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

MONDAY, MAY 11, 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 Steve Cornella, Pueblo Christian Center

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

E1 Proclamation Presentation: "Candice Taravella Day — May 21, 2026" — Susan Whittemore, Mother & Todd Whittemore, Father

F. PUBLIC FORUM

G. COUNCIL MEMBER AND MAYOR COMMENTARY

H. REVIEW OF AGENDA

I. APPROVAL OF AGENDA

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

J. READING AND APPROVAL OF MINUTES

Motion to dispense with the reading and approve the Minutes of the Regular Meeting dated April 27, 2026, as distributed.

J1 City Council Minutes 042726

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

L1 Minutes of the Planning and Zoning Commission Meeting for 2/11/2026

M. RESOLUTIONS

M1 A Resolution ratifying an emergency construction contract in the amount of $271,050.32 with Parker Excavating, Inc., for Emergency Sanitary Sewer Point Repair at 38 William White Blvd, Project No. 24-033 (WWAN03) and approving the Purchasing Agent's execution of the same

M2 A Resolution ratifying an emergency construction contract in the amount of $146,752.43 with Parker Excavating, Inc., for Emergency Sanitary Sewer Point Repair at 1919 N Grand Ave, Project No. 24-033 (WWAN03) and approving the Purchasing Agent's execution of the same

M3 A Resolution approving Amendment No. 1 to the Pueblo Regional On-Call Transportation Technical Assistance agreement between the City of Pueblo, a Colorado Municipal Corporation, and Bohannan-Huston, INC., a New Mexico Corporation, in the amount of $38,000 for 22-069, technical transportation planning services for the Bicycle and Pedestrian Master Plan update, and authorizing the Purchasing Agent to execute same

M4 A Resolution approving Amendment No. 7 of the Agreement for Professional Consulting services between the City of Pueblo, a Colorado Municipal Corporation, and Short-Elliott-Hendrickson, Inc., in the amount of $20,724 for Project No. 21-075, Dillon and Eagleridge Roundabout, and authorizing the Purchasing Agent to execute same

M5 A Resolution ratifying an emergency construction contract in the amount of $4,930.42 with Parker Excavating, Inc., for Emergency Sanitary Sewer Point Repair at 134 Dunsmere Ave, Project No. 24-033 (WWAN03) and approving the Purchasing Agent's execution of the same

M6 A Resolution authorizing the City of Pueblo to credit sanitary sewer fees of $245.60 to Ali Miller

M7 A Resolution ratifying the joint appointment of Martine P Orr, Olivia St. Onge, Paula Dahl, Heather Dewey, Alva Claussen, Barbara Clementi, Sandra Sherrer, and Dennis Chappell to the Community Services Advisory Commission (CSAC)

M8 A Resolution confirming the appointment by the Mayor of Lucretia Robinson to serve a four-year term expiring June 1, 2030, on the Board of Elections

N. ORDINANCES – FIRST PRESENTATION

N1 An Ordinance amending Section 15-1-6 of the Pueblo Municipal Code relating to motorized vehicles upon bikepaths

N2 An Ordinance approving and accepting Colorado Department of Transportation (CDOT) Aeronautics Division Grant No. 26-PUB-01 for funds in the amount of $20,359 for the Taxiway A Sealcoat (Phase I) project design, bid, and sealcoat, budgeting and appropriating said funds to Project No. AP2603 – PUB Taxiway A Sealcoat project

N3 An Ordinance amending zoning restrictions to rezone Lot 10, Block 5, Shulls Subdivision from O-1, Neighborhood Office Zone District to R-2, Single-Family Residential zone District

N4
An Ordinance approving the Pellecchia Subdivision

N5 An Ordinance approving a 2nd amendment to an intergovernmental agreement between the City of Pueblo ("City"), a Colorado Municipal Corporation, and the Federal Highway Administration ("FHWA"), from the RAISE grant program, award number 693JJ32440495, relating to the West Side Connector Project, and authorizing the Mayor to execute same

N6 An Ordinance approving a Memorandum of Understanding between the City of Pueblo, a

Colorado Municipal Corporation, Friends of City Park, a Colorado nonprofit corporation, and Historic Pueblo, Inc., a Colorado nonprofit corporation for the renovation of the City Park Bath House and authorizing the Mayor to execute said Memorandum of Understanding

N7 An Ordinance transferring funds in the amount of $25,000 from Project Account HU9999, FASTER projects to be determined to HU2603, West Side Connector, approving a Preliminary Engineering Services Agreement between BNSF Railway Company, a Delaware Corporation, and the City of Pueblo, a Colorado Municipal Corporation, relating to preliminary engineering work with respect to building an overpass across the BNSF Railroad track at West 24th Street and authorizing execution thereof by the Mayor

N8 An Ordinance approving and authorizing the Mayor to execute a Donation Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Morning Star Creations, Inc., a Colorado corporation; creating a new project account CI2614 - Vinewood Skate Park; and accepting, budgeting, and appropriating funds in the amount of $70,000.00 into Project CI2614 - Vinewood Skate Park.

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 May 26, 2026, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 A Resolution authorizing payment from the council contingencies account in the 2026 general fund budget to Mad Fresh Productions in the amount of $2,500 to sponsor the 4th Annual Hip Hop Festival at 11:00 AM at Mineral Palace Park on Saturday, July 18, 2026

Q2 A Resolution authorizing payment from the council contingencies account in the 2026 general fund budget to Creative Consortium of Pueblo (With Fiscal Sponsor Friendly Harbor) in the amount of $3,000 to sponsor their program “My Name Is” an Arts-based Youth Documentary starting on Monday, July 13th, 2026

Q3 A Resolution authorizing payment from the council contingencies account in the 2026 general fund budget to Pueblo Library Foundation in the amount of $2,000 to sponsor the Summer Reading Program and Booklovers Ball with the Summer Reading Program taking place June 1 - July 31, 2026, at all 8 library branches, and the Booklovers Ball taking place at Rawlings Library on November 13th, 2026

Q4 A Resolution establishing a new Account Project HU2605 Sun Mountain Drainage and transferring funds in the amount of $500,000 from HUAN01 Street Resurfacing to Account Project HU2605 Sun Mountain Drainage

R. ORDINANCES – FINAL PRESENTATION

R1 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 - *Introduced April 27, 2026 by Councilor Brett Boston*

R2 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 - *Introduced April 27, 2026 by Councilor Brett Boston*

R3 An Ordinance accepting a Quitclaim Deed from Padula Family Partnership, LLLP, for right of way and drainage crossing and approving a Quitclaim Deed conveying residual and surplus land to Padula Family Partnership, LLLP - *Introduced April 27, 2026 by Councilor Brett Boston*

R4 An Ordinance budgeting and appropriating funds in the amount of $520,000 from the unappropriated fund balance of the health self-insurance fund for the implementation and administration of the employee health clinic for FY 2026 - *Introduced April 27, 2026 by Councilor Brett Boston*

R5 An Ordinance approving an Offender Labor Cooperative Agreement with the State of Colorado and authorizing the Mayor to execute the same - *Introduced April 27, 2026 by Councilor Brett Boston*

S. ADJOURN

Proclamation

"Candice Taravella Day"

May 21, 2026

WHEREAS: Candice Taravella was a dedicated and compassionate 2nd grade teacher at Sunset Park Elementary School who touched the lives of countless students, families, and colleagues through her commitment to education; and

WHEREAS: She devoted her career to nurturing the academic, social, and emotional growth of her students, always striving to create a positive and supportive learning environment; and

WHEREAS: Candice instilled in her students the values of kindness, hard work, and dedication, encouraging them to become respectful, responsible, and caring members of their community; and

WHEREAS: Candice Taravella's impact extended beyond the classroom, leaving a lasting legacy of inspiration, compassion, and excellence in education; and

WHEREAS: In honor of her memory and unwavering commitment to her students, the Candice Taravella Memorial Scholarship was established and is proudly sponsored by her family, the students, and the staff of Sunset Park Elementary School; and

WHEREAS: This scholarship will carry Candice's legacy forward, supporting students that pursue higher education, and embody the values she so passionately taught; and

WHEREAS: Today we honor her life, legacy, and contributions, and recognize the Candice Taravella Memorial Scholarship as a lasting tribute to her dedication to education and her profound impact on the Sunset Park community.

NOW, THEREFORE, WE, the City Council of the City of Pueblo, Colorado, by the authority vested in us, do hereby proclaim May 21, 2026, as **"Candice Taravella Day"** in the City of Pueblo, Colorado, and hope that her spirit of kindness, perseverance, and commitment to others will continue to inspire generations of students to achieve their goals and make a positive difference in the world.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Pueblo, Colorado, to be affixed this 11th day of May 2026.

Mark Aliff
President of the City Council

REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, APRIL 27, 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: Brett Boston, Roger Gomez, Joe Latino, Ted Hernandez, Dianne Danti, Selena Ruiz-Gomez.

Council Members Present via Zoom: None.

Council Members Absent: Mark Aliff.

Administrative Staff Members Present: Mayor Heather Graham, Chief of Staff Brian McCain, City Attorney Carla Sikes, City Clerk Clyde Bishop.

E. SPECIAL RECOGNITIONS

E1 PROCLAMATION PRESENTATION: "ARBOR DAY — APRIL 30, 2026" — STEVEN MEIER, DIRECTOR OF PARKS AND RECREATION, MIKE SEXTON, ASSISTANT DIRECTOR OF PARKS AND RECREATION, AND CHARLIE KUNTZ, FORESTRY COORDINATOR

E2 PROCLAMATION PRESENTATION: "FINANCIAL LITERACY MONTH — APRIL 2026" — LUANNE MAEZ, ECONOMIC MOBILITY AND OPPORTUNITY MANAGER, ADRIAN GOMEZ, FINANCIAL WELLNESS COORDINATOR, KEVIN HARRIS, FEC COACH, & BRANDON MAES, FEC COACH

F. PUBLIC FORUM

- Aubree Adams - Marijuana
- Margaret D Graham - Introduction to City Council
- Noah Comaford - Nonprofits

- Elvis Martinez - Roads / Misinformation.

G. COUNCIL MEMBER AND MAYOR COMMENTARY

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

H. REVIEW OF AGENDA

The agenda was reviewed page by page.

I. APPROVAL OF AGENDA

Councilor Boston, seconded by Councilor Latino, moved to amend the agenda by tabling S1, S22, S23 indefinitely and moving S3 to the end of the regular meeting, and approving the agenda as amended.

Roll Call - **Ayes:** Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 6-0.

J. READING AND APPROVAL OF MINUTES

J1 CITY COUNCIL MINUTES 041326

Councilor Boston, seconded by Councilor Danti, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **April 13, 2026,** as distributed.

Roll Call - **Ayes:** Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 6-0.

K. CONSENT AGENDA

City Clerk Clyde Bishop read the Consent Agenda into the record.

L. COMMUNICATIONS

M. RESOLUTIONS

M1 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-26-3) TO THE PUEBLO CHAMBER OF COMMERCE FOR THE USE OF GRAND AVENUE FROM CITY CENTER DRIVE TO UNION AVENUE, D STREET FROM VICTORIA AVENUE TO MAIN STREET, C STREET FROM VICTORIA AVENUE TO MAIN STREET, UNION AVENUE FROM CITY CENTER DRIVE TO B STREET, AND ALAN HAMEL AVENUE TO MAIN STREET TO HOST THE 32ND ANNUAL CHILE AND FRIJOLES FESTIVAL

This Resolution was assigned as **16307**.

M2 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-26-4) TO THE OUTLAWS ROD AND CUSTOM CAR CLUB FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG VICTORIA AVENUE BETWEEN ELIZABETH STREET AND ALLEY NORTH OF "B" STREET, "C" STREET BETWEEN LAMKIN STREET AND UNION AVENUE AND "D" STREET BETWEEN LAMKIN STREET AND UNION AVENUE TO HOST THEIR ANNUAL CAR SHOW EVENT

This Resolution was assigned as **16308**.

M3 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-26-6) TO COLORADO STATE UNIVERSITY - PUEBLO (CSU-PUEBLO) FOR THE CLOSURE OF EASTBOUND DESERT FLOWER FROM WALKING STICK TO BONFORTE; CLOSURE OF EASTBOUND BARTLEY BETWEEN BONFORTE AND ALAMOSA; AND CERTAIN LANE CLOSURES ON ALAMOSA, TROY AND WALKING STICK TO DIRECT TRAFFIC ALONG DESGINATED ROUTE TO HOST THEIR SPRING 2026 CSU-PUEBLO GRADUATION CEREMONY

This Resolution was assigned as **16309**.

M4 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-26-10) TO 2033 JMR PROPERTY, LLC., FOR THE EXISTING FENCE ENCROACHING ON ROW ROUGHLY 17.5' OF THE ENTIRE 2025 JERRY MURPHY ROAD

This Resolution was assigned as **16310**.

M5 A RESOLUTION APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF $47,701.32 TO BAHA CONSTRUCTION, INC., FOR PROJECT NO. 25-103, SOLAR LIGHTING INSTALLATION - ARKANSAS RIVER TRAIL, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as **16311**.

M6 A RESOLUTION TO AMEND RESOLUTION NO. 16277 TO CORRECT THE ASSIGNED FINANCE PROJECT NUMBER FROM WHICH FUNDS WILL BE PAID FOR PROJECT NO. 24-053, ABATE AND DEMOLISH - 519 W. 11TH ST.

This Resolution was assigned as **16312**.

N. ORDINANCES – FIRST PRESENTATION

N1 AN ORDINANCE ACCEPTING A QUITCLAIM DEED FROM PADULA FAMILY PARTNERSHIP, LLLP, FOR RIGHT OF WAY AND DRAINAGE CROSSING AND APPROVING A QUITCLAIM DEED CONVEYING RESIDUAL AND SURPLUS LAND TO PADULA FAMILY PARTNERSHIP, LLLP

N2 AN ORDINANCE BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $520,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE HEALTH SELF-INSURANCE FUND FOR THE IMPLEMENTATION AND ADMINISTRATION OF THE EMPLOYEE HEALTH CLINIC FOR FY 2026

N3 AN ORDINANCE APPROVING AN OFFENDER LABOR COOPERATIVE AGREEMENT WITH THE STATE OF COLORADO AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

O. APPROVAL OF CONSENT AGENDA

Councilor Boston, seconded by Councilor Danti, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for May 11, 2026, and Order the Ordinances to be published BY TITLE.

Roll Call – **Ayes:** Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 6-0.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO PUEBLO CONSERVANCY DISTRICT IN THE AMOUNT OF $1,000 TO SPONSOR LEVEE ARTISTS- A MEET & GREET AT 4:30 PM AT PILLARS PARK- CHARLES LEE BRIDGE, ON MAY 13, 2026

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

Dave Decezo appeared in person and spoke against this Resolution.

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

Roll Call - **Ayes:** Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 6-0.

This Resolution was assigned as **16313**.

Q2 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO HARP FOUNDATION IN THE AMOUNT OF $3,500 TO SPONSOR THE 2026 ROLLIN' ON THE RIVERWALK AT 4:00 PM AT ALAN HAMEL AVENUE & MAIN STREET ON JULY 4TH, 2026

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

- Dave Decezo appeared in person and spoke against this Resolution.
- Elvis Martinez appeared in person and spoke against this Resolution.

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

Roll Call - **Ayes:** Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 6-0.

This Resolution was assigned as **16314**.

Q3 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO COLORADO STATE FAIR FIESTA COMMITTEE IN THE AMOUNT OF $2,500 TO SPONSOR THE 59TH COLORADO STATE FAIR FIESTA COMMITTEE SCHOLARSHIP PAGEANT AT 1:00 PM ON JUNE 20TH, 2026, AT CSU PUEBLO'S HOAG HALL

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

- Dave Decenzo appeared in person and spoke against this Resolution.

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

Roll Call - **Ayes:** Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 6-0.

This Resolution was assigned as **16315**.

Q4 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO EL MOVIMIENTO SIGUE IN THE AMOUNT OF $2,000 TO SPONSOR THEIR 2026 CINCO DE MAYO EVENT AT 12:00 PM AT PLAZA VERDE PARK ON TUESDAY, MAY 5, 2026

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

- Dave Decenzo appeared in person and spoke against this Resolution.

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

Roll Call - **Ayes:** Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 6-0.

This Resolution was assigned as **16316**.

R. QUASI-JUDICIAL PROCEEDINGS

R1 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

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-25-27 dated March 11, 2026, be made part of the record for this hearing. So ordered by Councilor Gomez.

PUBLIC HEARING:

Seeing no one wished to speak, Councilor Gomez declared the hearing closed.

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

Roll Call - **Ayes:** Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as **11147.**

S. ORDINANCES – FINAL PRESENTATION

S1 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 item was tabled indefinitely.

S2 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

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

PUBLIC HEARING:

- Shana Farmer appeared in person and spoke in favor of this Ordinance.
- Dave DeCenzo appeared in person and spoke in favor of this Ordinance.
- Debra Axeworthy appeared in person and spoke in favor of this Ordinance.
- Tara Mauro appeared in person and spoke in favor of this Ordinance.
- Karmen Lounger appeared in person and spoke in favor of this Ordinance.
- Elvis Martinez appeared in person and spoke against this Ordinance.
- Christina Trujillo appeared in person and spoke against this Ordinance.

Seeing no one else wishing to speak, Councilor Gomez declared the hearing closed.

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

Roll Call - **Ayes:** Councilor Boston, Councilor Gomez, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** Councilor Latino. Motion Passed 5-1.

This Ordinance was assigned as **11148.**

S3 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

This item was moved to the end of the meeting because of a conflict of interest with Ted Hernandez.

Councilor Hernandez was excused from the meeting and left the Dias.

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

PUBLIC HEARING:

- Sandra Monte appeared in person and spoke in favor of this Ordinance.
- Mariah Schofield appeared in person and spoke in favor of this Ordinance.

Seeing no one else wishing to speak, Councilor Gomez declared the hearing closed.

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

Roll Call - **Ayes:** Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 5-0.

This Ordinance was assigned as **11169.**

S4 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

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 in person and spoke against this Ordinance.

Seeing no one else wishing to speak, Councilor Gomez declared the hearing closed.

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

Roll Call - **Ayes:** Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as **11149.**

S5 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

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

PUBLIC HEARING:

- Tamera Axworthy appeared in person and spoke in favor of this Ordinance.
- Dave Decenzo appeared in person and spoke in favor of this Ordinance.
- Elvis Martinez appeared in person and spoke against this Ordinance.

Seeing no one else wishing to speak, Councilor Gomez declared the hearing closed.

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

Roll Call - **Ayes:** Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Ruiz-Gomez. **Nays:** Councilor Danti. Motion Passed 5-1.

This Ordinance was assigned as **11150.**

S6 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

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, Councilor Gomez declared the hearing closed.

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

Roll Call - **Ayes:** Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as **11151.**

S7 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

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 in person and spoke against this Ordinance.

Seeing no one else wishing to speak, Councilor Gomez declared the hearing closed.

Councilor Ruiz-Gomez, seconded by Councilor Boston, moved to postpone this Ordinance to the May 11th, 2026 meeting.

Roll Call - **Ayes:** Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 6-0.

S8 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

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, Councilor Gomez declared the hearing closed.

Councilor Ruiz-Gomez, seconded by Councilor Hernandez, moved to postpone this Ordinance to the May 11th, 2026 meeting.

Roll Call - **Ayes:** Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 6-0.

S9 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

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

PUBLIC HEARING:

- Rob Miller appeared in person and spoke in favor of this Ordinance.
- Elvis Martinez appeared in person and spoke against this Ordinance.
- Dave DeCenzo appeared in person and spoke against this Ordinance.

Seeing no one else wishing to speak, Councilor Gomez declared the hearing closed.

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

Roll Call - **Ayes:** Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as **11152.**

S10 AN ORDINANCE AMENDING SECTION 10-1-13 OF THE PUEBLO MUNICIPAL CODE RELATING TO FIRES AND GRILLS IN PARKS, TRAILS, AND OPEN SPACE AREAS

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

PUBLIC HEARING:

Seeing no one wished to speak, Councilor Gomez declared the hearing closed.

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

Roll Call - **Ayes:** Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as **11153.**

S11 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

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

PUBLIC HEARING:

Seeing no one wished to speak, Councilor Gomez declared the hearing closed.

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

Roll Call - **Ayes:** Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as **11154.**

S12 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

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, Councilor Gomez declared the hearing closed.

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

Roll Call - **Ayes:** Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as **11155.**

S13 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.

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, Councilor Gomez declared the hearing closed.

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

Roll Call - **Ayes:** Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as **11156.**

S14 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

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, Councilor Gomez declared the hearing closed.

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

Roll Call - **Ayes:** Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as **11157.**

S15 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

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

PUBLIC HEARING:

- Adam Carol appeared in person and spoke in favor of this Ordinance.

Seeing no one else wishing to speak, Councilor Gomez declared the hearing closed.

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

Roll Call - **Ayes:** Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as **11158.**

S16 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

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, Councilor Gomez declared the hearing closed.

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

Roll Call - **Ayes:** Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as **11159.**

S17 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

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

PUBLIC HEARING:

- Jim Benfatti appeared in person and spoke in favor of this Ordinance.

Seeing no one else wishing to speak, Councilor Gomez declared the hearing closed.

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

Roll Call - **Ayes:** Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as **11160.**

S18 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")

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

PUBLIC HEARING:

Seeing no one wished to speak, Councilor Gomez declared the hearing closed.

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

Roll Call - **Ayes:** Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as **11161.**

S19 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

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

PUBLIC HEARING:

- Marcus Pacheco appeared in person and spoke in favor of this Ordinance.
- Chad Oreskovich appeared in person and spoke in favor of this Ordinance.

Seeing no one else wishing to speak, Councilor Gomez declared the hearing closed.

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

Roll Call - **Ayes:** Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as **11162.**

S20 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

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

PUBLIC HEARING:

- Louise Gunderson appeared in person and spoke in favor of this Ordinance.
- Justin Maher appeared in person and spoke in favor of this Ordinance.
- Dike Raskin appeared in person and spoke in favor of this Ordinance.

- Dave DeCenzo appeared in person and spoke in favor of this Ordinance.

Seeing no one else wishing to speak, Councilor Gomez declared the hearing closed.

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

Roll Call - **Ayes:** Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as **11163.**

S21 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

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

PUBLIC HEARING:

Seeing no one wished to speak, Councilor Gomez declared the hearing closed.

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

Roll Call - **Ayes:** Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as **11164.**

S22 AN ORDINANCE AMENDING SECTION 15-1-10 OF THE PUEBLO MUNICIPAL CODE RELATING TO MOTORIZED VEHICLES UPON BIKEPATHS

This item was tabled indefinitely.

S23 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

This item was tabled indefinitely.

S24 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

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

PUBLIC HEARING:

Seeing no one wished to speak, Councilor Gomez declared the hearing closed.

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

Roll Call - **Ayes:** Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as **11165.**

S25 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

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

PUBLIC HEARING:

- Elvis Martinez appeared in person and spoke in favor of this Ordinance.

Seeing no one else wishing to speak, Councilor Gomez declared the hearing closed.

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

Roll Call - **Ayes:** Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as **11166.**

S26 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

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

PUBLIC HEARING:

Seeing no one wished to speak, Councilor Gomez declared the hearing closed.

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

Roll Call - **Ayes:** Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as **11167.**

S27 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

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

PUBLIC HEARING:

- Dave DeCenzo appeared in person and spoke in favor of this Ordinance.

Seeing no one else wishing to speak, Councilor Gomez declared the hearing closed.

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

Roll Call - **Ayes:** Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as **11168.**

T. ADJOURN

Councilor Gomez adjourned the meeting at 10:25 p.m.

Respectfully submitted,
Clyde Bishop
Clyde Bishop
City Clerk

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, 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:

Z-25-20 Rezone: A rezoning of 0.78 acres, parcel #1509331027 in the Pellecchia Subdivision, located north of Siena Dr. and east of Bandera Pkwy from Neighborhood Office (O-1) District to Single-Family Residential (R-2) District. Staff Report by Mikaylin Hackley, Planner. *Continued from January 14, 2026.*

Hearing: Applicants Randy Reeves and Richard Pellecchia were sworn in and spoke in support of the application. Donald Metzger was also sworn in and spoke in opposition.

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

Motion Passed: 7-0

S-25-06 Subdivision: Pellecchia Subdivision a subdivision of 1.46 acres located north of Siena Dr. and east of Bandera Pkwy into 4 lots for future residential and commercial development. Staff Report by Mikaylin Hackley, Planner. *Continued from January 14, 2026*

Hearing: Applicant Randy reeves and Richard Pellecchia remained sworn in and spoke in support of the application. No one spoke in opposition.

Commission Action: Bailey moved to recommend the rezone application with one staff condition be forward to City Council, seconded by Salazar.

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.

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

Hearing: Applicant Bobby Dishell was sworn in and spoke in support of the application. No one spoke in opposition.

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

Motion Passed: 7-0

Approval of Minutes:

Bailey moved to approve the minutes from the January 14, 2026, meeting, seconded by Avalos.

Motion Passed: 7-0

Old/New Business: N/A

Adjourn at 3:54 PM

Respectfully submitted,

Mike Castellucci
Chairperson

Beritt Odom
Executive Secretary

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

Docusign Envelope ID: 168A81A9-C9FC-886B-8238-7ACD8F69696C

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 11, 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 $271,050.32 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 38 WILLIAM WHITE BLVD, PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

SUMMARY:

This Resolution ratifies and approves award of a construction contract to Parker Excavating, Inc., for emergency sanitary sewer point repairs at 38 William White Blvd.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

On February 27, 2026, the Wastewater Department reported a leakage in the force-main near 38 William White Boulevard (Lift Station #2). To protect public health and safety and the environment, an emergency repair was necessary to repair the broken force-main pipe segment. Additional work was required to remove and replace contaminated soil and road base, regrade the road, reseed the disturbed area, and place erosion controls.

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

The cost breakdown for the project is as follows:

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Sanitary Sewer Replacement-related			
Total:	$	7,642.00	3%
Surface Improvement Related			
Total:	$	263,408.32	97%
Grand Total:	$	271,050.32	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. 5-11-26 38 William White Blvd Emergency Point Repair Attachment

Docusign Envelope ID: 168A81A9-C9FC-886B-8238-7ACD8F69696C

RESOLUTION NO. 16317

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $271,050.32 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 38 WILLIAM WHITE BLVD, PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

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

WHEREAS, the point repair work was awarded to 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 38 William White Blvd with Parker Excavating, Inc., Project No. 24-033 (WWAN03) — Emergency Point Repair awarded to said bidder in the amount of $271,050.32.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract, including contract change order in the amount of $207,150.32 and any other payment authorized under the contract are hereby ratified.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

Docusign Envelope ID: 168A81A9-C9FC-886B-8238-7ACD8F69696C

INTRODUCED: May 11, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: Clyde Bishop F1C1AF8727B149A...
CITY CLERK

2024-2026 Emergency Sanitary Sewer Point Repair					38 William White Blvd - Lift Station #2	
Date 02/27/2026					Miller Pipeline, LLC	Parker Excavating, Inc.
Project Number: 24-033 (WWAN03)						
Item	**Description**	**Estimated**				
1	Remove and Replace 8” PVC Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
2	Remove and Replace 8” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
3	Remove and Replace 10” PVC Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
4	Remove and Replace 10” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
5	Remove and Replace 12” PVC Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
6	Remove and Replace 12” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
7	Remove and Replace 15” PVC Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
8	Remove and Replace 15” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
9	Remove and Replace 4” Service Tap Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
10	Remove and Replace 4” Service Tap More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
11	Remove and Replace 6” Service Tap Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
12	Remove and Replace 6” Service Tap More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
13	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 8" and 10" Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
14	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 8” and 10” Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
15	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 12" and 15" Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
16	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 12" and 15" Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
17	Remove and Replace 7” Reinforced Concrete	1-20	SF		$ -	$ -
		21-100	SF		$ -	$ -
		>100	SF		$ -	$ -
18	Remove and Replace 6” Reinforced Concrete	1-20	SF		$ -	$ -
		21-100	SF		$ -	$ -
		>100	SF		$ -	$ -
19	Remove and Replace 4” Concrete	1-20	SF		$ -	$ -
		21-100	SF		$ -	$ -
		>100	SF		$ -	$ -
20	Remove and Replace Standard Curb and Gutter	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -

21	Install or Remove and Replace 6" Curb Head	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
22	Install Extra Lean Concrete (FlowFill)	1-20	CY		$ -	$ -
		21-100	CY		$ -	$ -
		>100	CY		$ -	$ -
23	Class 6 Base Course for Gravel Surfaced Alleys	TN			$ -	$ -
24	Remove Camera/Cleaning Head/Tap Cutter	HR			$ -	$ -
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		0	$ -	$ -
				Total	$ -	$ -
				With Contingency	$ -	$ -

ESTIMATED WORK FOR THIS POINT REPAIR

1	Remove and Replace 14" PVC pipe for force main		LF	20	$7,000.00	$4,300.00
2	Remove & Replace contaminated area up to 2 feet depth and import back fill material, compact the back fill material including all items necessary to complete the work item		SF	10,000	$30,000.00	$23,300.00
3	Place and compact class 6 road base material - based on tickets		TN	1,000	$30,000.00	$27,000.00
4	Place erosion control :		LS	1	$3,000.00	$4,000.00
5	Reseed the entire area (estimated 10,000 SF)		LS	1	$4,500.00	$2,800.00
6	Mobilization		LS	1	$4,000.00	$2,500.00
				Total	$78,500.00	$63,900.00
		With Contingency			$94,200.00	$76,680.00

CONTRACT CHANGE ORDER

CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 24-033 (WWAN03) Change Order No. : ONE 4/15/2026

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

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

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

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	REMOVE & REPLACE 14" PVC PIPE FOR FORCE MAIN	($1,075.00)	
2	REMOVE AND REPLACE CONTAMINATED AREA UP TO 2' DEPTH AND		$196,435.31
3	PLACE AND COMPACT CLASS 6 ROAD BASE MATERIAL	($12,798.00)	
5	RESEED THE ENTIRE AREA		$9,264.08
7	BUILD BERM - T&M		$6,367.30
8	PLACE FILL MATERIAL SOUTH SIDE OF HIGHWAY		$3,418.50
9	14" SOLID SLEEVES AND 4 GLAD PACKS		$3,621.13
10	BONDS		$1,917.00
	TOTAL (Decrease) / Increase	($13,873.00)	$221,023.32

Net Adjustment This Change Order	$	207,150.32
Amount of Previous Change Order(s)	$	0.00
Original Contract Amount	$	63,900.00
Total Adjusted Contract Amount To Date	$	271,050.32

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

38 William White Blvd
Repair Location Map



Docusign Envelope ID: 168A81A9-C9FC-886B-8238-7ACD8F69696C

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 11, 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 $146,752.43 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1919 N GRAND 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 1919 N Grand Ave.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

The Wastewater Department collection crew received a callout to clean a pipe segment in an alleyway near 1919 N Grand Ave. The collection crew reported that they observed four upstream manholes holding water. While cleaning the line, the cleaning head became stuck in a hole in the pipe. Further investigation determined the entire line needed to be replaced due to significant sags creating water to back up in addition to the hole in the pipe. These defects will further deteriorate the pipe, increase the chance of collapse and immediate backup in the main.

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

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Sanitary Sewer Replacement-related		
Total:	$ 107,014.93	73^
Surface Improvement Related		
Total:	$ 39,737.50	27%
Grand Total:	$ 146,752.43	100%

FINANCIAL IMPLICATIONS:

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

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 5-11-26 1919 N Grand Ave Emergency Point Repair Attachment

Docusign Envelope ID: 168A81A9-C9FC-886B-8238-7ACD8F69696C

RESOLUTION NO. 16318

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $146,752.43 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1919 N GRAND 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 1919 N Grand Ave. with Parker Excavating, Inc., Project No. 24-033 (WWAN03) — Emergency Point Repair awarded to said bidder in the amount of $146,752.43.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract, including a contract change order in the amount of $36,429.43 and any other payment authorized under the contract are hereby ratified.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

Docusign Envelope ID: 168A81A9-C9FC-886B-8238-7ACD8F69696C

INTRODUCED: May 11, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: Clyde Bishop F1C1AF8727B149A...
CITY CLERK

2024-2026 Emergency Sanitary Sewer Point Repair					1919 N Grand Ave	
Date 02/03/2026						
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	470	$ 79,900.00	$ 56,870.00
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	24	$ 2,160.00	$ 1,872.00
		>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	1000	$ 18,000.00	$ 18,500.00
18	Remove and Replace 6” Reinforced Concrete	1-20	SF		$ -	$ -
		21-100	SF		$ -	$ -
		>100	SF		$ -	$ -
19	Remove and Replace 4” Concrete	1-20	SF		$ -	$ -
		21-100	SF		$ -	$ -
		>100	SF		$ -	$ -
20	Remove and Replace Standard Curb and Gutter	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -

21	Install or Remove and Replace 6'' Curb Head	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
22	Install Extra Lean Concrete (FlowFill)	1-20	CY		$ -	$ -
		21-100	CY		$ -	$ -
		>100	CY		$ -	$ -
23	Class 6 Base Course for Gravel Surfaced Alleys	TN		120	$ 4,800.00	$ 3,960.00
24	Remove Camera/Cleaning Head/Tap Cutter	HR		8	$ 2,600.00	$ 3,200.00
25	Remove and Replace 48” Diameter Manhole	with 1 Invert	EA		$ -	$ -
		with 2 Inverts	EA		$ -	$ -
		with 3 Inverts	EA	1	$ 7,500.00	$ 6,340.00
		with 4 Inverts	EA	1	$ 8,500.00	$ 7,380.00
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		27	$ 9,450.00	$ 10,476.00
32	Reinstate Services - 6''	EA			$ -	$ -
33	Mobilization	LS		1	$ 1,750.00	$ 1,725.00
				Total	$ 134,660.00	$ 110,323.00
				With Contingency	$ 161,592.00	$ 132,387.60

CONTRACT CHANGE ORDER

CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 24-033 (WWAN03) Change Order No. : ONE 4/13/2026

Project Name : 2024, 2025 and 2026 Sanitary Sewer Point Repair
1919 N Grand 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	REMOVE AND REPLACE 8" PVC MORE THAN 10' DEEP	($7,139.00)	
2	ASPHALT PATCH - 4" HMA ON 4" CLASS 6 ABC FOR 8" AND 10" PIPE	($1,872.00)	
3	REMOVE AND REPLACE 7" REINFORCED CONCRETE		$2,682.50
4	CLASS 6 BASE COURSE FOR GRAVEL SURFACED ALLEYS	($2,332.77)	
5	REMOVE CAMERA/CLEANING HEAD/TAP CUTTER	($3,200.00)	
8	REINSTATE SERVICES - 4"	($1,940.00)	
10	REMOVE AND REPLACE STANDARD CURB AND GUTTER		$5,712.00
11	INSTALL EXTRA LEAN CONCRETE (FLOWFILL)		$11,152.00
12	TRAFFIC CONTROL		$7,204.32
13	TRAFFIC CONTROL - SIENNA DR		$276.43
14	BYPASS PUMPING		$9,459.95
15	BOND		$3,583.00
16	REMOVE AND REPLACE 4" CONCRETE		$4,368.00
17	ASPHALT PATCH - 4" HMA ON 4" CLASS 6 ABC FOR 8" AND 10" PIPE, GREATER THAN 100 LF		$8,475.00
	TOTAL (Decrease) / Increase	($16,483.77)	$52,913.20

Net Adjustment This Change Order	$	36,429.43
Amount of Previous Change Order(s)	$	0.00
Original Contract Amount	$	110,323.00
Total Adjusted Contract Amount To Date	$	146,752.43

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

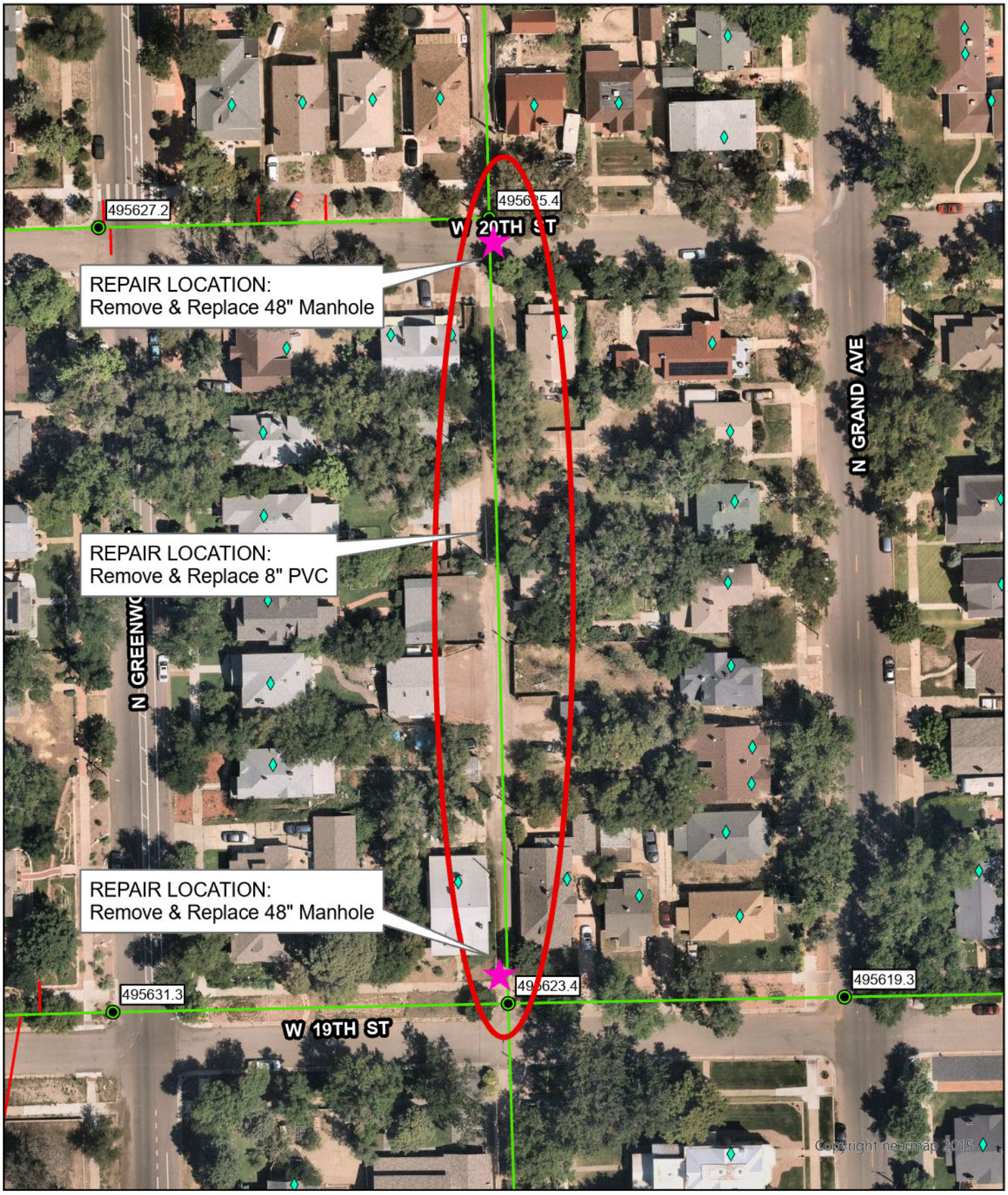
Accepted by: _____ Date:_____
Contractor's Representative

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
1919 N Grand Ave



Docusign Envelope ID: 168A81A9-C9FC-886B-8238-7ACD8F69696C

City Clerk's Office Item # M3

Background Paper for Proposed
Action Item

COUNCIL MEETING DATE: May 11, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Eva Cosyleon, MPO Manager

SUBJECT: A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE PUEBLO REGIONAL ON-CALL TRANSPORTATION TECHNICAL ASSISTANCE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BOHANNAN-HUSTON, INC., A NEW MEXICO CORPORATION, IN THE AMOUNT OF $38,000 FOR 22-069, TECHNICAL TRANSPORTATION PLANNING SERVICES FOR THE BICYCLE AND PEDESTRIAN MASTER PLAN UPDATE, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution approves Amendment No. 1 to the Pueblo Regional On-Call Transportation Technical Assistance Agreement, Bicycle and Pedestrian Master Plan Update awarded to Bohannan-Huston, Inc., in the amount of $38,000.00 for Project 22-069, Technical Transportation Planning Services for The Bicycle and Pedestrian Master Plan Update.

PREVIOUS COUNCIL ACTION:

Resolution 16216 dated January 12, 2026, approved an agreement for On-Call Transportation Technical Assistance Professional Consulting Services between the City of Pueblo and Bohannan-Huston, Inc, in the amount of $86,190.00, related to the Technical Transportation Planning Services for the Bicycle and Pedestrian Master Plan Update.

BACKGROUND:

In January 2026, the City of Pueblo awarded a contract for on-call transportation technical assistance to update the Bicycle and Pedestrian Master Plan to Bohannan-Huston. In April 2026, the consultants determined that the PACOG active transportation

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data needs further verification of existing routes, collection of data inputs into geodatabase, analyze latent demand and integration of data into new route analysis. Additional work will include enhanced map design for better integration of information for public use as well as travel demand model training.

The purpose of Amendment No. 1 to the Agreement for Professional Consulting Services is to revise the scope of work to implement further data to enhance the Bicycle and Pedestrian Master Plan Update.

FINANCIAL IMPLICATIONS:

Funding for the original Agreement ($86,190.00) and Amendment #1 ($38,000.00) will be paid from account TP 2640, On-Call Transportation Technical Assistance and FY 2026-2027 Urban Transportation Planning Project.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will result in lack of data that would make the Bicycle and Pedestrian Master Plan more useful for local agencies to implement bicycle and pedestrian projects in the region.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 22-069 Bicycle-Pedestrian Master Plan Amendment No 1

Docusign Envelope ID: 168A81A9-C9FC-886B-8238-7ACD8F69696C

RESOLUTION NO. 16319

A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE PUEBLO REGIONAL ON-CALL TRANSPORTATION TECHNICAL ASSISTANCE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BOHANNAN-HUSTON, INC., A NEW MEXICO CORPORATION, IN THE AMOUNT OF $38,000 FOR 22-069, TECHNICAL TRANSPORTATION PLANNING SERVICES FOR THE BICYCLE AND PEDESTRIAN MASTER PLAN UPDATE, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, an On-Call Transportation Technical Assistance Services Agreement to Bohannan-Huston, Inc. was executed on January 12, 2026 by Resolution 16216; and,

WHEREAS, additional data collection is contemplated by Amendment No. 1 is needed; and

WHEREAS, it is in the best interest of the City to proceed with and complete such planning services and data collection in the manner herein provided.

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Amendment No. 1, by and between the City of Pueblo, a Colorado Municipal Corporation, and Bohannan-Huston, Inc., a professional consulting service firm, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved, and City Council authorizes the additional work contemplated by Amendment No. 1 to be performed in the amount of $38,000.00.

SECTION 2.

Funds in the amount of $38,000.00 will be paid from account TP 2640, On-Call Transportation Technical Assistance and FY 2026-2027 Urban Transportation Planning Project.

SECTION 3.

The Purchasing Agent is hereby authorized to execute Amendment No. 1 on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest same.

SECTION 4.

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

Docusign Envelope ID: 168A81A9-C9FC-886B-8238-7ACD8F69696C

INTRODUCED: May 11, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: Clyde Bishop F1C1AF8727B149A...
CITY CLERK

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN CITY OF PUEBLO AND BOHANNAN-HUSTON, INC.

1. INTRODUCTION

This Amendment No. 1 to the Professional Services Agreement ("Amendment") is executed to be effective as of the _____ day of _____, 20____, by and between the City of Pueblo, a Colorado Municipal Corporation ("City") and Bohannan-Huston, Inc., a New Mexico Corporation registered to do business in Colorado ("Consultant"). City and Consultant are sometimes referred to herein as a "Party" and collectively, as the "Parties."

2. PROJECT STATEMENT

WITNESSETH THAT:

WHEREAS, City and Consultant entered into that certain Professional Services Agreement dated January 20, 2026 for Project 22-069 Pueblo Regional On-Call Transportation Technical Assistance - Bicycle and Pedestrian Master Plan Update (the "Agreement");

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

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

3. AGREEMENT

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

   1. Consultant shall take all responsibility for, manage, coordinate, and supervise subconsultant Felsburg, Holt & Ullevig (FHU). Together, Consultant and subconsultant shall provide support training on the transportation demand model as identified in Attachment A.

   2. Attachment A to this Amendment No. 1 shall be additional work as agreed upon by Consultant and City, and Consultant shall complete the work items as generally described in said Attachment A in accordance with the terms of the Agreement.

B. With respect to services provided under the Amendment No. 1, the fee schedule attached as Attachment B to this Amendment No. 1 shall apply to compensation payable to Consultant. The aggregate compensation payable to the Consultant for performance of the additional services authorized by this Amendment No. 1 shall not exceed the maximum amount of $38,000.00 as set forth in the Attachment B and notwithstanding whether the service is billed as Time and Material.

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

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

C. Consultant shall perform each "Task" as determined to best meet the needs of the City and Consultant and shall complete all work in accordance with "Schedule" included in Attachment B. Consultant will not be responsible for delays beyond Consultant's control.

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

E. Except as expressly modified by this Amendment No. 1, the Agreement shall remain in full force and effect. Except as modified by this Amendment No. 1, any obligations to be performed under the Agreement by either party are not waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Agreement as it existed prior to this Amendment No. 1.

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

4. SIGNATURE SECTION

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Teresa May Burns, Director of Purchasing

Attest_____
Clyde Bishop, City Clerk

[SEAL]

BOHANNAN-HUSTON, INC.

By_____
Denise Aten, Senior Vice President

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

_____
Danny Nunn, Director of Finance

APPROVED AS TO FORM
DEPARTMENT OF LAW

_____
Harley Gifford, Deputy City Attorney

Attachments: Attachments A - B and Additional Information for Amendment

Attachment A

Scope of Services

Excerpts from Consultant Proposal dated April 14, 2026, Pages 2 – 4

Re: Supplemental Scope – PACOG Bicycle and Pedestrian Master Plan Update

BHI is proposing a supplemental scope to support the PACOG Bicycle and Pedestrian Master Plan Update with details on our proposed efforts in the attached Exhibit A. This scope includes effort from FHU to support training on the transportation demand model (Attached).

- Active Transportation Facilities Data Review/Cleaning
  - Verify facility type for all existing routes
  - Complete sidewalk data for major areas outside of the City of Pueblo
  - Add asset data to attribute table (speed, pavement condition, width, mode served, facility owner, etc)
- Latent Demand Analysis/Mapping
  - Develop methodology and inputs for estimating latent active transportation demand
  - Collect data inputs into geodatabase, analyze latent demand, develop map
- Integration of Latent Demand Analysis into Project Selection
  - Integrate latent demand analysis into gaps assessment
  - Overlay latent demand analysis with bike/pedestrian LTS analysis
- Printable Map Enhanced Design
  - Design navigation map in Adobe
  - Integrate text/informational elements (to be provided by PACOG)
  - Design map cover
  - Integrate edits from PACOG (2 rounds of edits)
- Public Facing Webmap
  - Create easy-to-use, public facing webmap of existing and future active transportation facilities
  - Latent demand analysis can also be published as a webmap if desired
- TDM Training (FHU)

RE: Subconsultant Proposal for PACOG Travel Model Training (FHU Project No. 126115-01)

Dear Ms. Aten,

Felsburg Holt & Ullevig (FHU) is pleased to submit this proposed scope to provide travel model training for the Pueblo Area Council of Governments (PACOG) staff.

Scope of Work

Travel Demand Model Training and Support

Project Overview

The purpose of this task is to provide PACOG staff with foundational training on the use of the Pueblo Planning Model (PPM) within the TransCAD environment. The training will focus on practical application of the existing model to support planning activities, including running the model, modifying key inputs, and reviewing outputs. This effort is intended to support general model use and staff familiarity.

Task 1: Project Management

FHU will provide project management and coordination throughout the duration of the task.

Activities include:

- Coordination with PACOG staff on schedule and training needs
- Ongoing communication, task tracking, and invoicing

Task 2: Training Preparation

FHU will prepare materials and examples to support the training sessions.

Activities include:

- Review of the existing model structure and files
- Development of training materials (presentations and example workflows)
- Preparation of demonstration scenarios and exercises
- Internal testing of model workflows to support live demonstration

Task 3: Training Sessions

FHU will conduct 3-4 remote training sessions, each approximately 60-90 minutes in length.
Training content will be based on standard workflows and will be tailored at a high level to PACOG staff needs and will focus on foundational use of the model within TransCAD. Content will emphasize practical workflows and common tasks rather than detailed model theory.

Potential training topics include:

- Overview of travel demand modeling process and model workflow
- Introduction to the TransCAD interface and model file structure
- Running the model and managing scenarios
- Basic network editing (roadway and transit)
- Overview of socioeconomic data inputs and scenario development
- Review and interpretation of model outputs
- Basic mapping and data extraction for planning applications
- General best practices for model use and file management

Task 4: Supplemental Support

FHU will provide limited on-call support following the training sessions to assist PACOG staff with applying the model. Supplemental support is intended to reinforce training topics within to the level of effort identified in the project budget.

Activities may include:

- Responding to staff questions via email or brief calls
- Guidance on applying training concepts to PACOG-specific tasks
- Clarification of model workflows demonstrated during training

Assumptions and Limitations

- The training will focus on use of the existing model, without modification to its underlying structure
- The effort will emphasize fundamental application and workflows within TransCAD
- Instruction on model development, calibration, or validation is not included
- Troubleshooting support will be limited to general guidance on model use and workflows. Identification or resolution of model coding issues, errors, or bugs is not included.
- FHU is not responsible for the performance, accuracy, or underlying structure of the travel demand model.
- PACOG staff will have access to the model files, software, necessary licenses, and have the required machine hardware
- Training sessions may be recorded for internal PACOG use

Budget

This task will be completed on a lump sum basis with an anticipated budget of **$8,000**.

Schedule

The training sessions will be scheduled in coordination with PACOG staff and are anticipated to occur over a 2-3 month period.

Attachment B

Fee Schedule

Excerpt from Consultant Proposal dated April 14, 2026, Page 2

PACOG Bicycle and Pedestrian Master Plan Supplemental Cost Estimate	
Active Transportation Facilities Data Cleaning/Asset Management	$3,000
Latent Demand Analysis/Mapping	$10,000
Integration of Latent Demand Analysis into Project Selection	$5,000
Printable Map Enhanced Design	$10,000
Public Facing Webmap	$2,000
TDM Training (FHU)	$8,000
Supplemental Total	**$38,000**

Additional Information for Amendment

System for Award Management (SAM.gov) Registration

Certificate of Good Standing

PERA Questionnaire

Insurance Certificate(s)

SAM.GOV®

BOHANNAN-HUSTON, INC.

REVIEWED
By Christina Garcia at 3:09 pm, Apr 27, 2026

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
Y6M3T17EP543	**3ZXA6**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Feb 9, 2027**	
Physical Address	Mailing Address	
10303 E Dry Creek RD STE 250 **Englewood, Colorado 80112-1582** **United States**	**10303 E Dry Creek RD STE 250** **Englewood, Colorado 80112-1582** **United States**	

Business Information

Doing Business as	Division Name	Division Number
Bohannan Huston, Inc.	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Colorado 06	**New Mexico / United States**	**https://www.bhinc.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Feb 9, 2026	**Feb 9, 2026**	**May 24, 2005**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Nov 10, 2004	**Mar 31**

Immediate Owner

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

Highest Level Owner

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

Executive Compensation

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

Proceedings Questions

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

Exclusion Summary

Active Exclusions Records?

N

SAM Search Authorization

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

Yes

Entity Types

Business Types

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

Socio-Economic Types

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

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**

EFT Indicator	CAGE Code
0000	**3ZXA6**

Points of Contact

Electronic Business

DAVID LARSON

7500 Jefferson ST. NE
Albuquerque, New Mexico 87109
United States

Government Business

DENISE ATEN

10303 E Dry Creek RD STE 250
Greenwood Village, Colorado 80112
United States

BRUCE STIDWORTHY

7500 Jefferson ST. NE
Albuquerque, New Mexico 87109
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541330**	**Engineering Services**
	541350	**Building Inspection Services**
	541370	**Surveying And Mapping (Except Geophysical) Services**
	541430	**Graphic Design Services**
	541511	**Custom Computer Programming Services**
	541512	**Computer Systems Design Services**
	541513	**Computer Facilities Management Services**
	541519	**Other Computer Related Services**
	541620	**Environmental Consulting Services**
	541715	**Research And Development In The Physical, Engineering, And Life Sciences (Except Nanotechnology And Biotechnology)**

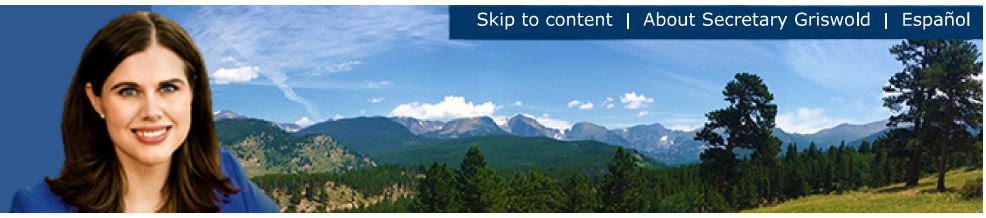
Disaster Response

Yes, this entity appears in the disaster response registry.

No, this entity does not require bonding to bid on contracts.

Bonding Levels	Dollars
	(blank)

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



Summary

For this Record...

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

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

Business Home

Business Information
Business Search

FAQs, Glossary and Information

Details			
Name	BOHANNAN-HUSTON,INC.		
Status	Good Standing	**Formation date**	01/24/2005
ID number	20051036417	**Form**	Foreign Corporation
Periodic report month	January	**Jurisdiction**	New Mexico
Principal office street address	7500 Jefferson St NE, Albuquerque, NM 87109, US		
Principal office mailing address	7500 Jefferson St NE, Albuquerque, NM 87109, US		

Registered Agent	
Name	BOHANNAN-HUSTON,INC.
Street address	10303 E Dry Creek Rd Ste 250, Englewood, CO 80112, US
Mailing address	10303 E Dry Creek Rd Ste 250, Englewood, CO 80112, US

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

Back

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

BOHANNAN-HUSTON,INC.

is an entity formed or registered under the law of New Mexico , 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 20051036417 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/24/2026 that have been posted, and by documents delivered to this office electronically through 04/27/2026 @ 15:09:01 .

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 04/27/2026 @ 15:09:01 in accordance with applicable law. This certificate is assigned Confirmation Number 18493238 .

Secretary of State of the State of Colorado

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

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

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

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

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

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

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

_____.

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

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

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

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

Company Name: Rohannan-Huston Inc

Authorized Signature: [signature] Title: TREASURER

Printed Name: DAVID A LARSON Date: 2/12/2025

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/9/2026

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: Carrie Butler PHONE (A/C, No, Ext): (505) 262-9412 9412 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: Carrie.Butler@hubinternational.com
INSURED Bohannan Huston, Inc. 7500 Jefferson St. NE Albuquerque, NM 87109-4335	INSURER A : Hartford Fire Insurance Company — NAIC # 19682 INSURER B : Hartford Ins Co of the Midwest — 37478 INSURER C : Hartford Casualty Insurance Company — 29424 INSURER D : New Mexico Commercial Insurance Company — 15996 INSURER E : Continental Casualty Company — 20443 INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	34UUNOL6HFR	8/1/2025	8/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EMPLOYEE BENEFI	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	34UENOL5066 P4	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			34 XHU OL6HGV	8/1/2025	8/1/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	70912.117	8/1/2025	8/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional/Poll			AEH288359977	8/1/2025	8/1/2026	$4,000,000 Aggregate	2,000,000

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

The General Liability, Automobile and Umbrella policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder and Owner, only when there is a written contract or written agreement between the named insured and the certificate holder and with regard to work performed and completed operations on behalf of the named insured. The General Liability, Automobile, Umbrella and Workers' Compensation policies provide a Blanket Waiver of Subrogation in favor of the same, when required by written contract. The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording, when required by written contract. Automobile Liability is Primary by design. Umbrella Follows Form for underlying policies.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: BOHAHUS-01 JBENALLY

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		Bohannan Huston, Inc. 7500 Jefferson St. NE Albuquerque, NM 87109-4335
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
22-069 Bicycle and Pedestrian Master Plan Update

"The City of Pueblo, its agents, officers and employees are designated as additional insured."

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Docusign Envelope ID: 168A81A9-C9FC-886B-8238-7ACD8F69696C

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 11, 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 APPROVING AMENDMENT NO. 7 OF THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND SHORT-ELLIOTT-HENDRICKSON, INC., IN THE AMOUNT OF $20,724 FOR PROJECT NO. 21-075, DILLON AND EAGLERIDGE ROUNDABOUT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution approves Amendment No. 7 to the Professional Consulting Services Agreement awarded to Short-Elliott-Hendrickson, Inc. (SEH), in the amount of $20,724.00 for Project No. 21-075 (CI1819), SHO M086-084 (23584), Dillon and Eagleridge Roundabout.

PREVIOUS COUNCIL ACTION:

Ordinance 9350, dated September 24, 2018, established project CI1819 and budgeted and appropriated funds in the amount of $250,000.00 to said project.

Ordinance 9889, dated February 22, 2021, approved an agreement with CDOT, accepting a grant from Federal Highway Administration (FHWA) in the amount of $1,800,000.00 and budgeted and appropriated those funds into said project.

Resolution 14824, dated March 14, 2022, awarded an agreement for professional engineering services in the amount of $229,243.00 to Short-Elliott-Hendrickson, Inc., for Project No. 21-075 Dillon and Eagleridge Roundabout.

Resolution 15182, dated March 27, 2023, approved Amendment No. 4 to the agreement for professional engineering services in the amount of $18,685.00 for Project No. 21-075 Dillon and Eagleridge Roundabout.

Docusign Envelope ID: 168A81A9-C9FC-886B-8238-7ACD8F69696C

Resolution 15183, dated March 27, 2023, approved Amendment No. 5 to the agreement for professional engineering services in the amount of $22,031.00 for Project No. 21-075 Dillon and Eagleridge Roundabout.

Resolution 15642, dated May 28, 2024, approved Amendment No. 6 to the agreement for professional engineering services in the amount of $49,052.00 for Project No. 21-075 Dillon and Eagleridge Roundabout.

BACKGROUND:

The City of Pueblo was awarded a Highway Safety Improvements Project (HSIP) through the Colorado Department of Transportation (CDOT).

The grant funds, along with the allocated 2018 General Funds, will be used to design and construct a traffic roundabout at the intersection of Dillon Drive and Eagleridge Boulevard in the City of Pueblo. The roundabout will provide a free flowing condition for all turning movements and will eliminate stop signs. Additionally, the median, and concrete curb and gutter, striping and appropriate signage will be installed on all four quadrants to delineate lanes and instruct drivers. Crosswalks, curb ramps, landscaping, and other appurtenances will also be installed.

Amendments No. 1 through No. 3 were executed by the purchasing agent as they were determined to be minor amendments.

Amendment No. 1 to this contract was to clarify and more specifically identify the scope of work to be performed under the agreement.

Amendment No. 2 to this contract was to provide a rate change, allowing 2022 staff and rate updates to the existing contract. This amendment did not increase the $229,243.00 base contract compensation.

Amendment No. 3 to this contract was to add additional services for traffic study and Operations Evaluation Level 1 as required by CDOT. This amendment increased the base contract amount by $22,228.00.

Amendment No. 4 provided additional services for an Operations Evaluation Level 2 as required by CDOT and increased the base contract amount by $18,685.00, making the contract amount $270,156.00.

Amendment No. 5 provided additional work for the project to upsize the sanitary sewer mains located in the same footprint of the proposed roundabout and increased the base contract by $22,031.00, making the contract amount $292,187.00.

