



# **Board of Commissioners Regular Meeting 07.14.2026**

**Tuesday, July 14, 2026, at 12:00 PM**

**Pueblo Convention Center- Heroes Pavilion**

**320 Central Main Street**

**Pueblo, CO, 81003**

**719-582-5125 conference ID 676 959 754#**



## Meeting Book - Board of Commissioners Regular Meeting 07.14.2026

### Board Regular Meeting Agenda- 07.14.2026

12:00 pm	<p><b>Call to Order</b></p> <p>The Pueblo Urban Renewal Authority's mission is to stabilize, enhance, and support economic vitality through community-driven development projects.</p>	Dr. Garrison Ortiz
12:00 pm	<p><b>Public Comment</b></p> <p>The Public Comment period is an opportunity for citizens of the City of Pueblo to present to the PURA Board of Commissioners such information as relates to the PURA Board. No issue concerning the City, the County or non-PURA business should be presented. No legal advice or opinion should be given. A maximum of three individuals will be allowed to address the Board for up to three minutes each. When your time is up you are expected to sit down. All citizens are urged to: (1) state their comment/concern; and (2) list possible solutions. Insults and/or accusations directed toward specific PURA Commissioners and/or personnel will not be tolerated. Violation of these rules may result in an individual being barred from further opportunities to address the Board.</p>	
12:00 pm	<p><b>Roll Call</b></p> <p>Board Meeting Roll Call .pdf - 5</p>	Cherish Deeg
12:05 pm	<p><b>Approval of the Agenda</b></p>	Motion
12:10 pm	<p><b>Reports</b></p>	
12:10 pm	<p>Chairman</p>	Dr. Garrison Ortiz
12:15 pm	<p>Executive Director</p>	Cherish Deeg
12:20 pm	<p><b>Consent Agenda</b></p> <p>All items listed in this portion of the agenda are considered to be routine by PURA and will be enacted by one motion. There will be no separate discussion of these items unless a Commissioner so requests; in which event, the item will be removed from the Consent Agenda and considered under the Regular Agenda. Unless otherwise indicated, titles are self-explanatory.</p>	Motion
	<p>Meeting Minutes</p>	Motion

12:25 pm

## Action Item

### Resolution #1

A RESOLUTION AUTHORIZING THE CHAIR AND STAFF TO EXECUTE A GRANT AGREEMENT TO PROVIDE FUNDING ASSISTANCE FOR COMPLETION OF A STORAGE FACILITY FOR THE STEELWORKS CENTER OF THE WEST MUSEUM

1. 2026-37 Background Steelworks Museum Storage - 11
1. 2026-37 Resolution - Steelworks Museum Storage - 12
1. 2026-37 Agreement - Steelworks Museum Storage - 14

Motion

### Resolution #2

A RESOLUTION AUTHORIZING THE CHAIR AND STAFF TO EXECUTE A GRANT AGREEMENT TO PROVIDE FUNDING ASSISTANCE FOR THE LIGHT UP UNION PROJECT LOCATED WITHIN THE UNION AVENUE AND DOWNTOWN EXPANDED URBAN RENEWAL AREAS

2. 2026-38 Background - Light Up Union - 20
2. 2026-38 Resolution - Light Up Union - 21
2. 2026-38 Agreement - Light Up Union - 23
2. 2026-38 Request - Light Up Union - 29

Motion

### Resolution #3

A RESOLUTION AUTHORIZING THE CHAIR AND STAFF TO EXECUTE A GRANT AGREEMENT TO PROVIDE FUNDING ASSISTANCE TO THE PUEBLO CONSERVANCY DISTRICT FOR THE MURALS ON THE LEVEE PROJECT

3. 2026-39 Background - Funding Levee Project - 35
3. 2026-39 Resolution - Funding Levee Project - 36
3. 2026-39 Agreement - Funding Levee Project - 38
3. 2026-39 Request - Funding Levee Project - 44

Motion

### Resolution #4

A RESOLUTION AUTHORIZING THE CHAIR AND STAFF TO EXECUTE A GRANT AGREEMENT TO PROVIDE FUNDING ASSISTANCE TO THE PUEBLO FALLEN POLICE OFFICER MEMORIAL FOUNDATION FOR A FALLEN OFFICER MEMORIAL

4. 2026-40 Background - Fallen Officer Memorial - 46
4. 2026-40 Resolution - Fallen Officer Memorial - 47
4. 2026-40 Agreement - Fallen Officer Memorial - 49
4. 2026-40 Request - Fallen Officer Memorial - 55

Motion

### Resolution #5

A RESOLUTION OF THE PUEBLO URBAN RENEWAL AUTHORITY, APPROVING THE TERMINATION AGREEMENT WITH A MUTUAL RELEASE BY AND BETWEEN THE PUEBLO URBAN RENEWAL AUTHORITY, A BODY CORPORATE AND POLITIC OF THE STATE OF COLORADO (THE "AUTHORITY"), AND POSADA, INC., A COLORADO NONPROFIT CORPORATION, AND AUTHORIZING THE EXECUTION OF THE SAME

5. 2026-41 Background - Posada PSA Termination - 56
5. 2026-41 Resolution - Posada PSA Termination - 57

Motion

5. 2026-41 Agreement - Posada PSA Termination - 59

### Resolution #6

A RESOLUTION OF THE PUEBLO URBAN RENEWAL AUTHORITY APPROVING AN OWNER AGREEMENT FOR THE ADMINISTRATION OF A HISTORY COLORADO STATE HISTORICAL FUND GRANT REGARDING A \$250,000 GRANT AWARD FOR THE MCLAUGHLIN BUILDING ELIGIBLE IMPROVEMENTS

Motion

6. 2026-42 Background - SHF McLaughlin Owner Agreement - 64

6. 2026-42 Resolution - SHF McLaughlin Owner Agreement - 65

6. 2026-42 Agreement - SHF McLaughlin Owner Agreement - 67

6. 2026-42 Exhibit A - SHF McLaughlin Owner Agreement - 78

### Resolution #7

A RESOLUTION OF THE PUEBLO URBAN RENEWAL AUTHORITY (THE "AUTHORITY"), A BODY CORPORATE AND POLITIC OF THE STATE OF COLORADO, ADOPTING THE LAUNCH GRANT PROGRAM

Motion

7. 2026-43 Background - LAUNCH Grant Program - 100

7. 2026-43 Resolution - LAUNCH Grant Program - 101

7. 2026-43 Documents - LAUNCH Grant Program - 103

1:30pm

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Adjournment

Motion

**Board of Commissioners**

- Karim Ayoub
- Liz Chapman
- Dr. Kathy DeNiro
- Stephanie Garcia
- Heather Graham
- Corinne Koehler
- Dennis Maes
- Fallon Miller
- Steve Nawrocki
- Dr. Garrison Ortiz
- Zach Swearingen
- Dr. Jim Valenzuela
- Jon Walker

**Ex Officio**

- Brett Boston
- Michelle Erickson

**Staff**

- Cherish Deeg
- Andrea DelaGarza
- Shawn Carlson
- Chris DeLuca
- Cynthia Mitchell

**Guests**



**Board Meeting Minutes**

**Tuesday, June 9, 2026**

**12:00 PM**

**Pueblo Convention Center and Via Microsoft Teams Conferencing**

**MEETING CALLED BY**

Dr. Garrison Ortiz, Chairman, called Tuesday, May 12, 2026, Regular Board Meeting to order at 12:04 p.m.

**COMMISSIONERS PRESENT**

Karim Ayoub, Brett Boston, Liz Chapman, Kathy DeNiro, Stephanie Garcia, Heather Graham, Corinne Koehler, Dennis Maes, Fallon Miller, Steve Nawrocki, Garrison Ortiz, Zach Swearingen, Jon Walker

**COMMISSIONERS ABSENT**

Michelle Erickson, Jim Valenzuela

**STAFF PRESENT**

Cherish Deeg, Andrea DelaGarza, Shawn Carlson

**GUESTS PRESENT**

Angela Hygh, Danny Nunn, Kevin Ortiz, Miles Lucero

**(All meetings are recorded per PURA's Financial and Administrative Internal Controls Policy adopted February 11, 2014)**

**PUBLIC COMMENT**

None

**APPROVAL OF AGENDA**

Liz Chapman made a motion to approve Tuesday, June 9, 2026, PURA Board Meeting Agenda. Heather Graham seconded the motion. The motion passed.

**REPORTS**

Chairman Report - Dr. Garrison Ortiz informed the commissioners that Cynthia Mitchell has been hired as PURA's in-house attorney. There are still a few commissioners who have not set up their PURA email.

Executive Director Report - Cherish Deeg informed the commissioners that Cynthia Mitchell will start on Monday, June 22. She will begin working on policy amendments, several requests for proposals, contract reviews, and taxing negotiations, to start. PURA commissioners will also start receiving text message reminders for meetings and any important messages. This is a texting service that will not allow for responding to all.

**CONSENT AGENDA**

Consent Agenda approval to accept and file the following:

Convention Center Monthly Financials December 2025

Convention Center Monthly Financials April 2026

PURA Monthly Financials December 2025

PURA Monthly Financials April 2026

PURA AUP Report

May 12, 2026, Board Meeting Minutes  
May 12, 2026, Agenda Setting Meeting Minutes  
May 18, 2026, St. Charles Phase 2 Meeting Minutes  
May 26, 2026, Work Session Meeting Minutes

Corinne Koehler made a motion to approve and file the Tuesday, May 12, 2026, Consent Agenda. Heather Graham seconded the motion. The motion passed.

## **EXECUTIVE SESSION**

Corinne Koehler made a motion to go into executive session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under § 24-6-402(4)(e), C.R.S.; Saint Charles Phase 2 updates AND For a conference with the Authority's attorney for the purpose of receiving legal advice on specific legal questions under § 24-6-402(4)(b), C.R.S.; Saint Charles Phase 2 updates. Karim Ayoub seconded the motion. Motion passed.

Dr. Garrison Ortiz, Chairman, stated the time is 12:13pm on June 9, 2026. As required by the Open Meetings Law, this executive meeting is being recorded. Commissioners present in the room: Karim Ayoub, Brett Boston, Liz Chapman, Kathy DeNiro, Stephanie Garcia, Heather Graham, Corinne Koehler, Dennis Maes, Fallon Miller, Steve Nawrocki, Garrison Ortiz, Zach Swearingen, Jon Walker. Guests: Angela Hygh. Staff: Cherish Deeg, Andrea DelaGarza, Shawn Carlson

Executive Session for the following:

For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under § 24-6-402(4)(e), C.R.S.; St. Charles Phase 2 URA updates

For a conference with the Authority's attorney for the purpose of receiving legal advice on specific legal questions under § 24-6-402(4)(b), C.R.S.; St. Charles Phase 2 URA updates

Corinne Koehler made a motion to leave executive session at 12:44 p.m. on June 9, 2026. Jon Walker seconded the motion. Motion passed.

## **PUBLIC HEARING**

### **Public Hearing for 2026 Budget Amendment No. 1**

Dr. Garrison Ortiz, Chairman, opened the public hearing for the 2026 Budget Amendment No. 1 at 12:46 p.m. No public comment was made. Dr. Garrison Ortiz, Chairman, closed the public hearing at 12:47 p.m.

## **ACTION ITEM**

### Resolution #1

A RESOLUTION OF THE PUEBLO URBAN RENEWAL AUTHORITY, A BODY CORPORATE AND POLITIC OF THE STATE OF COLORADO, SUMMARIZING REVENUES AND EXPENDITURES, ADOPTING AN AMENDED BUDGET AND APPROPRIATING SUMS OF MONEY IN THE AMOUNTS ATTACHED AND FOR THE PURPOSES SET FORTH HEREIN FOR THE PUEBLO URBAN RENEWAL AUTHORITY, FOR THE CALENDAR YEAR 2026, COMMENCING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026.

Steve Nawrocki made a motion to approve the 2026 Budget Amendment No. 1 as presented. Corinne Koehler seconded the motion. Motion passed.

### Resolution #2

A RESOLUTION OF THE PUEBLO URBAN RENEWAL AUTHORITY (THE "AUTHORITY"), A BODY CORPORATE AND POLITIC OF TH STATE OF COLORADO, APPROVING A COOPERATION AGREEMENT BETWEEN THE AUTHORITY AND THE CITY OF PUEBLO (THE "CITY"), A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE EXECUTION OF THE SAME.

Corinne Koehler made a motion to approve a cooperation agreement between the authority and the City of Pueblo. Karim Ayoub seconded the motion. Motion passed.

### Resolution #3

A RESOLUTION OF THE PUEBLO URBAN RENEWAL AUTHORITY, A BODY CORPORATE AND POLITIC OF THE STATE OF COLORADO, AUTHORIZING THE NEGOTIATION OF A LEASE FOR PREMISES LOCATED AT CITY HALL, 1 CITY HALL PLACE, PUEBLO, CO 81003 FOR OFFICES FOR THE AUTHORITY.

Jon Waler made a motion to approve the negotiation between the City of Pueblo and PURA for offices for the Authority. Karim Ayoub seconded the motion. Roll call vote, Yes - Karim Ayoub, Liz Chapman, Hether Graham, Steve Nawrocki, Zach Swearingen, Jon Walker. No - Kathy DeNiro, Stephanie Garcia, Corinne Koehler, Dennis Maes, Fallon Miller

Resolution #4

A RESOLUTION OF THE PUEBLO URBAN RENEWAL AUTHORITY, A BODY CORPORATE AND POLITIC OF THE STATE OF COLORADO, AUTHORIZING THE AUTHORITY TO ENGAGE IN ACTIVITIES FOR THE ELIMINATION OF BLIGHT AT 125 E RIVERWALK, PUEBLO, CO 81003 (THE "PROPERTY") AND TO RELOCATE THE OFFICES OF THE AUTHORITY TO THE PROPERTY.

This resolution has been tabled.

Resolution #5

A RESOLUTION OF THE PUEBLO URBAN RENEWAL AUTHORITY, A BODY CORPORATE AND POLITIC OF THE STATE OF COLORADO (THE "AUTHORITY"), AUTHORIZING THE EXECUTION OF THE SCOPE OF SERVICES AND COST ESTIMATE FOR SAINT CHARLES INDUSTRIAL PARK PHASE 2 BY AND BETWEEN THE AUTHORITY AND PIONEER DEVELOPMENT COMPANY.

Corinne Koehler made a motion to pay Pioneer Development Company for actual services rendered up to \$10,000. Jon Walker seconded the motion. Motion Passed.

**ADJOURNMENT**

Dr. Garrison Ortiz moved to adjourn Tuesday, June 9, 2026, Board Meeting at 1:45 p.m.

Respectfully submitted by,



Shawn Carlson, Special Programs Manager  
Pueblo Urban Renewal Authority



**Work Session Meeting Minutes**

**Tuesday, June 23, 2026**

**2:00 PM**

**Pueblo Convention Center and Via Microsoft Teams Conferencing**

**MEETING CALLED BY**

Dr. Garrison Ortiz, Chairman, called Tuesday, June 23, 2026, Work Session Meeting to order at 2:00 p.m.

**COMMISSIONERS PRESENT**

Karim Ayoub, Liz Chapman, Kathy DeNiro, Michelle Erickson, Stephanie Garcia, Heather Graham, Corinne Koehler, Dennis Maes, Garrison Ortiz, Zach Swearingen, Jon Walker

**COMMISSIONERS ABSENT**

Brett Boston, Fallon Miller, Steve Nawrocki, Jim Valenzuela

**STAFF PRESENT**

Cherish Deeg, Shawn Carlson, Andrea DelaGarza, Chris DeLuca, Cynthia Mitchell

**GUESTS PRESENT**

Angela Hygh, Kevin Ortiz, Todd Mihelich, Danny Nunn, Andrew Hayes, Geri Lane

**(All meetings are recorded per PURA’s Financial and Administrative Internal Controls Policy adopted February 11, 2014)**

**PUBLIC COMMENT**

None

**APPROVAL OF AGENDA**

Corinne Koehler made a motion to approve Tuesday, June 23, 2026, PURA Work Session Meeting Agenda. Heather Graham seconded the motion. The motion passed.

**REPORTS**

Chairman Report – Dr. Garrison Ortiz introduced Cynthia Mitchell to the board. Cynthia is PURA’s new in-house general counsel. Dr. Ortiz complimented the staff’s communication to the board and the public.

Executive Director Report – Cherish Deeg reminded the board staff is available if they are having any issues with their PURA email or Board Effects. May financials are delayed until July work session. PURA is exploring partnering with the city on properties on Northern Avenue. More information to come.

**COMMISSIONER COMMENTS**

None

**TREASURER REPORT**

**Pueblo Convention Center**

May 2026

Financials at next work session.

**Pueblo Urban Renewal Authority**

May 2026

Financials at next work session.

The Agreed Upon Procedures (AUP) summary will be on July’s work session agenda.

## **DISCUSSION**

### **LV Hoag Mini Bronze**

PURA staff proposed a loan of the mini statues or a gift agreement with History Colorado. The cost of insurance and pedestals would cost approximately \$15K. PURA commissioners would like to move forward with a gift agreement to be brought back to the board. A grant ask for the \$15K will be made to the LaVert Hoag Foundation.

### **PBR Equipment**

PBR Sports Performance Center equipment is being stored at the city. Staff is requesting the board to allow the city to auction the equipment. The proceeds will go towards PURA's \$14.4M loan with the city. Some equipment stayed in the space for the DaVinci Museum. This equipment was not included in their lease. The board would like to move forward with this request.

