



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

MINUTES

A. CALL TO ORDER

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

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

Council Members Present via Zoom: Brett Boston.

Council Members Absent: None.

Administrative Staff Members Present: Mayor Heather Graham, Chief of Staff Brian McCain, City Attorney Carla Sikes, Deputy City Clerk Vincent Petkosek, Municipal Records Coordinator Clyde Bishop.

E. SPECIAL RECOGNITIONS

F. PUBLIC FORUM

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

G. COUNCIL MEMBER AND MAYOR COMMENTARY

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

H. REVIEW OF AGENDA

The agenda was reviewed page by page.

I. APPROVAL OF AGENDA

Councilor Hernandez, seconded by Councilor Latino, moved to amend the agenda by moving M1, M5, N5, N7 and N10 to the beginning of the regular meeting and approving the agenda as amended.

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

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

J. READING AND APPROVAL OF MINUTES

J1 CITY COUNCIL MINUTES 022326

Councilor Hernandez, seconded by Councilor Gomez, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **February 23, 2026** as distributed.

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

K. CONSENT AGENDA

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

L. COMMUNICATIONS

M. RESOLUTIONS

M2 A RESOLUTION ESTABLISHING PROJECT ACCOUNT AP2603-PUB TAXIWAY A SEALCOAT (PHASE 1), CLOSING PROJECT ACCOUNT AP2101-TAXIWAY E RECONSTRUCTION, AND TRANSFERRING REMAINING FUNDS IN THE AMOUNT OF \$164,616.07 TO PROJECT ACCOUNT AP2603-PUB TAXIWAY A SEALCOAT (PHASE 1)

This Resolution was assigned as 16263.

M3 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$67,535 TO LG CONTRACTORS, A LIMITED LIABILITY COMPANY, FOR PROJECT NO. 26-016, CONCRETE IMPROVEMENTS - 1500 BLOCK ROUTH AVENUE (CDBG), SETTING FORTH \$10,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 16264.

M4 A RESOLUTION ESTABLISHING PROJECT ACCOUNT ED2601 - ECONOMIC DEVELOPMENT SUPPORT, TRANSFERRING PREVIOUSLY BUDGETED AND APPROPRIATED FUNDS IN THE AMOUNT OF \$50,000 FROM PROJECT ACCOUNT ED2302 - REPAIR & MAINTENANCE RAIL LINES TO ED2601, AND TRANSFERRING PREVIOUSLY BUDGETED AND APPROPRIATED FUNDS IN THE AMOUNT OF \$187.07 FROM PROJECT ACCOUNT ED2501 - ECONOMIC DEVELOPMENT SUPPORT TO ED2601

This Resolution was assigned as 16265.

M6 A RESOLUTION ESTABLISHING A NEW PROJECT ACCOUNT HU2603, WEST SIDE CONNECTOR, TRANSFERRING FUNDS IN THE AMOUNT OF \$37,621.43 FROM HUAN01 - STREET RESURFACING TO HU2603 - WEST SIDE CONNECTOR, APPROVING AMENDMENT NO. 2 TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PINYON ENVIRONMENTAL, INC., A

COLORADO CORPORATION, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 16266.

- M7 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$29,432 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 26-015, CONCRETE IMPROVEMENTS - 200 BLOCK VAN BUREN, SETTING FORTH \$4,415 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 16267.

- M8 A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF \$17,995.75 FROM PROJECT ACCOUNT HUAN01, STREET RESURFACING TO HU2507, CONCRETE IMP - ST CLAIR PH 1, APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF \$17,995.75 TO DOUG VAUGHN, LLC, FOR PROJECT NO. 25-075, CONCRETE IMPROVEMENTS – ST. CLAIR AVENUE PHASE 1 (PUEBLO BLVD TO ALPINE AVE) AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 16268.

- M9 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$12,096 TO WICKED OUTLAW CONSTRUCTION, FOR PROJECT NO. 26-017, CONCRETE IMPROVEMENTS - THE RIDES AT CITY PARK, SETTING FORTH \$7,904 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 16269.

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

This Resolution was assigned as 16270.

N. ORDINANCES – FIRST PRESENTATION

- N1 AN ORDINANCE AMENDING ZONING RESTRICTIONS FOR PARCEL 513000122, 4289 N. ELIZABETH, FROM B-4, CENTRAL BUSINESS ZONE DISTRICT AND R-6, MULTIPLE RESIDENTIAL AND COMMERCIAL ZONE DISTRICT TO B-P, BUSINESS PARK ZONE DISTRICT**

- N2 AN ORDINANCE VACATING A DRAINAGE EASEMENT LOCATED AT 4000 N 27TH LN IN THE BLACK HILLS SUBDIVISION FIL. 1, A SPECIAL AREA PLAN**

- N3 AN ORDINANCE APPROVING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., FOR THE FINAL DESIGN AND BID PHASE SERVICES FOR PROJECT NO. 26-024 AIRPORT TERMINAL REMODEL, AND AUTHORIZING THE MAYOR TO EXECUTE SAME**

N4 AN ORDINANCE AMENDING CHAPTER 11, TITLE IV OF THE PUEBLO MUNICIPAL CODE; ADOPTING BY REFERENCE THE 2025 COLORADO WILDFIRE RESILIENCY CODE; AND SETTING FORTH AMENDMENTS THERETO

N6 AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO COLORADO DEPARTMENT OF LOCAL AFFAIRS USE COVENANT AND REGULATORY AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, BY AND THROUGH THE DEPARTMENT OF LOCAL AFFAIRS, REGARDING THE LONG-TERM USE OF THE PUEBLO SHELTER, LOCATED AT 728 W. 4TH, PUEBLO, CO 81003

N8 AN ORDINANCE AWARDING AND APPROVING AN OPERATING AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BOYS & GIRLS CLUBS OF PUEBLO INC., A COLORADO NON-PROFIT CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N9 AN ORDINANCE APPROVING THE 1ST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION ("CITY"), AND THE STATE OF COLORADO, COLORADO ENERGY OFFICE (CEO), FOR THE GEOTHERMAL GRANT FIRE STATIONS 6, 8, AND 11, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N11 AN ORDINANCE AUTHORIZING THE MAYOR TO DECLARE A TEMPORARY KENNEL AND CATTERY EMERGENCY SUSPENDING SECTION 11-4-9 OF THE PUEBLO MUNICIPAL CODE

N12 AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND HUB INTERNATIONAL INSURANCE SERVICES, INC., A CALIFORNIA CORPORATION RELATING TO RISK MANAGEMENT SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE SAID CONTRACT

O. APPROVAL OF CONSENT AGENDA

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

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

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

P. REGULAR AGENDA

Q. RESOLUTIONS

M1 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$450,000 TO COLORADO FRONT RANGE ROOFING AND SETTING FORTH \$45,000 FOR CONTINGENCIES FOR PROJECT NO. 25-112 (WWAN04) FY2026 REPLACEMENT OF VARIOUS ROOFS AT THE JAMES R. DIORIO WATER RECLAMATION FACILITY AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME.

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

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

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

This Resolution was assigned as 16271.

M5 A RESOLUTION ESTABLISHING PROJECT CI2611 - CITY HALL UPGRADES, TRANSFERRING \$50,000 FROM PROJECT CI2507 - CITY HALL SECURITY UPGRADES TO CI2611 - CITY HALL UPGRADES, AND ULTIMATELY CLOSING PROJECT CI2507.

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

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

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

This Resolution was assigned as 16272.

N5 AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A PROGRAMMATIC AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO STATE HISTORIC PRESERVATION OFFICE REGARDING THE ADMINISTRATION OF FEDERAL GRANT PROGRAMS

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

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

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

N7 AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COUNTY OF PUEBLO, COLORADO, FOR THE COMMUNITY SERVICES PLANNING ADMINISTRATION AND ACCOUNTABILITY SERVICES AND PROVIDING FOR THE EXECUTION THEREOF, AND RESCINDING RESOLUTION 9903

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

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

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

N10 AN ORDINANCE APPROVING A SETTLEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO ECONOMIC DEVELOPMENT CORPORATION, A COLORADO NONPROFIT CORPORATION AND AUTHORIZING THE MAYOR TO EXECUTE SAID CONTRACT

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

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

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

Q1 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO NEIGHBORWORKS SOUTHERN COLORADO IN THE AMOUNT OF \$500 TO SPONSOR THEIR 6TH ANNUAL GOLF SCRAMBLE AT 8:00 AM AT ELMWOOD GOLF COURSE ON FRIDAY, MAY 8TH, 2026

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

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

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

This Resolution was assigned as 16273.

Q2 A RESOLUTION IN SUPPORT OF FRIENDS OF CITY PARK'S SUBMITTAL OF A LETTER OF INTENT FOR HISTORY COLORADO'S STATE HISTORICAL FUND COMPETITIVE GRANT PROGRAM TO PRESERVE THE CITY PARK BATH HOUSE

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

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

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

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

This Resolution was assigned as 16274.

R. ORDINANCES – FINAL PRESENTATION

R1 AN ORDINANCE AMENDING SECTION 11-7-1 AND SECTION 11-7-5 OF THE PUEBLO MUNICIPAL CODE TO AUTHORIZE THE PUBLICATION NOTICE ON THE PUBLIC WEBSITE OF THE CITY OF PUEBLO

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as 11126.

R2 AN ORDINANCE APPROVING A QUIT CLAIM DEED BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE STATE OF COLORADO, DEPARTMENT OF TRANSPORTATION, TRANSFERRING CITY-OWNED PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as 11127.

R3 AN ORDINANCE AMENDING THE 2026 FISCAL YEAR STAFFING ORDINANCE BY CONVERTING THREE (3) VACANT FULL-TIME EMERGENCY MEDICAL

OFFICER (EMO) POSITIONS TO THREE (3) FIRE ENGINEER POSITIONS WITHIN THE AUTHORIZED STAFFING OF THE FIRE DEPARTMENT

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

PUBLIC HEARING:

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

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

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

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

R4 AN ORDINANCE APPROVING A QUIT CLAIM DEED BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND GOODNIGHT BARN HISTORIC PRESERVATION, INC. TRANSFERRING CITY-OWNED PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

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

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

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

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

R5 AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO COMMUNITY HEALTH CENTER INC., A COLORADO NON-PROFIT CORPORATION FOR THE PROVISION OF PRIMARY HEALTH CARE SERVICES AT THE PUEBLO HOMELESS SHELTER AND AUTHORIZING THE MAYOR TO EXECUTE SAID CONTRACT

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as 11128.

R6 AN ORDINANCE AMENDING AND EXTENDING THE TERM OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE PUEBLO ASSOCIATION OF GOVERNMENT EMPLOYEES FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2027 THROUGH DECEMBER 31, 2027

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as 11129.

S. ADJOURN

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

Respectfully submitted,



Vincent Petkosek
Deputy City Clerk

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

Planning & Zoning Commission

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, January 14, 2026, 3:30 p.m.

City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:32 pm. with Chairman Mike Castellucci presiding.

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

Commissioners Absent: James Salazar

Staff Members Present: Laura Portis, Assistant City Attorney; Beritt Odom, Director of Planning and Community Development; Mikaylin Hackley, Planner; and Hannah Prinzi, Planner.

Staff Members Absent: None

Approval of the Agenda: Bailey moved to amend the agenda, continuing items Z-25-20 and S-25-06, 2026, meeting to the February 11, 2026, meeting and approve the agenda as amended, seconded by Spinuzzi.

Motion Passed: 6-0.

Public Meeting: NA

Public Hearing:

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

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

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

Motion Passed: 6-0.

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

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

Motion Passed: 6-0.