Amendment No. 6 is related to the revised geometry requested by City of Pueblo staff and the traffic forecasting data that was provided, additional survey and design of the I-25 Northbound off-ramp as requested by CDOT, as well as supplemental SUE for the additional survey limits and additional fiber that has been installed along the project limits.

The proposed Amendment No. 7 is to provide right-of-way staking for acquisition of

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easements, redesign of the Dillon Drive median, and development of conceptual construction phasing and traffic control plans.

FINANCIAL IMPLICATIONS:

Funding for Amendment No. 7 ($20,724.00) will be paid from account CI1819, Dillon and Eagleridge Roundabout.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the design of the additional improvements necessary to complete the design.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 21-075 SEH Amendment No 7

Docusign Envelope ID: 168A81A9-C9FC-886B-8238-7ACD8F69696C

RESOLUTION NO. 16320

A RESOLUTION APPROVING AMENDMENT NO. 7 OF THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND SHORT-ELLIOTT-HENDRICKSON, INC., IN THE AMOUNT OF $20,724 FOR PROJECT NO. 21-075, DILLON AND EAGLERIDGE ROUNDABOUT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, Project No. 21-075 (CI1819), SHO M086-084 (23584) Dillon and Eagleridge Roundabout Project was awarded to Short-Elliott-Hendrickson, Inc., on March 14, 2022; and,

WHEREAS, additional design and engineering work contemplated by Amendment No. 7 is needed; and,

WHEREAS, it is in the best interest of the City of Pueblo to proceed with and complete such design in the manner herein provided; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Amendment No. 7, by and between the City of Pueblo, a Municipal Corporation, and Short-Elliott-Hendrickson, Inc., a Colorado Corporation, a copy of which is attached hereto, having been approved as to form by the City of Pueblo Attorney, is hereby approved, and City Council authorizes the additional work contemplated by Amendment No. 7 to be performed in the amount of $20,724.00.

SECTION 2.

Funds in the amount of $20,724.00 will be paid from Project CI1819, Dillon and Eagleridge Roundabout Project.

SECTION 3.

The Purchasing Agent is hereby authorized to execute Amendment No. 7 on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest same.

SECTION 4.

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

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

Docusign Envelope ID: 168A81A9-C9FC-886B-8238-7ACD8F69696C

INTRODUCED: May 11, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: Clyde Bishop F1C1AF8727B149A...
CITY CLERK

AMENDMENT NO. 7 TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BY AND BETWEEN CITY OF PUEBLO AND SHORT-ELLIOTT-HENDRICKSON, INCORPORATED

1. INTRODUCTION

This Amendment No. 7 to the Agreement for Professional Consulting Services ("Amendment") is executed to be effective as of the _____ day of _____, 20____, by and between the City of Pueblo, a Colorado Municipal Corporation (“Owner”) and Short-Elliott-Hendrickson, Incorporated, a registered Minnesota Corporation registered to do business in Colorado (“Consultant”). Owner and Consultant are sometimes referred to herein as a “Party” and collectively, as the “Parties.”

2. PROJECT STATEMENT

WITNESSETH THAT:

WHEREAS, Owner and Consultant entered into that certain Agreement for Professional Consulting Services dated March 15, 2022 for Bid 21-075 RFQ - Design and Engineering for Dillon and Eagleridge Roundabout (the “Agreement”), Amendment No. 1 dated April 4, 2022, Amendment No. 2 dated August 3, 2022, Amendment No. 3 dated August 5, 2022, Amendment No. 4 dated March 28, 2023, Amendment No. 5 dated March 28, 2023, and Amendment No. 6 dated May 31, 2024;

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

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

3. AGREEMENT

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

   1. Consultant shall provide additional services for project management, right-of-way appraisal services, Dillon Drive southbound median redesign, and conceptual construction phasing and traffic control plans as identified in Attachment A.

   2. Attachment A to this Amendment No. 7 shall be additional work as agreed upon by Consultant and Owner, and Consultant shall complete the work items as generally described in said Attachment A in accordance with the terms of the Agreement and any and all prior amendments thereto.

B. With respect to services provided under the Amendment No. 7, the fee schedule attached as Attachment B to this Amendment No. 7 shall apply to compensation payable to Consultant. The aggregate compensation payable to the Consultant for performance of the additional services

authorized by this Amendment No. 7 shall not exceed the maximum amount of $20,724.00 as set forth in the Attachment B and notwithstanding whether the service is billed as Time and Material.

1. The compensation payable to the Consultant by this Amendment No. 7 shall be billed at the amounts set forth in the Attachment B.
2. Owner must respond in writing with written approval prior to Consultant beginning work.

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

D. Except as expressly modified by this Amendment No. 7, the Agreement shall remain in full force and effect. Except as modified by this Amendment No. 7, any obligations to be performed under the Agreement by either party are not waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Agreement as it existed prior to this Amendment No. 7.

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

4. SIGNATURE SECTION

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Teresa May Burns, Director of Purchasing

Attest_____
Clyde Bishop, City Clerk

[SEAL]

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

_____
Danny Nunn, Director of Finance

SHORT ELLIOTT HENDRICKSON, INC.

By_____
James Hayson, Principal-In-Charge

APPROVED AS TO FORM
DEPARTMENT OF LAW

_____
Robert Jagger, Deputy City Attorney

Attachments: Attachments A - B and Additional Information for Amendment

Attachment A

Scope of Services

Excerpt from Consultant Proposal dated April 23, 2026, Pages 1 – 2

Project Understanding and Limits: The project involves the design of a traffic roundabout at the intersection of Dillon Drive and Eagleridge Boulevard east of I-25 on the northeast side of the City of Pueblo. The roundabout shall provide a free-flow condition for all turning movements to eliminate the existing stop-controlled intersection configuration. Medians and concrete curb and gutter, as well as striping and appropriate signage will be installed on all four quadrants to delineate lanes and instruct drivers. Additional improvements to include crosswalks, curb ramps, landscaping, and other appurtenances will also be installed. The design and construction of the project will be funded through a grant received from the Colorado Department of Transportation; therefore, all design and requirements will adhere to FHWA oversight.

Scope: The Basic Services provided by SEH as set forth herein is provided subject to the attached Agreement for Professional Services.

Unless task is explicitly included in scope of work, task is explicitly excluded.

Our services will consist of:

Project Management

1. Project management to include Amendment 7 agreement execution and accounting setup.

Right-of-Way Appraisal Services

1. Mark in the field with lathe and marking paint the limits and delineation of RW-1 (NuVue) and RW-3 (Loaf N'Jug) for appraisal visualization.
    a. Office set up of coordinate points
    b. Field Marking

Dillon Drive Southbound Median Redesign

1. Restore construction plans to previous southbound Dillon Drive median design which were previously completed at FIR Level and directed by City Traffic Engineer to redesign for full movement from Loaf N' Jug driveway access. City and CDOT direction are design for 3/4-movement.
    a. Update Removal Plans
    b. Update Median Plan, Profiles and Details
    c. Update Signing and Striping Plan
    d. Update Grading Plan
    e. Update Opinion of Probable Construction Cost

Construction Phasing Plans

1. Develop conceptual construction phasing plans to include:
    a. Narrative of construction phasing identifying impacted businesses operations, temporary closures, and access requirements.
    b. Plan view of conceptual phases and correlation to phasing narrative.
    c. Identification of impacted businesses with appropriate contact information.

2. Develop conceptual construction traffic control plans to include:
    a. Plan view of conceptual traffic control and correlation to phasing narrative.
3. Meetings with CDOT, City of Pueblo and impacted businesses. (Up to 6 hours of coordination and facilitation)

Specific Exclusions/Assumptions

- It is assumed that sufficient topographic information is available to sufficiently detail and design the extended limits of Eagleridge Boulevard. If additional survey is required, SEH will notify the City of the additional need and the anticipated additional effort required.
- City of Pueblo will provide, or give access to, the SEH all existing planning documents, reports, and construction plans for Quick Quack Car Wash.
- Client will provide, or give access to, the SEH all previously approved agreements between the City and/or Colorado Department of Transportation and Quick Quack Car Wash.
- Construction phasing and traffic control plans are conceptual in nature with sufficient detail of intent for contractor's to bid upon. Plans are not intended to direct means, methods, sequences, procedures or schedule of contractor.
- Street lighting design, beyond typical and standard regulatory spacing requirements, is not included.
- Right-of-way plans for property acquisitions are not included.
- Additional meetings, as requested by City of Pueblo, or required by CDOT, shall be conducted on a time and materials basis, based on the Rate Schedule Method.
- This fee proposal assumes that there will be no more than one (1) review/response cycle, per phase, with City of Pueblo or CDOT on the information provided.
- The fee assumes that the study area and scope of work provided by SEH at the time of the proposal will not change. Any modifications to the scope that affect the study area, project limits or scope shall be considered additional services and negotiated by City of Pueblo and SEH prior to any additional work commencing.

Attachment B

Fee Schedule

Excerpt from Consultant Proposal dated April 23, 2026, Page 3

Fee Proposal Dillon and Eagleridge RAB - Amendment 7		Right-of-Way/Esmt Staking	Dillon Drive South Median Redesign	Construction Phasing Plan and TCP			Total
Labor Category	Labor Rate	Staking file setup; Marking of RW-1 (NuVue) and RW-3 (Loaf N' Jug)	Revise Dillon Drive South Median to original design; Update removals; median detail; plan and profile; signing and striping updates	Conceptual Construction Phasing Plan to include narrative and graphics	Conceptual Construction Traffic Control Plan	Stakeholder Meeting and Coordination	
Principal-in-Charge/Project Manager - (Jimmie Hayson)	$250.00	0.5	1	2	2	6	12
Senior Engineer II (Tim Nuetzel)	$245.00			10	8		18
Senior Engineer I (Jordan Townsend)	$190.00		8				8
Graduate Engineer II (Cody Pfister)	$155.00			28	16		44
Graduate Engineer II (Craig Hayson)	$145.00		24				24
Senior PLS - (Scott Klinker)	$230.00	1					1
Survey Crew Chief - (Miles Small)	$215.00	5					5
Sr. Accounting Representative - (Suzie O'Connor)	$145.00		1				1
Total Hours		**7**	**34**	**40**	**26**	**6**	**112**
Total Labor Cost		**$1,430**	**$5,395**	**$7,290**	**$4,940**	**$1,500**	**$20,555**
Other Direct Costs / Equipment / Materials / Supplies / Re-production / Mailings / Shipping / Services							
Survey Vehicle ($7.5/hr)		$45.00					$45.00
GPS Equipment ($35/Hr)		$70.00					$70.00
Drone ($135/hr)							$0.00
Private Utility Locating Services							$0.00
Subtotal		$115.00	$0.00	$0.00	$0.00	$0.00	$115.00
Travel Expenses / Vehicle Mileage / Lodging / M&IE / Per Diem							
Number of People Traveling:							
Meals and Lodging							
Lodging = $107/ Night (plus 15% tax)							$0.00
Meals = $59 Per Diem ($44.25 first/last day)							$0.00
Vehicle Mileage - Travel to/from							
Round Trip Mileage - Federal GSA Rate = $0.72/mile (2026 Rate).		$54.00					$54.00
Airfare- Travel to/from + Baggage Fees							
Round Trip							$0.00
Rental Car							
Rental Car = $100/day							$0.00
Rental Car Fuel							$0.00
Subtotal -- Travel Expenses / Vehicle Mileage / Lodging / M&IE / Per Diem		$54.00	$0.00	$0.00	$0.00	$0.00	$54.00
Total Cost		**$1,599.00**	**$5,395.00**	**$7,290.00**	**$4,940.00**	**$1,500.00**	**$20,724.00**

Additional Information for Amendment

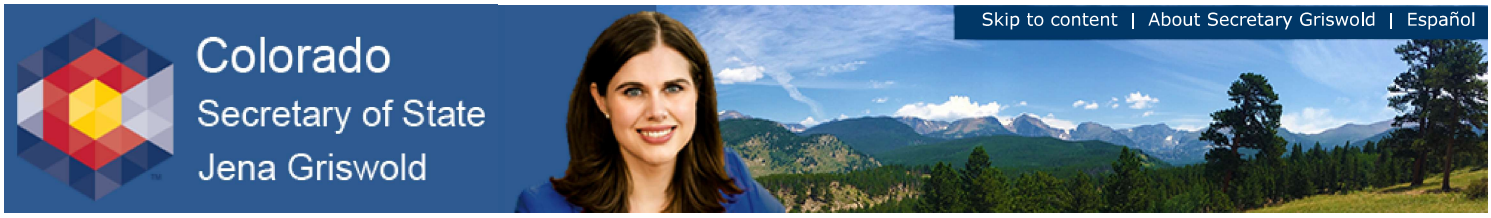
System for Award Management (SAM.gov) Registration [attach updated copy prior to signature]

Certificate of Good Standing

PERA Questionnaire [attach updated copy prior to signature]

Insurance Certificate(s) – City of Pueblo

Insurance Certificate(s) – CDOT [attach updated copy prior to signature]



Summary

For this Record...

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

Business Home
Business Information
Business Search

FAQs, Glossary and Information

Details			
Name	Short-Elliott-Hendrickson, Incorporated		
Status	Good Standing	**Formation date**	01/22/2001
ID number	20011014839	**Form**	Foreign Corporation
Periodic report month	January	**Jurisdiction**	Minnesota
Principal office street address	3535 Vadnais Center Drive, St. Paul, MN 55110, US		
Principal office mailing address	3535 Vadnais Center Drive, St. Paul, MN 55110, US		

Registered Agent	
Name	United Agent Group Inc.
Street address	201 E 4th St, Loveland, CO 80537, US
Mailing address	201 E 4th St, Loveland, CO 80537, US

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

Back

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Short-Elliott-Hendrickson, Incorporated

is an entity formed or registered under the law of Minnesota , 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 20011014839 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/24/2026 that have been posted, and by documents delivered to this office electronically through 04/27/2026 @ 16:43:52 .

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 04/27/2026 @ 16:43:52 in accordance with applicable law. This certificate is assigned Confirmation Number 18493888 .

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."

CERTIFICATE OF LIABILITY INSURANCE

12/1/2026

DATE (MM/DD/YYYY): 11/24/2025

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

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

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1480921 SHORT-ELLIOTT-HENDRICKSON, INCORPORATED 3535 VADNAIS CENTER DRIVE ST. PAUL MN 55110-3507	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** The Continental Insurance Company — 35289 **INSURER B :** National Fire Insurance Co of Hartford — 20478 **INSURER C :** Continental Casualty Company — 20443 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 18336755 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	6079420587	12/1/2025	12/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	Y	6079420699	12/1/2025	12/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	N	N	6079420590	12/1/2025	12/1/2026	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $ XXXXXXX
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	6079421254	12/1/2025	12/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	CRIME	N	N	768754914	12/1/2025	12/1/2026	$1,000,000 EMPLOYEE THEFT $10,000 DEDUCTIBLE	

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

****SEE ATTACHED***

CERTIFICATE HOLDER

18336755
CITY OF PUEBLO, A MUNICIPAL CORPORATION
230 S. MECHANIC STREET
PUEBLO CO 81003

CANCELLATION See Attachment

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

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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RE: SEH PUEBL 166653/ DESIGN AND ENGINEERING FOR DILLON AND EAGLERIDGE ROUNDABOUT. THE CITY OF PUEBLO, ITS AGENTS, OFFICERS AND EMPLOYEES ARE ADDITIONAL INSURED ON GENERAL LIABILITY ON A PRIMARY, NON-CONTRIBUTORY BASIS, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON GENERAL, AUTO AND WORKERS COMPENSATION POLICIES AS REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. FOR CANCELLATION FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 30 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER FOR GENERAL, AUTO AND WORKERS COMPENSATION POLICIES.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/02/2025

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

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

PRODUCER	CONTACT NAME: Jeanne Danmeier	
H. Robert Anderson and Associates, Inc. 8201 Norman Center Drive Suite 220 Bloomington MN 55437	PHONE (A/C, No, Ext): (952) 893-1933	FAX (A/C, No): (952) 893-1819
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Short-Elliott-Hendrickson, Incorporated 3535 Vadnais Center Drive St. Paul MN 55110	INSURER A : XL Specialty Insurance Co.	37885
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2025-2026 1 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPR5051159	12/01/2025	12/01/2026	Each Claim/ Each Policy Year Aggregate	$5,000,000 $10,000,000

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

Re: PUEBL 166653/ DESIGN AND ENGINEERING FOR DILLON AND EAGLERIDGE ROUNDABOUT

This certificate or memorandum of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

CERTIFICATE HOLDER

City of Pueblo;
a Municipal Corporation
230 South Mechanic Street
Pueblo CO 81003

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Theresa M. Andersons

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/2/2025

12/1/2026

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

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PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1486214 SHORT-ELLIOTT-HENDRICKSON, INCORPORATED 3535 VADNAIS CENTER DRIVE ST. PAUL MN 55110-3507	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** AXIS Surplus Insurance Company — 26620 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 18336766 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:			NOT APPLICABLE			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE $	$ XXXXXXX $ XXXXXXX $ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	CYBER	N	Y	P-001-001032915-04	12/1/2025	12/1/2026	LIMIT: $5,000,000 AGGREGATE DED: $50,000	

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

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

RE: SEH #PUEBL 166653/ DESIGN AND ENGINEERING FOR DILLON AND EAGLERIDGE ROUNDABOUT. BID 21-075 RFQ – DESIGN AND ENGINEERING FOR DILLON AND EAGLERIDGE ROUNDABOUT. WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER APPLIES ON CYBER, AS REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER

18336766
CITY OF PUEBLO, A MUNICIPAL CORPORATION
230 S. MECHANIC STREET
PUEBLO CO 81003

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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Docusign Envelope ID: 168A81A9-C9FC-886B-8238-7ACD8F69696C

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 11, 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 $4,930.42 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 134 DUNSMERE AVE, PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

SUMMARY:

This Resolution ratifies and approves the award of a construction contract to Parker Excavating, Inc., for emergency sanitary sewer point repairs at 134 Dunsmere Ave.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

While the Wastewater Department collection crew was performing a routine television inspection, it was discovered that a pipe segment had a large hole in the pipe. The defect increased the risk of the pipe backing up and causing further issues if the surrounding soil fell into the pipe and caused a blockage. An emergency point repair was necessary to avoid any debris entering the pipe and causing blockage.

The repair work was performed under the Sanitary Sewer Point Repair multi-year contract under which two contractors were qualified via a 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: 168A81A9-C9FC-886B-8238-7ACD8F69696C

Sanitary Sewer Replacement-related		
Total:	$ 3,706.42	75%
Surface Improvement Related		
Total:	$ 1,224.00	25%
Grand Total:	$ 4,930.42	100%

FINANCIAL IMPLICATIONS:

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

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 5-11-26 134 Dunsmere Ave Emergency Point Repair Attachment

Docusign Envelope ID: 168A81A9-C9FC-886B-8238-7ACD8F69696C

RESOLUTION NO. 16321

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $4,930.42 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 134 DUNSMERE 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 134 Dunsmere Ave. with Parker Excavating, Inc., Project No. 24-033 (WWAN03) — Emergency Point Repair awarded to said bidder in the amount of $4,930.42.

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 hereby ratified.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: May 11, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: Clyde Bishop F1C1AF8727B149A...
CITY CLERK

2024-2026 Emergency Sanitary Sewer Point Repair					134 Dunsmere Ave	
Date 09/16/2025						
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	10	$ 2,500.00	$ 1,500.00
		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	15	$ 1,650.00	$ 1,530.00
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
14	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 8” and 10” Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
15	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 12" and 15" Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
16	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 12" and 15" Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
17	Remove and Replace 7” Reinforced Concrete	1-20	SF		$ -	$ -
		21-100	SF		$ -	$ -
		>100	SF		$ -	$ -
18	Remove and Replace 6” Reinforced Concrete	1-20	SF		$ -	$ -
		21-100	SF		$ -	$ -
		>100	SF		$ -	$ -
19	Remove and Replace 4” Concrete	1-20	SF		$ -	$ -
		21-100	SF		$ -	$ -
		>100	SF		$ -	$ -
20	Remove and Replace Standard Curb and Gutter	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -

21	Install or Remove and Replace 6'' Curb Head	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
22	Install Extra Lean Concrete (FlowFill)	1-20	CY		$ -	$ -
		21-100	CY		$ -	$ -
		>100	CY		$ -	$ -
23	Class 6 Base Course for Gravel Surfaced Alleys	TN		10	$ 400.00	$ 330.00
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		1	$ 350.00	$ 388.00
32	Reinstate Services - 6''	EA			$ -	$ -
33	Mobilization	LS		1	$ 1,750.00	$ 1,725.00
				Total	$ 6,650.00	$ 5,473.00
				With Contingency	$ 7,980.00	$ 6,567.60

CONTRACT CHANGE ORDER

CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 24-033 (WWAN03) Change Order No. : ONE 4/13/2026

Project Name : 2024, 2025 and 2026 Sanitary Sewer Point Repair
134 Dunsmere 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	REMOVE AND REPLACE 8" PVC LESS THAN 10' DEEP	($150.00)	
2	ASPHALT PATCH - 4" HMA ON 4" CLASS 6 ABC FOR 8" AND 10" PIPE	($306.00)	
3	CLASS 6 BASE COURSE FOR GRAVEL SURFACED ALLEYS	($330.00)	
6	TRAFFIC CONTROL		$243.42
	TOTAL (Decrease) / Increase	($786.00)	$243.42

Net Adjustment This Change Order	$	(542.58)
Amount of Previous Change Order(s)	$	0.00
Original Contract Amount	$	5,473.00
Total Adjusted Contract Amount To Date	$	4,930.42

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
134 Dunsmere Ave



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City Clerk's Office Item # M6

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 11, 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 AUTHORIZING THE CITY OF PUEBLO TO CREDIT SANITARY SEWER FEES OF $245.60 TO ALI MILLER

SUMMARY:

This Resolution authorizes the refund of erroneously collected sanitary sewer fees in the amount of $245.60. From July 2025 to December 2025, charges for sanitary sewer fees were applied to the consumption of water that was not discharged to the sanitary sewer system.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

The Wastewater Department received a request for Ali Miller, located at 5048 Buchanan Dr., seeking a refund of sanitary sewer charges. Malicious intent by a third-party tenant misrepresented water consumption during the adjustment period which resulted in an inflated sewer average set for the year.

Pursuant to City Ordinance §16-6-25, refunds based upon sewer user charges appearing on billings issued more than ninety (90) days prior to receipt of a written request can only be authorized by City Council and are limited to a maximum period of two years. Ali Miller is requesting a refund of sanitary sewer fees in the amount of $245.60 for charges from July 2025 to December 2025.

FINANCIAL IMPLICATIONS:

The refund of $245.60 will be credited to the customer's utilities account #305861-129424.

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BOARD/COMMISSION RECOMMENDATION:

None

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Alternative No. 1 – No Action the property at 5048 Buchanan Dr. will not receive compensation for erroneously charged sanitary sewer fees.

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:

1. 05-11-26 Refund 5048 Buchanan Dr

Docusign Envelope ID: 168A81A9-C9FC-886B-8238-7ACD8F69696C

RESOLUTION NO. 16322

A RESOLUTION AUTHORIZING THE CITY OF PUEBLO TO CREDIT SANITARY SEWER FEES OF $245.60 TO ALI MILLER

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

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

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City shall refund Ali Miller the sum of $245.60 for the erroneous collection of sewer fees charged for 5048 Buchanan Dr. during the period of July 2025 to December 2025.

SECTION 2.

Such refund shall be credited directly to the customer's utilities account (#305861-129424) in the amount of $245.60.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: May 11, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: Clyde Bishop F1C1AF8727B149A...
CITY CLERK

ALI MILLER

5048 BUCHANAN DR

305861-129424

FY25 rate /1K gallon

$ 6.14

Bill Date	Consumption	Billed Sewer	Adjustment	Over/(Under) Charged (K gallons)	Over/ (Under) Charged ($$$)
07/27/2005	32	10.0	5.0	-5.0	$ (30.70)
08/26/2025	26	10.0	5.0	-5.0	(30.70)
09/25/2025	28	10.0	5.0	-5.0	(30.70)
10/28/2025	11	10.0	5.0	-5.0	(30.70)
11/25/2025	0	10.0	0.0	-10.0	(61.40)
12/24/2025	0	10.0	0.0	-10.0	(61.40)
	97	60		-40	**$ (245.60)**

Data Source: Board of Water Works

Docusign Envelope ID: 168A81A9-C9FC-886B-8238-7ACD8F69696C

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 11, 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 MARTINE P ORR, OLIVIA ST. ONGE, PAULA DAHL, HEATHER DEWEY, ALVA CLAUSSEN, BARBARA CLEMENTI, SANDRA SHERRER, AND DENNIS CHAPPELL TO THE COMMUNITY SERVICES ADVISORY COMMISSION (CSAC)

SUMMARY:

This resolution ratifies the joint City-County appointment of members to serve on the Community Services Advisory Commission (CSAC).

PREVIOUS COUNCIL ACTION:

Joint City-County appointments to the Community Services Advisory Commission (CSAC) 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:

There are five (5) vacancies and (3) terms ending on the Community Services Advisory Commission (CSAC) for a total of (8) positions available for the joint City-County appointment of members to complete four-year terms with various expiration dates. The following terms are available: 4 terms ending 2030; 3 terms ending 2028; 1 term ending 2027.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

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STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council in agreement with the County Commissioners could remove the Resolution from the Agenda and reevaluate the applications or request that the recruitment process be extended in order to receive additional applications for consideration.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. County Reso 26-127 CSAC

Docusign Envelope ID: 168A81A9-C9FC-886B-8238-7ACD8F69696C

RESOLUTION NO. 16323

A RESOLUTION RATIFYING THE JOINT APPOINTMENT OF MARTINE P ORR, OLIVIA ST. ONGE, PAULA DAHL, HEATHER DEWEY, ALVA CLAUSSEN, BARBARA CLEMENTI, SANDRA SHERRER, AND DENNIS CHAPPELL TO THE COMMUNITY SERVICES ADVISORY COMMISSION (CSAC)

WHEREAS, the Board of County Commissioners have duly convened and appointed Martine P Orr, Olivia St. Onge, Paula Dahl, Heather Dewey, Alva Claussen, Barbara Clementi, Sandra Sherrer, and Dennis Chappell to the Community Services Advisory Commission (CSAC) to complete four-year terms, 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 Martine Orr to the Community Services Advisory Commission (CSAC) to complete a four-year term expiring April 30, 2027 shall be and hereby is ratified.

SECTION 2.

The joint appointment of Olivia St. Onge, Paula Dahl, and Heather Dewey to the Community Services Advisory Commission (CSAC) to complete a four-year term expiring April 30, 2028 shall be and hereby is ratified.

SECTION 3.

The joint appointment of Barbara Clementi to the Community Services Advisory Commission (CSAC) to serve a four-year term expiring April 30, 2030 shall be and hereby is ratified.

SECTION 4.

The joint reappointment of Alva Claussen, Sandra Sherrer, and Dennis Chappell to the Community Services Advisory Commission (CSAC) to serve a four-year term expiring April 30, 2030 shall be and hereby is ratified.

SECTION 5.

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 6.

This Resolution shall become effective immediately upon final passage.

Docusign Envelope ID: 168A81A9-C9FC-886B-8238-7ACD8F69696C

INTRODUCED: May 11, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: Clyde Bishop F1C1AF8727B149A...
CITY CLERK

RESOLUTION NO. 26-_127_

THE BOARD OF COUNTY COMMISSIONERS
OF PUEBLO COUNTY, COLORADO

APPOINTING MEMBERS TO THE
COMMUNITY SERVICES ADVISORY COMMISSION

WHEREAS, this Board, by Resolution No. 03-177, dated July 15, 2003, approved the Agreement for Community Services Planning, Administration, and Accountability Services between the City of Pueblo and Pueblo County, as amended, which established the Community Services Advisory Commission (CSAC); and

WHEREAS, the Community Services Advisory Commission evaluates proposals from Service Agencies desiring to provide Community Services using General Funds provided by either the City or County and other allocated City or County funds, which may be provided by the City or County from time to time, and makes recommendations to this Board and City Council regarding such proposals; and

WHEREAS, there currently exists eight (8) joint vacancies due to resignations and term expirations, on the Community Services Advisory Commission; and

WHEREAS, Public Notice soliciting applications from persons interested in serving on the Community Services Advisory Commission was published in *The Pueblo Chieftain*, Pueblo County website, government access channel, and social media, and nine (9) applications were received; and

WHEREAS, this Board, in conjunction with the City of Pueblo, now desires to appoint the individuals named below with the terms indicated below as joint members to the Community Services Advisory Commission.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pueblo County, Colorado, that the following individuals are hereby appointed as joint members to the Community Services Advisory Commission for the terms listed below subject to ratification by the City of Pueblo. Staff to the Board is hereby authorized and directed to notify the City of Pueblo and request ratification of these joint appointments.

Community Services Advisory Commission
Martine P. Orr – (term expiring April 30, 2027)
Olivia St. Onge – (term expiring April 30, 2028)
Paula Dahl– (term expiring April 30, 2028)
Heather Dewey – (term expiring April 30, 2028)
Alva Claussen – (term expiring April 30, 2030)
Barbara Clementi – (term expiring April 30, 2030)
Sandra Sherrer – (term expiring April 30, 2030)
Dennis Chappell – (term expiring April 30, 2030)

PASSED AND ADOPTED this 28th day of April 2026, in Pueblo County, Colorado.

THE BOARD OF COUNTY COMMISSIONERS
OF PUEBLO COUNTY, COLORADO

By: _____ Pro-Tem
Zach Swearingen, Chair

ATTEST:

By: Candace Rivera
Candace Rivera, County Clerk

U:\BU\RES\DM CSAC JOINTAPPTS 2026 4-28-26.DOCX

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Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 11, 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 LUCRETIA ROBINSON TO SERVE A FOUR-YEAR TERM EXPIRING JUNE 1, 2030, ON THE BOARD OF ELECTIONS

SUMMARY:

This Resolution confirms the appointment by the Mayor of Lucretia Robinson to serve a four-year term expiring June 1, 2030, on the Board of Elections.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

Due to the term expiration of Alvin Rivera, there is one spot available to serve a four-year term expiring June 1, 2030, on the Board of Elections.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

Docusign Envelope ID: 168A81A9-C9FC-886B-8238-7ACD8F69696C

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: 168A81A9-C9FC-886B-8238-7ACD8F69696C

RESOLUTION NO. 16324

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF LUCRETIA ROBINSON TO SERVE A FOUR-YEAR TERM EXPIRING JUNE 1, 2030, ON THE BOARD OF ELECTIONS

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Lucretia Robinson to the Board of Elections; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Lucretia Robinson to the Board of Elections to serve a four-year term expiring June 1, 2030, on the Board of Elections 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: May 11, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: Clyde Bishop F1C1AF8727B140A...
CITY CLERK

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 11, 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 15-1-6 OF THE PUEBLO MUNICIPAL CODE RELATING TO MOTORIZED VEHICLES UPON BIKEPATHS

SUMMARY:

Attached for consideration is an ordinance amending Pueblo Municipal Code Section 15-1-6 – "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, including specifications for e-bike usage. On December 11, 2025, City Council passed Ordinance 11086 adopting the 2024 Revision of the Model Traffic Code.

BACKGROUND:

Section 15-1-6(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 15-1-6(f) provides that "it shall be unlawful for any Class 3 electrical assisted bicycle, as defined by the November 2024 Revision 1.0 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 15-1-6 OF THE PUEBLO MUNICIPAL CODE RELATING TO MOTORIZED VEHICLES UPON BIKEPATHS

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

SECTION 1.

Section 15-1-6 – "Motorized vehicles in certain areas" of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 15-1-6. - 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 November 2024 Revision 1.0 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: May 11, 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 AND ACCEPTING COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) AERONAUTICS DIVISION GRANT NO. 26-PUB-01 FOR FUNDS IN THE AMOUNT OF $20,359 FOR THE TAXIWAY A SEALCOAT (PHASE I) PROJECT DESIGN, BID, AND SEALCOAT, BUDGETING AND APPROPRIATING SAID FUNDS TO PROJECT NO. AP2603 – PUB TAXIWAY A SEALCOAT PROJECT

SUMMARY:

This Ordinance will approve and accept a Colorado Department of Transportation Aeronautics Division Grant for the PUB Taxiway A Sealcoat (Phase I) project design, bid, and sealcoat at the Pueblo Memorial Airport.

PREVIOUS COUNCIL ACTION:

Resolution 16293, approved March 9, 2026, established Account No. AP2603 – PUB Taxiway A Sealcoat.

BACKGROUND:

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

FINANCIAL IMPLICATIONS:

Funds in the amount of $20,359 will be budgeted and appropriated to Project No. AP2603 – PUB Taxiway A Sealcoat. The City's matching fund obligation of $20,360.00 will be funded from previously budgeted and appropriated funds in Project No. AP2603.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the grant will not be accepted from the State and the project will not occur.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. 26-PUB-01 SDGA Resolution To Be Signed

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) AERONAUTICS DIVISION GRANT NO. 26-PUB-01 FOR FUNDS IN THE AMOUNT OF $20,359 FOR THE TAXIWAY A SEALCOAT (PHASE I) PROJECT DESIGN, BID, AND SEALCOAT, BUDGETING AND APPROPRIATING SAID FUNDS TO PROJECT NO. AP2603 – PUB TAXIWAY A SEALCOAT PROJECT

WHEREAS, the General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in C.R.S. §43-10-101 ("the Act") "…that there exists a need to promote the safe operations and accessibility of general aviation in this state: that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of the state is crucial in the event of a medical or other type of emergency…"; and,

WHEREAS, the Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. See C.R.S. §43-10-103 and C.R.S. §43-10-105 and C.R.S. §43-10-108.5 of the Act; and,

WHEREAS, any eligible entity operating an FAA-designated public-use airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports and such airports may request assistance by means of an Ordinance passed by the applicant's duly-authorized Governing body, which understands that all funds shall be used exclusively as defined in the Division's Programs and Procedures Manual ("the Manual") and the Airport Sponsor Assurances for the Colorado Discretionary Aviation Grant Funding ("Grant Assurances") for the project detailed in the Discretionary Aviation Grant Application ("Application") and in conjunction with CDOT's Small Dollar Grant Award Terms and Conditions; NOW THEREFORE,

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

SECTION 1.

The City Council of the City of Pueblo, as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics ("Division") in the form of a state aviation system grant. The City of Pueblo states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application. By signing this Ordinance, the City of Pueblo commits to keep open and accessible for public use all grant funded facilities, improvements, and services for their useful life, as determined by the Division and stated in this Ordinance and Grant Assurances.

SECTION 2.

The Small Dollar Grant Award CDAG No. 26-PUB-01, together with Exhibit A (Application), Exhibit B (Grant Assurances), and Exhibit C (State of Colorado Small Dollar Grant Award Terms and Conditions, including all addenda thereto) (collectively, the "Grant Agreement"), by and between the Colorado Department of Transportation Aeronautics Division ("CDOT") and the City of Pueblo, a Municipal Corporation, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby accepted and approved.

SECTION 3.

he Mayor is hereby authorized to execute the Grant Agreement in the name and on behalf of the City of Pueblo, where the Mayor may execute the Grant Agreement by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 4.

The City of Pueblo hereby designates the Director of Aviation as the Project Director, as described in the Manual, and authorizes the Project Director to act in all matters relating to the work project proposed in the Application on City's behalf.

SECTION 5.

Funds in the amount of $20,359.00 from the Grant Agreement are hereby budgeted and appropriated to Project No. AP2603 – Taxiway A Sealcoat.

SECTION 6.

The City of Pueblo has appropriated all funds that are currently required to be provided by the Application under the terms and conditions of the Grant Agreement.

SECTION 7.

Pursuant to the Grant Agreement, CDOT may propose amendments to the grant terms and its obligations thereunder. Administrative amendments, including but not limited to changes to the project schedule, scope clarifications that do not alter the substantive work to be performed, and compliance updates, may be accepted on behalf of the City by the Mayor or the Director of Aviation without further action by City Council, provided that such administrative amendments do not increase or decrease the maximum grant obligation or the City's matching fund requirement. Any amendment that would increase or decrease the maximum grant obligation, or that would alter the City's matching fund requirement, shall be submitted to City Council for acceptance by separate ordinance in accordance with Section 3-17 of the Pueblo City Charter, and any increase in funding shall be appropriated by separate ordinance in accordance with Section 7-14 of the Pueblo City Charter.

SECTION 8.

The City of Pueblo hereby accepts all guidelines, procedures, standards, and

requirements described in the Manual as applicable to the performance of the grant work and hereby approves the Grant Agreement submitted by the State, including all terms and conditions contained therein.

SECTION 9.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the Grant Agreement to implement the policy and procedures described therein.

SECTION 10.

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

Colorado Division of Aeronautics
Discretionary Aviation Grant Resolution

RESOLUTION

WHEREAS:

The General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) "… that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency…"

The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any eligible entity operating an FAA-designated public-use airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports and request assistance by means of a Resolution passed by the applicant's duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division's Programs and Procedures Manual, ("the Manual") and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding ("Grant Assurances") attached hereto as **Exhibit B** for the project detailed in the Discretionary Aviation Grant Application ("Application") attached hereto as **Exhibit A** and in conjunction with CDOT's Small Dollar Grant Award Terms and Conditions attached hereto as **Exhibit C**.

NOW, THEREFORE, BE IT RESOLVED THAT:

The **City of Pueblo,** as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics in the form of a state aviation system grant. The **City of Pueblo** states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application.

By signing this Grant Resolution, the applicant commits to keep open and accessible for public use all grant funded facilities, improvements and services for their useful life, as determined by the Division and stated in the Grant Assurances as shown in Exhibit B, Table 1.

FURTHER BE IT RESOLVED:

That the **City of Pueblo** hereby designates **Greg Pedroza** as the Project Director, as described in the Manual and authorizes the Project Director to act in all matters relating to the work project proposed in the Application, including execution of any amendments.

FURTHER:

The **City of Pueblo** has appropriated or will otherwise make available in a timely manner all funds, if any, that are required to be provided by the applicant as shown on the Application.

FINALLY:

The **City of Pueblo** hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves this Grant Resloution, including all terms and conditions contained therein.

By:_____ Date: _____

Print Name and Title:_____

ATTEST (if needed)

By:_____

Print Name and Title:_____

Exhibit A, Discretionary Aviation Grant Application/Statement of Work

Colorado Division of Aeronautics

APPLICANT INFORMATION

Applicant Sponsor:
City of Pueblo
Airport:
Pueblo Memorial Airport
Identifier:
PUB

Mailing Address:
1 City Hall Place
Pueblo CO 81003
Email Address:
gpedroza@pueblo.us
Phone Number:
(719) 553-2744

GRANT DETAILS

Grant Name: 26-PUB-01

Project Director: Greg Pedroza

Terms

Execution Date:
The Effective Date

Expiration Date:
June 30, 2029

FUNDING SUMMARY

Funding Source	Funding Amount
State Aviation Grant:	$20,359.00
Local Cash:	$20,360.00
Local In-Kind:	$0.00
Federal Aviation Grant:	$773,648.00
Total Project Funding:	**$814,367.00**

PROJECT SUMMARY & BUDGET

This project will include a crack seal and seal coat application using the FAA P-608 Seal Coat (2:1 dilution rate) of Taxiway A between Taxiway D and Taxiway A10, and all associated connectors up to the hold line. This project will have an estimated 2-month design phase (March – April 2026); 1-month bid phase (May 2026); and construction occurring around September 2026. Furthermore, construction is anticipated to take approximately 7 working days for the initial work (crack seal, seal coat, and initial pavement markings). Another few days will be required for punch list and permanent pavement markings approx. 24 calendar days after substantial completion.

ELEMENT DESCRIPTION	STATE FUNDING	STATE %	LOCAL FUNDING	LOCAL %	FEDERAL FUNDING	FED %	TOTAL
A. Participate in Federally Funded Taxiway A & Connectors Pavement Maintenance (Phase I)	$12,859.00	Up to 2.50	$12,860.00	2.50	$488,648.00	95.00	$514,367.00
B. Participate in Federally Funded Taxiway A & Connectors Pavement Maintenance (Phase I) - BIL	$7,500.00	Up to 2.50	$7,500.00	2.50	$285,000.00	95.00	$300,000.00
TOTALS	**$20,359.00**		**$20,360.00**		**$773,648.00**		**$814,367.00**

Exhibit "B"
Airport Sponsor Assurances for
Colorado Discretionary Aviation Grant Funding

Revised October 15, 2025

I. APPLICABILITY

a. These assurances shall be complied with by Airport Sponsors in the performance of all projects at airports that receive Colorado Department of Transportation – Division of Aeronautics (Division) Colorado Discretionary Aviation Grant (CDAG) funding for projects including but not limited to: master planning, land acquisition, equipment acquisition or capital improvement projects (Project). It is not the intent of these Assurances to expand existing Federal Aviation Administration (FAA) Grant Assurances for airports included in the National Plan of Integrated Airport Systems (NPIAS); as similar assurances already exist for acceptance of FAA funding.

b. Upon acceptance of this grant agreement these assurances are incorporated in and become a part thereof.

II. DURATION

a. The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the Project as defined in Table 1 (Useful Life), or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion, whichever period is greater. However, there shall be no limit on the duration of the assurances with respect to real property acquired with CDAG Project funds.

III. COMPLIANCE

a. Should an Airport Sponsor be notified to be in non-compliance with any terms of this agreement, they may become ineligible for future Division funding until such non-compliance is cured.

b. If any Project is not used for aviation purposes during its Useful Life, or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion or at any time during the estimated useful life of the Project as defined in Table 1, whichever period is greater, the Airport Sponsor may be liable for repayment to the Division of any or all funds contributed by the Division under this agreement. If the airport at which the Project is constructed is abandoned for any reason, the Division may in its discretion discharge the Airport Sponsor from any repayment obligation upon written request by the Airport Sponsor.

IV. AIRPORT SPONSOR STATE GRANT ASSURANCES

1. **Compatible Land Use.** Compatible land use and planning in and around airports benefits the state aviation system by providing opportunities for safe airport development, preservation of airport and aircraft operations, protection of airport approaches, reduced potential for litigation and compliance with appropriate airport design standards. The airport will take appropriate action, to the extent reasonable, to restrict the use of land adjacent to, in the immediate

vicinity of, or on the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

2. **On-Airport Hazard Removal and Mitigation**. The airport will take appropriate action to protect aircraft operations to/from the airport and ensure paths are adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

3. **Safe, Efficient Use, and Preservation of Navigable Airspace.** The airport shall comply with 14 CFR Part 77 for all future airport development and anytime an existing airport development is altered.

4. **Operation and Maintenance.** In regards to Projects that receive Division funding, the airport sponsor certifies that it has the financial or other resources that may be necessary for the preventive maintenance, maintenance, repair and operation of such projects during their Useful Life.

   The airport and all facilities which are necessary to serve the aeronautical users of the airport shall be operated at all times in a safe and serviceable condition. The airport will also have in effect arrangements for:

   a. Operating the airport's aeronautical facilities whenever required;
   b. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
   c. Promptly notifying airmen of any condition affecting aeronautical use of the airport.

5. **Airport Revenues.** All revenues generated by the airport will be expended by it for the capital or operating costs of the airport, the local airport system, or other local facilities owned or operated by the owner or operator of the airport for aviation purposes.

6. **Airport Layout Plan (ALP).** Once accomplished and as otherwise may be required to develop, it will keep up-to-date a minimum of an ALP of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing improvements thereon.

7. **Use for Aviation Purposes.** The Airport Sponsor shall not use runways, taxiways, aprons, seeded areas or any other appurtenance or facility constructed, repaired, renovated or maintained under the terms of this Agreement for activities other than aviation purposes unless otherwise exempted by the Division.

TABLE 1

Project Type	Useful Life
a. All construction projects (unless listed separately below)	20 years
b. All equipment and vehicles	10 years
c. Pavement rehabilitation (not reconstruction, which is 20 years)	10 years
d. Asphalt seal coat, slurry seal, and joint sealing	3 years
e. Concrete joint replacement	7 years
f. Permanent aviation fuel farms, including storage tanks, dispensing vehicles and related equipment*	15 years
g. Airfield lighting and signage	10 years
h. Navigational Aids	15 years
i. Buildings	40 years
j. Land	Unlimited

*Temporary, non-permanent aviation fuel storage equipment (such as tank trailers and skid mounted self-contained storage tanks) that is used exclusively to facilitate the transition from 100LL avgas to unleaded avgas is not subject to a specific useful life.

Exhibit "C"

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

1. 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).

2. 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:

A. 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
B. 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.
C. 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.

3. 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.

A. 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.
B. 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.

4. 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:

A. Additional information technology provisions required by OIT.
B. 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.
C. 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.

5. State of Colorado Small Dollar Grant Award Terms and Conditions

A. 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.
B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. Taxes. The State is exempt from federal excise taxes and from State and local sales and use taxes.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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).

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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.

U. 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.

V. 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.

W. 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.

X. 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.

Y. 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.

Z. 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.

AA. 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.

BB. 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.

CC. 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.

DD. 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.

EE. 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.

FF. 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.

GG. 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.

HH. 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.

II. 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.

JJ. 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.

KK. 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.

LL. 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.

MM. 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.

6. 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, 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, 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 or PII Entity Certification Form 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 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.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 11, 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 LOT 10, BLOCK 5, SHULLS SUBDIVISION FROM O-1, NEIGHBORHOOD OFFICE ZONE DISTRICT TO R-2, SINGLE-FAMILY RESIDENTIAL ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone 0.78 acres located north of Siena Dr. and east of 5417 N Siena Dr. from Neighborhood Office (O-1) Zone District to Single-Family Residential (R-2) Zone District.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The subject property was originally annexed into the City on January 4, 2005, as a portion of the Bandera/Siena Annexation. The parcels that are being resubdivided concurrently with this case were zoned O-1, Neighborhood Office District, on April 11, 2005. The original intent of zoning to the O-1 district was to construct commercial businesses along Siena Dr. One such commercial office building, addressed 5417 Siena Dr., was constructed in 2007, but the remaining portion of the subject property has remained undeveloped. The eastern portion of the property, where the developed commercial site is located, will remain O-1, but now the applicants intend to rezone the western portion to R-2 in order to construct single-family residences comparable to the homes in the surrounding Regency Ridge neighborhood.

The subject property is designated by the Regional Comprehensive Plan as Suburban Residential, which is consistent with this requested rezoning into an R-2 district.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

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

STAKEHOLDER PROCESS:

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

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

ALTERNATIVES:

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

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

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Z-25-20 Pellecchia Rezoning

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE LOT 10, BLOCK 5, SHULLS SUBDIVISION FROM O-1, NEIGHBORHOOD OFFICE ZONE DISTRICT TO R-2, SINGLE-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 O-1, Neighborhood Office District to R-2, Single-Family Residential District:

LOT 10 BLK 5 SHULLS SUB ALL IN SW4 SW4 9-21-65 ALSO THAT POR OF VAC JONES AVE ADJ #1630543 FORMERLY #15-093-31-026

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

LOT 9
BLOCK 5
SHULL'S SUBDIVISION
(RECORDED JULY 14, 1987)
BOOK 2B, PAGE 43 RECEPTION NO. 23507
O-1 ZONE DISTRICT
(NEIGHBORHOOD OFFICE DISTRICT)

LOT 19
BLOCK 5
SHULL'S SUBDIVISION
(RECORDED JULY 14, 1987)
BOOK 2B, PAGE 43 RECEPTION NO. 23507
O-1 ZONE DISTRICT
(NEIGHBORHOOD OFFICE DISTRICT)

N=1570552.5432
E=3236165.3557

N=1570562.8510
E=3236759.2849

N=1570463.8376
E=3236761.0036

N=1570409.4956
E=3236167.9066

N=1570423.8990
E=3236193.7730

N09°19'02"E TO NGS CONTROL MO

PLATTED AS
WASHINGTON AVENUE

PLATTED AS
FLORIDA AVENUE

GOODNIGHT ARROYO

ST

BLOCK 1
REGENCY RIDE SUBDIVISION
10TH FILING
(RECORDED FEBRUARY 23, 2001)
RECEPTION NO. 1370809

LOT 39

FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP (ILLEGIBLE)

R-2 ZONE DISTRICT
(SINGLE FAMILY RESIDENTIAL)

594' (P)
N89°00'21"E 594.02'

N00°54'22"W 34620.48'

123.19'

173.82'

151.01'

146.00'

N01°01'22"W 143.07'

LOT 1
Parcel contains
18067 Sq.Ft. 0.415 Acres
O-1 ZONE DISTRICT
(NEIGHBORHOOD OFFICE DISTRICT)

LOT 2
Parcel contains
16060 Sq.Ft. 0.369 Acres
O-1 ZONE DISTRICT
(NEIGHBORHOOD OFFICE DISTRICT)

LOT 3
Parcel contains
13881 Sq.Ft. 0.319 Acres
O-1 ZONE DISTRICT
(NEIGHBORHOOD OFFICE DISTRICT)

LOT 4
Parcel contains
13434 Sq.Ft. 0.308 Acres
O-1 ZONE DISTRICT
(NEIGHBORHOOD OFFICE DISTRICT)

SITE BENCH MARK
(CONTROL POINT NO. 7500)
TOP PINK PLASTIC CAP ON NO. 4 REBAR
ELEVATION = 4865.32'
NAVD 88 DATUM

S14°45'08"E 116.17'

N01°08'54"W 91.94'

N00°58'22"W 91.97'

92.03'

S00°59'40"E 99.03'

SOCORRO PEAK RADIAL

S14°45'08"E RADIAL

S15°12'30"E RADIAL

7' TO BE DEDICATED AS PUBLIC RIGHT OF WAY
PARCEL CONTAINS 2452 SQ FT OR 0.056 ACRES

146.04'

146.04'

VACATED JONES AVENUE
(RECEPTION 1540844)

N00°58'22"W RADIAL

L=82.47'
Δ=8°45'01" R=540.00'

L=42.30'
Δ=4°30'20" R=540.00'

23.48'

76.62'

S75°14'55"W 100.00'

L=7.15'
R=460.00' Δ=09°36'35"

S89°01'38"W 379.08'

S89°01'24"W 145.38'

S89°01'40"W 734.88'

40' 40'
80'

BOULEVARD

SIENA

S69°59'16"W 55.27'

N14°43'45"W RADIAL

S75°14'55"W 99.99'

CENTERLINE

R=500.00' L=120.23' Δ=13°46'38"

R=500.00' L=123.64' Δ=14°10'04"

SOUTHERLY RIGHT-OF-WAY LINE SIENA BOULEVARD

PARCEL A
SUBDIVISION EXEMPTION
NO. 2004-002
(RECORDED JUNE 16, 2004)
RECEPTION NO. 1570781
R-2 ZONE DISTRICT
(SINGLE FAMILY RESIDENTIAL)

ARKANSAS VALL

S30°38'12"E 9640'

EXISTING ZONING

0 30 60
SCALE: 1"=30'

PROPOSED ZONING

0 30 60
SCALE: 1"=30'

PLOT DATE: 9/7/2025 PLOTTED BY: Darlene

DK Horn
Engineering & Design Inc.

2441 S PRAIRIE AVE
PUEBLO, CO 81005
TEL 719.696.8274

STAMP:

PELLECCHIA SUBDIVISION

SIENA DRIVE
PUEBLO, COLORADO 81005

REZONE

PROJECT NUMBER: 2025-021
DRAWN BY: DKH
REVIEWED BY: DKH
DATE: 9/8/2025

ISSUE RECORD:

ZONING EXHIBIT

C0

CASE NUMBER Z-25-20

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 1509331027 Pellecchia Sub 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.

11-25-25 Mailed by Carol
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located at 1509331027 Pellecchia Sub, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

11-25-25 Photo uploaded in Computer file by Planner 12-17-25
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

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:

Z-25-20 Rezone: A rezoning of 0.78 acres, parcel #1509331027 in the Pellecchia Subdivision, located north of Siena Dr. and east of Bandera Pkwy from Neighborhood Office (O-1) District to Single-Family Residential (R-2) District. Staff Report by Mikaylin Hackley, Planner. *Continued from January 14, 2026.*

Hearing: Applicants Randy Reeves and Richard Pellecchia were sworn in and spoke in support of the application. Donald Metzger was also sworn in and spoke in opposition.

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

Motion Passed: 7-0

October 27, 2025

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

Z-25-20 Rezone: A rezoning of 0.78 acres, parcel #1509331027 in the Pellecchia Subdivision, located north of Siena Dr. and east of Bandera Pwky from Neighborhood Office (O-1) District to Single-Family Residential (R-2) District.

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**.

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

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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**.

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

Owner	OwnerStree	OwnerCity	Ow	OwnerZip
ASHLEY BRANT A/ASHLEY CALI M	5412 KESTREL CT	PUEBLO	CO	81005-5545
CAMPOS MITCHELL A/CAMPOS JUANA E	5446 KESTREL CT	PUEBLO	CO	81005-5545
CHARLES DAX R/CHARLES KIMBERLY M	5523 TERRACINA PL	PUEBLO	CO	81005-5581
DAUENHAUER JESSE	5420 KESTREL CT	PUEBLO	CO	81005-5545
KING WILLIAM A/KING KARMYN	5450 KESTREL CT	PUEBLO	CO	81005-5545
LION HEART INV LLC	5071 NORTHCREEK RD	BEULAH	CO	81023-9601
LION HEART INVESTMENTS LLC	5071 NORTHCREEK RD	BEULAH	CO	81023-9601
MEIER KENT/MEIER PAMELA R	5449 KESTREL CT	PUEBLO	CO	81005-5543
MELSTER MATTHEW J/MELSTER NICOLE M	5434 KESTREL CT	PUEBLO	CO	81005-5545
MILLER JACQUELINE L/MILLER T RICHAR	5428 KESTREL CT	PUEBLO	CO	81005-5545
PUBLIC SERVICE CO OF COLORADO + C/O PROPERTY	PO BOX 840	DENVER	CO	80201-0840
QUINTANA MARTIN E/QUINTANA VETA E	5442 KESTREL CT	PUEBLO	CO	81005-5545
SALAS WILFRED/SALAS JULIE ANN	5406 KESTREL CT	PUEBLO	CO	81005-5545
SOUTH VILLAGE AT PUEBLO LLC	PO BOX 50647	COLORADC	CO	80949-0647
WHITE RICHARD R/WHITE LORETTA	5517 TERRACINA PL	PUEBLO	CO	81005-5581
WILSON FAMILY PARTNERSHIP LTD	207 BRIDLE TRL UNIT O	PUEBLO	CO	81005-2974

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-25-20

February 11, 2026

TO:	City of Pueblo Planning and Zoning Commission
FROM:	Mikaylin Hackley, Planner
THROUGH:	Beritt Odom, Director of Planning and Community Development
SUBJECT:	Rezoning of parcel #1509331027 from O-1 to R-1
APPLICANT:	Darlene Horn
PROPERTY OWNER:	Lion Heart Inv. LLC
LOCATION:	North of Siena Dr. and west of Bandera Pkwy
CONCURRENT REQUESTS:	S-25-06; Pellecchia Subdivision

REQUEST: A rezoning of 0.78 acres in the Pellecchia Subdivision, located north of Siena Dr. and east of Bandera Pwky from Neighborhood Office (O-1) District to Single-Family Residential (R-2) District

BACKGROUND AND ANALYSIS:

The applicant is requesting to rezone a portion of their ownership north of Siena Dr. from Neighborhood Office (O-1) District to Single-Family Residential (R-2) District in order to develop new single-family homes.

The subject property was originally annexed into the City on January 4, 2005 as a portion of the Bandera/Siena Annexation. The parcels that are being resubdivided concurrently with this case were zoned O-1, Neighborhood Office District, on April 11, 2005. The original intent of zoning to the O-1 district was to construct commercial businesses along Siena Dr. One such commercial office building, addressed 5417 Siena Dr., was constructed in 2007, but the rest of the subject property has remained undeveloped. The eastern portion of the property, where the developed commercial site is located, will remain O-1, but now the applicants intend to rezone the western portion to R-2 in order to construct single-family residences comparable to the homes in the surrounding Regency Ridge neighborhood.

The subject property is designated by the Regional Comprehensive Plan as Suburban Residential, which is consistent with this requested rezoning into an R-2 district.

SITE CHARACTER AND COMPATIBILITY

Site Character: The subject property is partially developed with one existing office building on the lot furthest to the east.

Neighborhood Compatibility:

North: Neighborhood Office (O-1) Zone District; undeveloped
East: Neighborhood Office (O-1) Zone District; developed with office building addressed 5417 Siena Dr

South: Single-Family Residential (R-2) Zone District; undeveloped
West: Pueblo County; undeveloped

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 ADUs, duplexes, civic building, parks, 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 **The proposed rezoning furthers the comprehensive plan as it allows for more housing complementary to the neighborhood on a currently undeveloped site.**

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)(4) OF THE PMC:

R-2 Zone District Standards:
Purpose. The standards of this district (R-2) are designed to retain and provide areas primarily for single-family development of medium density.

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. Rezoning Exhibit

A. Aerial Map



B. Zoning Map



C. Comprehensive Plan Map



D. Public Notice Photo



E. Rezoning Exhibit & F. Supporting Documents

LOT 9
BLOCK 5
SHULL'S SUBDIVISION
(RECORDED JULY 14, 1987)
BOOK 2B, PAGE 43 RECEPTION NO. 23507
O-1 ZONE DISTRICT
(NEIGHBORHOOD OFFICE DISTRICT)

LOT 19
BLOCK 5
SHULL'S SUBDIVISION
(RECORDED JULY 14, 1987)
BOOK 2B, PAGE 43 RECEPTION NO. 23507
O-1 ZONE DISTRICT
(NEIGHBORHOOD OFFICE DISTRICT)

N=1570552.5432
E=3236165.3557

N=1570562.8510
E=3236759.2849

N=1570463.8376
E=3236761.0036

N=1570409.4956
E=3236167.9066

N=1570423.8990
E=3236193.7730

N09°19'02"E TO NGS CONTROL MO

PLATTED AS
FLORIDA AVENUE
GOODNIGHT ARROYO

PLATTED AS
WASHINGTON AVENUE

BLOCK 1
REGENCY RIDE SUBDIVISION
10TH FILING
(RECORDED FEBRUARY 23, 2001)
RECEPTION NO. 1370809

R-2 ZONE DISTRICT
(SINGLE FAMILY RESIDENTIAL)

FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP (ILLEGIBLE)

LOT 39

594' (P)
N89°00'21"E 594.02'

123.19'
173.82'
151.01'
146.00'

N01°01'22"W 143.07'

LOT 1
Parcel contains
18067 Sq.Ft. 0.415 Acres
O-1 ZONE DISTRICT
(NEIGHBORHOOD OFFICE DISTRICT)

LOT 2
Parcel contains
16060 Sq.Ft. 0.369 Acres
O-1 ZONE DISTRICT
(NEIGHBORHOOD OFFICE DISTRICT)

LOT 3
Parcel contains
13881 Sq.Ft. 0.319 Acres
O-1 ZONE DISTRICT
(NEIGHBORHOOD OFFICE DISTRICT)

LOT 4
Parcel contains
13434 Sq.Ft. 0.308 Acres
O-1 ZONE DISTRICT
(NEIGHBORHOOD OFFICE DISTRICT)

SITE BENCH MARK
(CONTROL POINT NO. 7500)
TOP PINK PLASTIC CAP ON NO. 4 REBAR
ELEVATION = 4865.32'
NAVD 88 DATUM

S14°45'08"E 116.17'

N01°08'54"W 91.94'

N00°58'22"W 91.97'

S00°59'40"E 99.03'

92.03'

7' TO BE DEDICATED AS PUBLIC RIGHT OF WAY
PARCEL CONTAINS 2452 SQ FT OR 0.056 ACRES

146.04'

SOUTHERLY RADIAL

SOUTHERLY RADIAL

S14°45'08"E

S15°12'30"E

L=82.47'
Δ=8°45'01" R=540.00'

L=42.30'
Δ=4°30'20" R=540.00'

23.48'

C1

VACATED JONES AVENUE
(RECEPTION Y640844)

76.62'

S75°14'55"W 100.00'

L=27.15'
R=460.00' Δ=09°36'35"

N01°01'22"W 143.07'

S89°01'38"W 379.08'

S89°01'24"W 145.38'

S89°01'40"W 734.88'

40' 40'
80'

BOULEVARD

SIENA

S69°59'16"W 55.27'

N14°43'45"W RADIAL

S75°14'55"W 99.99'

CENTERLINE

R=500.00' L=120.23' Δ=13°46'38"

R=500.00' L=123.64' Δ=14°10'04"

SOUTHERLY RIGHT-OF-WAY LINE SIENA BOULEVARD

PARCEL A
SUBDIVISION EXEMPTION
NO. 2004-002
(RECORDED JUNE 16, 2004)
RECEPTION NO. 1570781
R-2 ZONE DISTRICT
(SINGLE FAMILY RESIDENTIAL)

ARKANSAS VALL

S30°38'12"E 9640'

N00°54'22"W 34620.48'

EXISTING ZONING

0 30 60
SCALE: 1"=30'

PROPOSED ZONING

0 30 60
SCALE: 1"=30'

DK Horn
Engineering & Design Inc.