### **SHF Grant Update – McLaughlin Building**

PURA accepted a grant for \$250K from the State Historical Fund on behalf of the owners of the McLaughlin Building. The funds will go towards roof replacement, masonry rehabilitation and the preparation of construction documents for the exterior rehabilitation of the building. Certification will be required for payments.

### **Saint Charles Phase 2 – Cost Recovery**

Saint Charles Phase 2 costs for condition survey, impact report, plan, feasibility study, presentations, and lawyer fees are currently \$55K. These funds will not be recovered. The board would like to focus on an application process to include reimbursement of these fees incurred on projects moving forward.

### **Advance Pueblo**

Advance Pueblo is a committee formed by the Mayor. Cherish Deeg, other staff, and one to two board members join this weekly meeting. Application review meetings are scheduled as needed. The board would like the executive director to report back to the board on PURA's involvement.

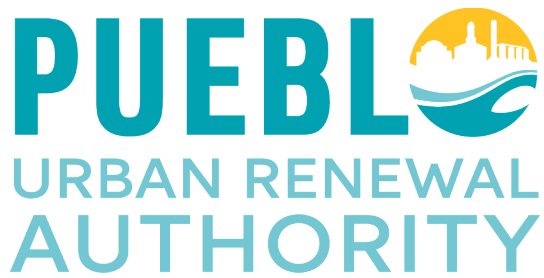
## **ADJOURNMENT**

Dr. Garrison Ortiz moved to adjourn Tuesday, June 23, 2026, PURA Work Session Meeting at 3:45 p.m.

Respectfully submitted by,



Shawn Carlson, Special Programs Manager  
Pueblo Urban Renewal Authority



**TITLE**

A RESOLUTION AUTHORIZING THE CHAIR AND STAFF TO EXECUTE A GRANT AGREEMENT TO PROVIDE FUNDING ASSISTANCE FOR COMPLETION OF A STORAGE FACILITY FOR THE STEELWORKS CENTER OF THE WEST MUSEUM

**RECOMMENDATION**

Approve Resolution 2026-37 at the July 14, 2026, regular meeting of the Board of Commissioners.

**BACKGROUND**

The Pueblo Urban Renewal Authority (PURA) will grant \$10,000 towards a storage facility for the Steelworks Center of the West (Developer). Cost Certification will be required, or reimbursement will be required by the Developer. PURA will certify costs in house.

This resolution approves the allocation of up to \$10,000 for a storage facility which will be finalized in the agreement with the Developer. The funding amount is subject to negotiations with Rocky Mountain Steel Mill as is required by the Redevelopment and Reimbursement Agreement (R&R Agreement). This resolution will direct staff to approach Rocky Mountain Steel Mill with discussions regarding this project.

**FINANCIAL IMPACT**

EVRAZ Redevelopment and Reimbursement Agreement requires a Charitable Contribution of \$10,000 in 2026 to fund a mutually agreeable community benefit project. If this funding is not mutually agreed to by Rocky Mountain Steel Mill then the project will not be funded.

RESOLUTION NO. 2026 - 37

A RESOLUTION AUTHORIZING THE CHAIR AND STAFF TO EXECUTE A GRANT AGREEMENT TO PROVIDE FUNDING ASSISTANCE FOR COMPLETION OF A STORAGE FACILITY FOR THE STEELWORKS CENTER OF THE WEST MUSEUM

WHEREAS, the Pueblo Urban Renewal Authority (the “Authority”) is authorized pursuant to C.R.S. Section 31-25-101 et seq. to undertake projects that eliminate blight, promote redevelopment, and enhance the economic vitality of the community; and

WHEREAS, pursuant to C.R.S. Sections 31-25-105 and 31-25-112, the Authority is empowered to enter into Agreements as part of its undertaking of an urban renewal project; and

WHEREAS, the Steelworks Center of the West (the “Center”) museum has requested funding assistance to complete a storage facility for the Center to safeguard historic artifacts in the museum’s collection; and

WHEREAS, the Center and storage facility are located within the Colorado Smelter Urban Renewal Area; and

WHEREAS, the Authority has determined that a storage facility for the Center will help preserve the City’s local history and strengthen Pueblo’s cultural infrastructure. These efforts support cultural tourism, educational programming, and civic events, which increase visitation and local spending; and

WHEREAS, the Authority further finds that the storage facility is consistent with the intent of C.R.S. Section 31-25-101 et seq. to undertake projects that eliminate blight, promote redevelopment, and enhance the economic vitality of the community. The Authority desires to provide financial support in the amount of \$10,000 to the Center to pay for the reasonable and necessary certified and approved eligible infrastructure costs related to the completion of a storage facility for the Steelworks Center of the West contingent upon Rocky Mountain Rail’s approval of this expenditure and the Authority receiving sufficient funding from the EVRAZ Charitable Contribution allocation; and

WHEREAS, the Authority’s contribution to the storage facility will be paid from and is contingent upon the Authority receiving appropriate funding from the EVRAZ Charitable Contribution Benefit allocation.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AUTHORITY OF PUEBLO, COLORADO, AS FOLLOWS:

Section 1. The foregoing recitals are incorporated herein by reference.

Section 2. The attached agreement between the Pueblo Urban Renewal Authority and Steelworks Center of the West, substantially in the form attached as Exhibit A, is approved subject to the mutual agreement of Rocky Mountain Rail.

Section 3. The Chair, Vice-Chair, Treasurer and Secretary are authorized to execute the agreement on behalf of the Authority, subject to minor modifications consistent with the intent of this Resolution or the Owner Agreement, as the Chair, Vice-Chair, Treasurer, and Secretary in consultation with the Authority's staff and legal counsel may determine to be necessary and appropriate to protect the interests of the Authority or to effectuate the purposes of this Resolution.

Section 4. This resolution shall be effective immediately upon its approval and adoption.

ADOPTED this 14<sup>th</sup> day of July, 2026.

PUEBLO URBAN RENEWAL AUTHORITY

By: \_\_\_\_\_  
Chair

Attest:

By: \_\_\_\_\_  
Secretary

**PUEBLO URBAN RENEWAL AUTHORITY STEELWORKS CENTER OF THE WEST**  
**STORAGE FACILITY**  
**STEELWORKS CENTER OF THE WEST**

**SECTION 1. PARTIES.** This Pueblo Urban Renewal Authority project to assist the Steelworks Center of the West with completing a storage facility Grant Agreement (this “Agreement”) is by and between the PUEBLO URBAN RENEWAL AUTHORITY, a body corporate and politic (the “Authority”), and the Steelworks Center of the West, a Colorado nonprofit organization (the “Center”). The parties to this Agreement may be referred to individually in the singular and collectively in the plural, as “Party” or “Parties”.

**SECTION 2. PURPOSE.** Each of the undersigned representatives of the Parties hereto hereby represent that they have full authority to bind the Authority and the Center, respectively, to the terms of this Agreement.

2.1 The Authority is carrying out the Colorado Smelter Urban Renewal Plan (the “Urban Renewal Plan”), which was approved by the City Council of the City.

2.2 The Steelworks Center of the West has requested funding assistance to complete construction of a storage facility for the museum to safeguard historic artifacts in the museum’s collection and strengthen Pueblo’s cultural infrastructure.

2.3 The Center and storage facility are located within the Colorado Smelter Urban Renewal Area.

2.4 The Authority has determined that completing a storage facility for the Center will help preserve the City’s local history and strengthen Pueblo’s cultural infrastructure. These efforts support cultural tourism, educational programming, and civic events, which increase visitation and local spending. The Authority further finds that the storage facility is consistent with the intent of C.R.S. Section 31-25-101 et seq. to undertake projects that eliminate blight, promote redevelopment, and enhance the economic vitality of the community, and desires to provide financial support to the Center for the project.

2.5 The Authority’s contribution to the Center for completion of the storage facility will be paid from the EVRAZ Charitable Contribution allocation and is contingent upon the Authority receiving said funds from the EVRAZ Charitable Contribution allocation as defined in the EVRAZ Redevelopment and Reimbursement Agreement dated February 8, 2021 and the mutual agreement of Rocky Mountain Steel.

**SECTION 3. GRANT FUNDS.** The grant amount total is \$10,00.00 (the “Grant”).

3.1 **Disbursement.** The Authority shall disburse the Grant in one payment directly to the Center within 60 days after the execution of this Agreement if Rocky Mountain Steel mutually agrees with this expenditure and funds are made available to the Authority from the EVRAZ Charitable Contribution allocation.

3.2 Use of Grant. The Center shall use the Grant solely to complete construction of a storage facility for the Center.

3.3 Refund of Unused Portions of Grant and Return of Improperly Used Funds. Upon the construction of the storage facility the Center shall return any unused portions of the Grant to the Authority. In the event that the storage facility has not been completed as of December 31, 2027, any unused portions of the Grant as of that date shall be returned to the Authority. Any funding provided by the Authority that is not used as required by this Agreement shall be repaid to the Authority.

3.4 Reports. Upon written request by the Authority, the Center shall provide the Authority with a report on the Center's use of the Grant and progress towards completion of the storage facility construction in sufficient detail to demonstrate compliance with this Agreement (each, a "Report"). Additionally, the City shall provide the Authority with a Report at the time of completion of the storage facility construction.

3.1. Center Funds. The Center shall be responsible for all aspects of completing the storage facility construction that are outside of the scope of this Agreement, including any costs associated with completing the storage facility that exceed the amount of the Grant.

#### SECTION 4. OBLIGATIONS OF CENTER.

4.1. Quality of Construction. The storage facility shall be constructed in a good and workmanlike manner and in accordance with plans approved by the City, and any other authority having review and approval authority shall be done in a view and approval authority over construction of the storage facility and in accordance with all applicable laws, codes, ordinances, and design standards.

4.2. Colorado Smelter Urban Renewal Area Improvements. The Parties acknowledge and agree that the Authority is making this Grant available to the Center based on the Authority's belief that constructing a storage facility for the Center supports the Authority's efforts to halt the spread of blight, promote redevelopment, and enhance the economic vitality of the in the Colorado Smelter Urban Renewal Plan areas. The Center agrees that it will use its best efforts to complete the construction of the storage facility.

SECTION 5. REMEDIES. If any Party defaults hereunder, any non-defaulting Party may seek enforcement of the Agreement by any available remedy at law or in equity; provided, however, damages payable by the Authority shall be limited to those amounts that would have been payable under this Agreement. In no event shall either Party be liable for special, consequential, or punitive damages. In addition, any non-defaulting Party shall recover, and the defaulting Party shall pay, its reasonable costs and attorney's fees.

SECTION 6. NOTICES. Unless otherwise notified in writing by any Party, all notices required or permitted by this Agreement shall be in writing and shall be sufficiently given if delivered in person, by prepaid overnight express mail or express courier to any Party, or by certified mail, with postage prepaid and return receipt requested, and addressed to:

In the case of the Authority: Pueblo Urban Renewal Authority  
Attn: Cherish Deeg, Executive Director  
115 E. Riverwalk, Suite 410  
Pueblo, Colorado 81003  
E-mail: cdeeg@puebloura.org

With a copy to: Brownstein Hyatt Farber Schreck, LLP  
Attn: Angela Hygh  
675 15th Street, Suite 2900  
Denver, Colorado 80202  
E-mail: ahygh@bhfs.com

In the case of the Center:

SECTION 7. ENTIRE AGREEMENT; AUTHORITY NOT A PARTNER. The respective obligations of the Parties to this Agreement constitute the only obligations of the Parties under this Agreement. Notwithstanding any language in this Agreement or any other agreement, representation or warranty to the contrary, the Authority shall not be deemed a partner or joint venture of the Center, and the Authority shall not be responsible for any debt or liability of the Center.

SECTION 8. ASSIGNMENT. This Agreement or any rights or interest in this Agreement may not be assigned or transferred by either Party without the prior written approval of the other Party.

SECTION 9. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Parties, their personal representatives, successors and assigns, but nothing herein shall permit the assignment or transfer of this Agreement without the prior written consent of the other Party.

SECTION 10. JURISDICTION AND VENUE. In the event of litigation hereunder, the Pueblo County District Court sitting without a jury shall have exclusive jurisdiction and venue over the case.

SECTION 11. AMENDMENTS. This Agreement is the entire Agreement of the Parties as to the subject matter herein and supersedes and replaces all prior agreements with respect to the subject matter herein and may be amended only in writing fully executed by the Parties.

SECTION 12. GOVERNING LAW. This Agreement shall be construed and interpreted under the laws of the State of Colorado.

SECTION 13. ENFORCED DELAY. A Party shall not be considered in breach of, or in default in, its obligations with respect to this Agreement in the event of delay in the performance of such obligations due to causes beyond its control without its fault or negligence, including but not limited to, acts of God, acts of public enemy, acts of federal or state government, acts of the other Party, acts of third parties, acts of courts, fires, floods, epidemics, quarantine restrictions, strikes,

freight embargoes, and unusually severe weather or delays of subcontractors or materialmen due to such causes, it being the purpose and intent of this provision that if such delay occurs, the time or times for performance by the Party affected by such delay shall be extended for the period of the delay. The Party seeking the benefit of this provision shall give written notice of any such delay to the other Party within 30 days after such Party knows of such delay.

SECTION 14. NO THIRD PARTY BENEFICIARIES. The Authority shall not be obligated or liable under the terms of this Agreement to any other person or entity not a party hereto.

SECTION 15. NO WAIVER OF IMMUNITY. Nothing contained in this Agreement constitutes a waiver of either Party's sovereign immunity or governmental immunity under any applicable state law.

SECTION 16. CONSTRUCTION OF AGREEMENT. This Agreement has been arrived at by negotiation and shall not be construed against either Party hereto, or against the Party who prepared the last draft.

*[Signatures on Following Page]*

**IN WITNESS WHEREOF**, the Parties have executed this PUEBLO URBAN RENEWAL AUTHORITY STEELWORKS CENTER OF THE WEST STORAGE FACILITY GRANT AGREEMENT as of the 14th day of July 2026.

**AUTHORITY:**

ATTEST:

PUEBLO URBAN RENEWAL AUTHORITY

By: \_\_\_\_\_  
Secretary/ Executive Director

By: \_\_\_\_\_  
Chair

*[Center Signature Page Follows]*

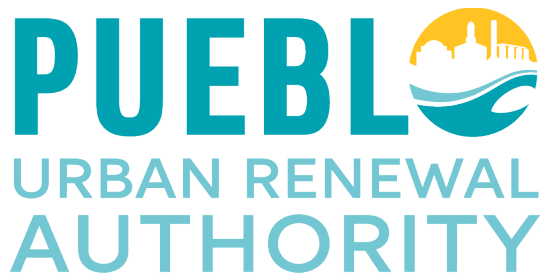
Authority Signature Page to Pueblo Urban Renewal Authority Steelworks Center of the West Storage Facility Grant Agreement

**CENTER:**

**STEELWORKS CENTER OF THE WEST**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Center Signature Page to Pueblo Urban Renewal Authority Steelworks Center of the West  
Storage Facility Grant Agreement



**TITLE**

A RESOLUTION AUTHORIZING THE CHAIR AND STAFF TO EXECUTE A GRANT AGREEMENT TO PROVIDE FUNDING ASSISTANCE FOR THE LIGHT UP UNION PROJECT LOCATED WITHIN THE UNION AVENUE AND DOWNTOWN EXPANDED URBAN RENEWAL AREAS

**RECOMMENDATION**

Approve Resolution 2026-38 at the July 14, 2026, regular meeting of the Board of Commissioners.

**BACKGROUND**

The Pueblo Urban Renewal Authority (PURA) will grant \$10,000 for the Light Up Union project by the Leadership Pueblo – Greater Pueblo Chamber (Developer). Cost Certification will be required, or reimbursement will be required by the Developer. PURA will certify costs in house.

This resolution approves the allocation of up to \$10,000 for Light Up Union, which will be finalized in the agreement with the Developer.

**FINANCIAL IMPACT**

\$5,000 from the Union Avenue Urban Renewal Area will be allocated to this project.  
\$5,000 from Downtown Expanded Urban Renewal Area will be allocated to this project.

RESOLUTION NO. 2026 - 38

A RESOLUTION AUTHORIZING THE CHAIR AND STAFF TO EXECUTE A GRANT AGREEMENT TO PROVIDE FUNDING ASSISTANCE FOR THE LIGHT UP UNION PROJECT LOCATED WITHIN THE UNION AVENUE AND DOWNTOWN EXPANDED URBAN RENEWAL AREAS

WHEREAS, the Pueblo Urban Renewal Authority (the “Authority”) is authorized pursuant to C.R.S. Section 31-25-101 et seq. to undertake projects that eliminate blight, promote redevelopment, and enhance the economic vitality of the community; and

WHEREAS, Leadership Pueblo, by and through the Greater Pueblo Chamber of Commerce, seeks funding for its Light Up Union Project which will provide 7,000 feet of canopy-style lighting throughout the entirety of the Union Avenue Historic Shopping District; and

WHEREAS, the Light Up Union Project is located within the Union Avenue and Downtown Expanded Urban Renewal Areas; and

WHEREAS, Leadership Pueblo has requested funding from the Authority for assistance with paying for the Light Up Union Project’s infrastructure and installation thereof; and

WHEREAS, the City of Pueblo supports the Light Up Union Project; and

WHEREAS, the Authority has determined that the Light Up Union Project will contribute to improved public safety, public amenities and long-term redevelopment goals within the Union Avenue and Downtown Expanded Urban Renewal Areas and desires to provide financial support in the amount of \$10,000 to pay for the reasonable and necessary costs of the Light Up Union Project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AUTHORITY OF PUEBLO, COLORADO, AS FOLLOWS:

Section 1. The foregoing recitals are incorporated herein by reference.