Approval of Minutes:

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

Motion Passed: 6-0

Old/New Business: NA

Adjourn at 3:54 PM

Respectfully submitted,



Mike Castellucci
Chairperson



Beritt Odom
Executive Secretary

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

Z-25-22

January 14, 2026

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

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

BACKGROUND:

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

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

STAFF ANALYSIS:

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

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

SITE CHARACTER AND COMPATIBILITY

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

Neighborhood Compatibility:

North: Central Business (B-4) & Floodplain (S-3) Districts,
Developed with auto rental/service shop and drainage ponds

East: I-25 and interstate right-of-way

South: Industrial (I-2) & Highway and Arterial Business (B-3) Districts,
Developed with self-storage facility and dog training business

West: Mobile Home Residential (R-7) District,
Developed with Pueblo Grande mobile home park

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Business Park (BP) Zone District Standards:

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

RECOMMENDED ACTION:

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

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

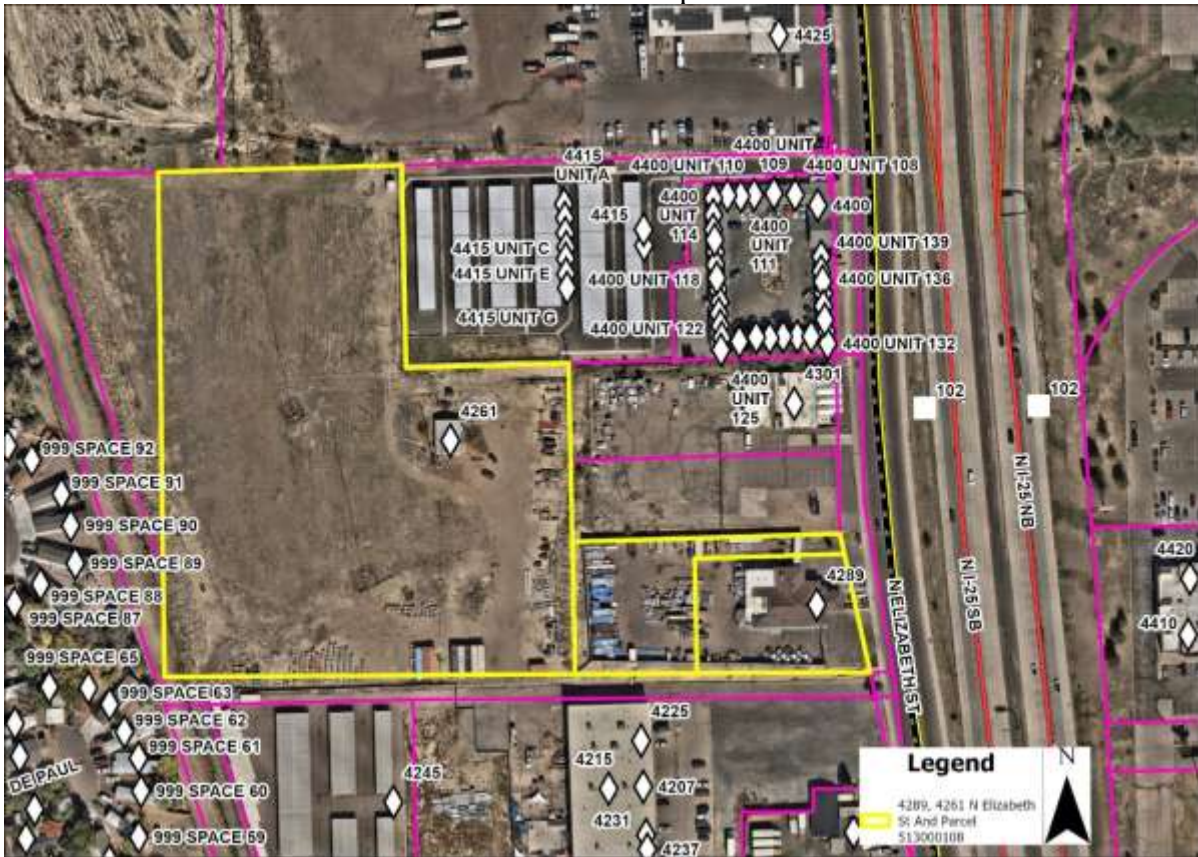
REFERRAL AGENCIES AND COMMENTS:

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

ATTACHMENTS:

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

A. Aerial Map



B. Zoning Map



C. Comprehensive Plan Map



D. Public Notice Photo



E. Site Photos



Google Imagery from N Elizabeth ROW; Sept. 2025

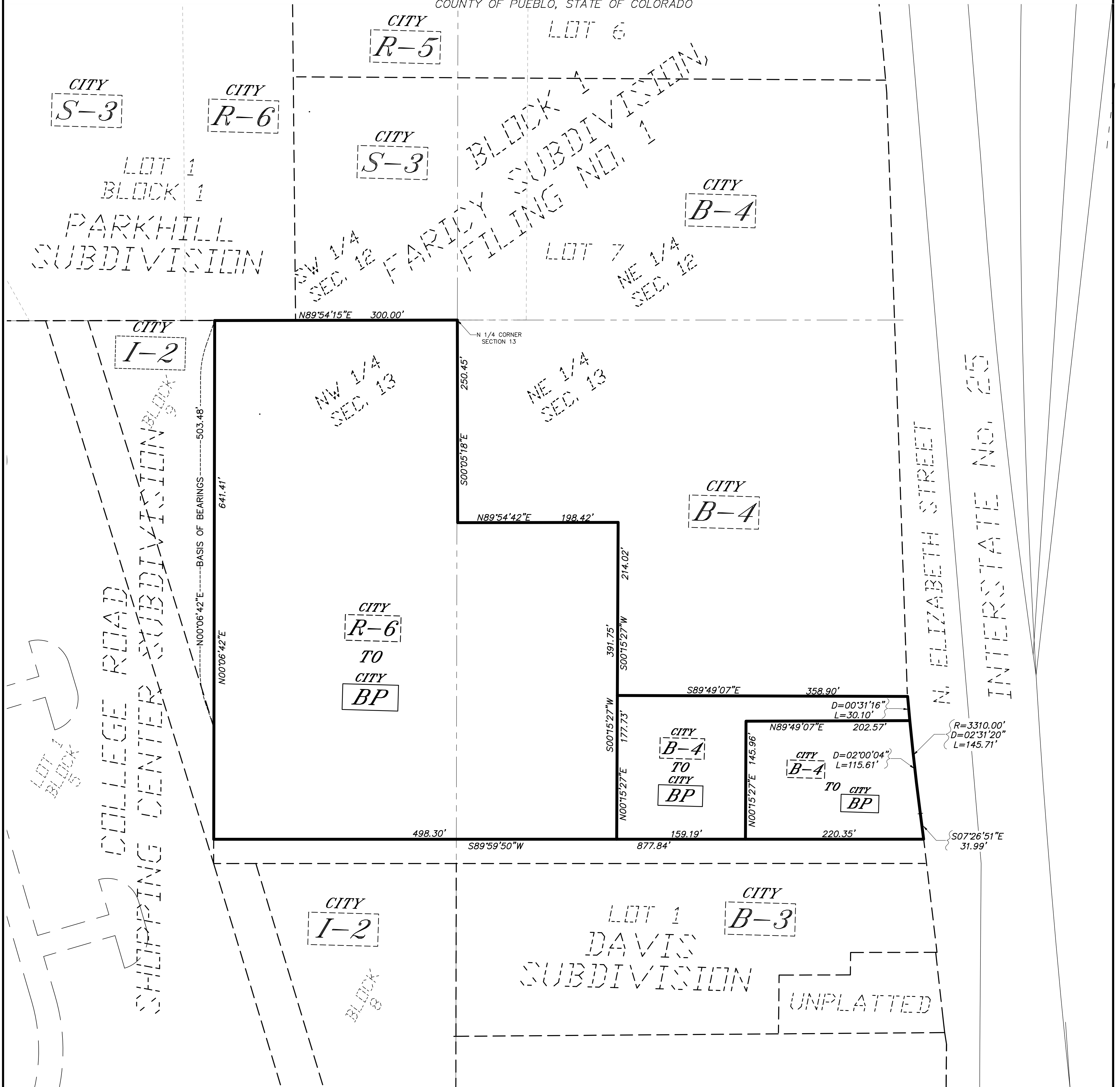


Google Imagery from N Elizabeth ROW; Sept. 2025

F. Rezoning Exhibit & Supporting Documents

EXHIBIT "B" ZONING EXHIBIT


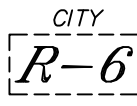
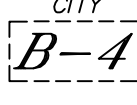
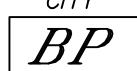
PARCELS OF LAND LOCATED IN THE NE 1/4, NW 1/4, AND THE NW 1/4, NE 1/4 OF SECTION 13,
TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
COUNTY OF PUEBLO, STATE OF COLORADO



PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

SCALE: 1" = 60'
0 30' 60' 120'

LEGEND

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

BASIS OF BEARINGS

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



VICINITY MAP
NOT TO SCALE



Planning & Zoning Map Amendment Application (Rezoning)

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

Property Owner	
Name: JIMSOCORENTALS LLC	
Company: JIMSOCORENTALS LLC	
Address: 4289 N. Elizabeth Street, Pueblo, CO	Zip: 81008
Phone: () 719-542-2330	Email: Magahouse1817@gmail.com
Applicant	
Name: Same as Owner	
Company:	
Address:	Zip:
Phone: ()	Email:
Person or Firm Representing (If Different From) Owner or Applicant	
Name: Michael L. Cuppy	
Company: NorthStar Engineering & Surveying, Inc.	
Address: 111 E. 5th Street, Pueblo, CO	Zip: 81003
Phone: () 719-544-6823	Email: mcuppy@northstar-co.com
<i>The applicant will be the primary contact unless otherwise noted.</i>	
Project Location: 4289 N Elizabeth St., Pueblo, CO 81008-2001. Pashco Roofing Inc (address or general description)	
Parcel# 0513000004, 0513000108, 0513000083	
Legal Description: See attachment	
Subdivision: 7037 - COM-Elizabeth W of I-25	Acreage: 7.708 acres
Existing Zone District: B-4 and R-6	Proposed Zone District: BP

Purpose of this Application:

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

(Continued from previous page)

Statement of Facts:

Justifying the zone change request. Be specific; use additional sheets if necessary.

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

Description of area surrounding proposed development:

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

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

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

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

Estimated date for beginning project: N/A

Estimated date for completion of project: N/A

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

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

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

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.

Application received by:

Date:

Application checked for completeness by:

Date:

Case Manager:

Fee Paid:

Hearing date:

- Approved
- Denied
- Approved w/conditions



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

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

Property Owner

Print Name:

James J. Sprague

Signature:

[Handwritten Signature]

Date: 10/13/2025

Applicant, if different from Property Owner

Print Name:

Signature:

Date:

December 29, 2025

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

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

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

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

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

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

CASE NUMBER Z-25-22

CERTIFICATION

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

12-29-25 Mailed By Carol

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

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

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

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

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

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

Planning & Zoning Commission

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, February 11, 2026, 3:30 p.m.

City Council Chambers, 1 City Hall Place

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

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

Commissioners Absent: N/A

Staff Members Present: Laura Portis, Assistant City Attorney; Beritt Odom, Director of Planning and Community Development; Mikaylin Hackley, Planner; and Hannah Prinzi, Planner.

Staff Members Absent: N/A

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

Motion Passed: 7-0.