2441 S PRAIRIE AVE
PUEBLO, CO 81005
TEL 719.696.8274

STAMP:

PELLECCHIA SUBDIVISION

SIENA DRIVE
PUEBLO, COLORADO 81005

REZONE

PROJECT NUMBER:	2025-021
DRAWN BY:	DKH
REVIEWED BY:	DKH
DATE:	9/8/2025

ISSUE RECORD:

ZONING EXHIBIT

C0

PLOT DATE: 9/7/2025 PLOTTED BY: Darlene

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

Planning & Zoning Map Amendment Application (Rezoning)

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

Property Owner	
Name: Richard Pellecchia	
Company: Lionhart Investments LLC	
Address: 5701 Northcreek Road, Beulah, C	Zip: 81023
Phone: ( )	Email:
Applicant	
Name: Same as Owner	
Company:	
Address:	Zip:
Phone: ( )	Email:
Person or Firm Representing (If Different From) Owner or Applicant	
Name: Darlene Horn	
Company: DK Horn Engineering & Design	
Address: 2441 S. Prairie Avenue, Pueblo, CO	Zip: 81005
Phone: ( ) 719-696-8274	Email: darlene@dkheng.com
*The **applicant** will be the primary contact unless otherwise noted.*	

Project Location: Siena Drive
(address or general description)

Parcel# 1509331027

Legal Description: Lots 10 Shull's Subdivision

Subdivision: Pellecchia Subdivision Acreage: 0.784

Existing Zone District: O-1	**Proposed Zone District:** R-1

Purpose of this Application:

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

(Continued from previous page)

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

The area surrounding the site is single-family homes

Description of area surrounding proposed development:

Single-family subdivisions

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.

As part of Pellecchia Subdivison, two lots will be created for the purpose of single-family homes, which is why the rezone

☑ 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: May 2026

Estimated date for completion of project: June 2026

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

He will sell the lots once subdivided and rezoned.

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

By signing below, the Property Owner and Applicant 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.

Office Use Only

Zoning Compliance (Completed by City Staff)	
Application received by:	Date:
Application checked for completeness by:	Date:
Case Manager:	Fee Paid:
Hearing date: ☐ Approved ☐ Denied ☐Approved w/conditions	

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

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

Property Owner		
Print Name:		
Signature:		Date:
Applicant, if different from Property Owner		
Print Name:		
Signature:		Date:

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 11, 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 PELLECCHIA SUBDIVISION

SUMMARY:

A subdivision of 1.46 acres located north of Siena Dr. and east of Bandera Pkwy into 4 lots for future residential and commercial office development.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The subject property was originally annexed into the City on January 4, 2005, as a portion of the Bandera/Siena Annexation. The parcels that are being re-subdivided were zoned O-1, Neighborhood Office District and were intended to be developed as commercial offices along Siena Dr. One such commercial office building, addressed 5417 Siena Dr., was constructed in 2007, but the rest of the subject property has remained undeveloped. The eastern portion of the property, where the developed commercial site is located, will remain O-1, but now the applicants intend to rezone the western portion to R-2 and re-subdivide in order to construct single-family residences comparable to the homes in the surrounding Regency Ridge neighborhood. The subdivision will split the property into four lots, with lots 1 &2 being designated for one single-family home on each lot, lot 3 being reserved for future commercial office development, and lot 4 is the site of the existing office addressed 5417 Siena Dr.

The proposed subdivision plat accounts for storm water detention and drainage requirements with a 20’ wide drainage easement that gradually widens across the northern boundary of the three new undeveloped lots. The proposed subdivision includes a 20’ access easement dedicated to Xcel Energy to insure they can access their lot located directly north of the proposed subdivision. This easement is placed

along the existing driveway for the 5417 Siena Dr. office's property (spanning Lots 3 and 4), so there is an existing curb cut. The easement must remain open to provide access to the northern property as the platted rights-of-way that abut Xcel's property are not traversable by vehicle. Xcel Energy has underground infrastructure through their property, so there are currently no plans to develop that land with any structures or uses that would necessitate any further traffic access measures.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their January 14, 2026, Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

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

ALTERNATIVES:

If City Council does not approve this Ordinance, the existing subdivision of the site will remain.

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-25-06 Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING THE PELLECCHIA SUBDIVISION

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

SECTION 1.

The final plat of the Pellecchia Subdivision, being a subdivision of land legally described as:

LOT 20, BLOCK 5, SHULL'S SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF, FILED FOR RECORD JULY 14, 1887, COUNTY OF PUEBLO, STATE OF COLORADO.

AND

THAT PARCEL OF LAND DESCRIBED IN THAT WARRANTY DEED FILED FOR RECORD AUGUST 9, 2007 AS RECEPTION NO. 1737520 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER WHICH READS AS FOLLOWS: LOT 10, BLOCK 5, SHULL'S SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF, FILED FOR RECORD JULY 14, 1887, AND ALL THAT PORTION OF VACATED JONES AVENUE AS SHOWN ON STREET VACATION FILED FOR RECORD JULY 25, 2005 AT RECEPTION NO. 1630543. COUNTY OF PUEBLO, STATE OF COLORADO

attached hereto, is hereby approved. All dedicated streets, utility and drainage easements, rights-of-way and land set aside for public sites, parks and open spaces shown and dedicated on said plat are hereby accepted for public use.

SECTION 2.

The acceptance of such dedicated streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces by the City does not obligate the City to maintain or repair same until such streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces have been constructed and installed in compliance and in accordance with the requirements and provisions of Chapter 4, Title XII of the Pueblo Municipal Code, as amended and any agreement entered into pursuant thereto.

SECTION 3.

Neither the adoption of this Ordinance nor the requirements imposed hereby shall create any duty or obligation of any person, firm, corporation or other entity with regard to the enforcement or nonenforcement of this Ordinance or the City's Subdivision Ordinances and regulations. No person, firm, corporation or other entity shall have any private right of action, claim or demand against the City or its officers, employees or agents, for any injury, damage or liability arising out of or in any way connected with the adoption, enforcement, or nonenforcement of this Ordinance or the Subdivision Ordinance and Regulations of the City, or

the engineering, surveying, drainage improvement or other work or improvements required thereby. Nothing in this Ordinance or in the City's subdivision Ordinances and regulations shall create or be construed to create any claim, demand or liability against the City or its officers, employees or agents, or to waive any of the immunities, limitations on liability, or other provisions of the Colorado Governmental Immunity Act, Section 24-l0-l0l, et seq. Colorado Revised Statutes, or to waive any immunities or limitations on liability otherwise available to the City or its officers, employees or agents.

SECTION 4.

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

SECTION 5.

This Ordinance shall be approved upon final passage but shall not become effective until: (a) all information, documents, drawings, profiles, and plat required by Chapter 4 of Title XII of the Pueblo Municipal Code meeting and complying with the subdivision requirements of the City with such modifications, if any, approved by City Council, have been filed with and approved by the Director of Public Works, and (b) the final subdivision plat is recorded in the office of the Pueblo County Clerk and Recorder. If any such filings and approvals have been deferred pursuant to Section 12-4-5(b)(2) of the Pueblo Municipal Code and are not for any reason filed and approved within one (1) year after final passage of this Ordinance, or within any extended period granted by Resolution of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the Subdivider. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

SECTION 6.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

PELLECCHIA SUBDIVISION

A PORTION OF LOTS 10 AND 20, BLOCK 5, SHULL'S SUBDIVISION, LOCATED WITHIN A PORTION OF THE SW 1/4 OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

KNOW ALL MEN BY THESE PRESENTS: THAT LION HEART INVESTMENTS, LLC., A COLORADO LIMITED LIABILITY COMPANY BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED PARCELS OF LAND:

THAT PARCEL OF LAND DESCRIBED IN THAT WARRANTY DEED FILED FOR RECORD MARCH 1, 2006 AS RECEPTION NO. 1663962 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER WHICH READS AS FOLLOWS:

LOT 20, BLOCK 5, SHULL'S SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF, FILED FOR RECORD JULY 14, 1887, COUNTY OF PUEBLO, STATE OF COLORADO.

AND

THAT PARCEL OF LAND DESCRIBED IN THAT WARRANTY DEED FILED FOR RECORD AUGUST 9, 2007 AS RECEPTION NO. 1737520 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER WHICH READS AS FOLLOWS:

LOT 10, BLOCK 5, SHULL'S SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF, FILED FOR RECORD JULY 14, 1887, AND ALL THAT PORTION OF VACATED JONES AVENUE AS SHOWN ON STREET VACATION FILED FOR RECORD JULY 25, 2005 AT RECEPTION NO. 1630543. COUNTY OF PUEBLO, STATE OF COLORADO.

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO FOUR (4) LOTS, AND THE SAME TO BE NUMBERED, PLATTED, SUBDIVIDED, DIMENSIONED, AND NAMED AS SHOWN ON THE ANNEXED PLAT, FOR THE PURPOSE OF CREATING A SUBDIVISION TO BE KNOWN AS PELLECCHIA SUBDIVISION.

THE DRAINAGE EASEMENT AND PUBLIC UTILITY EASEMENT SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL USE.

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."

"A FORMAL ENVIRONMENTAL ASSESSMENT FOR THIS SUBDIVISION HAS NOT BEEN PERFORMED; HOWEVER, TO THE BEST OF THE UNDERSIGNED OWNER'S KNOWLEDGE, INFORMATION, AND BELIEF, THERE ARE NO KNOWN HAZARDOUS SUBSTANCES PRESENT WITHIN THIS SUBDIVISION."

IN WITNESS WHEREOF THE FOLLOWING HAVE SET THEIR HAND:

_____ _____

LION HEART INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY **DATE**
BY: RICHARD C. PELLECCHIA, MANAGER/MEMBER

STATE OF COLORADO)
)S.S.
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS_____ DAY OF_____ , 2026 BY RICHARD C.PELLECCHIA, MANAGER/MEMBER OF LION HEART INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY.

_____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

RATIFICATION OF PLAT:

FOR VALUE RECEIVED, THE UNDERSIGNED BEING THE OWNER OF INDEBTEDNESS SECURED BY A DEED OF TRUST RECORDED MARCH 25, 2024 AS RECEPTION NO. 2337835, DOES HEREBY RATIFY AND CONSENT TO THE SUBDIVISION OF THE LAND PLATTED AS PELLECCHIA SUBDIVISION SHOWN ON THE SUBDIVISION PLAT RECORDED BY RECEPTION NUMBER _____ IN THE RECORDS OF PUEBLO COUNTY, COLORADO, AND CONFIRMS AND JOINS IN THE DEDICATION OF ALL STREETS, EASEMENTS, RIGHTS OF WAY AND ACCESS RESTRICTIONS SHOWN THEREON AND SUBORDINATES ITS INTEREST IN THE PROPERTY DESCRIBED IN THE SUBDIVISION PLAT TO ANY SUBDIVISION IMPROVEMENTS AGREEMENT AND ADDENDUM THERETO BETWEEN THE SUBDIVIDER AND CITY OF PUEBLO EXECUTED IN CONJUNCTION THEREWITH.

SIGNED THIS_____ DAY OF_____ , 2026.

BANK OF THE SAN JUANS, DIVISION OF GLACIER BANK

BY: _____

TITLE: _____

STATE OF COLORADO)
) S.S.
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ , 2026 BY _____, _____ OF BANK OF THE SAN JUANS, DIVISION OF GLACIER BANK.

_____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

IMPROVEMENTS CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. 4 OF TITLE 12-4-7 (J) (1) AND 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**

APPROVAL FOR RECORDING:

APPROVED BY THE CITY COUNCIL OF PUEBLO, COLORADO, BY ORDINANCE NO._____ . THIS IS TO CERTIFY THAT THE PLAT OF PELLECCHIA SUBDIVISION, HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

_____ _____
CITY CLERK **DATE**

LAND SURVEYOR'S CERTIFICATION:

I, **RANDY G. REEVES**, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, HEREBY CERTIFY TO LION HEART INVESTMENTS, LLC., A COLORADO LIMITED LIABILITY COMPANY THAT A SURVEY OF THE ABOVE DESCRIBED PREMISES WAS CONDUCTED UNDER MY RESPONSIBLE CHARGE IN AUGUST 2025 AND THAT THIS PLAT OF PELLECCHIA SUBDIVISION, COMPLIES WITH THE REQUIREMENTS OF PLATS AND MAPS AS SET FORTH IN SECTION 38-33.3-209 ET, SEQ. C.R.S. 1992 AND WITH THE MINIMUM STANDARDS FOR LAND SURVEY AND PLATS AS SET FORTH IN SECTION 38-51-106 ET. SEQ. C.R.S. 1994.

_____ _____
RANDY G. REEVES **DATE**
PROFESSIONAL LAND SURVEYOR NO. 22101

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO, DOES NOT CONSTITUTE AN ACCEPTANCE OF DEDICATED PUBLIC ROADS PARK, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH PUBLIC IMPROVEMENTS MEET THE REQUIREMENTS, STANDARDS AND SPECIFICATIONS OF THE CITY, ITS SUBDIVISION ORDINANCE AND WHERE APPROPRIATE, ITS PARK'S DEPARTMENT SPECIFICATIONS, AND SUCH ARE SPECIFICALLY APPROVED AND ACCEPTED IN WRITING BY THE CITY DIRECTOR OF PUBLIC WORKS AND WHERE APPLICABLE, THE CITY DIRECTOR OF PARKS AND RECREATION, THE MAINTENANCE, CONSTRUCTION, AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING SAID DEDICATED PUBLIC ROADS, PARK AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNERS OF THE LAND WITHIN THIS SUBDIVISION, ET;

NOTES:

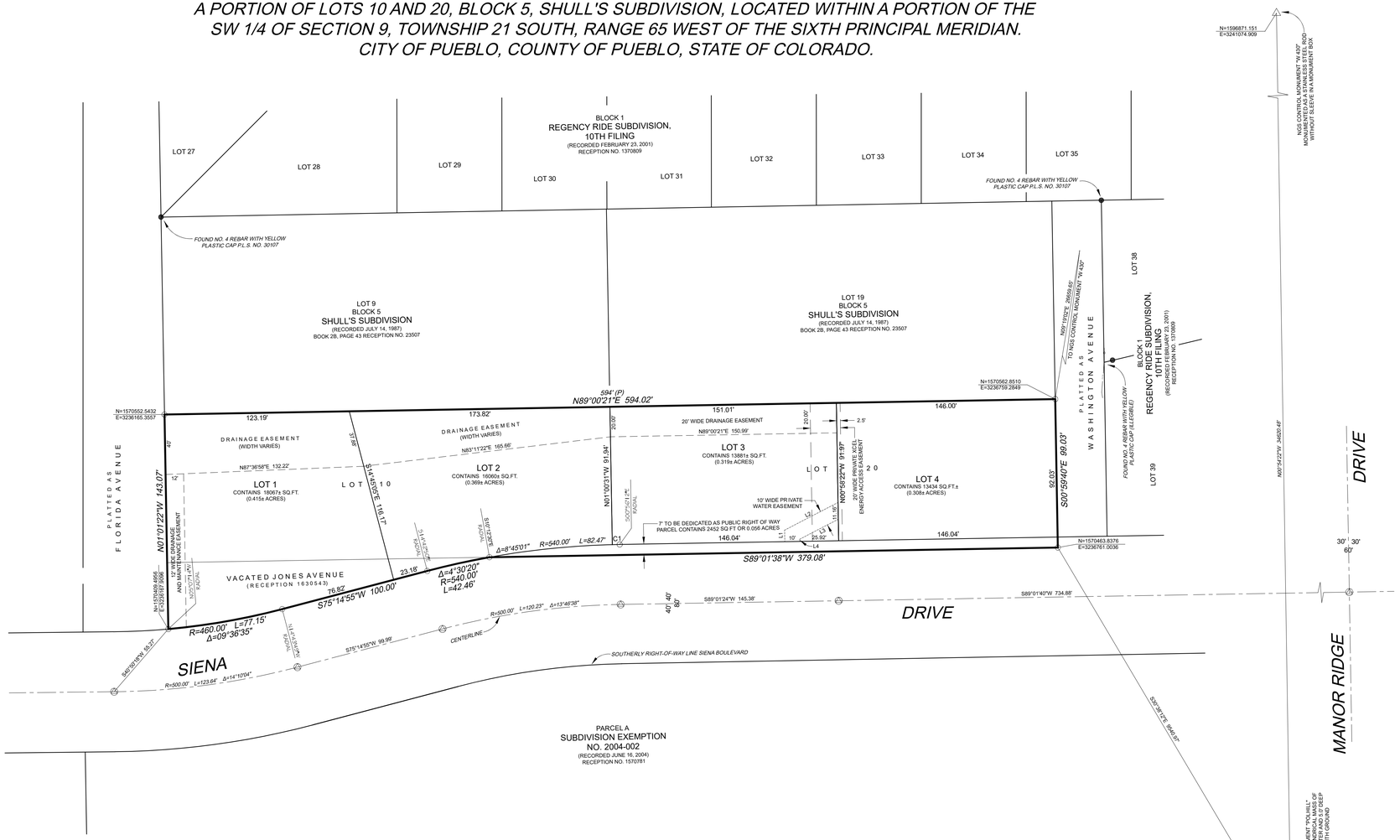
1.) A SEARCH FOR RECORDED RIGHTS OF WAY AND EASEMENTS WAS DONE BY LAND TITLE GUARANTEE COMPANY, ORDER NO. RND35069260 WITH AN EFFECTIVE DATE OF FEBRUARY 23, 2024 AT 5:00 P.M.

2.) BEARINGS BASED ON THE COLORADO STATE PLANE COORDINATE SYSTEM OF 1983 (2007) SOUTH ZONE ESTABLISHED ON A LINE BETWEEN NGS CONTROL MONUMENT "POLHILL" MONUMENTED WITH A HORIZONTAL CONTROL DISK SET IN TOP OF A CONCRETE MONUMENT AND NGS CONTROL MONUMENT "W 430", MONUMENTED WITH A STAINLESS STEEL ROD, TO BEAR N 00°54'22" W.

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4.) ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.

5.) UTILITIES SHOWN HEREON WERE LOCATED BY UNDERGROUND CONSULTING SOLUTIONS.



PARCEL A
SUBDIVISION EXEMPTION
NO. 2004-002
(RECORDED JUNE 16, 2004)
RECEPTION NO. 1570781

PROPERTY MAY BE SUBJECT TO:

1.) EXISTING LEASES AND TENANCIES.

2.) RESERVATION AS CONTAINED IN PATENT OF THE UNITED STATES FILED WITH THE COLORADO BUREAU OF LAND MANAGEMENT, LAND PATENTS AS CERTIFICATE NO. 4458. SAID DOCUMENT STORED AS OUR ESI 38907694. (NOT PLOTTABLE)

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4.) THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE LOWER ARKANSAS VALLEY WATER CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 13, 2002, UNDER RECEPTION NO. 1474320 AND NOTICE RECORDED JANUARY 4, 2010 UNDER RECEPTION NO. 1829179. (NOT PLOTTABLE)

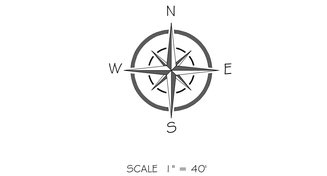
5.) TERMS, CONDITIONS, PROVISIONS, RESTRICTIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION AGREEMENT CASE NO A-04-02 BANDERA/SIENA ANNEXATION RECORDED JANUARY 04, 2005 UNDER RECEPTION NO. 1601292. ANNEXATION MAP RECORDED JANUARY 04, 2005 UNDER RECEPTION NO. 1601291. (NOT PLOTTABLE)

6.) THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE PUEBLO CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 01, 2007, UNDER RECEPTION NO. 1736292 AND RECORDED FEBRUARY 15, 2013 UNDER RECEPTION NO. 1934215 AND PUEBLO CONSERVANCY DISTRICT MAP RECORDED DECEMBER 11, 2009 UNDER RECEPTION NO. 1829096. (NOT PLOTTABLE)

7.) DEED OF TRUST DATED MARCH 21, 2024, FROM LION HEART INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF PUEBLO COUNTY, COLORADO FOR THE USE OF BANK OF SAN JUANS, DIVISION OF GLACIER BANK TO SECURE THE SUM OF 470,000.00 RECORDED MARCH 25, 2024, UNDER RECEPTION NO. 2337835.

SAID DEED OF TRUST WAS FURTHER SECURED IN ASSIGNMENT OF RENTS RECORDED MARCH 25, 2024, UNDER RECEPTION NO. 23378836. (AFFECTS PARCEL B, NOT PLOTTABLE)

NOTICE:
ACCORDING TO C.R.S. 13-80-105, 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 CERTIFICATE SHOWN HEREON.



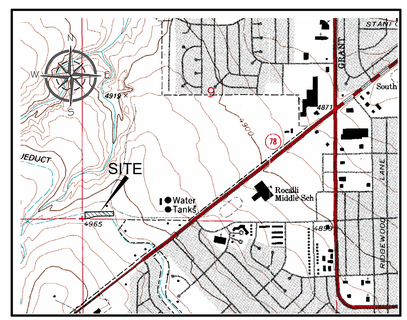
(P) = PLAT DIMENSION (SHULL'S SUBDIVISION)

△ = FOUND CENTERLINE MONUMENT NO. 5 REBAR WITH 2" ALUMINUM CAP L.S. NO. 12933

○ = SET NO. 4 REBAR WITH YELLOW PLASTIC CAP P.L.S. NO. 22101

LINE	BEARING	DISTANCE
L1	S00°58'22"E	7.71'
L2	N62°37'32"E	40.11'
L3	S62°37'32"W	28.94'
L4	S00°58'22"E	1.51'

CURVE	DELTA	RADIUS	LENGTH
C1	8°45'01"	540.00'	82.47'



VICINITY MAP

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:
1	10-28-25	PLANNING RED LINES	RGR
2	11-20-26	PRIVATE EASEMENTS	RGR
3	11-20-26	PLANNING COMMENTS DATED 2-4-26	RGR

SHEET: 1 OF 1
DATE: 9-8-2025
SCALE: 1" = 40'

PROJECT: DK HORN ENGINEERING
DESCRIPTION: PELLECCHIA SUB (SIENA DRIVE)

FIELD: SB | JOB NUMBER: 2025-083
DRAWN: RMS | FILE NAME: 2025-083
CHECKED: RGR | REF. JOB NO.

Cardinal Points
Surveying Inc.
4601 Eagleridge Place, Suite 110
Pueblo, Colorado 81008
(719) 253-0874 - (719) 253-0878 fax

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

S-25-06

February 11, 2026

TO:	City of Pueblo Planning and Zoning Commission
FROM:	Mikaylin Hackley, Planner
THROUGH:	Beritt Odom, Director of Planning and Community Development
SUBJECT:	Resubdivision of lots 10 and 20 of Block 5 of Shulls Subdivision
APPLICANT:	Darlene Horn
PROPERTY OWNER:	Lion Heart Inv. LLC
LOCATION:	North of Siena Dr. and west of Bandera Pkwy
CONCURRENT REQUESTS:	Z-25-20 Rezoning into R-2 District

REQUEST:
A Subdivision a subdivision of 1.46 acres located north of Siena Dr. and east of Bandera Pwky. into 4 lots for future residential and commercial development

BACKGROUND AND STAFF FINDINGS:

The applicant is requesting to resubdivide two existing parcels north of Siena Dr. into four lots in order to facilitate the development of new single-family homes on the two lots to the west and to reserve the undeveloped lot the east for future commercial office development.

The subject property was originally annexed into the City on January 4, 2005 as a portion of the Bandera/Siena Annexation. The parcels that are being resubdivided concurrently with this case were zoned O-1, Neighborhood Office District, on April 11, 2005. The original intent of zoning to the O-1 district was to construct commercial businesses along Siena Dr. One such commercial office building, addressed 5417 Siena Dr., was constructed in 2007, but the rest of the subject property has remained undeveloped. The eastern portion of the property, where the developed commercial site is located, will remain O-1, but now the applicants intend to rezone the western portion to R-2 in order to construct single-family residences comparable to the homes in the surrounding Regency Ridge neighborhood. The subdivision will split the property into four lots, with lots 1 &2 being designated for one single-family home on each lot, lot 3 being reserved for future commercial office development, and lot 4 is the site of the existing office addressed 5417 Siena Dr.

The proposed subdivision plat accounts for storm water detention and drainage requirements with a 20’ wide drainage easement that gradually widens across the northern boundary of the three new undeveloped lots. The provided preliminary drainage reports has been approved, but minor amendments to the stormwater language on the plat must be completed as a condition of this subdivision before it can be presented at City Council. The conditions are described in the attached memo from Noah Stamm, and the specific requested revisions are attached on a copy of the proposed plat.

The proposed subdivision includes a 20' access easement dedicated to Xcel Energy to insure they can access their lot located directly north of the proposed subdivision. This easement is placed along the existing driveway for the 5417 Siena Dr. office's property (spanning Lots 3 and 4), so there is an existing curb cut. The easement must remain open to provide access to the northern property as the platted rights-of-way that abut Xcel's property are not traversable by vehicle. Xcel Energy has underground infrastructure through their property, so there are currently no plans to develop that land with any structures or uses that would necessitate any further traffic access measures.

Provided the conditions for approval as noted below are completed by the applicant, staff has no concerns with the approval of the proposed subdivision plat.

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.

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	The Subdivision Review Committee has no objection to the Request for Deferred Filings as submitted on 9/8/24.
Plat Deficiencies:	Required revisions to the subdivision plat as indicated by Joe Martellaro and Noah Stamm representing Public Works and Stormwater are attached as noted on copies of the proposed subdivision plat.
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	1. Public Work's comments to remove reference to vertical site benchmark information and illustration of the Arkansas Valley Conduit Ditch must be reflected on the plat. 2. Stormwater's comments to amend the drainage easement dedication language and remove the label of "private" from the illustrated easements must be reflected on the plat.

SITE CHARACTER AND COMPATIBILITY:

Site Character: The subject property is partially developed with one existing office building on the lot furthest to the east.

Neighborhood Compatibility:
North: Neighborhood Office (O-1) Zone District; undeveloped
East: Neighborhood Office (O-1) Zone District; developed with office building addressed 5417 Siena Dr
South: Single-Family Residential (R-2) Zone District; undeveloped
West: Pueblo County; undeveloped

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 ADUs, duplexes, civic building, parks, and other complementary uses.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

Minimum lot size and width: All lots would meet zone district standards for the Neighborhood Office (O-1) and Single-Family Residential (R-2), respectively.

REFERRAL AGENCIES AND COMMENTS:

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

ATTACHMENTS:

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

A. Aerial Map



B. Zoning Map



C. Comprehensive Plan Map



D. Public Notice Photo



E. Subdivision Plat & F. Supporting Documents

PELLECCHIA SUBDIVISION

A PORTION OF LOTS 10 AND 20, BLOCK 5, SHULL'S SUBDIVISION, LOCATED WITHIN A PORTION OF THE SW 1/4 OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

KNOW ALL MEN BY THESE PRESENTS: THAT LION HEART INVESTMENTS, LLC., A COLORADO LIMITED LIABILITY COMPANY BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED PARCELS OF LAND:

THAT PARCEL OF LAND DESCRIBED IN THAT WARRANTY DEED FILED FOR RECORD MARCH 1, 2006 AS RECEPTION NO. 1663962 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER WHICH READS AS FOLLOWS:

LOT 20, BLOCK 5, SHULL'S SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF, FILED FOR RECORD JULY 14, 1887, COUNTY OF PUEBLO, STATE OF COLORADO.

AND

THAT PARCEL OF LAND DESCRIBED IN THAT WARRANTY DEED FILED FOR RECORD AUGUST 9, 2007 AS RECEPTION NO. 1737520 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER WHICH READS AS FOLLOWS:

LOT 10, BLOCK 5, SHULL'S SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF, FILED FOR RECORD JULY 14, 1887, AND ALL THAT PORTION OF VACATED JONES AVENUE AS SHOWN ON STREET VACATION FILED FOR RECORD JULY 25, 2005 AT RECEPTION NO. 1630543. COUNTY OF PUEBLO, STATE OF COLORADO.

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO FOUR (4) LOTS, AND THE SAME TO BE NUMBERED, PLATTED, SUBDIVIDED, DIMENSIONED, AND NAMED AS SHOWN ON THE ANNEXED PLAT, FOR THE PURPOSE OF CREATING A SUBDIVISION TO BE KNOWN AS PELLECCHIA SUBDIVISION.

THE DRAINAGE EASEMENT AND PUBLIC UTILITY EASEMENT SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL USE.

DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNER(S) OF THE LOTS OR PARCELS UPON WHICH THE EASEMENTS ARE LOCATED. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT, BUT NOT THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FROM SAID OWNER(S).

EACH INDIVIDUAL LOT SHALL HAVE ITS OWN DETENTION AND WATER QUALITY FACILITIES WHICH SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNER(S) OF THE LOTS UPON WHICH THE FACILITIES ARE LOCATED. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NOT THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FROM SAID OWNER(S).

DRAINAGE DETENTION, AND WATER QUALITY FACILITIES SHALL BE DESIGNED AND INSTALLED AT THE TIME OF SITE DEVELOPMENT.

DETENTION EASEMENTS SHALL BE CREATED FOR ALL DETENTION FACILITIES AND ALL PERTINENT, REQUIRED DRAINAGE EASEMENTS SHALL BE CREATED BY SEPARATE INSTRUMENT.

"A FORMAL ENVIRONMENTAL ASSESSMENT FOR THIS SUBDIVISION HAS NOT BEEN PERFORMED; HOWEVER, TO THE BEST OF THE UNDERSIGNED OWNER'S KNOWLEDGE, INFORMATION, AND BELIEF, THERE ARE NO KNOWN HAZARDOUS SUBSTANCES PRESENT WITHIN THIS SUBDIVISION."

IN WITNESS WHEREOF THE FOLLOWING HAVE SET THEIR HAND:

_____ _____

LION HEART INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY **DATE**
BY: RICHARD C. PELLECCHIA, MANAGER/MEMBER

STATE OF COLORADO)
)S.S.
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS_____ DAY OF_____, 2025 BY RICHARD C.PELLECCHIA, MANAGER/MEMBER OF LION HEART INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY.

_____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

RATIFICATION OF PLAT:

FOR VALUE RECEIVED, THE UNDERSIGNED BEING THE OWNER OF INDEBTEDNESS SECURED BY A DEED OF TRUST RECORDED MARCH 25, 2024 AS RECEPTION NO. 2337835, DOES HEREBY RATIFY AND CONSENT TO THE SUBDIVISION OF THE LAND PLATTED AS PELLECCHIA SUBDIVISION SHOWN ON THE SUBDIVISION PLAT RECORDED BY RECEPTION NUMBER _____ IN THE RECORDS OF PUEBLO COUNTY, COLORADO, AND CONFIRMS AND JOINS IN THE DEDICATION OF ALL STREETS, EASEMENTS, RIGHTS OF WAY AND ACCESS RESTRICTIONS SHOWN THEREON AND SUBORDINATES ITS INTEREST IN THE PROPERTY DESCRIBED IN THE SUBDIVISION PLAT TO ANY SUBDIVISION IMPROVEMENTS AGREEMENT AND ADDENDUM THERETO BETWEEN THE SUBDIVIDER AND CITY OF PUEBLO EXECUTED IN CONJUNCTION THEREWITH.

SIGNED THIS_____ DAY OF_____, 2025.

BANK OF THE SAN JUANS, DIVISION OF GLACIER BANK

BY: _____

TITLE: _____

STATE OF COLORADO)
) S.S.
COUNTY OF PUEBLO)

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_____ MY COMMISSION EXPIRES: _____
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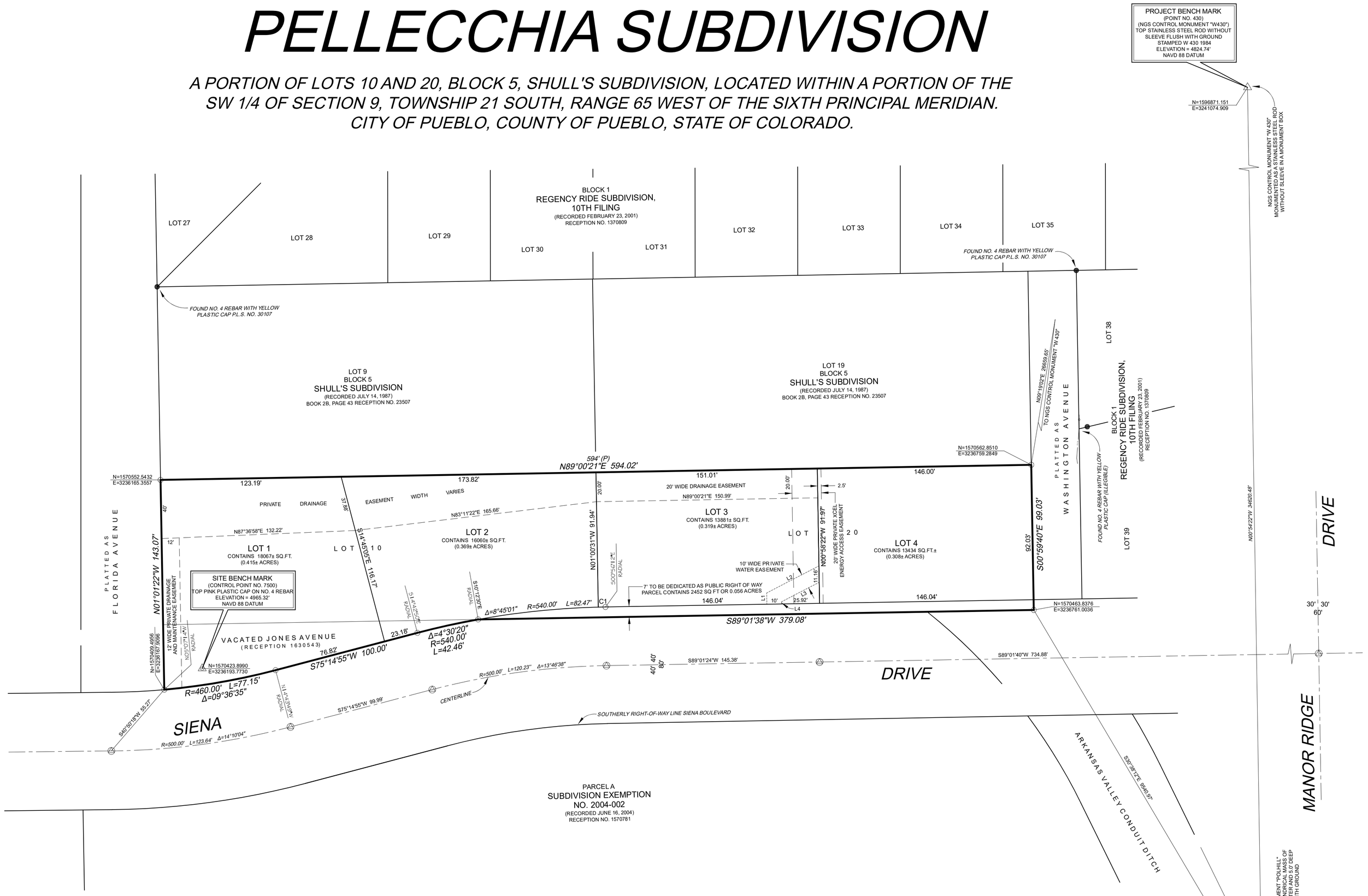
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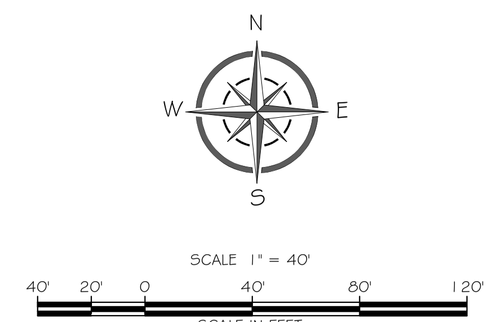
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6.) THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE PUEBLO CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 01, 2007, UNDER RECEPTION NO. 1736292 AND RECORDED FEBRUARY 15, 2013 UNDER RECEPTION NO. 1934215 AND PUEBLO CONSERVANCY DISTRICT MAP RECORDED DECEMBER 11, 2009 UNDER RECEPTION NO. 1829096. (NOT PLOTTABLE)

7.) DEED OF TRUST DATED MARCH 21, 2024, FROM LION HEART INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF PUEBLO COUNTY, COLORADO FOR THE USE OF BANK OF SAN JUANS, DIVISION OF GLACIER BANK TO SECURE THE SUM OF 470,000.00 RECORDED MARCH 25, 2024, UNDER RECEPTION NO. 2337835.

SAID DEED OF TRUST WAS FURTHER SECURED IN ASSIGNMENT OF RENTS RECORDED MARCH 25, 2024, UNDER RECEPTION NO. 23378836. (AFFECTS PARCEL B, NOT PLOTTABLE)

NOTICE:
ACCORDING TO C.R.S. 13-80-105, 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 CERTIFICATE SHOWN HEREON.

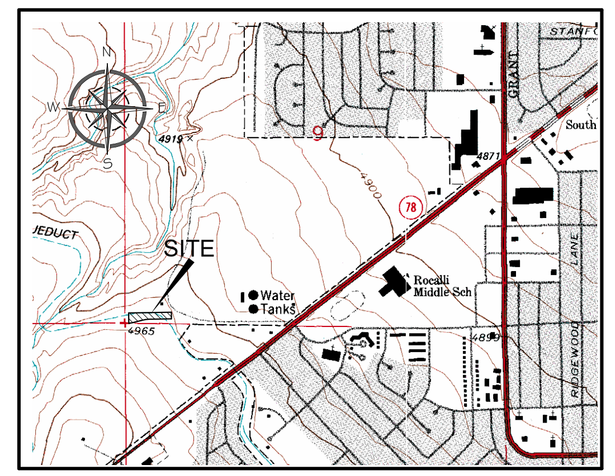


(P) = PLAT DIMENSION (SHULL'S SUBDIVISION)

△ = FOUND CENTERLINE MONUMENT NO. 5 REBAR WITH 2" ALUMINUM CAP L.S. NO. 12933

○ = SET NO. 4 REBAR WITH YELLOW PLASTIC CAP P.L.S. NO. 22101

C1 = D = 8°45'01" R = 540.00' L = 82.47'



VICINITY MAP

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:
1	10-28-25	PLANNING RED LINES	RGR
2	11-20-26	PRIVATE EASEMENTS	RGR

SHEET: 1 OF 1
DATE: 9-8-2025
SCALE: 1" = 40'

PROJECT: DK HORN ENGINEERING
DESCRIPTION: PELLECCHIA SUB (SIENA DRIVE)
FIELD: SB | JOB NUMBER: 2025-083
DRAWN: RMS | FILE NAME: 2025-083
CHECKED: RGR | REF. JOB NO.

Cardinal Points Surveying Inc.
4601 Eagleridge Place, Suite 110
Pueblo, Colorado 81008
(719) 253-0874 - (719) 253-0878 fax

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: Mikaylin Hackley, Planner

FROM: Noah Stamm, Stormwater Coordinator

DATE: February 3, 2026

SUBJECT: S-25-06 Pellechia 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 = October 22 comments
Red = December 1 comments
Blue = February 3 comments
(~~Crossed out items~~ indicate they have been addressed.)

Part I

1. ~~See 1st redlined preliminary drainage report. The stormwater approach of this subdivision does not meet the intent and spirit of the City of Pueblo's Drainage Criteria Manual and City's MS4 requirements and will need to be reanalyzed. Preliminary Drainage Report is required for Part I to determine where drainage easement or parcels are needed. Part I Preliminary Drainage Report is approved, see redlined drainage report for Part II comments.~~

2. Subdivision plat will need reviewed once drainage criteria is met. Still applicable. See 3rd submittal redlined plat.

3. 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 Owners name needs to appear exactly the same as shown on the plat and assessors website, otherwise approved please sign and execute and resubmit.

4. ~~A more exhaustive review of the drainage plan and report and plat will be conducted after the plan and report are corrected and more information is submitted. A substantial amount of information is missing, or needs changed. Another full review will be required.~~

5. Provide a comment response to this memo.

Part II

6. Provide an Operations and Maintenance Manual (O & M) as required by the SFMA. Use the City of Pueblo's standard O & M manual *Stormwater Facility O&M Manual, April 2023* in preparation. Additionally individual guideline sheets, maintenance forms, and inspection forms can be found here: https://www.pueblo.us/2883/Forms

7. ~~Provide revegetation and slope stabilization methods including planned seed mix.~~

8. After final approval of plans, provide an electronic copy of the Final Drainage Report and Drainage Plan, stamped, and signed by Engineer.

9. 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.

10. Upon approval of the drainage report the engineer shall complete the online reporting requirements of new stormwater detention and infiltration facilities per CRS §37-92-602 (8). The facility is required to be reported and approved by the City prior to receiving a CO. The online portal can be found here: https://maperture.digitaldataservices.com/gvh/?viewer=cswdif

11. Part I Preliminary Drainage Report is approved, see redlined drainage report for Part II comments.

12. Provide a comment response to this memo.

PELLECCHIA SUBDIVISION

A PORTION OF LOTS 10 AND 20, BLOCK 5, SHULL'S SUBDIVISION, LOCATED WITHIN A PORTION OF THE SW 1/4 OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

KNOW ALL MEN BY THESE PRESENTS: THAT LION HEART INVESTMENTS, LLC., A COLORADO LIMITED LIABILITY COMPANY BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED PARCELS OF LAND:

THAT PARCEL OF LAND DESCRIBED IN THAT WARRANTY DEED FILED FOR RECORD MARCH 1, 2006 AS RECEPTION NO. 1663962 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER WHICH READS AS FOLLOWS:

LOT 20, BLOCK 5, SHULL'S SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF, FILED FOR RECORD JULY 14, 1887, COUNTY OF PUEBLO, STATE OF COLORADO.

AND

THAT PARCEL OF LAND DESCRIBED IN THAT WARRANTY DEED FILED FOR RECORD AUGUST 9, 2007 AS RECEPTION NO. 1737520 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER WHICH READS AS FOLLOWS:

LOT 10, BLOCK 5, SHULL'S SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF, FILED FOR RECORD JULY 14, 1887, AND ALL THAT PORTION OF VACATED JONES AVENUE AS SHOWN ON STREET VACATION FILED FOR RECORD JULY 25, 2005 AT RECEPTION NO. 1630543. COUNTY OF PUEBLO, STATE OF COLORADO.

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO FOUR (4) LOTS, AND THE SAME TO BE NUMBERED, PLATTED, SUBDIVIDED, DIMENSIONED, AND NAMED AS SHOWN ON THE ANNEXED PLAT, FOR THE PURPOSE OF CREATING A SUBDIVISION TO BE KNOWN AS PELLECCHIA SUBDIVISION.

THE DRAINAGE EASEMENT AND PUBLIC UTILITY EASEMENT SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL USE.

DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNER(S) OF THE LOTS OR PARCELS UPON WHICH THE EASEMENTS ARE LOCATED. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT, BUT NOT THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FROM SAID OWNER(S).

EACH INDIVIDUAL LOT SHALL HAVE ITS OWN DETENTION AND WATER QUALITY FACILITIES WHICH SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNER(S) OF THE LOTS UPON WHICH THE FACILITIES ARE LOCATED. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NOT THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FROM SAID OWNER(S).

DRAINAGE DETENTION, AND WATER QUALITY FACILITIES SHALL BE DESIGNED AND INSTALLED AT THE TIME OF SITE DEVELOPMENT.

DETENTION EASEMENTS SHALL BE CREATED FOR ALL DETENTION FACILITIES AND ALL PERTINENT, REQUIRED DRAINAGE EASEMENTS SHALL BE CREATED BY SEPARATE INSTRUMENT.

"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."

Delete these statements.

"A FORMAL ENVIRONMENTAL ASSESSMENT FOR THIS SUBDIVISION HAS NOT BEEN PERFORMED; HOWEVER, TO THE BEST OF THE UNDERSIGNED OWNER'S KNOWLEDGE, INFORMATION, AND BELIEF, THERE ARE NO KNOWN HAZARDOUS SUBSTANCES PRESENT WITHIN THIS SUBDIVISION."

IN WITNESS WHEREOF THE FOLLOWING HAVE SET THEIR HAND:

LION HEART INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY **DATE**
BY: RICHARD C. PELLECCHIA, MANAGER/MEMBER

STATE OF COLORADO)
)S.S.
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS_____ DAY OF_____, 2025 BY RICHARD C.PELLECCHIA, MANAGER/MEMBER OF LION HEART INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY.

_____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

RATIFICATION OF PLAT:

FOR VALUE RECEIVED, THE UNDERSIGNED BEING THE OWNER OF INDEBTEDNESS SECURED BY A DEED OF TRUST RECORDED MARCH 25, 2024 AS RECEPTION NO. 2337835, DOES HEREBY RATIFY AND CONSENT TO THE SUBDIVISION OF THE LAND PLATTED AS PELLECCHIA SUBDIVISION SHOWN ON THE SUBDIVISION PLAT RECORDED BY RECEPTION NUMBER _____ IN THE RECORDS OF PUEBLO COUNTY, COLORADO, AND CONFIRMS AND JOINS IN THE DEDICATION OF ALL STREETS, EASEMENTS, RIGHTS OF WAY AND ACCESS RESTRICTIONS SHOWN THEREON AND SUBORDINATES ITS INTEREST IN THE PROPERTY DESCRIBED IN THE SUBDIVISION PLAT TO ANY SUBDIVISION IMPROVEMENTS AGREEMENT AND ADDENDUM THERETO BETWEEN THE SUBDIVIDER AND CITY OF PUEBLO EXECUTED IN CONJUNCTION THEREWITH.

SIGNED THIS_____ DAY OF_____, 2025.

BANK OF THE SAN JUANS, DIVISION OF GLACIER BANK

BY: _____

TITLE: _____

STATE OF COLORADO)
) S.S.
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2025 BY _____, _____ OF BANK OF THE SAN JUANS, DIVISION OF GLACIER BANK.

_____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

IMPROVEMENTS CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. 4 OF TITLE 12-4-7 (J) (1) AND 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
APPROVAL FOR RECORDING:

APPROVED BY THE CITY COUNCIL OF PUEBLO, COLORADO, BY ORDINANCE NO._____. THIS IS TO CERTIFY THAT THE PLAT OF PELLECCHIA SUBDIVISION, HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

_____ _____
CITY CLERK **DATE**

LAND SURVEYOR'S CERTIFICATION:

I, **RANDY G. REEVES**, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, HEREBY CERTIFY TO LION HEART INVESTMENTS, LLC., A COLORADO LIMITED LIABILITY COMPANY THAT A SURVEY OF THE ABOVE DESCRIBED PREMISES WAS CONDUCTED UNDER MY RESPONSIBLE CHARGE IN AUGUST 2025 AND THAT THIS PLAT OF PELLECCHIA SUBDIVISION, COMPLIES WITH THE REQUIREMENTS OF PLATS AND MAPS AS SET FORTH IN SECTION 38-33.3-209 ET, SEQ. C.R.S. 1992 AND WITH THE MINIMUM STANDARDS FOR LAND SURVEY AND PLATS AS SET FORTH IN SECTION 38-51-106 ET. SEQ. C.R.S. 1994.

_____ _____
RANDY G. REEVES **DATE**
PROFESSIONAL LAND SURVEYOR NO. 22101

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO, DOES NOT CONSTITUTE AN ACCEPTANCE OF DEDICATED PUBLIC ROADS PARK, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH PUBLIC IMPROVEMENTS MEET THE REQUIREMENTS, STANDARDS AND SPECIFICATIONS OF THE CITY, ITS SUBDIVISION ORDINANCE AND WHERE APPROPRIATE, ITS PARK'S DEPARTMENT SPECIFICATIONS, AND SUCH ARE SPECIFICALLY APPROVED AND ACCEPTED IN WRITING BY THE CITY DIRECTOR OF PUBLIC WORKS AND WHERE APPLICABLE, THE CITY DIRECTOR OF PARKS AND RECREATION, THE MAINTENANCE, CONSTRUCTION, AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING SAID DEDICATED PUBLIC ROADS, PARK AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNERS OF THE LAND WITHIN THIS SUBDIVISION, ET.

NOTES:

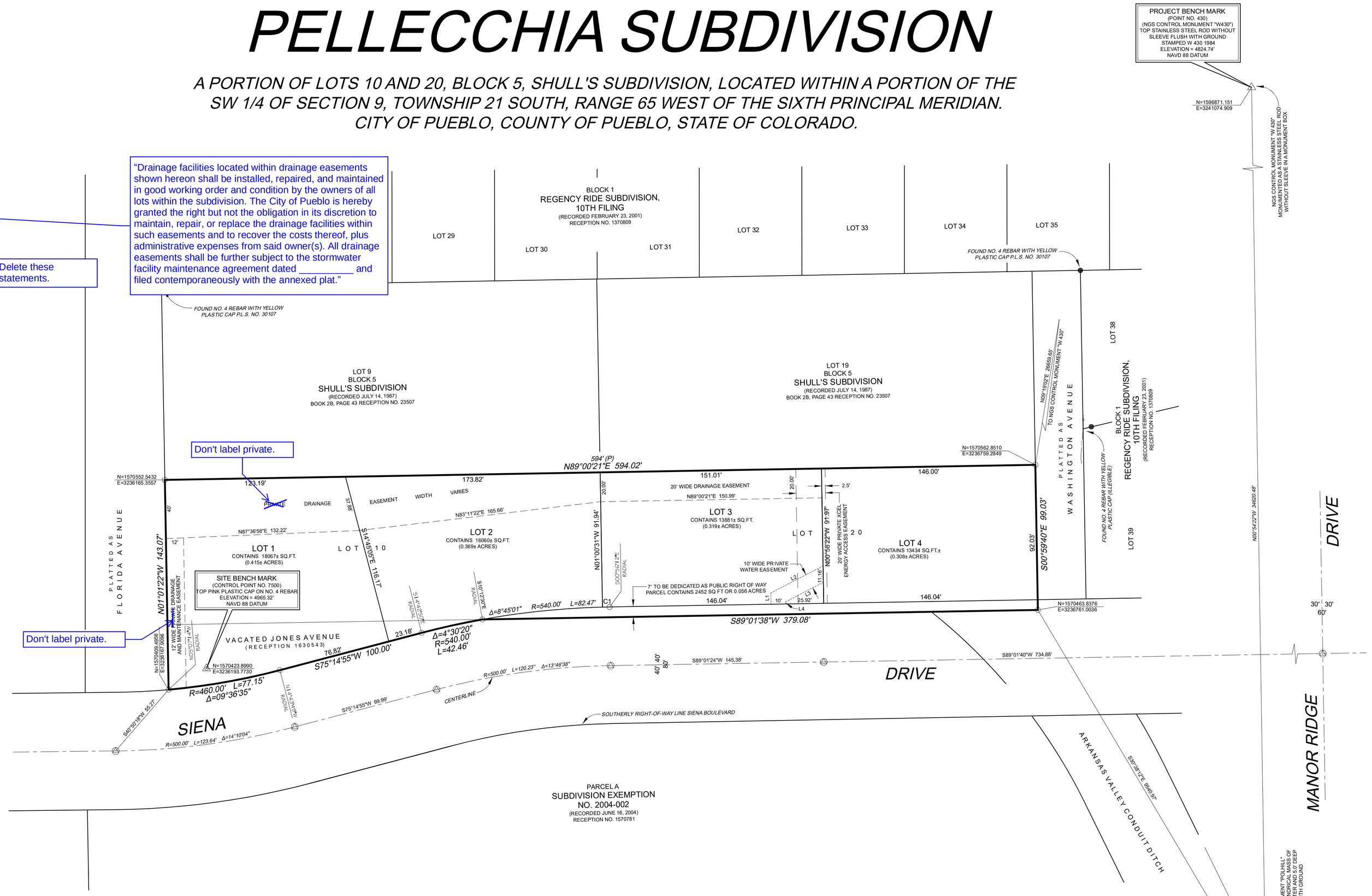
1.) A SEARCH FOR RECORDED RIGHTS OF WAY AND EASEMENTS WAS DONE BY LAND TITLE GUARANTEE COMPANY, ORDER NO. RND35069260 WITH AN EFFECTIVE DATE OF FEBRUARY 23, 2024 AT 5:00 P.M.

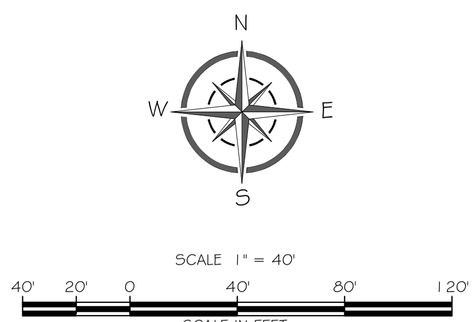
2.) BEARINGS BASED ON THE COLORADO STATE PLANE COORDINATE SYSTEM OF 1983 (2007) SOUTH ZONE ESTABLISHED ON A LINE BETWEEN NGS CONTROL MONUMENT "POLHILL" MONUMENTED WITH A HORIZONTAL CONTROL DISK SET IN TOP OF A CONCRETE MONUMENT AND NGS CONTROL MONUMENT "W 430", MONUMENTED WITH A STAINLESS STEEL ROD, TO BEAR N 00°54'22" W.

3.) DISTANCES SHOWN HEREON, EXCEPT AS NOTED, ARE GROUND DISTANCES. THE COMBINATION FACTOR FOR THIS PLAT IS 1.000266618. THE GROUND DISTANCE WHEN DIVIDED BY THE COMBINATION FACTOR WILL PROVIDE THE GRID DISTANCE AND THE GROUND COORDINATES WHEN DIVIDED BY THE COMBINATION FACTOR WILL PROVIDE THE GRID COORDINATES BASED ON THE COLORADO STATE PLANE COORDINATE SYSTEM OF 1983 SOUTH ZONE ON THE NORTH AMERICAN DATUM OF 1983. THE NGS CONTROL MONUMENTS USED FOR THIS SURVEY ARE "POLHILL" AND "W 430". COORDINATES SHOWN HEREON, EXCEPT AS NOTED, ARE GROUND COORDINATES.

4.) ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.

5.) UTILITIES SHOWN HEREON WERE LOCATED BY UNDERGROUND CONSULTING SOLUTIONS.



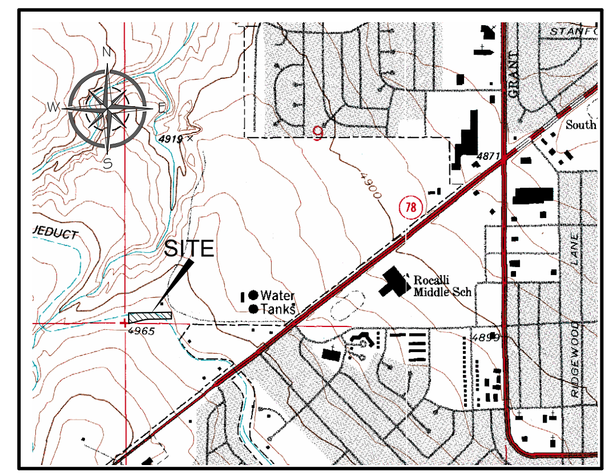


(P) = PLAT DIMENSION (SHULL'S SUBDIVISION)

△ = FOUND CENTERLINE MONUMENT NO. 5 REBAR WITH 2" ALUMINUM CAP L.S. NO. 12933

○ = SET NO. 4 REBAR WITH YELLOW PLASTIC CAP P.L.S. NO. 22101

C1 = D = 8°45'01" R = 540.00' L = 82.47'



VICINITY MAP

L1	S00°58'22"E	7.71'
L2	N62°37'32"E	40.11'
L3	S62°37'32"W	28.94'
L4	S00°58'22"E	1.51'

PROPERTY MAY BE SUBJECT TO:

1.) EXISTING LEASES AND TENANCIES.

2.) RESERVATION AS CONTAINED IN PATENT OF THE UNITED STATES FILED WITH THE COLORADO BUREAU OF LAND MANAGEMENT, LAND PATENTS AS CERTIFICATE NO. 4458. SAID DOCUMENT STORED AS OUR ESI 38907694. (NOT PLOTTABLE)

3.) RIGHT-OF-WAY FOR THE ARKANSAS VALLEY CONDUIT IN DEED RECORDED MARCH 03, 1993 IN BOOK 2642 AT PAGE 146 AND IN DEED RECORDED FEBRUARY 04, 2003 UNDER RECEPTION NO. 1482899. (NOT PLOTTABLE)

4.) THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE LOWER ARKANSAS VALLEY WATER CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 13, 2002, UNDER RECEPTION NO. 1474320 AND NOTICE RECORDED JANUARY 4, 2010 UNDER RECEPTION NO. 1829179. (NOT PLOTTABLE)

5.) TERMS, CONDITIONS, PROVISIONS, RESTRICTIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION AGREEMENT CASE NO A-04-02 BANDERA/SIENA ANNEXATION RECORDED JANUARY 04, 2005 UNDER RECEPTION NO. 1601292. ANNEXATION MAP RECORDED JANUARY 04, 2005 UNDER RECEPTION NO. 1601291. (NOT PLOTTABLE)

6.) THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE PUEBLO CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 01, 2007, UNDER RECEPTION NO. 1736292 AND RECORDED FEBRUARY 15, 2013 UNDER RECEPTION NO. 1934215 AND PUEBLO CONSERVANCY DISTRICT MAP RECORDED DECEMBER 11, 2009 UNDER RECEPTION NO. 1829096. (NOT PLOTTABLE)

7.) DEED OF TRUST DATED MARCH 21, 2024, FROM LION HEART INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF PUEBLO COUNTY, COLORADO FOR THE USE OF BANK OF SAN JUANS, DIVISION OF GLACIER BANK TO SECURE THE SUM OF 470,000.00 RECORDED MARCH 25, 2024, UNDER RECEPTION NO. 2337835.

SAID DEED OF TRUST WAS FURTHER SECURED IN ASSIGNMENT OF RENTS RECORDED MARCH 25, 2024, UNDER RECEPTION NO. 23378836. (AFFECTS PARCEL B, NOT PLOTTABLE)

NOTICE:
ACCORDING TO C.R.S. 13-80-105, 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 CERTIFICATE SHOWN HEREON.