Section 2. The attached agreement between the Pueblo Urban Renewal Authority and the Greater Pueblo Chamber of Commerce, substantially in the form attached as Exhibit A, is hereby approved.

Section 3. The Chair, Vice-Chair, Treasurer and Secretary are authorized to execute the agreement on behalf of the Authority, subject to minor modifications consistent with the intent of this Resolution or the Owner Agreement, as the Chair, Vice-Chair, Treasurer, and Secretary in consultation with the Authority’s staff and legal counsel may determine to be necessary and appropriate to protect the interests of the Authority or to effectuate the purposes of this Resolution.

Section 4. This Resolution shall be effective immediately upon its adoption.

ADOPTED this 14<sup>th</sup> day of July, 2026.

PUEBLO URBAN RENEWAL AUTHORITY

By: \_\_\_\_\_  
Chair

Attest:

By: \_\_\_\_\_  
Secretary

**PUEBLO URBAN RENEWAL AUTHORITY LIGHT UP UNION**  
**GRANT AGREEMENT**  
**GREATER PUEBLO CHAMBER OF COMMERCE**

**SECTION 1. PARTIES.** This Pueblo Urban Renewal Authority Light Up Union Project Grant Agreement (this “Agreement”) is by and between the PUEBLO URBAN RENEWAL AUTHORITY, a body corporate and politic (the “Authority”), and the GREATER PUEBLO CHAMBER OF COMMERCE, a Colorado nonprofit corporation (the “Chamber”). The parties to this Agreement may be referred to individually in the singular and collectively in the plural, as “Party” or “Parties”.

**SECTION 2. PURPOSE.** Each of the undersigned representatives of the Parties hereto hereby represent that they have full authority to bind the Authority and the Chamber, respectively, to the terms of this Agreement.

2.1. The Authority is carrying out the Union Avenue Urban Renewal Plan and the Downtown Expanded Urban Renewal Plan (the “Urban Renewal Plans”), which were approved by the City Council of the City.

2.2. The 2026 Leadership Pueblo Class, by and through the Greater Pueblo Chamber of Commerce, seeks funding for its Light Up Union Project which includes installation of 7,000 feet of canopy-style lighting throughout the entirety of the Union Avenue Historic Shopping District.

2.3. The Chamber has collaborated with the City of Pueblo which supports the Light Up Union Project and the City has committed to install the requisite poles, administer the excavation and traffic control permits, and provide ongoing maintenance of the lighting system once it is installed.

2.4. The Authority has determined that the Light Up Union Project will contribute to improved public safety, public amenities and long-term redevelopment goals within the Union Avenue and Downtown Expanded Urban Renewal Areas. The Authority finds that the Light Up Union Project is consistent with the intent of C.R.S. Section 31-25-101 et seq. to undertake projects that eliminate blight, promote redevelopment, and enhance the economic vitality of the community, and desires to provide financial support to the Chamber for the Light Up Union Project.

**SECTION 3. GRANT FUNDS.** The grant amount total is \$10,00.00 (the “Grant”).

3.1. **Disbursement.** The Authority shall disburse the Grant in one payment directly to the Chamber within 60 days after the execution of this Agreement.

3.2. **Use of Grant.** The Chamber shall use the Grant solely for the Light Up Union Project.

3.3. **Refund of Unused Portions of Grant and Return of Improperly Used Funds.** Upon the completion of the Light Up Union Project, the Chamber shall return any unused portions of the Grant to the Authority. In the event that the Light Up Union Project has not been completed as

of December 31, 2027, any unused portions of the Grant as of that date shall be returned to the Authority. Any funding provided by the Authority that is not used as required by this Agreement shall be repaid to the Authority.

3.4 Reports. Upon written request by the Authority, the Chamber shall provide the Authority with a report on the Chamber's use of the Grant and progress towards completion of the Light Up Union Project in sufficient detail to demonstrate compliance with this Agreement (each, a "Report"). Additionally, the Chamber shall provide the Authority with a Report at the time of completion of the Light Up Union Project.

3.5 Chamber Funds. The Chamber shall be responsible for all aspects of the Light Up Union Project that are outside of the scope of this Agreement, including any costs associated with completing the Light Up Union Project that exceed the amount of the Grant.

#### SECTION 4. OBLIGATIONS OF CHAMBER.

4.1. Quality of Construction. All lighting improvements made in furtherance of the Light Up Union Project shall be constructed in a good and workmanlike manner and in accordance with plans approved by the City, and any other authority having review and approval authority over the Light Up Union Project, and in accordance with all applicable laws, codes, ordinances, and design standards.

4.2. Union Avenue and Downtown Pueblo Improvements. The Parties acknowledge and agree that the Authority is making this Grant available to the Chamber based on the Authority's belief that improving the lighting in the Union Avenue Historic Shopping District is critical to halting the spread of blight, promoting redevelopment, and enhancing the economic vitality of the in the Union Avenue and Downtown Expanded Urban Renewal Plan areas. The Chamber agrees that it will use its best efforts to complete the Light Up Union Project.

SECTION 5. REMEDIES. If any Party defaults hereunder, any non-defaulting Party may seek enforcement of the Agreement by any available remedy at law or in equity; provided, however, damages payable by the Authority shall be limited to those amounts that would have been payable under this Agreement. In no event shall either Party be liable for special, consequential, or punitive damages. In addition, any non-defaulting Party shall recover, and the defaulting Party shall pay, its reasonable costs and attorney's fees.

SECTION 6. NOTICES. Unless otherwise notified in writing by any Party, all notices required or permitted by this Agreement shall be in writing and shall be sufficiently given if delivered in person, by prepaid overnight express mail or express courier to any Party, or by certified mail, with postage prepaid and return receipt requested, and addressed to:

In the case of the Authority: Pueblo Urban Renewal Authority  
Attn: Cherish Deeg, Executive Director  
115 E. Riverwalk, Suite 410  
Pueblo, Colorado 81003  
E-mail: cdeeg@puebloura.org

With a copy to:

Brownstein Hyatt Farber Schreck, LLP  
Attn: Angela Hygh  
675 15th Street, Suite 2900  
Denver, Colorado 80202  
E-mail: ahygh@bhfs.com

In the case of the Chamber:



SECTION 7. ENTIRE AGREEMENT; AUTHORITY NOT A PARTNER. The respective obligations of the Parties to this Agreement constitute the only obligations of the Parties under this Agreement. Notwithstanding any language in this Agreement or any other agreement, representation or warranty to the contrary, the Authority shall not be deemed a partner or joint venture of the Chamber, and the Authority shall not be responsible for any debt or liability of the Chamber.

SECTION 8. ASSIGNMENT. This Agreement or any rights or interest in this Agreement may not be assigned or transferred by either Party without the prior written approval of the other Party.

SECTION 9. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Parties, their personal representatives, successors and assigns, but nothing herein shall permit the assignment or transfer of this Agreement without the prior written consent of the other Party.

SECTION 10. JURISDICTION AND VENUE. In the event of litigation hereunder, the Pueblo County District Court sitting without a jury shall have exclusive jurisdiction and venue over the case.

SECTION 11. AMENDMENTS. This Agreement is the entire Agreement of the Parties as to the subject matter herein and supersedes and replaces all prior agreements with respect to the subject matter herein and may be amended only in writing fully executed by the Parties.

SECTION 12. GOVERNING LAW. This Agreement shall be construed and interpreted under the laws of the State of Colorado.

SECTION 13. ENFORCED DELAY. A Party shall not be considered in breach of, or in default in, its obligations with respect to this Agreement in the event of delay in the performance of such obligations due to causes beyond its control without its fault or negligence, including but not limited to, acts of God, acts of public enemy, acts of federal or state government, acts of the other Party, acts of third parties, acts of courts, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors or materialmen due to such causes, it being the purpose and intent of this provision that if such delay occurs, the time or times for performance by the Party affected by such delay shall be extended for the period of the delay. The Party seeking the benefit of this provision shall give written notice of any such delay to the other Party within 30 days after such Party knows of such delay.

SECTION 14. NO THIRD PARTY BENEFICIARIES. The Authority shall not be obligated or liable under the terms of this Agreement to any other person or entity not a party hereto.

SECTION 15. NO WAIVER OF IMMUNITY. Nothing contained in this Agreement constitutes a waiver of either Party's sovereign immunity or governmental immunity under any applicable state law.

SECTION 16. CONSTRUCTION OF AGREEMENT. This Agreement has been arrived at by negotiation and shall not be construed against either Party hereto, or against the Party who prepared the last draft.

*[Signatures on Following Page]*

**IN WITNESS WHEREOF**, the Parties have executed this PUEBLO URBAN RENEWAL AUTHORITY LIGHT UP UNION GRANT AGREEMENT as of the 14th day of July, 2026.

**AUTHORITY:**

ATTEST:

PUEBLO URBAN RENEWAL AUTHORITY

By: \_\_\_\_\_  
Secretary/ Executive Director

By: \_\_\_\_\_  
Chair

*[Chamber Signature Page Follows]*

**CHAMBER:**

**GREATER PUEBLO CHAMBER OF  
COMMERCE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## General Information

### Contact Name:

Cara Siegel

### Contact Email Address:

[cara@pueblochamber.net](mailto:cara@pueblochamber.net)

### Contact Telephone:

7196962896

### Organization Name:

Leadership Pueblo | Greater Pueblo Chamber of Commerce

### Website:

<https://pueblochamber.org/>

### Requested Amount:

\$10,000.00

## Application Questions

### 1. Describe how this sponsorship meets the mission of the Pueblo Urban Renewal Authority to stabilize, enhance, and support economic vitality through community-driven development projects.

“Light Up Union” is a signature project led by the 2026 Pueblo Leadership class, designed to install canopy-style lighting throughout the entirety of the Union Avenue Historic Shopping District, spanning all three blocks. The lighting will be supported by the installation of more than 26 strategically placed steel poles, with placement guided by utility locates, lighting ordinances, and other key technical and environmental considerations.

This project directly aligns with the mission of the Pueblo Urban Renewal Authority by serving as a highly visible, community-driven investment in the economic vitality and overall experience of Union Avenue.

By installing over 7,000 feet of string lighting throughout the corridor, the project will significantly enhance the atmosphere and aesthetic appeal of one of Pueblo’s most historic and economically important districts. Improved lighting creates a more inviting and vibrant environment that encourages increased foot traffic, longer visitor stays, and greater support for local businesses, particularly during evening hours.

In addition to enhancing the visual character of the area, this project contributes to stabilization by improving perceived and actual safety. Well-lit public spaces are proven to deter crime and make pedestrians feel more comfortable, which is essential for sustaining consistent activity and business success along the corridor.

This effort is also rooted in community-driven development. It supports the businesses, property owners, and visitors who actively use Union Avenue, while complementing ongoing investments and revitalization efforts in the district. By creating a cohesive and welcoming environment, the lighting project helps unify the corridor and reinforces Union Avenue as a destination for dining, shopping, events, and tourism.

The projects goal is to also be collaborative. The leadership cohort is made up of 31 individuals all from different organizations and businesses throughout Pueblo. We want to ensure that collaboration is also happening with the companies we contract on this project. We are looking at a final cost of \$40,000 to make this project come to fruition.

Ultimately, this sponsorship is not just an investment in infrastructure, but in the continued growth, activation, and long-term economic resilience of one of Pueblo's key commercial corridors.

## 2. Are you a governmental agency or 501(C)3 and in good standing with the Secretary of the State of Colorado?

No

## Attach your Tax ID/EIN

- [2026-W9-CHAMBER.pdf](#)

## 3. Does this request have a positive impact on an urban renewal area?

Yes, this project will have a direct and positive impact on the Union Avenue urban renewal area by enhancing its economic vitality and overall experience. The installation of large-scale string lighting will create a more inviting and visually appealing corridor, encouraging increased foot traffic and longer visits that benefit local businesses, especially in the evening hours. Improved lighting also enhances public safety by increasing visibility and comfort for visitors. By strengthening the district's identity and supporting ongoing revitalization efforts, this project delivers lasting value to the area.

## 4. Describe what the funding requested will be used for specifically.

The requested \$10,000 investment will be dedicated to the procurement of high-quality, commercial-grade lighting materials for the Union Avenue activation project. The focus is on durable, weather-resistant string lighting systems paired with energy-efficient LED bulbs to ensure long-term performance and sustainability.

To fully illuminate the corridor, the project will require approximately 7,000 feet of lighting infrastructure and over 2,000 bulbs. Given the scale and permanence of the installation, all components are being sourced at a professional grade, with lighting cables and bulbs purchased separately to maximize quality and longevity.

The lighting system will be supported by a series of engineered steel poles, approximately 26 in total, strategically installed along the Union Avenue sidewalks and connected by reinforced cabling to ensure safety and structural integrity.

Any remaining funds will be allocated to a maintenance reserve, supporting future bulb replacement, system upkeep, and long-term reliability. This approach ensures the project is not only impactful at launch, but sustainable as a lasting enhancement to the district.

To ensure that we are keeping money local, we would like to purchase the lights through a locally owned electrical vendor such as Pueblo Electric, Blazer Electric or Adam's Electric. We are in full support of keeping this project strictly business to business and driving local economic spending as much as possible.





Dear Future Donor & Sponsor,

The **Greater Pueblo Chamber Leadership Pueblo Class of 2026** invites you to be part of something bigger than a project, we're building an experience, a feeling, and a future for one of Pueblo's most treasured places.

Historic Union Avenue isn't just a street. It's the heartbeat of our city. Home to more than 30 local businesses, it represents the entrepreneurial spirit, culture, and history that makes Pueblo unique. With your donation, we can elevate this district into a destination that shines, literally and figuratively, but most importantly enhances the Pueblo community!

We are proud to introduce ***Light Up Union***, a project to expand decorative and canopy string & bulb lighting along the 3 blocks that make up Historic Union Avenue Shopping District, building on recent improvements and making the area ***safer, more vibrant, and inviting*** for everyone.

This goals of this initiative are:

- To create a safer environment through enhanced lighting
- Inspire more people to explore, shop, and stay longer
- Support local businesses with increased evening traffic
- Establishing a signature, photo-worthy destination that draws visitors year-round
- Energizing Union Avenue into a vibrant nighttime hub for generations to come

We are seeking to raise a minimum of \$40,000 to bring this vision to life, covering materials, installation, permitting, insurance, and long-term maintenance to ensure this investment continues to shine for years ahead.

This is your opportunity to leave a lasting mark on the Pueblo community. As a donor, you're not just contributing funds, you're helping create a legacy. A place where memories are made, businesses thrive, and our community gathers under a shared glow.

Your partnership will directly transform Union Avenue into a safer, more inviting, and economically vibrant destination. Together, we can create an iconic space that residents are proud of and visitors can't stop talking about.

Our goal is to unveil this transformation at opening night of the **Pueblo Chile & Frijoles Festival in 2026**, and we can't do it without you.

If you are interested in donating please contact Greater Pueblo Chamber of Commerce or project representative Cara Siegel at [cara@pueblochamber.net](mailto:cara@pueblochamber.net) (719-696-2896).

Join us in lighting the way forward.

With gratitude & excitement,

Leadership Pueblo Class of 2026

# SPONSORSHIP GUIDE



## EXCLUSIVE LIGHT SPONSOR

**\$10,000.00**

- ✓ Company Logo on B. Street Welcome Sign

- ✓ Company name on dedication plaque
- ✓ Company logo on Union pole banners
- ✓ Logo inclusion on all marketing materials
- ✓ Public recognition & speech at ribbon-cutting
- ✓ Complimentary 2026 Chile Festival tix (20)
- ✓ Social media recognition



## BEACON SPONSOR

**\$3,000.00**

- ✓ Company name on dedication plaque
- ✓ Company logo on Union pole banners
- ✓ Logo inclusion on all marketing materials
- ✓ Public recognition & speech at ribbon-cutting
- ✓ Complimentary 2026 Chile Festival tix (12)
- ✓ Social media recognition



## RADIANCE SPONSOR

**\$2,000.00**

- ✓ Company name on dedication plaque
- ✓ Logo inclusion on all marketing materials
- ✓ Public recognition during the ribbon-cutting
- ✓ Complimentary 2026 Chile Festival tix (6)
- ✓ Social media recognition



## GLOW SPONSOR

**\$1,000.00**

- ✓ Company name on dedication plaque
- ✓ Logo inclusion on all marketing materials
- ✓ Public recognition during the ribbon-cutting
- ✓ Social media recognition



## SPARK SPONSOR

**\$500.00**

- ✓ Company name on dedication plaque
- ✓ Logo inclusion on all marketing materials
- ✓ Social media recognition

## Tenant & Property Owner Letter – Light Up Union

Dear Union Avenue Business and Property Owner,

The Leadership Pueblo Class of 2026 is excited to share an initiative designed to enhance the safety, visibility, and long-term vitality of our historic district: **Light Up Union**.

This project aims to extend decorative string lighting along the remainder of Union Avenue. Our goal is to create a safer, more vibrant, and more welcoming environment for residents, visitors, and the businesses and rental spaces that make Union Avenue the heart of Pueblo.

### What This Means for Your Business or Property

Whether you operate a storefront, manage a rental space, or own a building on Union Avenue, this project is designed to support your success. Light Up Union is expected to:

- Improve nighttime safety and visibility through enhanced ambient lighting
- Increase evening foot traffic and support extended business hours
- Create a visually striking, Instagram worthy destination that attracts tourists
- Strengthen Union Avenue’s identity as Pueblo’s premier historic district
- Encourage future small business growth and investment
- Enhance the appeal of rental spaces for current and prospective tenants

A more inviting, well lit corridor benefits not only active businesses but also property owners seeking to maintain high value, desirable commercial spaces.