Public Meeting: N/A

Public Hearing:

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

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

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

Motion Passed: 7-0



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Director Planning and Community Development

CC: Jonell Gist, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

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

DATE: February 26, 2026

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

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

V-25-06

February 11, 2026

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

REQUEST:

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

BACKGROUND AND STAFF FINDINGS:

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

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

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

APPLICABLE REGULATIONS:

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

RECOMMENDED MOTION:

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

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

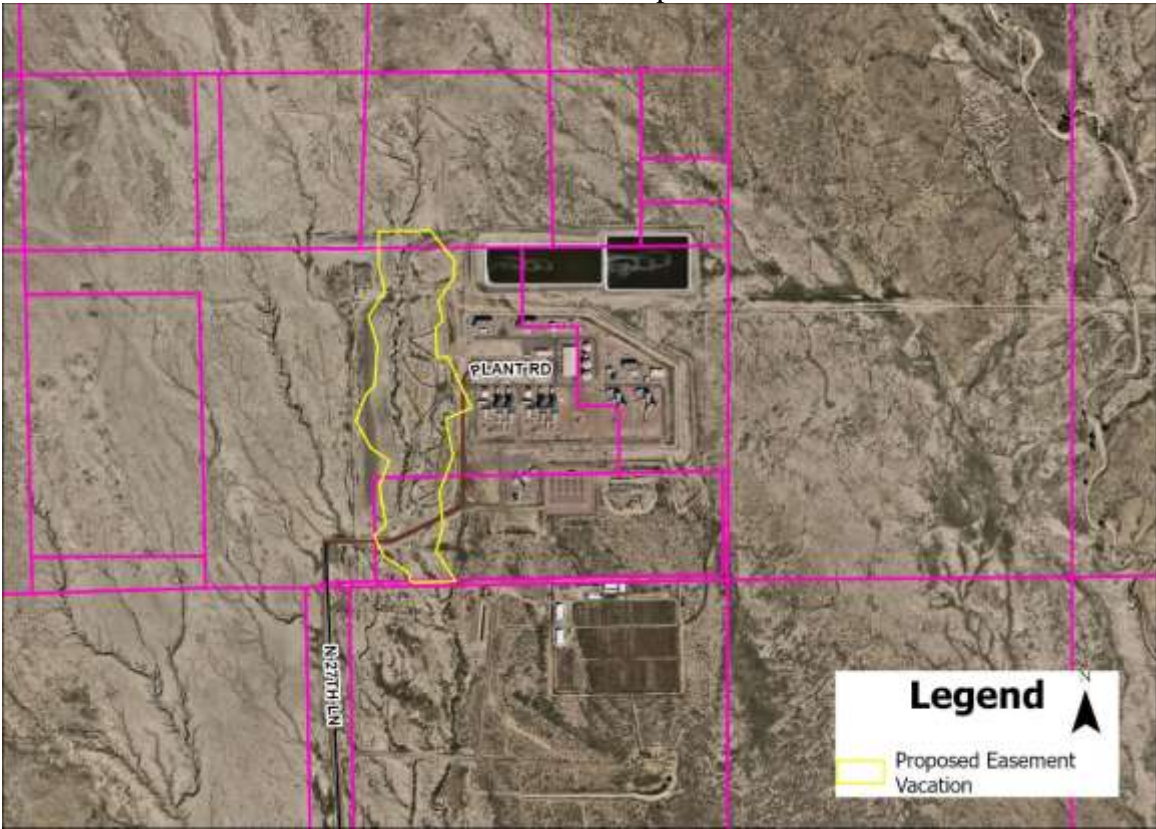
REFERRAL AGENCIES AND COMMENTS:

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

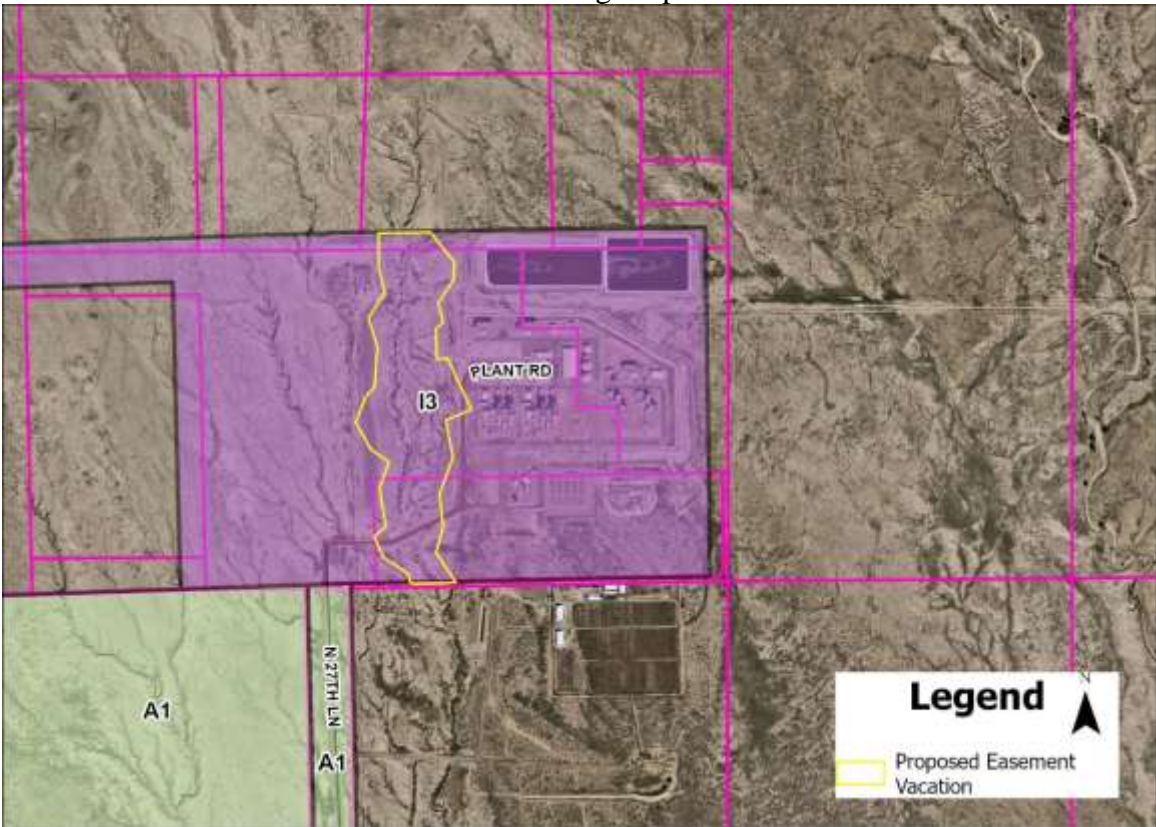
ATTACHMENTS:

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

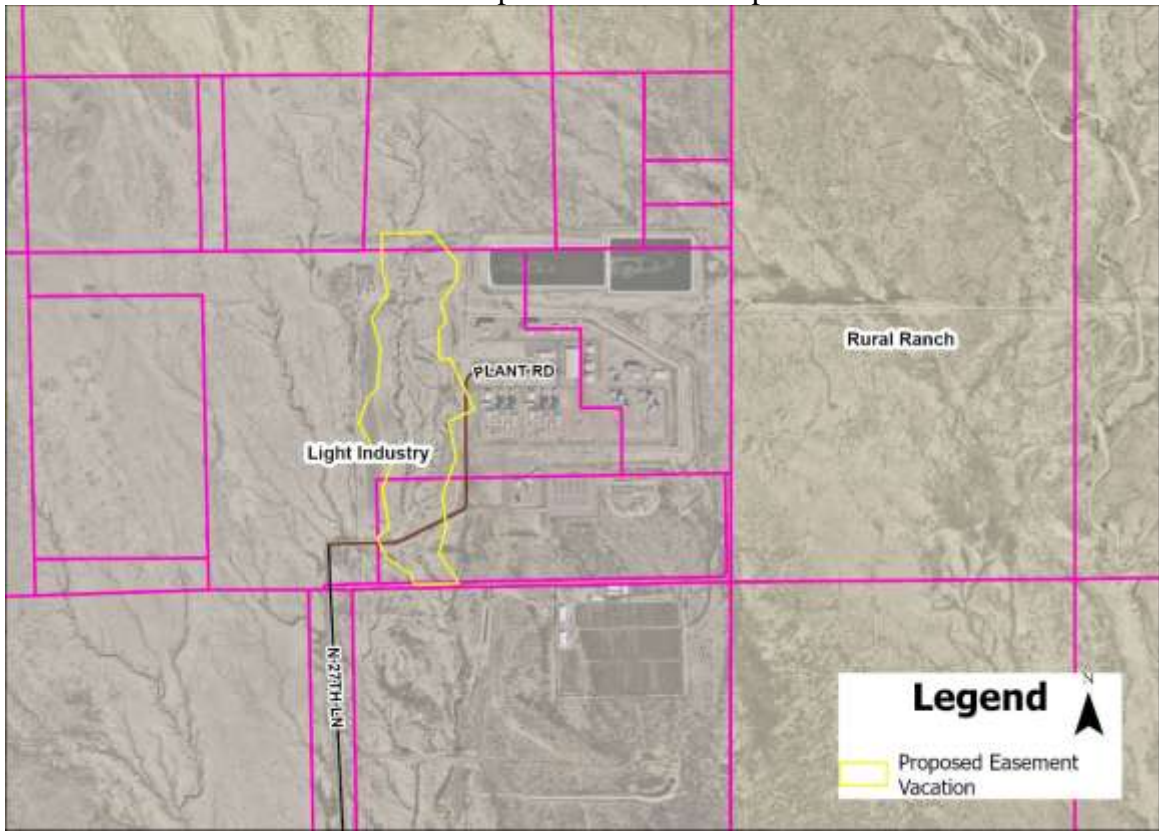
A. Aerial Map



B. Zoning Map



C. Comprehensive Plan Map



D. Public Notice Photo



E. Vacation Plat & Supporting Documents

Andrew Hayes
Director Public Works



Beritt Odom
Director Planning &
Community Development

Steven Meier
Director Parks & Recreation

Executive Secretary of
Planning & Zoning
Commission

Subdivision Review Committee

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: February 4, 2026

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

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

Requests for Modifications to Requirements:	Not applicable
Request for Deferred Filings	Not applicable
Plat Deficiencies:	Not applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	1. All drainage reports must receive final approval from the Director of Stormwater prior to presentation at City Council.

January 26, 2026

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

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

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

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

CASE NUMBER V-25-06

CERTIFICATION

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

January 20, 2026
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

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

January 20, 2026
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

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

When Recorded Return to:
COLORADO DIVISION OF HOUSING
1313 SHERMAN STREET, ROOM 320
DENVER, CO 80203
Attn: Ebony Russell

2148541 08/12/2019 01:11:12 PM
Page: 1 of 4 R 28.00 D 0.00 T 28.00
Gilbert Ortiz Clerk/Recorder, Pueblo County, Co

EXHIBIT F

**COLORADO DEPARTMENT OF LOCAL AFFAIRS
USE COVENANT AND REGULATORY AGREEMENT**

THIS USE COVENANT AND REGULATORY AGREEMENT ("Covenant") is made by Pueblo Rescue Mission, a Colorado nonprofit corporation ("Owner"), whose business address is P.O. Box 9167, Pueblo, CO 81003 fee simple owner of the real property described below, and is effective as of the date appearing beneath Owner's signature at the end of this Covenant.

Owner is a beneficiary of funds through Grant Agreement #H0HSP19082 (the "Funding Agreement") from the State of Colorado, by and through the Department of Local Affairs, for the benefit of the Division of Housing ("Grantor") for use in the rehabilitation of the Pueblo Rescue Mission (the "Project"), located at 724-728 W. 4th Street, Pueblo, CO 81003 (the "Property"), whose legal description is as follows:

LOTS 18-24 BBLK 3 THATCHER+ GAST SUB FORMERLY 05-362-05-007, -013, -108, -019

As a condition precedent to the receipt of the funds, Owner shall promptly record this Covenant with the real property records at the clerk and recorder's office in the county in which the Property is located to ensure that certain rental and occupancy limitations associated with the Grantor's Homeless Solutions Program ("HSP") program are met regardless of ownership.