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:
1	10-28-25	PLANNING RED LINES	RGR
2	11-20-26	PRIVATE EASEMENTS	RGR

SHEET: 1 OF 1
DATE: 9-8-2025
SCALE: 1" = 40'

PROJECT: DK HORN ENGINEERING
DESCRIPTION: PELLECCHIA SUB (SIENA DRIVE)
FIELD: SB | JOB NUMBER: 2025-083
DRAWN: RMS | FILE NAME: 2025-083
CHECKED: RGR | REF. JOB NO.

Cardinal Points
Surveying Inc.
4601 Eagleridge Place, Suite 110
Pueblo, Colorado 81008
(719) 253-0874 - (719) 253-0878 fax

PELLECCHIA SUBDIVISION

A PORTION OF LOTS 10 AND 20, BLOCK 5, SHULL'S SUBDIVISION, LOCATED WITHIN A PORTION OF THE SW 1/4 OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

KNOW ALL MEN BY THESE PRESENTS: THAT LION HEART INVESTMENTS, LLC., A COLORADO LIMITED LIABILITY COMPANY BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED PARCELS OF LAND:

THAT PARCEL OF LAND DESCRIBED IN THAT WARRANTY DEED FILED FOR RECORD MARCH 1, 2006 AS RECEPTION NO. 1663962 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER WHICH READS AS FOLLOWS:

LOT 20, BLOCK 5, SHULL'S SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF, FILED FOR RECORD JULY 14, 1887, COUNTY OF PUEBLO, STATE OF COLORADO.

AND

THAT PARCEL OF LAND DESCRIBED IN THAT WARRANTY DEED FILED FOR RECORD AUGUST 9, 2007 AS RECEPTION NO. 1737520 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER WHICH READS AS FOLLOWS:

LOT 10, BLOCK 5, SHULL'S SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF, FILED FOR RECORD JULY 14, 1887, AND ALL THAT PORTION OF VACATED JONES AVENUE AS SHOWN ON STREET VACATION FILED FOR RECORD JULY 25, 2005 AT RECEPTION NO. 1630543. COUNTY OF PUEBLO, STATE OF COLORADO.

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO FOUR (4) LOTS, AND THE SAME TO BE NUMBERED, PLATTED, SUBDIVIDED, DIMENSIONED, AND NAMED AS SHOWN ON THE ANNEXED PLAT, FOR THE PURPOSE OF CREATING A SUBDIVISION TO BE KNOWN AS PELLECCHIA SUBDIVISION.

THE DRAINAGE EASEMENT AND PUBLIC UTILITY EASEMENT SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL USE.

DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNER(S) OF THE LOTS OR PARCELS UPON WHICH THE EASEMENTS ARE LOCATED. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT, BUT NOT THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FROM SAID OWNER(S).

EACH INDIVIDUAL LOT SHALL HAVE ITS OWN DETENTION AND WATER QUALITY FACILITIES WHICH SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNER(S) OF THE LOTS UPON WHICH THE FACILITIES ARE LOCATED. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NOT THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FROM SAID OWNER(S).

DRAINAGE DETENTION, AND WATER QUALITY FACILITIES SHALL BE DESIGNED AND INSTALLED AT THE TIME OF SITE DEVELOPMENT.

DETENTION EASEMENTS SHALL BE CREATED FOR ALL DETENTION FACILITIES AND ALL PERTINENT, REQUIRED DRAINAGE EASEMENTS SHALL BE CREATED BY SEPARATE INSTRUMENT.

"A FORMAL ENVIRONMENTAL ASSESSMENT FOR THIS SUBDIVISION HAS NOT BEEN PERFORMED; HOWEVER, TO THE BEST OF THE UNDERSIGNED OWNER'S KNOWLEDGE, INFORMATION, AND BELIEF, THERE ARE NO KNOWN HAZARDOUS SUBSTANCES PRESENT WITHIN THIS SUBDIVISION."

IN WITNESS WHEREOF THE FOLLOWING HAVE SET THEIR HAND:

LION HEART INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY **DATE**
BY: RICHARD C. PELLECCHIA, MANAGER/MEMBER

STATE OF COLORADO)
)S.S.
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS_____ DAY OF_____, 2025 BY RICHARD C.PELLECCHIA, MANAGER/MEMBER OF LION HEART INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY.

_____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

RATIFICATION OF PLAT:

FOR VALUE RECEIVED, THE UNDERSIGNED BEING THE OWNER OF INDEBTEDNESS SECURED BY A DEED OF TRUST RECORDED MARCH 25, 2024 AS RECEPTION NO. 2337835, DOES HEREBY RATIFY AND CONSENT TO THE SUBDIVISION OF THE LAND PLATTED AS PELLECCHIA SUBDIVISION SHOWN ON THE SUBDIVISION PLAT RECORDED BY RECEPTION NUMBER _____ IN THE RECORDS OF PUEBLO COUNTY, COLORADO, AND CONFIRMS AND JOINS IN THE DEDICATION OF ALL STREETS, EASEMENTS, RIGHTS OF WAY AND ACCESS RESTRICTIONS SHOWN THEREON AND SUBORDINATES ITS INTEREST IN THE PROPERTY DESCRIBED IN THE SUBDIVISION PLAT TO ANY SUBDIVISION IMPROVEMENTS AGREEMENT AND ADDENDUM THERETO BETWEEN THE SUBDIVIDER AND CITY OF PUEBLO EXECUTED IN CONJUNCTION THEREWITH.

SIGNED THIS_____ DAY OF_____, 2025.

BANK OF THE SAN JUANS, DIVISION OF GLACIER BANK

BY: _____

TITLE: _____

STATE OF COLORADO)
) S.S.
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2025 BY _____, _____ OF BANK OF THE SAN JUANS, DIVISION OF GLACIER BANK.

_____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

IMPROVEMENTS CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. 4 OF TITLE 12-4-7 (J) (1) AND 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
APPROVAL FOR RECORDING:

APPROVED BY THE CITY COUNCIL OF PUEBLO, COLORADO, BY ORDINANCE NO._____. THIS IS TO CERTIFY THAT THE PLAT OF PELLECCHIA SUBDIVISION, HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

_____ _____
CITY CLERK **DATE**

LAND SURVEYOR'S CERTIFICATION:

I, **RANDY G. REEVES**, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, HEREBY CERTIFY TO LION HEART INVESTMENTS, LLC., A COLORADO LIMITED LIABILITY COMPANY THAT A SURVEY OF THE ABOVE DESCRIBED PREMISES WAS CONDUCTED UNDER MY RESPONSIBLE CHARGE IN AUGUST 2025 AND THAT THIS PLAT OF PELLECCHIA SUBDIVISION, COMPLIES WITH THE REQUIREMENTS OF PLATS AND MAPS AS SET FORTH IN SECTION 38-33.3-209 ET, SEQ. C.R.S. 1992 AND WITH THE MINIMUM STANDARDS FOR LAND SURVEY AND PLATS AS SET FORTH IN SECTION 38-51-106 ET. SEQ. C.R.S. 1994.

_____ _____
RANDY G. REEVES **DATE**
PROFESSIONAL LAND SURVEYOR NO. 22101

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO, DOES NOT CONSTITUTE AN ACCEPTANCE OF DEDICATED PUBLIC ROADS PARK, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH PUBLIC IMPROVEMENTS MEET THE REQUIREMENTS, STANDARDS AND SPECIFICATIONS OF THE CITY, ITS SUBDIVISION ORDINANCE AND WHERE APPROPRIATE, ITS PARK'S DEPARTMENT SPECIFICATIONS, AND SUCH ARE SPECIFICALLY APPROVED AND ACCEPTED IN WRITING BY THE CITY DIRECTOR OF PUBLIC WORKS AND WHERE APPLICABLE, THE CITY DIRECTOR OF PARKS AND RECREATION, THE MAINTENANCE, CONSTRUCTION, AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING SAID DEDICATED PUBLIC ROADS, PARK AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNERS OF THE LAND WITHIN THIS SUBDIVISION, ET.

NOTES:

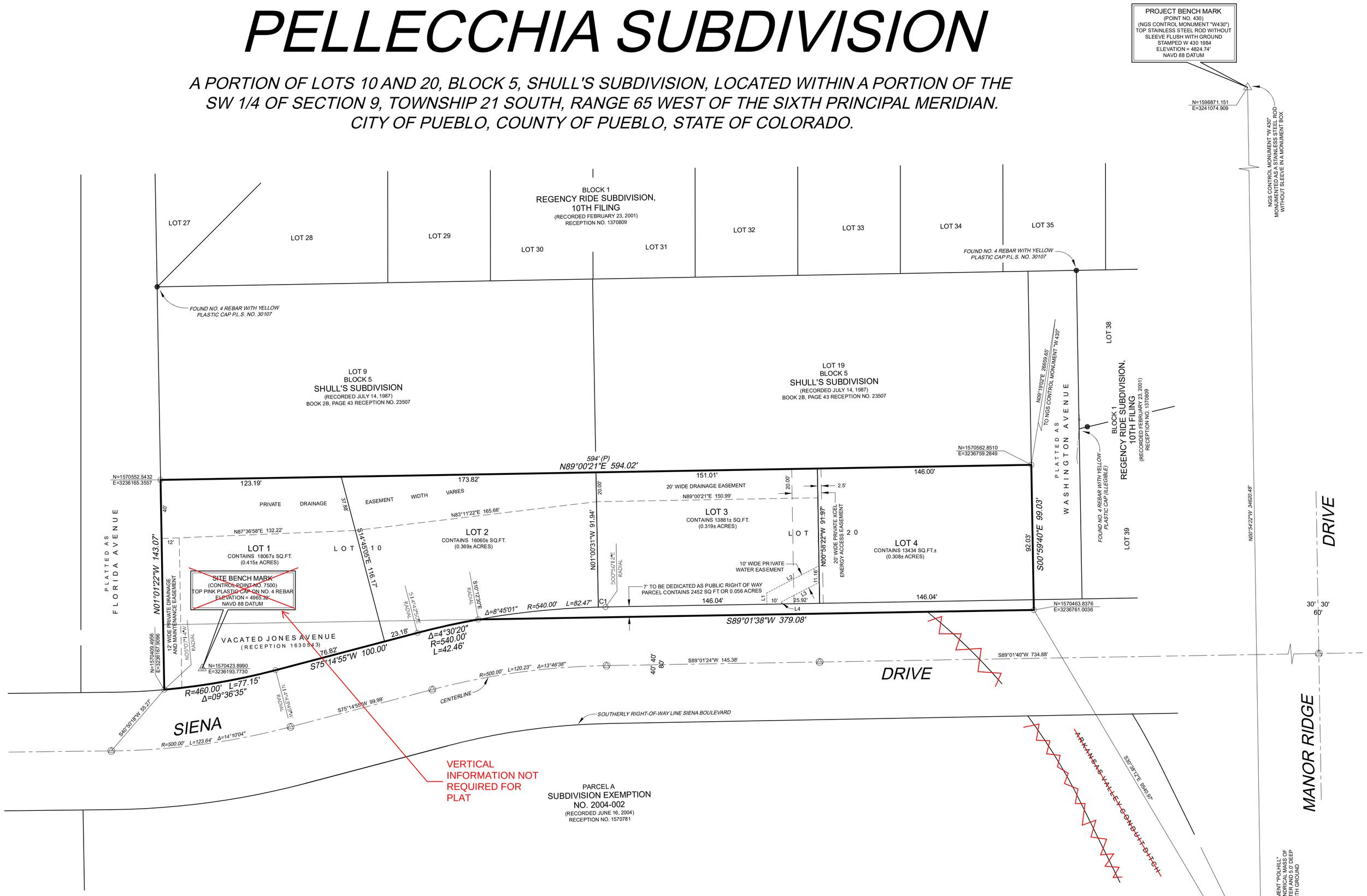
1.) A SEARCH FOR RECORDED RIGHTS OF WAY AND EASEMENTS WAS DONE BY LAND TITLE GUARANTEE COMPANY, ORDER NO. RND35069260 WITH AN EFFECTIVE DATE OF FEBRUARY 23, 2024 AT 5:00 P.M.

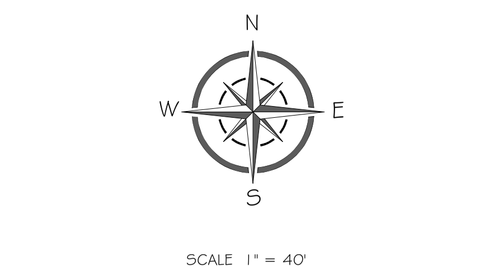
2.) BEARINGS BASED ON THE COLORADO STATE PLANE COORDINATE SYSTEM OF 1983 (2007) SOUTH ZONE ESTABLISHED ON A LINE BETWEEN NGS CONTROL MONUMENT "POLHILL" MONUMENTED WITH A HORIZONTAL CONTROL DISK SET IN TOP OF A CONCRETE MONUMENT AND NGS CONTROL MONUMENT "W 430", MONUMENTED WITH A STAINLESS STEEL ROD, TO BEAR N 00°54'22" W.

3.) DISTANCES SHOWN HEREON, EXCEPT AS NOTED, ARE GROUND DISTANCES. THE COMBINATION FACTOR FOR THIS PLAT IS 1.000266618. THE GROUND DISTANCE WHEN DIVIDED BY THE COMBINATION FACTOR WILL PROVIDE THE GRID DISTANCE AND THE GROUND COORDINATES WHEN DIVIDED BY THE COMBINATION FACTOR WILL PROVIDE THE GRID COORDINATES BASED ON THE COLORADO STATE PLANE COORDINATE SYSTEM OF 1983 SOUTH ZONE ON THE NORTH AMERICAN DATUM OF 1983. THE NGS CONTROL MONUMENTS USED FOR THIS SURVEY ARE "POLHILL" AND "W 430". COORDINATES SHOWN HEREON, EXCEPT AS NOTED, ARE GROUND COORDINATES.

4.) ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.

5.) UTILITIES SHOWN HEREON WERE LOCATED BY UNDERGROUND CONSULTING SOLUTIONS.



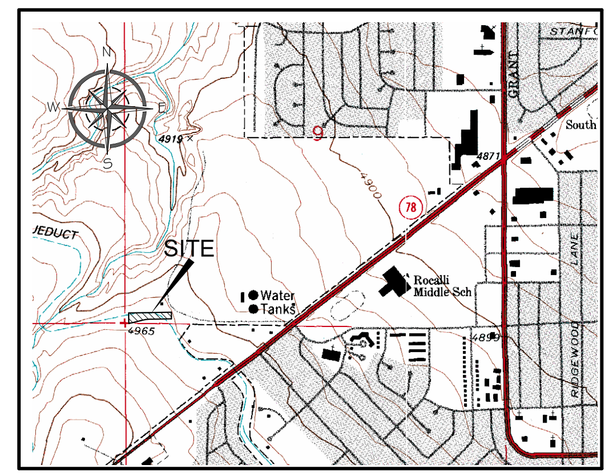


(P) = PLAT DIMENSION (SHULL'S SUBDIVISION)

△ = FOUND CENTERLINE MONUMENT NO. 5 REBAR WITH 2" ALUMINUM CAP L.S. NO. 12933

○ = SET NO. 4 REBAR WITH YELLOW PLASTIC CAP P.L.S. NO. 22101

C1 = D = 8°45'01" R = 540.00' L = 82.47'



VICINITY MAP

PROPERTY MAY BE SUBJECT TO:

1.) EXISTING LEASES AND TENANCIES.

2.) RESERVATION AS CONTAINED IN PATENT OF THE UNITED STATES FILED WITH THE COLORADO BUREAU OF LAND MANAGEMENT, LAND PATENTS AS CERTIFICATE NO. 4458. SAID DOCUMENT STORED AS OUR ESI 38907694. (NOT PLOTTABLE)

3.) RIGHT-OF-WAY FOR THE ARKANSAS VALLEY CONDUIT IN DEED RECORDED MARCH 03, 1993 IN BOOK 2642 AT PAGE 146 AND IN DEED RECORDED FEBRUARY 04, 2003 UNDER RECEPTION NO. 1482899. (NOT PLOTTABLE)

4.) THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE LOWER ARKANSAS VALLEY WATER CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 13, 2002, UNDER RECEPTION NO. 1474320 AND NOTICE RECORDED JANUARY 4, 2010 UNDER RECEPTION NO. 1829179. (NOT PLOTTABLE)

5.) TERMS, CONDITIONS, PROVISIONS, RESTRICTIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION AGREEMENT CASE NO A-04-02 BANDERA/SIENA ANNEXATION RECORDED JANUARY 04, 2005 UNDER RECEPTION NO. 1601292. ANNEXATION MAP RECORDED JANUARY 04, 2005 UNDER RECEPTION NO. 1601291. (NOT PLOTTABLE)

6.) THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE PUEBLO CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 01, 2007, UNDER RECEPTION NO. 1736292 AND RECORDED FEBRUARY 15, 2013 UNDER RECEPTION NO. 1934215 AND PUEBLO CONSERVANCY DISTRICT MAP RECORDED DECEMBER 11, 2009 UNDER RECEPTION NO. 1829096. (NOT PLOTTABLE)

7.) DEED OF TRUST DATED MARCH 21, 2024, FROM LION HEART INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF PUEBLO COUNTY, COLORADO FOR THE USE OF BANK OF SAN JUANS, DIVISION OF GLACIER BANK TO SECURE THE SUM OF 470,000.00 RECORDED MARCH 25, 2024, UNDER RECEPTION NO. 2337835.

SAID DEED OF TRUST WAS FURTHER SECURED IN ASSIGNMENT OF RENTS RECORDED MARCH 25, 2024, UNDER RECEPTION NO. 23378836. (AFFECTS PARCEL B, NOT PLOTTABLE)

NOTICE:
ACCORDING TO C.R.S. 13-80-105, 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 CERTIFICATE SHOWN HEREON.

L1	S00°58'22"E	7.71'
L2	N62°37'32"E	40.11'
L3	S62°37'32"W	28.94'
L4	S00°58'22"E	1.51'

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:
1	10-28-25	PLANNING RED LINES	RGR
2	11-20-26	PRIVATE EASEMENTS	RGR

SHEET: 1 OF 1
DATE: 9-8-2025
SCALE: 1" = 40'

PROJECT: DK HORN ENGINEERING
DESCRIPTION: PELLECCHIA SUB (SIENA DRIVE)
FIELD: SB | JOB NUMBER: 2025-083
DRAWN: RMS | FILE NAME: 2025-083
CHECKED: RGR | REF. JOB NO.

Cardinal Points
Surveying Inc.
4601 Eagleridge Place, Suite 110
Pueblo, Colorado 81008
(719) 253-0874 - (719) 253-0878 fax

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: February 4, 2026

Subject: S-25-06 Pellecchia Subdivision

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

Requests for Modifications to Requirements:	Not Applicable
Request for Deferred Filings	The Subdivision Review Committee has no objection to the Request for Deferred Filings as submitted on 9/8/24.
Plat Deficiencies:	Required revisions to the subdivision plat as indicated by Joe Martellaro and Noah Stamm representing Public Works and Stormwater are attached as noted on copies of the proposed subdivision plat.
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	1. Public Work's comments to remove reference to vertical site benchmark information and illustration of the Arkansas Valley Conduit Ditch must be reflected on the plat. 2. Stormwater's comments to amend the drainage easement dedication language and remove the label of "private" from the illustrated easements must be reflected on the plat.

city of PUEBLO colorado

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Director Planning and Community Development

CC: Jonell Gist, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: S-25-06 Pellecchia Subdivision

DATE: April 16, 2026

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

October 27, 2025

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

S-25-06 Subdivision: Pellecchia Subdivision, a subdivision of 1.46 acres located north of Siena Dr. and east of Bandera Pwky into 4 lots for future residential and commercial development

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**.

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

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

CASE NUMBER: S-25-06

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 Pellecchia Subdivision to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the final plat is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

11-25-25 Mailed By Carol
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

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:

S-25-06 Subdivision: Pellecchia Subdivision a subdivision of 1.46 acres located north of Siena Dr. and east of Bandera Pkwy into 4 lots for future residential and commercial development. Staff Report by Mikaylin Hackley, Planner. *Continued from January 14, 2026*

Hearing: Applicant Randy reeves and Richard Pellecchia remained sworn in and spoke in support of the application. No one spoke in opposition.

Commission Action: Bailey moved to recommend the rezone application with one staff condition be forward to City Council, seconded by Salazar.

Motion Passed: 7-0.

Owner	OwnerStree	OwnerCity	Owne	OwnerZip
ARRIAGA CARLOS P/ARRIAGA JESSICA N	5388 KESTREL CT	PUEBLO	CO	81005-5545
ASHLEY BRANT A/ASHLEY CALI M	5412 KESTREL CT	PUEBLO	CO	81005-5545
BURKET DONALD E II/BURKET SUN Y	1 HAWKS POINT CT	PUEBLO	CO	81005-5546
CAMPOS MITCHELL A/CAMPOS JUANA E	5446 KESTREL CT	PUEBLO	CO	81005-5545
CHARLES DAX R/CHARLES KIMBERLY M	5523 TERRACINA PL	PUEBLO	CO	81005-5581
DAUENHAUER JESSE	5420 KESTREL CT	PUEBLO	CO	81005-5545
DOMINGUEZ DECANINI ALDO A/DOMINGUEZ	6 HAWKS POINT CT	PUEBLO	CO	81005-5546
KING WILLIAM A/KING KARMYN	5450 KESTREL CT	PUEBLO	CO	81005-5545
LION HEART INV LLC	5071 NORTHCREEK F	BEULAH	CO	81023-9601
MADRID RICHARD G	4 HAWKS POINT CT	PUEBLO	CO	81005-5546
MANISCALCO KEVIN S/MANISCALCO FRANK	5360 KESTREL CT	PUEBLO	CO	81005-5544
MEIER KENT/MEIER PAMELA R	5449 KESTREL CT	PUEBLO	CO	81005-5543
MELSTER MATTHEW J/MELSTER NICOLE M	5434 KESTREL CT	PUEBLO	CO	81005-5545
METZGER DONALD P/METZGER NANCY	3 HAWKS POINT CT	PUEBLO	CO	81005-5546
MILLER JACQUELINE L/MILLER T RICHAR	5428 KESTREL CT	PUEBLO	CO	81005-5545
MONTOYA RODNEY R/MONTOYA GILBERTA A	5400 KESTREL CT	PUEBLO	CO	81005-5545
PUBLIC SERVICE CO OF COLORADO + C/O PROP	PO BOX 840	DENVER	CO	80201-0840
QUINTANA MARTIN E/QUINTANA VETA E	5442 KESTREL CT	PUEBLO	CO	81005-5545
SALAS WILFRED/SALAS JULIE ANN	5406 KESTREL CT	PUEBLO	CO	81005-5545
SOUTH VILLAGE AT PUEBLO LLC	PO BOX 50647	COLORADC	CO	80949-0647
VIALPANDO CHRISTOPHER G/KUETER BECK	5 HAWKS POINT CT	PUEBLO	CO	81005-5546
WHITE RICHARD R/WHITE LORETTA	5517 TERRACINA PL	PUEBLO	CO	81005-5581
WILSON FAMILY PARTNERSHIP LTD	207 BRIDLE TRL UNI	PUEBLO	CO	81005-2974

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 11, 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 2ND AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO ("CITY"), A COLORADO MUNICIPAL CORPORATION, AND THE FEDERAL HIGHWAY ADMINISTRATION ("FHWA"), FROM THE RAISE GRANT PROGRAM, AWARD NUMBER 693JJ32440495, RELATING TO THE WEST SIDE CONNECTOR PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a 2nd Amendment of an Intergovernmental Agreement ("IGA") between Pueblo, a Colorado Municipal Corporation ("City") and the Federal Highway Administration ("FHWA") relating to the RAISE grant for the West Side Connector Project.

PREVIOUS COUNCIL ACTION:

Ordinance 10787 dated September 9, 2024, established Project DT2401, which approved an IGA between the City and FHWA, budgeted and appropriated funds in the amount of $16,834,725.00 for the West Side Connector Project.

Resolution 15880 approved on January 27, 2025, awarded a contract to Pinyon Environmental, Inc. for Project No. 24-136 Provide NEPA for West Side Improvements.

Resolution 15901, dated February 10, 2025, awarded an Agreement for Professional Engineering Services to Bolton & Menk Inc to render design services for the West Side Improvements.

Ordinance 11064, approved on October 27, 2025, approved the 1st Amendment to the IGA between the City and FHWA, regarding the Raise Grant program for the West Side Connector Project.

Resolution 16913, dated December 8, 2025, awarded an agreement for professional services in the amount of $3,396,234.31 to Bolton & Menk, Inc for Project No. 25-002 Planning Consultant for 24th Street Bridge and Downtown Corridor.

Resolution 16266, dated March 9, 2026, established a new Project Account HU2603, transferred funds in the amount of $37,621.43 from HUAN01 to HU2603, approved Amendment 2 to the agreement for professional services between the City and Pinyon Environmental, Inc.

BACKGROUND:

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

This Ordinance approves the 2nd Amendment to the Intergovernmental Agreement, originally effective on September 11, 2024, between the City and FHWA. This Amendment modifies the scope of the project, by changing the intersections on Sun Mountain Boulevard to stop-sign controlled intersections instead of roundabouts and to change the number of bus stops to approximately 70. After a full warrant study was completed by Bolton & Menk, it was determined that roundabouts were not warranted on Sun Mountain Boulevard. In addition, the Amendment obligates funding in the amount of $11,834,725.00 for Option Phase 1: Construction of West Side Bus Stop Rehabilitation and Sun Mountain Boulevard Extension.

FINANCIAL IMPLICATIONS:

This amendment obligates the rest of the funding awarded by the Raise West Dide Connector Grant, in the amount of $11,834,725.00

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Currently, there are no alternatives to completing the project without the construction funds.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. West Side Connector - Amendment 2
2. GRANT CERTIFICATION (signed)

ORDINANCE NO.

AN ORDINANCE APPROVING A 2ND AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO ("CITY"), A COLORADO MUNICIPAL CORPORATION, AND THE FEDERAL HIGHWAY ADMINISTRATION ("FHWA"), FROM THE RAISE GRANT PROGRAM, AWARD NUMBER 693JJ32440495, RELATING TO THE WEST SIDE CONNECTOR PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The 2nd Amendment to the Intergovernmental Agreement (“IGA”) between the City of Pueblo ("City"), a Colorado Municipal Corporation, and the Federal Highway Administration ("FHWA"), Award Number: 693JJ32440495, West Side Connector 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 2nd Amendment 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 of the City are authorized to perform any and all acts consistent with this Ordinance and IGA 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

1. Award No.
693JJ32440495

2. Effective Date
See No. 17 Below

3. Assistance Listings No.
20.933

4. Award To
City of Pueblo
1 City Hall Place
Pueblo, CO 81003

Unique Entity Id.: NJK3BNUDRHJ7
TIN No.:

5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Acquisition & Grants Management
1200 New Jersey Avenue, SE
HCFA-32, Mail Drop E62-204
Washington, DC 20590

6. Period of Performance
Effective Date of Award – 12/31/2028

7. Total Amount

Federal Share:	$16,834,725
Recipient Share:	$0
Total:	$16,834,725

8. Type of Agreement
Grant

9. Authority
49 U.S.C. 6702; Infrastructure Investment and Jobs Act (Pub. L. No. 117-58, div. J, Nov. 15, 2021); Consolidated Appropriations Act, 2022 (Pub. L. 117-103, Mar. 15, 2022)

10. Procurement Request No.
HAD260035PR

11. Federal Funds Obligated
Base Phase: $5,000,000
Subject to the availability of funds (SAF):
Option Phase 1: $11,834,725
Total Potential Value: $16,834,725

12. Submit Payment Requests To
See Article 13 of the General Terms and Conditions.

13. Payment Office
See Article 13 of the General Terms and Conditions.

14. Accounting and Appropriations Data
N/A

15. Description of Project
West Side Connector

RECIPIENT
16. Signature of Person Authorized to Sign

_____
Signature Date
Name: Heather Graham
Title: Mayor

FEDERAL HIGHWAY ADMINISTRATION
17. Signature of Agreement Officer

_____
Signature Date
Name: Ryan Buck
Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

SECOND AMENDED AND RESTATED GRANT AGREEMENT UNDER THE FISCAL YEAR 2022 RAISE GRANT PROGRAM

This agreement is between the United States Department of Transportation (the "**USDOT**") and the City of Pueblo (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a RAISE Grant for the West Side Connector.

If schedule A to this agreement identifies a Designated Subrecipient, that Designated Subrecipient is also a party to this agreement, and the parties want the Designated Subrecipient to carry out the project with the Recipient's assistance and oversight.

The USDOT and Recipient executed a grant agreement on September 11, 2024 (the "Original Grant Agreement"). The parties amended and restated the grant agreement on April 3, 2026 (the "First Amended and Restated Grant Agreement"). The parties want to replace the Original Grant Agreement and all previous amended and restated grant agreements with the Second Amended and Restated Grant Agreement.

The parties therefore agree to amend and restate the grant agreement to read in its entirety as follows:

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 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program: FHWA Projects," dated November 4, 2025, which is available at https://www.transportation.gov/BUILDgrants/grant-agreements. The General Terms and Conditions reference the information contained in the schedules to this agreement. The General Terms and Conditions are part of this agreement.

(b) The Recipient states that it has knowledge of the General Terms and Conditions.

(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, terminating of the RAISE Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the RAISE Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
SPECIAL TERMS AND CONDITIONS.

There are no special terms for this award.

SCHEDULE A
ADMINISTRATIVE INFORMATION

1. Application.

Application Title: Pueblo Westside Connector

Application Date: 04/14/2022

2. Recipient's Unique Entity Identifier.

See section 23.3 of the General Terms and Conditions.

3. Recipient Contact(s).

Kelly Grisham
Public Works Project Coordinator
City of Pueblo
211 East D Street Pueblo, CO 81003
(719) 553-2254
kgrisham@pueblo.us

4. Recipient Key Personnel.

None.

5. USDOT Project Contact(s).

Agreement Officer (AO)
Federal Highway Administration
Office of Cooperative Agreements and Non-State Grant Awards
HACG-30
1200 New Jersey Avenue, S.E.
Washington, DC 20590

and

Agreement Specialist (AS)
Federal Highway Administration
Office of Cooperative Agreements and Non-State Grant Awards
HACG-30
1200 New Jersey Avenue, S.E.
Washington, DC 20590

and

Agreement Officer Representative (AOR)

Division Administrator
FHWA Colorado Division
12300 W. Dakota Avenue, Suite 180
Lakewood, CO 80228
(720) 963-3000
Colorado.FHWA@fhwa.dot.gov

and

Ajin Hu
Grants Program Manager & Region 2 Area Engineer
FHWA Colorado Division
12300 W. Dakota Avenue, Suite 180
Lakewood, CO 80228
(720) 963-3071
ajin.hu@dot.gov

6. Payment System.

USDOT Payment System: DELPHI eInvoicing

7. Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Cooperative Agreements and Non-State Grant Awards

8. Federal Award Identification Number.

See section 23.2 of the General Terms and Conditions.

9. Designated Subrecipient.

Designated Subrecipient: None

SCHEDULE B
PROJECT ACTIVITIES

1. General Project Description.

This project has three distinct components related to reconnecting the West Side of the City of Pueblo to downtown. In the first component, Spaulding/Sun Mountain Blvd. will be extended from 24th Street to 31st Street and two stop-sign controlled intersections will be constructed on where Spaulding intersects 27th Street and 31st Street. The second component will rehabilitate approximately 70 West Side bus stops to comply with ADA standards. The third component, which will be funded as a planning project component, consists of planning and design for a 24th Street bridge and Downtown Corridor.

2. Statement of Work.

Preliminary Engineering

Base Phase:

- Environmental studies and NEPA document preparation
- Engineering design
- Universal Design
- Final design and construction documents

Design includes the Sun Mountain Boulevard extension and West Side bus stops for ADA compliance for later construction under the grant.

This activity also includes the planning for the 24th Street bridge and Downtown Corridor. This entails public engagement, a feasibility study, design, right-of-way needs assessment, and other pre-construction activities but will not result in construction under the grant.

Construction

Option Phase 1: West Side Bus Stop Rehabilitations – implementation of universal design to reconstruct approximately seventy (70) bus stop locations. Work includes:

- Construction inspection,
- Landing pad installation,
- Shelter erection and seating installation,
- Sidewalk extensions and ADA compliant ramps,
- Solar Lighting,
- Wayfinding Signage, and
- Landscaping.

Sun Mountain Boulevard Extension – roadway construction extension from 24th Street to 31st Street and includes two roundabouts where Sun Mountain Boulevard intersects with 27th Street and 31st Street. Work includes:

- Construction Inspection,
- Construction of approximately 0.7 miles of new roadway,
- Installation of two stop-signed controlled intersections,
- Installation of ADA compliance non-vehicular infrastructure with ties to existing conditions at new intersections,
- Utilities extensions,
- Lighting,
- Pavement markings and signage, and
- Landscaping.

SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE

1. Award Dates.

Budget Period End Date:

Base Phase Budget Period End Date: 12/31/2028
Option Phase 1 Budget Period End Date: 12/31/2028

Period of Performance End Date: See section 4.5 of the General Terms and Conditions

2. Estimated Project Schedule.

Milestone	**Schedule Date**
Actual NEPA Completion Date (West Side Bus Stops of Base Phase)	04/30/2026
Actual NEPA Completion Date (Sun Mountain Boulevard of Base Phase)	04/15/2026
Actual Right-of-Way Certification Date (West Side Bus Stops of Option Phase 1)	01/01/2026
Planned Project Completion Date (24th Street Bridge and Downtown Corridor of Base Phase)	06/30/2028
Planned Construction Substantial Completion and Open to Traffic Date (Sun Mountain Boulevard of Option Phase 3)	12/31/2027
Planned Construction Substantial Completion and Open to Traffic Date (West Side Bus Stops of Option Phase 2)	12/31/2027

3. Special Milestone Deadlines.

None.

SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION

1. Award Amount.

RAISE Grant Amount: $16,834,725

2. Federal Obligation Information.

Federal Obligation Type: Multiple

Obligations Allocation and Condition Table		
Portion of the Project	**Allocation from RAISE Grant**	**Obligation Condition**
Base Phase: Preliminary Engineering	$5,000,000	
Option Phase 1: Construction of West Side Bus Stop Rehabilitations & Sun Mountain Boulevard Extension	$11,834,725	Upon confirmation that all applicable Federal requirements have been met.

3. Approved Project Budget.

Eligible Project Costs

	Base Phase: Preliminary Engineering	**Option Phase 1: Construction- West Side Bus Stop Rehabilitations & Sun Mountain Blvd. Extension**	**Total**
RAISE Funds:	$5,000,000	$11,834,725	$16,834,725
Other Federal Funds:	$0	$0	$0
Non-Federal Funds:	$0	$0	$0
Total:	$5,000,000	$11,834,725	$16,834,725

4. Cost Classification Table

Cost Classification	Total Costs	Non-RAISE Previously Incurred Costs	Eligible Costs
Land, structures, rights-of-way, appraisals, etc.	$0	$0.00	**$0**
Architectural and engineering fees	$5,000,000	$0.00	**$5,000,000**
Construction	$10,654,295.45	$0.00	**$10,654,295.45**
Contingency	$1,180,429.55	$0.00	**$1,180,429.55**
Project Total	**$16,834,725.00**	**$0.00**	**$16,834,725.00**

5. Approved Pre-award Costs

None. The USDOT has not approved under this award any pre-award costs under 2 CFR 200.458.

SCHEDULE E
CHANGES FROM FIRST AMENDED AND RESTATED GRANT AGREEMENT

INSTRUCTIONS FOR COMPLETING SCHEDULE E: Describe all material differences between the scope, schedule, and budget described in the First Amended and Restated Grant Agreement and the scope, schedule, budget described in schedules B–D. The purpose of this schedule E is to clearly and accurately document the differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. If there are notable changes in aspects of the Project other than scope, schedule, and budget (*e.g.,* recipient changes), those changes should also be described. See section 3.1 of the General Terms and Conditions.

Scope:
Original list of Bus Stops provided in the RFP came to a total of 70. During early investigations into the list of stops it was determined that 12 of them had recently been improved and therefore did not need additional improvements. City Transit provided a list of 10 stops to be added. As design progressed one of the stops was removed by City Transit. The resultant # of stops are 67, of which 10 are new stops and 57 are existing stops being improved.

In the original application, the Sun Mountain Boulevard intersections at 31st st and future 27th st were identified as roundabouts in order to align with the grant application. During the design phase, the City's consultant performed a comprehensive screening of alternatives, including traditional roundabouts, mini-roundabouts, minor-street stop control, and all-way stop control (AWSC).

While traffic modeling indicated that all alternatives would operate at an acceptable Level of Service (LOS D or better), the full roundabout option was eliminated due to significant right-of-way (ROW) and utility impacts. These impacts would have resulted in substantial cost increases and schedule delays, ultimately risking the federal funding obligation deadline.

Consequently, the minor-street stop-controlled T-intersection is the preferred alternative because it meets operational goals while minimizing cost and ROW footprints. Although an all-way stop-control (AWSC) configuration was also favorable, we recommend monitoring the intersection for future AWSC implementation as nearby development progresses.

Schedule:
In Amendment No. 1, two dates were listed incorrectly. The Actual NEPA Completion (West Side Bus Stops of Base Phase) should be 4/30/2026 instead of 1/29/2026. The actual Right-of-Way Certification Date (West Side Bus Stops) should be listed as 1/1/2026 instead of 1/1/2025. The updated Actual NEPA Completion Date for Sun Mountain Boulevard is 4/15/2026. The Planned Construction Substantial Completion and Open to Traffic Dates are not changed from the first Amendment.

Budget: There are no changes in project budget from the first amendment.

The table below provides a summary comparison of the Project budget.

Fund Source	First Amended and Restated Grant Agreement $	%	Schedule D $	%
Previously Incurred Costs				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
RAISE Funds	16,834,725	100		
Other Federal Funds	0	0		
Non-Federal Funds	0	0		
Total Future Eligible Project Costs	16,834,725	100		
Total Project Costs	16,834,725			

OTHER: THIS AMENDMENT OBLIGATES FUNDING IN THE AMOUNT OF $11,834,725 FOR OPTION PHASE 1: WEST SIDE BUS STOP REHABILITATIONS AND SUN MOUNTAIN BOULEVARD EXTENSION AS PROVIDED IN THE OBLIGATION CONDITION TABLE IN SCHEDULE D.CHANGES FROM ORIGINAL GRANT AGREEMENT

Scope: No Changes

Schedule: Changes in milestone dates from the agreement are based on the current project schedule. Changes to the schedule are due to numerous reasons, including:

- The environmental scoping meeting held on June 24, 2024, indicated that the class of NEPA action for Sun Mountain Boulevard would be a "Simple Categorical Exclusion". However, since that time the class of action has been redefined to be an "Environmental Assessment." Additional time is required to accommodate the higher level of action, which includes more reviews, public notice, public comment, development of a decision document, etc.
- Survey and final siting for the West Side Bus Stops has taken longer than expected. Further, with respect to the Section 106 process, it is expected that a higher level of review for historic resources will be required due to the number of locations and historic properties/districts.
- Coordination with the developer that is associated with lands adjacent to the Sun Mountain Boulevard project area has been time consuming. The project requires traffic data to conduct noise analysis for this project; the project team has had difficulty securing and validating the traffic data that would be provided by others.
- The initial IGA process with FHWA, as well as the release of the initial RFP, took longer than originally anticipated. As this was the City's first time serving as a direct recipient grantee, our internal review process required additional time. The design of 24th Street bridge over the RR tracks and the connection to downtown Pueblo is expected to take much longer time because of the coordination with railroad and the coordination with the ongoing downtown Pueblo master study. We expect the final design and the ROW acquisition will be complected by June 30, 2028.
- We request to have six more months to complete the construction of the bus shelters and Sun Mountain because of multiple advertising packages and the construction of water quality pond.

Milestone	Grant Agreement Date	Amendment No. 1 Date
Actual NEPA Completion Date (West Side Bus Stops of Base Phase)	03/01/2025	1/29/2026

Planned NEPA Completion Date (Sun Mountain Boulevard of Base Phase)	03/01/2025	3/31/2026
Actual Right-of-Way Certification Date (West Side Bus Stops of Option Phase 1)	01/01/2026	1/01/2025
Planned Project Completion Date (24th Street bridge and Downtown Corridor of Base Phase)	06/30/2027	06/30/2028
Planned Construction Substantial Completion and Open to Traffic Date (Sun Mountain Boulevard of Option Phase 3)	06/30/2027	12/31/2027
Planned Construction Substantial Completion and Open to Traffic Date (West Side Bus Stops of Option Phase 2)	09/15/2027	12/31/2027

Budget: No Changes

Other: None.

CHANGES FROM APPLICATION

Scope: No changes.

Schedule: Changes in milestone dates from the application are based on the outcome of discussions between the Recipient and FHWA to determine the best procurement strategies given the various phases of work to be undertaken under this Award. The application also assumed that the IGA would be executed by the end of 2023.

Milestone	Application Date	Schedule C Date
Planned NEPA Completion Date (West Side Bus Stops of Base Phase)	N/A - not provided in the application.	03/01/2025
Planned NEPA Completion Date (Sun Mountain Boulevard of Base Phase)	12/01/2024	03/01/2025
Planned Right-of-Way Certification Date (West Side Bus Stops of Option Phase 1)	N/A – easement needs determined after application submittal.	01/01/2026
Planned Project Completion Date (24th Street bridge and Downtown Corridor of Base Phase)	09/30/2026	06/30/2027
Planned Construction Substantial Completion and Open to Traffic Date (Sun Mountain Boulevard of Option Phase 3)	09/30/2026	06/30/2027
Planned Construction Substantial Completion and Open to Traffic Date (West Side Bus Stops of Option Phase 2)	09/30/2026	09/15/2027

Budget: There are no changes from the application total budget to the agreement total budget. However, the agreement budget was adjusted between phases to better reflect current market cost expectations and the inflationary cost impact on material goods and supplies.

Other: None.

SCHEDULE F
RAISE PROGRAM DESIGNATIONS

1. Urban or Rural Designation.

Urban-Rural Designation: Rural

2. Capital or Planning Designation.

Capital-Planning Designation: Capital and Planning

3. Historically Disadvantaged Community or Area of Persistent Poverty Designation.

HDC or APP Designation: Yes

4. Funding Act.

Funding Act: FY2022

SCHEDULE G
RAISE PERFORMANCE MEASUREMENT INFORMATION

Study Area: City of Pueblo West Side

Baseline Measurement Date: August 31, 2026

Baseline Report Date: October 31, 2026

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Rider Characteristics	Quality of Life A mail-back passenger survey distributed to each boarding streetcar passenger on a typical weekday while schools are in session. The specific survey methodology, sample expansion plan and data items require FTA approval prior to implementation, with data items for each surveyed transit rider to include origin-to-destination travel paths, travel purposes, modes of access to (and egress from) transit and socioeconomic characteristics.	Annual
Value of Housing or Land	Economic Competitiveness Quality of Life From Census data of administrative records, the median assessed value of developed and/or undeveloped parcels in the project impact area, as determined by the grantee with FTA concurrence.	Annual

SCHEDULE H
LABOR AND WORK

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 or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. *(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)*
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. *(Describe the training programs in the supporting narrative below.)*
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. *(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)*
X	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. *(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)*
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. *(Describe the partnership and workforce strategies in the supporting narrative below.)*
	The Recipient or a project partner 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.)*
	The Recipient or a project partner 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 schedule B. *(Identify the relevant actions from schedule B in the supporting narrative below.)*

	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements.

The project includes a variety of planning, design, and construction activities that will be undertaken by professionals and tradespeople. The work will create good-paying jobs, with the free and fair choice to join a union which advocates for strong labor standards for its members.

The City will require selected contractors to participate in relevant workforce development and labor-management partnership training opportunities using resources available through the U.S. Small Business Administration, U.S. Department of Labor, the Colorado Workforce Development Center, and other entities.

GRANT CERTIFICATION

From: Kelly Grisham, Project Coordinator

To: Mark Aliff, President of the City Council
Heather Graham, Mayor

Re: Westside Connector – RAISE 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.

Kelly Grisham

4/28/2026

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 11, 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, FRIENDS OF CITY PARK, A COLORADO NONPROFIT CORPORATION, AND HISTORIC PUEBLO, INC., A COLORADO NONPROFIT CORPORATION FOR THE 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 on the one-hand and Friends of City Park ("FCP") and Historic Pueblo, Inc. ("HPI") on the other-hand for the 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. FCP is still working to finalize its 501(c)(3) status with the IRS and therefore, is partnering with HPI on this project in order to utilize its status. HPI will act as the fiscal agent for all grant funds.

Many of the grants FCP and HPI seek to obtain require that they have physical and legal control over the property. The attached Memorandum of Understanding allows FCP and HPI 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 and HPI will be solely responsible for funding and completing the renovation project. During this project, the Bath House will be closed to the public. FCP and HPI 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 and HPI 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:

1. MOU between Friends of City Park Historic Pueblo Inc. and City

ORDINANCE NO.

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FRIENDS OF CITY PARK, A COLORADO NONPROFIT CORPORATION, AND HISTORIC PUEBLO, INC., A COLORADO NONPROFIT CORPORATION FOR THE 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 on the one-hand and Friends of City Park, a Colorado nonprofit corporation and Historic Pueblo, Inc., a Colorado nonprofit corporation, on the other-hand, having been approved as to form by the City Attorney is hereby approved. The Mayor is authorized to execute and deliver the MOU in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into the last date signed below, by and between the City of Pueblo, a Colorado municipal corporation ("City"), on the one-hand and Friends of City Park, a Colorado nonprofit corporation ("FCP") and Historic Pueblo, Inc., a Colorado nonprofit corporation ("HPI"), on the other-hand (collectively the "Nonprofits").

RECITALS

WHEREAS, the City owns the property commonly referred to as the City Park Bath House and ground immediately surrounding the same as depicted in the attached Exhibit A (hereinafter the "Property");

WHEREAS, FCP and HPI are non-profit entities composed of engaged citizens, community members, and business leaders of Pueblo who are determined to see the preservation of Pueblo's historic assets; and

WHEREAS, FCP was formed to address the City Park Bath House and ensure its legacy is preserved in a way that also meets today's modern needs as a public facility, world class tennis center, and multi-purpose community space; and

WHEREAS, FCP and HPI desire access to the Property for the purpose of preserving and renovating the City Park Bath House;

WHEREAS, the City desires to grant FCP and HPI access to the Property for the purpose of preserving and renovating the City Park Bath House;

WHEREAS, the Parties desire to memorialize the terms and conditions of such access and understandings relating to the preservation and renovations of the Property.

NOW THEREFORE, FCP, HPI and the City agree as follows:

Article 1
Term

1.1 The Term of this MOU shall be for two years ("Term"). The Term shall begin on May 1, 2026 (the "Commencement Date") and terminate on April 30, 2028 (the "Termination Date"), unless sooner terminated pursuant to the terms of this MOU.

Article 2
Access to Property

2.1 Property. In consideration of the mutual covenants and agreements herein contained, the City hereby grants to the Nonprofits access to the Property commonly referred to as the City Park Bath House and ground immediately surrounding the same as depicted in the attached Exhibit A (the "Property"). All equipment and construction-

related materials or waste contemplated by this MOU shall be stored and contained within the Property. All construction or work contemplated by this MOU shall be restricted to and contained within the Property.

2.2 Access Payment. The Nonprofits, as payment for access, shall complete construction of the City approved improvements set forth in paragraph 3.5 of this MOU, in accordance with plans and specifications approved by the City. The Nonprofits shall use commercially reasonable and diligent efforts to complete construction of the improvements within the Term.

2.3 Term of Access. Access to the Property shall commence with the Term of the MOU and terminate upon termination of the MOU. Access to the Property shall not extend beyond the Term of the MOU without a written mutual agreement of the parties.

2.4 Use and Access of the Property.

2.4.1 The Nonprofits may use and access the Property for the purpose of making improvements to the Property consistent with the terms and conditions of this MOU and for no other purpose.

2.4.2 Access and use of the Property shall be non-exclusive and shared with the City and public until such time as the Nonprofits begin active construction of the improvements to the Property. Once the Nonprofits begin active construction of the improvements to the Property, the Property shall be closed to the public and the Nonprofits must secure the Property pursuant to paragraph 2.5 below. Thereafter, the City will continue to have the right to access the Property for inspection as set forth in this MOU and pursuant to its ownership and police powers.

2.4.3 “Active Construction” for the purposes of this MOU shall mean any equipment, materials or supplies being moved to the Property, or the removing, altering, or manipulating of any building material, including but not limited to roofing material, bricks, dirt, landscaping of any kind, and windows. Should any ambiguity arise, the City shall decide in its sole discretion whether “active construction” has begun.

2.4.4 While the Property remains open to the public, the City will maintain and secure and Property.

2.5 Security of Property. The Nonprofits shall cause the Property to be secured to prevent unauthorized entry onto the Property. Such security shall include, at a minimum, keeping all doors and windows to the Bath House closed, boarded, locked or secured and erecting a six-foot fence around the perimeter of the Property that is capable of being locked.

2.6 Utilities. Utilities for the Property will be paid by the City and billed to the FCP quarterly. FCP shall be the point of contact for the Nonprofits with regard to utilities but the Nonprofits shall be jointly and severally liable for all amouts due and required payments for utilities.

2.7 Property Insurance. During the Term, the City shall maintain insurance covering the City's liability for ownership of the Property. FCP and/or HPI must maintain "all-risk" property insurance covering against loss or damage resulting from fire or other insurable loss of the Nonprofit's property.

Article 3
Improvements to Property

3.1 Overview. The Property was originally built in 1937 and currently serves as a public restroom facility for the tennis courts at City Park. Over time the Property has deteriorated and suffered from water intrusion which has affected the foundation causing it to settle and causing the concrete to deteriorate. There are obvious cracks in the foundation and walls.

3.2. Nonprofit Intentions. The Nonprofits shall renovate and improve the Property to function as an updated modern public restroom and meeting area in compliance with all applicable building codes and ADA requirements. All plans and specifications must be approved by the City. The Nonprofits shall complete all improvements to the Property at no cost to the City. FCP shall be the point of contact for the City with regard to construction related matters; however, the Nonprofits shall be jointly responsible to the City for compliance with all terms and conditions of this MOU.

3.3 Nonprofit Acknowledgements. The Nonprofits acknowledge that FCP has inspected the Property, conducted such studies and tests thereof (including environmental tests) necessary or required to perform the Project. The Nonprofits shall be solely responsible for all engineering and architectural plans necessary or required for the Project.

3.4 Conceptual Drawings. The Nonprofits shall within forty-five (45) days of the Commencement Date submit to the City conceptual plans and drawings for the proposed improvements to the Property for approval.

3.5 Project Defined. The final approved plans and drawings shall define the Project. A Scope of Work and unapproved conceptual drawings are attached as Exhibit B. All final conceptual plans and designs must be approved by the City. All plans must be approved by the Planning Department, Parks and Recreation Department, and Public Works Department, the Southern Colorado Building Department, and be consistent with the Pueblo Municipal Code, and all federal, state, and local building regulations. All improvements must be completed pursuant to all relevant building codes and comply with all applicable ADA requirements.

3.6 Nonprofits to Direct Work. The Nonprofits shall be fully responsible for all acts and omissions of all subcontractors, engineers, suppliers and other individuals or entities performing or furnishing any work, materials, or supplies to the Project under a direct or indirect contract with FCP or HPI. The City shall not be responsible for the payment or to see to the payment of any moneys due to any subcontractor, engineer, supplier, or other individual or entity except as may otherwise be required by law.

3.7 Liens and Encumbrances. The Nonprofits must keep the Property free from any mechanic's, materialman's, or similar liens or encumbrances, and any claims therefore for labor or materials furnished to the Nonprofits. If the Nonprofits fail to do so, the City may pay the amount or take such other action as City deems it necessary to remove such claim, lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid and costs incurred by the City will be deemed due and payable upon demand, without limitation as to other remedies available to the City.

3.8 Scheduling Work. The Nonprofits shall be solely responsible for scheduling and coordinating subcontractors, engineers, suppliers, and other individuals and entities performing or furnishing any of the work under a direct or indirect contract with FCP or HPI. All work shall be coordinated with the City Parks and Recreation Department so it does not interfere with events.

3.9 Written Contracts and City Licenses Required. No contractors, subcontractors, engineers, suppliers, or other individuals and entities shall perform or furnish any work, material or supplies for the Project except by written contract and only after obtaining a City of Pueblo business license.

3.10 Licensed and Insured. All contractors, subcontractors, engineers, suppliers, or other individuals and entities performing or furnishing work or supplies for the Project shall be appropriately licensed and insured.

3.11 Working Hours. The Nonprofits shall complete work on the Project during the normal business hours of Monday through Friday between 7:00 a.m. and 5:00 p.m. to avoid disruption of park activities during the evenings and weekends. Any work done outside of normal business hours must be approved by the City. The City may require a pause in work for the full duration of any tennis events held at City Park.

3.12 Work Area. The Nonprofits shall at all times keep the Property free from accumulations of waste materials or rubbish caused by their employees or work and at the completion of the work they shall remove all their rubbish from and about the work and all their tools, equipment, scaffolding and surplus materials and shall leave their work clean and ready to use. The Property shall be kept in a clean and orderly condition and appearance. The Nonprofits shall ensure that construction materials, equipment, and vehicles do not in any way impede, infringe, or interfere with the use of the surrounding areas of City Park by the City or the public.

3.13 Damage to Surrounding Area. The Nonprofits shall proceed with the Project in such a way as to avoid damage to the area surrounding and adjacent to the Property. The Nonprofits shall maintain and/or repair or pay to maintain and/or repair any damage done to all existing property adjacent to the Property, including but not limited to asphalt, road, curb, gutter, concrete, sod, irrigation systems, landscaped areas, fencing, trees, shrubs, bleachers, structures, and tennis courts. The Nonprofits and the City shall conduct a walk through to determined pre-conditions of the surrounding site improvements.

3.14 Utility Locates. The Nonprofits shall be responsible for obtaining all utility locates necessary to perform the Project safely. The Nonprofits acknowledge that the accuracy of information furnished by the City in regard to underground utilities is not guaranteed. The utility locations may be approximate and not include all utilities. The Nonprofits shall determine the exact location of all utilities prior to commencing work.

3.15 Building Permits. The Nonprofits shall be responsible for investigating and determining the requirements for all necessary environmental, drainage, and construction permits. No work shall be completed on the Project or Property without the Nonrpofits first obtaining the proper permits. The Nonprofits shall comply with all conditions of all permits. All permit fees and/or agency fines are the sole responsibility of the Nonprofits and the Nonprofits shall indemnify and hold the City harmless for the same.

3.16 Status Reports. The Nonprofits will provide detailed written project status updates, including budget, timeline and overall construction progress to the Mayor and City Council every 90 days or upon request.

Article 4
Grant Funds

4.1 Fiscal Agent. FCP intends to apply for and obtain grant funding for the Project. FCP and/or HPI shall be the fiscal agent(s) for all grant funds. To the extent grant funds require matching funds, FCP and/or HPI shall provide such matching funds through private donations. It is the intention of the parties that the Project shall be completed at no cost to the City and therefore, the City shall not be required to match grant funds.

4.2 City Cooperation. The City may cooperate and assist with the completion of grant applications at its sole discretion. Any monetary contribution shall be subject to City Council approval and appropriation.

4.3 Reporting Responsibility. The Nonprofits shall be solely responsible for all grant reporting and shall indemnify and hold the City harmless for any failure to comply with grant requirements.

Article 5
Insurance and Warranties

5.1 Insurance Requirements. The Nonprofits shall not commence work under this Contract until they have obtained at their own expense and without cost to the City all insurance required under this paragraph and such insurance has been approved by the City Attorney, nor shall the Nonprofits allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The Nonprofits shall maintain such insurance until the final acceptance by the City of all construction covered by the Contract.

5.1.1 Commercial General Liability Insurance: The Nonprofits shall secure and maintain during the period of this Contract and for such additional time as work

on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Nonprofits with respect to all work performed by them and all their subcontractors under the Contract, to be written on a Commercial General Liability policy form CG 00 01. This insurance shall be written in amounts not less than $1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and $1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall be endorsed naming the City of Pueblo, its agents, officers, and employees as additional insureds. To the extent that Nonprofit's work, or work under their direction, may require blasting, explosive conditions, or underground operations, the commercial general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of building, or damage to underground property. The policy shall also provide coverage for contractual liability assumed by Nonprofits under the provisions of the Contract, and "Completed Operations and Projects Liability" coverage.

5.1.2 Comprehensive Automobile Liability Insurance: The Nonprofits shall procure and maintain during the period of the Contract and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than $350,000 and for any injury to two or more persons in any single occurrence of not less than $1,000,000. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Nonprofits from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes, and similar equipment whether owned, leased, hired, or used by Nonprofits.

5.1.3 Workers' Compensation Insurance: The Nonprofits shall procure and maintain during the period of this Contract and for such additional time as work on this project is being performed, Workers' Compensation Insurance, including Occupational Disease Provisions, fully complying with the provisions of the Workers' Compensation Act, as amended, of the State of Colorado. Such insurance shall be obtained notwithstanding that the Nonprofits may have no employees as defined under said Act or that the Nonprofits might otherwise avail itself of an exemption under the Act from any legal requirement to obtain such coverage. Such insurance shall cover all employees of the Nonprofits performing work on the project irrespective of whether such employees may be shareholders, managers, partners or owners of the Nonprofits or exempt employees under the Act. If any class of employees engaged in hazardous work under this Contract at the site of the project is not protected by the Workers' Compensation Statute, the Nonprofits shall provide, and similarly shall cause each subcontractor to provide, special insurance for the protection of such employees not otherwise protected. Workers' Compensation policy shall contain an endorsement waiving subrogation against the City.

5.2 Minimum Coverage. The insurance coverage enumerated in the above subparagraphs constitutes the minimum requirements and said enumeration shall in no way lessen or limit the liability of the Nonprofits under the terms of the MOU. The Nonprofits shall procure and maintain, at their own cost and expense, any additional kinds and amounts of insurance that, in their own judgment, may be necessary for their proper protection in the prosecution of the work. Insurance shall be kept in full force during the Term of this MOU and shall not be canceled, permitted to expire, or be changed without thirty (30) days advance written notice to the City.

5.3 Certificates of Insurance. The Nonprofits shall provide copies of certificates of insurance for itself and all of its subcontractors to the City upon request.

5.4 General Warranty. All work shall be constructed in compliance with applicable building and construction codes and must be guaranteed for a period of two (2) years from the date of final acceptance, or for such other period as may be required.

Article 6
Termination

6.1 Termination for Cause. The Nonprofits' failure to perform or observe any covenant, condition, provision, or term of the contract shall constitute the Nonprofits' default. In the event of the Nonprofit's default, the City shall have the right to immediately terminate this MOU upon written notice to the Nonprofits and seek all legal and equitable remedies available to it.

6.2 Termination for Convenience. Either party may terminate this MOU at any time during the Term for convenience and without cause. Either party may exercise this option by giving the other party one hundred twenty (120) days prior written notice of termination including the date on which the termination shall become effective.

6.3 Vacation of Property. Upon the expiration, cancellation or termination of this MOU pursuant to the terms hereof, the Nonprofits agree to peaceably leave and exit the Property and remove all material, supplies, equipment, and personal property not affixed to the Property without damage to the Property or cost to the City.

6.4 Title to Improvements Upon Termination. Upon the expiration, cancellation or termination of this MOU pursuant to the terms hereof, the improvements and all additions and appurtenances thereto resulting from the Project shall become the property of the City and title shall automatically vest in the City free and clear of all liens and encumbrances. The Nonprofits agree to execute all documents and take such reasonable actions, if any be necessary, to confirm the transfer of title to the improvements to the City.