### Our Approach

The project will be completed in phases, including stakeholder engagement, design, permitting, installation, and a community unveiling at the Pueblo Chile Festival.

We are committed to transparency and collaboration throughout the process. Your feedback, whether as a business operator or a property owner is essential to ensuring the project reflects the needs and character of the Union Avenue community.

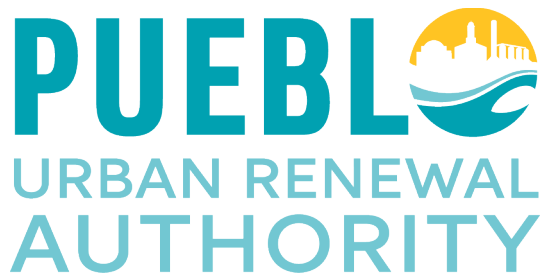
### Next Steps

We will be reaching out to schedule brief conversations with business owners and property owners to gather input, answer questions, and ensure the project aligns with your needs. Your voice matters, and we want this project to reflect the pride and character of the Union Avenue community.

Thank you for the work you do to make Union Avenue a vibrant and historic destination. We look forward to partnering with you as we work to **Light Up Union** and create a lasting legacy for Pueblo.

Warm regards,

**Leadership Pueblo Class of 2026**  
**Light Up Union Project Team**



**TITLE**

A RESOLUTION AUTHORIZING THE CHAIR AND STAFF TO EXECUTE A GRANT AGREEMENT TO PROVIDE FUNDING ASSISTANCE TO THE PUEBLO CONSERVANCY DISTRICT FOR THE MURALS ON THE LEVEE PROJECT

**RECOMMENDATION**

Approve Resolution 2026-39 at the July 14, 2026, regular meeting of the Board of Commissioners.

**BACKGROUND**

The Pueblo Urban Renewal Authority (PURA) will grant \$2,000 for levee painting supplies and safety gear the Pueblo Conservancy District (Developer). Cost Certification will be required, or reimbursement will be required by the Developer. PURA will certify costs in house.

This resolution approves the allocation of up to \$2,000 for levee painting supplies and safety gear which will be finalized in the agreement with the Developer.

**FINANCIAL IMPACT**

\$2,000 from the Union Avenue Urban Renewal Area will be allocated to this project.

RESOLUTION NO. 2026 - 39

A RESOLUTION AUTHORIZING THE CHAIR AND STAFF TO EXECUTE A GRANT AGREEMENT TO PROVIDE FUNDING ASSISTANCE TO THE PUEBLO CONSERVANCY DISTRICT FOR THE MURALS ON THE LEVEE PROJECT

WHEREAS, the Pueblo Urban Renewal Authority (the “Authority”) is authorized pursuant to C.R.S. Section 31-25-101 et seq. to undertake projects that eliminate blight, promote redevelopment, and enhance the economic vitality of the community; and

WHEREAS, the Pueblo Conservancy District has requested funding for painting supplies and safety gear for artists to paint murals on the Arkansas River levee; and

WHEREAS, the murals on the levee will extend almost three miles located within the Union Avenue Urban Renewal Plan Area; and

WHEREAS, the Authority has determined the Murals on the Levee Project will draw tourists to the area, enhance the amenity for locals who recreate on the Arkansas River trail and will contribute to the long-term redevelopment goals within the Union Avenue Urban Renewal Area. The Authority finds that the Murals on the Levee Project is consistent with the intent of C.R.S. Section 31-25-101 et seq. to undertake projects that eliminate blight, promote redevelopment, and enhance the economic vitality of the community, and desires to provide financial support in the amount of \$2,000 to pay for the reasonable and necessary costs of painting supplies and safety equipment for artists to paint murals on the levee.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AUTHORITY OF PUEBLO, COLORADO, AS FOLLOWS:

Section 1. The foregoing recitals are incorporated herein by reference.

Section 2. The attached agreement between the Pueblo Urban Renewal Authority and the Pueblo Conservancy District substantially in the form attached as Exhibit A, is hereby approved.

Section 3. The Chair, Vice-Chair, Treasurer and Secretary are authorized to execute the agreement on behalf of the Authority, subject to minor modifications consistent with the intent of this Resolution or the Owner Agreement, as the Chair, Vice-Chair, Treasurer, and Secretary in consultation with the Authority’s staff and legal counsel may determine to be necessary and appropriate to protect the interests of the Authority or to effectuate the purposes of this Resolution.

Section 4. This resolution shall be effective immediately upon its approval and adoption.

ADOPTED this 14<sup>th</sup> day of July, 2026.

PUEBLO URBAN RENEWAL AUTHORITY

By: \_\_\_\_\_  
Chair

Attest:

By: \_\_\_\_\_  
Secretary

**PUEBLO URBAN RENEWAL AUTHORITY MURALS ON THE LEVEE**  
**GRANT AGREEMENT**  
**PUEBLO CONSERVANCY DISTRICT**

**SECTION 1. PARTIES.** This Pueblo Urban Renewal Authority Murals on the Levee Project Grant Agreement (this “Agreement”) is by and between the PUEBLO URBAN RENEWAL AUTHORITY, a body corporate and politic (the “Authority”), and the PUEBLO CONSERVANCY DISTRICT (the “District”), a statutory entity duly organized and existing as a conservancy district under the Constitution and laws of the State of Colorado. The parties to this Agreement may be referred to individually in the singular and collectively in the plural, as “Party” or “Parties”.

**SECTION 2. PURPOSE.** Each of the undersigned representatives of the Parties hereto hereby represent that they have full authority to bind the Authority and the District, respectively, to the terms of this Agreement.

2.1. The Authority is carrying out the Union Avenue Urban Renewal Plan (the “Urban Renewal Plan”), which was approved by the City Council of the City.

2.2. The District is promoting a project to paint murals on the levee that will extend the almost three miles of the levee when it is completed. The District seeks funding for painting supplies and safety gear for artists to paint murals on the levee.

2.3. The Authority has determined that the Murals on the Levee project will draw tourists to the area and enhance the amenity for locals and visitors who recreate on the Arkansas River trail which will contribute to improved public amenities and long-term redevelopment goals within the Union Avenue Urban Renewal Areas. The Authority finds that the Murals on the Levee Project is consistent with the intent of C.R.S. Section 31-25-101 et seq. to undertake projects that eliminate blight, promote redevelopment, and enhance the economic vitality of the community, and desires to provide financial support to the District for the Murals on the Levee Project.

**SECTION 3. GRANT FUNDS.** The grant amount total is \$2,00.00 (the “Grant”).

3.1. **Disbursement.** The Authority shall disburse the Grant in one payment directly to the District within 60 days after the execution of this Agreement.

3.2. **Use of Grant.** The District shall use the Grant solely for painting supplies and safety gear for artist to paint murals on the levee.

3.3. **Refund of Unused Portions of Grant and Return of Improperly Used Funds.** Upon the completion of the Murals on the Levee Project, the District shall return any unused portions of the Grant to the Authority. In the event that the funding has not been expended as of December 31, 2027, any unused portions of the Grant as of that date shall be returned to the Authority. Any funding provided by the Authority that is not used as required by this Agreement shall be repaid to the Authority.

3.4 Reports. Upon written request by the Authority, the District shall provide the Authority with a report on the District's use of the Grant and progress towards completion of the Murals on the Levee Project in sufficient detail to demonstrate compliance with this Agreement (each, a "Report"). Additionally, the District shall provide the Authority with a Report at the time of completion of the Murals on the Levee Project.

3.5 District Funds. The District shall be responsible for all aspects of the Murals on the Levee Project that are outside of the scope of this Agreement, including any costs associated with completing the Murals on the Levee Project that exceed the amount of the Grant.

#### SECTION 4. OBLIGATIONS OF DISTRICT.

4.1. Quality of Construction. All improvements made in furtherance of the Murals on the Levee Project shall be completed in a good and workmanlike manner and in accordance with plans approved by the City, and any other authority having review and approval authority over the Murals on the Levee Project, and in accordance with all applicable laws, codes, ordinances, and design standards.

4.2. Union Avenue and Downtown Pueblo Improvements. The Parties acknowledge and agree that the Authority is making this Grant available to the District based on the Authority's belief that improving the aesthetics of the levee is important to promoting redevelopment and enhancing the economic vitality of the in the Union Avenue Urban Renewal Area. The District agrees that it will use its best efforts to complete the Murals on the Levee Project.

SECTION 5. REMEDIES. If any Party defaults hereunder, any non-defaulting Party may seek enforcement of the Agreement by any available remedy at law or in equity; provided, however, damages payable by the Authority shall be limited to those amounts that would have been payable under this Agreement. In no event shall either Party be liable for special, consequential, or punitive damages. In addition, any non-defaulting Party shall recover, and the defaulting Party shall pay, its reasonable costs and attorney's fees.

SECTION 6. NOTICES. Unless otherwise notified in writing by any Party, all notices required or permitted by this Agreement shall be in writing and shall be sufficiently given if delivered in person, by prepaid overnight express mail or express courier to any Party, or by certified mail, with postage prepaid and return receipt requested, and addressed to:

In the case of the Authority: Pueblo Urban Renewal Authority  
Attn: Cherish Deeg, Executive Director  
115 E. Riverwalk, Suite 410  
Pueblo, Colorado 81003  
E-mail: cdeeg@puebloura.org

With a copy to: Brownstein Hyatt Farber Schreck, LLP  
Attn: Angela Hygh  
675 15th Street, Suite 2900

Denver, Colorado 80202  
E-mail: ahygh@bhfs.com

In the case of the District:



SECTION 7. ENTIRE AGREEMENT; AUTHORITY NOT A PARTNER. The respective obligations of the Parties to this Agreement constitute the only obligations of the Parties under this Agreement. Notwithstanding any language in this Agreement or any other agreement, representation or warranty to the contrary, the Authority shall not be deemed a partner or joint venture of the District, and the Authority shall not be responsible for any debt or liability of the District.

SECTION 8. ASSIGNMENT. This Agreement or any rights or interest in this Agreement may not be assigned or transferred by either Party without the prior written approval of the other Party.

SECTION 9. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Parties, their personal representatives, successors and assigns, but nothing herein shall permit the assignment or transfer of this Agreement without the prior written consent of the other Party.

SECTION 10. JURISDICTION AND VENUE. In the event of litigation hereunder, the Pueblo County District Court sitting without a jury shall have exclusive jurisdiction and venue over the case.

SECTION 11. AMENDMENTS. This Agreement is the entire Agreement of the Parties as to the subject matter herein and supersedes and replaces all prior agreements with respect to the subject matter herein and may be amended only in writing fully executed by the Parties.

SECTION 12. GOVERNING LAW. This Agreement shall be construed and interpreted under the laws of the State of Colorado.

SECTION 13. ENFORCED DELAY. A Party shall not be considered in breach of, or in default in, its obligations with respect to this Agreement in the event of delay in the performance of such obligations due to causes beyond its control without its fault or negligence, including but not limited to, acts of God, acts of public enemy, acts of federal or state government, acts of the other Party, acts of third parties, acts of courts, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors or materialmen due to such causes, it being the purpose and intent of this provision that if such delay occurs, the time or times for performance by the Party affected by such delay shall be extended for the period of the delay. The Party seeking the benefit of this provision shall give written notice of any such delay to the other Party within 30 days after such Party knows of such delay.

SECTION 14. NO THIRD PARTY BENEFICIARIES. The Authority shall not be obligated or liable under the terms of this Agreement to any other person or entity not a party hereto.

SECTION 15. NO WAIVER OF IMMUNITY. Nothing contained in this Agreement constitutes a waiver of either Party's sovereign immunity or governmental immunity under any applicable state law.

SECTION 16. CONSTRUCTION OF AGREEMENT. This Agreement has been arrived at by negotiation and shall not be construed against either Party hereto, or against the Party who prepared the last draft.

*[Signatures on Following Page]*

**IN WITNESS WHEREOF**, the Parties have executed this PUEBLO URBAN RENEWAL AUTHORITY MURALS ON THE LEVEE PROJECT GRANT AGREEMENT as of the 14th day of July, 2026.

**AUTHORITY:**

ATTEST:

PUEBLO URBAN RENEWAL AUTHORITY

By: \_\_\_\_\_  
Secretary/ Executive Director

By: \_\_\_\_\_  
Chair

*[District Signature Page Follows]*

**DISTRICT:**

**PUEBLO CONSERVANCY DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## New submission from Sponsorship Request Form

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**From** Corinne Koehler <no-reply@puebloura.org>  
**Date** Wed 2/18/2026 3:09 PM  
**To** Andrea DelaGarza <adelagarza@puebloura.org>

### General Information

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**Contact Name:**

Corinne Koehler

**Contact Email Address:**

[cor\\_koehler@yahoo.com](mailto:cor_koehler@yahoo.com)

**Contact Telephone:**

719-252-5389

**Organization Name:**

Pueblo Conservancy District

**Website:**

<https://puebl levee.org>

**Requested Amount:**

\$2,000.00

### Application Questions

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**1. Describe how this sponsorship meets the mission of the Pueblo Urban Renewal Authority to stabilize, enhance, and support economic vitality through community-driven development projects.**

This sponsorship of an event called "Meet & Greet the Levee artists" is to promote the murals on the levee and raise funds for the artists for painting supplies and safety gear. The murals on the levee will extend the almost three miles of the levee when it is completed. The murals are a tourist attraction and attracts visitors from a wide area within the state and out of state folks. Besides a tourist attraction the locals enjoy getting on the river trail and seeing the murals and watching the artists create their masterpiece on the levee.

**2. Are you a governmental agency or 501(C)3 and in good standing with the Secretary of the State of Colorado?**

Yes

**Attach your Tax ID/EIN**

- [PCD-W-9-2025.pdf](#)

**3. Does this request have a positive impact on an urban renewal area?**

Union Ave. Renewal area- a portion of the levee is in the district between the two bridges of Union and Main. The murals enhances this area.

Colorado Smelter area goes to river at the Moffat parking lot. This is a trailhead parking lot that takes visitors to the levee. The murals are not this far down yet but will be when it is all painted. The Pueblo Conservancy District is in the contract stage of redoing the parking lot to allow for more parking.

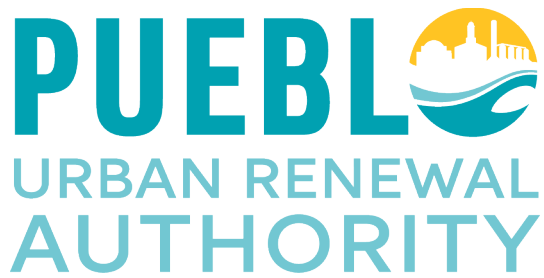
The Bluffs- when the apartment building is completed many of the apartments will have the murals as their view.

South Santa Fe Urban area includes a portion of Runyon Lake (owned by PCD) which is a way to hop on the river/levee trail.

Lower Westside goes to the edge of 11th Street which is the start of the levee in that area. The murals are getting close to that edge.

#### **4. Describe what the funding requested will be used for specifically.**

The event is a fundraiser to be held at Pillars Park on May 13th in the early evening to support the work of the artists. The funds raised will be used to buy painting supplies and safety equipment. Once the murals are painted they need to be periodically touched up and also a clear coating on them to protect from weather damage. Many more murals need to be painted on the levee including the area that is designated for murals with have a historic theme. The cost to attend is \$35 with the opportunity to meet the artists and learn why they painted a particular mural and what other ideas they have to paint another. Several individuals and businesses are being contacted to be a sponsor. The murals are a very popular place to see on the river trail.



**TITLE**

A RESOLUTION AUTHORIZING THE CHAIR AND STAFF TO EXECUTE A GRANT AGREEMENT TO PROVIDE FUNDING ASSISTANCE TO THE PUEBLO FALLEN POLICE OFFICER MEMORIAL FOUNDATION FOR A FALLEN OFFICER MEMORIAL

**RECOMMENDATION**

Approve Resolution 2026-40 at the July 14, 2026, regular meeting of the Board of Commissioners.

**BACKGROUND**

The Pueblo Urban Renewal Authority (PURA) will grant \$25,000 for a Fallen Officer Memorial to the Pueblo Fallen Police Officer Memorial Foundation (Developer). Cost Certification will be required, or reimbursement will be required by the Developer. PURA will certify costs in house.

This resolution approves the allocation of up to \$25,000 for a Fallen Officer Memorial to be placed on the Riverwalk, which will be finalized in the agreement with the Developer.

**FINANCIAL IMPACT**

\$25,000 from the Downtown Expanded Urban Renewal Area will be allocated to this project.

RESOLUTION NO. 2026 - 40

A RESOLUTION AUTHORIZING THE CHAIR AND STAFF TO EXECUTE A GRANT AGREEMENT TO PROVIDE FUNDING ASSISTANCE TO THE PUEBLO FALLEN POLICE OFFICER MEMORIAL FOUNDATION FOR A FALLEN OFFICER MEMORIAL

WHEREAS, the Pueblo Urban Renewal Authority (the “Authority”) is authorized pursuant to C.R.S. Section 31-25-101 et seq. to undertake projects that eliminate blight, promote redevelopment, and enhance the economic vitality of the community; and

WHEREAS, the Pueblo Fallen Peace Officer Memorial Foundation has requested funding for a Fallen Officer Memorial to be placed on the Riverwalk to provide a special space to honor Pueblo’s fallen officers that will signify the community’s support for law enforcement and provide a special location for the families of the fallen officers and community members to honor the lives lost; and

WHEREAS, the Fallen Officer Memorial will be located within the Downtown Expanded Urban Renewal Areas; and

WHEREAS, the Fallen Officer Memorial will contribute to the vitality of the Downtown Expanded Urban Renewal Plan Area by creating a meaningful civic destination that strengthens community identity, honors public service and provides an attractive and welcoming public space for contemplation and civic gatherings. The Fallen Officer Memorial will also complement adjacent public and private investment; and

WHEREAS, the City of Pueblo supports the Fallen Officer Memorial; and

WHEREAS, the Authority has determined that the Fallen Officer Memorial is consistent with the intent of C.R.S. Section 31-25-101 et seq. to undertake projects that eliminate blight, promote redevelopment, and enhance the economic vitality of the community, and desires to provide financial support in the amount of \$25,000 to the Pueblo Fallen Peace Officer Memorial Foundation to pay for the reasonable and necessary certified and approved eligible infrastructure costs relate that the Fallen Officer Memorial.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AUTHORITY OF PUEBLO, COLORADO, AS FOLLOWS:

Section 1. The foregoing recitals are incorporated herein by reference.