NOW, THEREFORE, the following is established as a covenant running with the land:

1. **Use Restriction.** For the term of this Covenant, the Property shall be used primarily to provide shelter for Eligible Beneficiaries. Owner shall not demolish any part of the Project or permit the Project to be used for any purpose other than a homeless shelter.
2. **Change in Use.** No change in use is permitted without the express written consent of Grantor.
3. **Affordability Period.** This Covenant shall encumber the Property, without regard to the term of any mortgage or any transfer of ownership, for a period of forty (40) years following the date the Project is complete (the "Project-Close Out Date") as identified in writing to the original recipient of the funds. This period is the "Affordability Period". Repayment of HSP funds shall not terminate the Affordability Period.
4. **HSP-Assisted Beds.** Owner shall designate one hundred (100) beds at the Project as HSP-assisted beds.
5. **Eligible Beneficiaries.** Each HSP-Assisted bed shall be occupied by an Eligible Beneficiaries. "Eligible Beneficiaries" means a household that is Homeless. "Homeless" means individuals and families that lack a fixed, regular, and adequate nighttime residence and is residing in: i). a place not designated for or used for human habitation, including a car, park, abandoned building, bus or train station, airport, camping ground, on the street, etc; ii). a shelter designed to provide temporary living arrangements (including emergency shelter, congregate shelters, transitional housing, hotels and motels paid for by charitable organizations or by government programs); or iii). an institutional setting (correctional facility, substance abuse treatment center, hospital, or psychiatric facility) where they do not have a stable housing situation to which they can return.
6. **Lawful Presence.** Reserved.

Office of County Clerk & Recorder
Pueblo County, State of Colorado
Certified to be a full, True and Correct
Copy of record in my Office.

Exhibit F
Page 1 of 4
CMS #140610

Book _____ Page _____
Rec No. 2148541
Date OCT 15 2019

[Signature]
Pueblo County Clerk & Recorder
By _____ Deputy



7. **Income Eligibility Determinations.** Reserved.
8. **Affordable Rents.** Reserved.
9. **Tenant Selection.** Reserved.
10. **Tenant Protections.** Reserved.
11. **Violence against Women Act (“VAWA”).** Reserved.
12. **Ongoing Property Condition Standards.** Owner shall maintain the Property as decent, safe, and sanitary housing in good repair. Throughout the Affordability Period, Owner shall ensure that the Property is suitable for occupancy, and complies with all applicable health, safety and other codes, ordinances, and requirements, including:
 - 12.1. All applicable State and local code requirements and ordinances,
 - 12.2. HUD’s Housing Quality Standards as defined at 24 CFR 982.401, and
 - 12.3. All accessibility standards of the Fair Housing Act (42 USC 3601-20).
13. **Affirmative Marketing.** Reserved.
14. **Recordkeeping.** Owner shall maintain records documenting compliance with this Covenant for the most recent six-year period, until six years after the completion of the Affordability Period.
15. **Monitoring.** Owner shall timely respond to and cooperate with all requests from Grantor, or its designee, for information, or to conduct on-site inspections, for the purpose of determining whether the Property is in compliance with the terms of this Covenant.
16. **Annual Audit.** Reserved.
17. **Enforcement.** Grantor, or its designee, may take legal action to enforce the terms of this Covenant and shall be entitled to all available remedies in law or in equity including, without limitation, specific performance and injunctive relief.
18. **Noncompliance.** Grant funds invested in housing that does not meet affordability requirements for the full Affordability Period must be repaid to the Grantor. If the Property is not used to house Eligible Beneficiaries for the full term of the Affordability Period, Owner shall repay to the State, within sixty days of the State’s request, the full amount of the funds disbursed pursuant to the Funding Agreement. Repayment of grant funds shall not terminate the Affordability Period.
19. **Transfers.** This Covenant is a covenant running with the land and shall be binding on Owner’s successors, assigns, heirs, grantees and lessees. Owner shall take all steps reasonable and necessary to ensure that the requirements and restrictions of this Covenant are binding on any successor to Owner who acquires an interest in the Property. Owner hereby covenants to include the requirements and restrictions of this Covenant in any document to be executed in connection with the transfer of any interest in the Property to another person or entity to ensure that such transferee has notice of, is bound by, and agrees to abide by the terms of this Covenant. Owner shall not, without the prior written consent of Grantor, Transfer the Property or any interest in the Property. For purposes of this Covenant, “Transfer” shall mean (i) the sale, assignment, transfer, conveyance, disposition, or alienation of an interest in the Property; (ii) the dissolution of Owner; or (iii) the sale, transfer, conveyance or other disposition of all

of Owner, a sufficient amount of interest such that another entity gains a controlling interest in Owner, or the managing general partner of Owner. The foregoing notwithstanding, the consent of Grantor shall not be required for (i) the sale of obsolete or worn-out furnishings or equipment, (ii) the direct or indirect transfer of an investor member interest in Owner, (iii) the removal and replacement of the managing member of Owner as permitted in the Operating Agreement of Owner, but only if the replacement is the investor member of Owner or an affiliate thereof. Any subsequent replacement of the managing member of Owner shall require the prior written consent of Grantor, which shall not be unreasonably withheld provided such managing member meets Grantor's then current approval standards.

20. **Release.** Upon satisfaction of the terms of this Covenant, and the written request of Owner or the then owner of record, Grantor will execute a release of this Covenant.
21. **Termination.** This Covenant shall terminate upon the date the Property is acquired by foreclosure or transfer in lieu of foreclosure, unless such acquisition is part of an arrangement with the Owner a purpose of which is the termination of this Covenant or the entity or entities acquiring the Property through foreclosure have business ties to the Owner or family ties to a principal of Owner.
22. **Changes in Law.** Until such time as this Covenant is released, Owner shall comply with all laws, regulations, and ordinances applicable to Owner under this Covenant, as such laws, regulations, and ordinances may change from time to time.

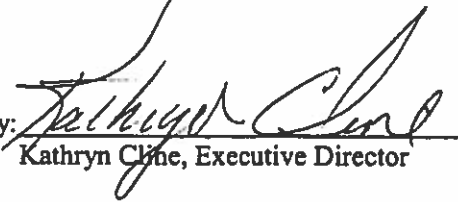
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2148541 08/12/2019 01:11:12 PM
Page: 4 of 4 R 28.00 D 0.00 T 28.00
Gilbert Ortiz Clerk/Recorder, Pueblo County, Co

SIGNATURE PAGE

OWNER

Pueblo Rescue Mission, a Colorado nonprofit corporation

By: 
Kathryn Cline, Executive Director

State of Colorado)
County of Pueblo) ss.

The foregoing instrument was subscribed to and acknowledged before me this 12 day of August, 2019, by Kathryn Cline as Executive Director of Pueblo West Commission

Witness my hand and official seal



KATHERINE ROSE MARIE OSBORNE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154032029
MY COMMISSION EXPIRES SEPTEMBER 08, 2019

When Recorded Return to:
COLORADO DIVISION OF HOUSING
1313 SHERMAN STREET, ROOM 320
DENVER, CO 80203
ATTENTION: Lukas Kilimann
DOH Contract #H0HSP19082

**FIRST AMENDMENT TO
COLORADO DEPARTMENT OF LOCAL AFFAIRS
USE COVENANT AND REGULATORY AGREEMENT**

THIS FIRST AMENDMENT TO USE COVENANT AND REGULATORY AGREEMENT ("First Amendment") is made as of the _____ day of _____, 2025 by The City of Pueblo, a Colorado municipal corporation, (the "Owner"), whose business address is 1 City Hall Place, Pueblo, CO 81003 fee simple owner of certain property further described herein.

Commented [PB1]: Contracting Specialist to handwrite this date in on the two original paper copies as the date that DOH Executive Director signs.

WHEREAS, the Owner is the beneficiary of funds through Grant Agreement #H0HSP19082 ("Funding Agreement") from the State of Colorado, by and through the Department of Local Affairs, for the benefit of the Division of Housing (the "State," "DOLA," or "DOH") to be used for the use in rehabilitation of Pueblo Rescue Mission (the "Project") located at 728 W. 4th Street, Pueblo, CO 81003 (the "Property"), whose legal description is as follows:

LOTS 18-24 BBLK 3 THATCHER+GAST SUB FORMERLY 05-362-05-007, -013, -108, -019

WHEREAS, as a condition to the receipt of the funds, Pueblo Rescue Mission, a Colorado nonprofit corporation (the "Original Owner") executed and recorded that certain Colorado Department of Local Affairs Use Covenant and Regulatory Agreement (the "Covenant") dated August 12, 2019 and recorded August 12, 2019 at Reception #2148541 among the real property records of the Clerk and Recorder of Pueblo County to run with the Property to ensure that certain rental and occupancy limitations associated with the Homeless Solutions Program ("HSP") are met.

WHEREAS, the Project's rehabilitated bed count did not match the bed count listed in the Covenant. This First Amendment will correct the bed count so that it accurately reflects what was actually built.

WHEREAS, Original Owner dissolved and transferred ownership of the Property to the Owner.

WHEREAS, the Owner and the State wish to amend certain terms and conditions contained in the Covenant.

NOW, THEREFORE, the following is established as a covenant running with the Property;

1. **Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this First Amendment.
2. **Limits of Effect.** The Covenant and all prior amendments to the Covenant, if any, remain in full force and effect except as specifically modified herein.
3. **Modifications.** The Covenant is hereby modified as follows:

Section 4, HSP-Assisted Beds, is hereby deleted and replaced with the following:

“4. **HSP-Assisted Beds.** Owner shall designate ninety-two (92) beds at the Project as HSP-assisted beds.

”

4. **Effective Date.** This First Amendment shall be effective as of the date signed by the State.

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SIGNATURE PAGE

Owner

City of Pueblo, a Colorado municipal corporation

By: _____
,

State of _____)
County of _____) ss.
_____)

The foregoing instrument was subscribed to and acknowledged before me this ____ day of _____, 2025, by _____ as _____ of _____.

Witness my hand and official seal

APPROVED AND AGREED TO BY THE STATE:

STATE OF COLORADO, by and through the
Department of Local Affairs, for the benefit of the
Division of Housing

By: _____
Maria De Cambra, Executive Director,
Department of Local Affairs

Date: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2025,
by _____, as _____ of the Department of Local
Affairs.

Witness my hand and official seal.

My commission expires: _____

Notary Public

OPERATING AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into on the last date signed below by and between the City of Pueblo, a Municipal Corporation, hereinafter referred to as the “City” and Boys & Girls Clubs of Pueblo INC of Pueblo, CO, a Colorado Non-Profit Organization dba Boys and Girls Club, hereinafter referred to as “Boys and Girls Club” (collectively referred to as “Parties”) for this subrecipient agreement.

WHEREAS, An amendment to the budget was made by Councilor Martinez to support Boys and Girls Club in the amount of \$50,000 in 2026; and

WHEREAS, This funding was approved by City Council in the 2026 budget on November 24, 2025.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the parties hereto do mutually agree as follows:

1. BOYS AND GIRLS CLUB OBLIGATIONS

Boys and Girls Club will use the funding for only for the approved eligible uses outlined below

- a. Fifth Day Programming for 25 youth over the course of a year
- b. A portion of three staff positions to support the programming throughout multiple sites (hereinafter the “Program”)

2. TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 2026 to December 31, 2026 (“Term”), unless extended or sooner terminated as herein provided. Upon expiration of the Term, the Parties may extend this Agreement for an additional one-year term, provided Boys and Girls Club has complied with all the terms and conditions of this Agreement. Either Party may exercise this option by sending written notice to the other prior to the end of the Term. The City reserves the right to deny for any reason a request for extension of the Term.