Article 7

Miscellaneous Provisions

7.1 No Assignment. This MOU, and any rights or obligations hereunder, may not be assigned, transferred, delegated, or otherwise conveyed by the Nonprofits without the prior written consent of the other party, which may be withheld, conditioned or delayed at the sole discretion of the City. Any attempted assignment in violation of this provision shall be null and void.

7.2 Indemnification. The Nonprofits shall indemnify and hold City, its officers, employees and agents, harmless from and defend them against any and all claims and liability whether for personal injury, bodily injury or property damage, including cost of defense and reasonable attorney fees, for any injury or damage to the City or its officers, agents or employees, or to City's property, or to any third person, or to the property of any third person: (a) occurring in, on or about the Property during the Term; or (b) arising out of or resulting, during the Term, from the Property, or any condition thereon, or from the Nonprofits' use and access of the Property, or any of the Nonprofits' equipment thereon or appurtenances thereto, or any activity conducted thereon by the Nonprofits or the Nonprofits', contractors, subcontractors, suppliers, materialmen, invitees, agents or representatives; all of the above with exception of any injury or damage caused by the acts of City, its officers, employees, invitees or agents.

7.3 Right to Inspect. The City, its officers, employees, agents and representatives may enter upon the Property for any reason during normal business hours upon reasonable notice to FCP. In the case of any emergency or possible casualty involving the Property, entry may be made any time without notice to FCP or HPI.

7.4 Survival of Obligations. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this MOU, as well as continuing obligations indicted herein, will survive final payment, completion and acceptance of the Project and termination or completion of the MOU.

7.5 Governing Law. This MOU 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.

7.6 Venue and Jury Trial. City and the Nonprofits agree that exclusive venue for all actions or causes of action relating to this MOU or the Property shall be Pueblo County, Colorado. All such actions shall be filed in the District Court in and for the County of Pueblo, State of Colorado and the Nonprofits submit to the jurisdiction of that Court. To the extent allowed by law, each Party waives its right to a jury trial.

7.7 Audit. FCP and HPI shall maintain accurate documents, papers and records of all work completed and amounts paid for work on the Project, including but not limited to subcontract agreements, grant agreements, purchase orders, supply contracts, cancelled checks, receipts, warranties, plans, drawings, permits, approvals, engineering

reports, and environmental reports. FCP and HPI shall provide copies of any and all such records to the City upon request within seven (7) business days.

7.8 Waiver/Remedies. The failure of City or the Nonprofits to insist upon strict performance by the other of any of the provisions of this MOU will not be deemed as a waiver or relinquishment for the future of any such provision. Except as expressly provided otherwise herein, all rights and remedies provided for herein or otherwise existing at law or in equity are cumulative, and the exercise of one or more rights or remedies by either party shall not preclude or waive its right to the exercise of any or all the others.

7.9 Notices. All notices, demands or communications of any kind which may be required or desired to be served, given or made by the Parties upon the others, under the terms of or in connection with this MOU, shall be sufficiently served, given or made (as an alternative to personal service) if such notice, demand or communication is sent by overnight courier or certified United States mail, addressed to:

City of Pueblo
Attn: Mayor
1 City Hall Place
Pueblo, CO 81003
mayor@pueblo.us
with a copy to:

City of Pueblo
Attn: City Attorney
101 W. Riverwalk Place, 4th Floor
Pueblo, CO 81003
csikes@pueblo.us

Friends of City Park
Attn: George Koncilja
1801 Court Street
Pueblo, CO 81003
koncilja.re@gmail.com

Historic Pueblo, Inc.
905 Berkley Avenue
Pueblo, CO 81004
Attn: Corinne Koehler, President
cor_koehler@yahoo.com

(or to such other person or address as may hereafter from time to time be designated for this purpose by either party in writing to the other.)

7.10 Partial Invalidity. If any provision of this MOU or the application thereof to any person or circumstance is, at any time or to any extent, invalid or unenforceable, the remainder of this MOU will not be affected thereby, and each such provision will be valid and will be enforced to the fullest extent permitted by law.

7.11 Attorneys' Fees. In the case of any litigation among the parties under this MOU, the prevailing party will be entitled to reimbursement for its reasonable costs, including reasonable attorneys' fees, incurred in any such dispute.

7.12 Entire Agreement. This MOU contains the entire and exclusive agreement between the parties relating to the Property and Project and may not be modified except by written agreement signed by the parties.

7.13 Relationship of the Parties. FCP and HPI are independent contractors from the City. None of the Parties shall be, or hold itself out as, agent of the other or as joint venturers or partners under this MOU.

7.14 Drafting of Agreement. Each Party acknowledges that this MOU was fully negotiated by the Parties and therefore, no provision of this MOU shall be interpreted against any Party because such Party or its legal representative drafted such provision.

7.15 No Third-party Beneficiaries. The provisions of this MOU are for the exclusive benefit of the Parties hereto and their successors and permitted assigns, and no third-party shall be a beneficiary, or have any rights by virtue of this MOU.

7.16 Joint and Several Liability. This MOU, or FCP and HPI during the term of this MOU, may delegate discreet tasks to FCP or HPI to perform the requirements of this MOU; however, FCP and HPI shall be jointly and severally liabile for the performance of all obligations and liabilities arising under this MOU regardless of how discreet tasks may be delegated herein or by the Parties. FCP and HPI agree and acknowledge that each is independently liable for full perfomance of all obligations hereunder, and that a breach or default by one of them shall constitute a breach by both. The rights and remedies of the other parties under this MOU may be enforced against any one or more of the jointly and severally liable parties, without the necessity of joining all such parties in any action or proceeding. Each jointly and severally liable party waives any defense based on the absence of any other party in any such action or proceeding.

7.17 Counterparts and Electronic Signature. This MOU 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 one and the same original. Parties agree that this MOU may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same legal effect, validity, and enforceability as a handwritten signature. No party shall contest the admissibility or enforceability of this MOU solely on the basis that it was executed electronically.

Friends of City Park,
a Colorado nonprofit corporation

By:_____
Its: _____

Date:_____

City of Pueblo,
a Colorado municipal corporation

_____
Heather Graham, Mayor

Date:_____

Historic Pueblo, Inc.,
a Colorado nonprofit corporation

By:_____
Its:_____

Date:_____

Exhibit B
Scope of Work

PHASE I: Develop Conceptual Drawings Deadline: 45 days from Commencement

- FCP will develop conceptual drawings and present to City Departments, including the Department of Parks and Recreation, for approval.
- FCP shall have fourteen (14) days to correct, modify or address concerns noted by City on the conceptual drawings and resubmit to City Departments for final approval.

PHASE II: Submit for Approved Construction Documents Deadline: 120 days from Commencement

- All architectural and engineering drawings will be fully and finally complete based upon the conceptual drawings mutually approved by the City and FCP.
- All required environmental permits will be obtained from the applicable federal, state, or local agencies.
- All required building permits will be obtained from the applicable federal, state, or local agencies.
- FCP shall provide detailed written project status updates, including budget, timeline and overall construction progress to the Mayor and City Council every 90 days or upon request.

PHASE III: Construction Phase I - Stabilization of Structure Deadline: 360 days from Commencement

- Stabilization of the structure and foundation pursuant to all approved plans and building permits.
- Stabilization of the floors pursuant to all approved plans and building permits.
- Address the exterior and interior stone pursuant to all approved plans and building permits.
- Address water affecting the structure including but not limited to grading, ground water and gutters pursuant to approved plans and building permits.
- Open up all blocked-in windows and doors.
- Restoration of existing windows if possible and replacement of windows to match if not possible.
- Painting, repair and general cleaning of structure.
- All work to be completed pursuant to engineer and architecture reports and approved plans and building permits.
- FCP will provide detailed written project status updates, including budget, timeline and overall construction progress to the Mayor and City Council every 90 days or upon request.

PHASE IV: Construction Phase II – Interior Demolition Deadline: 420 days from Commencement

- Demo existing restroom areas pursuant to approved plans and permits.
- Prepare restroom floor for new plumbing pursuant to approved plans and permits.
- Leveling concrete floor throughout structure pursuant to approved plans and permits.

- FCP will provide detailed written project status updates, including budget, timeline and overall construction progress to the Mayor and City Council every 90 days or upon request.

PHASE V: Construction Phase III – Mechanical Systems Deadline: 600 days from Commencement

- Finalize all interior finishes pursuant to approved plans and permits.
- Install all mechanical systems throughout the structure pursuant to approved plans and permits.
- Complete plumbing and electrical installations and final inspections pursuant to approved plans and permits.
- Install all exterior access and ADA requirements pursuant to approved plans and permits.
- FCP will provide detailed written project status updates, including budget, timeline and overall construction progress to the Mayor and City Council every 90 days or upon request.

PHASE VI: Construction Phase IV – Exterior Deadline: 660 days from Commencement

- Complete exterior site work including all concrete, grading, asphalt, landscaping, and vegetation improvements.
- Complete WPA displays.
- Schedule Final Inspections.
- Complete final walk-through with the City.
- Submit close-out paperwork for grants.
- FCP will provide detailed written project status updates, including budget, timeline and overall construction progress to the Mayor and City Council every 90 days or upon request.

PHASE VII: Close-out Deadline: 720 days from Commencement

- Proof of grant fulfillment provided to City.
- All warranty documentation provided to City.
- Lien waivers provided to City.
- All plans, project documents, and all documents requested provided to City.
- Final detailed written report provided to Mayor and City Council.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 11, 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 TRANSFERRING FUNDS IN THE AMOUNT OF $25,000 FROM PROJECT ACCOUNT HU9999, FASTER PROJECTS TO BE DETERMINED TO HU2603, WEST SIDE CONNECTOR, APPROVING A PRELIMINARY ENGINEERING SERVICES AGREEMENT BETWEEN BNSF RAILWAY COMPANY, A DELAWARE CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO PRELIMINARY ENGINEERING WORK WITH RESPECT TO BUILDING AN OVERPASS ACROSS THE BNSF RAILROAD TRACK AT WEST 24TH STREET AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

SUMMARY:

Attached is an Ordinance transferring funds in the amount of $25,000.00 from Project Account HU9999, FASTER projects to be determined to HU2603, West Side Connector, approving a Reimbursement Agreement for Preliminary Engineering Services between BNSF Railway Company and the City of Pueblo for conducting preliminary engineering review services in relation to the West 24th Street Bridge design.

PREVIOUS COUNCIL ACTION:

Ordinance 10787, approved September 10, 2024, established project DT2401, West Side Connector (FHWA), approved an IGA between the City of Pueblo and the Federal Highway Administration, budgeted and appropriated funds from the RAISE Grant Program in the amount of $16,834,725.00.

Resolution 16193, dated December 8, 2025, awarded an agreement for professional engineering services in the amount of $3,396,234.31 to Bolton & Menk, Inc., for Project No. 25-002 Planning Consultant for 24th Street Bridge and Downtown Corridor.

BACKGROUND:

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

The BNSF Railroad right-of-way extends under the proposed 24th Street Bridge. In order to conduct work over the railroad tracks, review and approval of the preliminary engineering by BNSF Railway is required. As part of this agreement, BNSF, its employees, contractors, consultants will conduct on-site visits including diagnostic evaluations, perform preliminary engineering services, develop cost estimates for construction of the project, prepare draft agreements including legal review and review and/or provide comments on preliminary layouts for other designs, plans, and/or documents.

The City will be obligated to reimburse BNSF Railway for actual costs and expenses that BNSF incurs in performing the work, estimated at $19,110.00.

FINANCIAL IMPLICATIONS:

Funds in the amount of $25,000.00 shall be transferred, budgeted and appropriated from project account HU9999, FASTER projects to be determined to HU2603, West Side Connector.

Funds in the amount of $19,110.00 shall be paid from HU2603, West Side Connector.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

Not applicable

ALTERNATIVES:

Denial of this agreement will result in the City not being able to complete the necessary work over the railroad and the design of the bridge at West 24th Street being canceled. In addition, a portion of the work is funded by a grant received from FHWA. Failure to approve this agreement will require funds to be returned to FHWA.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. BNSF Agreement with Attachments

ORDINANCE NO.

AN ORDINANCE TRANSFERRING FUNDS IN THE AMOUNT OF $25,000 FROM PROJECT ACCOUNT HU9999, FASTER PROJECTS TO BE DETERMINED TO HU2603, WEST SIDE CONNECTOR, APPROVING A PRELIMINARY ENGINEERING SERVICES AGREEMENT BETWEEN BNSF RAILWAY COMPANY, A DELAWARE CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO PRELIMINARY ENGINEERING WORK WITH RESPECT TO BUILDING AN OVERPASS ACROSS THE BNSF RAILROAD TRACK AT WEST 24TH STREET AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

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

SECTION 1.

The Preliminary Engineering Services Agreement by and between BNSF Railway Company, a Delaware Corporation, and the City of Pueblo, a Colorado Municipal Corporation, a copy of which is attached hereto and made part hereof by reference, after having been approved as to form by the City Attorney, is hereby approved. 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 2.

Funds in the amount of $25,000.00 shall be transferred from Project Account HU9999, FASTER Projects to be Determined to Project Account HU2603, West Side Connector.

SECTION 3.

Funds in the amount of $19,110.00 shall be paid from HU2603, West Side Connector.

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 therein.

SECTION 5.

This Ordinance shall become effective immediately upon passage and approval.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Contract Number: BF-20619766

PRELIMINARY ENGINEERING SERVICES AGREEMENT
Project Review

BNSF File No.: BF-20619766
Mile Post 117.17
Line Segment 477
U.S. DOT Number TBD
Pikes Peak Subdivision

This Agreement **("Agreement")** is executed to be effective as of [_____,___] **("Effective Date")**, by and between BNSF RAILWAY COMPANY, a Delaware corporation **("BNSF")** and the City of Pueblo, a political subdivision of the State of CO **("Agency")**.

RECITALS

WHEREAS, BNSF owns and operates a line of railroad in and through the City of Pueblo, State of CO;

WHEREAS, Agency has stated its intention to proceed initially with a project to build an overpass across the BNSF at W 24th Street **(**the **"Project");**

WHEREAS, Agency has requested that BNSF perform certain preliminary engineering review services and other Work (defined below) with respect to its railroad facilities located at or near the Project site to facilitate Agency's evaluation of the feasibility of proceeding with the Project; and

WHEREAS, BNSF is agreeable to performing the Work, subject to the terms and conditions of this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:



Contract Number: BF-20619766

1) Scope of Work

As used herein, the term "**Work**" includes all work performed by BNSF, its employees, contractors, consultants, or other agents (collectively, the **"BNSF Parties"**) pursuant to this Agreement, including, but not limited to: (a) conducting on-site visits including diagnostic evaluations; (b) performing preliminary engineering services; (c) developing cost estimates for construction of the Project; (d) preparing draft agreements including legal review; and (e) reviewing and/or providing comments on preliminary layouts or other designs, plans, and/or documents in connection with the Project.

2) Payment and Deposit for Work

Agency authorizes BNSF to proceed with the Work relating to the Project. Agency shall pay and reimburse BNSF for all actual costs and expenses that BNSF incurs in performing the Work, including without limitation: (a) labor, supplies, and material; (b) direct and indirect labor and contractor charges including additives; (c) delivery charges; (d) BNSF's additives and overhead, as such are in effect on the date BNSF prepares its final billing; and (e) all applicable taxes due, paid, or payable by BNSF on such products and services, including sales and use taxes, business and occupation taxes, and similar taxes **(**collectively, **"Actual Costs")**. BNSF's estimated cost for Work on this Project is $19,110 **("Estimated Cost").** Any estimate provided by BNSF for the Work shall not be a limitation on the Work to be performed or the costs and expenses incurred, which Agency shall reimburse to BNSF in full.

During its performance of the Work pursuant to this Agreement, BNSF will send Agency progressive invoices detailing the costs of the Work performed to date. Agency must reimburse BNSF for completed Work within thirty (30) days of the date of the invoice for such Work. Upon final completion of the Work, BNSF will send Agency a detailed invoice of final costs. Agency must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past such thirty (30) or ninety (90) day terms, as applicable. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to Agency under this section.

Agency hereby acknowledges and certifies that the Work authorized under this Agreement has been duly and fully appropriated by the Agency for the fiscal year(s) in which it is to be performed by BNSF in accordance with Article X, §20, Colo. Const. and any similar local law or ordinance in no less than the full amount of the Estimated Cost stated above. 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 Agency contrary to Article X, §20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Agency shall not extend the Work authorized under this Agreement unless a valid appropriation has been made. To the extent or in the event that the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge any financial obligation which may arise under this Agreement, then Agency may terminate this Agreement at such time as the then-existing and available appropriations are depleted, *provided that* the amounts then due and owing to BNSF at the time of notice to BNSF of such depletion are paid in full.

3) Scope and Limitations of Agreement

The parties acknowledge that entering into this Agreement does not of itself obligate either BNSF or Agency to participate in the construction of the Project. If Agency elects to proceed with the Project after the Work is performed, then BNSF and Agency agree to enter into negotiations for appropriate agreements regarding the construction of the Project and other related activities. Nothing in this Agreement — including BNSF's performance of the Work — shall obligate BNSF to enter into any subsequent agreement or otherwise permit the Project *except and subject to* any terms and conditions that BNSF may subsequently approve in its sole discretion.

Notwithstanding anything to the contrary in this Agreement, BNSF's review, approval, and/or other participation in the Project or any element thereof, including the Work performed by the BNSF Parties hereunder, are expressly limited to — and are intended and understood by the parties to be in furtherance of — BNSF's railroad purposes, and are not in furtherance of Agency's purposes in undertaking the Project. All Work performed hereunder is intended for use in evaluating the impact of the Project on BNSF's railroad and the costs to Agency associated therewith. BNSF is providing the Work in consideration of BNSF's subjective standards for its railroad purposes only. Consequently, the Work shall in no way be construed or deemed to be BNSF's recommendation, condition, or direction to Agency, nor shall the Work be construed or deemed to be BNSF's opinion or approval that the plans and specifications or any work intended or completed on the Project (a) is appropriate for any other purpose including highway purposes; (b) is structurally sound; or (c) meets applicable standards, regulations, laws, statutes, local ordinances, and/or building codes. No benefits to

Agency or any third party are provided, intended, or implied herein. Agency shall at all times be solely responsible for the adequacy and compliance of all design elements of the Project for highway and other public purposes. **AGENCY SHALL WAIVE ANY CLAIMS AGAINST BNSF FOR — AND SHALL RELEASE BNSF FROM — ANY AND ALL CLAIMS WHICH MAY OR COULD RESULT FROM THE WORK PERFORMED HEREUNDER, AND IF APPLICABLE TO THE FULLEST EXTENT PERMITTED BY LAW, AGENCY SHALL INDEMNIFY BNSF FOR AND HOLD IT HARMLESS FROM AND AGAINST ANY SUCH CLAIMS.No Right of Entry**

Nothing in this Agreement shall be construed as providing Agency or its contractors, consultants, or other agents any right of entry upon property owned or occupied by BNSF. Any preliminary engineering or other work required by Agency in connection with the Project necessitating entry upon BNSF's railroad right-of-way shall only be conducted as authorized by a separate written permit obtained by Agency from BNSF for such entry ("**Entry Permit**").

The Entry Permit will provide that any on-site visits, including diagnostic evaluations, by Agency and its parties required for the Project shall be conducted only from adjoining properties, and Agency shall ensure that no attendees enter or remain on BNSF's right-of-way, except when using an authorized highway-rail crossing designated for such purpose.

Agency or its agents must contact BNSF's Manager of Public Projects, [ ] at [ ], or BNSF's permitting agent Jones Lang LaSalle Brokerage, Inc. ("**JLL**") at http://bnsf.railpermitting.com/ to obtain the required Entry Permit prior to any entry.

4) Disclaimer

BNSF GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER, OF OR FOR THE WORK PERFORMED PURSUANT TO THIS AGREEMENT OR ANY REPORT OR OTHER DELIVERABLE WHICH BNSF MAY FURNISH TO AGENCY PURSUANT TO THIS AGREEMENT. BNSF SHALL IN NO WAY BE RESPONSIBLE FOR AGENCY'S PROPER RELIANCE UPON, INTERPRETATION OF, OR OTHER USE OF THE WORK. BNSF IS NOT A CONTRACTOR, AGENT, PARTNER, OR JOINT VENTURER OF AGENCY BECAUSE OF THIS AGREEMENT OR BECAUSE OF BNSF'S PERFORMANCE OF THE WORK. LIKEWISE, THE BNSF PARTIES WHO MAY ASSIST BNSF IN PERFORMING THE WORK ARE DOING SO FOR BNSF'S BENEFIT ONLY, AND ARE NOT — AND SHALL NOT BE DEEMED TO BE — CONTRACTORS, SUBCONTRACTORS, OR AGENTS OF AGENCY.

Contract Number: BF-20619766

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

City of Pueblo	**BNSF Railway Company**
By: _____	By:_____
Name:_____	Name: _____ Manager Public Projects

Accepted and effective this _____.

UTILITY ACCOMMODATION POLICY

BNSF RAILWAY



Engineering Services
February 12, 2025

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PART 1

GENERAL POLICY

PART 1 - GENERAL POLICY

A. Policy Application

1. Purpose

   This policy is to prescribe the accommodation, location and method of installation, adjustments, removal, relocation, and maintenance of utility facilities within the property of BNSF. The policy was developed in the interest of safety, protection, utilization, and future development of BNSF with due consideration given to public and private service afforded by adequate and economical utility installations.

2. Application

   The policy concerning utility accommodations shall apply to all:

   a. New utility installations

   b. Additions to existing utility installations

   c. Adjustment and relocation of utilities

   d. Existing or planned utility installations for which agreements with BNSF were entered prior to the date of the adoption of this policy.

   e. Existing utility installations that do not meet the current license requirements may remain at the discretion of **BNSF.**

   Various types of utility lines not specifically discussed herein shall be considered within the provisions of this policy. It shall be the general practice to consider all lines carrying caustic, flammable, or explosive materials under the provisions for high-pressure gas and liquid fuel lines.

3. Scope

   Utilities include lines, facilities, and systems for producing, transmitting, or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water and other similar commodities which are privately, publicly, or cooperatively owned and which serve directly or indirectly the public or any part thereof.

   A Utility Agreement License allowing a Utility Owner the privilege of placing its facilities in or on railroad property does not constitute permanent right for such usage. Whether required by BNSF or not, any removal, remodeling, maintenance, or relocation of the facilities, will be accomplished promptly by the Utility Owner at no cost to BNSF.

4. Exceptions

   Exceptions to any design, location or methods of installation provisions contained in this policy must be authorized by BNSF. Requests for exceptions will be considered only where it is shown that extreme hardship and/or unusual conditions provide justification and where alternate measures can be prescribed in keeping with the intent of this policy. All requests for exceptions shall be fully documented by identifying what variance is needed, and why, including design data, cost comparisons and other pertinent information. Please Note: BNSF authorization may cause additional processing time for the application.

5. Liability

   The Utility Owner, its successor(s), or assignees shall assume all risk and liability for accidents and damages that may occur to persons or property on account of this work, and shall indemnify and hold BNSF harmless from any and all costs, liabilities, expenses, suits, judgments or damages to persons or property, or claims of any nature whatsoever, arising out of or in connection with the permit, or the operation and performance thereunder by the utility, its agents, employees or subcontractors. In this regard, it is further understood and agreed that the utility may be required to obtain insurance coverage as determined by BNSF.

   The Utility Owner agrees that if liability insurance is required, it will file with the designated office, prior to granting of the license, "Certificates of Insurance" or other evidence to show that the appropriate insurance is carried.

   Insurance, as may be required, shall be maintained in force until the final release of the Utility Owner by BNSF from all obligations under the terms of the license. The insurance contract shall cover claims for such length of time as law permits said claims. The insurance document shall include a clause requiring the insurer to notify BNSF at least ten (10) days in advance of any cancellation or change in insurance contracts.

   The Utility Owner is responsible for any subcontractor to be knowledgeable of this policy and require all work to be conducted in compliance with it. Subcontractors must carry a liability insurance policy unless the subcontractor is covered by the Utility Owner's insurance.

6. Replacement/Relocation of Facility

   Replacement or relocation of an existing facility with the same facilities or facilities of a different type, or design, is to be considered as a new utility installation and all work shall adhere to this policy. This includes such things as extension of an existing casing, replacing with a larger / smaller pipe diameter, etc. When replacing an underground pipeline or conduit, an abandonment plan must be included in the general plans.

7. Change in Ownership

   It is the Utility Owner's responsibility to inform BNSF, in writing, of any name, ownership or address changes.

8. Non-compliance

   Non-compliance with any terms of this Utility Accommodation Policy or Utility License Agreements may be considered as cause for discontinuance of construction or operations until compliance is assured. Continued non-compliance will result in the revocation of the license. The cost of any work required by BNSF in the removal of non-complying construction will be assessed against the Utility Owner.

9. Discharge of Waste Material

   Applications for a Utility License Agreement for the installation of utility facilities which will discharge materials into the nation's waters, must comply with all applicable requirements of the Corps of Engineers, and other federal, state, or local environmental protection agencies. Identification of applicable requirements and administration of compliance procedures are the responsibility of the Utility Owner.

B. Utility License Agreement Requirements

1. General

   Utility License Agreements are required when utility facilities are installed, relocated, removed, or maintained along or across all BNSF property.

   If liability insurance is required, then evidence of adequate liability insurance is to be on file with BNSF for each agreement prior to any construction activity.

2. Applications

   Approved requests to install, maintain, relocate, or remove a utility within the property of BNSF shall be authorized by a Utility License Agreement. All applications for utility license agreements along with plans for the proposed installation shall be submitted to BNSF and approved before construction has commenced. Any exceptions to this policy will require the completion of an exception form and may cause additional processing time.

3. Plans and Approvals

   a. Approval of plans and application forms is required for all installations of utilities prior to initiation of work on railroad property. A Professional Engineer's seal is required for plans detailing:
      - Pipelines installed within Shoring Zone A as shown in Figure 1, Pg 3-5, with an outside diameter greater than 8 inches; or

- Temporary shoring on the right-of-way; or
- Overhead pipeline bridge crossings; or
- Overhead electric transmission lines greater than 12.5kV.

b. If surveying, or environmental/geotechnical study on BNSF right-of-way is necessary for the completion of an application, a "Temporary Occupancy Permit" must be executed and referenced. Additionally, a BNSF qualified flagman will be required when working within twenty-five (25) feet of the track.

4. License Procedures:

a. Submit applications online by going to https://bnsf.railpermitting.com and complete the application process and pay the application fee.

b. Upon receipt of the application, an email confirmation will be forwarded acknowledging receipt and advising of the Permit tracking number that has been assigned.

c. Agreements will be required for all encroachments on railroad property.

d. Generally, agreement-processing time will be thirty to sixty days or longer depending on plan revisions, the complexity of the project(s) and/or permit redlines. Please allow sufficient lead-time for document handling prior to desired construction date. Before construction begins, agreements must be executed by Utility Owner and returned. Verbal authorizations will not be granted or permitted. All work must be set up, in advance, with the BNSF Utility Coordinator to coordinate the Construction Inspector and flagger.

e. License fees must be paid online through https://bnsf.railpermitting.com for the agreement to be fully executed.

5. Location

a. Utility lines shall be located to avoid, or minimize, the need for adjustments for future railroad improvements and to permit access to the utility lines for their maintenance with minimum interference to railroad traffic.

b. Pipelines shall be installed under tracks by boring, jacking, or in some cases, open trenching (must be pre-approved by BNSF). **WATER JETTING IS NOT PERMITTED.**

c. Where practical, pipelines carrying liquefied petroleum gas shall cross the railway where the tracks are carried on an embankment.

d. All high-pressure pipelines (greater than 60-psi internal pressure), except those in public roads, shall be prominently marked and maintained at the property line (on both sides of the track for under crossings) by signs which state the utility owner, size of the

line and its depth as well as a 24-hour emergency contact number, which will be maintained if the utility is in service. These signs will be inspected annually and replaced should they become unreadable.

Example:
CAUTION: Bob's Gas Service, 1-800-123-4567, 30-inch diameter high-pressure Gas main 7 feet deep.

6. Design Considerations

a. The design of any utility installation will be the responsibility of the Utility Owner. Any proposed installation within the railroad property must be reviewed and approved by the railroad regarding location and the method of construction, installation, and replacement. This includes the measures to be taken to preserve the safety and flow of rail traffic, insure it does not obstruct right of way access for BNSF, structural integrity of the roadway or structure, ease of maintenance and the integrity of the utility facility. Utility installations, on, over or under BNSF property shall conform with the requirements contained herein, or the appropriate requirements outlined in the following, whichever is deemed most safe:

(1) Safety Rules for the Installation and Maintenance of Electric Supply and Communication Lines-National Electric Safety Code.

(2) Title 49 C.F.R. Part 192, Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards.

(3) Title 49 C.F.R. Part 195, Transportation of Hazardous Liquids by Pipelines.

(4) American Society for Testing and Materials (ASTM) Specifications - latest edition.

(5) Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) - latest edition, published by the Federal Highway Administration (FHWA) of the United States Department of Transportation (USDOT).

(6) Rules and Regulations for Public Water Systems - latest edition, published by the appropriate State Health Department.

(7) Occupational Safety and Health Administration (OSHA) Title 29 C.F.R. Standard 1926 – Safety and Health Regulations for Construction.

b. All utility installations on, over or under BNSF property shall be of durable materials designed for long service life and relatively free from routine servicing and maintenance requirements. Conformance with current applicable material specifications and codes is mandatory.

c. References given to any manual, publication or specification are intended to be the most current edition. If a conflict occurs between any publication and this manual, the specification deemed most safe will be used.

d. Geo-technical Study is required for pipeline installations crossing under the tracks greater than twenty-six (26) inches in diameter, and less than twelve (12) feet below base of rail, using a method other than jack-and-bore. Refer to part B.3.b., found on page 1-4 of this document for requirements of the study and review.

e. Temporary Shoring is required for all excavations on BNSF right of way, including boring pits, and design plans are subject to review and approval by BNSF. Refer to Appendix for the review sheet that lists items to be included in the Temporary Shoring Plans.

7. Environmental Compliance

a. Applications for hazardous material liquids, gasses, or other liquids or materials which BNSF believes could pose a threat to the environment if released, and stormwater or sanitary/process water that is from an entity not owned by a city or county will require an Environmental Compliance Plan (ECP).

b. A template for the ECP is included in the on-line application instructions at https://bnsf.railpermitting.com. The completed ECP will be submitted with the application, which will be forwarded to BNSF Environmental for review.

c. An outline of the ECP is included in the Appendix (Sec B.4, Pg A-6).

C. Construction

1. Coordination with the Construction Inspector and/or flagging company, along with any required deposits, will be arranged prior to any construction on BNSF property.

2. The execution of the work on railroad property shall be subject to the inspection and direction of the Construction Inspector.

3. A representative of BNSF Signal Department must be present during installation if railroad signals are in the vicinity of the proposed construction.

4. Any dirt that is excavated for pits, poles, bores, etc. will remain on BNSF property. BNSF Environmental will be consulted before any soils are removed from BNSF property which can be coordinated through the Construction Inspector.

5. Spills, of any quantity, must be reported to the Service Interruption Desk. This can be coordinated through the Construction Inspector.

6. A plan to monitor for settlement or heave of the railroad facilities must be developed, accepted, and implemented to assure no adverse effect on the railroad's activities because of the work. The plan should detail the types of settlement points that will be installed and monitored as well as the frequency of monitoring and the reporting mechanism. Because the track will tend to bridge over the area affected by the drilling / boring / trenching operation, the monitoring plan should include checking for settlement or heave at a depth below the track. Surveying of the monitoring points may be accomplished by traditional means or an automated system. A baseline survey should be conducted before the start of construction.

   Most settlement plans include a two-step process against which the monitoring data is measured. The alert threshold limit is the value intended to bring attention to the movement so that it can be managed without reaching the maximum level. The maximum level is the highest allowable movement value and should be less than the value that could result in damage to the railroad facilities.

   Reaching the threshold limit may trigger the following actions:

   (1) Discussion of the data and its implications
   (2) Increase in the frequency of monitoring.
   (3) Independent confirmation of the monitoring data
   (4) A review of construction methods to determine if changes are required to mitigate further movement.

   Reaching the maximum limit may trigger the following actions:

   (1) Immediate stoppage of construction and notification to the railroad
   (2) Independent confirmation of movement
   (3) Review of construction methods and implementation of contingency plans, if needed
   (4) Re-evaluation of critical structures in the area and installation of additional monitoring devices if needed.

   Alert threshold values are from ¼ to ¾ inch with maximum values from ½ to 1 inch.

7. The utility installation is not considered complete until as-built drawings are submitted and verified as correct by the Construction Inspector.

D. Safety

The BNSF Contractor orientation course must be completed by all workers prior to entering BNSF property. It is the contractor's responsibility to implement a safety program for its employees. Training materials are available on the web site: www.bnsfcontractor.com. The contractor must comply with all federal, state, and local safety regulations.

1. Construction Inspector

   a. A Construction Inspector shall be required for all utility installations, and projects involving excavation, grading, construction and building demolition on BNSF right of way, with the total cost borne by the Utility Owner.

   b. The Construction Inspector will be notified of the construction monitoring methods and frequency to be used.

   c. Once construction is complete, the Utility Owner will provide the Construction Inspector with as-built drawings noting any changes from the original specifications approved when the permit was issued. These as-built drawings must be verified by the Construction Inspector and submitted to BNSF for their records.

2. Flagging

   a. When work is performed within BNSF right-of-way, railroad flagging and construction inspection will be required.

   b. Railroad flagging will be required:

      i. During the period of construction when it is necessary for the Contractor to operate equipment in the vicinity of, under, or over, BNSF property which may endanger railroad operations, or

      ii. Two or more railroad flagmen may be required at other times that the Railway Company's sole discretion shall deem necessary.

   c. Flagging services shall be performed by a BNSF qualified flagger and the total cost borne by the Utility Owner.

   d. The Utility Owner will be billed monthly, or as required to maintain required services, at a rate to be determined by BNSF to include labor and associated costs plus any expenses incurred for inspection and/or flagging services.

   e. A written request for inspection and flagging services will be required at least two (2) weeks prior to the time when such services are needed. This request is made to the BNSF scheduling agent, as noted in executed agreement.

E. Material Storage

Storage of materials, parking of equipment and vehicles when not being used in actual utility work, will not be permitted on railroad property without an executed temporary easement.

F. Call Before You Dig!

Call 811 to schedule a utility locate and call 1-800-533-2891 (for BNSF Telecom) and 800-832-5452 (For BNSF Signal) to arrange for a BNSF underground cable locate. BNSF form "Underground Cable Location & Acknowledgement" will be completed by a BNSF representative with a copy provided to the contractor. The contractor must always have this completed form available for review at the job site.

G. Maintenance and Servicing Utilities

1. Utility Owner's Responsibility

    a. Maintenance of the utility is the responsibility of the Utility Owner.

    b. Maintenance must be performed to keep the facility in an as-constructed condition, and in a good state of repair in accordance with the requirements of Federal, State and Local laws, regulatory standards, and utility codes.

    c. It is the Utility Owner's responsibility to replace and stabilize all earth cover and vegetation when it has eroded over an underground utility facility where such erosion is due to, or caused by, the placement or existence of the underground utility facility.

    d. The Utility Owner shall be responsible for any settlement of backfill, fills, and embankments that may occur.

2. Emergency Maintenance

    a. Emergency maintenance of utilities located on railroad property is permissible without obtaining a Utility License Agreement if an emergency exists that is dangerous to the life, safety, or welfare of the public and which requires immediate repair. The Utility Owner shall take all necessary and reasonable safety measures to protect the public and the railroad.

    b. The Utility Owner, in such an event, will advise the Railway as soon as possible. Damage to the right-of-way and facilities will be restored to its original condition. A Utility License Agreement should be requested by the Utility Owner within the second working day provided the work is not covered under any previously granted license. Flagging requirements described earlier apply in all situations.

H. Preservation, Restoration and Cleanup

1. Disturbed Areas

   a. Areas of railroad property disturbed by the installation, maintenance, removal, and relocation of utilities shall be kept to a minimum.

   b. After review and concurrence from the BNSF Environmental Group, disturbed areas shall be returned to normal grade and elevation, with compaction of backfill material and all excess or undesirable material removed by the Utility Owner. The Utility Owner shall replace destroyed vegetation by sodding, or seeding, fertilizing, and mulching, or a combination thereof.

   c. The Utility Owner shall provide protection against erosion in disturbed areas that are subject to erosion. Such protection may be in the form of rock riprap, wash checks, hay or straw cover, or other material that is approved and does not interfere with railroad maintenance.

2. Drainage Facilities

   a. Care shall be taken to avoid disturbing existing drainage facilities. Underground utility facilities shall be bedded with pervious material and outlets provided for entrapped water. Underdrains should be provided where necessary.

   b. Grades shall be sloped away from the track roadbed and towards the ditch, when possible, with the goal of no standing water on railroad property.

3. Cleanup

   a. Unused material or debris shall be removed from the work site area. At the end of every construction day, construction equipment and materials shall be removed as far from the operating railroad tracks as possible (minimum twenty-five (25) feet from centerline). All machines will be disabled when not in use to prevent unauthorized operation. No equipment or materials will be allowed to be staged on BNSF property without an executed temporary easement.

I. Protection of Vegetation

1. Trimming, Clearing or Removal of Vegetation

   a. Consistent with the preservation of planted vegetation, consideration will be given to Utility Owners for the necessary trimming, clearing or removal of vegetation to provide adequate clearance of overhead wires. Such work will be done in accordance with established practices and standards; however, approval will not be granted for wasteful or wanton trimming, or removal to provide easy solutions to a difficult situation.

b. No trees, shrubs, bushes, vines, or ground cover on railroad property shall be sprayed, trimmed, cut down, rooted up, removed, or mutilated in any manner unless a permit is granted by BNSF to do such work.

2. Chemical Brush Control

a. Spraying brush and seedling tree growth to prevent re-sprouting may be permitted, and when permitted, shall be carried out with extreme caution and careful performance. The Utility Owner shall be responsible for the performance of their employees or contractors in the application of brush control with methods and proposed chemicals approved by BNSF Environmental Department.

b. All spraying shall be done by an herbicide applicator that is licensed in the state where the work is to be performed.

c. Permit applications for spraying shall list the kinds of chemical weed and brush killers that will be used. When liability insurance is required, it shall be provided by the herbicide applicator or be insured under the liability insurance of the Utility Owner.

d. Plants over five (5) feet in height should not be sprayed for control. Brush over five (5) feet in height, which is to be removed, should be cut and the stumps treated to prevent growth. Shrubbery type growth such as dogwood, sumac, redbud, plum, etc., should not be sprayed as a rule. Steep slopes, where brushy growth is a major factor in preventing erosion, should not be sprayed.

3. Tree Pruning

a. Tree pruning on railroad property for utility lines will utilize the best horticultural practices. All cut branches, dead limbs, etc., shall be removed. Such materials shall not be burned or disposed of on railroad property unless permission is granted by the Utility License Agreement.

b. Should burning be permitted, the Utility Owner will be held liable for any damage to grass, crops, native shrubs, and trees arising from careless burning of such brush.

c. All limbs trimmed shall be removed with a clean cut and all limb scars over one (1) inch in diameter shall be treated with appropriate tree paint.

J. Protection of Wildlife

1. Definitions

    a. Wildlife refers to any animal species, domesticated or wild, that exist on and around railroad property.

    b. Right of way refers to the land and property used exclusively by BNSF for rail operations.

2. Wildlife Encounters

    a. All wildlife must remain undisturbed by non-BNSF personnel while occupying the right of way. Interactions with wildlife on BNSF property can result in notification to the local game warden, state department of natural resources, and BNSF Police.

    b. Many species of wildlife enjoy federal protections and disturbing them can result in legal actions not limited to arrest and fines.

    c. Any observations of wildlife interactions must be reported to the Construction Observer, Employee-In-Charge (Flagger), or BNSF's Resource Operations Call Center at 1-800-832-5452.



PART 2

UTILITIES PARALLELING

RAILROAD PROPERTY

PART 2 - UTILITIES PARALLELING RAILROAD PROPERTY

A. General Provisions

This section of the policy applies to all public and private utilities, including electric power, telephone, fiber optics, telegraph, cable television, water, gas, oil, petroleum products, steam, chemicals, sewage, drainage, irrigation, and similar lines that are located, adjusted, or relocated within the property under the jurisdiction of BNSF, but not actually crossing the tracks. Such utilities may involve underground, surface, or overhead facilities.

Any such utility line will be considered a parallel line and is to be located on a uniform alignment, within ten (10) feet or less of the property line and a minimum of forty (40) feet from centerline of track to provide a safe environment and to preserve space for future railroad improvements or other utility installations. BNSF Engineering must approve any installation over one mile.

Utilities will be located to provide a safe environment and shall conform to the current "National Electrical Safety Code," "American Waterworks Association Specifications," "Federal Pipeline Safety Regulations," and "The American Railway Engineering and Maintenance Association (AREMA) recommendations." Where laws or orders of public authority prescribe a higher degree of protection, then the higher degree of protection prescribed shall supersede the provisions of this manual.

Approval of plans and application forms is required for all installations of utilities prior to initiation of work on railroad property. A Professional Engineer's seal is required for plans detailing:

- Pipelines installed within Shoring Zone A as shown in Figure 1, Pg 3-5, with an outside diameter greater than 8 inches; or
- Temporary shoring on the right-of-way; or
- Overhead pipeline bridge crossings; or
- Overhead electric transmission lines greater than 12.5 kV.

B. Overhead Installations

1. Must comply with all requirements of Part 1 – General Policy of this manual.

2. The design of all utility installations will be the responsibility of the Utility owner. Plans shall be drawn to scale showing the relationship of the proposed utility line to the railroad tracks, the angle of crossing, location of valves and vents, the railroad mile post and engineering station, railroad property lines and general layout of tracks and other railroad facilities. The plans should include a cross-section (or sections) from the field survey that will show utility placement in relation to actual profile of ground and tracks.

3. Applications can be found at https://bnsf.railpermitting.com and must be completed and submitted along with plans, stamped by a Professional Engineer, detailing location, both

horizontal and vertical, of proposed utility with dimensions from track and/or right-of way boundaries.

4. A minimum of four (4) feet clearance is required above existing signal and communication lines.

5. Pole height and distance from centerline of nearest track must be shown on an aerial exhibit and included with the application along with a profile that includes the wire attachment height and anticipated maximum sag.

   Poles must be located a minimum of fifty (50) feet out from the centerline of railroad mainline, branch and running tracks, CTC sidings, and heavy tonnage spurs. Pole locations adjacent to industry tracks; must provide at least a ten (10) foot clearance from the centerline of track, when measured at right angles. If located adjacent to curved track, then said clearance must be increased at a rate of one and one-half (1-1/2) inches per degree of curved track.

   Regardless of the voltage, un-guyed poles shall be located a minimum distance from the centerline of any track, equal to the height of the pole above the ground-line plus ten (10) feet. If guying is required, the guys shall be placed in such a manner as to keep the pole from leaning/falling in the direction of the tracks.

   Poles (including steel poles) must be located a minimum distance from railroad signal and communication lines equal to the height of the pole above the ground-line or else be guyed at right angles to the lines. High voltage towers (34.5 kV and higher) must be located off railroad right of way. All poles will contain a sign stating the utility owner, voltage of the lines and a 24-hour emergency contact phone number that will be maintained if the utility is in service. The utility owner will be responsible to de-energize, sleeve, etc. in the event a BNSF emergency requires access.

   For proposed electrical lines paralleling tracks, BNSF may request that an inductive coordination study be performed at the expense of the utility owner. Inductive interference from certain lines has the potential to disrupt the signal system in the track causing failures in the track signals and highway grade crossing warning devices. Generally, if the proposed electrical line exceeds 12.5 kV *and* runs parallel to the track for at least 1,000 feet, a study will be required. A study will be required if a new sub-station is to be located within 1,000 feet of the track. The General Director of Signals will determine the need for a study on a case-by-case basis.

6. Abandonment/Removal/Replacement of Facilities

   - Upon termination of license the utility needs to be removed from BNSF property.
   - Abandoned or replaced poles shall be removed from BNSF property or cut off to a depth at least six (6) feet below ground; and the hole filled with BNSF approved material and compacted to surrounding ground level.
   - All metal such as rebar, cable, anchor systems, and strain relief must be removed and disposed of in accordance with local, state and federal regulations.

- An abandonment or replacement plan must be included in the general plans.

C. Underground Installations

1. Must comply with all requirements of Part 1 – General Policy of this manual.

2. The design of all utility installations will be the responsibility of the Utility owner. Plans shall be drawn to scale showing the relationship of the proposed utility line to the railroad tracks, the angle of crossing, location of valves and vents, the railroad mile post and engineering station, railroad property lines and general layout of tracks and other railroad facilities. The plans should include a cross-section (or sections) from the field survey that will show utility placement in relation to actual profile of ground and tracks.

3. Applications can be found at https://bnsf.railpermitting.com and must be completed and submitted along with plans, stamped by a Professional Engineer, detailing location, both horizontal and vertical, of proposed utility with dimensions from track and/or right-of way boundaries.

4. The plans should contain the following data for carrier and casing pipe:

   - Contents to be carried
   - Inside diameter
   - Pipe material
   - Specifications and grade of pipe material
   - Wall thickness
   - Actual working pressure
   - Type of joints
   - Longitudinal joint factor
   - Coating
   - Method of Installation
     - Bore pit locations (measured perpendicularly from centerline of nearest track, must be 30’ or more)
   - Vents-Number, Size, Location including Height above ground
   - Seals-Both ends, One end
   - Cover (top of tie to top of pipe casing)
   - Cover (other than under tracks)
   - Cover (at ditches)
   - Cathodic protection
   - Type, Size and Spacing of insulators or supports

5. Underground utility installations should be located on top of the back slope at the outer limits of railroad property as follows:

a. Electric power / Fiber Optic / Communication Lines

i. Underground wireline installations must be encased in a single conduit for the entire length of railroad right-of-way. The conduit can be steel, HDPE SCH 80, HDPE SDR-11, or HDPE SDR-9. Underground wirelines with multiple ducts must be installed within a single conduit.

ii. A minimum depth of six (6) feet Below Natural Grade (BNG) for underground wirelines.

iii. Whenever feasible, all underground wirelines should be installed within five (5) feet from property lines.

iv. A 6-inch-wide warning tape will be installed, one (1) foot BNG directly over the underground wireline when located on Railroad right-of-way outside the track ballast sections.

b. Pipelines

i. Any pipeline installation paralleling BNSF property shall be within ten (10) feet of property line and a minimum of forty (40) feet from track.

ii. If the pipeline is proposed to be located forty (40) feet or less from centerline of nearest track, the pipeline shall be encased in a steel pipe subject to approval from BNSF. No pipe may be placed closer than twenty-five (25) feet from centerline of any track. Pipe must be buried with a minimum cover of six (6) feet. If less than minimum depth is necessary because of existing utilities, water table, ordinance or similar reasons, the line shall be rerouted.

iii. Locations where it will be difficult to attain minimum depth due to wet or rocky terrain shall be avoided. Any location change from plan must be approved by BNSF.

iv. The use of plastic carrier pipe for sewer, water, natural gas, and other liquids is acceptable under specific circumstances. The use of plastic pipe is satisfactory if the pipe is designed to meet AREMA and all applicable federal and state codes, and if the carrier pipe is properly encased with a steel casing pipe for the entire length on BNSF right of way.

v. Manholes shall be limited to those necessary for installation and maintenance of underground lines. Manholes vary as to size and shape depending on the type of utility they serve. To conserve space, their dimensions should be minimally acceptable by good engineering and safety standards. In general, the

only equipment to be installed in manholes located on railroad property is that which is essential to the normal flow of the utility, such as circuit reclosers, cable splices, relays, valves, and regulators. Other equipment should be located outside the limits of the railroad property. Manholes shall not protrude above the surrounding ground nor be in the shoulder, shoulder slope, ditch, backslope, or within twenty-five (25) feet of the centerline of track without approval of BNSF.

vi. Pipelines must be marked every five hundred (500) feet and at every road crossing, streambed, other utility crossings, and at locations of major change in direction of the line.

c. Abandonment/Replacement/Removal of Facilities

i. Upon abandonment, replacement or termination of license the utility needs to be removed from BNSF property except for the portion under the track embankment.

ii. Portion of abandoned pipe under track embankment to remain in place shall be filled by pressure grouting. The grout material should be a sand cement slurry with a minimum of two (2) sacks of cement per cubic yard and a minimum amount of water to assure satisfactory placement. Open trenches shall be back-filled with BNSF approved materials and compacted to surrounding ground level.

iii. An abandonment plan must be included in the general plans.

D. Attachment to Bridges and Other Structures

The Utility Owner will not be permitted to attach to BNSF bridges or route facilities through drainage structures or cattle passes. Utilities are not to be attached to other railroad structures without the written approval of BNSF Engineering. As a rule, overhead power, communication, and cable television line crossings at railroad bridges must be avoided. Pipelines laid longitudinally on railroad property shall be located as far as practical from any tracks or other important structures. If located within forty (40) feet of the centerline of any track, the carrier pipe shall be encased or be of special design as approved by BNSF Engineering.

E. Drains for Steep Slopes (Tight Lines)

Drainage onto BNSF property from adjacent land that is significantly higher than the track elevation should be directed through a pipe anchored into the steep slope. The pipe needs to be designed to withstand the weight of the water in the pipe. The drainage system will include a diffuser at the bottom to prevent erosion on BNSF property. See “Drains for Steep Slopes” diagram in the Appendix.



PART 3

UTILITIES PERPENDICULAR TO RAILROAD PROPERTY

PART 3 - UTILITIES PERPENDICULAR TO RAILROAD PROPERTY

A. General Provisions

This section of the policy applies to all public and private utilities, including electric power, telephone, fiber optics, telegraph, cable television, water, gas, oil, petroleum products, steam, chemicals, sewage, drainage, irrigation, and similar lines that are located, adjusted, or relocated within the property under the jurisdiction of BNSF. Such utilities may involve underground, surface, or overhead facilities.

Installations crossing the property of the railroad, to the extent feasible and practical, are to be perpendicular to the railroad alignment and preferably at not less than forty-five (45) degrees to the centerline of the track. Utilities shall not be placed within culverts or under railroad bridges, buildings, or other important structures. New utilities should be placed at least twelve (12) feet from curb or edge of roadway pavement to avoid conflicts with existing or future active warning devices (crossing signals).

Utilities will be located to provide a safe environment and shall conform to the current "National Electrical Safety Code," "American Waterworks Association Specifications," "Federal Pipeline Safety Regulations," and "The American Railway Engineering and Maintenance Association (AREMA) Recommendations." Where laws or orders of public authority prescribe a higher degree of protection, then the higher degree of protection prescribed shall supersede the provisions of this manual.

Approval of plans and application forms is required for all installations of utilities prior to initiation of work on railroad property. A Professional Engineer's seal is required for plans detailing:

- Pipelines installed within Shoring Zone A as shown in Figure 1, Pg 3-5, with an outside diameter greater than 8 inches; or
- Temporary shoring on the right-of-way; or
- Overhead pipeline bridge crossings; or
- Overhead electric transmission lines greater than 12.5 kV.

B. Overhead Installations

1. Must comply with all requirements of Part 1 – General Policy of this manual.

2. The design of all utility installations will be the responsibility of the Utility owner. Plans shall be drawn to scale showing the relationship of the proposed utility line to the railroad tracks, the angle of crossing, location of valves and vents, the railroad mile post and engineering station, railroad property lines and general layout of tracks and other railroad facilities. The plans should include a cross-section (or sections) from the field survey that will show utility placement in relation to actual profile of ground and tracks.

3. Applications can be found at https://bnsf.railpermitting.com and must be completed and submitted along with plans, stamped by a Professional Engineer, detailing location, both horizontal and vertical, of proposed utility with dimensions from track and/or right-of way boundaries.

4. Minimum four (4) feet clearance is required above existing signal and communication lines.

5. Poles must be located a minimum of fifty (50) feet out from the centerline of railroad main, branch and running tracks, CTC sidings, and heavy tonnage spurs. Pole location adjacent to industry tracks; must provide at least a 10-foot clearance from the centerline of track, when measured at right angles. If located adjacent to curved track, then said clearance must be increased at a rate of one and one-half (1-½) inches per degree of curved track.

6. Regardless of the voltage, un-guyed poles shall be located a minimum distance from the centerline of any track, equal to the height of the pole above the ground-line plus 10 feet. If guying is required, the guys shall be placed in such a manner as to keep the pole from leaning/falling in the direction of the tracks.

7. Poles (including steel poles) must be located a minimum distance from the railroad signal and communication line equal to the height of the pole above the ground-line or else be guyed at right angles to the lines. High voltage towers (34.5 kV and higher) must be located off railroad right of way.

8. Overhead crossings must not be installed within 500 feet of any railroad bridge, or 300 feet from the centerline of any culvert or track switch area.

9. Complete spanning of the property is encouraged with supportive structures and appurtenances located outside railroad property.

    a. For electric supply lines, normally the crossing span shall not exceed 150 feet with adjacent span not exceeding 1-1/2 times the crossing span length.

    b. For communication lines, the crossing span shall not exceed 100 feet in heavy loading districts, 125 feet in medium loading districts, and 150 feet in light loading districts; and the adjacent span shall not exceed 1-1/2 times the crossing span length. See Appendix for map of Loading Districts.

    c. For heavier type construction, longer spans will be considered.

10. Joint-use construction is encouraged at locations where more than one utility or type of facility is involved. However, electricity and petroleum, natural gas or flammable materials shall not be combined. Pipe truss design and layout shall be sealed by a Professional Engineer and will need to be reviewed and approved by BNSF Engineering.

11. To ensure that overhead wire crossings are clear from contact with any equipment passing under such wires, lines shall be constructed with a minimum clearance above top of rail (ATR) as required by NESC + 3 feet or greater. Electric lines must have a florescent ball marker on lowest wire over centerline of track.

    a. </= 750 volts (includes fiber optic) = 27’0” ATR (NESC + 3’)
    b. > 750 V and < 50,000 V = 29’ 6” ATR (NESC + 3’)
    c. >/= 50,000 V = 27’ (NESC) + 3 = 30’ 0” ATR plus 0.4” per 1,000 V over 50kV

12. The utility owner will label the posts closest to the crossing with the utility owner, voltage of the lines and a 24-hour emergency contact phone number.

13. All overhead flammable and hazardous material lines will need BNSF Engineering approval but should be avoided if possible.

14. For proposed electrical lines crossing tracks, BNSF may request that an inductive coordination study be performed at the expense of the utility owner. Inductive interference from certain lines has the potential to disrupt the signal system in the track causing failures in the track signals and highway grade crossing warning devices. The General Director of Signals will determine the need for a study on a case-by-case basis.

C. Underground Installations

1. General

   a. Must comply with all requirements of Part 1 – General Policy of this manual.

   b. The design of all utility installations will be the responsibility of the Utility owner. Plans shall be drawn to scale showing the relationship of the proposed utility line to the railroad tracks, the angle of crossing, location of valves and vents, the railroad mile post and engineering station, railroad property lines and general layout of tracks and other railroad facilities. The plans should include a cross-section (or sections) from the field survey that will show utility placement in relation to actual profile of ground and tracks.

   c. Applications can be found at https://bnsf.railpermitting.com and must be completed and submitted along with plans, stamped by a Professional Engineer, detailing location, both horizontal and vertical, of proposed utility with dimensions from track and/or right-of way boundaries.

   d. The plans should contain the following data for carrier and casing pipe:

      - Contents to be carried
      - Inside diameter
      - Pipe material
      - Specifications and grade of pipe material
      - Wall thickness of pipe
      - Actual working pressure
      - Type of joints
      - Longitudinal joint factor
      - Coating
      - Method of Installation
        - Bore pit locations (measured perpendicularly from centerline of nearest track, must be 30’ or more)
      - Vents-Number, Size, Location and Height above ground
      - Seals-Both ends, One end
      - Cover (top of tie to top of pipe casing)
      - Cover (other than under tracks)
      - Cover (at ditches)
      - Cathodic protection
      - Type, Size and Spacing of insulators or supports

e. All underground utility crossings of railroad trackage shall be designed to carry Cooper's E-80 Railroad live loading with diesel impact (*Design Loads* section found in AREMA Manual for Railway Engineering, Chapter 8 Section 2.2.3) and on page 3-11 of this manual for reference. This 80,000-lb. axle load may be distributed laterally a distance of three (3) feet, plus a distance equal to the depth from structure grade line to base of rail, on each side of centerline of single tracks, or centerline of outer track where multiple tracks are to be crossed. In no case shall railroad loading design extend less than ten (10) feet laterally from centerline of track. Longitudinally, the load may be distributed between the five-foot axle spacing of the Cooper configuration. Railroad loading criteria will also apply where future tracks on BNSF are contemplated, to the extent this information is available.

f. All utilities crossing under ditches and railroad trackage using jacking and dry boring installation should have a minimum depth of cover of six (6) feet below the flowline of the ditch or ground surface and eight (8) feet – three (3) inches from base of rail. In fill sections, the natural ground line at the toe of slope will be considered as ditch grade.

i. Boring pits shall be located outside railroad property, when possible, at a minimum of thirty (30) feet from the centerline of track and kept to the minimum size necessary. Do not locate the bore pits in the slope of a cut or fill section of the roadbed. Keep the bore pit size to a minimum. Use shoring, temporary or permanent, conforming to the most restrictive of state, OSHA, or AREMA recommended practices in all excavations, where required. A list of items to be included in the Shoring Plan is shown on the Review Comments Sheet in the Appendix.

1) Shoring Zones (see Figure 1 below):
   a. All dimensions are measured perpendicular to the centerline of track.
   b. For ALL excavations within Zone A, shoring plans and calculations, sealed by a Professional Engineer, shall be submitted with the application.
   c. All shoring within the limits of Zone A must be placed prior to the start of excavation.