Section 2. The attached agreement between the Pueblo Urban Renewal Authority and the Pueblo Fallen Peace Officer Memorial Foundation substantially in the form attached as Exhibit A, is hereby approved.

Section 3. The Chair, Vice-Chair, Treasurer and Secretary are authorized to execute the

agreement on behalf of the Authority, subject to minor modifications consistent with the intent of this Resolution or the Owner Agreement, as the Chair, Vice-Chair, Treasurer, and Secretary in consultation with the Authority's staff and legal counsel may determine to be necessary and appropriate to protect the interests of the Authority or to effectuate the purposes of this Resolution.

Section 4. This Resolution shall be effective immediately upon its adoption.

ADOPTED this 14<sup>th</sup> day of July, 2026.

PUEBLO URBAN RENEWAL AUTHORITY

By: \_\_\_\_\_  
Chair

Attest:

By: \_\_\_\_\_  
Secretary

**PUEBLO URBAN RENEWAL AUTHORITY FALLEN OFFICER MEMORIAL  
GRANT AGREEMENT**  
**PUEBLO FALLEN PEACE OFFICER MEMORIAL FOUNDATION**

**SECTION 1. PARTIES.** This Pueblo Urban Renewal Authority Fallen Officer Memorial Grant Agreement (this “Agreement”) is by and between the PUEBLO URBAN RENEWAL AUTHORITY, a body corporate and politic (the “Authority”), and the PUEBLO FALLEN PEACE OFFICER MEMORIAL FOUNDATION, a Colorado home nonprofit corporation (the “Foundation”). The parties to this Agreement may be referred to individually in the singular and collectively in the plural, as “Party” or “Parties”.

**SECTION 2. PURPOSE.** Each of the undersigned representatives of the Parties hereto hereby represent that they have full authority to bind the Authority and the Foundation, respectively, to the terms of this Agreement.

2.1. The Authority is carrying out the Downtown Expanded Urban Renewal Plan (the “Urban Renewal Plan”), which was approved by the City Council of the City.

2.2. The Pueblo Fallen Peace Officer Memorial Foundation has requested funding for a Fallen Officer Memorial to be placed on the Riverwalk to provide a meaningful public space to honor Pueblo’s fallen officers past, present, and future that will signify the community’s support for law enforcement and provide a special location for the families of the fallen officers and community members to honor the lives lost. The City of Pueblo supports the Fallen Officer Memorial.

2.3. The Authority has determined that the Fallen Officer Memorial will contribute to the vitality of the Downtown Expanded Urban Renewal Plan Area by creating a meaningful civic destination that strengthens community identity, honors public service and provides an attractive and welcoming public space for contemplation and civic gatherings which will enhance placemaking within the Urban Renewal Plan area and complementing adjacent public and private investment.

**SECTION 3. GRANT FUNDS.** The grant amount total is \$25,000.00 (the “Grant”).

3.1. **Disbursement.** The Authority shall disburse the Grant in one payment directly to the Foundation within 60 days after the execution of this Agreement.

3.2. **Use of Grant.** The Foundation shall use the Grant solely for the Fallen Officer Memorial.

3.3. **Refund of Unused Portions of Grant and Return of Improperly Used Funds.** Upon the completion of the Fallen Officer Memorial, the Foundation shall return any unused portions of the Grant to the Authority. In the event that the Fallen Officer Memorial has not been completed as of December 31, 2027, any unused portions of the Grant as of that date shall be returned to the Authority. Any funding provided by the Authority that is not used as required by this Agreement shall be repaid to the Authority.

3.4. Reports. Upon written request by the Authority, the Foundation shall provide the Authority with a report on the Foundation's use of the Grant and progress towards completion of the Fallen Officer Memorial in sufficient detail to demonstrate compliance with this Agreement (each, a "Report"). Additionally, the Foundation shall provide the Authority with a Report at the time of completion of the Fallen Officer Memorial.

3.5. Foundation Funds. The Foundation shall be responsible for all aspects of the Fallen Officer Memorial that are outside of the scope of this Agreement, including any costs associated with completing the Fallen Officer Memorial that exceed the amount of the Grant.

#### SECTION 4. OBLIGATIONS OF FOUNDATION.

4.1. Quality of Construction. The Fallen Officer Memorial shall be constructed in a good and workmanlike manner and in accordance with plans approved by the City, and any other authority having review and approval authority over the Fallen Officer Memorial, and in accordance with all applicable laws, codes, ordinances, and design standards.

4.2. Downtown Expanded Pueblo Improvements. The Parties acknowledge and agree that the Authority is making this Grant available to the Foundation based on the Authority's belief that the Fallen Officer Memorial will support the Authority's efforts to halt the spread of blight, promote redevelopment, and enhance the economic vitality of the Downtown Expanded Urban Renewal Plan area. The Foundation agrees that it will use its best efforts to complete the Fallen Officer Memorial.

SECTION 5. REMEDIES. If any Party defaults hereunder, any non-defaulting Party may seek enforcement of the Agreement by any available remedy at law or in equity; provided, however, damages payable by the Authority shall be limited to those amounts that would have been payable under this Agreement. In no event shall either Party be liable for special, consequential, or punitive damages. In addition, any non-defaulting Party shall recover, and the defaulting Party shall pay, its reasonable costs and attorney's fees.

SECTION 6. NOTICES. Unless otherwise notified in writing by any Party, all notices required or permitted by this Agreement shall be in writing and shall be sufficiently given if delivered in person, by prepaid overnight express mail or express courier to any Party, or by certified mail, with postage prepaid and return receipt requested, and addressed to:

In the case of the Authority: Pueblo Urban Renewal Authority  
Attn: Cherish Deeg, Executive Director  
115 E. Riverwalk, Suite 410  
Pueblo, Colorado 81003  
E-mail: cdeeg@puebloura.org

With a copy to: Brownstein Hyatt Farber Schreck, LLP  
Attn: Angela Hygh  
675 15th Street, Suite 2900

Denver, Colorado 80202  
E-mail: ahygh@bhfs.com

In the case of the Foundation:



SECTION 7. ENTIRE AGREEMENT; AUTHORITY NOT A PARTNER. The respective obligations of the Parties to this Agreement constitute the only obligations of the Parties under this Agreement. Notwithstanding any language in this Agreement or any other agreement, representation or warranty to the contrary, the Authority shall not be deemed a partner or joint venture of the Foundation, and the Authority shall not be responsible for any debt or liability of the Foundation.

SECTION 8. ASSIGNMENT. This Agreement or any rights or interest in this Agreement may not be assigned or transferred by either Party without the prior written approval of the other Party.

SECTION 9. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Parties, their personal representatives, successors and assigns, but nothing herein shall permit the assignment or transfer of this Agreement without the prior written consent of the other Party.

SECTION 10. JURISDICTION AND VENUE. In the event of litigation hereunder, the Pueblo County District Court sitting without a jury shall have exclusive jurisdiction and venue over the case.

SECTION 11. AMENDMENTS. This Agreement is the entire Agreement of the Parties as to the subject matter herein and supersedes and replaces all prior agreements with respect to the subject matter herein and may be amended only in writing fully executed by the Parties.

SECTION 12. GOVERNING LAW. This Agreement shall be construed and interpreted under the laws of the State of Colorado.

SECTION 13. ENFORCED DELAY. A Party shall not be considered in breach of, or in default in, its obligations with respect to this Agreement in the event of delay in the performance of such obligations due to causes beyond its control without its fault or negligence, including but not limited to, acts of God, acts of public enemy, acts of federal or state government, acts of the other Party, acts of third parties, acts of courts, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors or materialmen due to such causes, it being the purpose and intent of this provision that if such delay occurs, the time or times for performance by the Party affected by such delay shall be extended for the period of the delay. The Party seeking the benefit of this provision shall give written notice of any such delay to the other Party within 30 days after such Party knows of such delay.

SECTION 14. NO THIRD PARTY BENEFICIARIES. The Authority shall not be obligated or liable under the terms of this Agreement to any other person or entity not a party hereto.

SECTION 15. NO WAIVER OF IMMUNITY. Nothing contained in this Agreement constitutes a waiver of either Party's sovereign immunity or governmental immunity under any applicable state law.

SECTION 16. CONSTRUCTION OF AGREEMENT. This Agreement has been arrived at by negotiation and shall not be construed against either Party hereto, or against the Party who prepared the last draft.

*[Signatures on Following Page]*

**IN WITNESS WHEREOF**, the Parties have executed this PUEBLO URBAN RENEWAL AUTHORITY FALLEN OFFICER MEMORIAL GRANT AGREEMENT as of the 14th day of July, 2026.

**AUTHORITY:**

ATTEST:

PUEBLO URBAN RENEWAL AUTHORITY

By: \_\_\_\_\_  
Secretary/ Executive Director

By: \_\_\_\_\_  
Chair

*[Foundation Signature Page Follows]*

Authority Signature Page to Urban Renewal Authority Fallen Officer Memorial Grant Agreement

**FOUNDATION:**

**PUEBLO FALLEN PEACE OFFICER  
MEMORIAL FOUNDATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dear PURA Commissioners,

I am writing to respectfully request a donation of \$25,000 to the Fallen Officer Memorial that is going to be placed on the Riverwalk. For the last several years a group of leaders including The Sheriff, Under Sheriff, Chief of Police, retired Police Chief Davenport and many others have been working on a dedication wall for all of our Fallen Officers.

This wall will be located on the Riverwalk Channel at the Confluence. They have been working for 5 years to raise the funds. Last year as you are aware we have 4 Police Officers injured in the line of Duty protecting our community. The impact of this event has and will forever impact the community. There have been many officers that have not been as lucky. We would like to have a special spot to honor them. The Memorial will signify not only our support for law enforcement, but it will also be a special location for the families and community members to honor the lives lost.

As the Mayor, I believe this is very important and no better time then now. I will also be requesting the County donate \$40,000, and \$185,000 from the City of Pueblo. The total cost of the project is \$350,000. The group to this point has raised \$ 120,918.38.

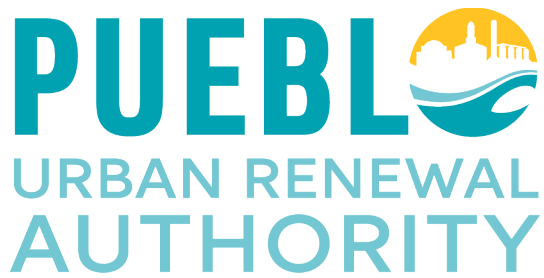
The money that I am requesting from PURA would come from the special projects downtown. I believe we have the funds available for this request. Listed below are the board members and the wonderful individuals who have been working so diligently on the project.

President Troy D. Davenport, 100 Club  
Vice President David J. Lucero, Pueblo County Sheriff's Office  
Second Vice President Brian Lyons, Colorado State Patrol  
Secretary Chris Noeller, Police Department  
Treasurer Steve Bryant, Pueblo County Sheriff's Office

Mianna Defusco, Police Department  
Kathy Mora, Pueblo County Sheriff's Office  
Michael Tafoya, Colorado State Patrol

Thank you for your consideration





### **TITLE**

A RESOLUTION OF THE PUEBLO URBAN RENEWAL AUTHORITY, APPROVING THE TERMINATION AGREEMENT WITH A MUTUAL RELEASE BY AND BETWEEN THE PUEBLO URBAN RENEWAL AUTHORITY, A BODY CORPORATE AND POLITIC OF THE STATE OF COLORADO, AND POSADA, INC., A COLORADO NONPROFIT CORPORATION, AND AUTHORIZING THE EXECUTION OF THE SAME

### **RECOMMENDATION**

Approve Resolution 2026-41 at the July 14, 2026, regular meeting of the Board of Commissioners.

### **BACKGROUND**

The Pueblo Urban Renewal Authority (the "Authority") authorized the purchase of lots 612 – 618 East 2<sup>nd</sup> Street, Pueblo CO (the "Property") from the City of Pueblo (the "City") in March 2024. The Authority entered into an agreement with Westover Homes to build duplex homes on these lots, which were completed in December 2024.

On October 28 by resolution 2025-52 the Authority approved a purchase agreement for the Property with Posada, Inc (Posada). It is the intent of both parties to work collaboratively for the success of this housing project. The Authority received a letter dated February 9, 2026, from Posada requesting the purchase price be reduced to \$450,000 from \$700,000. The board declined the price reduction on the 12<sup>th</sup> day of May during a regular meeting of the board.

This resolution approves a mutual termination of the Purchase agreement.

### **FINANCIAL IMPACT**

Minimal carrying costs of insurance, under \$1,000 per duplex is expected. Authority staff will be acting as property managers for this project.

RESOLUTION NO. 2025- 42

A RESOLUTION OF THE PUEBLO URBAN RENEWAL AUTHORITY, APPROVING THE TERMINATION AGREEMENT WITH A MUTUAL RELEASE BY AND BETWEEN THE PUEBLO URBAN RENEWAL AUTHORITY, A BODY CORPORATE AND POLITIC OF THE STATE OF COLORADO (THE "AUTHORITY"), AND POSADA, INC., A COLORADO NONPROFIT CORPORATION, AND AUTHORIZING THE EXECUTION OF THE SAME

WHEREAS, the Pueblo Urban Renewal Authority (the "Authority") has undertaken activities to eliminate and prevent blight and to prevent injury to the public health, safety, m'orals, and welfare of the residents of the City of Pueblo, Colorado (the "City"); and

WHEREAS, the Authority purchased lots 612, 614, 616, 618 East 2nd Street (the "Property") from the City in March 2024, which are located within the Eastside Urban Renewal Authority ("URA"); and

WHEREAS, the Authority is authorized under the Plan and the Act to utilize incentives and financial assistance in order to provide for the redevelopment of the Plan Area and promote improvements of properties in the Plan Area; and

WHEREAS, the Authority entered into an agreement with Westover Homes to build duplex homes on these lots, which were constructed and completed in December 2024; and

WHEREAS, in order to further the purposes of the Act and the Plan, the Authority and Posada, Inc. entered into a Residential Purchase Agreement on October 30, 2025; and

WHEREAS, the Authority and Posada, Inc. desire to terminate the Purchase Agreement and enter into a Termination Agreement with Mutual Release attached hereto and made a part hereof, which terminates the Purchase Agreement and grants mutual releases to each party.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PUEBLO URBAN RENEWAL AUTHORITY:

Section 1. The foregoing Recitals are incorporated herein by this reference.

Section 2. The attached Termination Agreement with Mutual Release is approved, and the Chair, Vice-Chair, Treasurer and Secretary are authorized to execute the Termination Agreement with Mutual Release on behalf of the Authority, subject to minor modifications consistent with the intent of this Resolution, as the Chair, Vice-Chair, Treasurer and Secretary in consultation with the Authority's staff and legal counsel may determine to be necessary and appropriate to protect the interests of the Authority or to effectuate the purposes of this Resolution.

Section 3. This Resolution shall be effective immediately upon its adoption.

ADOPTED this 14th day of July, 2026.

PUEBLO URBAN RENEWAL AUTHORITY

By: \_\_\_\_\_  
Chair

Attest:

By: \_\_\_\_\_  
Secretary

ADOPTED this 14<sup>th</sup> day of July, 202

PUEBLO URBAN RENEWAL AUTHORITY

By: \_\_\_\_\_  
Chairperson

Attest:

By: \_\_\_\_\_  
Secretary

## **TERMINATION AGREEMENT WITH MUTUAL RELEASE**

This TERMINATION AGREEMENT AND MUTUAL RELEASE (this “**Termination Agreement**”) is made and entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026 (the “**Effective Date**”), by and between PUEBLO URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (“**Seller**”), and POSADA, INC., a Colorado nonprofit corporation (“**Buyer**”). Seller and Buyer may each be individually referred to herein as a “**Party**” and collectively as the “**Parties**”.

### **RECITALS**

A. The Parties entered into that certain Residential Purchase Agreement with an effective date of March 11, 2025 (the “**Purchase Agreement**”), wherein Seller agreed to sell to Buyer and Buyer agreed to buy from Seller the property consisting of a duplex with a mailing address of 612, 614, 616, 618 E. 2nd Street, Pueblo, Colorado, 81001 (the “**Property**”), as more particularly described in the Purchase Agreement. All capitalized terms used but not defined herein shall have the same meaning ascribed to them in the Purchase Agreement.

B. On February 9, 2026, Buyer provided Seller with a request to reduce the sale price of the Property.

C. On May 12, 2026, at a meeting of the board of commissioners of Seller, Seller declined to reduce the sale price of the Property.

D. Pursuant to Section V of the Purchase Agreement, no Earnest Money was deposited in connection with the proposed transaction.

E. The Parties now desire to enter into this Termination Agreement to (i) terminate the Purchase Agreement subject to, and in accordance with the terms and conditions set forth below, and (ii) grant mutual releases to each other as set forth herein.