3. TERMINATION OF AGREEMENT

- (a) For Cause: This Agreement may be terminated by City for cause, including any nonperformance by Boys and Girls Club, upon written notice of nonperformance to Boys and Girls Club and after such nonperformance is not cured within fourteen (14) days thereafter.
- (b) For Convenience: This Agreement may be terminated for convenience by either Party upon thirty days prior written notice.

(c) Post Termination Procedures: In the event of termination for any reason, any unspent funds awarded pursuant to this agreement shall immediately become the sole and separate property of the City and Boys and Girls Club shall perform all acts and execute all instruments necessary to transfer and assign such property, funds, and income to City.

Commented [LP1]: It looks like the resolution that passed City Council at this meeting was just \$1,400 for a December 2025 program (not the 2026 budget), though I could be missing something. Either way, I'd prefer to word this section differently, as a lone council member cannot actually amend the budget.

Commented [MC2R1]: It was amended at the time of budget approval, and was done properly with a motion, second and vote. This is correct.

Commented [LP3]: Are there residency requirements for the enrollees of this program? I think we would perhaps want to include more of a description of our requirements for the programming they are being contracted to provide.

Commented [MC4R3]: There are not residency requirements in this program. Generally with children, it is difficult to collect that type of documentation so we look at other metrics for reporting

4. ASSIGNABILITY

This Agreement shall not be assigned or transferred by Boys and Girls Club without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City’s election, be deemed void and of no effect whatsoever.

5. PROGRAM RECORDS

Boys and Girls Club shall maintain records as to all services provided, reimbursable expenses incurred in performing this Agreement or otherwise related to the Program. Accounting records shall be kept on a generally recognized accounting basis and as requested by the City’s auditor.

6. MONITORING AND EVALUATION

The City shall have the right to monitor and evaluate the progress and performance of the Program to assure that the terms of this Agreement are being satisfactorily fulfilled. The City may review the Boys and Girls Club’s performance using on-site visits, progress reports required to be submitted by the Boys and Girls Club, audit findings, disbursements transactions, and contact with the Boys and Girls Club as necessary. Such reviews shall occur no less than annually.— To assist City with its reviews, Boys and Girls Club shall furnish to the City monthly program and financial reports of its activities in such form and manner as may be requested by the City. In addition, Boys and Girls Club shall submit a quarterly report to the City setting forth the following information:-

- a. Program participation numbers and fund spending together with supporting documentation which demonstrates funds have been spent consistent with the Eligible Uses set forth herein. Quarterly progress reports shall be due on the first day of the calendar quarter and include the following information:

Reports are due quarterly and required prior to submitting an invoice for reimbursement. The following information must be included in the report.

- 1. Number of individuals served
- 2. Applicable demographics of individuals served
- 3. Impact assessment – Report on the impact of the programs on individuals served, such as improved nutrition, health and overall well being.
- 4. Financial – Amount of grant funding spent during the quarter or invoiced period.

- b. Boys and Girls Club shall fully cooperate with the City relating to such monitoring and evaluation. The City may reduce or terminate funding to include requiring return of funds already paid should it determine, in its sole and absolute discretion, that Boys and Girls Club has (i) failed to use the funds consistent with the Program as represented in its funding application to City Staff, (ii) misappropriated, mishandled, or misapplied funds, (iii) failed to provide Program information to the City upon request, (iv) failed an audit, or (v) provided false or misleading financial statements to the City.

7. BOYS AND GIRLS CLUB FILES AND INFORMATION REPORTS

Boys and Girls Club shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances, activity reports, and program income. Failure to report and prove eligible expenses will result in the requirement of funding to be repaid.

Commented [LP5]: Will they be able to evaluate this?

Commented [MC6R5]: They often keep information, though not on the individual level. We can remove.

Commented [LP7]: Did they provide a funding application? That might be helpful in drafting more detailed programming requirements in Section 1, and we may wish to incorporate it into the agreement as an exhibit.

Commented [MC8R7]: They did not because this was created in the budget. I made an amendment.

Commented [LP9]: Do we want to require them to maintain records of, or report, participant attendance?

Commented [MC10R9]: That should be addressed in section a. above.

8. INDEPENDENCE OF BOYS AND GIRLS CLUB

Nothing herein contained nor the relationship of Boys and Girls Club to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Boys and Girls Club or any of Boys and Girls Club's agents or employees the agents or employees of the City. Boys and Girls Club shall be solely and entirely responsible for its acts and the acts of its agents, employees, and subcontractors. It is expressly understood and agreed that Boys and Girls Club's agents, employees, or other personnel shall not be entitled to any payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever from City.

9. LIABILITY, INSURANCE

- Boys and Girls Club is receiving \$20,000 or less, which will categorically exclude the organization from meeting the insurance requirements of this Section 9.
 - Boys and Girls Club is receiving more than \$20,000, which will require compliance with this Section 9.
- (a) As to the City, Boys and Girls Club agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Boys and Girls Club or by the conditions created thereby. Boys and Girls Club further agrees to indemnify, defend, and save harmless the City, its officers, agents, and employees, from and against all claims, liabilities, costs expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Boys and Girls Club or out of any violation by Boys and Girls Club of any statute, ordinance, rule, or regulation.
- (b) Boys and Girls Club shall carry Commercial General Liability (CGL) insurance, covering claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work under this Agreement by the Boys and Girls Club, Boys and Girls Club's agents, representatives, employees, or subcontractors, and participants in any of Boys and Girls Club's programs, with limits of insurance of not less than \$500,000 for each occurrence and \$1,000,000 annual aggregate. The CGL shall apply as Primary and non-contributory insurance before any other insurance or self-insurance, including any deductible maintained by or provided.
- (c) Boys and Girls Club agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (c).
- (d) The minimum insurance coverage which Boys and Girls Club shall obtain and keep in force is as follows:

- (i) Workers' Compensation Insurance complying with statutory requirements in Colorado.
- (ii) Comprehensive General and Automobile Liability Insurance with limits not less than Six Hundred Thousand and No/100 Dollars (\$600,000) per person and occurrence for personal injury, including but not limited to death and bodily injury, and Six Hundred Thousand and No/100 Dollars (\$600,000) per occurrence for property damage.

(e) Boys and Girls Club shall procure and maintain, at its own expense, hazard and fire insurance for personal property and fixtures in such amounts as to adequately protect it from loss. Boys and Girls Club shall furnish a certificate of insurance certifying such coverage to City's Director of Finance upon execution of this Agreement.

10. PERA LIABILITY

Boys and Girls Club shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the city under this Agreement. Boys and Girls Club shall fill out the questionnaire attached as Exhibit B and submit the completed form to Finance Office as part of the signed Agreement.

11. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Boys and Girls Club and City.

12. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.

13. NON-DISCRIMINATION

Boys and Girls Club shall not in any manner discriminate against any person otherwise qualified and capable because of race, color, sex, marital status, age, religion, disability, national origin, or veteran status. Boys and Girls Club agrees to comply with applicable federal and state law and regulations concerning non-discrimination.

14. RESERVATION OF RIGHTS

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such. No waiver of any breach or breaches of any provision, covenant, or condition of this Agreement shall be construed to be a waiver of any preceding or succeeding breach of such provision, covenant, or condition, or of any other provision, covenant, or condition.

15. AUTHORITY FOR SIGNATURES; ELECTRONIC SIGNATURES

- (a) The persons signing this Agreement on behalf of Boys and Girls Club represent and warrant that such persons and Boys and Girls Club have the requisite power and authority to enter, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Boys and Girls Club enforceable against Boys and Girls Club, its successors, and authorized assigns, in accordance with its terms.
- (b) This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

16. FUND AVAILABILITY; SUBJECT TO LAW

- (a) Financial obligations of City, if any, after the current year in which this Agreement is signed by both parties are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available by Pueblo City Council and City executive departments. Nothing herein shall be deemed to create an ongoing financial obligation of City.
- (b) This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of City which may arise under this Agreement in any fiscal year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this Agreement, including any sub-agreement, attachment, schedule or exhibit thereto, by the City. City may in its sole and absolute discretion terminate this Agreement for reasons of non-appropriation immediately upon written notice without causing default or breach.

17. RIGHTS OF THIRD PARTIES

Nothing in this Agreement is intended, nor should it be construed, to create or extend any rights, claims or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations otherwise conferred upon the City of Pueblo, a Municipal Corporation under or by virtue of federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq.

IN WITNESS, WHEREOF, the Boys and Girls Club and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

ATTEST:

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

City Clerk

[S E A L]

By _____
Heather Graham, Mayor

ATTEST:

Boys and Girls Club of Pueblo, Inc. DBA BOYS
AND GIRLS CLUB

By _____
Signature

By _____
Signature

Name _____

Name _____

Title _____

Title _____

**EXHIBIT A
BUDGET**

Organization	Eligible Use	Amount
Boys & Girls Club of Pueblo	Fifth Day Programming, Salaries	\$50,000.00

EXHIBIT B

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

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

- a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? **Yes** _____, **No** _____.

- b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? **Yes** _____, **No** _____.
If you answered "yes" please state which of the above entities best describes your business:

- c) If you answered "yes" to both (a) and (b), please provide the name, address and social security number of each such PERA Retiree.

_____	_____
Name	Name
_____	_____
Address	Address
_____	_____
Social Security Number	Social Security Number

(If more than two, please attach a supplemental list)

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

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

Signed _____, 20____.

By: _____

Name: _____

Title: _____

For purposes of responding to question (b) above, an “affiliated party” includes (1) any person who is the named beneficiary or co-beneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse’s parents, stepparents, stepchildren, stepsiblings, and spouse’s siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree’s regular salary or compensation.

ORDINANCE NO. 9614

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A PROGRAMMATIC AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE COLORADO STATE HISTORIC PRESERVATION OFFICE REGARDING THE ADMINISTRATION OF U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT PROGRAMS

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

SECTION 1.

A Programmatic Agreement between the City of Pueblo, a Municipal Corporation, and the State Historic Preservation Office, relating to the City of Pueblo's federal environmental review responsibilities in accordance with Section 104(g) of the Housing and Community Development Act of 1974 [42 U.S.C. 5304(g)], where the Entitlement Community assumes federal agency responsibility for compliance with Section 106 of the National Historic Preservation Act of 1966, as amended [54 U.S.C. 300101 et seq.], a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor of the City of Pueblo is hereby authorized and directed to execute said Programmatic Agreement in the name of the City and the City Clerk is hereby authorized and directed to affix the official seal of the City of Pueblo and attest same.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on November 25, 2019 .

Final adoption of Ordinance by City Council on December 9, 2019 .



President of City Council

Action by the Mayor:

Approved on December 10, 2019 .

Disapproved on _____ based on the following objections:

Nilda Leal
Mayor

Action by City Council After Disapproval by the Mayor:

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

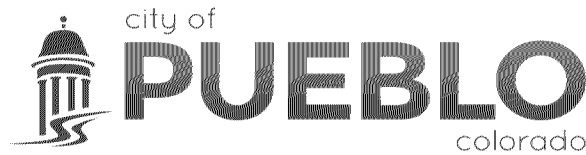
Ordinance re-adopted on a vote of _____, on _____

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

President of City Council

ATTEST

Brenda Armijo
City Clerk



**Background Paper for Proposed
ORDINANCE**

COUNCIL MEETING DATE: November 25, 2019

TO: President Dennis E. Flores and Members of City Council
CC: Nicholas A. Gradisar, Mayor
VIA: Brenda Armijo, City Clerk
FROM: Bryan Gallagher, Director of Housing and Citizen Services
SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A PROGRAMMATIC AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE COLORADO STATE HISTORIC PRESERVATION OFFICE REGARDING THE ADMINISTRATION OF U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT PROGRAMS

SUMMARY:

The Ordinance authorizes the City of Pueblo to enter into a Programmatic Agreement with the State Historic Preservation Office (SHPO). The intent of this agreement is to streamline the environmental review consultation process with the SHPO on U.S. Department of Housing and Urban Development (HUD) funded projects. The agreement identifies specific actions the City may undertake that would not have an adverse effect on historic properties and therefore not require consultation between the two entities.