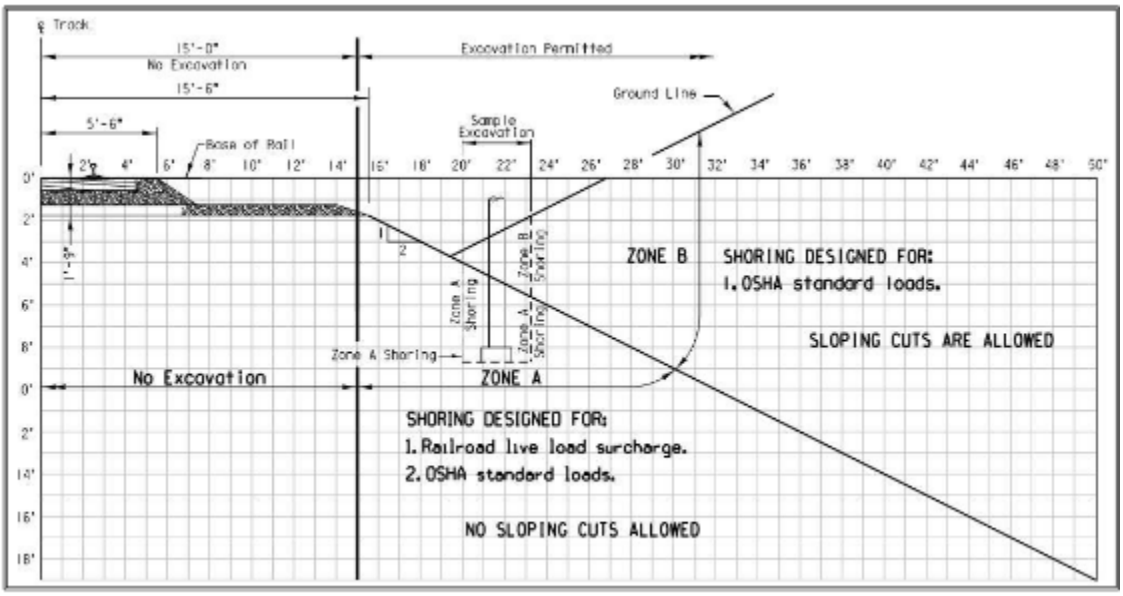


FIGURE 1

ii. All excavations will be attended or protected. Fence, fill or guard each site prior to leaving. Monitor shored excavations continuously during work for signs of instability and failure.

iii. Under-track bores using jack-and-bore method shall be located greater than forty-five (45) feet from the nearest bridge, culvert, track switch area, building or other major structure, regardless of commodity.

iv. For any installation other than jack and bore under main and siding tracks greater than twenty-six (26) inches in diameter and less that twelve (12) feet below base of rail, a geotechnical study will need to be performed to determine the presence of granular material and/or high-water table elevation, at the sole expense of the Permittee. The study will include recommendations and a plan for a procedure to prevent failure and a potential collapse of the bore. Generally, core samples are to be taken near the ends of tie at the proposed location, at least as deep as the bottom of the proposed horizontal bore. Test results must be reviewed and approved by BNSF, or its agent, prior to boring activities commencing. BNSF reserves the rights, based on test results, to require the Permittee to select an alternate location, or to require additional engineering specifications be implemented, at the sole expense of the Permittee, to utilize existing location.

v. BNSF Engineering will not need to review projects involving underground crossings of uncased gravity-flow sewer pipelines provided the material is one of the following:

1) Class V reinforced concrete pipe (RCP).
2) Steel pipe with proper wall thickness as prescribed in this policy.
3) HOBAS pipe.

g. All utilities crossing under ditches and railroad trackage using horizontal directional drilling (HDD) installation should have a minimum depth of cover of six (6) feet below the flowline of the ditch or ground surface and twelve (12) feet from base of rail. In fill sections, the natural ground line at the toe of slope will be considered as ditch grade. Detailed drawings should be included with the application.

Example detailed drawings to be submitted:

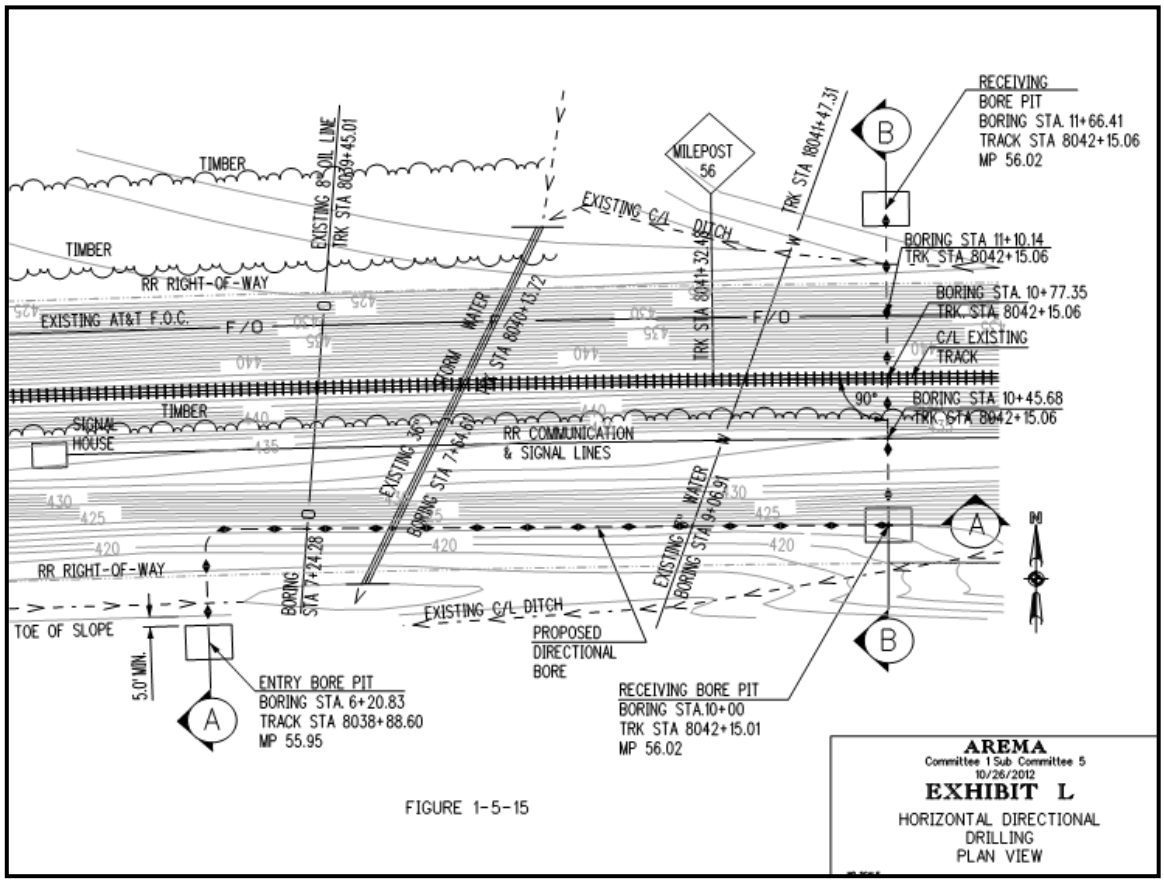
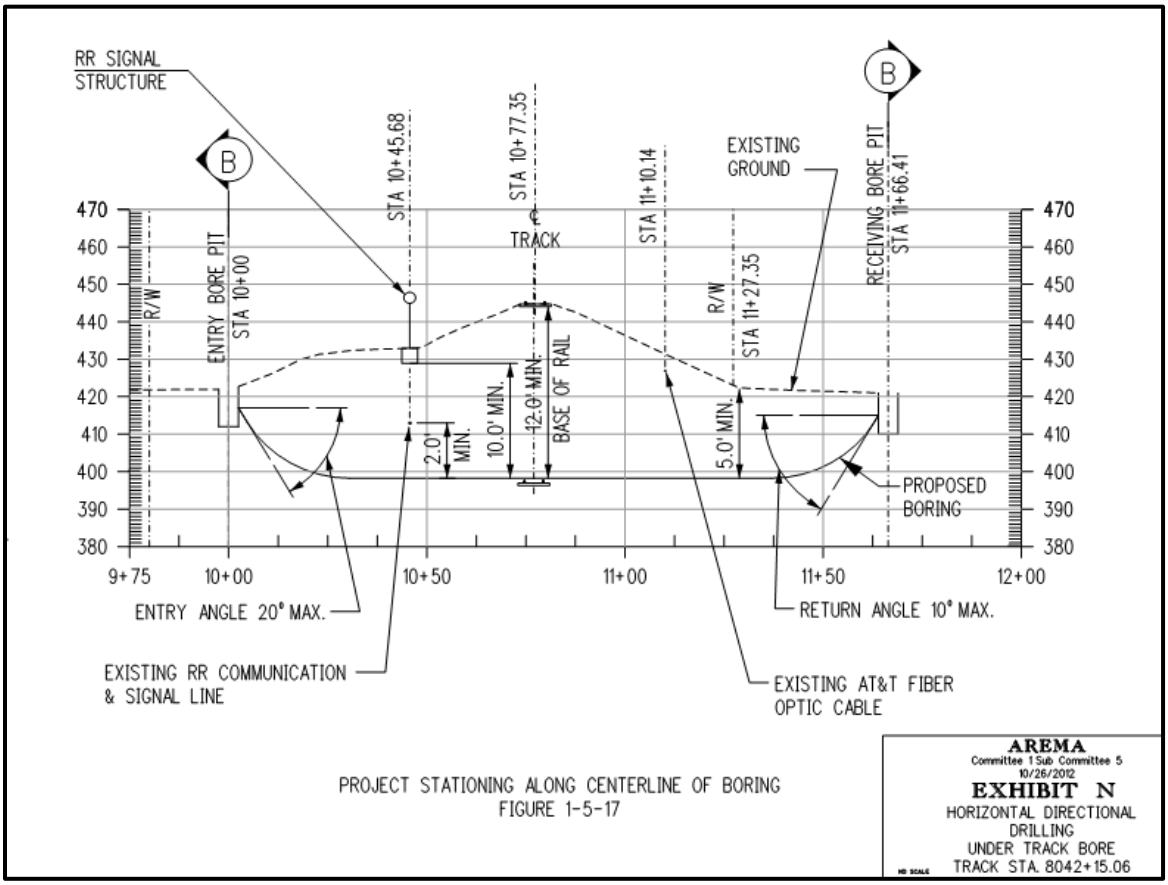


FIGURE 1-5-15



PROJECT STATIONING ALONG CENTERLINE OF BORING
FIGURE 1-5-17

h. Underground installations may be made by open trenching from the property line to the toe of the fill slope in fill sections and to the toe of the shoulder slope in cut sections but to no closer than thirty (30) feet of the centerline of track.

i. Underground installations crossing or paralleling BNSF will need to be a minimum of six (6) feet below natural ground / ditches regardless of installation method.

j. The use of plastic carrier pipe for sewer, water, natural gas, and other liquids is acceptable under specific circumstances. The use of plastic pipe is satisfactory if the pipe is designed to meet all applicable federal and state codes, and if the carrier pipe is properly encased within a steel casing pipe per AREMA standards. This casing must extend the full width of the right of way.

k. If the minimum depth is not attainable because of existing utilities, water table, ordinances, or similar reasons, the line shall be rerouted.

l. Locations that are considered unsuitable or undesirable are to be avoided. These include deep cuts and in wet or rocky terrain or where it will be difficult to obtain minimum depth.

m. Manholes should be located outside railroad property, when possible. No manhole may be in the shoulder, shoulder slope, ditch or backslope, or within twenty-five (25) feet of the centerline of any track and shall not protrude above the surrounding ground without approval of BNSF.

n. Utilities, except temporary water lines, will not be attached to or routed through drainage structures or cattle passes. Utilities are not to be attached to other railroad structures without written approval of the BNSF Structures Department.

o. Crossings shall not be installed under or within forty-five (45) feet of any Railroad bridge, track switch area or the centerline of any culvert unless installed at a depth equal to or greater than twelve (12) below base of rail.

p. A BNSF signal representative must be present during installation if railroad signals are in the vicinity of wireline crossings unless signal representative authorizes otherwise.

q. Markers that identify the Utility Owner shall be placed at both property lines for utilities crossing the railroad property. Parallel lines must be marked every five hundred (500) feet and at every road crossing, streambed, other utility crossings, and at locations of major change in direction of the line. The markers should identify the owner, type of cable and emergency telephone number. A six (6) inch wide warning tape will be installed one (1) foot BNG directly over the underground power line when located on Railroad right-of-way and outside the track ballast sections.

r. Above-ground utility appurtenances installed as a part of an underground installation shall be located at or near the railroad property line and shall not be any closer than twenty-five (25) feet to the centerline of track.

2. Pipeline Requirements

a. Pipeline designs are to specify the type and class of material, maximum working pressures, test, and design pressure. All pipes are to be constructed per most recently published or regulated standard of the USDOT Hazardous Material Regulation Board.

b. Pipelines carrying oil, liquefied petroleum gas, natural or manufactured gas and other flammable products shall conform to the requirements of the current AREMA, ANSI/ASME B 31.4 Code for pressure piping - Liquid Petroleum Transportation Piping Systems; ANSI B 31.8 Code for pressure piping - Gas Transmission and Distribution Piping Systems; other applicable ANSI codes and 49 C.F.R. Part 192 – Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards or Part 195 - Transportation of Hazardous Liquids by Pipeline, except that the maximum allowable stress of design of steel pipe shall not exceed the specified minimum yield strength (multiplied by longitudinal joint factor) of the pipe as defined in the ANSI codes.

c. New and relocated sewer lines shall be constructed with satisfactory joints, materials and designs which will provide protection and resistance to damage from sulfide gases and other corrosive elements to which they may be exposed. Where non-metallic pipe is permitted and installed, a durable metal wire shall be concurrently installed; or other means shall be provided for detection purposes.

d. Pipelines under railroad tracks and across railroad property shall be encased in a larger pipe or conduit called “casings.” Generally, casings shall extend from right-of-way line to right-of-way line, unless otherwise approved.

e. Pipelines and casing pipes shall be suitably insulated from underground conduits carrying electric wires on railroad property.

f. Reinforced concrete pipe, with storm water and sewer being the exception, will need to be encased for a distance as wide as the embankment at the utility crossing. This is to protect against track failure due to joint separation.

3. Encasement of Utilities

a. Casings are oversized load-bearing conduits or ducts through which a utility is inserted:

i. To protect the railroad from damages and to provide for repair, removal, and replacement of the utility without interference to railway traffic.

ii. To protect the carrier pipe from external loads or shock, either during or after construction.

iii. To convey leaking fluids or gases away from the area directly beneath the railroad trackage to a point of venting at the railroad property line.

iv. Casing may be omitted for **gaseous products only** if the carrier pipe is steel, the wall thickness conforms to E-80 loading shown in the table on page 3-10, the pipe is cathodically protected with an active induced current, or a passive system that could include sacrificial anodes and/or a protective coating rated for "cathodic protection;" and is placed twelve (12) feet minimum below the base of rail per AREMA standards.

v. Underground electric and fiber installations must be encased completely across the Railroad right-of-way with a rigid conduit. The conduit can be steel, HDPE SCH 80, HDPE SDR-11, or HDPE SDR-9 (with no casing pipe for a single conduit). Any installations crossing BNSF with multiple duct installations must be in a single casing unless they are placed 5' or more apart. A metallic ribbon or wire must be included in the pipe to allow for radio locating later.

vi. Casing may be omitted for other products under all three of the following circumstances:

(a) When carrier pipe is steel, and the wall thickness conforms to E-80 loading for casing pipe shown in the table on page 3-10 and as included in AREMA manual Chapter 1, Part 5 for Utility Crossings. The length of the pipe shall extend from railroad right-of-way line to right-of-way line, and

(b) When steel carrier pipe is cathodically protected with an active induced current, or a passive system that could include sacrificial anodes and/or a protective coating rated for "cathodic protection," and

(c) When the depth from base of rail to top of pipe is equal to or greater than thirty (30) feet and minimum depth of cover is six (6) feet below the flowline of the ditch or ground surface.

b. In circumstances where it is not feasible to install encasement from right-of-way line to right-of-way line, casing pipe under railroad tracks and across railroad property shall extend to the greater of the following distances, measured at right angles to the centerline of track:

   i. Two (2) feet beyond toe of slope.

   ii. Three (3) feet beyond ditch line.

   iii. Twenty-five (25) feet from centerline of outside track when casing is sealed at both ends.

   iv. Forty-five (45) feet from centerline of outside track when casing is open at both ends.

   v. Extend across the entire length of Shoring Zone A as shown in Figure 1, Pg 3-5.

   vi. If additional track is planned for future construction, casing must extend far enough to meet above distances given the additional track requirement.

c. Pipelines and casing pipe shall be suitably insulated from underground conduits carrying electric wires on railroad property.

d. Casing pipe and joints shall be made of metal, and of leakproof construction. Casings shall be capable of withstanding the railroad loadings and other loads superimposed upon them.

e. Wall thickness designations for steel carrier and casing pipe for E-80 loading (including impact) are:

Nominal Diameter (inches)	Minimum Wall Thickness (inches)
12-3/4 and under	0.188
14	0.188
16	0.219
18	0.250
20 and 22	0.281
24	0.312
26	0.344
28	0.375
30	0.406
32	0.438
34 and 36	0.469
38	0.500
40	0.531
42	0.562
44 and 46	0.594
48	0.625
50	0.656
52	0.688
54	0.719
56 and 58	0.750
60	0.781
62	0.812
64	0.844
66 and 68	0.875
70	0.906
72	0.938

i. Steel pipe shall be in conformance with ASTM A1097 and of leakproof construction, such as butt welded or interlocking joints which are capable of withstanding railroad loading. Pipe shall have a specified minimum yield strength, SMYS, of at least 35,000 psi (pounds per square inch / 241,317kPa).

ii. All metallic casing pipes are to be designed for effective corrosion control, long service life and relatively free from routine servicing and maintenance. Corrosion control measures for metallic casing pipe must include cathodic protection which can be an active induced current, or a passive system that could be sacrificial anodes and/or protective coating rated for cathodic protection such as fusion bonded epoxy with an abrasion resistant overcoating.

iii. Cast iron may be used for casing. It shall conform to ANSI A21. The pipe shall be connected by mechanical-type joints. Plain-end pipe shall be connected by compression-type couplings. The strength of the cast iron pipe to sustain external

loads shall be computed in accordance with the most current ANSI A21.1 "Manual for the Computation of Strength and Thickness of Cast Iron Pipe."

f. The inside diameter of the casing pipe shall be such that the carrier pipe can be removed without disturbing the casing. All joints or couplings, supports, insulators or centering devices for the carrier pipe shall be considered in the selection of the casing diameter.

g. For flexible casing pipe, a maximum vertical deflection clearance of the casing pipe shall be three percent (3%) of its diameter plus one-half (1/2) inch so that no loads from the roadbed, track, railroad traffic or casing pipe are transmitted to the carrier pipe. When insulators are used on the carrier pipe, the relationship of the casing size to the size of the carrier pipe is:

Diameter of Carrier Pipe	Inside Diameter of Casing Pipe Equals Outside Diameter of Carrier Pipe Plus
0" – 7.9"	2"
8" - 16"	3-1/4"
Over 16"	4-1/2"

4. Casing and Pipeline Installation

a. Casing and pipeline installations should be accomplished by Horizontal Directional Drilling (HDD), dry jack-and-bore, tunneling or other approved methods. Tunneling construction under tracks will be permitted only under direct supervision of a BNSF Engineer. Tunneling procedures and equipment, as well as structural design, must have BNSF Engineering approval prior to starting any work on BNSF property. Generally, tunneling shall not be considered where less than six (6) feet of cover exists, or where excessively sandy, loose, or rocky soils are anticipated.

All utilities crossing under ditches and railroad trackage using jacking and dry boring installation should have a minimum depth of cover of six (6) feet below the flowline of the ditch or ground surface and eight (8) feet – three (3) inches from base of rail. In fill sections, the natural ground line at the toe of slope will be considered as ditch grade.

Jacking/boring pits shall be located outside railroad property, when possible, at a minimum of thirty (30) feet from the centerline of track and kept to the minimum size necessary. Do not locate the bore pits in the slope of a cut or fill section of the roadbed. Keep the bore pit size to a minimum. Use shoring, temporary or permanent, conforming to the most restrictive of state, OSHA, or AREMA recommended practices in all excavations, where required. Submit shoring plans sealed by a Professional Engineer with application for approval prior to construction.

Under-track bores using jack-and-bore method shall be located greater than forty-five (45) feet from the nearest bridge, culvert, track switch area, building or other major structure, regardless of commodity.

All encased utility pipeline crossings under ditches and railroad trackage using horizontal directional drilling (HDD) installation should have a minimum depth of

cover of six (6) feet below the flowline of the ditch or ground surface and twelve (12) feet from base of rail. In fill sections, the natural ground line at the toe of slope will be considered as ditch grade. Detailed drawings should be included with the application.

Rail elevations over the work must be monitored at intervals prescribed by BNSF to detect any track movement. Movements of over one-quarter (1/4) inch vertically shall be immediately reported to the BNSF Roadmaster. Due to the danger to rail traffic that is caused by only small amounts of track movement, BNSF forces may have to be called to surface the track several times. The cost of any work required by BNSF in the repair of track caused by utility installation will be assessed against the Utility Owner.

The following requirements shall apply to these construction methods:

i. When installing a pipe or conduit under the track with a bore diameter greater than 12 inches, it is expected to be a continuous install, at a minimum through Zone A. No void greater than 12 inches will be permitted to be left within Zone A for an extended period of time, unless approved by BNSF or authorized Construction Observer.

ii. The use of water under pressure, jetting or puddling will not be permitted to facilitate boring, pushing or jacking operations. Some boring may require water to lubricate cutter and pipe, and under such conditions, is considered dry boring.

iii. For HDD drilling, only solid body reamers shall be used on BNSF property. Where unstable soil conditions exist, boring or tunneling operations shall be conducted in such a manner as not to be detrimental to the railroad being crossed.

iv. If excessive voids or too large of a bored hole is produced during casing or pipeline installations, or if it is necessary to abandon a bored or tunneled hole, prompt remedial action should be taken by the Utility Owner.

v. All voids or abandoned holes caused by boring, or jacking are to be filled by pressure grouting. The grout material should be a sand cement slurry with a minimum of two (2) sacks of cement per cubic yard and a minimum of water to assure satisfactory placement.

vi. For bored or tunneled installations less than seventeen and one-half (17-1/2) feet deep, less than 300 feet long and pipe diameters less than or equal to 20 inches, the hole diameter shall not exceed the outside diameter of the utility pipe, cable, or casing (including coating) by more than one and one-half (1-1/2) inches for pipes with an inside diameter of twelve (12) inches or less, or two (2) inches on pipes with an inside diameter greater than twelve (12) inches.

vii. For bored or tunneled installations seventeen and one-half (17-1/2) feet deep or deeper, 300 feet long or longer, or greater than 20 inches in pipe diameter, the hole diameter shall not exceed one and one-half (1-1/2) times the diameter of the pipe.

This is further clarified as follows:

Hole Diameter	Depth	Length	Pipe Outside Diameter
Pipe OD + 1-1/2"	< 17.5'	<300'	<=12"
Pipe OD + 2"	< 17.5'	<300'	12" <= 20"
Pipe OD x 1.5	> 17.5'	>= 300'	> 20"

b. Vents. In casing pipe installations, vents are appurtenances by which fluids or gases between carrier and casing may be inspected, sampled, exhausted, or evacuated.

i. Vent standpipes shall be located and constructed so as not to interfere with maintenance of the railroad or to be concealed by vegetation. Where possible, they shall be marked and located at the property line. The markers shall give the name, address of the owner, and a 24-hour phone number to contact in case of emergency.

ii. Casing pipe, when sealed, shall be properly vented. Vent pipes shall be of sufficient diameter, but in no case less than two (2) inches in diameter and shall be attached near each end of casing projecting through ground surface at property lines.

Seals and vents shall be required for all encased pipelines carrying flammable substances under pressure to ensure the flammable substances are evacuated away from the track and subgrade in the event of a pipe failure. Vents shall be located at both ends of the casings.

Venting is not required for encased water lines; however, sealing will be required if the ends of the casing are not above the high-water table.

Where casing pipe is used on sewer lines, venting, and sealing of casing will be required on pressurized lines.

iv. Vent pipes shall extend not less than four (4) feet above ground surface. Top of vent pipes shall be fitted with a down-turned elbow, properly screened, or a relief valve.

v. Vent pipes on casings shall be at least four (4) feet (vertically) from aerial electric wires. Casings shall be suitably insulated from underground conduits carrying electric wires on Railroad right-of-way.

c. Shut-Off Valves

i. The Utility Owner shall install accessible emergency shut-off valves on each side of the railroad. Locating a shut-off valve on railroad property should be avoided. If approval is acquired, a guardrail must protect the shut-off valve.

ii. When a guardrail is required, its height shall be four (4) feet above the ground line. All four corner posts shall be driven to a minimum depth of four (4) feet below ground line. There shall be a minimum clearance of two (2) feet from the valve to the guardrail. The steel pipes for the four corner posts and guardrail shall have a minimum diameter of four (4) inches. All joints will be welded with a one-quarter (1/4) inch fillet weld all around.

iii. Where pipelines are provided with automatic control stations, no additional valves will be required.

5. Abandonment/Replacement/Removal of Facilities

a. Upon abandonment, replacement or termination of license the utility needs to be removed from BNSF property except for the portion under the track embankment (as shown in Appendix "Retirement/Removal of Pipelines on BNSF Property").

b. Portion of abandoned pipe under track embankment to remain in place shall be filled by pressure grouting. The grout material should be a sand cement slurry with a minimum of two (2) sacks of cement per cubic yard and a minimum amount of water to assure satisfactory placement. Open trenches shall be back-filled and compacted to surrounding ground level.

c. Abandoned or replaced poles shall be removed from BNSF property or cut off to a depth at least six (6) feet below ground; and the hole filled with BNSF approved material and compacted to surrounding ground level.

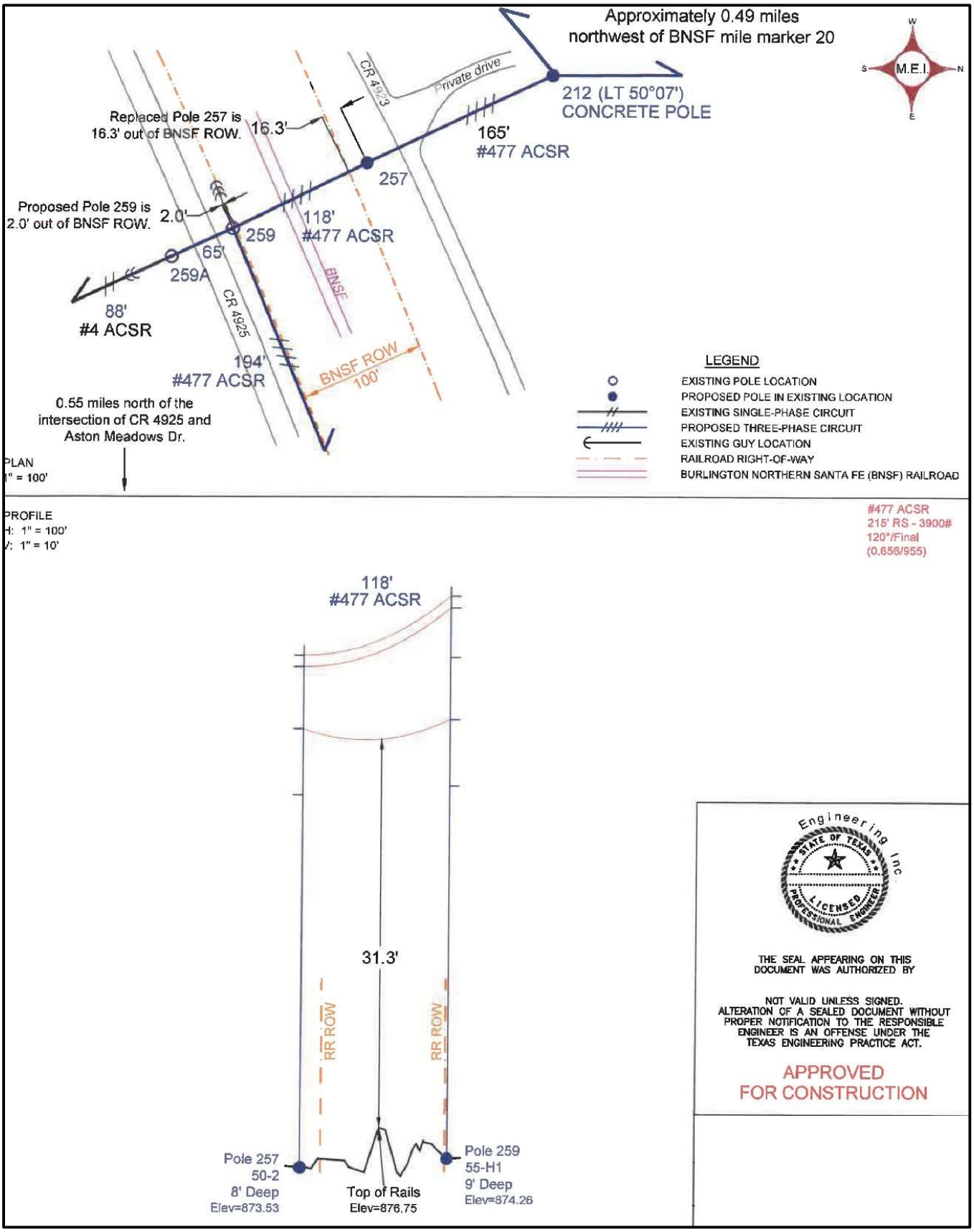
d. All metal such as rebar, cable, anchor systems, and strain relief must be removed and disposed of in accordance with local, state and federal regulations.

e. An abandonment plan must be included in the general plans.



APPENDIX

OVERHEAD INSTALLATIONS

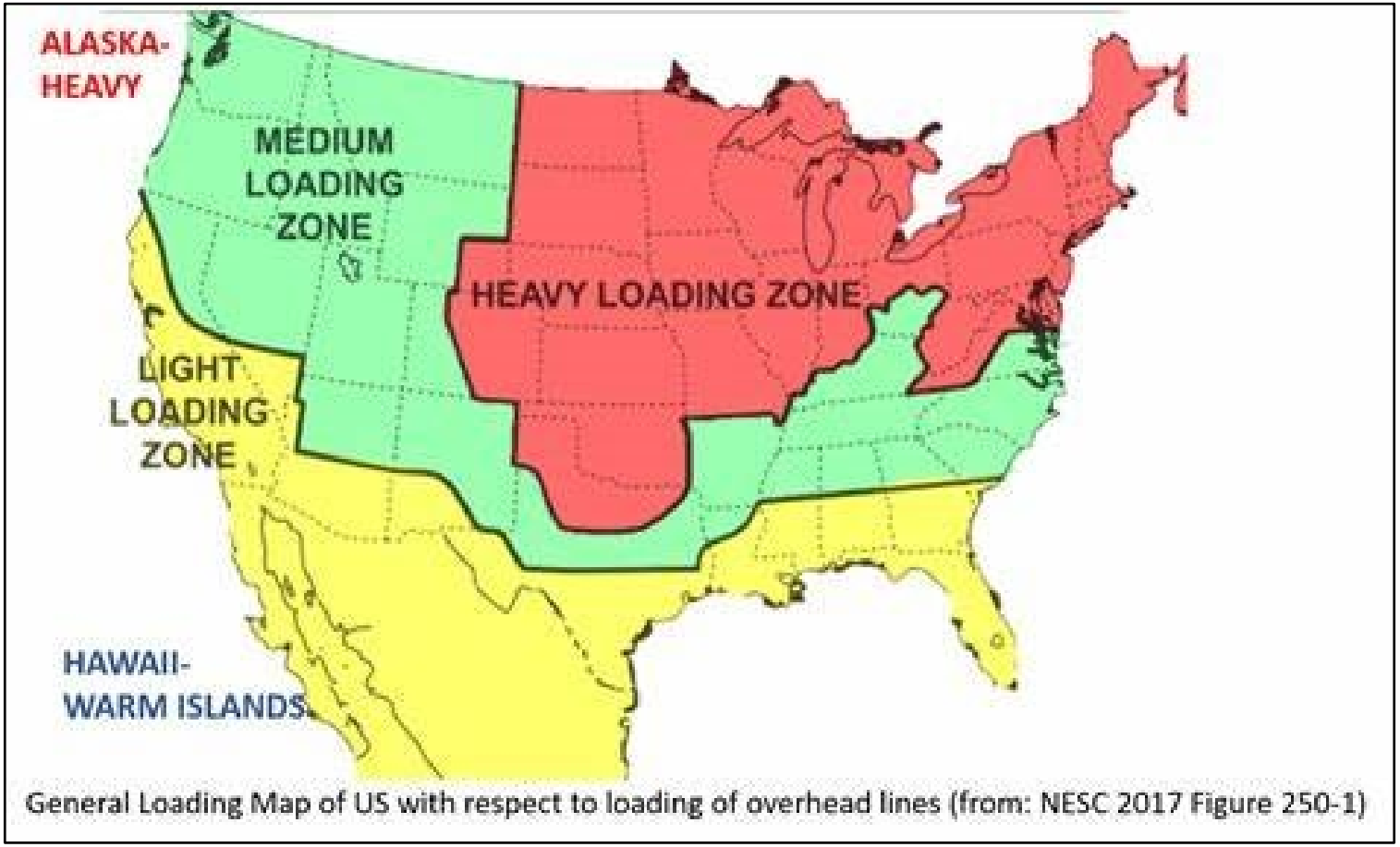


Engineering Inc
STATE OF TEXAS
LICENSED
PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY

NOT VALID UNLESS SIGNED.
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

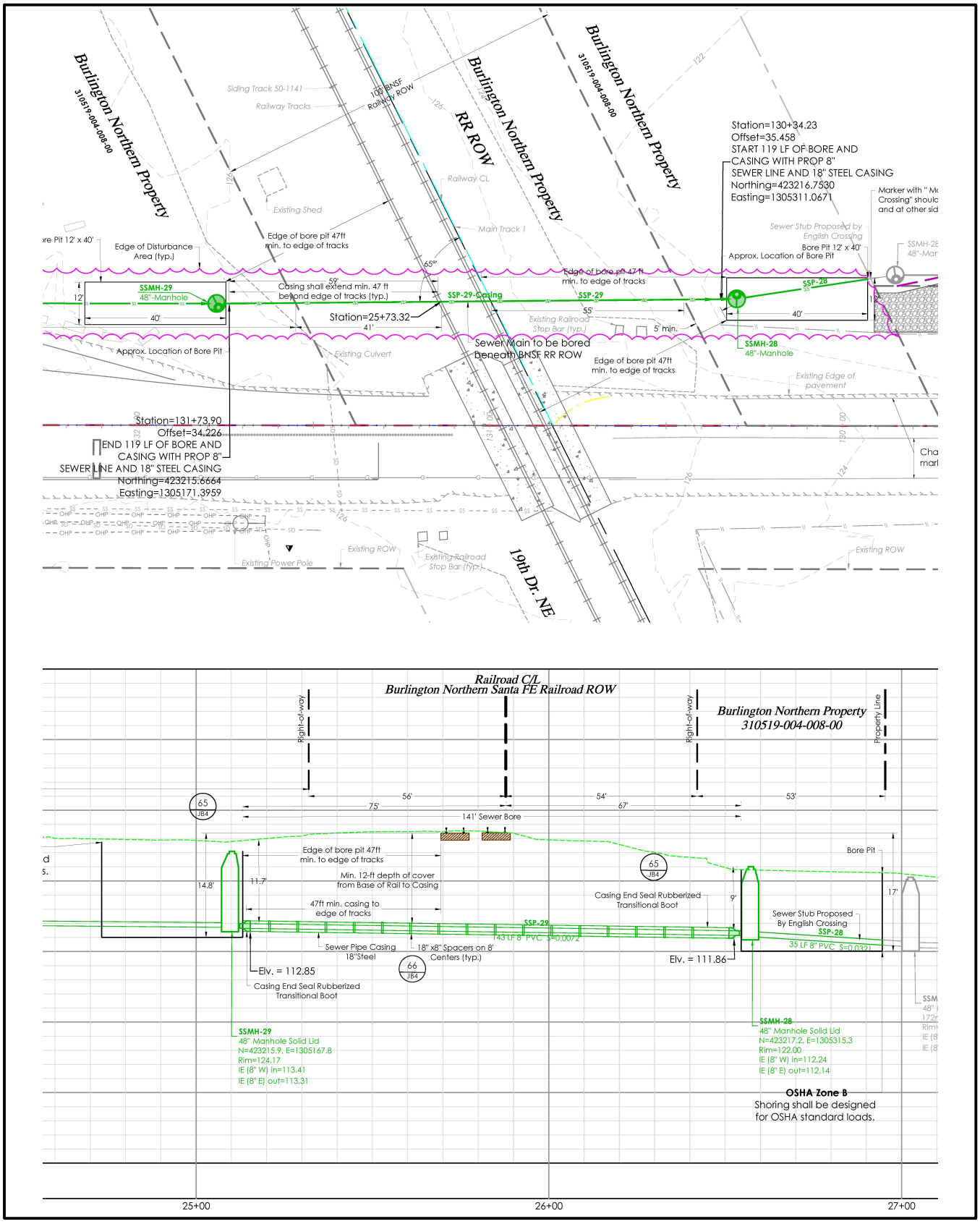
APPROVED
FOR CONSTRUCTION



General Loading Map of US with respect to loading of overhead lines (from: NESC 2017 Figure 250-1)

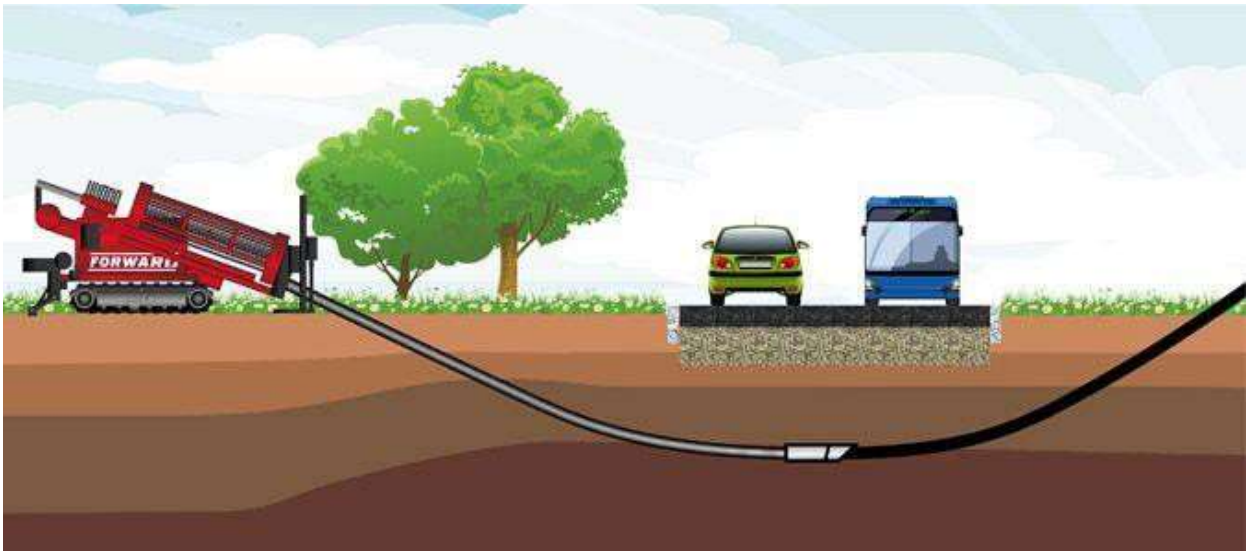
Loading districts (or zones) to determine minimum span length for overhead wirelines crossing over tracks. If location is in question with reference to load rating, use the higher rating.

UNDERGROUND INSTALLATIONS

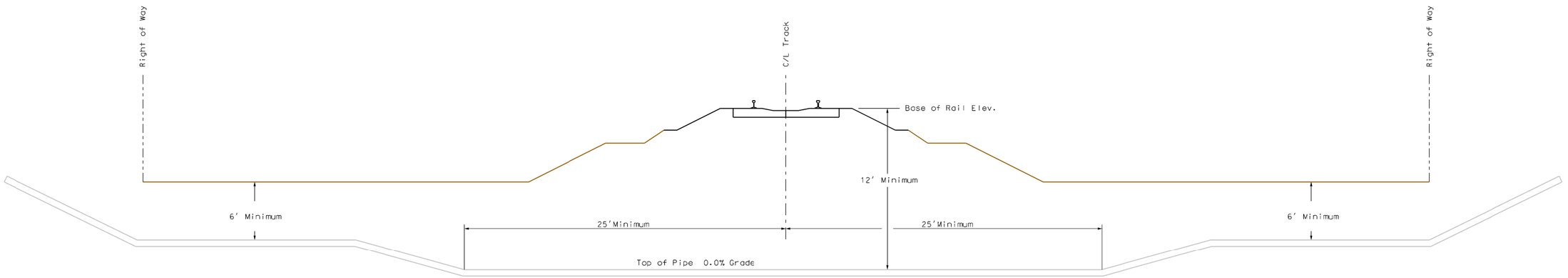




UNDERGROUND INSTALLATION
JACK AND BORE EXAMPLE



UNDERGROUND INSTALLATION
HORIZONTAL DIRECTIONAL DRILLING (HDD) EXAMPLE



Cutting head must travel at 0.0% grade (or downward) beginning 25' (minimum) from centerline of track until it reaches a point 25' (minimum) from the centerline of track. Minimum pressure must be applied to pumping the slurry to the cutting head during drilling. This will deter the bentonite slurry used for lubrication from seeping up and fouling the track roadbed.

The plans submitted with the application must show the planned travel path of the cutting head.

A construction observer must be present during installation and will monitor the ballast and roadbed.

APPROVALS	TITLE	DATE
Feb 2025		

REVISIONS

NO.	DESCRIPTION	DATE	BY
1	Added "minimum" to distance from track	9/19/08	JRG
2	Revised minimum depth requirements	9/8/20	BAL

DESIGNED:
DRAWN:
CHECKED:

ENGINEERING SERVICES
www.bnsf.com/tools/fieldengineering/index

FILE NO.
RFA / AFE NO.
STATUS

BNSF RAILWAY

DATE: 06/20/08
LS/mp:
DIVISION:
SUBD:
\utilaccom\hdd.dgn

HORIZONTAL DIRECTIONAL DRILLING STANDARDS NOT TO SCALE

ENVIRONMENTAL COMPLIANCE PLAN [Outline]

Cover Page

- Project Name
- Prepared By
- Prepared For: BNSF Railway Company
- Prepared Date
- RP.com Project ID

Table of Contents

Part 1 – Introduction

1. Overview of Project
    - Project Location Map
    - BNSF Mile Post of Pipeline Location
    - Latitude/Longitude of Pipeline Location
    - Section/Township/Range
    - Nearest City, County, State
2. Objective of the Environmental Compliance Plan

Part 2 – Commitment to Environmental Protection

1. Roles/Responsibilities of Project Team Members

Part 3 – Environmental Compliance Timeline

1. Pre-Construction Compliance
    - Permits
    - Pipeline Specifications
2. Pipeline Construction
3. Post-Construction/Pipeline Operations
4. Abandonment/Removal Process
    - Pipeline must be removed from BNSF property except for the portion under track embankment. Remaining pipe will be purged and filled with flowable grout.

Part 4 – Reporting and Notifications

1. Reporting of Environmental Non-Compliance
    - Construction Communication Plan On-Site
    - Permit Binder On-Site
    - Process for Reporting Environmental Non-Compliance

Part 5 – Environmental Response and Remediation

1. Environmental Emergency Response
    - BNSF Resource Operations Call Center: 800-832-5452
    - Pre-Construction and Construction Contact Information
    - Post-Construction Operations Contact Information

List of Exhibits

- Permit Drawings
- Design and Construction Plans
    - Include Plan Pages Covering BNSF Property

Version Dated 2017-11-06

No Comment / All Items CLOSED* ☐

Submittal Essentials in RED **

I/C & Project Engineer Review Items; KC Structures Review Items

BNSF Engineering Services-Structures Review Comments

Temporary Shoring Review Comments Sheet

Check for compliance with current AREMA and BNSF/UP Temporary Shoring Guidelines

Project Name:		BNSF Point of Contact:	
Submittal Name:		Project CM Contact:	
Plan File Name:		Asset MP Name:	
Plan File Date:		Plan %:	

Professional Engineer Seal & Signature (Plans and Calculations)
☐No Exceptions Taken ☐ Comments Below ☐ N/A

No Tiebacks under track
☐No Exceptions Taken ☐ Comments Below ☐ N/A

Need Shoring Loading Zones shown
☐Within Zone A ☐ Zone B Only ☐ Zone C Only

Show offset face of shoring to CL Tracks at all Changes in Horizontal Alignment
☐No Exceptions Taken ☐ Comments Below ☐ N/A

Substructure Removal Limits (Lesser of 3' below GL or TOT)
☐No Exceptions Taken ☐ Comments Below ☐ N/A

TOT, Top of Wall Elevations Shown on General Plan
☐No Exceptions Taken ☐ Comments Below ☐ N/A

Show BNSF ROW Limits, all tracks labeled w/ track spacing
☐No Exceptions Taken ☐ Comments Below ☐ N/A

Provide geotechnical report (in-situ soil classification, P_a, P_p, etc.)
☐No Exceptions Taken ☐ Comments Below ☐ N/A

Horizontal Clearance to CL Tracks at right angle to Nearest Obstruction
☐No Exceptions Taken ☐ Comments Below ☐ N/A

Show Grading at Wall Ends, No More than 2:1 Slopes
☐No Exceptions Taken ☐ Comments Below ☐ N/A

Drainage Along the Wall, Through the Wall
☐No Exceptions Taken ☐ Comments Below ☐ N/A A

Show Total Depth of Shoring System w/ controlling dimensions
☐No Exceptions Taken ☐ Comments Below ☐ N/A

All OH and underground utilities located (include fiber, BNSF signal, telecom)
☐No Exceptions Taken ☐ Comments Below ☐ N/A

Handrail Heights and Lengths Detailed
☐No Exceptions Taken ☐ Comments Below ☐ N/A

Call Before You Dig" Numbers - BNSF Fiber - 1-800-533-2891
BNSF Signal - 1-800-832-5452
☐No Exceptions Taken ☐ Comments Below ☐ N/A

Provide Calculations (Include sample hand calcs w/ assumptions listed)
☐No Exceptions Taken ☐ Comments Below ☐ N/A

Check FS of overturning for sheeting
☐No Exceptions Taken ☐ Comments Below ☐ N/A

Temp Shoring Specific: E80 Loading Properly Applied
☐No Exceptions Taken ☐ Comments Below ☐ N/A

Meets deflection criteria
☐No Exceptions Taken ☐ Comments Below ☐ N/A

Gravity shoring systems analyzed for OT, SL and global stability
☐No Exceptions Taken ☐ Comments Below ☐ N/A

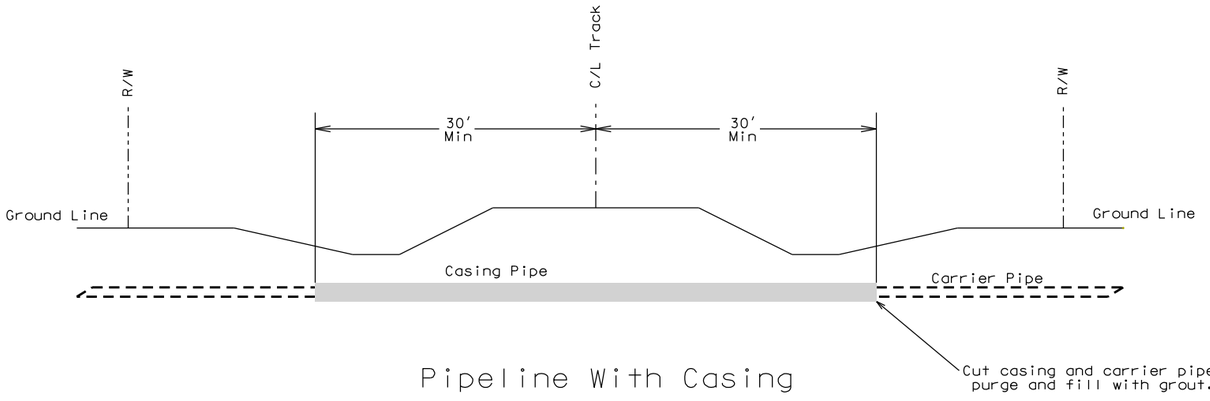
Monitoring Plan: Triggering & max values, survey locations and frequency
☐No Exceptions Taken ☐ Comments Below ☐ N/A

Item No.	Sheet No.	Reviewer Comment Date:	Initial	Designer's Response Date:	Reviewer's Comment Date:	Initial	Designer's Response Date:	Reviewer's Comment Date:	Initial	Designer's Response Date:	Reviewer's Comment Date:	Initial	Status (Open or Closed
1.													
2.													
3.													
4.													
5.													
6.													

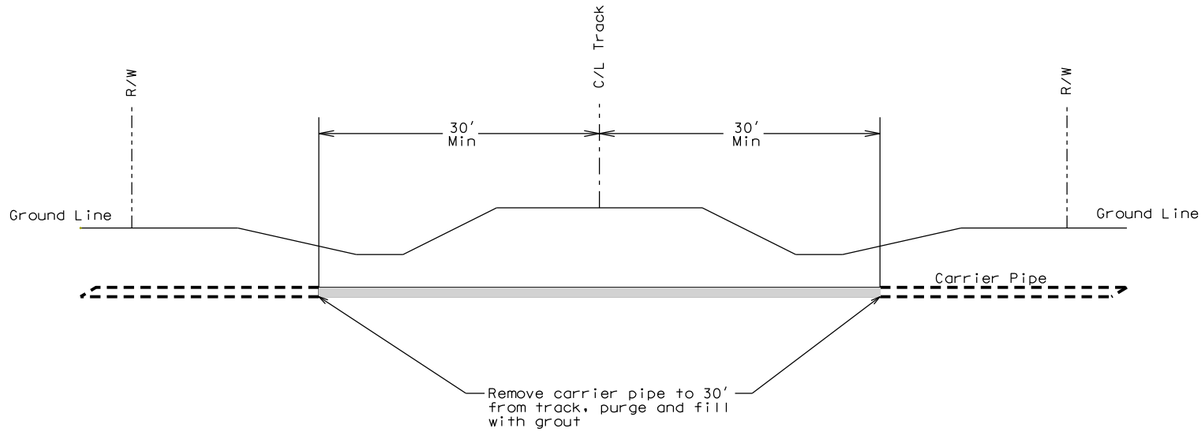
*BNSF has reviewed these submittals and no exceptions are taken with regard to BNSF's ability to use or accommodate the project as intended. BNSF has not reviewed the design details or calculations for structural integrity or engineering accuracy. BNSF accepts no responsibility for errors or omissions in the design or execution of the project.

Feb 2023

**** Check Submittal Essentials prior to transmittal to Structures Review. If not included, Project Engineer to reject and request resubmittal.**



Pipeline With Casing



Pipeline Without Casing

Upon termination all pipelines and casings will be removed entirely from BNSF property up to the toe of track embankment, but no closer than 30′ from centerline of track.

APPROVALS - (NAME - TITLE)	DATE	APPROVALS - (NAME - TITLE)	DATE

REVISIONS

NO.	DESCRIPTION	DATE	BY

BNSF RAILWAY

RETIREMENT/REMOVAL OF PIPELINES ON BNSF PROPERTY

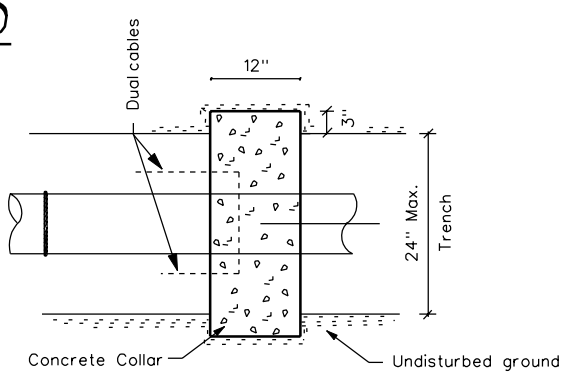
DRAWN	CHECKED	PROTRAK SEQ NO
	Feb 2025	

BNSF RAILWAY COMPANY - ENGINEERING SERVICES

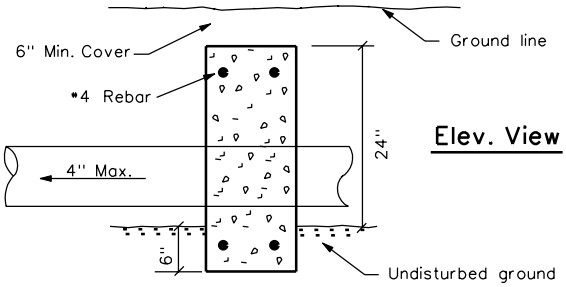
FILE: remove pipeline | SHEET 1 OF 1 | A-8 | DATE: 05/11/2011

DRAINS FOR STEEP SLOPES

Installation of the pipeline will be difficult due to the slope in which the pipe will be laid. Any damage to the slope due to construction must be repaired to its original condition. A large load on the conrete anchor which supports the pipe at the top of the slope will result due to this installation. This anchor should be moved as far away from the face of the slope as possible to maximize its support capability. The pipeline should be designed to withstand the weight of the water within the pipe.
See details below commonly used to support and hold the pipe in place, which should be used for this installation. If the pipeline fails, it will be the owners responsibility to reinstall the pipeline. If damage occurs to railway property due to the failure of the pipeline, the property owner will be responsible for damages. The property owner must not deposit grass clippings, yard waste, trees or other debris on the slope at any time.

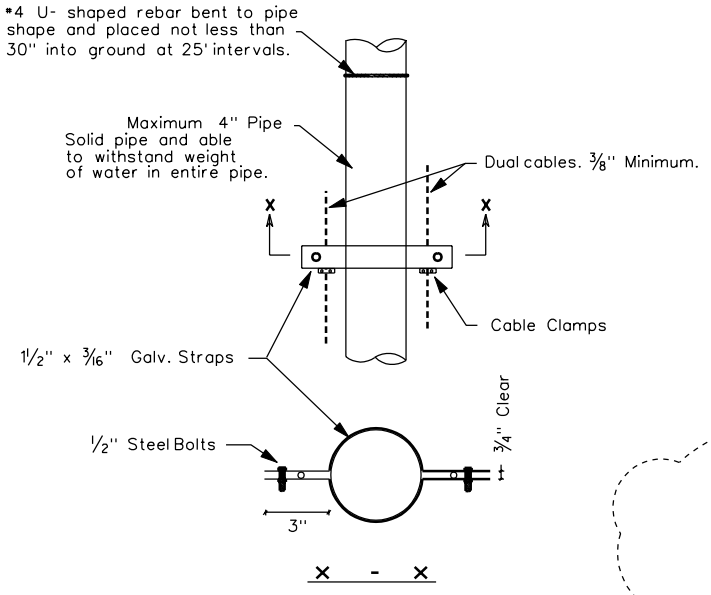


Plan View

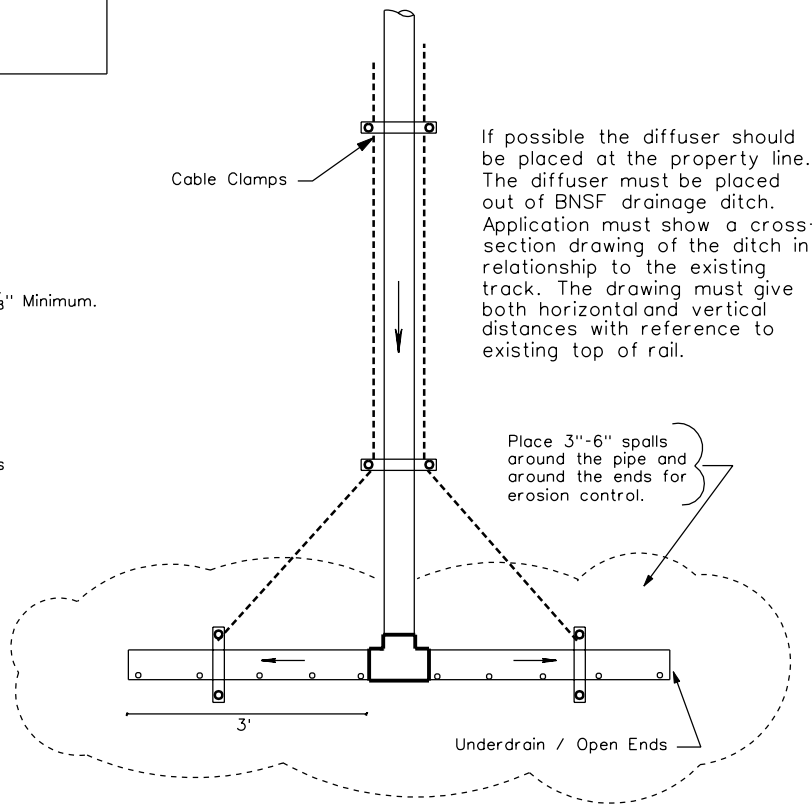


Elev. View

PIPE ANCHOR DETAIL



CLAMP DETAIL



DIFFUSER

NOT TO SCALE

BURLINGTON NORTHERN & SANTA FE RAILWAY CO. OCT 1998

DEFINITION OF TERMS

The terminology used in this Policy strives for conventional meaning and to insure uniform interpretation. To this end, the following definitions apply:

ACCESS CONTROL: Restriction of access to and from abutting lands to railroad property.

AREMA: American Railroad Engineering and Maintenance of Way Association.

ANSI: American National Standard Institute.

ASTM: American Society for Testing and Materials.

BACKFILL: Replacement of soil around and over an underground utility facility.

BORING: Piercing a hole under the surface of the ground without disturbing the earth surrounding the hole. Boring may be accomplished by any approved manner. Water jetting or puddling will not be permitted. Holes may be mechanically bored and cased using a cutting head and continuous auger mounted inside of the casing. Small diameter holes may be augured, and the casing or utility facility pushed in later.

BNSF: Burlington Northern and Santa Fe Railway Company.

BURY: Placement of the utility facility below grade of roadway, ditch or natural ground to a specified depth.

CARRIER: Pipe directly enclosing a transmitted fluid (liquid or gas).

CATHODIC PROTECTION: A means of corrosion control for a metal pipeline with an active induced current, or a passive system that could include sacrificial anodes and/or a coating rated for "cathodic protection." Fusion-bonded epoxy (a powder coating) with an abrasion resistant overlay is one example of rated coatings.

CASING: A larger pipe enclosing a carrier.

CFR: Code of Federal Regulations.

COATING: Material applied to or wrapped around a pipe.

COMMUNICATION LINE: Fiber optic, telephone cable and similar lines, not exceeding four hundred (400) volts to ground or seven hundred fifty (750) volts between any two (2) points of the circuit, the transmittal power of which does not exceed one hundred fifty (150) watts.

CONDUIT OR DUCT: An enclosed tubular runway for protecting wires or cables.

COVER: The depth of material placed over a utility. Depth of cover is measured from top of utility casing or carrier pipe (if no casing is required) to the natural ground line or construction line above the utility.

DIRECT BURIAL: Installing a utility underground without encasement, by plowing or trenching. No rail plows will be permitted.

ELECTRIC SUPPLY: Electric light, power supply, and trolley lines, irrespective of voltage used for transmitting a supply of electrical energy.

ENCASEMENT: Structural element surrounding a pipe or cable.

FLEXIBLE PIPE: A plastic, fiberglass, or metallic pipe having a large ratio of diameter to wall thickness that can be deformed without undue stress. Copper or aluminum pipe shall be considered as flexible pipe.

GROUNDED: Connected to the earth or to some extended conducting bodies which are intentionally or accidentally connected with the earth.

GROUT: A cement mortar or slurry of fine sand or clay as conditions govern.

HANDHOLES: Handholes, also known as service boxes or joint pits, are necessary for a fiber optic network route along its length to access the cables at periodic intervals.

HORIZONTAL DIRECTIONAL DRILLING: A steerable trenchless method of installing underground pipes, conduits, and cables in a shallow arc along a prescribed bore path by using a surface launched drilling rig, with minimal impact on the surrounding area.

JACK-AND-BORE: The installation method whereby the leading edge of the jacked pipe is well ahead of the cutting face of the auger bit. The auger is removing waste from inside the pipe as it is being jacked. This method greatly reduces the likelihood of subsidence of granular material during installation.

JACKING: The installation of rigid pipes using hydraulic jacks or rams to push the pipe under the traveled surface of a road, railroad roadbed, or other facility.

LICENSE:

UTILITY LICENSE AGREEMENTS are executed for all utility facilities located on railroad property.

LOADING DISTRICTS: The US is divided into three ice, wind, and temperature loading districts identified as HEAVY, MEDIUM, and LIGHT. The loading districts determine design of supporting structures, span lengths and supported facilities based on radial thickness of ice, horizontal wind pressure and temperature conditions for a particular loading district.

MANHOLE: An opening to an underground utility system which workmen or other may enter for the purpose of maintaining, inspecting, or making installations.

NATURAL GAS PIPELINES:

DISTRIBUTION SYSTEM - A pipeline other than a gathering or transmission line.

SERVICE LINE - A distribution line that transports gas from a common source of supply to a customer meter.