NOW, THEREFORE, in consideration of the above, the mutual covenants contained in this Termination Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

### **AGREEMENT**

1. **RECITALS**. The recitals set forth above are incorporated herein by this reference and constitute a part of this Termination Agreement.

2. **PURCHASE AGREEMENT TERMINATION**. Subject to the performance of all terms and conditions set forth in this Termination Agreement, the Parties hereby agree to terminate the Purchase Agreement effective as of the Effective Date. Except for any obligations that expressly survive termination of the Purchase Agreement, the Parties shall have no remaining

obligations, duties, or rights of any nature whatsoever with respect to, in connection with, or otherwise arising under the Purchase Agreement upon termination of the same.

3. RELEASES.

(a) By Buyer. Except as otherwise provided herein, Buyer, together with all of its past, present, and future heirs, agents, subsidiaries, parents, successors, assigns, agents, employees, and directors thereupon releases and forever discharges Seller, together with all of its past, present, and future predecessors, affiliates, partnerships, partners, trusts, parents, heirs, subsidiaries, shareholders, officers, directors, agents, subcontractors, successors, and assigns, of and from any and all actions, causes of action, claims, demands, losses, damages, costs, attorneys' fees, judgments, liens, indebtedness, and liabilities, whether known or unknown and whether contingent or liquidated, in any way related to the Property and the Purchase Agreement.

(b) By Seller. Except as otherwise provided herein, Seller, together with all of its past, present, and future heirs, agents, subsidiaries, parents, successors, assigns, agents, employees, and directors thereupon releases and forever discharges Buyer, together with all of its past, present, and future predecessors, affiliates, partnerships, partners, trusts, parents, heirs, subsidiaries, shareholders, officers, directors, agents, subcontractors, successors, and assigns, of and from any and all actions, causes of action, claims, demands, losses, damages, costs, attorneys' fees, judgments, liens, indebtedness, and liabilities, whether known or unknown and whether contingent or liquidated, in any way related to the Property and the Purchase Agreement.

4. NO ASSIGNMENT OF CLAIMS. The Parties represent and warrant that they have made no assignment, transfer, or waiver of any claims that were made or could have been made related to the Purchase Agreement. The Parties further represent and warrant that they have made no assignment, transfer, or waiver of any claim they had, or now have which is the subject of this Termination Agreement. Each Party understands and acknowledges that the other Party to this Termination Agreement is reasonably relying upon said representations and warranties in entering into this Termination Agreement.

5. DISCLAIMER OF LIABILITIES. This Termination Agreement is intended to be and is an accommodation between the Parties and shall not be construed as an admission of liability on behalf of any Party.

6. AUTHORITY. Each Party represents and warrants that it has the power and authority to execute this Termination Agreement and that there are no third-party approvals required to execute this Termination Agreement or to comply with the terms or provisions contained herein.

7. CAPTIONS AND HEADINGS. The titles or headings of the various paragraphs hereof are intended solely for convenience of reference and are not intended and shall not be deemed to modify, explain, or place any construction upon any of the provisions of this Termination Agreement.

8. CONSTRUCTION. This Termination Agreement shall be considered as drafted jointly by the Parties, and no uncertainty or ambiguity found in the terms hereof shall be construed for or against any Party based on an attribution of drafting to either Party.

9. GOVERNING LAW. All questions concerning the construction, validity, and interpretation of this Termination Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

10. ATTORNEYS' FEES. In the event of litigation arising out of or in connection with this Termination Agreement, the substantially prevailing party shall be awarded reasonable attorneys' fees, costs, and expenses.

11. SUCCESSORS AND ASSIGNS. This Termination Agreement shall be binding upon and inure to the benefit of the Parties hereto and their heirs, personal representatives, successors, assigns, and legal representatives.

12. SEVERABILITY. In the event that any of the provisions of this Termination Agreement, or the application of any such provisions to either of the Parties with respect to the obligations hereunder, is held to be unlawful or unenforceable by any court, then the remaining portions of this Termination Agreement shall remain in full force and effect and shall not be invalidated or impaired in any manner.

13. FURTHER ASSURANCES. Each Party to this Termination Agreement shall execute all instruments and documents and take all actions as may be reasonably required to effectuate this Termination Agreement.

14. REPRESENTATIONS OF PARTIES. Each person executing this Termination Agreement on behalf of a Party acknowledges that he or she has read this Termination Agreement; fully agrees on behalf of the Party for whom he or she is executing the Termination Agreement to each and every provision hereof; has had full opportunity to consult counsel; and is fully authorized by the Party on whose behalf he or she is executing the Termination Agreement to do so.

15. COUNTERPARTS AND ELECTRONIC SIGNATURES. This Termination Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the Parties hereto. Signature pages may be detached and reattached to physically form one document. The Parties further agree that this Termination Agreement may be executed by electronic copies of signatures, and that any electronic copies of signatures shall be binding upon the Party providing such electronic copy of signature as if it were the Party's original signature.

16. ENTIRE AGREEMENT. The Parties acknowledge and agree that this Termination Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and it supersedes all other prior discussions, agreements and understandings, both written and oral, between the Parties with respect thereto. Any amendment

or modification of this Termination Agreement shall be void unless set forth in writing and signed by all Parties.

*– Signature Page Follows –*

IN WITNESS WHEREOF, the Parties hereto, and each of them, further represent and declare that they have carefully read this Termination Agreement and know the contents thereof, and that they signed the same freely and voluntarily, as of the Effective Date.

**SELLER:**

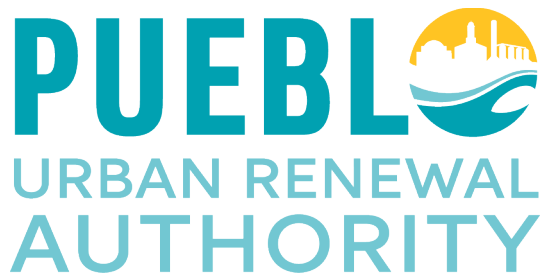
PUEBLO URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado

By: \_\_\_\_\_  
Name: Garrison Ortiz  
Its: Chair

**BUYER:**

POSADA, INC., a Colorado nonprofit corporation

By: \_\_\_\_\_  
Name: Kim Bowman  
Its: Executive Director



**TITLE**

A RESOLUTION OF THE PUEBLO URBAN RENEWAL AUTHORITY APPROVING AN OWNER AGREEMENT FOR THE ADMINISTRATION OF A HISTORY COLORADO STATE HISTORICAL FUND GRANT REGARDING A \$250,000 GRANT AWARD FOR THE MCLAUGHLIN BUILDING ELIGIBLE IMPROVEMENTS

**RECOMMENDATION**

Approve resolution 2026-42 at the July 14, 2026, meeting of the Board of Commissioners.

**BACKGROUND**

On the 11<sup>th</sup> day of November 2025, the Pueblo Urban Renewal Authority (the “Authority”) ratified the partnership to seek a grant from the State Historical Fund for \$250,000 for the McLaughlin Building eligible improvements. On the 13<sup>th</sup> day of January 2026 the board approved an Acknowledgement of Award Conditions and execution of the Grant Agreement as to form.

Also required is a Property Owner Agreement which has been presented and outlines specific responsibilities between the Owner and the Authority.

**FINANCIAL IMPACT**

Staff time for grant management and oversight.

RESOLUTION NO. 2026-43

A RESOLUTION OF THE PUEBLO URBAN RENEWAL AUTHORITY APPROVING AN OWNER AGREEMENT FOR THE ADMINISTRATION OF A HISTORY COLORADO STATE HISTORICAL FUND GRANT REGARDING A \$250,000 GRANT AWARD FOR THE MCLAUGHLIN BUILDING ELIGIBLE IMPROVEMENTS

WHEREAS, the Pueblo Urban Renewal Authority (the “Authority”) has undertaken activities to eliminate and prevent blight and to prevent injury to the public health, safety, morals, and welfare of the residents of the City of Pueblo, Colorado (the “City”); and

WHEREAS, pursuant to C.R.S. Sections 31-25-105 and 31-25-112, the Authority is empowered to enter into Agreements as part of its undertaking of an urban renewal project; and

WHEREAAS, the McLaughlin Building located in the boundaries of the Union Avenue Urban Renewal Area is in critical need of funding for exterior rehabilitation of the building; and

WHEREAS, pursuant to C.R.S. Section 44-30-1201, C.R.S., State Historical Fund grants are made primarily to governmental entities and nonprofit organizations, and private property owners may participate through a governmental entity applicant; and

WHEREAS, the Authority on behalf of the property owner has applied for and was awarded a grant from the State Historical Fund for up to \$250,000 regarding eligible project improvements to the McLaughlin Building; and

WHEREAS, the property is owned by McLaughlin Building, LLC (the “Owner”), and the Authority and the Owner desire to enter into an Owner Agreement establishing their respective rights and responsibilities for administration of the State Historical Fund grant.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PUEBLO URBAN RENEWAL AUTHORITY:

Section 1. The foregoing recitals are incorporated herein by reference.

Section 2. The attached agreement between the Pueblo Urban Renewal Authority and McLaughlin, LCC, substantially in the form attached as Exhibit A, is hereby approved.

Section 3. The Chair, Vice-Chair, Treasurer and Secretary are authorized to execute the agreement on behalf of the Authority, subject to minor modifications consistent with the intent of this Resolution or the Owner Agreement, as the Chair, Vice-Chair, Treasurer, and Secretary in consultation with the Authority’s staff and legal counsel may determine to be necessary and appropriate to protect the interests of the Authority or to effectuate the purposes of this Resolution.

Section 4. The Executive Director is authorized to administer the State Historical Fund grant on behalf of the Authority, including execution of related documents, requests for

reimbursement and other administrative actions consistent with the Grant Agreement and the Owner Agreement.

Section 5. This Resolution shall be effective immediately upon its adoption.

ADOPTED this 14<sup>th</sup> day of July, 2026.

PUEBLO URBAN RENEWAL AUTHORITY

By: \_\_\_\_\_  
Chair

Attest:

By: \_\_\_\_\_  
Secretary

## AGREEMENT

Owner(s):  
McLaughlin Building LLC

Building Owner(s) Address  
232 South Union Avenue  
Pueblo, CO 81003

Property Address/Description:  
330 South Union Avenue  
Pueblo, CO 81003

More particularly described as: Lot 1 BLK 58 SOUTH PUEBLO

Pueblo Urban Renewal Authority (PURA), on behalf of the Owner, has applied for and received a grant from the State of Colorado (Department of Higher Education), History Colorado and the Colorado Historical Society for the purpose of replacement of the roof, rehabilitation of the masonry and creating construction documents for exterior rehabilitation at the McLaughlin Building in Pueblo, Colorado.

### **Grant Recipient: PURA**

PURA, on behalf of McLaughlin Building LLC, has been awarded a maximum grant amount of \$250,000 for the purpose of replacement of the roof, rehabilitation of the masonry and developing construction documents for exterior rehabilitation at the McLaughlin Building in Pueblo, Colorado.

### **Owner Organization Representative**

Name: Raymond Chavez  
232 South Union Avenue  
Pueblo, CO 81003  
Telephone: (719) 406-9828  
Email Address: [jrealestateco@gmail.com](mailto:jrealestateco@gmail.com)

### **SHF Grant Recipient Contact**

Name: Jane Daniels  
Title: Grant Administration/Project Manager  
Grant Recipient Contact's Organization: Jane Daniels LLC  
Mailing Address: 2098 E. Floyd Place  
Englewood, CO 80113  
Telephone: (303) 250-7469  
Email Address: [jvrosecky@gmail.com](mailto:jvrosecky@gmail.com)

### **PURA Representative**

Name: Cherish Deeg  
Title: Executive Director  
115 E. Riverwalk, Suite 410  
Pueblo, CO 81003  
Telephone: (719) 542-2577  
Email Address: [cdeeg@puebloura.org](mailto:cdeeg@puebloura.org)

**Project Description:**

Project Title: Construction Documents

Brief Summary of Project:

This project will develop construction documents for the exterior rehabilitation of the McLaughlin Building, a contributing resource to the Union Avenue Historic Commercial National Register District in downtown Pueblo, CO. The construction documents will include rehabilitation work on the exterior brick and stone, the entryway door and decorative transom window (south elevation), the roof, storefront, and all windows. The proposed scope of work will also include urgently needed repairs, or replacement in kind, of the roof and roof decking, as well as rehabilitation of deteriorated masonry on the northeast corner of the building. On Colorado Preservation, Inc.'s Most Endangered Places List since 2007, the building is ripe for revitalization given recent adjacent building investment, partnership with PURA, and community support for the committed owner, a local Hispanic who is preservation-minded and invested in the health and wellbeing of the downtown, its culture, art, and people.

SHF Project Number: # **26-01-062**

Total Estimated Project Cost: **\$325,404**

Owner Cash Match: **\$75,404**

Grant Award: **\$250,000**

RECITALS

A. Owner is the owner of the Property described above, which is designated as either an individually designated local historic landmark, a significant and contributing structure to a local historic district, or is on the Colorado State Register of Historic Properties (or an application for such designation has been filed on behalf of the Property and the Property will be so designated at or prior to completion of the Project).

B. With Owner's approval and support, PURA has applied for and been awarded a grant (the "Grant") from History Colorado, an agency of the State of Colorado under the Department of Higher Education ("History Colorado"), and the Colorado Historical Society for the purpose of carrying out the project described above (the "Project") on the Property. To evidence the terms of the Grant, PURA will enter into a separate contract (the "Contract") with History Colorado and the Colorado Historical Society substantially in the form attached hereto as Exhibit A.

C. PURA has facilitated the application for and receipt of the Grant, is responsible for administering the terms of the Grant (including the disbursement of Grant Funds to providers of services and materials for the Project), and will generally oversee the carrying out of the Project in collaboration with Jane Daniels the grant recipient contact. Jane Daniels shall receive separately grant administration fees in the amount of \$17,000. Of the total estimated Project cost, the Contract requires PURA to provide matching funds in the amount shown above as "Cash Match." Owner has raised the Cash Match and has committed such funds to the Project. The Owner shall transfer \$75,404 to PURA upon execution of this Agreement.

D. In accordance with PURA agreeing to facilitate the Project, all SHF checks will be deposited in PURA's bank account. When invoices are submitted by contractor(s), the contractor(s) shall invoice both PURA and the Owner ("Project Invoices"). PURA shall then issue a check to the Owner in the same amount as each Project Invoice, who will then in turn write a check for the same amount to the Contractor to pay each such Project Invoice in full. The purpose for this process is to facilitate required accounting so the Owner's principal has the ability to apply for historic tax credits separate from this Project. The historic tax credit process will be handled separately from this Project. The completion of this Project is not subject to the acceptance or successful completion of any historic tax credits the Owner may apply for and Owner is not relying on the completion of this Project to qualify for or obtain any historic tax credits.

E. The Owner shall set up a separate, non-interest bearing bank account solely for the purposes of completing this Project. When the Project is completed, that bank account shall be closed. The Owner shall furnish PURA with all accounting related to transferring of money to contractors, including but not limited to copies of checks and bank account statements, and any other accounting PURA requests that relates directly to this Project.

NOW, THEREFORE, the parties agree as follows:

## ARTICLE ONE DEFINITIONS

Section 1.01 Definitions. For purposes of this Agreement, the following capitalized terms have the meanings given them below:

- (a) "Contract" means the grant contract between PURA and History Colorado and the Colorado Historical Society, included in-full as Exhibit A.
- (b) "PURA" means Pueblo Urban Renewal Authority, a body corporate and politic of the State of Colorado.
- (c) "Owner" means the person(s) or entity(ies) identified as "Owner" above.
- (d) "Project" means the project of rehabilitation and restoration to be carried out under the terms of the "Scope of Work" provided for in the Contract, as briefly described above under "Project Description."
- (e) "SHF" means the State Historical Fund, a part of History Colorado.
- (f) "History Colorado" means History Colorado, an agency of the State of Colorado under the Department of Higher Education.

Section 1.02 Additional Terms. Capitalized terms used in this Agreement without definition shall have the meaning given them in the Contract.

Section 1.03 Recitals. The above Recitals are hereby incorporated into this Agreement as if fully set forth herein and any obligations of Owner or PURA set forth in the above Recitals shall be deemed to have the same force and effect as if such obligations were set forth within this Agreement.

## ARTICLE TWO OBLIGATIONS OF PURA

Section 2.01 Use of Grant Funds. PURA shall use the Grant Funds exclusively in support of the Project, in accordance with the terms and conditions of the Contract. The performance of work under the Project shall be governed by the plans and specifications approved by History Colorado and Colorado Historical Society and forming a part of the Contract.

Section 2.02 Incorporation of Contract by Reference. The terms and conditions of the Contract, as the same may be amended from time to time, are incorporated into this Agreement by reference, as fully and completely as if included in this Agreement. In the event of any conflict between the provisions of the Contract and the provisions of this Agreement, the provisions of the Contract shall be regarded as controlling.

Section 2.03 Performance of the Contract. PURA agrees that it will fully perform the obligations of the “Contractor” (as such term is used in the Contract) under the terms of the Contract and in accordance with the pertinent sections of the Secretary of the Interior’s Standards for Archaeology and Historic Preservation and, as applicable, the Secretary of the Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating of Historic Buildings for Development Projects. Except as otherwise precluded by any actions (or inactions) by Owner, PURA shall commence the Scope of Work within sixty (60) days of the “Contract beginning date” identified in Section 4 of the Contract, unless a longer period is approved in writing by the SHF Administrator, and shall use its reasonable efforts to complete the Scope of Work no later than thirty (30) days prior to the “Contract ending date” identified in Section 4 of the Contract.