PREVIOUS COUNCIL ACTION:

The City Council on October 15, 2013 approved Ordinance No. 8641, which authorized a 5-year programmatic agreement between the City of Pueblo and the Colorado State Historic Preservation Office.

BACKGROUND:

Under the Community Development Block Grant (CDBG), the HOME Investment Partnership Act (HOME), and other HUD Programs, the grantee is required to complete an environmental review for each activity to be undertaken with these funds. This process can be lengthy and time consuming for both agencies. In 2013, the City entered into a 5-year programmatic agreement with the SHPO for the various housing programs that the City and its subrecipients operate.

The Agreement allows the City to undertake certain predetermined actions on a property without the need to consult directly with the SHPO on each individual property or action. This will expedite the provision of services by a minimum of 30-days, allowing the City and its subrecipients to undertake a project in a more timely manner.

FINANCIAL IMPLICATIONS:

There is no financial impact to this Agreement, as there are no costs associated with entering into said Agreement. At present, both agencies are required to comply with the federal requirements, and this would serve to expedite the regulatory requirements.

BOARD/COMMISSION RECOMMENDATION:

Not applicable for this Ordinance.

STAKEHOLDER PROCESS:

Not applicable for this Ordinance.

ALTERNATIVES:

If the Ordinance is not approved, the City will continue to work with the SHPO and consult individually on a project by project basis.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

Attachment 1: Programmatic Agreement between the City of Pueblo and State Historic Preservation Office

**PROGRAMMATIC AGREEMENT
BY AND AMONG THE CITY OF PUEBLO, COLORADO
AND
THE COLORADO STATE HISTORIC PRESERVATION OFFICE
REGARDING THE ADMINISTRATION OF
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT PROGRAMS**

This Programmatic Agreement (hereinafter referred to as "Agreement") is made this 9th day of December, 2019, by and between the City of Pueblo (hereinafter referred to as "the Entitlement Community") and the Colorado State Historic Preservation Officer (hereinafter referred to as "SHPO").

WHEREAS, the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") provides formula grant funding to cities and counties in Colorado and to the State of Colorado; and

WHEREAS, due to their acceptance of federal environmental review responsibility, in accordance with Section 104(g) of the Housing and Community Development Act of 1974 [42 U.S.C. 5304(g)], the Entitlement Community has assumed federal agency responsibility for compliance with Section 106 of the National Historic Preservation Act of 1966, as amended [16 U.S.C. 470 et seq.] (Section 106); and

WHEREAS, the Entitlement Community now, or in the future, administers HUD grant programs which include, but are not limited to the following programs (HUD programs):

- Community Development Block Grant Program
- Community Development Block Grant Recovery Act (CDBG-R) under the American Recovery and Reinvestment Act (ARRA)
- Neighborhood Stabilization Programs
- HOME Investment Partnerships Program
- Emergency Shelter Grant Program
- Housing Opportunities for People with AIDS Program
- Lead-Based Paint Hazard Control Grant Program
- Lead hazard Reduction Demonstration Grant Program
- Section 8 Project Based Assistance Program including Single Room Occupancy
- Shelter Plus Care Program
- Special Projects Appropriated Under an Appropriations Act for HUD
- Supportive Housing Program

WHEREAS, the Entitlement Community has determined that implementation of the HUD Programs may include activities, such as rehabilitation (multiple undertakings), demolition and new construction, which may have an effect on properties included in or eligible for inclusion in the National Register of Historic Places (Historic Properties); and

WHEREAS, the Entitlement Community has determined that certain activities funded by the HUD Programs have limited potential to affect Historic Properties and has consulted with the Colorado State Historic Preservation Office (SHPO) pursuant to 36 C.F.R. 800.14 of the regulation implementing Section 106; and

WHEREAS, the Entitlement Community acknowledges the importance of compliance with 36 C.F.R. Part 800, et al regarding mandatory consulting and has implemented policies and procedures regarding such consultation with the SHPO; and

WHEREAS, pursuant to 36 C.F.R. 800.14(b) the Entitlement Community will notify the Advisory Council on Historic Preservation (ACHP) of its intention to prepare a programmatic agreement and submit this Agreement for review and consultation; and

WHEREAS, pursuant to 36 C.F.R 800.14(b) the Entitlement Community will notify the Indian Tribes of its intention to prepare a programmatic agreement and submit this Agreement for review and consultation. The Entitlement Community shall consult with Indian Tribes that attach traditional religious and cultural significance to historic properties that may be affected by the Entitlement Community undertakings. The Entitlement Community recognizes the unique legal and political relationship the United States Government has with federally-recognized Indian Tribes, including government-to-government relationships, and consultation responsibilities as set forth in 36 C.F.R., Part 800, et al.

NOW THEREFORE, the Entitlement Community, and the SHPO agree that HUD Programs shall be administered in accordance with the following stipulation to satisfy the Section 106 responsibilities of the Entitlement Communities and HUD.

Stipulations

I. EXEMPTED AND NON-EXEMPTED ACTIVITES

A. Activities Not Requiring Review

The following proposed undertakings have limited potential to affect historic properties and may be approved by the Entitlement Communities and/or HUD without further consultation with the SHPO, Indian Tribes, or Advisory Council on Historic Preservation. For purposes of this agreement, the term "in-kind materials" is defined as installation of a new element that duplicates the material, dimensions, configuration and detailing of the original element. This duplication may take into account technical advances in materials and design while maintaining or exceeding the durability, appearance and function of the original element, while also meeting required energy conservation standards and/or in accordance with mandated health and safety requirements (i.e. hazardous material mitigation or building code egress requirements).

1) General:

- a. Projects on buildings less than fifty years old;
- b. Projects on buildings fifty or more years old but have been determined by SHPO as **not** eligible for National Register of Historic Places;
- c. Refinancing; or
- d. Leasing without rehabilitation or construction.

2) Site Work:

- a. Installation, repairs or replacement of retaining walls, driveways, curbs & gutters, and parking areas, excluding the repair of existing rock retaining walls;
- b. Installation or in-kind repair or replacement of brick or stone sidewalks or alleys;
- c. Installation or in-kind repair or replacement of site improvements including, but not limited to fences, landscaping, and steps which are not attached to any building;

- d. Installation, repair or replacement of utilities including but not limited to gas lines, sanitary and storm water lines, electrical, cable or other underground utilities within a previously developed land and public right-of-way(s);
- e. Installation, repair or replacement of park and play ground equipment, excluding buildings; or
- f. The installation, repair or replacement of public sidewalks, and ADA curb ramps, providing no significant features are removed or destroyed.

In the event that historic or prehistoric archaeological resources are discovered during ground-disturbing activities, work shall be immediately stopped and notification provided to SHPO.

3) Exterior Rehabilitation

- a. Installation of storm windows and doors, providing they conform to the shape and dimensions of existing windows;
- b. Removal of exterior paint by non-destructive methods, providing that such removal is consistent with Lead Based Paint regulations;
- c. Application of exterior paint, other bonded finishes and caulking, with the exception of previously unpainted masonry;
- d. Lead Based Paint mitigation that does not involve removal or alteration of special features;
- e. Repair, partial in-kind replacement or addition of matching in-kind elements for the purpose of safety/code requirements of existing porch elements such as columns, decking/flooring, floor joists, ceilings, railings, balusters, balustrades, lattice and steps;
- f. Maintenance, repair, and in-kind replacement to code requirements of roofing shingles, roof cladding and sheathing, gutters, downspouts, soffits, and fascia, providing no change to the roof pitch or configuration occurs;
- g. Weatherization of historic components such as door and windows, by means of caulking, insulation, weather stripping, and installation of clear glass in existing sashes-including retrofitting for energy efficient, sealed, double low-e glazing;
- h. Placement and installation of exterior HVAC mechanical units, vents, including associated electrical and plumbing modifications, providing they are not located on the front elevation;
- i. Installation, repair, or replacement of basement bulk head doors;
- j. Installation of additional decorative or security lights providing such installation does not damage historic materials;
- k. Securing or mothballing a property by means of boarding over window and door openings, making temporary roof repairs, and/or ventilating the structure;
- l. The installation, repair, or replacement of exterior outlets, and sill cocks providing any required patching is completed with in-kind materials; or
- m. The installation of accessibility ramps, providing they are installed on the rear portion of the house, or when installed on front elevation that they meet the requirements set forth in 36 CFR 68.3 (standards).

4) Interior Rehabilitation

- a. Installation, replacement, upgrade, or repair of plumbing, including non historic bath & kitchen fixtures, cabinetry and appliances, HVAC units & systems, electrical and fire protection systems providing no structural alterations are involved;

- b. Installment of bathroom fans providing no historic elements will be removed, altered, or damaged;
- c. Installment of insulation in ceiling and attic spaces, basements and crawlspaces;
- d. Architectural Barrier Improvements for bathroom including doorways, providing the work is contained with the existing area;
- e. Structural repairs to sustain the existing structure that do not alter the foot print of the structure;
- f. Hazardous materials abatement, remediation or mitigation that does not involve removal or alteration of historic features;
- g. Repair or partial in-kind replacement or finishing of interior surface features such as floors, walls, ceilings, plaster and wood work;
- h. Installation or replacement of floor coverings such as carpet, vinyl sheet flooring, tile, and hardwood floors, providing that when covering historical features such as hardwood floors, a layer of protection such as an underlayment is provided to protect them from damage;
- i. Installation or repair of concrete basement or crawlspace floors, that do not alter the foot print of the structure;
- j. Installation of storm windows, when feasible and exterior conditions or features shall not allow such installation; or
- k. The installation, repair, or replacement of tubs and showers including skirting or surrounds.

B. Non-Exempted Activities Requiring Review

All activities not identified in "STIPULATIONS", Section I(A) of this Agreement must be reviewed in accordance with 36 CFR Part 800.

C. Resolution of Adverse Effects

Unless an undertaking is exempted as set forth in Section I(A) of this Agreement, the Entitlement Community shall consult with the SHPO to evaluate alternatives or modifications to the undertaking that could avoid, minimize, or mitigate adverse effects on historic properties pursuant to 36 C.F.R. 800.6 (a). The Entitlement Community shall also consult Indian Tribes that attach traditional religious and cultural significance to historic properties that may be affected by such undertakings.

D. Annual Report

By March 31st of every year under this Agreement, the Entitlement Community will file a report on projects completed in the previous year to the SHPO which will include Project Address, Year Constructed, Nature of work, and references the appropriate exempted activity as detailed in "STIPULATIONS", Section I(A) of this Agreement.

II. DISCOVERIES AND UNFORSEEN EFFECTS

If during the implementation of these programs, a previously unidentified property that may be eligible for inclusion in the National Register is encountered, or a known National Register historic property may be affected in an unanticipated manner, the Entitlement Community will assume its responsibilities pursuant to 36 CFR part 800.13(b).

III. AMENDMENT

Any party may request that this Agreement be amended, whereupon the SHPO will consult with the other parties in accordance with 36 CFR Part 800.14(b) to consider an amendment. Amendments will only be considered if made in writing and must be approved in writing by all parties to this Agreement to go into effect.