TRANSMISSION SYSTEM - A pipeline other than a gathering line that transports gas from a gathering line or storage facility to a distribution center or storage facility. It operates at a hoop stress of twenty percent (20%) or more of the Specified Minimum Yield Strength.

NORMAL: Crossing at a right angle.

PERMITS:

PERMIT TO BE ON BNSF PROPERTY FOR UTILITY SURVEY is to be executed prior to all survey work on railroad property.

PIPE: A tubular product made as a production item for sale as such. Cylinders formed from plate during fabrication of auxiliary equipment are not pipes as defined here.

PRESSURE: Relative internal pressure in PSI (pounds per square inch) gauge.

PRIVATE LINES: Any privately owned facilities which convey or transmit the commodities outlined under the definition for Utilities but are devoted exclusively to private use.

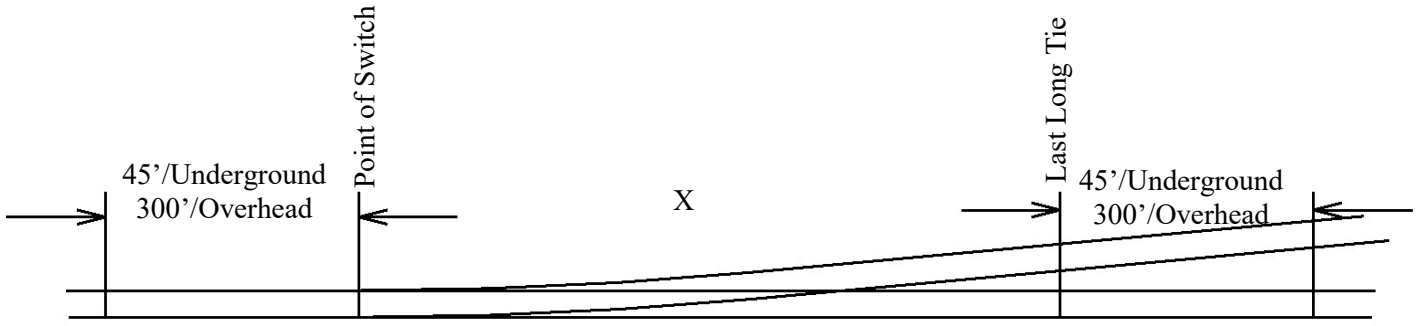
PUBLIC LINES: Those facilities which convey or transmit the commodities outlined under the definition for Utilities and directly or indirectly serve the public or any part thereof.

RIGHT OF WAY: A general term denoting land, property of interest therein, usually in a strip, acquired for or devoted to railroad transportation purposes.

SEAL: A material placed between the carrier pipe and casing to prevent the intrusion of water, where ends of casing are below the ground surface.

SHOULDER: That portion of the roadbed outside the ballast.

SWITCH AREA: Underground = 45'+X'+45' / Overhead = 300'+X'+300', as shown:



TURNOUT SIZE	X		TURNOUT SIZE	X
NO. 7	95'		NO. 14	176'
NO. 8	98'		NO. 15	180'
NO. 9	107'		NO. 20	249'
NO. 10	120'		NO. 24	283'
NO. 11	125'		NO. 30	632'

TRENCHED: Installed in a narrow excavation.

TUNNELING: Excavating the earth ahead of a large diameter pipe by one or more of the following processes: 1) The earth ahead of the pipe will be excavated by men using hand tools while the pipe is pushed through the holes by means of jacks, rams or other mechanical devices, 2) The excavation is carried on simultaneously with the installation of tunnel liner plates, and/or 3) The tunnel liner plates are installed immediately behind the excavation as it progresses and are assembled completely away from the inside.

UTILITY OWNER: All privately, publicly, or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water and other similar commodities, including fire and police signal systems and street lighting systems which directly or indirectly serve the public.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 11, 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 AND AUTHORIZING THE MAYOR TO EXECUTE A DONATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND MORNING STAR CREATIONS, INC., A COLORADO CORPORATION; CREATING A NEW PROJECT ACCOUNT CI2614 - VINEWOOD SKATE PARK; AND ACCEPTING, BUDGETING, AND APPROPRIATING FUNDS IN THE AMOUNT OF $70,000.00 INTO PROJECT CI2614 - VINEWOOD SKATE PARK.

SUMMARY:

This Ordinance approves a Donation Agreement between the City and Morning Star Creations, Inc. related to the donation of skate park improvements to be installed at Vinewood Park, and budgets and appropriates grant funds received by Morning Star Creations from the Colorado Health Foundation in the amount of $70,000 into a new project account, CI2614 - Vinewood Park Skate Improvements

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Morning Star Creations applied for and was awarded a $70,000 grant from the Colorado Health Foundation, providing funding to install skate park improvements (e.g., ramps) at Vinewood Park located on the southeast corner of Vinewood Lane and Canterbury Lane.

FINANCIAL IMPLICATIONS:

As a condition of entering into the Donation Agreement, Morning Star Creations has agreed to provide the full amount of the Colorado Health Foundation grant funding ($70,000) to the City to be budgeted and appropriated into a new project account,

CI2614 - Vinewood Park Skate Improvements. Upon execution of the agreement, an initial payment of one-third of the funds will be paid to Morning Star Creations to cover initial project material costs. Additional progress payments will be paid to Morning Star Creations as work is completed.

Upon completion and acceptance of the newly-installed work, the improvements will become property of the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to pass this Ordinance will preclude the City from entering into the agreement with Morning Star Creations.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Vinewood Skate Park Improvements Agreement - Final Clean (260506)
2. Skate Park Drawings - Exhibit A
3. Exhibit B - Volunteer Acknowledgement and Release Form

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A DONATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND MORNING STAR CREATIONS, INC., A COLORADO CORPORATION; CREATING A NEW PROJECT ACCOUNT CI2614 - VINEWOOD SKATE PARK; AND ACCEPTING, BUDGETING, AND APPROPRIATING FUNDS IN THE AMOUNT OF $70,000.00 INTO PROJECT CI2614 - VINEWOOD SKATE PARK.

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 Morning Star Creations, Inc., a Colorado Corporation, a copy of which is attached hereto ("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.

Project Account CI2614 - Vinewood Park Skate Improvements is hereby established.

SECTION 4.

Funds in the amount of $70,000.00 are hereby accepted and budgeted and appropriated into Project Account CI2614 - Vinewood Park Skate Improvements.

SECTION 5.

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 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

ACCESS AND DONATION AGREEMENT

THIS ACCESS AND DONATION AGREEMENT ("Agreement") is hereby entered into this ___ day of _____, 2026 by and between the City of Pueblo, a Colorado municipal corporation ("City"), and Morningstar Creations, Inc. (“Donor”). City and Donor may be individually referred to herein as “Party” or collectively referred to as “Parties.”

WITNESSETH:

WHEREAS, Donor has received a grant award from the Colorado Health Foundation entitled the “Great Push Project” in the amount of $70,000.00 to create a skateable art structure in Vinewood Park; and

WHEREAS, City agrees to allow access to the Premises as herein defined for the purpose of such installation and to accept ownership of the improvements contemplated by this Agreement subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing and all other covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all Parties agree as follows:

1. The following terms as used in this Agreement shall have the following meanings:

   “Effective Date” refers to the date of this agreement and means the date of final signature of any of the Parties to this Agreement, whichever is latest.

   “Installation Date” means the date set forth in the Schedule for which the installation of the Improvements shall commence.

   “Installation Deadline” means a date 180 calendar days from the Installation Date, unless such date is extended in writing by the Director of Public Works, which extension shall be made at the sole discretion of said Director, such extension to not be unreasonably withheld.

   “Maintenance and Repair Services” means, without limitation, all actions required so that the Improvements are kept and maintained in a good, clean, safe and operable condition consistent and in compliance with all applicable laws, ordinances, and regulations including but not limited to repairing damage to the Improvements attributable to workmanship or material defects. Maintenance and Repair Services excludes work to repair damage caused by vandalism, graffiti, or damage by a motor vehicle.

   “Premises” means the designated area at Vinewood Park where the Improvements will be installed as indicated in Exhibit A, which is attached hereto and incorporated herein.

   “Improvements” means the approved skate park improvements and other installed ancillary improvements which are located upon the Premises and which may be necessary for the safe public enjoyment of and access to the Improvements as indicated in Exhibit A.

"Schedule" means the schedule for installation of the Improvements as required by this Agreement.

2. Within ten (10) days of the Effective Date of this Agreement, Donor shall provide City with the Schedule. The Schedule shall be subject to review and approval by City, such approval to be provided within thirty (30) days of delivery of the Schedule. Following approval of the Schedule by City, any subsequent changes must be approved by City before installation may commence. It is expressly acknowledged and agreed that the placement or location of the Improvements upon City property or within a public right-of-way must be approved by the City's Director of Public Works.

3. Prior to installation of said improvements, Donor shall submit stamped engineer plans and details to the City for approval, or in the alternative Donor and City shall collaborate with one another for the procurement of such stamped engineer plans.

4. Donor shall work closely with the City's Director or designated staff of the Parks and Recreation Department and coordinate access to the site, planned improvements, method of excavation, demolition, schedule, and final appearance of the site and all improvements.

5. Subject to and conditioned upon the approval of the Schedule and payment to and receipt by City of Seventy Thousand Dollars ($70,000), City agrees to allow Donor to install the Improvements (or to have the Improvements installed) upon the Premises.

6. Indemnity and Insurance.

a. The Donor shall not commence work under this Agreement until Donor has obtained at their own expense and without cost to the City all insurance required under this paragraph and such insurance has been approved by the City Attorney, nor shall the Donor allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The Donor shall maintain such insurance until the final acceptance by the City of all construction covered by the Agreement.

i. Commercial General Liability Insurance: The Donor shall secure and maintain during the period of this Agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Donor with respect to all work performed by them and all their subcontractors under the Agreement, to be written on a Commercial General Liability policy form CG 00 01. This insurance shall be written in amounts not less than $1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and $1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall be endorsed naming the City of Pueblo, its agents, officers, and employees as additional insureds.

ii. Comprehensive Automobile Liability Insurance: The Donor shall procure and maintain during the period of the Agreement and for such additional

time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than $350,000 and for any injury to two or more persons in any single occurrence of not less than $1,000,000. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Donor from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes, and similar equipment whether owned, leased, hired, or used by Donor.

iii. Workers' Compensation Insurance: The Donor shall procure and maintain during the period of this Agreement and for such additional time as work on this project is being performed, Workers' Compensation Insurance, including Occupational Disease Provisions, fully complying with the provisions of the Workers' Compensation Act, as amended, of the State of Colorado. Such insurance shall be obtained notwithstanding that Donor may have no employees as defined under said Act or that Donor might otherwise avail itself of an exemption under the Act from any legal requirement to obtain such coverage. Such insurance shall cover all employees of Donor performing work on the project irrespective of whether such employees may be shareholders, managers, partners or owners of Donor or exempt employees under the Act. If any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected by the Workers' Compensation Statute, the Donor shall provide, and similarly shall cause each subcontractor to provide, special insurance for the protection of such employees not otherwise protected. Workers' Compensation policy shall contain an endorsement waiving subrogation against the City.

iv. Any subcontractor performing work for the Donor under the Agreement shall provide certificates of insurance protection to the Donor and to the City of Pueblo, Colorado, of the same type and in the same amounts as required by the Donor.

v. The insurance coverage enumerated in the above subparagraphs constitutes the minimum requirements and said enumeration shall in no way lessen or limit the liability of the Donor under the terms of the Agreement to the exposure or detriment of the City. The Donor shall procure and maintain, at their own cost and expense, any additional kinds and amounts of insurance that, in their own judgement, may be necessary for their proper protection in the prosecution of the work.

vi. Certificates of Insurance for Workers' Compensation Insurance, Commercial General Liability Insurance, and Comprehensive Automobile Liability Insurance shall be filed with the City within fourteen (14) days of the execution of the Agreement. Said insurance shall not thereafter be canceled, permitted to expire, or be changed without 30 days' advance written notice to the City.

b. Donor agrees to defend, hold harmless, and indemnify, the City and its officers, employees, and agents, from any and all claims and liability, including reasonable attorney's fees and costs, for injuries, death, or damages to any person, arising from or in any way connected with the installation of the Improvements, Maintenance and Repair Services, access granted herein or any default or breach of any term of this Agreement by Donor excepting only claims based solely on the Indemnified Parties' gross negligence, bad faith, or intentional acts. The Indemnified Parties shall have the right to retain their own counsel, in which case those reasonable attorney and expert fees and costs shall be covered by Donor's indemnification obligation in this Section.

7. Upon installation of the Improvements by Donor and written acceptance of the installed Improvements by City, ownership of the Improvements and all intellectual property rights, including design and copyright, shall be conveyed to and become the property of City. Risk of loss or damage to the Improvements will be borne by Donor until the Improvements are installed and accepted by City.

8. Maintenance and Repair Services. For one (1) year following the City's acceptance of the installed improvements, Donor agrees to perform Maintenance and Repair Services for the Improvements at its sole expense. Such Maintenance and Repair Services described in this paragraph 8 is expressly limited to minor repair work necessary and resulting from the original installation, and shall not extend to damage, vandalism, or other damages to the installed improvements that are not proximately caused by the installation itself.

9. Payments. Donor may submit an initial invoice not to exceed $23,333.33 upon City's approval of the Schedule (ref. Paragraph 2). Excepting only the initial invoice and payment, the City will not approve any invoice for total cumulative payments exceeding the value of work installed. Donor shall submit a second invoice upon completion of 66% of the work being installed in an amount not to exceed $23,333.33 (cumulative payments of $46,666.66). Donor shall submit a third invoice upon completion of 100% of the work being installed in an amount not to exceed $19,833.34 (cumulative payments of $66,500.00). Donor shall submit a fourth and final invoice at the same time the third invoice is submitted in an amount not to exceed $3,500.00 (cumulative payments of $70,000.00). The fourth and final invoice will be reviewed by the City simultaneously with the third invoice, but the fourth invoice payment will be withheld to allow the City adequate time to notify suppliers, vendors, subcontractors, and other potential interested parties of a period of time to bring any final claims related to the work contemplated under this Agreement.

10. Final Inspection and Acceptance.

a. Inspection Process.

i. Upon completion of the skate park improvements, the Donor shall notify the City of Pueblo in writing that the work is ready for final inspection.

ii. The City shall, within three (3) business days of receiving such notice, conduct a thorough inspection of the improvements to ensure compliance with the agreed-upon plans, specifications, and applicable standards.

b. Criteria for Acceptance.

i. The improvements shall be deemed acceptable if they meet the following criteria:

1. Full compliance with the approved plans and specifications attached as Exhibit A to this Agreement.

2. Adherence to all applicable safety, construction, and accessibility standards, including but not limited to City of Pueblo Standard Construction Specifications and Standard Details, ADA compliance (42 U.S.C. 12101 [12131] et seq.), and local building codes.

3. Absence of material defects or deficiencies that would impair the functionality, safety, or intended use of the skate park improvements.

c. Deficiency Resolution.

i. If the City identifies any deficiencies or non-compliance during the inspection, the City shall provide the Donor with a written list of such deficiencies within two (2) business days of the inspection.

ii. The Donor shall, at its sole cost and expense, correct all identified deficiencies within five (5) business days (or as otherwise agreed upon in writing by the Parties).

iii. Upon correction of the deficiencies, the Donor shall notify the City in writing, and the City shall conduct a re-inspection within three (3) business days.

d. Final Acceptance.

i. The City shall issue a written notice of final acceptance to the Donor upon determining that the improvements meet all criteria for acceptance.

ii. Title to the improvements and risk of loss or damage to the improvements, shall transfer to the City upon issuance of the final acceptance notice, or in the alternative after the passage of fourteen (14) calendar days from the date the Donor notifies the City of the work's readiness for inspection.

e. Timeline for Inspection and Acceptance. The entire process of inspection, deficiency resolution, and final acceptance shall be completed within fourteen (14) calendar days from the date the Donor notifies the City of the work's readiness for inspection, unless otherwise agreed in writing by the Parties.

6. If Donor fails to install the Improvements prior the Installation Deadline, City's obligations under this Agreement shall terminate, and Donor shall return the Premises to its original condition

except Donor shall not be responsible for removing any installed landscaping improvements.

7. If Donor is unable or unwilling to provide Maintenance and Repair Services, or if Improvements become a nuisance or hazard during this same period, or if Improvements are damaged and repair or restoration costs exceed reasonable economic value for the replacement of the Improvements, City may remove and dispose of the Improvements at its sole discretion and at the City's sole cost.

8. No term or provision of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, benefits, rights, protections, or any other provision of the Colorado Governmental Immunity Act, sections 24-10-101 and 120, C.R.S., as amended, or any other law granting immunity to the City and each of its respective officers and employees.

9. No volunteer shall perform any work with respect to the Improvements or allowed access to the Premises during construction of the Improvements unless such volunteer has been approved by City and executed the Acknowledgment and Release Agreement attached hereto, labelled Exhibit B and herein incorporated.

10. This Agreement sets forth all understandings and agreements between the Parties relating to the subject matter hereof. No modification or amendment to this Agreement shall be valid unless set forth in writing and approved by the Parties. No verbal representation, agreement or understanding by any officer or employee of the City, either before or after execution of this Agreement, shall modify or amend any of the terms and provisions of this Agreement.

11. The provisions of this Agreement are for the benefit of the named Parties only, and no third party shall have any right or remedy hereunder or the right to enforce any provision of this Agreement.

12. This Agreement shall be construed in accordance with and be governed by the laws of the State of Colorado without regard to conflict of law principles.

13. Time is of the essence hereof. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, provided Donor may not assign this Agreement or any interest herein without the express written consent of City.

14. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the other provisions of this Agreement which shall remain in full force and effect.

15. Each Party acknowledges that this Agreement was fully negotiated by the Parties and, therefore, no provision of this Agreement shall be interpreted against any Party because such Party or its legal representative drafted such provision.

16. In the event of any litigation arising under this Agreement, the court shall award to the prevailing Party its costs and reasonable attorney fees. Exclusive venue for any such litigation shall be Pueblo County, Colorado. All such litigation shall be filed in the District Court, County of Pueblo, State of Colorado and each Party submits to the personal and subject jurisdiction of such District Court. To the fullest extent permitted by law, the Parties hereby waive their right to a trial

by jury.

17. This Agreement may be executed in one (1) or more 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.

******SIGNATURE PAGE FOLLOWS******



SIGNATURE PAGE

ATTEST:

By:_____
Clyde Bishop, City Clerk

[S E A L]

CITY OF PUEBLO

By: _____
Mayor Heather Graham

Approved as to form:

_____
City Attorney

MORNINGSTAR CREATIONS, INC.

By: _____
Name: _____
Title: President

Date: _____

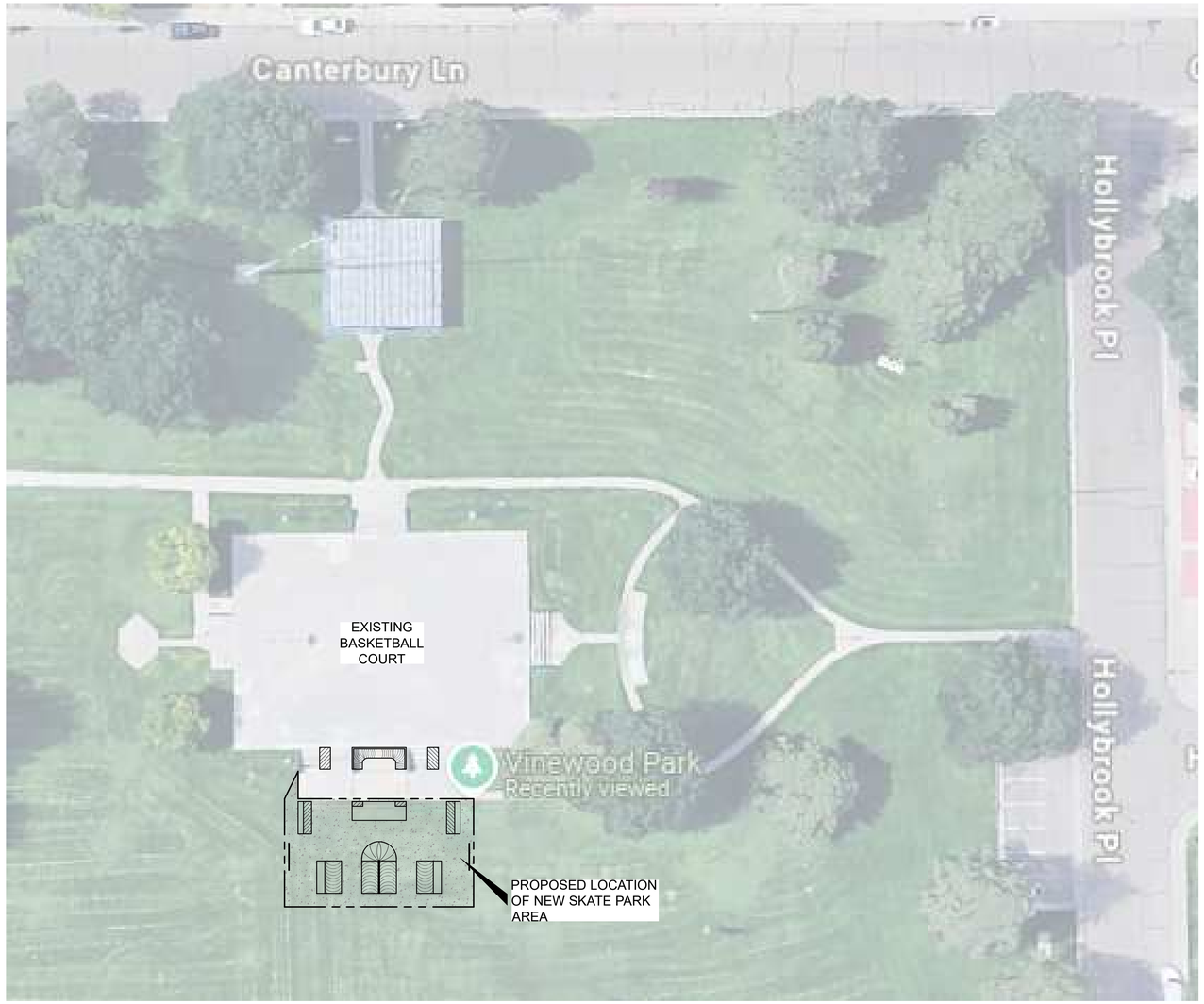
STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, President of Morningstar Creations, Inc.

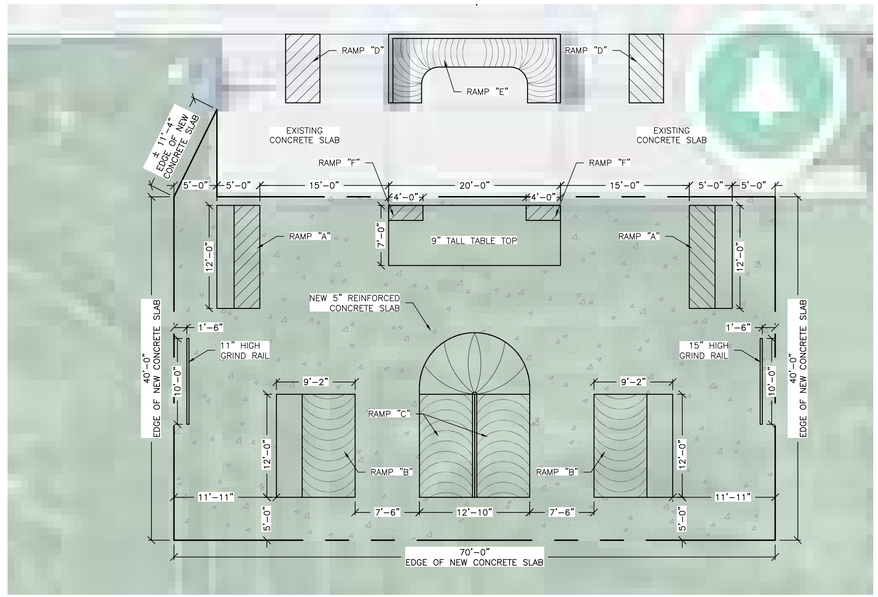
Witness my hand and official seal. [S E A L]

My commission expires _____.

_____
Notary Public



SITE PLAN
SCALE – 1" = 300'



SKATE PARK LAYOUT PLAN
SCALE – 1" = 100'

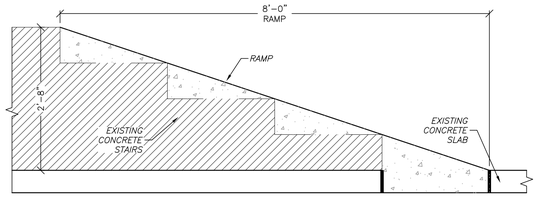
811 Know what's below. Call before you dig.

PROPERTY BOUNDARY NOTE

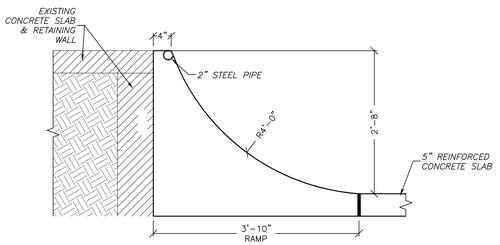
THE PROPERTY BOUNDARY SHOWN ON THIS PLAN IS FROM AVAILABLE DATA FROM PUEBLO COUNTY AND IS NOT BASED ON A PROFESSIONAL SURVEY OF ANY KIND.

GAGLIANO ENGINEERING, INC. PROVIDES NO WARRANTIES FOR THE LOCATION OF INSTALLATION OF THIS SKATE PARK, CONCRETE SLABS, OR ANY RELATED ELEMENT IN RELATION TO PROPERTY BOUNDARIES, IRRIGATIONS SYSTEMS, OR UTILITY LINE.

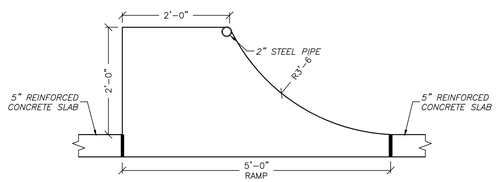
NOTE:
SCOPE OF WORK INCLUDES NEW 5" CONCRETE SLAB AND SKATE PARK ELEMENTS



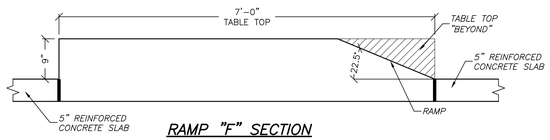
RAMP "D" SECTION
SCALE – N.T.S.



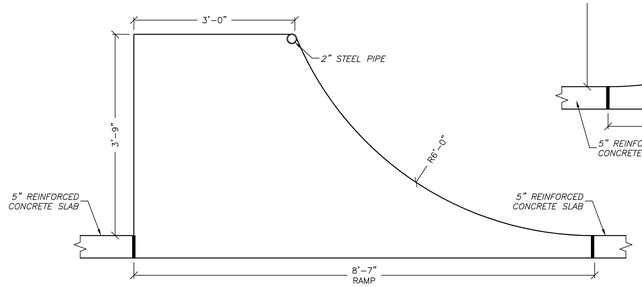
RAMP "E" SECTION
SCALE – N.T.S.



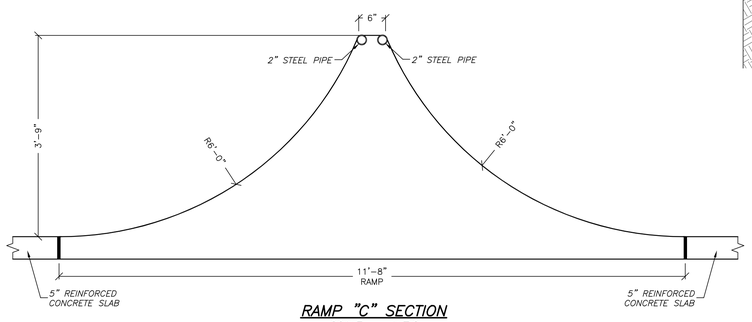
RAMP "A" SECTION
SCALE – N.T.S.



RAMP "F" SECTION
SCALE – N.T.S.



RAMP "B" SECTION
SCALE – N.T.S.



RAMP "C" SECTION
SCALE – N.T.S.

ATTENTION!
REPRODUCTION OF THIS DRAWING MAY HAVE CAUSED DISTORTION

REVISIONS		
#	Date	Comment
1	--	--

PERMIT SET

Gagliano Engineering, Inc. - (719) 547-7073
MAIL: P.O. Box 2520, Pueblo, CO 81004
OFFICE: 1740 Eagleridge Blvd. Suite #150, Pueblo, CO 81008

COLORADO REGISTERED 37210 02/12/25 PROFESSIONAL ENGINEER

VINEWOOD SKATE PARK
RAMP PLAN
3832 CANTERBURY LN.
PUEBLO, CO 81005

PROJECT NO.: 2024-193
DRAWN BY: jdg
CHECKED BY: jvg
SCALE: as shown
DRAWING NO.: 2024-193Fnd.dwg
DATE: 02/12/25
SHEET NO.: S1

EXHIBIT B
ACKNOWLEDGEMENT AND RELEASE AGREEMENT – CITY OF PUEBLO

In consideration of the City of Pueblo ("City") permitting Volunteer access to City property ("Project Site") for the purposes of participating in Morning Star Creations Inc.'s Great Push Project ("Project"), Volunteer acknowledges and agrees as follows:

1. I understand that I am not a City employee; I am not entitled to any benefits as a city employee; I shall not be paid any amounts by City with respect to the Project; and I am not covered by City's Worker's Compensation Insurance for any injury or loss.

2. I fully understand that my participation in the Project including expressly performance of construction and other activities at the Project Site are dangerous and involve risk of serious injury, death, and/or property damage.

3. The City and its officers, employees, agents, and independent contractors, ("Released Parties") make no representations, promises or guarantees as to the quality, standard, safety, or fitness of Project or Project Site, for any purpose whatsoever.

4. The Released Parties make no representations, promises or guarantees as to the availability, sufficiency, quantity, quality, standard, or fitness of any safety measures that may or may not be present at the Project Site, including but not limited to guard rails, barriers, signs, instruction, equipment, supervision, first aid, police officers, firefighters, and emergency medical technicians available to respond to the Volunteer's requests, or other personnel and devices to promote safety, prevent injuries, or treat injuries.

5. The Released Parties do not assume or undertake any duty of care or safety toward Volunteer, including but not limited to any duty to prevent injury, death, or property damage or loss to Volunteer or to make the Project Site reasonably safe for Volunteer's presence, use or activities. The Released Parties expressly disclaim any such duty. Volunteer is solely responsible for his or her own safety and care.

6. Volunteer forever releases and waives any and all claims, known and unknown, presently existing or arising in the future, and any suit or action in law or equity against the Released Parties in any court or tribunal, based on contract, tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, costs, or property damage or loss that Volunteer may suffer, as a result of Volunteer's presence at the Project Site and participation in the Project.

7. This Acknowledgement and Release Agreement shall be binding on Volunteer and his or her heirs, personal representatives, executors, assigns, guardians, conservators, next friend, and attorneys.

I HAVE READ THE FOREGOING ACKNOWLEDGEMENT AND RELEASE AGREEMENT. I UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I SIGN THIS AGREEMENT VOLUNTARILY AND WITHOUT ANY COERCION OR INDUCEMENT OTHER THAN THE CONSIDERATION STATED IN THE AGREEMENT.

VOLUNTEER'S NAME (PLEASE PRINT)	VOLUNTEER'S AGE
VOLUNTEER'S SIGNATURE	DATE SIGNED

PARENT OR LEGAL GUARDIAN ACKNOWLEDGEMENT (IF UNDER THE AGE OF 18)

I represent and warrant that I am the parent or legal guardian of the individual who signed the foregoing Acknowledgement and Release Agreement ("Minor") and that I have received, read, and understood the foregoing Acknowledgement and Release Agreement. I fully consent to and voluntarily authorize the Minor to execute said Acknowledgement and Release Agreement and agree all provisions of the foregoing provisions of the Acknowledgement and Release Agreement shall be regarded as made by me on behalf of the Minor and shall be binding on me and the Minor.

NAME (PLEASE PRINT)	RELATION TO MINOR
SIGNATURE	DATE SIGNED

Docusign Envelope ID: 168A81A9-C9FC-886B-8238-7ACD8F69696C

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 11, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Joe Latino, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO MAD FRESH PRODUCTIONS IN THE AMOUNT OF $2,500 TO SPONSOR THE 4TH ANNUAL HIP HOP FESTIVAL AT 11:00 AM AT MINERAL PALACE PARK ON SATURDAY, JULY 18, 2026

SUMMARY:

Attached for consideration is a request for support of Mad Fresh Productions in the amount of $2,500 to sponsor the 4th Annual Hip Hop Festival at 11:00 AM at Mineral Palace Park on Saturday, July 18, 2026.

PREVIOUS COUNCIL ACTION:

Council supported this event in 2025 for $2,500, in 2024 for $2,000, and in 2023 for $1,500.

BACKGROUND:

City Council Member Joe Latino is requesting $2,500 to sponsor Mad Fresh Productions 4th Annual Hip Hop Festival. The free event will take place on July 18, 2026, starting at 11:00 AM at Mineral Palace Park.

Their mission is to harness the transformative power of the arts to build bridges between communities and inspire future leaders. Through innovative programs that integrate culture, movement, music, design, and storytelling, they aim to foster inclusive spaces where diversity is celebrated, individual voices are elevated, and meaningful connections span across age groups. Their work promotes holistic wellness while empowering the next generation through creative expression.

The Annual Hip Hop Festival is a free, family-friendly community event, organized wit the goal of uplifting and empowering youth through culturally responsive arts programming. The festival has become a trusted space for creativity, connection, and positive

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engagement, and serves young people—particularly those from historically underserved communities—by providing safe, inclusive opportunities to build confidence, leadership skills, and positive peer connections through hip-hop culture.

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 Mad Fresh Productions.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Joe Latino.

ATTACHMENTS:

1. Sponsorship Request Packet - Mad Fresh - Hip Hop Festival
2. SOS - Mad Fresh Productions - 3.20.26
3. 2026 Contingencies (Council) Mad Fresh - Summer Hip Hop Festival

Docusign Envelope ID: 168A81A9-C9FC-886B-8238-7ACD8F69696C

RESOLUTION NO. 16325

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO MAD FRESH PRODUCTIONS IN THE AMOUNT OF $2,500 TO SPONSOR THE 4TH ANNUAL HIP HOP FESTIVAL AT 11:00 AM AT MINERAL PALACE PARK ON SATURDAY, JULY 18, 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 Mad Fresh Productions to sponsor the 4th Annual Hip Hop Festival at 11:00 AM at Mineral Palace Park on Saturday, July 18, 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: May 11, 2026

BY: Roger Gomez
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: Clyde Bishop F1C1AF8727B149A...
CITY CLERK

Sponsorship Request

03/19/2026 1:54 PM (MDT)

Sponsorship Request

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

Please share the councilor(s) you have reached out to regarding your Sponsorship Request	Joe Latino, Ted Hernandez
Requestor Name	Valerie Martinez
Date	03/18/2026
Requestor Phone	[redacted]
Requestor Email	[redacted]
Business/Organization Name	Mad Fresh Productions
Organization Website	madfreshproductons.org
Please share your business or organizations mission/goals	We harness the transformative power of the arts to build bridges between communities and inspire future leaders. Through innovative programs that integrate culture, movement, music, design, and storytelling, we foster inclusive spaces where diversity is celebrated, individual voices are elevated, and meaningful connections span across age groups. Our work promotes holistic wellness while empowering the next generation through creative expression.
Sponsorship request for	Event
Requested Amount	$2500
Please share the total cost to host this event last year. (If this is the first time this event has taken place, please provide the estimated total for this year.)	$17,150
Describe how contribution will be used	The funds will fund operating costs for the festival. Breakdance Judges $600 3 judges at $200 a piece Breakdance Prizes $1,100 1st and 2nd Adults, 1st and 2nd Kids, Bboy other competitions Breakdance DJ $500 Specialized DJ for battle Festival DJ $500 DJ for 7 hours Sound/Sound Engineer $1,000 Speakers/Mics/engineer Portopotties $700 3-5 including handi-capped

	Insurance $200 Event insurance Marketing $4,000 Flyers, posters, billboards, social media, banners Street Art Boards $600 Masonite boards, 100 stakes, screws, fence cover to prevent over spray Street Art Prizes $1,500 1st, 2nd, 3rd Adults....1st, 2nd, 3rd Kids Legal Fees $150 City Fees Stage 1 $1,000 Main Stage- set up and tear down Stage 2 area $1,000 2nd stage area/sound/tents/tables Youth Workshop Fees $1,000 Youth Workshops at Festival (DJ, Breakdance, Street Art, Spoken Word) Emcee Battle $100 1st place battle winner DJ Battle $100 1st place battle winner Tables & Chairs $600 Table & Chair rental for families Total 14,650
Event Title	4th Annual Hip Hop Festival
Event Date	07/18/2026
Event Time	11:00 AM (MDT)
Event Location	1600 N Santa Fe Ave, Pueblo, CO 81003
Admission to this event is	Free
Event Description:	We are excited to announce our upcoming 4th Annual Hip-Hop Festival, taking place on Saturday, July 18th at Mineral Palace Park in Pueblo, Colorado. This free, family-friendly community event uplifts and empowers youth through culturally responsive arts programming and has become a trusted space for creativity, connection, and positive engagement. The festival serves young people—particularly those from historically underserved communities—by providing safe, inclusive opportunities to build confidence, leadership skills, and positive peer connections through hip-hop culture.
Does your organization hold multiple events per year?	Yes
If yes, please list the event titles and a short description.	8th Annual Multicultural Festival: The annual Multicultural Festival brings thousands of people together in Pueblo — families, artists, neighbors and participants statewide — to celebrate the beauty of our diverse cultures.
Sponsorship Benefits	$2,500 – Supporting Sponsor Logo placement on one (1) billboard (smaller than Title Sponsor) Logo placement on four (4) event banners (smaller than Title Sponsor) Logo placement on 2,500 flyers distributed throughout Pueblo and Colorado Springs Logo placement on 50 posters Shout-out and recognition across all Mad Fresh Productions digital platforms Verbal recognition during the event On-site booth space at the festival Recognition on Mad Fresh Productions' website
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	The Colorado Health Foundation, El Pomar Foundation, Three Corners, Cobalt,

entities are you requesting funding from?	Birdseed Collection LLC.
What population(s) does your organization primarily serve?(multi select)	• Disadvantaged – low income • Youth • Adults • Families • LGBTQ+ • Persons with disabilities
How many individuals did your organization serve last year?	Thousands
Please upload supporting documents such as sponsorship request letter, event flyer etc.	HIP HOP 2026 FLYER.pdf HIP HOP 2026 #2.pdf 2026 HIP HOP MAIN.pdf

Payment Details

Make check payable to	Mad Fresh Productions
Address	1425 E 19TH ST PUEBLO, CO 81001
Phone Number	719-491-3493

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


4th Annual
HIP-HOP FESTIVAL
Free!
FAMILY
FUN
Mineral Palace
Park-Pueblo
11:00AM - 7:00PM
SATURDAY
18
JULY
BREAKDANCE
Battle
GRAFFITI
Battle
EMCEE
Battle
DJ
Sessions
MADFRESHPRODUCTIONS.ORG
MUSIC | VENDORS | FOOD TRUCKS


JULY 18
2026
SUMMER
HIP-HOP
FESTIVAL
BREAKiN BATTLES
JUDGES
JUDGE 1
JUDGE 2
JUDGE 3
CUBA
JUDGE 2
JUDGE 3
ADULT 1v1
BREAK BATTLE
1st Place - $300
2nd Place - $150
YOUTH 2v2
BREAK BATTLE
1st Place - $400
2nd Place - $150
LONGEST HEADSPIN
$50
CONSECUTIVE WINDMILLS
CONTEST $50
SIGN UP AT:
MadFreshProductions.org
MINERAL PALACE PARK
PUEBLO, COLORADO


MAD FRESH PRODUCTIONS
4TH ANNUAL
SUMMER
HIP-HOP
FESTIVAL
FOOD-VENDORS-COMPETITIONS
JULY
18 TH
FREE
EVENT
MINERAL PALACE PARK- PUEBLO, CO
FREE INTERACTIVE TENT WITH HANDS ON GUIDED
DJ SCRATCHING LESSONS
MadFresh.Org

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,

Mad Fresh Productions

is a

Nonprofit Corporation

formed or registered on 04/17/2023 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 20231412346 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/19/2026 that have been posted, and by documents delivered to this office electronically through 03/20/2026 @ 14:05:09 .

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 03/20/2026 @ 14:05:09 in accordance with applicable law. This certificate is assigned Confirmation Number 18342754 .

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~~ *Event Cancelled*		$ 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
4/27/26	Pueblo Conservancy District: Levee Artists - A Meet & Greet		$ 1,000.00		$ 70,700.00
4/27/26	The HARP Foundation - Rollin on The Riverwalk		$ 3,500.00		$ 67,200.00
4/27/26	CSF Fiesta Committee - Scholarship Pageant		$ 2,500.00		$ 64,700.00
5/11/26	Mad Fresh - Summer Hip Hop Festival		$ 2,500.00		$ 62,200.00
					$ 62,200.00
					$ 62,200.00

DATE	BALANCE IN 2025 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
					$ 62,200.00
					$ 62,200.00
					$ 62,200.00
					$ 62,200.00
					$ 62,200.00
					$ 62,200.00
					$ 62,200.00
					$ 62,200.00

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 11, 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 CREATIVE CONSORTIUM OF PUEBLO (WITH FISCAL SPONSOR FRIENDLY HARBOR) IN THE AMOUNT OF $3,000 TO SPONSOR THEIR PROGRAM "MY NAME IS" AN ARTS-BASED YOUTH DOCUMENTARY STARTING ON MONDAY, JULY 13TH, 2026

SUMMARY:

Attached for consideration is a request for support of Creative Consortium of Pueblo with their fiscal sponsor as Friendly Harbor in the amount of $3,000 to sponsor their program "My Name Is", an Arts-based Youth Documentary starting on Monday, July 13th, 2026.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Member Selena Ruiz-Gomez is requesting $3,000 to sponsor Creative Consortium of Pueblo's program "My Name Is", an Arts-based Youth Documentary. The program will begin Monday, July 13th, 2026.

The goal of "My Name Is" is to provide a free one-year program to 100 marginalized, disadvantaged Pueblo kids ages 9-15 that directly decreases their risk of suicide, criminal behavior, substance abuse, and increases their self-confidence, hopefulness and social and academic skills. Kids will meet in groups of 10 with one artist, an assistant, and filmmakers for 2 hours every week. Some locations include: El Centro del Quinto Sol, PCC, Arts Alliance, Art Guild, Sangre de Cristo Arts Center, SRDA, Jace's Place, Lucero Library, Rawlings Library, Barkman Library, and some local schools.

During these sessions, participants will engage in art activities while also learning social

skills, building group cohesion, finding mentors, and feel heard and nurtured while having fun creating a documentary with professional filmmakers. The documentary will be shown at the Sangre de Cristo theater and at film festivals, bringing pride and recognition to the kids, their parents, and the citizens of Pueblo Colorado and beyond.

Sponsorship funds will be used to provide healthy snacks and meals for participants and their parents. The cost to complete the project is $272,778. As of May 6, 2026, $12,715 in funding has been secured with $10,000 from the Jackson Foundation and $2,715 in individual donations.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of $3,000 would be paid from the Council Contingencies Account in the 2026 General Fund Budget to Friendly Harbor, acting as the fiscal sponsor of Creative Consortium of Pueblo.

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 - Creative Consortium - My Name Is
2. SOS - Friendly Harbor - 4.8.26
3. 2026 Contingencies (Council) Creative Consortium Friendly Harbor - My Name Is

RESOLUTION NO.

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO CREATIVE CONSORTIUM OF PUEBLO (WITH FISCAL SPONSOR FRIENDLY HARBOR) IN THE AMOUNT OF $3,000 TO SPONSOR THEIR PROGRAM “MY NAME IS” AN ARTS-BASED YOUTH DOCUMENTARY STARTING ON MONDAY, JULY 13TH, 2026

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $3,000 from the Council Contingencies Account in the 2026 General Fund Budget is authorized to be paid to Creative Consortium of Pueblo (With Fiscal Sponsor Friendly Harbor) to sponsor their program “My Name Is” an Arts-based Youth Documentary starting on Monday, July 13th, 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: May 11, 2026

BY: Joe Latino
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Sponsorship Request

03/24/2026 9:49 AM (MDT)

Sponsorship Request

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

Please share the councilor(s) you have reached out to regarding your Sponsorship Request	Selene Ruiz-Gomez
Requestor Name	Elissa Ball
Date	03/23/2026
Requestor Phone	[redacted]
Requestor Email	[redacted]
Business/Organization Name	Creative Consortium of Pueblo with Friendly Harbor as fiscal sponsor
Organization Website	Creativeconsortiumofpueblo.com
Please share your business or organizations mission/goals	Creative Consortium's overarching goal is to promote art and artists and benefit the Pueblo economy and community health via art.
Sponsorship request for	Program
Requested Amount	$5000
Please share the total cost to host this event last year. (If this is the first time this event has taken place, please provide the estimated total for this year.)	Total to provide project $272,000
Describe how contribution will be used	If granted $5000, we would use $3,744 on after-school healthy snacks for 100 kids for 48 weeks. The remainder could contribute to our monthly meals with the kids and parents to strengthen their bonding, reduce financial stress, and build relationships with our staff. If preferred, we need help with art supplies.
Program Title	"My Name Is" an Arts-based Youth Documentary Empowerment Program

Location	10 kids, ages 9-15 will meet with an artist, group assistant, filmmakers and subject experts as close to their homes or schools as possible. Locations include: El Centro del Quinto Sol, PCC, Arts Alliance, Art Guildl, Sangre de Cristo Arts Center, SRDA, Jace's Place, Lucero Library, Rawlings Library, Barkman Library, and some local schools
Participation Fee	$0.00
What population does this program serve?	we are selecting for kids at increased risk of suicide, criminal behavior, substance misuse, mental health disorders, and/or ongoing cylcles of poverty.
Program Description	The goal of our "My Name Is" Art-based Youth Documentary Empowerment program is to provide a free one year program to 100 marginalized, disadvantaged Pueblo kids ages 9-15 that directly decreases their risk of future suicide, criminal, substance using behaviors and increases their self-confidence, hopefulness and social and academic skills. Kids will meet in groups of 10 with one artist, an assistant, and filmmakers for 2 hours every week, engage in art activites while also learning social skills, building group cohesion, finding mentors, feeling heard and nurtured and having fun, and creating a documentary with professional filmmakers. .Watching the documentary at the Sangre de Cristo theater will bring pride to the kids, parents, and Pueblo citizens and via presentation at film festivals will gain recognition for Pueblo in Colorado and beyond.
Sponsorship Benefits	Recognition by the community of city support for a valuable community project. City Logo will go one publications and city will be given credit in public presentations.
Company/Organization Classification	• Other
If other, please explain	we are an entirely volunteer group, using Friendly Harbor as our fiscal sponsor for all official activities
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?	Robert Wood Johnson Foundation, Robt Hoag Rawlings foundation, Jackson Foundation, United Way of Pueblo County, Southern Colorado Community Foundation, Caring for Colorado
What population(s) does your organization primarily serve?(multi select)	• Youth • Disadvantaged – low income • LGBTQ+ • Persons with disabilities
How many individuals did your organization serve last year?	200+

Payment Details

Make check payable to	Friendly Harbor account for Creative Consortium of Pueblo

Address	2715 N. Grand Ave, Pueblo, CO 81003
Phone Number	719-214-6081

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**



We are looking for artists to participate in a one year art-based documentary empowerment program for youth ages 9-15. A core element of the program is art and creative expression. Students will collaborate with artists to visually storyboard their thoughts and experiences using a variety of artistic mediums. Throughout the year, these youth will be engaged in a creative process that integrates artistic expression, dialogue, and documentary filmmaking. Program activities will focus on individual and group exploration of identity, belonging, cultural heritage, creative agency, resilience and well-being. Groups will work on both individual and collaborative projects, facilitating healthy and supportive peer relationships.

Small groups will meet 2 hours/week after school with one artist, a group assistant, and sometimes filmmakers. Subject experts will join groups for 15-45 minute time periods.

The Artist is responsible for:

- engaging children in artistic activities that help them gain creative and technical skill,
- collaborating with the group assistant and filmmakers to create a learning environment that:
    - is culturally responsive,
    - facilitates mentorship and relationship development,
    - highlights the children's voices, ideas, interests, and emerging self,
    - leads to self-confidence in self-expression, and
    - children experiencing a strong sense of belonging.
- joining group in ~4 field trips/year,
- planning and supporting exhibitions of group's artwork ~every 6 weeks

Artist selection will be based on artistic, teaching, and communication skill, and on demographics and lived experience consistent with the youth population. This will provide these youth with access to a large and diverse choice of potential mentors

Information meeting/Q&A:

March 9, 6pm-7pm
@Rawlings library, Brett Kelly A room
(First floor to the right of the stairway)

Resources

- Artist application
- More information
- Volunteer application
- Donations

March 31 is the deadline for artists to apply. Applications will be available at the information session or via the link above.

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,

FRIENDLY HARBOR

is a

Nonprofit Corporation

formed or registered on 04/16/1996 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 19961052038 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/07/2026 that have been posted, and by documents delivered to this office electronically through 04/08/2026 @ 15:05:19 .

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 04/08/2026 @ 15:05:19 in accordance with applicable law. This certificate is assigned Confirmation Number 18417337 .

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~~ *Event Cancelled*		$ 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
4/27/26	Pueblo Conservancy District: Levee Artists - A Meet & Greet		$ 1,000.00		$ 70,700.00
4/27/26	The HARP Foundation - Rollin on The Riverwalk		$ 3,500.00		$ 67,200.00
4/27/26	CSF Fiesta Committee - Scholarship Pageant		$ 2,500.00		$ 64,700.00
5/11/26	Mad Fresh - Summer Hip Hop Festival		$ 2,500.00		$ 62,200.00
5/11/26	Creative Consortium/Friendly Harbor - My Name Is		$ 3,000.00		$ 59,200.00
					$ 59,200.00
					$ 59,200.00

DATE	BALANCE IN 2025 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
					$ 59,200.00
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					$ 59,200.00

Docusign Envelope ID: 168A81A9-C9FC-886B-8238-7ACD8F69696C

City Clerk's Office Item # Q3

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 11, 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 LIBRARY FOUNDATION IN THE AMOUNT OF $2,000 TO SPONSOR THE SUMMER READING PROGRAM AND BOOK LOVERS BALL WITH THE SUMMER READING PROGRAM TAKING PLACE JUNE 1 - JULY 31, 2026, AT ALL 8 LIBRARY BRANCHES, AND THE BOOK LOVERS BALL TAKING PLACE AT RAWLINGS LIBRARY ON NOVEMBER 13TH, 2026

SUMMARY:

Attached for consideration is a request for support of Pueblo Library Foundation in the amount of $2,000 to sponsor the Summer Reading Program from June 1 through July 31st at all 8 library branches, and the Book Lovers Ball at Rawlings Library on November 13th, 2026.

PREVIOUS COUNCIL ACTION:

Council supported the Book Lovers Ball in 2017 for $800, in 2024 for $1,750, and in 2025 for $2,000.

BACKGROUND:

City Council Member Selena Ruiz-Gomez is requesting $2,000 to sponsor Pueblo Library Foundation's Summer Reading Program and Book Lovers Ball. The Summer Reading Program will be offered at all 8 Library branches June 1 - July 31, 2026, and the Book Lovers Ball will be held at Rawlings Library on November 13th, 2026.

Docusign Envelope ID: 168A81A9-C9FC-886B-8238-7ACD8F69696C

FINANCIAL IMPLICATIONS:

The Summer Reading Program provides fun, educational programs and great prizes to help children and teens enjoy reading and stay engaged during the summer months. This program is very impactful in our community, providing educational ways for children, teens and parents to maintain and improve reading skills, develop a love of reading and start the practice of lifelong learning. In 2025, hundreds of community members participated in their Summer Reading Kickoff. The Summer Reading program is crucial in helping youth stay engaged in reading throughout the summer. By creating a fun game board and offering prizes for each completed board (including coupons from local businesses and organizations, weekly grand prize drawings and a free book each month), they keep kids excited and motivated to participate all summer long. Last year they received an impressive 11,489 game boards from participants aged 0-18, a testament to the program's impact.

During All Pueblo Reads, the library provides books to students in Pueblo schools, brings an author for school programs, hosts six weeks of free activities at all eight library branches and brings a celebrated author for a free public talk in addition to the Booklovers Ball. In 2025, more than 12,000 people participated in the program, reflecting the strong support and enthusiasm for reading in Pueblo. At the end of All Pueblo Reads the library hosts the All Pueblo Reads author at the Booklovers Ball (Nov. 13) and public author talk (Nov. 14). Proceeds from the Booklovers Ball support literacy and learning in our community, helping people change their lives through reading.

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 Library Foundation - Booklovers Ball & Summer Reading
2. SOS - Pueblo Library Foundation - 4.22.26
3. 2026 Contingencies (Council) Pueblo Library Foundation - Booklovers Ball & Summer Reading

Docusign Envelope ID: 168A81A9-C9FC-886B-8238-7ACD8F69696C

RESOLUTION NO. 16326

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO PUEBLO LIBRARY FOUNDATION IN THE AMOUNT OF $2,000 TO SPONSOR THE SUMMER READING PROGRAM AND BOOK LOVERS BALL WITH THE SUMMER READING PROGRAM TAKING PLACE JUNE 1 - JULY 31, 2026, AT ALL 8 LIBRARY BRANCHES, AND THE BOOK LOVERS BALL TAKING PLACE AT RAWLINGS LIBRARY ON NOVEMBER 13TH, 2026

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $2,000 from the Council Contingencies Account in the 2026 General Fund Budget is authorized to be paid to Pueblo Library Foundation to sponsor the Book Lovers Ball at Rawlings Library on November 13, 2026, and the Summer reading program from June 1 through July 31st at all Library Branches.

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: May 11, 2026

BY: Roger Gomez
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: Clyde Bishop F1C1AF8727B149A...
CITY CLERK

Sponsorship Request

04/17/2026 3:45 PM (MDT)

Sponsorship Request

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

Please share the councilor(s) you have reached out to regarding your Sponsorship Request	Selena Ruiz-Gomez
Requestor Name	Gloria Madrill
Date	04/17/2026
Requestor Phone	[redacted]
Requestor Email	[redacted]
Business/Organization Name	Pueblo Library Foundation
Organization Website	https://www.pueblolibrary.org/
Please share your business or organizations mission/goals	The Pueblo Library Foundation was established to partner with the people of Pueblo County to support Pueblo City-County Library District's high-quality cultural and literacy programming efforts. Our library system is committed to inspiring our patrons, expanding the imaginations of children and adults, and providing relevant, quality information.
Sponsorship request for	Event
Requested Amount	2000
Please share the total cost to host this event last year. (If this is the first time this event has taken place, please provide the estimated total for this year.)	The cost for Summer Reading is $25,000 and All Pueblo Reads/Booklovers Ball is $25,000.
Describe how contribution will be used	Sponsorship funds in support of Summer Reading will be used to purchase prizes given to kids participating in the program including books, snacks and weekly grand prizes. Sponsorships also help bring performers to libraries during the summer for free youth programs. Sponsorship funds in support of the Booklovers Ball, a program of All Pueblo Reads, supports the purchase of books and helps the library bring acclaimed authors to Pueblo. The library hosts author talks at District 60 and 70 schools, a free public author talk and talk at Booklovers Ball. Proceeds from the Booklovers Ball support

	literacy and learning in our community, helping people change their lives through reading.
Event Title	2026 Summer Reading Program and 2026 Booklovers Ball, A Program of All Pueblo Reads
Event Date	06/01/2026
Event Time	9:00 AM (MDT)
Event Location	Summer Reading and All Pueblo Reads programming is held through all eight library branches. The Booklovers Ball is held at Rawlings Library.
Admission to this event is	Free
Event Description:	The Summer Reading Program provides fun, educational programs and great prizes to help children and teens enjoy reading and stay engaged during the summer months. This program is very impactful in our community, providing educational ways for children, teens and parents to maintain and improve reading skills, develop a love of reading and start the practice of lifelong learning. In 2025, we were thrilled to see hundreds of community members come together for our Summer Reading Kickoff. The Summer Reading program is crucial in helping youth stay engaged in reading throughout the summer. By creating a fun game board and offering prizes for each completed board (including coupons from local businesses and organizations, weekly grand prize drawings and a free book each month), we were able to keep the kids excited and motivated to participate all summer long. Last year we received an impressive 11,489 game boards from participants aged 0-18, a testament to the program's impact. The Summer Reading Program is held from June 1 through July 31. All Pueblo Reads literacy project is designed to get everyone in Pueblo County reading and discussing one book at the same time. All Pueblo Reads is held from October 1 through mid-November. During All Pueblo Reads, the library provides books to students in Pueblo schools, brings an author for school programs, hosts six weeks of free activities at all eight library branches and brings a celebrated author for a free public talk in addition to the Booklovers Ball. In 2025, more than 12,000 people participated in the program, reflecting the strong support and enthusiasm for reading in Pueblo. At the end of All Pueblo Reads the library hosts the All Pueblo Reads author at the Booklovers Ball (Nov. 13) and public author talk (Nov. 14). Proceeds from the Booklovers Ball support literacy and learning in our community, helping people change their lives through reading.
Does your organization hold multiple events per year?	No
Sponsorship Benefits	Sponsor Benefits at the $2,000 Gold Level include: Name in three editions of the program guide for each program (six total), Name on program website for Summer Reading and then All Pueblo Reads in the fall, Recognition during Summer Reading Kickoff and Booklovers Ball, Name on Summer Reading game board and Booklovers Ball marketing, and Corporate table of 10 for the Booklovers Ball. Note: recognition on the Summer Reading material includes logo recognition in place of name recognition.
Company/Organization Classification	• Non-Profit
Is your organization currently in good standing with the Secretary of State?	Yes

Have you applied for CSAC funding?	No
What other organizations or entities are you requesting funding from?	Sponsorship requests were sent to businesses and organizations throughout Pueblo County. We currently have fifteen businesses/organizations and two individuals helping at various sponsor levels.
What population(s) does your organization primarily serve?(multi select)	• Youth • Adults • Families • Senior Citizens • Disadvantaged – low income • Unhoused individuals • LGBTQ+ • Persons with disabilities • Veterans • Other • Individuals with substance abuse disorders
If other selected, please explain	Pueblo City-County Library District serves all Pueblo County citizens.
How many individuals did your organization serve last year?	Pueblo City-County Library District welcomed more than 589,000 visitors to our libraries in 2025.
Please upload supporting documents such as sponsorship request letter, event flyer etc.	City of Pueblo 2026 Sponsorship Request.pdf City of Pueblo Ltr - Update on 2025 Program.pdf

Payment Details

Make check payable to	Pueblo Library Foundation
Address	Pueblo Library Foundation 100 E. Abriendo Ave. Pueblo, CO 81004
Phone Number	719-553-0221

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

PUEBLO CITY-COUNTY Library District

PUEBLO LIBRARY Foundation

February 17, 2026

City of Pueblo
One City Hall Place
Pueblo, CO 81003

Dear Mayor Graham and Pueblo City Council Members,

On behalf of the Pueblo City-County Library District, I would like to extend our heartfelt gratitude for your generous sponsorship of our 2025 Summer Reading Program and the Booklovers Ball, a program of All Pueblo Reads. Your commitment to literacy and community engagement has been the cornerstone of our success this past year.