Section 2.04 Payments by PURA. PURA will receive all Grant Funds and will disburse such Grant Funds to Owner based on Project Invoices for service and material providers upon receipt of appropriate invoices showing work properly completed in accordance with the terms of the Contract. Before disbursing any Grant Funds to any Contractor (as defined below), Owner shall require each Contractor to deliver signed mechanic’s lien waivers, in form and substance acceptable to PURA, waiving any and all rights to file any mechanics liens against the Property, for any work performed or material supplied by the party to be paid (and any subcontractors to such party) up to the date of such waiver, and acknowledging that any amounts due to such party up to such date have been paid in full. Owner shall indemnify, defend and hold harmless PURA for any payment made without prior receipt of a mechanic’s lien waivers in accordance with this Section 2.04.

Section 2.05 Books and Records. PURA will keep proper books and records reflecting the expenditure of all Grant Funds and in accordance with the requirements of the Contract.

Section 2.06 Reimbursement of to Owner. Not applicable

### ARTICLE THREE OBLIGATIONS OF OWNER

Section 3.01 Landmark Designation. Owner represents to PURA that the Property is either individually locally designated as a local historic landmark, a significant and contributing structure to a local historic district, or is on the Colorado State Register of Historic Properties (or an application for such designation has been filed on behalf of the Property and the Property will be so designated at or prior to completion of the Project).

Section 3.02 Payment of Project Invoices. Owner shall cause any contractor working on the Project (each a “Contractor” and collectively, the “Contractors”) to issue all Project Invoices to both Owner and PURA. To the extent any Project Invoice is issued by a Contractor only to Owner, the Owner shall promptly deliver such Project Invoice to PURA. PURA shall pay to Owner, from funds provided by SHF through the Grant (the “Grant Funds”), an amount equal to each Project Invoice within ten (10) business days of PURA’s receipt of each Project Invoice. Owner hereby covenants and agrees that all funds paid to Owner by PURA from the Grant Funds based on a Project Invoice shall be paid promptly (but in all events prior to or on any due date set forth in such Project Invoice) directly to the Contractor that issued such Project Invoice. Owner shall provide PURA with proof of payment of each Project Invoice promptly after each such payment is made together with the executed mechanics’ lien waiver required under Section 2.04 above. Owner shall indemnify and hold PURA harmless from and against any claims, damages, causes of action, or liabilities resulting from or arising out of Owner’s failure to pay in full any Project Invoice for which PURA has delivered the full amount of such Project Invoice to Owner from the Grant Funds. In no event shall PURA be obligated to disburse or pay for any amount exceeding the Grant Funds actually received by PURA. Owner shall be solely responsible for all payments and Project Invoices that exceed the amount of Grant Funds actually received by PURA.

Section 3.03 Owner Cooperation. Throughout the Project, Owner will cooperate with PURA in all

reasonable respects, including without limitation, (a) providing PURA and its contractors and subcontractors full and free access to the Property at all reasonable hours as needed for purposes of carrying out the Project and (b) cooperating in all reasonable respects with PURA and its contractors and subcontractors in the successful and timely completion of the Project. Owner will not do anything or suffer anything to be done that would result, immediately or with the passage of time, in a default by PURA under the Contract.

Section 3.04 Ineligible Owner Expenses. Owner expressly acknowledges that except as otherwise agreed in writing by History Colorado and the Colorado Historical Society, PURA and Owner, expenses incurred by Owner prior to the date of the Contract are not eligible for reimbursement out of the Grant Funds.

Section 3.05 Changes. Should History Colorado or Historical Society of Colorado, in its sole and absolute discretion, require changes in the Scope of Work, Owner agrees that PURA will be permitted to perform the Scope of Work as modified by such changes.

Section 3.06 Conflict of Interest. Owner expressly agree to comply with the Conflict of Interest provision in Section 21 of the Contract.

Section 3.07 Associate in Good Standing. To help support similar grant acquisition and management activities on behalf of other similarly situated historical properties, Owner is encouraged to remain an associate in good standing with the Colorado Historical Society for the duration of the Project. **The amount of contribution as an associate is up to the discretion of Owner, but a contribution of at least \$100.00 per year is suggested.**

Section 3.08 Special Meetings. PURA reserves the right to require special meetings which may be held on short notice and at which attendance by a representative of Owner will be mandatory.

Section 3.09 Emergency Contact. Owner will provide PURA with contact information for an authorized representative of Owner whom PURA will contact in the event of an emergency with respect to the Property.

Section 3.10 Indemnification. Owner will hold PURA, History Colorado and Colorado Historical Society and their officers, employees, agents, directors, and trustees harmless and indemnify them against any and all claims, damages, liability, causes of action, and court awards, including all costs, expenses, and attorney fees, arising out of any breach by Owner of this Agreement or any act or omission by Owner or anyone performing activities in connection with the Project, except for damages or liabilities caused by or arising out of the willful misconduct or gross negligence of PURA.

Section 3.11 Insurance. At all times during the Project, Owner will maintain a builder's risk policy of insurance providing (1) coverage for any property damage to the Property in connection with the Project for the insurable value of the Property and (2) not less than \$300,000 of liability coverage for bodily injury or death or damage to the property of others that may result from the activities of Owner, PURA, and any contractor or subcontractors in connection with activities on the Property during the Project. PURA will be named as an additional insured on such policy for the duration of the Project.

#### ARTICLE FOUR COST OVERRUNS

Section 4.01 Notice by PURA. In the event it shall appear at any time during the performance of the Contract that the cost of the Project will exceed the amount of Grant Funds and available (including contingency amounts), PURA will give prompt written notice thereof to Owner, including PURA's estimate of the likely

amount of such overrun.

Section 4.02 Election by Owner. Within ten (10) days of its receipt of such notice, Owner shall respond to PURA either (a) agreeing to accept such estimated overrun or (b) demanding that PURA modify the scope of the Project with History Colorado or take such other steps as may be required to limit the expenditure of funds to the amount of the original Grant Funds.

Section 4.03 Election to Proceed; Payment of Additional. If Owner shall elect to proceed under Section 4.02(a) above, Owner shall pay additional to PURA in the amount of such estimated overrun within ten (10) days after Owner's response to PURA.

Section 4.04 Election Not to Proceed. If Owner shall elect under Section 4.02(b) above not to proceed, PURA will take all necessary and appropriate steps under the Contract (including, if appropriate, termination of the Contract) in order to limit the scope of the Contract and the expenditure of funds to the original Grant Funds. PURA shall not expend any amounts in excess of the original Grant Funds.

## ARTICLE FIVE RELATIONSHIP OF THE PARTIES

Section 5.01 No Joint Venture or Partnership. Neither Owner nor PURA is an employee, agent, or partner of, or joint venturer with, the other. Execution and performance of this Agreement by Owner and PURA shall not create a joint venture, partnership, or agency arrangement between them. Neither Owner nor PURA shall have the authority, express or implied, to act on behalf of the other or legally bind the other in any manner (except that PURA shall be entitled to take all steps reasonably necessary to carry out the Project on the Property in accordance with the terms and conditions of the Contract).

## ARTICLE SIX TERMINATION

Section 6.01 Termination of Agreement by PURA for Cause. If Owner fails to fulfill any of its obligations under this Agreement, PURA, in addition to all remedies available to it at law or in equity or as provided in this Agreement, shall have the right to terminate this Agreement upon ten (10) days' prior written notice of such default to Owner; provided, that if such default is reasonably susceptible to cure and is in fact cured by Owner within such ten (10) day period, then such notice of termination shall be ineffective.

Section 6.02 Termination of Agreement by Owner for Cause. If PURA fails to fulfill any of its obligations under this Agreement, Owner, in addition to all remedies available to it at law or in equity or as provided in this Agreement, shall have the right to terminate this Agreement upon ten (10) days' prior written notice of such default to PURA; provided, that if such default is reasonably susceptible to cure and is in fact cured by PURA within such ten (10) day period, then such notice of termination shall be ineffective.

Section 6.03 Termination for Convenience of History Colorado. In the event that History Colorado exercises its right of Termination for Convenience of State under the Contract, either PURA or Owner may terminate this Agreement by giving written notice of termination to the other party specifying the effective date of such termination, which notice shall be provided at least ten (10) days before the effective date of such termination. In the event of any such termination, all finished or unfinished documents and other materials paid for shall become the property of Owner. In the event of a termination pursuant to this Section 6.03, any not previously spent or committed which are non-refundable once this Agreement is executed) shall be promptly returned to Owner.

Section 6.04 Effect of Termination. Termination of this Agreement notwithstanding, the non-terminating party shall not be relieved of liability to the other for any damages sustained by the terminating party arising from

the failure of the non-terminating party to fulfill its obligations under this Agreement.

Section 7.01 Public Acknowledgment of Funding Source. When issuing press releases, official statements or documents that describe the Project and in all publications funded under this Agreement and the Contract, Owner will include a credit line that reads: "This project [is/was] partially funded by a State Historical Fund grant award from History Colorado and the Colorado Historical Society with the assistance of Pueblo Urban Renewal Authority." For the duration of the Project and up to one (1) month after completion of the Project, Owner will permit History Colorado and PURA to place on prominent display at the Property temporary signs (to be provided by History Colorado and PURA) reflecting their support and involvement in the Project.

Section 7.02 Notices. All notices required to be given by the parties hereunder shall be given at the addresses set forth below. Either party may from time to time give written notice of substitute addresses or persons to whom such notices shall be sent.

To Owner: at the address set forth in the heading of this Agreement  
To PURA: Pueblo Urban Renewal Authority  
115 E. Riverwalk, Suite 410  
Pueblo, CO 81003  
Attn: Cherish Deeg, Executive Director

Section 7.03 Severability. In the event any term, covenant or condition of this Agreement or the application thereof to any person or circumstances will to any extent be deemed invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and every other term, covenant or condition of this Agreement will be valid and enforceable to the fullest extent permitted by law.

Section 7.04 Successors and Assigns. Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party.

Section 7.05 Funds Availability. All obligations of PURA under this Agreement which are dependent upon funding by the State of Colorado SHF payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available to PURA. This Agreement may be terminated by PURA by written notice to Owner in the event such funds are not made available to PURA as intended.

Section 7.06 Applicable Law. This Agreement shall be governed by Colorado law.

Section 7.07 Merger. This Agreement, including all exhibits hereto, together with the Contract, contain the entire agreement of the parties hereto and supersede all other prior to contemporaneous agreements of the parties. No representations, inducements, promises or agreements, oral or otherwise, between PURA and Owner not embodied herein will be of any force or effect. Any amendment, change or addition to this Agreement will be effective only if reduced to writing and signed by each party.

## ARTICLE VII MISCELLANEOUS

Section 7.08 Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument. This Agreement shall become effective when the parties hereto have signed a copy hereof (whether or not the same or different copies)

and shall have delivered the same to PURA.

Section 7.09 No Third-Party Beneficiaries. This Agreement will not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

Section 7.10 Additional Provisions. Any additional provisions agreed between the parties to address this particular situation are set forth on Exhibit B, which is fully incorporated into this Agreement by this reference.

Section 7.11 Disclaimer and Assumption of Liabilities. OWNER ACKNOWLEDGES THAT PURA HAS NOT PROVIDED ANY PROFESSIONAL OR EXPERT SERVICES, INCLUDING BUT NOT LIMITED TO TAX, ACCOUNTING, CONSTRUCTION, OR LEGAL ADVICE AND, AS SUCH, OWNER IS SOLELY RESPONSIBLE FOR AND HAS HAD SUFFICIENT TIME AND OPPORTUNITY FOR CONSULTING WITH TAX, ACCOUNTING, LEGAL, AND CONSTRUCTION PROFESSIONALS IN RELATION TO THIS AGREEMENT, THE GRANT, THE PROJECT, FUTURE OR EXISTING HISTORIC PRESERVATION TAX CREDITS, OR ANY OTHER TYPE OF TAX CREDITS OR GRANTS. OWNER ACKNOWLEDGES THAT PURA HAS NOT PROVIDED ANY ADVISORY OR CONSULTANCY TYPE SERVICES NOR ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING REPRESENTATIONS OR WARRANTIES IN RELATION TO THE SUCCESS OF THE PROJECT, THE GRANT, OR ANY POTENTIAL HISTORIC TAX CREDITS. OWNER ACKNOWLEDGES THAT PURA CANNOT AND DOES NOT GUARANTEE ANY SUCCESS FOR THE OWNER REGARDING THE PROJECT, GRANT, FUTURE OR EXISTING HISTORIC PRESERVATION TAX CREDITS, OR ANY OTHER TYPE OF TAX CREDITS OR GRANTS. OWNER EXPRESSLY AND KNOWINGLY WAIVES ANY AND ALL CLAIMS AND CAUSES OF ACTION, KNOWN OR UNKNOWN, AGAINST PURA RELATED TO THE FAILURE OF THE PROJECT, GRANT, OR QUALIFICATION FOR ANY HISTORIC TAX CREDITS OR ANY OTHER TAX CREDITS OR GRANTS, NOW OR IN THE FUTURE, AND HEREBY ASSUMES ALL LIABILITIES RELATED TO THE SAME.

[Signature page follows]

IN WITNESS WHEREOF, Owner and PURA have executed this Agreement as of the latest date written below.

GRANT RECIPIENT:

PUEBLO URBAN RENEWAL AUTHORITY

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Secretary

OWNER:

MCLAUGHLIN BUILDING, LLC

By: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**FORM OF GRANT CONTRACT**

**[Please reference the SHF Grant Contract]**

**EXHIBIT B**  
**ADDITIONAL PROVISIONS**

**None**

# State of Colorado Intergovernmental Grant Agreement Cover Page

**State Agency**

Department of Higher Education, History  
Colorado, the Colorado Historical Society

**Agreement Number**

2026-01-062

**Grantee**

Pueblo Urban Renewal Authority

**Agreement Issuance Date**

5/26/2026

**Property Owner**

McLaughlin Building LLC

**Agreement Expiration Date**

05/26/2028

**Maximum Grant Amount**

\$250,000.00

**Encumbrance**

CTGG1 2026\*3468

**Maximum Grant Percentage**

76.83%

**Agreement Authority**

Authority exists under the State Constitution article XVIII, §9(5) (b) (III) and CRS §44-30-1201 for the annual distribution of monies from the State Historical Fund (SHF)

**Cash Match Amount**

\$75,404.00

**Cash Match Percentage**

23.17%

**Grant Purpose**

The purpose of this project is replacement of the roof, rehabilitation of masonry and the creating of construction documents for exterior rehabilitation at the McLaughlin Building in Pueblo, Colorado.

**Exhibits and Order of Precedence**

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Scope of Work
2. Exhibit B, Budget
3. Exhibit C, Submittals & Deliverables
4. Exhibit D, SHF Provisions
- ~~5. Exhibit E, Property Protection~~
6. Exhibit F, Sample Option Letter
7. Attachment 1, SHF Payment Request & Financial Report form

In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions in §18 of the main body of this Contract
2. The provisions of the other sections of the main body of this Agreement.
3. Exhibit A, Scope of Work
4. Exhibit B, Budget
5. Exhibit C, Submittals & Deliverables
6. Exhibit D, SHF Provisions
- ~~7. Exhibit E, Property Protection~~

**Principal Representatives**

For the State:

Dawn DiPrince  
President/CEO  
History Colorado  
1200 Broadway  
Denver, Colorado 80203

For Grantee:

Jane Daniels  
Grant Manager/Project  
Manager  
2098 East Floyd Place  
Englewood, Colorado  
80113

For Property Owner:

McLaughlin Building LLC  
232 South Union Avenue  
Pueblo, Colorado 81003


### Signature Page

#### The Signatories Listed Below Authorize this Grant

**State Historical Fund**  
Marcie Moore Gantz, Director

**State of Colorado**  
Jared S. Polis, Governor  
History Colorado  
Dawn DiPrince, President/CEO or Designee

Signed by:  
  
D37B9F24932E4E7...  
By: Marcie Moore Gantz, Director


DocuSigned by:  
  
CFFF3E033D45489...  
By: Dawn DiPrince, President/CEO or Designee

Date: 5/22/2026

Date: 5/22/2026

In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate.

**State Controller**  
Robert Jaros, CPA, MBA, JD  
History Colorado

Signed by:  
  
71BB503D45874F6...  
By: Chris Creighton, Chief Finance Officer  
History Colorado, Controller Delegate

Date: 5/26/2026

## 1. Grant

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Agreement (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Agreement (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Agreement for the use and benefit of the Property Owner shown on the first page of the Grant Agreement (the "Property Owner"). By accepting the Grant Funds provided under Grant Agreement, Grantee and Property Owner agrees to comply with the terms and conditions of this Grant Agreement and requirements and provisions of all Exhibits to this Grant Agreement.

## 2. Term

### A. Initial Grant Term

The Parties' respective performances under this Grant Agreement shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Agreement.

### B. Extension Term

Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Agreement beyond the Initial Term for a period, up to a maximum of three successive periods, of 12 months or less at the same rates and under the same terms specified in this Agreement (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter attached to this Agreement by providing Grantee with an updated Grant Agreement showing the new Grant Expiration Date.

### C. Early Termination in the Public Interest

The State is entering into this Grant Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Agreement ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Agreement are not appropriated, or otherwise become unavailable to fund this Grant Agreement, the State, in its discretion, may terminate this Grant Agreement in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Agreement that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Agreement that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Agreement by the State for breach by Grantee.