IV. DISPUTE RESOLUTION

Should any party to this Agreement object at any time to actions proposed or the manner in which the terms of this Agreement are implemented, City shall consult with the objecting party to resolve the objection. If City determines within 30 days that such objection cannot be resolved, City will:

- A. Forward all documentation relevant to the dispute to the Advisory Council on historic Preservation (hereinafter referred to as "Council") in accordance with 36CFR800.2(b)(2) for the Council review and advise City on the resolution of the objection within 30 days. Any comment provided by the Council, and all comments from the parties to the Agreement, will be taken into account by City in reaching a final decision regarding the dispute.
- B. If the Council does not provide comments regarding the dispute within 30 days after City provides documentation of the dispute to the Council, City may render a decision regarding the dispute. In reaching its decision, City will take into account all comments regarding the dispute from the parties to the Agreement.
- C. City's responsibilities to carry out all other actions subject to the terms of the Agreement that are not subject of the dispute remain unchanged. City will notify all parties of its decision in writing before implementing that portion of the undertaking subject to dispute. City's decision on all disputes will be final.

V. TERMINATION

Any party to this agreement may terminate its participation by providing thirty (30) days written notice to all other parties. In the event of termination, the terminating party will comply with 36 CFR Part 800.3 through 800.7 with respect to individual undertakings covered by this Agreement. Termination by the SHPO will nullify this Agreement upon all parties.

VI. TERM OF THE AGREEMENT

Following signature by the Entitlement Community and the SHPO, this Agreement will be binding on a party upon the date of its signature and shall be in force for a term of ten (10) years thereafter, unless the parties agree to extend it.

VII. NOTIFICATION

Notification or other communication between parties to this agreement should be made in care of the addressed provided in Exhibit A.

EXECUTION AND IMPLEMENTATION of this Agreement evidences that the Entitlement Community and the SHPO have satisfied their responsibilities under Section 106 for undertakings funded by the HUD Programs. This agreement may be executed in counterpart.

Signed:

COLORADO STATE HISTORIC PRESERVATION OFFICER

By: Holly K. Nanto Date: 1/28/19
for Steven Turner
Colorado State Historic Preservation Officer

CITY OF PUEBLO

By: Nicholas A. Gradisar Date: 12-10-2019
Nicholas A. Gradisar, Mayor
City of Pueblo

EXHIBIT A

MAILING ADDRESSES OF SIGNATORIES

CITY OF PUEBLO
1 City Hall Place
Pueblo, CO 81003

COLORADO STATE HISTORICAL PRESERVATION OFFICE
1200 Broadway
Denver, CO 80203

CONTACT INFORMATION IF ARCHAEOLOGICAL RESOURCES ARE ENCOUNTERED:

Tom Carr, Staff Archaeologist
Colorado Historical Society
Office of Archaeology and Historic Preservation
303 866 3498
Thomas.carr@chs.state.co.us

AMENDMENT NO. 1 TO
PROGRAMMATIC AGREEMENT BETWEEN THE CITY OF PUEBLO, COLORADO AND THE
COLORADO STATE HISTORIC PRESERVATION OFFICE REGARDING THE
ADMINISTRATION OF U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
PROGRAMS

THIS AMENDMENT NO. 1 (“Amendment No. 1”) to “The Programmatic Agreement Between the City of Pueblo, Colorado and The Colorado State Historic Preservation Office Regarding the Administration of U.S. Department of Housing and Urban Development Programs” is made and entered into this ____ day of _____, _____ by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City") and The Colorado State Historic Preservation Office, hereinafter referred to as the "SHPO".

WHEREAS the SHPO and City have heretofore entered into an Agreement dated December 9, 2019 (hereinafter "the Agreement") wherein the SHPO and City agreed that for all applicable HUD programs, as defined in the Agreement, shall be administered in accordance with the stipulations outlined in the Agreement to satisfy Section 106 responsibilities of the City and HUD.

NOW, THEREFORE, in consideration of the foregoing and the mutual terms and conditions set forth herein, the parties agree as follows:

1. The Agreement is amended by revising Page 2, Section I “Exempted Activities and Non-Exempted Activities”, (A) “Activities Not Requiring Review”, (1) “General”, to add “e. Demolition of properties that are determined to be health and safety hazards and no longer have historical integrity due to irreversible damage as designated through condemnation and/or demolition notice issued and posted by the City of Pueblo.
2. Except as expressly modified by this Amendment No. 1, the Agreement (including any duly executed prior written amendments) shall remain in full force and effect. Except as expressly modified, any obligations remaining to be performed under the original Agreement by either party are not waived or excused in any manner but shall be fully performed in accordance with the terms and conditions of the Agreement as it existed prior to this Amendment No. 1.

IN WITNESS WHEREOF, the SHPO and City have executed this Amendment No. 1 to the Agreement, “The Programmatic Agreement Between the City of Pueblo, Colorado and The Colorado State Historic Preservation Office Regarding the Administration of U.S. Department of Housing and Urban Development Programs” as of the date first above written.

Signed:

COLORADO STATE HISTORIC PRESERVATION OFFICE

By: _____

Date: _____

Dawn DiPrince, Colorado State Historic Preservation Officer

CITY OF PUEBLO

By: _____

Date: _____

Heather Graham, City of Pueblo Mayor

**AGREEMENT FOR COMMUNITY SERVICES PLANNING,
ADMINISTRATION AND ACCOUNTABILITY SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into the last date written below by and between the City of Pueblo, a Municipal Corporation (hereinafter "City") and the Board of County Commissioners of the County of Pueblo (hereinafter "County").

WHEREAS, both City and County provide significant funding to local non-profit community service organizations serving the needs of local residents; and

WHEREAS, City and County each have staff employees providing essentially the same functions with respect to the funding, contracting and compliance monitoring of such organizations; and

WHEREAS, it is in the best interests of the City and County to consolidate and cooperate in relation to the funding, contracting and compliance monitoring of local non-profit community service organizations through CSAC;

WHEREAS, The County has provided oversight of CSAC in the past;

WHEREAS, the City and County desire to shift oversight of CSAC to the City; and

WHEREAS, the parties to this Agreement desire to enter into a written agreement which sets forth their arrangement for consolidation of activities and cooperation with respect to funding, contracting and compliance monitoring of such organizations; and

WHEREAS, each party hereto has the authority, capacity and ability to undertake the functions and activities which comprise the subject matter of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the parties hereto do mutually agree as follows:

1. Definitions.

As used herein, the following terms shall have the meaning set forth below:

"Board of" shall mean the Board of County Commissioners of Pueblo County;

"City Department" shall mean the Department of Housing and Citizen Services of the City of Pueblo;

"City Director" shall mean the Director of the City Department or Director's designee;

"Community Services" means the provision of materials, services or facilities to serve otherwise unmet needs of residents of City or County in any of the following areas: elderly assistance; childcare; assistance for the disabled; suicide prevention; youth services; homeless services; nutrition; health care; recreation; historic preservation; family planning; cultural programs; economic development; and environmental programs;

"Community Services Advisory Commission" or *"Commission"* shall mean the advisory board created under this Agreement;

"Council" shall mean the City Council of City;

"County Department" shall mean the Pueblo County Department of Housing and Human Services;

"County Director" shall mean the Director of the County Department;

"General Funds" shall mean any funds of either City or County which are not attributable to a federal or state grant, loan or contract or to a gift or bequest;

"Service Agency" shall mean a nonprofit organization qualified as an Internal Revenue Code 501(c)(3) organization which performs one or more of the Community Services as defined in this Agreement.

2. Establishment of Community Services Advisory Commission.

(a) There is hereby established an advisory commission to be known as the Community Services Advisory Commission. The Commission shall be comprised of two non-voting members in accordance with section 2(c) of this Agreement and fifteen (15) voting members appointed in accordance with section 2(b) of this Agreement.

(b) One voting member shall be the person holding the position of Director of United Way of Pueblo County, Colorado, Inc., a Colorado Nonprofit Corporation ("United Way"). The Board and Council shall each appoint three of its members to a committee (the "Selection Committee") which shall, consistent with the requirements of this paragraph, make recommendations to the Board and full Council regarding the appointment of the remaining fourteen (14) voting members of the Commission. The remaining fourteen (14) voting members, not less than seven (7) of which shall be residents of the City, shall thereafter be appointed jointly by the Board and the Council after consideration of the recommendations of the Selection Committee. A reasonable effort shall be made by the Selection Committee to recommend, and the Board and Council to appoint, as the remaining voting members to the Commission, persons who are knowledgeable in or broadly representative of interests in the following areas: senior

services, early childhood development, disabled persons, health care, mental health, youth services and activities, arts and culture, recreation, economic development, private foundations, faith-based organizations, and education. No voting member shall be affiliated with a Service Agency receiving or applying for General Funds as an employee, officer, director or board member of the Service Agency, nor shall any voting member be an employee of either the City or County or any affiliated entity. In the case of the initial appointments, three (3) members shall serve a term of one (1) year, four (4) members shall serve a term of two (2) years, four (4) members shall serve a term of three (3) years, and three (3) members shall serve a term of four (4) years. All succeeding appointments shall be for four (4) years, except that in the case of any appointment to fill a vacancy occurring during an unexpired term of a member, the appointment shall only be for the remainder of the unexpired term.

(c) The City Director and County Director (or their designee) shall serve as non-voting *ex officio* members of the Commission.

(d) Members of the Commission shall select a chair from among its members and may fill such other offices as it may deem necessary.

(e) Members of the Commission shall serve without compensation.

3. Functions and Responsibilities of the Commission.

The functions of the Commission shall be to: provide for a public process for receipt and evaluation of proposals from Service Agencies which desire to provide Community Services using General Funds provided by either City or County and other allocated funds which may be provided by the City or the County (hereinafter "Proposals"); review, analyze, and comment upon the Proposals; and make recommendations to the Board of County Commissioners and City Council regarding such Proposals, taking into account assessment of needs in the Community, the amount or amounts of anticipated and actual General Funds and other allocated County funds, and direction provided from time to time by the Board and Council.

4. Powers and Duties of the Commission.

The powers and duties of the Commission shall be as follows:

(a) To cooperate with Service Agencies, City Director, County Director and the staff of City Department and County Department in effectuating the intent and purpose of this Agreement; and

(b) To coordinate with United Way to assure that funding provided by City and County is designed to best serve the needs of City and County residents;

(c) To receive, evaluate and make advisory recommendations upon, proposals for

allocated funding of Community Services from General Funds anticipated to be available from City and County and other allocated County funds anticipated to be available from County;

(d) To meet as necessary and to hold informal hearings on proposals for funding of Community Services in order to obtain relevant and necessary information with which to make fiscal funding recommendations to be provided to elected officials; and

(e) To choose its own officers and to create such subcommittees as, in its judgment, will aid in effectuating its other purposes; and

(f) To make reports to Council and the Board as requested by Council or Board; and

(g) To adopt bylaws and rules as necessary to effectuate the intent of and policy statements set forth in this Agreement; provided, however, that such bylaws and rules shall not become effective unless and until approved by both Board and Council; and

(h) To provide monitoring oversight, through on-site visits and other means, on the use of General Funds and other allocated County funds by Service Agencies to assure that funds are properly managed and expended in accordance with contracts between the Service Agencies and Board or Council.

5. Policy Guidance for Commission.

The following policy statements are hereby adopted by Board and Council for the guidance of the Commission, City Department and County Department:

(a) City and County are committed to working together with a collaborative process for planning, contracting and compliance monitoring with respect to funding of Service Agencies. \

(b) In general, funding recommendations should attempt to reasonably allocate available funding based upon the criteria and guidelines set forth in Exhibit A of this agreement. The commission may develop criteria in order to serve the most important otherwise unmet Community Services needs of the Community, so long as it is consistent with Exhibit A; and to the extent consistent with the foregoing, giving priority within any particular category of Community Services to those proposals reaching or serving the greatest number of persons having need within the category.