In 2025, with the Summer Reading Program, we transformed the library into a vibrant hub of artistic exploration. The "Color Our World" theme encouraged participants to see literacy through a creative lens.

- **Community Launch:** We kicked off the season with hundreds of attendees for the Summer Reading Kickoff Event, setting a high-energy tone for the months to follow.
- **The Power of Play:** To combat the "summer slide" and keep kids engaged in reading throughout the summer we utilized an interactive game board system where kids could earn free books, prizes, weekly coupons and the opportunity to win weekly grand prizes. With your help we turned literacy into a rewarding summer-long adventure.
- **Unprecedented Engagement:** Our youth participants (ages 0–18) submitted a staggering **11,489 completed game boards**, demonstrating a deep and sustained interest in reading.

In the fall, All Pueblo Reads, bridged the gap between generations by featuring two world-class authors whose works explored the intersection of music and the human experience.

- **Bringing Authors to our Community:** In 2025, we brought Brendan Slocumb author of “The Violin Conspiracy” and Jack Wong illustrator of the children's book “The Music Inside Us” to Pueblo. These authors inspired thousands of District 60 and 70 students with school visits. Mr. Slocumb was the keynote speaker for two other public talks.
- **Bringing books and program material to the Classroom:** With your support we brought the All Pueblo Reads books and program material to District 60 and District 70 classrooms.
- **More than 12,000 people participated in this year’s program.**
- **Supported Future Library Initiatives by helping raise a net total of more than $37,000 at the Booklovers Ball featuring author Brendan Slocumb.**

Thank you for being an invaluable partner in our mission to promote lifelong learning. We look forward to the wonderful things we can achieve together in the coming year.

Warmest regards,

Nick Potter
Executive Director of Library Foundation and Strategic Initiatives
Pueblo City-County Library District

100 E. Abriendo Ave.
Pueblo, CO 81004-4232
(719) 562-5600
www.pueblolibrary.org

LIBRARIES

Barkman Library
Greenhorn Valley Library
Lamb Library
Library @ the Y
Patrick A. Lucero Library
Pueblo West Library
Rawlings Library
Tom L & Anna Marie Giodone Library

COMMUNITY SATELLITES

Avondale Elementary School
Beulah School of Natural Sciences
CSU Pueblo Library
Pueblo Community College Library

PUEBLO CITY-COUNTY Library District

PUEBLO LIBRARY Foundation

100 E. Abriendo Ave.
Pueblo, CO 81004-4232
(719) 562-5600
www.pueblolibrary.org

March 10, 2026

City of Pueblo
One City Hall Place
Pueblo, CO 81003

Dear Mayor Graham and Pueblo City Council Members,

Because of partners like the City of Pueblo, the Pueblo City-County Library District (PCCLD) remains a cornerstone of growth and opportunity for our residents. Thank you for your past support, it has been instrumental in fostering a culture of reading across Pueblo County.

As we look toward 2026, we would be honored to partner with you again. This year, we are focusing our efforts on two cornerstone initiatives that bridge the gap between literacy and community engagement:

- **The Summer Reading Program:** Our largest annual outreach, ensuring students and families stay engaged with learning during the summer months.
- **The Booklovers Ball (All Pueblo Reads):** A premier community event that celebrates the power of literature and raises vital funds for library excellence.

The Impact of Your Support: Proceeds from these sponsorships do more than just fund events, they provide the tools for our neighbors to change their lives through literacy. Whether it's a child discovering their first favorite book or an adult gaining new skills, your sponsorship makes that "aha!" moment possible.

Next Steps: To ensure sponsors are recognized in our **Summer Reading marketing materials**, please return the enclosed form or contact Gloria Madrill at gloria.madrill@pueblolibrary.org by **Friday, April 17.**

We value your commitment to Pueblo's future. If you have any questions or need additional information, please reach out to Gloria Madrill or Nick Potter.

Sincerely,





Nick Potter
Executive Director of the Library Foundation
& Strategic Initiatives
nick.potter@pueblolibrary.org
(719) 562-5605

Gloria Madrill
Community Relations &
Development Specialist
gloria.madrill@pueblolibrary.org
(719) 553-0221

LIBRARIES

Barkman Library
Greenhorn Valley Library
Lamb Library
Library @ the Y
Patrick A. Lucero Library
Pueblo West Library
Rawlings Library
Tom L & Anna Marie Giodone Library

COMMUNITY SATELLITES

Avondale Elementary School
Beulah School of Natural Sciences
CSU Pueblo Library
Pueblo Community College Library



2026

Sponsorship OPPORTUNITIES

UNEARTH A STORY™

SUMMER READING 2026
JUNE 5–JULY 31

PUEBLO CITY-COUNTY Library District

PUEBLO LIBRARY Foundation

www.pueblolibrary.org
(719) 562-5600

Here's what we're doing!



SUMMER READING

Summer Reading at the library provides hundreds of programs and educational events for children during the summer. This year we want to bring the joy of reading to even more kids. To achieve that goal, this year's dino-mite program will include eight weeks of high-quality national and local performers to encourage children throughout Pueblo County to keep reading this summer. We want children and adults to unearth their excitement for reading this summer!

Your generous sponsorship allows us to provide these activities to the children of Pueblo and supports the library's mission of encouraging the joy of reading, supporting lifelong learning and presenting access to information from around the world.

SUMMER READING 2026
JUNE 5–JULY 31

UNEARTH A STORY™

ALL PUEBLO READS & BOOKLOVERS BALL

All Pueblo Reads literacy project is designed to get everyone in Pueblo County reading and discussing one book at the same time. During 2025's event, thousands of participants took part in the community-wide program.

All Pueblo Reads provides classroom copies of books to students in Pueblo schools, hosts six weeks of free activities at all eight library branches and brings a celebrated author, whose book you'll really sink your teeth into, for a free public talk in addition to the exclusive Booklovers Ball.

SPONSORSHIP LEVELS

BRONZE

$300 for Summer Reading or Booklovers Ball

$500 for *BOTH* programs ***Savings of $100!***

- Name in three editions of the program guide
- Name on program website
- Recognition during Summer Reading Kickoff and/or Booklovers Ball
- Name on Summer Reading game board and/or Booklovers Ball marketing
- Virtual access to the Booklovers Ball and two copies of featured book**

SILVER

$550 for Summer Reading or Booklovers Ball

$1,000 for *BOTH* programs ***Savings of $100!***

- Name in three editions of the program guide*
- Name on program website*
- Recognition during Summer Reading Kickoff and/or Booklovers Ball
- Name on Summer Reading game board and/or Booklovers Ball marketing*
- Virtual access to the Booklovers Ball and four copies of featured book**

GOLD

$550 for Summer Reading

$1,750 for Booklovers Ball

$2,000 for *BOTH* programs ***Savings of $300!***

- Name in three editions of the program guide*
- Name on program website*
- Recognition during Summer Reading Kickoff and/or Booklovers Ball
- Name on Summer Reading game board and/or Booklovers Ball marketing*
- Corporate table of 10 for the Booklovers Ball**

PLATINUM

$550 for Summer Reading

$2,000 for Booklovers Ball

$2,250 for *BOTH* programs ***Savings of $300!***

- Logo inclusion in three editions of the program guide
- Logo Inclusion on program website
- Logo inclusion on social media postings, page header for Summer Reading Kickoff and Booklovers Ball
- Recognition during Summer Reading Kickoff and/or Booklovers Ball
- Logo inclusion on Summer Reading game board and/or Booklovers Ball marketing
- Logo inclusion on Summer Reading and/or All Pueblo Reads banners displayed at all libraries
- Corporate table of 10 for the Booklovers Ball**

DIAMOND

$550 for Summer Reading

$3,000 for Booklovers Ball

$3,100 for *BOTH* programs ***Savings of $450!***

- Premium logo placement in special edition of program guide
- Premium logo placement on program website
- Logo inclusion on social media postings, page header for Summer Reading Kickoff and Booklovers Ball
- Recognition during Summer Reading Kickoff and/or Booklovers Ball
- Premium logo placement on Summer Reading game board and/or Booklovers Ball marketing
- Logo inclusion on Summer Reading and/or All Pueblo Reads banners displayed at all libraries
- Two Corporate tables of 10, 20 total seats, for the Booklovers Ball**

**Sponsorships of Summer Reading at the $550 Silver Level or greater includes logo inclusion in place of name recognition.*

***Available with sponsorship of the Booklovers Ball, a program of All Pueblo Reads, or both opportunities.*

QUESTIONS? CONTACT US!



Nick Potter
EXECUTIVE DIRECTOR,
PUEBLO LIBRARY FOUNDATION

(719) 562-5605

nick.potter@pueblolibrary.org



Gloria Madrill
COMMUNITY RELATIONS
& DEVELOPMENT SPECIALIST

(719) 553-0221

gloria.madrill@pueblolibrary.org

HOW TO GIVE ONLINE

Giving has never been easier! With just a click of your mouse you can help us to continue our mission of offering welcoming, well- equipped and maintained facilities, outstanding collections, and well-trained employees who provide expert service encouraging the joy of reading, supporting lifelong learning and presenting access to information from around the world.

DONATE ONLINE

www.pueblolibrary.org/donate

PUEBLO CITY-COUNTY Library District

PUEBLO LIBRARY Foundation

www.pueblolibrary.org
(719) 562-5600

UNEARTH A STORY™

SUMMER READING 2026
JUNE 5–JULY 31

2026 Sponsorship Form

STEP 1: Select your sponsorship level

BRONZE

$300 for Summer Reading or Booklovers Ball

$500 for *BOTH* programs ***Savings of $100!***

PROGRAMS YOU WOULD LIKE TO SUPPORT:

☐**Summer Reading**

☐**Booklovers Ball**

☐**Support Both Summer Reading and Booklovers Ball**

- Name in three editions of the program guide
- Name on program website
- Recognition during Summer Reading Kickoff and/or Booklovers Ball
- Name on Summer Reading game board and/or Booklovers Ball marketing
- Virtual access to the Booklovers Ball and two copies of featured book**

SILVER

$550 for Summer Reading or Booklovers Ball

$1,000 for *BOTH* programs ***Savings of $100!***

PROGRAMS YOU WOULD LIKE TO SUPPORT:

☐**Summer Reading**

☐**Booklovers Ball**

☐**Support Both Summer Reading and Booklovers Ball**

- Name in three editions of the program guide*
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$550 for Summer Reading

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$2,000 for *BOTH* programs ***Savings of $300!***

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***Sponsorships of Summer Reading at the $550 Silver Level or greater includes logo inclusion in place of name recognition**

****Available with sponsorship of the Booklovers Ball, a program of All Pueblo Reads, or both opportunities**

PUEBLO LIBRARY Foundation | PUEBLO CITY-COUNTY Library District

2026 Sponsorship Form

STEP 2: Complete recognition payment information

RECOGNITION INFORMATION

- **For donors with name recognition benefits,** please recognize my organization under this name:

_____

- **For donors with logo inclusion benefits,** please email your logo to gloria.madrill@pueblolibrary.org. If possible, please provide a logo with a transparent background and at resolution of 300 dpi or greater.

CONTRIBUTION INFORMATION

Please email an invoice for my records at the following email address:

_____

If you are paying with a check but do not need an invoice, please make the check out to Pueblo Library Foundation and mail your contribution to:

Pueblo Library Foundation
Attn: Community Relations
100 E. Abriendo Ave.
Pueblo, CO 81004

SUMMER READING GAME BOARD LOCATION

☐ **YES!** I would like Summer Reading gameboards at my business.

YES! I would like to support activities at the Pueblo library district:

SPONSORSHIP TOTAL: _____

☐ **Check:** Payable to **PUEBLO LIBRARY FOUNDATION**

☐ **Card:** Please charge my credit card

If you would like to pay with a credit card, please complete and submit the information below, visit www.pueblolibrary.org/donate, or call Gloria at (719) 553-0221 to make a payment over the phone.

NAME ON CARD: _____

CARD NUMBER: _____

EXPIRATION DATE: _____ CVV: _____

SIGNATURE: _____

ADDRESS: _____

EMAIL: _____

PHONE NUMBER: _____

PUEBLO LIBRARY Foundation

PUEBLO CITY-COUNTY Library District

Thank you for your support!

STEP 3: Mail form in the enclosed envelope or email to gloria.madrill@pueblolibrary.org

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 Library Foundation

is a

Nonprofit Corporation

formed or registered on 11/02/2011 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 20111614297 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/21/2026 that have been posted, and by documents delivered to this office electronically through 04/22/2026 @ 13:02:00 .

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 04/22/2026 @ 13:02:00 in accordance with applicable law. This certificate is assigned Confirmation Number 18472012 .

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~~ *Event Cancelled*		$ 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
4/27/26	Pueblo Conservancy District: Levee Artists - A Meet & Greet		$ 1,000.00		$ 70,700.00
4/27/26	The HARP Foundation - Rollin on The Riverwalk		$ 3,500.00		$ 67,200.00
4/27/26	CSF Fiesta Committee - Scholarship Pageant		$ 2,500.00		$ 64,700.00
4/27/26	El Movimiento Sigue - 56th Annual Cinco de Mayo		$ 2,000.00		$ 62,700.00
5/11/26	Mad Fresh - Summer Hip Hop Festival		$ 2,500.00		$ 60,200.00
5/11/26	Creative Consortium/Friendly Harbor - My Name Is		$ 3,000.00		$ 57,200.00
5/11/26	Pueblo Library Foundation Booklovers Ball & Summer Reading		$ 2,000.00		$ 55,200.00
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City Clerk's Office Item # Q4

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 11, 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 A NEW ACCOUNT PROJECT HU2605 SUN MOUNTAIN DRAINAGE AND TRANSFERRING FUNDS IN THE AMOUNT OF $500,000 FROM HUAN01 STREET RESURFACING TO ACCOUNT PROJECT HU2605 SUN MOUNTAIN DRAINAGE

SUMMARY:

Attached is a Resolution establishing Account Project HU2605, Sun Mountain Drainage and transferring funds from HUAN01 to HU2605, Sun Mountain Drainage.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This stormwater improvement project will consist of installation of storm sewer pipe, headwall and wingwalls, fine grading of a detention/water quality pond, installation of riprap trickle channels, and native vegetation establishment of the detention/water quality pond. Sun Mountain Blvd development requires that the detention facility improvements of Pikes Peak Park Subdivision be completed before Sun Mountain Boulevard can be built.

FINANCIAL IMPLICATIONS:

Funds in the amount of $500,000.00 will be transferred from Account Project HUAN01, Street Resurfacing into Account Project HU2605 - Sun Mountain Drainage.

BOARD/COMMISSION RECOMMENDATION

None.

Docusign Envelope ID: 168A81A9-C9FC-886B-8238-7ACD8F69696C

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Resolution will prevent the transfer of funds and cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: 168A81A9-C9FC-886B-8238-7ACD8F69696C

RESOLUTION NO. 16327

A RESOLUTION ESTABLISHING A NEW ACCOUNT PROJECT HU2605 SUN MOUNTAIN DRAINAGE AND TRANSFERRING FUNDS IN THE AMOUNT OF $500,000 FROM HUAN01 STREET RESURFACING TO ACCOUNT PROJECT HU2605 SUN MOUNTAIN DRAINAGE

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Account Project HU2605 - Sun Mountain Drainage is hereby established.

SECTION 2.

Funds in the amount of $500,000.00 are hereby transferred from Account Project HUAN01 - Street Resurfacing to Account Project HU2605 - Sun Mountain Drainage.

SECTION 3.

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 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: May 11, 2026

BY: Roger Gomez
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: Clyde Bishop F1C1AF8727B149A...
CITY CLERK

Docusign Envelope ID: 9C39B890-5B14-87B0-82C4-F6D4574F15B6

City Clerk's Office Item # R1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 11, 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

Docusign Envelope ID: 9C39B890-5B14-87B0-82C4-F6D4574F15B6

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. 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

Docusign Envelope ID: 9C39B890-5B14-87B0-82C4-F6D4574F15B6

ORDINANCE NO. 11170

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 Deeds and related documents at closing, transferring the property owned by the City to Habitat for Humanity of Pueblo 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.

Docusign Envelope ID: 9C39B890-5B14-87B0-82C4-F6D4574F15B6

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on April 27, 2026.

Final adoption of Ordinance by City Council on May 11, 2026.

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

Action by the Mayor:

☒ Approved on 05/12/2026.

☐ 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
F1C1AF8727B149A...
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.

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~~Quit Claim 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~~Quit Claim 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. ~~w~~ R~~r~~eal property taxes and assessments for tax year 2026~~5~~, if any, shall be prorated and paid at Closing by the Purchaser on the basis of the 2024~~5~~ 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 mutually agreed location, 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~~Quit Claim 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~~Quit Claim 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~~Quit Claim 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~~ Exhibit 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 deed restricted 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~~Quit Claim 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~~Quit Claim 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~~HABITAT FOR HUMANITY OF PUEBLO, A NONPROFIT ORGANIZATION
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~~ 2026 by _____, as Purchaser.

Witness my hand and official seal.
My commission expires: _____.

[S E A L]

_____
Notary Public

APPENDIX 1

~~SPECIAL WARRANTY~~QUIT CLAIM DEED

THIS DEED, made this _____ day of _____, ~~2025~~2026, 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~~ Exhibit 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 deed restricted 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, and all the estate, right, title and interest of the grantor, 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.~~ Grantee takes said estate, right, title, and interest of the grantor, either in law or equity, to the only proper use, benefit and behoof of the grantee, his heirs and assigns subject to all liens, easements, encroachments and environmental conditions, including both those of record and those not of record.

IN WITNESS WHEREOF, this ~~Special Warranty~~Quit Claim 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~~Possibility of reverter 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.

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 Habitat for Humanity of Pueblo 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 April 27, 2026.

Final adoption of Ordinance by City Council on May 11, 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

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 11, 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

Docusign Envelope ID: 9A0C7C6B-826B-86A5-8188-2605E0997ACD

City Clerk's Office Item # R2

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 11, 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

Docusign Envelope ID: 9A0C7C6B-826B-86A5-8188-2605E0997ACD

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.. 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

Docusign Envelope ID: 9A0C7C6B-826B-86A5-8188-2605E0997ACD

ORDINANCE NO. 11171

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 Deeds and related documents at closing, transferring the property owned by the City to Habitat for Humanity 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.

Docusign Envelope ID: 9A0C7C6B-826B-86A5-8188-2605E0997ACD

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on April 27, 2026.

Final adoption of Ordinance by City Council on May 11, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB482...
President of City Council

Action by the Mayor:

☒ Approved on 05/12/2026.

☐ 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
F1C1AF8727B149A...
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.

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~~Quit Claim 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~~Quit Claim 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. ~~w~~ R~~r~~eal property taxes and assessments for tax year 2026~~5~~, if any, shall be prorated and paid at Closing by the Purchaser on the basis of the 2024~~4~~5 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 mutually agreed location, 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~~Quit Claim 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~~Quit Claim 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~~Quit Claim 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.

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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~~Quit Claim 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~~Quit Claim 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~~HABITAT FOR HUMANITY OF PUEBLO, A NONPROFIT ORGANIZATION
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~~ 2026 by _____, as Purchaser.

Witness my hand and official seal.
My commission expires: _____.

[S E A L]

_____
Notary Public

APPENDIX 1

~~SPECIAL WARRANTY~~QUIT CLAIM DEED

THIS DEED, made this _____ day of _____, ~~2025~~2026, 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~~ Exhibit 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 deed restricted 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, and all the estate, right, title and interest of the grantor, 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.~~ Grantee takes said estate, right, title, and interest of the grantor, either in law or equity, to the only proper use, benefit and behoof of the grantee, his heirs and assigns subject to all liens, easements, encroachments and environmental conditions, including both those of record and those not of record.

IN WITNESS WHEREOF, this ~~Special Warranty~~Quit Claim 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~~Possibility of reverter 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: May 11, 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~~Habitat for Humanity 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 April 27, 2026.

Final adoption of Ordinance by City Council on May 11, 2026.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Docusign Envelope ID: E5CEC67B-7AE4-8371-8106-EFB298C8C498

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 11, 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 ACCEPTING A QUITCLAIM DEED FROM PADULA FAMILY PARTNERSHIP, LLLP, FOR RIGHT OF WAY AND DRAINAGE CROSSING AND APPROVING A QUITCLAIM DEED CONVEYING RESIDUAL AND SURPLUS LAND TO PADULA FAMILY PARTNERSHIP, LLLP

SUMMARY:

The Proposed Ordinance approves the transfer of lands necessary for the expansion of a portion of Jerry Murphy Blvd/Overton Road right of way for the construction of such right of way as a four-lane principal arterial roadway.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Padula Family Partnership, LLLP, a Colorado Limited Liability Limited Partnership ("PFP"), owns certain real property which is adjacent to Jerry Murphy Blvd/Overton Road right of way and necessary for the construction of such right of way as a four-lane principal arterial roadway and continued/expanded use as a drainage crossing comprising approximately 1.5 acres ("Donated Property"). The City owns certain real property located within PFP's property which will become surplus to City's needs as a drainage crossing upon transfer and acceptance of the Donated Property ("Surplus Property"). This Ordinance approves the acceptance of the Donated Property and authorizes the transfer of the Surplus Property.

FINANCIAL IMPLICATIONS:

None.

Docusign Envelope ID: E5CEC67B-7AE4-8371-8106-EFB298C8C498

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Not approve the Ordinance, but the effect would be that the City will not have the land necessary for the construction of the four-lane principal arterial roadway.

RECOMMENDATION:

Approve the proposed Ordinance.

ATTACHMENTS:

1. Quit Claim Deed - City to Padula
2. Quit Claim Deed - Padula to City

Docusign Envelope ID: E5CEC67B-7AE4-8371-8106-EFB298C8C498

ORDINANCE NO. 11172

AN ORDINANCE ACCEPTING A QUITCLAIM DEED FROM PADULA FAMILY PARTNERSHIP, LLLP, FOR RIGHT OF WAY AND DRAINAGE CROSSING AND APPROVING A QUITCLAIM DEED CONVEYING RESIDUAL AND SURPLUS LAND TO PADULA FAMILY PARTNERSHIP, LLLP

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

SECTION 1.

The Quitclaim deed to be granted by Padula Family Partnership, LLLP a Colorado Limited Liability Limited Partnership ("PFP") to the City, having been approved as to form by the City Attorney, is hereby approved for acceptance.

SECTION 2.

The Quitclaim deed to be granted by the City to PFP having been approved as to form by the City Attorney, is approved, and the Mayor is authorized to execute and deliver same in the name of the City.

SECTION 3.

The City Clerk is directed to sequentially record said executed deeds in the office of the Pueblo County Clerk and Recorder with recording to be made in the following order: Quitclaim deed by City to PFP recorded first and Quitclaim deed by PFP to City recorded second.

SECTION 4.

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

SECTION 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 April 27, 2026.

Final adoption of Ordinance by City Council on May 11, 2026.

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

Docusign Envelope ID: E5CEC67B-7AE4-8371-8106-EFB298C8C498

Action by the Mayor:

☒ Approved on 05/12/2026.

☐ 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
F1C1AF8727B149A...
City Clerk

QUITCLAIM DEED

THIS QUITCLAIM DEED is dated _____, 2026, and is made between the City of Pueblo, Colorado, a Colorado municipal corporation (hereinafter referred to as "Grantor") and Padula Family Partnership, LLLP a Colorado Limited Liability Limited Partnership (hereinafter referred to as "Grantee");

WITNESSESTH, that the Grantor, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, and QUITCLAIMED, and by these presents does remise, release, sell, and QUITCLAIM unto Grantee and Grantee's successors, and assigns, forever, all the right, title, interest, claim, and demand which Grantor has in and to the real property, together with improvements, if any, situate, lying, and being in Pueblo County, State of Colorado, described as follows:

See attached Exhibits A and B

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

Notwithstanding anything herein to the contrary, Grantor expressly reserves unto itself, its successors and assigns, all right, title and interest in and to any portion or interest in the property described herein, that may be conveyed or overlap with property in a Quit Claim Deed from Grantee to Grantor to be recorded immediately following the recording of this deed, that may include property for the four-lane principal arterial roadway of Jerry Murphy Blvd/Overton Road and the drainage crossing.

IN WITNESS WHEREOF, this Quitclaim Deed is executed by Grantor to be effective the day and year first above written.

GRANTOR:

PUEBLO, a Municipal Corporation

By:_____
Heather Graham, Mayor

STATE OF COLORADO)
) ss.
County of Pueblo)

The foregoing instrument was acknowledged before me this __ day of _____, 2026, by Heather Graham, Mayor of Pueblo, a Municipal Corporation.

Witness my hand and official seal.

My commission expires:

_____

Notary Public

Documentary Fee - none, exempt. The City of Pueblo, a Colorado municipal corporation, ("City") is a political subdivision of the State of Colorado and is exempt from the Documentary Fee pursuant to C.R.S. § 39-13-104.

EXHIBIT "A"

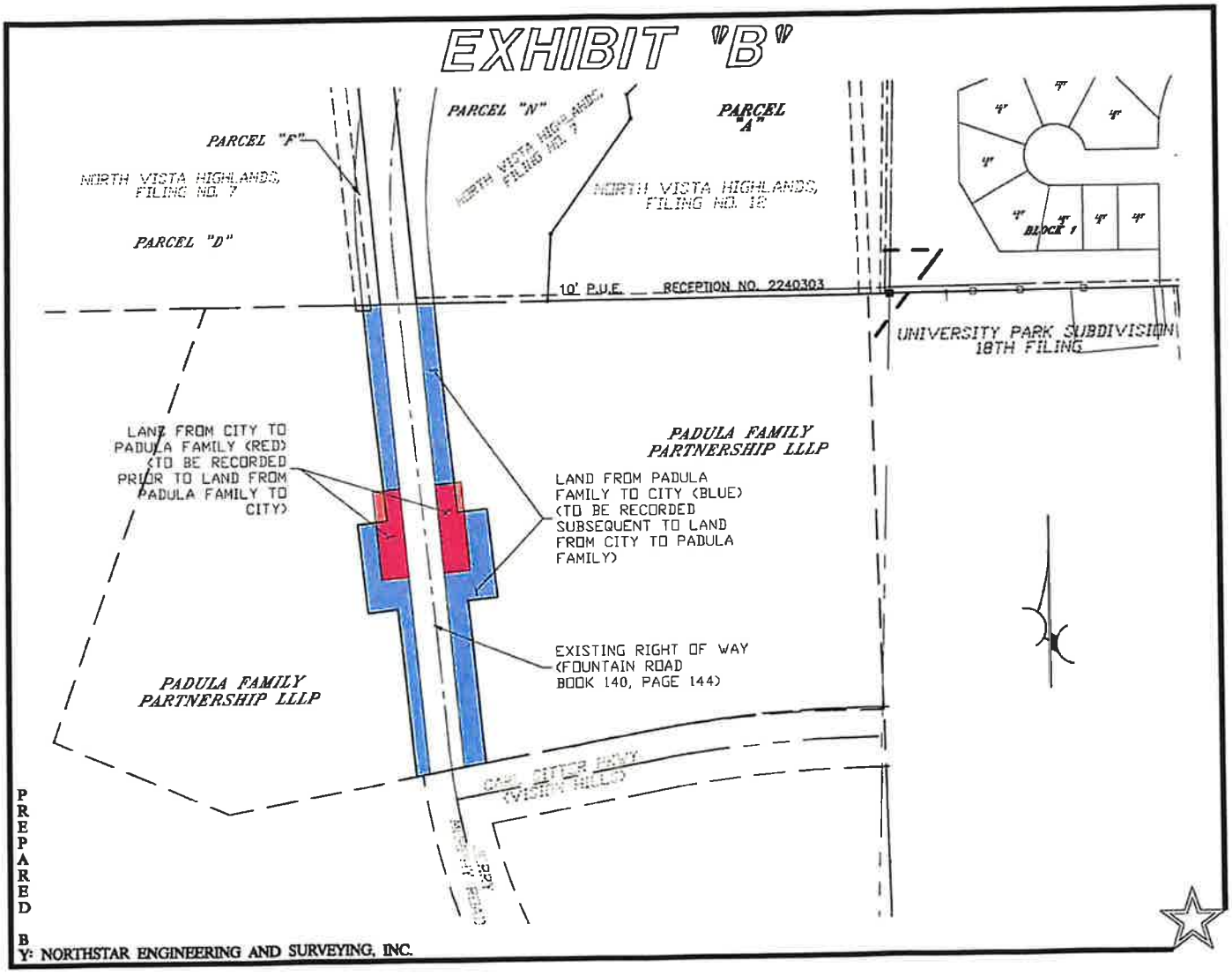
A parcel of land located within the SW ¼ of Section 7, Township 20 South, Range 64 West of the 6th P.M., being more particularly described as follows:

Considering the West line of the abandoned Denver and New Orleans Railroad right-of-way to bear N. 06° 30" W., with all bearings contained herein being relative thereto.

Commencing at the center of the said Section 7; thence N. 88°-43'-45"W., a distance of 689.15 feet, to a point on the centerline of Overton Road, as presently located; thence S. 06°-30' E., along the centerline of the said Overton Road, said centerline also being parallel to the said West line of the abandoned Denver and New Orleans right-of-way, a distance of 310.00 feet; thence N. 83°-30' E., 75.00 feet; thence S. 06°-30' E., a distance of 150.00 feet; thence S. 83°-30' W., a distance of 150.00 feet; thence N. 06°-30' W., a distance of 150.00 feet; thence N. 83°-30' E., a distance of 75.00 feet to the Point of Beginning.

Excepting therefrom the Fountain Road (Overton Road) Right-of-Way dedicated on October 24, 1892 in Book 140, Page 144 in the Pueblo County Records.

County of Pueblo, State of Colorado


EXHIBIT "B"
PARCEL "F"
NORTH VISTA HIGHLANDS FILING NO. 7
PARCEL "D"
PARCEL "N"
NORTH VISTA HIGHLANDS FILING NO. 7
PARCEL "A"
NORTH VISTA HIGHLANDS FILING NO. 10
BLOCK 1
10' P.U.E.
RECEPTION NO. 2240303
UNIVERSITY PARK SUBDIVISION 18TH FILING
LAND FROM CITY TO PADULA FAMILY (RED) (TO BE RECORDED PRIOR TO LAND FROM PADULA FAMILY TO CITY)
PADULA FAMILY PARTNERSHIP LLLP
LAND FROM PADULA FAMILY TO CITY (BLUE) (TO BE RECORDED SUBSEQUENT TO LAND FROM CITY TO PADULA FAMILY)
EXISTING RIGHT OF WAY (FOUNTAIN ROAD BOOK 140, PAGE 144)
PADULA FAMILY PARTNERSHIP LLLP
PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this _____ day of _____, 2026, between the Padula Family Partnership, LLLP a Colorado Limited Liability Limited Partnership (hereinafter referred to as "Grantor"), and the City of Pueblo, Colorado, a Colorado municipal corporation (hereinafter referred to as "Grantee"):

WITNESSESTH, that the Grantor, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, and QUITCLAIMED, and by these presents does remise, release, sell, and QUITCLAIM unto Grantee and Grantee's successors, and assigns, forever, all the right, title, interest, claim, and demand which Grantor has in and to the real property, together with improvements, if any, situate, lying, and being in Pueblo County, State of Colorado, described as follows:

See attached Exhibits A and B

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

IN WITNESS WHEREOF, this Quitclaim Deed is executed by Grantor to be effective the day and year first above written.

GRANTOR: Padula Family Partnership, LLLP, a Colorado Limited Liability Limited Partnership

By:_____
Brad Padula, General Partner

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____,2026, by Brad Padula as General Partner of Padula Family Partnership, LLLP, a Colorado Limited Liability Limited Partnership.

Witness my hand and official seal. [S E A L]

My commission expires: _____

_____
Notary Public

Documentary Fee - none, exempt. The City of Pueblo, a Colorado municipal corporation, ("City") is a political subdivision of the State of Colorado and is exempt from the Documentary Fee pursuant to C.R.S. § 39-13-104.

EXHIBIT A

FUTURE JERRY MURPHY ROAD
RIGHT-OF-WAY
LAND DESCRIPTION

A parcel of land located in a portion of the SW ¼ of Section 7, Township 20 South, Range 64 West of the 6th P.M. in the County of Pueblo and State of Colorado; being more particularly described as follows.

Considering the North line of the SW ¼ of said Section 7 to bear S89°32'10"W, monumented on the east end with a 3 ¼" Aluminum Cap stamped PLS 38485 and monumented on the west end with a nail and washer stamped PLS 12933 and all bearings contained herein being relative thereto.

Commencing at the Center Corner of said Section 7, thence S89°32'10"W along the North line of the SW ¼ of Section 7, a distance of 767.72 feet to the true Point of Beginning; thence S05°27'23"E, a distance of 94.76 feet; thence along the arc of a tangent curve to the left whose radius is 1,175.00 feet, a distance of 17.88 feet; thence S06°19'41"E, a distance of 242.35 feet; thence N83°40'19"E, a distance of 50.00 feet; thence S06°19'41"E, a distance of 150.00 feet; thence S83°40'19"W, a distance of 50.00 feet; thence S06°19'41"E, a distance of 43.29 feet; thence along the arc of a tangent curve to the right whose radius is 1295.00 feet, a distance of 18.01 feet; thence S05°31'52"E, a distance of 182.82 feet; thence along the arc of a tangent curve to the left whose radius is 940.00 feet, a distance of 30.39 feet to a point on the northern right-of-way line of Carl Sitter Parkway (formerly Vision Hills Parkway & 47th Street) in University Hills Subdivision, Filing No. 1 according to the recorded plat thereof as filed for record June 9, 1986 in Book 2293 and Page 518; thence S79°34'48"W, a distance of 120.15 feet; thence along the arc of a curve to the right whose radius is 1060.00 feet and whose center bears N82°16'20"E, a distance of 40.64 feet; thence N05°31'52"W, a distance of 182.82 feet; thence along the arc of a tangent curve to the left whose radius is 1175.00 feet, a distance of 16.34 feet; thence N06°19'41"W, a distance of 43.29 feet; thence S83°40'19"W, a distance of 50.00 feet; thence N06°19'41"W, a distance of 150.00 feet; thence N83°40'19"E, a distance of 50.00 feet; thence N06°19'41"W, a distance of 242.35 feet; thence along the arc of a tangent curve to the right whose radius is 1295.00 feet, a distance of 19.70 feet; thence N05°27'23"W, a distance of 105.24 feet to a point on the North line of the SW ¼ of said Section 7; thence N89°32'10"E along the North line of the SW ¼ of Section 7, a distance of 120.46 feet to the Point of Beginning;

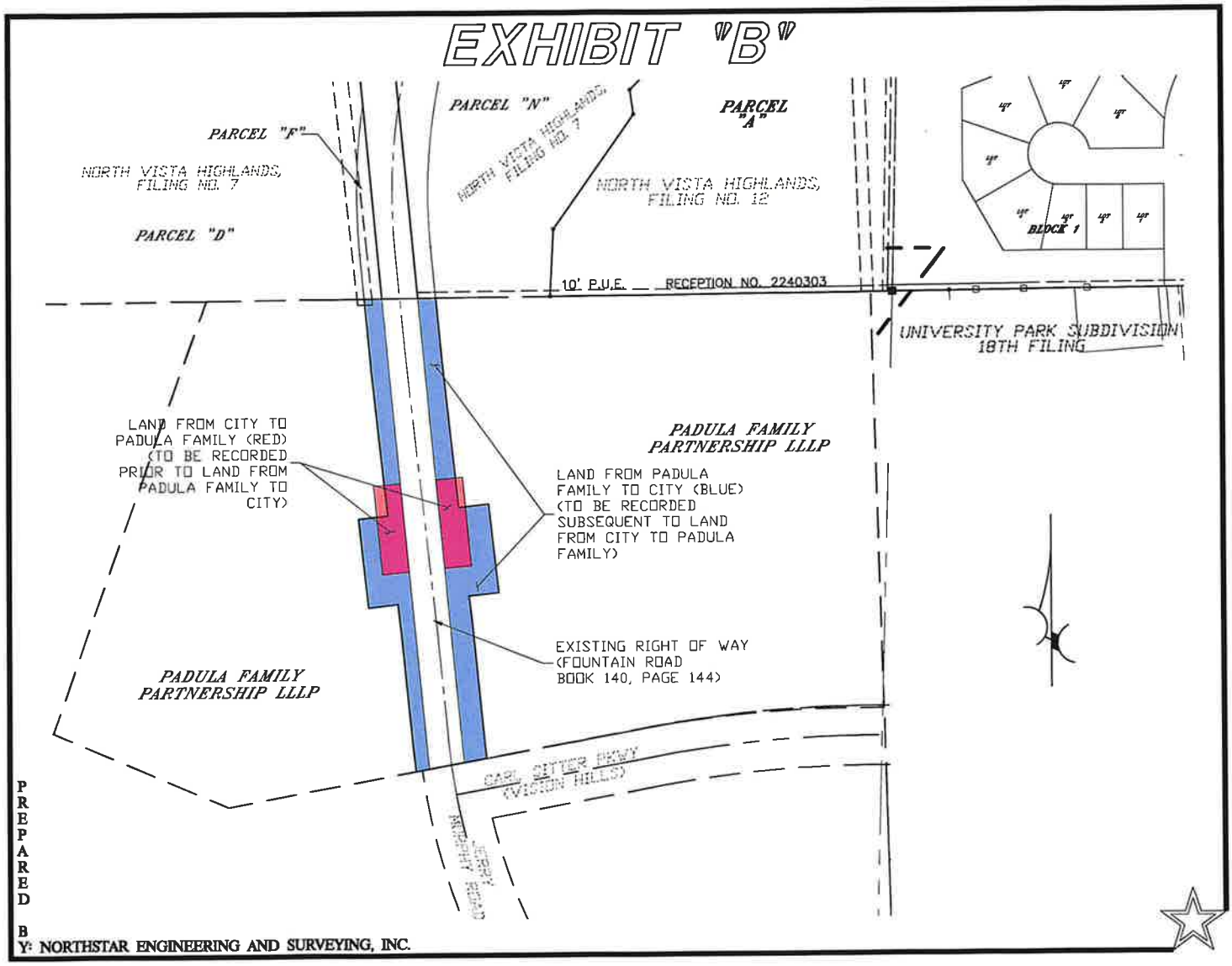
Excepting therefrom the Fountain Road (Overton Road) Right-of-Way dedicated on October 24, 1892 in Book 140, Page 144 in the Pueblo County Records.

Containing 1.43 acres, more or less

I, Michael L. Cuppy, being a licensed Professional Land Surveyor in the State of Colorado, do hereby state that this land description and exhibit, being made a part hereof, were prepared under my responsible charge and are accurate to the best of my knowledge, information, and belief.



Michael L. Cuppy
Colorado P.L.S. 38485
NorthStar Engineering and Surveying, Inc.
January 12, 2026
JN 17 009 31


EXHIBIT "B"
PARCEL "F"
NORTH VISTA HIGHLANDS, FILING NO. 7
PARCEL "D"
PARCEL "N"
NORTH VISTA HIGHLANDS, FILING NO. 7
PARCEL "A"
NORTH VISTA HIGHLANDS, FILING NO. 12
BLOCK 1
10' P.U.E. — RECEPTION NO. 2240303
UNIVERSITY PARK SUBDIVISION 18TH FILING
LAND FROM CITY TO PADULA FAMILY (RED) (TO BE RECORDED PRIOR TO LAND FROM PADULA FAMILY TO CITY)
PADULA FAMILY PARTNERSHIP LLLP
LAND FROM PADULA FAMILY TO CITY (BLUE) (TO BE RECORDED SUBSEQUENT TO LAND FROM CITY TO PADULA FAMILY)
EXISTING RIGHT OF WAY (FOUNTAIN ROAD BOOK 140, PAGE 144)
PADULA FAMILY PARTNERSHIP LLLP
CARL SITTER PKWY (VISION HILLS)
PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

Docusign Envelope ID: F4341A22-2DBA-8EBE-83BC-00E9A011478B

City Clerk's Office Item # R4

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 11, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Bella Trujillo, Director of Human Resources

SUBJECT: AN ORDINANCE BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $520,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE HEALTH SELF-INSURANCE FUND FOR THE IMPLEMENTATION AND ADMINISTRATION OF THE EMPLOYEE HEALTH CLINIC FOR FY 2026

SUMMARY:

This Ordinance budgets and appropriates funds in the amount of $520,000 from the unappropriated fund balance of the Health Self Insurance Fund for the implementation of and administration fees for the employee health clinic for FY2026. Funds will be budgeted and appropriated to Account No. 60480500-53003.

PREVIOUS COUNCIL ACTION:

On November 10, 2025, City Council approved Resolution No. 16171 which approved a service agreement between the City of Pueblo and Crossover Health related to the employee health clinic services with an annual cost of $938,386.

BACKGROUND:

The new employee clinic, named the “City Employee Care Clinic”, located at 650 Dittmer is currently in the implementation phase and is anticipated to be open for services mid-July.

FINANCIAL IMPLICATIONS:

Funds in the amount of $520,000 will be budgeted and appropriated from the unappropriated fund balance of the Health Self Insurance Fund to pay for the initial set up costs in the amount of $50,806 and monthly services fees for clinic operations from July through December in the amount of $78,199 per month.

BOARD/COMMISSION RECOMMENDATION:

Docusign Envelope ID: F4341A22-2DBA-8EBE-83BC-00E9A011478B

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 operate the City Employee Care Center.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

Docusign Envelope ID: F4341A22-2DBA-8EBE-83BC-00E9A011478B

ORDINANCE NO. 11173

AN ORDINANCE BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $520,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE HEALTH SELF-INSURANCE FUND FOR THE IMPLEMENTATION AND ADMINISTRATION OF THE EMPLOYEE HEALTH CLINIC FOR FY 2026

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

SECTION 1.

Funds in the amount of $520,000 are hereby budged and appropriated from the health self-insurance fund, Account No. 60480500-53003 for the implementation and administration of the employee health clinic for FY2026.

SECTION 2.

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 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 April 27, 2026.

Final adoption of Ordinance by City Council on May 11, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB402...
President of City Council

Action by the Mayor:

☒ Approved on 05/12/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Docusign Envelope ID: F4341A22-2DBA-8EBE-83BC-00E9A011478B

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
F1C1AF8727B149A...

_____
City Clerk

Docusign Envelope ID: DD829BCC-E996-876A-8295-F6D5983F09FA

City Clerk's Office Item # R5

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 11, 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 AN OFFENDER LABOR COOPERATIVE AGREEMENT WITH THE STATE OF COLORADO AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

This Ordinance would approve a cooperative agreement between the City and the State of Colorado which would allow inmates serving at the Department of Corrections La Vista Correctional Facility to assist the City's Parks and Recreation Department through the work crew program.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In 2019, the City contracted with the State to utilize Department of Corrections inmate work crews. Council approval was not required at that time. During the previous contractual period, the DOC work crews provided assistance to Parks and Recreation staff. Crews generally consist of three to eight inmates working five to six hour shifts once per week. Crews are transported to the work site by a DOC supervisor, who remains on-site to monitor the crew throughout the workday.

Work provided by the DOC crews has been invaluable to the Parks and Recreation Department, allowing City staff to complete much more park maintenance in a workday.

FINANCIAL IMPLICATIONS:

None.

Docusign Envelope ID: DD829BCC-E996-876A-8295-F6D5983F09FA

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Reject agreement and forego DOC work crew assistance for City projects.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. DOC Inmate Labor Agreement

Docusign Envelope ID: DD829BCC-E996-876A-8295-F6D5983F09FA

ORDINANCE NO. 11174

AN ORDINANCE APPROVING AN OFFENDER LABOR COOPERATIVE AGREEMENT WITH THE STATE OF COLORADO AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

SECTION 1.

The Agreement effective May 11, 2026 between the City of Pueblo, a Colorado Municipal Corporation, and 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 officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance to implement the policies and procedures described herein.

SECTION 3.

This Ordinance shall 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 April 27, 2026.

Final adoption of Ordinance by City Council on May 11, 2026.

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

Action by the Mayor:

☐ Approved on 05/12/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Docusign Envelope ID: DD829BCC-E996-876A-8295-F6D5983F09FA

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
F1C1AF8727B149A...

_____
City Clerk

STATE OF COLORADO
OFFENDER LABOR COOPERATIVE AGREEMENT
COVER PAGE

State Agency:
Colorado Department of Corrections
La Vista Correctional Facility (LVCF)

Contractor
City of Pueblo, Parks Department

Agreement Maximum Amount: State funds shall not be expended in the execution of this Agreement

Agreement Number
134894

Agreement Performance Beginning Date
The Later of the Effective Date or November 1, 2025

Initial Agreement Expiration Date
October 31, 2026

AGREEMENT PURPOSE
Offender Labor Agreement between Colorado Department of Corrections, La Vista Correctional Facility (LVCF) and Contractor. In order to benefit public welfare and provide a healthful, wholesome and educational outdoor activity, task training, and development programs for offenders, the Parties desire to utilize offender labor in projects on public lands. LVCF seeks to provide offender workers labor where and when possible and subject to correctional requirements, public safety considerations, as well as weather.

OPTIONS
This agreement will automatically be extended for a period of one (1) additional year. Subsequent annual renewals will be on the same basis and shall not exceed a total of five (5) years from effective date.

INSURANCE
Contractor shall maintain the following insurance if indicated by a checked box, as further described in §7. ☒ Worker's Compensation ☒ General Liability
A SUBROGATION WAIVER IS REQUIRED FOR ALL INSURANCES.

EXHIBITS AND ORDER OF PRECEDENCE
The following Exhibits and attachments are included with this Agreement:

1. Exhibit A – Statement of Work

In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions in §10 of the main body of this Agreement
2. The provisions of the other sections of the main body of this Agreement
3. Exhibit A, Statement of Work

PRINCIPAL REPRESENTATIVES

For the State:

Michael Johnson, Program Manager I
Department of Corrections
1410 W 13TH ST / PO BOX 3
Pueblo, CO 81003
719-583-5533
719-458-4393
micahele.johnson@state.co.us

For Contractor:

Jeremiah Storrer, Parks Supervisor
City of Pueblo, Parks Department
800 Goodnight Ave
Pueblo, CO 81005
jstorrer@pueblo.us

Charlie Kuntz, Program Coordinator
City of Pueblo, Forestry
800 Goodnight Ave
Pueblo, CO 81005
719-671-3033
ckuntz@pueblo.us

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

CONTRACTOR
City of Pueblo

By: Heather Graham, City of Pueblo Mayor

Date: _____

STATE OF COLORADO
Jared S. Polis, Governor
Department of Corrections
Andre Stancil, Executive Director

By: Melissa Smith, Deputy Executive Director, Prison Operations

Date: _____

STATE OF COLORADO
Jared S. Polis, Governor
Department of Corrections
Andre Stancil, Executive Director

By: Merideth McGrath, Deputy Executive Director, Administration

Effective Date: _____

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated above by the State Controller or an authorized delegate.

1. PARTIES

This Cooperative Agreement (the "Agreement") is entered into by and between Contractor named on the Signature and Cover Page for this Agreement ("Contractor"), and the State of Colorado, LVCF acting by and through the state agency named on the Signature and Cover Page for this Agreement (the "State," "CDOC, Facility"). Contractor and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement is not valid until signed and dated above by all Parties who are an authorized signer or a delegate

B. Initial Term

The Parties' respective performances under this Agreement shall commence on the Agreement Effective Date and shall remain in existence for one year from the day and year written above. However, a thirty (30) day notice of termination must be given by either Party prior to the end of the period, or this agreement shall automatically be extended for a period of one (1) additional year. Subsequent annual renewals shall be on the same basis and shall not exceed a total of five (5) years from effective date.

C. Termination of Agreement without Cause

Either Party shall have the right to terminate this Agreement without cause by giving the other Party thirty (30) day written notice. If notice is so given, this Agreement shall terminate on the expiration of the thirty (30) days, and the liability of the Parties hereunder for the further performance of the terms of this Agreement shall cease, but the Parties shall perform their obligations up to the date of termination. Notwithstanding such termination, all terms and conditions of this Agreement and any exhibits and attachments hereto which may require continued obligation or compliance beyond the termination date of the Agreement shall survive such termination. The requirement of written notice shall not apply if CDOC, at its sole discretion, determines the cause for termination and creates an immediate threat to public or offender safety, health, or welfare.

D. Agreement modification

This Agreement may be modified or renewed only by written Amendment, signed by both Parties.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. **Agreement** means this Cooperative Agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto

B. **Breach of Agreement** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days

after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

C. **Business Day** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.

D. **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 §24-72-302, C.R.S.

E. **CDOC** means Colorado Department of Corrections.

F. **CORA** means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.

G. **Effective Date** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Agreement.

H. **Exhibits** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.

I. **Facility** means La Vista Correctional Facility (LVCF).

J. **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, which are included as part of the Work, as described in §§24-37.5-401, *et seq.,* C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

K. **Initial Term** means the time period defined in **§2.B**.

L. **Offender** means a member of the DOC inmate population (including YOS).

M. **Party** means the State or Contractor, and "Parties" means both the State and Contractor.

N. **PHI** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** 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 **(ii)** 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. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

O. **PII** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an

individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

P. **Services** means the services to be performed by CDOC as set forth in this Agreement.

Q. **State Fiscal Rules** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

R. **State Fiscal Year** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

S. **State Records** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

T. **Subcontractor** means any third party engaged by Contractor to aid in performance of the Work.

U. **Term** means the time period defined in **§2.B.**

V. **Work** means the Goods delivered and Services performed pursuant to this Agreement.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

Conditioned upon Contractor's performance in accordance with the provisions of this Agreement, the State shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit A**. The State shall have no liability to perform any services not specifically set forth in this Agreement.

5. REPORTING - NOTIFICATION

A. Litigation Reporting

If Contractor 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 Contractor's ability to perform its obligations under this Agreement, Contractor shall, within ten (10) days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Agreement.

6. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Agreement. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor 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 Agreement.

D. Acknowledgement

Contractor acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Contractor further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Agreement.

7. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

CDOC is not responsible for any Workers' Compensation or disability claim filed by Contractor. The Contractor's staff or volunteers are employees or volunteers of Contractor and are not covered by CDOC.
Contractor shall maintain Workers' Compensation coverage for its staff and volunteer pursuant to the requirements of the Colorado Workers' Compensation Act C.R.S. §8-40-101, et seq. Contractor shall maintain Workers' Compensation coverage for its staff and volunteers as may be required pursuant to applicable Workers' Compensation laws. Contractor shall inform its staff and volunteers that they are responsible to secure insurance to cover their personal medical care, which coverage is condition of this agreement, and that CDOC does not provide any insurance coverage, including medical and Workers' Compensation Insurance coverage.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence.
ii. $1,000,000 general aggregate.
iii. $1,000,000 products and completed operations aggregate; and
iv. $50,000 any one (1) fire.

C. Automobile Liability

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.

D. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by Contractor or the State.

E. Subrogation Waiver

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

F. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, 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. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintains at all times during the terms of this Agreement, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

G. Certificates

Contractor shall provide the State certificates evidencing Contractor's insurance coverage required in this Agreement within seven (7) Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following Contractor's execution of the subcontract. No later than fifteen (15) days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Contractor shall, within seven (7) Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

8. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the Principal Representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(i)** by hand with receipt required, **(ii)** by certified or registered mail to such Party's Principal Representative at the address set forth on the Cover Page, or **(iii)** as an email with read receipt requested to the Principal

Representative at the email address, if any, set forth on the Cover Page. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver by hand with receipt required or by certified or registered mail to such Party's Principal Representative at the address set forth on the Cover Page. Either Party may change its Principal Representative or Principal Representative contact information by notice without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

9. 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 GIA; 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, C.R.S. §§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, of the Colorado Governmental Immunity Act, C.R.S. §§24-10-101, *et seq.*, or the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b).

10. GENERAL PROVISIONS

A. No Displacement of Private Sector Workers

Contractor assures CDOC that the use of offender labor crews shall not displace any workers from the private sector, and no jobs shall be taken away from the community because of this Agreement.

B. Offender Labor Availability

Contractor understands that the offenders that are provided as laborers or installers under this Agreement are all felons who may have been convicted of a multiple range of crimes, except that no sex offenders shall be used under this Agreement, and that this offender labor is subject to availability, which can be affected by the correctional environment, public safety requirements, weather, and other issues.

C. Liability

CDOC shall assume no liability for any deficiency that Contractor may incur under this program at any time, including the unavailability of offenders for work crews. Contractor agrees to hold harmless CDOC for any losses resulting from delays that are beyond CDOC's control or from any action required by CDOC to maintain the security and order of the prison housing the offenders or at the worksite.

D. Force Majeure

CDOC shall not be liable to Contractor for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, acts of any governmental entity in its sovereign or contractual capacity, prison riots or disruptions, fires, flood, epidemic, quarantine restrictions, strikes or other labor disputes, freight embargoes, or weather.

E. Assignment

Contractor rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of CDOC. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor rights and obligations approved by the State shall be subject to the provisions of this Agreement. CDOC may not grant approval for assignment unless all outstanding invoices are paid in full.

F. Subcontracts

Contractor shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor 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.

G. Binding Effect

Except as otherwise provided in **§11.E**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

H. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

I. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

J. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

K. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

L. Jurisdiction and Venue

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.

M. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement and signed by both parties.

N. Statutes, Regulations, Fiscal Rules, and Other Authority

i. Any reference in this Agreement to a statute, regulation, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

ii. Contractor shall, at all times during this Agreement, strictly adhere to, and Contractor shall ensure that all of its employees as well as all subcontractors and their employees are informed of and abide by all applicable federal, state of Colorado, and local law and regulations, including discrimination and unfair employment practices, and CDOC site regulations, regarding introduction of contraband and relationships between personnel and offenders.

O. Licenses, Permits, and Other Authorizations

Contractor shall secure, prior to the Effective Date, and maintain at all times during the Term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement. Contractor shall indemnify the State for claims by regulatory agencies or third parties.

P. 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 under this Agreement in accordance with the intent of this Agreement.

Q. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

R. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§11.E,** 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 this Agreement, and do not create any rights for such third parties.

S. 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.

T. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under C.R.S. §24-106-107, if any, are subject to public release through the CORA.

U. Choice of Law

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. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.

V. Binding Arbitration Prohibited

The State does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Agreement or incorporated herein by reference shall be null and void.

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EXHIBIT A, STATEMENT OF WORK

1. STATEMENT OF WORK

A. Conditioned upon Contractor performance in accordance with the provisions of this Agreement, the Facility shall complete the Work as described in this Agreement and in accordance with the provisions of this Agreement. The CDOC shall have no liability to perform any services that are not specifically set forth in this Agreement.

B. Work performed shall adhere to all safety rules of both Contractor as well as of the CDOC.

C. Offenders shall not work in areas where communications cannot be affected through or by radio, telephone, or cellular phone.

D. Work performed shall not displace regular CDOC employees, impair Agreements for services in existence during the course of the Agreement, exploit offender labor, or compete with free labor in the production of goods or services. Offenders shall not perform any personal work for any individual or private business at any time.

E. The specific work to be performed under this Agreement shall be coordinated by both Parties in a spirit of mutual cooperation.

F. Any resource developments or improvements under this Agreement shall remain the property of Contractor.

G. Under no circumstance shall work crew offenders be placed in any position of authority over other work crew offenders.

H. This Agreement only authorizes use of offenders for general labor with Contractor, and Facility shall agree in writing on scope of work, compensation and payment terms for any other service performed by CDOC offenders outside of the scope of this Agreement.

I. Contractor shall use CDOC's classification policies for work assignments to insure continuity of services.

J. Offenders shall not operate motor vehicles on public roadways.

K. Facility Work Crew Supervisor shall provide leadership and supervision only; he/she shall not operate equipment or perform manual labor.

L. Offender crew members placed under this agreement are not Contractor employees and do not have entitlement to any benefits, including insurance, Workers' Compensation, retirement and leave.

M. Offender work crews shall not be used, without authorization, for fire suppression under this Agreement.

N. Offenders shall not be utilized for sanitary maintenance of portable toilets or restroom facilities.

O. Offenders shall not be used to install or repair electrical, plumbing, or HVAC fixtures and equipment.

P. Offenders shall not mix, apply, or be exposed to herbicides or pesticides.

2. CDOC, FACILITY REQUIREMENTS ARE AS FOLLOWS:

A. To furnish work crew offenders, in numbers agreed upon, from the Facility that shall be adequately clothed for the environment enabling them to perform work on Contractor projects.

B. Facility shall make available to Contractor any relevant information regarding CDOC policies and procedures.

C. If vehicle/transportation of offenders is provided by Facility, Contractor shall defray transportation costs to Facility.

i. State of Colorado Fleet Management vehicle mileage charges shall be billed to Contractor monthly for the assigned vehicle.

ii. Invoice shall be sent to:

Jeremiah Storrer, Parks Supervisor

jstorrer@pueblo.us

D. Facility shall be responsible for offender crew members housing, feeding, medical and clothing.

E. Facility shall perform urine analysis ("UAs") on work crew offenders on a continual basis. Breathalyzers shall also be utilized to test for the presence of alcohol. Any positive UAs or positive breathalyzer tests shall lead to the offender's termination from the work crew program.

F. Facility staff shall be responsible for the health and safety of all work crew offenders;

G. Facility Work Crew Supervisor shall notify the designated Contractor Project Coordinator when the offender work crew is not available for work assignment.

H. Facility Work Crew Supervisor shall be responsible for all work crew offenders assigned to this program which includes keeping work crew offenders under close observation at all times and to immediately notify the Facility, local law enforcement, or county dispatcher (any dispatcher available if any emergency exists), if an offender is missing from the assigned work area.

I. Facility shall make offenders available to work in this work program for up to ten (10) hours per day, not to exceed forty (40) hours per week, to include travel time.

J. Facility shall ensure that CDOC and Contractor policies and procedures are adhered to by all offenders at all times

K. Facility shall remove any work crew offender who is determined to be unsatisfactory due to work activities or conduct at the work site.

3. CONTRACTOR REQUIREMENTS ARE AS FOLLOWS:

A. Contractor shall provide technical direction for Facility Work Crew Supervisors on all programs under the terms of this Agreement.

B. Contractor shall give specific directions on how each project is to be performed, make necessary corrections or changes, and give final approval on project work.

C. The Contractor Project Coordinator shall notify the Facility Work Program Supervisor(s) if Work is not being performed to Contractor standards.

D. Contractor shall notify Facility immediately if any assigned offender is a relative, friend, or known acquaintance, or has any conflict of interest or past association with any Contractor employee or persons under contract or doing work for Contractor.

E. Contractor Project Coordinator is responsible to call for utility line "locates" when offender work crews are instructed to work in proximity to suspected or existing utility service lines.

F. Contractor shall provide restroom facilities for offenders that are separate from the public.

G. Contractor shall provide gasoline, tools, equipment safety, equipment, and all necessary material to perform project Work.

   i. Contractor shall maintain all equipment in safe and working conditions.

H. Contractor shall provide and document operational and safety training to any offender assigned to operate equipment, other than hand held tools or small power tools in accordance with CDOC.

   i. Contractor shall maintain these records.

I. Contractor and employee vehicles near offender work areas shall be secured.

J. Contractor shall inspect the production and work processes on an ongoing basis to ensure satisfaction with the Work.

K. Offenders shall not work in proximity to any person or area where weapons, ammunition or alcohol are possessed or stored.

L. There shall be no smoking, vaping, e-cigarettes or any other tobacco or marijuana related products allowed on the work site.

M. Contractor agrees that neither it nor its employees or subcontractors shall provide offenders with access to or use of any cellular telephone, satellite phones, land line phone, computers, tablets or other forms of electronic communication while on the Work site.

N. In the event a hostage situation arises, the State shall not negotiate the release of any offender to secure the release of any person, including Contractor employees or Subcontractors' employees or agents. Contractor shall notify all of its employees, agents, and Subcontractors of this policy prior to working with offenders.

End of Exhibit A