(c) Board and Council each specifically reaffirm that this Agreement is not intended to, nor does it, delegate any legislative or budget authority vested in or reserved to Board or Council. Board and Council shall each retain their respective independent authority to accept or reject any recommendation of the Commission, to establish in its own budget process the overall level of funding from General Funds and other allocated County funds for Community Services, and to

determine both the selections of recipients and amounts of such funding for such Service Agencies, if any.

(d) Notwithstanding the foregoing, Board and Council shall jointly meet at least once each year prior to July 1 during the term of this Agreement for the purpose of determining the funding level for the following year.

(e) Faith-based organizations shall be permitted to participate in the funding process provided that General Funds and other allocated County funds are not used to directly fund religious activities or functions.

6. Responsibilities of City Department of Housing and Citizen Services.

The City Department shall have the responsibilities, and provide the specific functions and services, set forth below:

(a) The City Director (or his/her designee) will act as the lead administrator for all activities contemplated by this Agreement, and shall directly supervise the staff of the City Department.

(b) The City Director and staff of City Department will consult and collaborate with the County Director and such County staff as may be designated by the County Manager.

(c) Under the supervision of the City Director, the City Department shall:

(i) Serve as staff to the Commission, including preparation of meeting agendas and mailings and attendance at meetings; draft reports, budgets and correspondence; and perform all other actions necessary or desirable for the Commission to serve its intended functions.

(ii) Participate in meetings with community groups and organizations that are involved in assessing Community Services needs in the community.

(iii) Prepare and cause to be published or distributed Requests for Proposals including applications in consultation with the County Director, Commission and United Way.

(iv) Receive, review and critique Proposals submitted by Service Agencies.

(v) Prepare charts, spreadsheets and other comparative materials and media for evaluation of Proposals for funding.

(vi) Prepare contracts for execution by City or County and Service Agencies, using forms approved by the respective local government.

(vii) Perform periodic contract monitoring of each Service Agency receiving funding with General Funds from City or County, including both financial and performance reviews. Generally, monitoring shall include desk audits of quarterly financial and programmatic reports provided by Service Agencies, on-site visits to the Service Agencies' facilities on a risk-based frequency, phone reviews as necessary, and development of corrective action plans, notices of default and other actions to obtain full contract compliance by Service Agencies.

(viii) Process Service Agency requests for payment and communicate regularly with the City's Department of Finance and County's Budget Office with respect to periodic disbursements to Service Agencies.

(ix) Prepare and provide to the Commission, Board and Council, quarterly reports on its activities and the Service Agencies receiving General Funds.

(x) Provide planning and technical assistance to Service Agencies which may include: assistance with applications for funding, assistance with adopting and implementing necessary accounting policies and procedures; troubleshooting fiscal or programmatic issues; assistance in locating additional funding; and sponsorship of community workshops and training relating to the subject matter of this Agreement.

(xi) Perform all necessary or desirable accounting, data entry, word processing and clerical activities necessary to effectuate the foregoing functions.

7. Payments by County to City.

In order to partially defray City's costs and expenses in performing services under this Agreement which in part relate to County's funding of Service Agencies, while reducing County's costs and expenses through the avoidance of duplication of services, County agrees to pay to City compensation ("Compensation") in the amount of \$30,000 for each year of the term of this Agreement for services provided and expenses incurred hereunder. Payment of Compensation hereunder shall be in quarterly installments, each equal to 1/4 of the total annual Compensation.

8. Term of Agreement.

Subject to annual appropriation for years after 2026, the initial term of this Agreement shall be from January 1, 2026 to December 31, 2026, unless sooner terminated as provided herein. By mutual agreement of the parties in writing, this Agreement may be extended for successive additional one (1) year terms.

9. Termination of Agreement.

(a) For Cause. This Agreement may be terminated by either party for cause, including any nonperformance by the City or non-payment by the County, upon ten (10) days written notice to the other party including a statement of the reasons therefor.

(b) For Convenience. This Agreement may be terminated by either party without cause upon ten (10) days written notice to the other party.

____ (c) Post Termination Procedures. In the event of termination, City shall turn over all materials and contracts involving County funding to County Director, cease further work and the City shall be entitled to receive just and equitable compensation for satisfactory work performed through the date of termination for which compensation has not previously been paid. In no event shall the amount of payment in the event of termination, when added to payments already made by County during any term, result in exceedance of the amount provided in Section 7 of this Agreement.

10. Assignability.

This Agreement shall not be assigned or transferred by either party without the prior written consent of the other party. Any assignment or attempted assignment made in violation of this provision shall, at the non-assigning party's election, be deemed void and of no effect whatsoever.

11. Conflict of Interest.

Each party certifies that neither it nor any members of its Board of County or Council of City, or their respective officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract, subcontract or agreement with respect thereto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Each party shall avoid all conflicts of interest which are prohibited by applicable law and regulations.

12. City Recordkeeping.

City shall maintain records as to work performed, services provided, and reimbursable expenses (if any) incurred in performing the functions to be performed by City Department hereunder, including the Scope of Services. City shall also keep and maintain accounting records in accordance with accounting standards for governmental entities. County shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records, including accounting records of the City, which relate to this Agreement for the purpose of making an audit or examination. Upon completion of the work and end of the term of this Agreement, the County may require that a copy of all of City's financial and other records relating to this Agreement be turned over to County.

13. Inquiry by County.

Notwithstanding anything in this Agreement, at the request of Council, or for any other reason, County Department shall have the right, but not the duty, to make separate inquiry of, and perform whatever additional monitoring or inquiry may, in its opinion, be necessary with respect to, any contract for Community Services or Service Agency receiving or which has received funding from County.

14. County Oversight.

The County shall have the right to monitor and evaluate the progress and performance of the City Department to assure that the terms of this Agreement are being satisfactorily fulfilled. The County Department may review the City's performance using on-site visits, progress reports required to be submitted by the City, audit findings, disbursement transactions and contact with the City as necessary. If requested, the City shall furnish to the County quarterly program and financial reports of its activities in such form and manner as may be requested by the County. City and City Department shall fully cooperate with County relating to such monitoring and evaluation.

15. Liability; Insurance.

As to the County, City agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by City or by the conditions created thereby; provided, however, that nothing in this paragraph is intended, nor should it be construed, to create or extend any rights, claims or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations otherwise conferred under or by virtue of federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. §24-10-10 I, City shall provide and maintain Workers' Compensation insurance coverage or self insurance on its employees complying with the requirements of state law.

16. Equal Employment Opportunity.

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

17. Entire Agreement; Amendments.

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, if any, constitute the entire and complete agreement of the parties hereto and supersede all prior proposals, written and oral agreements, if any, understandings or representations related

thereto. No amendment or modification of this Agreement, and no waiver of any provision of this Agreement, shall be binding unless made in writing and executed by the duly authorized officers of both the County and City.

18. Signatures.

The persons signing this Agreement on behalf of each party represent and warrant that such persons and their respective party have the requisite power and authority to enter into, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

IN WITNESS WHEREOF, the County and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

CITY OF PUEBLO, COLORADO

By: _____
Heather Graham, Mayor

Address: 1 City Hall Place
Pueblo, Colorado 81003

Date: _____

Attest:

Marisa Stoller, City Clerk

COUNTY OF PUEBLO, COLORADO

By: _____
Chair, Board of County Commissioners

Address: 215 W. 10th Street
Pueblo, Colorado 81003

Date: _____

Attest:

Candice Rivera, County Clerk and Recorder

EXHIBIT “A”
TO
AGREEMENT FOR COMMUNITY SERVICES PLANNING, ADMINISTRATION AND ACCOUNTABILITY
SERVICES

The **Board of Pueblo County Commissioners** and the **Pueblo City Council** agree that funding recommendations shall be made in accordance with the following base criteria:

In general, funding recommendations should reasonably allocate available resources based on these criteria. The Commission may establish additional criteria to address significant, otherwise unmet Community Services needs, provided such criteria remain consistent with the standards outlined below. Within each category of Community Services, priority shall be given to proposals that reach or serve the greatest number of individuals in need.

1. Funding Priorities: Elderly assistance; childcare; assistance for the disabled; suicide prevention; youth services; homeless services; nutrition; health care; recreation; historic preservation; family planning; cultural programs; economic development; and environmental programs.’
2. Eligible Applicants:
 - a. Applicant must be based in Pueblo, or clearly demonstrate the funding is serving Pueblo citizens.
 - b. Applicant must be a tax-exempt organization.
 - c. Faith-based organizations shall be permitted to participate in the funding process provided that General Funds and other allocated County funds are not used to directly fund religious activities or functions.
3. Priority Consideration of applications:
 - a. Priority should be given to applicants that did not receive funding the prior year.
 - b. Priority should be given to first-time applicants.
 - c. Priority should be given to programmatic applications over applications seeking general operating funding. Priority should be given to applicants providing low to moderate income childcare services.

2026 CSAC Funding Recommendations

BUDGET \$955,500

Applying Agency	2026 Request	2026 Recommend
A Caring Pregnancy Center	50,000.00	25,964.00
Bit of Freedom	15,000.00	5,335.00
Boys & Girls Clubs of Pueblo County	250,000.00	80,357.00
CASA of Pueblo	35,000.00	28,438.00
Catholic Charities	100,000.00	54,625.00
Center for Disabilities - Center Toward Self Reliance	8,000.00	5,877.00
Colorado Bluesky Enterprises	300,000.00	40,000.00
Crossroads Turning Points	35,000.00	16,680.00
East Side Child Care	60,000.00	45,969.00
First Tee-Southern Colorado	10,000.00	3,935.00
Juniper Southern Colorado (rape crisis services)	31,255.00	31,000.00
Mariposa Center for Safety (fka YWCA)	200,000.00	94,750.00
Mt. Carmel Veterans Service Center	30,000.00	13,714.00
Posada	200,000.00	99,879.00
Pueblo Arts Alliance	85,000.00	12,500.00
Pueblo Child Advocacy Center	60,000.00	42,344.00
Pueblo Community Soup Kitchen	47,367.00	47,367.00
Pueblo Cooperative Care Center	60,000.00	40,564.00
Pueblo Diversified Industries	49,990.00	21,080.00
Pueblo Hispanic Education Foundation	20,000.00	8,978.00
Pueblo Municipal Band	20,000.00	7,835.00
Pueblo Railway Foundation	20,973.00	7,544.00
Pueblo Zoo	15,000.00	11,002.00
Ronald McDonald Hose Charities of Southern Color	50,000.00	11,938.00

Sangre de Cristo Volunteers for Community	10,000.00	10,000.00
SEL Tutoring	13,739.00	13,739.00
Servicios de la raza	50,000.00	45,315.00
Southside Children's Center	100,000.00	56,156.00
Spark the Change Colorado's Mental Wellness	18,000.00	8,626.00
SRDA	85,000.00	37,295.00
Steelworks Center of the West	79,000.00	9,112.00
The Arc of Pueblo	10,000.00	7,970.00
Pueblo County Historical Society	29,073.00	9,112.00
Humane Society of the Pikes Peak Region	10,000.00	-
Latino Chamber of Commerce	34,000.00	-
Nature & Wildlife Discovery Center	50,000.00	-
Pueblo Downtown Association	23,500.00	-
Pueblo Food Project	58,800.00	-
Sangre de Cristo Arts & Conference Center	30,000.00	-
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	2,353,697.00	955,000.00