## 3. Definitions

The following terms shall be construed and interpreted as follows:

- A. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its

property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

- C. **“Budget”** means the budget for the Work described in Exhibit B.
- D. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- E. **“Cash Match”** means the funds provided Grantee as a match required to receive the Grant Funds.
- F. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- G. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Agreement.
- H. **“Grant Issuance Date”** means the Grant Issuance Date shown on the first page of this Grant Agreement.
- I. **“Grant Expiration Date”** means the Grant Expiration Date shown on the first page of this Grant Agreement.
- J. **“Exhibits”** exhibits and attachments included with this Grant as shown on the first page of this Grant
- K. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an Option Letter
- L. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- M. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- N. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- O. **“Party”** means the State, Property Owner, or Grantee, and **“Parties”** means the State, Property Owner and Grantee.
- P. **“Property Owner”** means the nonprofit/private/federal government party and owner in fee simple of the Property
- Q. **“Services”** means the services to be performed by Grantee as set forth in this Grant Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- R. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right

to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

- S. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- T. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- U. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- V. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- W. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Agreement.
- X. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

**4. Scope of Work**

Grantee shall complete the Work as described in this Grant Agreement and in accordance with the provisions of Exhibits A, B, C, and D. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Agreement.

**5. Property**

The real property McLaughlin Building LLC located at 330 South Union Avenue, Pueblo, Colorado 81003 in Pueblo County located within an historic district, which district has been listed in the National Register of Historic Places the Union Avenue Historic Business District, more particularly described as

LOT 1 BLK 58 SOUTH PUEBLO

**6. Payments to Grantee**

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Agreement. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

**B. Cash Match**

- i. Grantee shall provide the Cash Match Amount shown on the first page of this Grant Agreement and described in Exhibit B (the “Cash Match Amount”). Grantee’s obligation to pay all or part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purpose of this Agreement by the authorized representatives of Grantee and paid into Grantee’s treasury or bank account. Grantee shall appropriate and allocate all Cash Match Amounts to the purpose of this Grant Agreement each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee’s laws or policies.
- ii. In the event that Cash Match, as provided in Cover Page & Exhibit B, become unavailable, the State may, in its sole discretion, reduce its total funding commitment to the Agreement in proportion to the reduction in matching funds. If the total funding set forth in the Project Budget is not expended on completion of the Statement of Work, the State will reduce its pro rata share of the unexpended budget.

**C. Payments**

**i. Payment Requests and Financial Reporting**

- a. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in Exhibit C.
- b. Grantee shall initiate payment requests using Attachment 1 submitted to the State in a form and manner approved by the State.
- c. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Grant.

**ii. Payment Disputes**

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee’s receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review.

**D. Close-Out**

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Agreement and Grantee’s final reimbursement request or invoice. The State will withhold 10% of grant award amount until all final documentation has been submitted and accepted by the State as substantially complete.

**7. Reporting - Notification**

**A. Performance and Final Status**

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§6.E**, containing an evaluation and review of Grantee’s performance and the final status of Grantee’s obligations hereunder.

**B. Violations Reporting**

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

## 8. Grantee Records

### A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

### B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Agreement using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Grant. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

### C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party.

## 9. Confidential Information-State Records

### A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Agreement. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

### B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

## 10. Conflict of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

## 11. Insurance

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

## 12. Breach of Agreement

In the event of a breach of agreement, the aggrieved party shall give written notice of breach of agreement to the other party. If the notified party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the party may exercise any of the remedies as described in §13 for that party. Notwithstanding any provision of this agreement to the contrary, the state, in its discretion, need not provide notice or a cure period and may immediately terminate this agreement in whole or in part or institute any other remedy in this agreement in order to protect the public interest of the state; or if grantee is debarred or suspended under §24-109-105, C.R.S., the state, in its discretion, need not provide notice or cure period and may terminate this agreement in whole or in part or institute any other remedy in this agreement as of the date that the debarment or suspension takes effect.

### 13. Remedies

In addition to any remedies available under any exhibit to this Grant Agreement, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

#### A. State's Remedies

In addition to any remedies available under any exhibit to this grant agreement, if grantee is in breach under any provision of this agreement and fails to cure such breach, the state, following the notice and cure period set forth in §12, shall have all of the remedies listed in this section in addition to all other remedies set forth in this agreement or at law. The state may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

##### i. Termination for Breach

In the event of grantee's uncured breach, the state may terminate this entire agreement or any part of this agreement. Additionally, if grantee fails to comply with any terms of the federal award, then the state may, in its discretion or at the direction of a federal awarding agency, terminate this entire agreement or any part of this agreement. Grantee shall continue performance of this agreement to the extent not terminated, if any.

The State may also terminate this grant agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

##### a. Obligation and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination.

Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §2.B.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of grantee's employees, agents, or subcontractors from the work whom the state deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the state to be contrary to the public interest or the state's best interest.

e. Intellectual Property

If any work infringes, or if the state in its sole discretion determines that any work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, grantee shall, as approved by the state (i) secure that right to use such work for the state and grantee; (ii) replace the work with non-infringing work or modify

the work so that it becomes non-infringing; or, (iii) remove any infringing work and refund the amount paid for such work to the state.

**B. Grantee's Remedies**

If the State is in breach of any provision of this Agreement and does not cure such breach, grantee, following the notice and cure period in §12 and the dispute resolution process in §14 shall have all remedies available at law and equity.

**14. Dispute Resolution**

Except as herein specifically provided otherwise or as, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

**15. Notices and Representatives**

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Agreement shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §15.

**16. Rights in Work Product and Other Information**

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

**17. General Provisions**

**A. Assignment**

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Agreement.

**B. Captions and References**

The captions and headings in this Grant Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

**C. Entire Understanding**

This Grant Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Agreement.

**D. Modification**

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Agreement, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Grant Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Agreement shall not affect the validity or enforceability of any other provision of this Grant Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Agreement Terms

Any provision of this Grant Agreement that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

- i. Grantee shall indemnify, save, hold harmless, and assume liability on behalf of the State, its officers, employees, agents and assignees (collectively the "Indemnified Parties") for any and all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and other amounts incurred by any of the Indemnified Parties in relation to Grantee's noncompliance with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology pursuant to Section §24-85-103, C.R.S. State employees are considered third parties for the purposes of this section .
- ii. Grantee shall comply with the Accessibility Standards for Individuals with a Disability, as adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S.
- iii. The State may require Grantee's compliance with the Accessibility Standards for Individuals with a Disability adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Grantee to review the selection of the third party.

Grantee shall be responsible for all costs associated with the third-party vendor's assessment. If Grantee is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Grantee shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

**18. Colorado Special Provisions (Colorado Fiscal Rule 3-3)**

A. Statutory Approval. §24-30-202(1) C.R.S.

This agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability. §24-30-202(5.5) C.R.S.

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any Agreement, liability, or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**

E. Compliance with Law.

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Choice of Law, Jurisdiction, and Venue.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be

null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms.

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. Software Piracy Prohibition.

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee Financial Interest/Conflict of Interest. §§24-18-201 and 24-50-507 C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

**Pueblo Urban Renewal Authority  
Construction Documents and Exterior Rehabilitation  
Project #2026-01-062**

**Exhibit A**

**Exhibit A: Scope of Work**

**I. Purpose**

The purpose of this project is replacement of the roof, rehabilitation of masonry and the creating of construction documents for exterior rehabilitation at the McLaughlin Building in Pueblo, Colorado.

**II. Scope of Work is as follows:**

A. Preservation Activities

1. Roof Rehabilitation

- a. Remove existing roof materials
- b. Remove existing siding at elevator tower and keep for reuse
- c. Install roof insulation, TPO roof and roof hatch
- d. Rehabilitate wood framing and sheathing where required
- e. Replace roof system drainage components as needed
- f. Repair elevator shaft enclosure
- g. Install sheathing and membrane paper, re-attach the siding
- h. Install new access door

2. Masonry Rehabilitation

- a. Repoint damaged masonry
- b. Rehabilitate deteriorated concrete
- c. Replace missing bricks
- d. Repoint masonry to match where required

B. Architect & Engineering Services

1. Prepare SHF Required Deliverables
2. Complete Field Documentation
3. Prepare construction documents to include:
  - a. Rehabilitation of roof and elevator shaft roof
  - b. Rehabilitation of storefront
  - c. Rehabilitation of windows
  - d. Rehabilitation of doors
  - e. Rehabilitation of masonry
4. Provide construction administration services for physical work
5. Prepare mortar analysis

**Pueblo Urban Renewal Authority  
Construction Documents and Exterior Rehabilitation  
Project #2026-01-062**

**Exhibit B**

**Exhibit B: Budget**

<b>Task</b>	<b>Amount</b>
A. Preservation Activities	\$156,507
B. Architecture & Engineering Fees	\$17,900
C. Overhead and Profit	\$41,885
D. General Conditions	\$44,509
E. Bonding	\$3,554
F. Permits	\$2,605
<b>Direct Costs Subtotal</b>	<b>\$266,960</b>
G. Grant Administration*	\$17,000
<b>Project Subtotal</b>	<b>\$283,960</b>
<i>Contingency †</i>	<i>\$41,444</i>
<b>Project Total</b>	<b>\$325,404</b>
<b>Grant Award (76.83%)</b>	<b>\$250,000</b>
<b>Cash Match (23.17%)</b>	<b>\$75,404</b>

\* Grant Administration cannot exceed 15% of *Direct Costs Subtotal* amount

Grant payments are based off the **Project Subtotal**. Total payments will equal Grant Award percentage of **Project Subtotal** up to a maximum of the Grant Award Amount should contingency be requested and approved.

† Contingency - Must receive written approval from SHF Staff prior to use.

**Pueblo Urban Renewal Authority  
Construction Documents and Exterior Rehabilitation  
Project #2026-01-062**

**Exhibit C**

**Exhibit C: Submittals and Deliverables**

**List of Submittals**

<u>Project Reports</u>	<u>Due Date</u>	<u>Society Response</u>
a. Payment Request Form (Attachment 1). Deliverables #1 - 5 below must be approved before Advance Payment is made.	N/A	Advance Payment of Grant Award \$87,263.
b. Progress Report # 1	July 1, 2026	Review *
c. Progress Report # 2	October 1, 2026	Review *
d. Progress Report # 3	January 1, 2027	Review *
e. Interim Financial Report (Attachment 1). Deliverables #6 -11 below must be approved before Interim Payment is made.	January 15, 2027 **	Review & Approve. Interim Payment of Grant Award \$109,080.†
f. Progress Report # 4	April 1, 2027	Review *
g. Progress Report # 5	July 1, 2027	Review *
h. Progress Report # 6	October 1, 2027	Review *
i. Progress Report # 7	January 1, 2028	Review *
j. Final Financial Report (Attachment 1). All deliverables must be approved before payment is made.	January 15, 2028 ***	Review & Approve. Final Payment of Grant Award \$21,816.†

\* At the discretion of the SHF technical staff, progress reports may not receive a response.

\*\* Interim Financial Report due date is a guideline. Please submit Interim Financial Report when 40% or more of Advance is expended and you are ready for the next payment.

\*\*\* Final Payment is a reimbursement ONLY after all contractors are paid in full.

† Payment may increase due to approval of contingency funds.

All deliverables and submittals must be received at least 30 days prior to the Grant End Date.

**Pueblo Urban Renewal Authority  
Construction Documents and Exterior Rehabilitation  
Project #2026-01-062**

**Exhibit C**

**Deliverables**

Deliverables #1 - 11 must be received and approved prior to physical work beginning. All deliverables must be submitted digitally to your assigned Resource Specialist unless a Hard Copy (HC) is specified, then a digital *and* hard copy must be submitted.

For digital deliverable submissions, please use the following file naming convention:

Project #, Property Name, Del #, Deliverable Name

(e.g.: 24-00-100 Colorado Passenger Depot Del 5 CDs)

**Project Deliverables**

**SHF Response**

- |                                                                      |                               |
|----------------------------------------------------------------------|-------------------------------|
| 1. Initial Consultation with SHF Resource Specialist                 | Review Comment and/or Approve |
| 2. Before/existing condition photos-Scope of Work (HC)               | Review Comment and/or Approve |
| 3. Historical photos/documentation of areas to be treated            | Review Comment and/or Approve |
| 4. Copy of MOU/LOA between Grant Recipient & Owner                   | Review Comment and/or Approve |
| 5. Contract Certification for: Grant Administrator                   | Review Comment and/or Approve |
| 6. Contract Certification for: Architect                             | Review Comment and/or Approve |
| 7. Consultant Resume for: Architect                                  | Review Comment and/or Approve |
| 8. Construction Documents/Plans for Roof, Masonry (HC)               | Review Comment and/or Approve |
| 9. Contract Certification for: Contractor                            | Review Comment and/or Approve |
| 10. Materials Testing Analysis & Results                             | Review Comment and/or Approve |
| 11. Preconstruction meeting with SHF Resource Specialist             | Review Comment and/or Approve |
| 12. Mock up of: mortar, concrete                                     | Review Comment and/or Approve |
| 13. Copies of Change Orders                                          | Review Comment and/or Approve |
| 14. Construction Documents/Plans Specifications for future work (HC) | Review Comment and/or Approve |
| 15. Interim meeting with SHF Resource Specialist                     | Review Comment and/or Approve |
| 16. After photos of Scope of Work (HC)                               | Review Comment and/or Approve |
| 17. Documentation of professional/public outreach                    | Review Comment and/or Approve |

**Pueblo Urban Renewal Authority  
Construction Documents and Exterior Rehabilitation  
Project #2026-01-062**

**Exhibit D**

**Exhibit D: State Historical Fund Provisions**

**1. Standards of Work**

The Property Owner and Grantee agree that they will perform the activities listed in Exhibit A and produce the deliverables listed in Exhibit C in accordance with the pertinent sections of the applicable Secretary of the Interior's Standards for Archaeology and Historic Preservation. The Property Owner and Grantee shall perform any and all survey activities and submittals in accordance with the Colorado Cultural Resource Survey Manual, Revised 2007 and How to Complete Colorado Cultural Resource Inventory Forms, Volumes I and II for any and all survey activities and projects (copies of which are available through History Colorado).

- a. The Property Owner and Grantee further agree that any construction, alteration, movement, relocation or remodeling or any other activity that takes place outside the scope of work but within the designated historic boundary and during this grant period, may also be reviewed by your State Historical Fund Resource Specialist for adherence to the Secretary of the Interior's Standards for Archaeology and Historic Preservation.

**2. Dissemination of Archaeological Site Locations**

The Grantee and Property Owner agree to provide History Colorado with copies of any archaeological surveys developed during the course of, or under a project financed either wholly or in part by History Colorado. The Grantee and Property Owner agree to otherwise restrict access to such archaeological surveys, as well as access to any other information concerning the nature and location of archaeological resources, in strict accordance with the provisions of History Colorado-Office of Archaeology and Historic Preservation, Policy on Dissemination of Information, adopted October 1991, a copy of which is available from History Colorado.

**3. Public Acknowledgement of Funding Source**

In all publications and similar materials funded under this Agreement, a credit line shall be included that reads: "This project is/was paid for in part by a History Colorado State Historical Fund grant." In addition, History Colorado reserves the right to require that the following sentence be included in any publication or similar material funded through this program: "The contents and opinions contained herein do not necessarily reflect the views or policies of History Colorado".

**4. Matching Funds**

In the event that matching funds, as provided in Cover Page & Exhibit B, become unavailable, the State may, in its sole discretion, reduce its total funding commitment to the Project in proportion to the reduction in matching funds. If the total funding set forth in the Project Budget is not expended on completion of the Project, the State may reduce its pro-rata share of the unexpended budget.

**Pueblo Urban Renewal Authority  
Construction Documents and Exterior Rehabilitation  
Project #2026-01-062**

**Exhibit D**

**5. Accounting**

At all times from the effective date of this Contract until completion of the Project, the Grant Recipient and Property Owner shall maintain properly segregated books of State funds, matching funds, and other funds associated with this Project. All receipts and expenditures associated with said Project shall be documented in a detailed and specific manner, and shall accord with the Budget set forth in Exhibit B. Interest earned on funds advanced by the State shall be applied to eligible project expenditures, and will be deducted from the final payment.

**6. Qualifying Expenditures**

Expenditures incurred by the Grantee or Property Owner prior to execution of this Agreement are not eligible expenditures for State reimbursement.

**7. Budget Revisions**

In the event budget line(s) need to be increased/decreased by 25% or more for any budget line item, grantee shall provide a written request, in advance, with a detailed explanation and information for the revision(s) in a form and manner approved by the state.

**8. Recapture**

The following recapture provision shall apply for grant award amounts over \$20,000 and only to a private/for-profit property owner: in the event that the property is sold or ownership transferred within a five-year period after completion of the grant, the following recapture provision shall apply: if the property is sold or ownership transferred within the first year after completion, one-hundred percent (100%) of the funds awarded shall be returned to the state, with a twenty percent (20%) reduction per year thereafter.

**9. Acquisitions**

For acquisition projects, upon receipt by the State of documentation for the execution of a recorded deed of real property between Property Owner and Grantee, the State, Grantee, and Property Owner agree the Property Owner will cease to be a party to the Agreement.

**10. Property Insurance**

For projects with physical work, Property insurance covering the building, including the premises, its equipment, and owner's interest in improvements and betterments on an "all risk" basis, including where appropriate the perils of fire, flood, and earthquake. Coverage shall be written with a replacement cost valuation and include an agreed value provision. Coverage shall also include restoration back to the original state. The deductible amount shall not exceed \$25,000. The deductible amount shall not exceed \$25,000. Deductible amount is not applicable to self-insured, government-owned properties.

v. 7.2025

**Pueblo Urban Renewal Authority  
Construction Documents and Exterior Rehabilitation  
Project #2026-01-062**

**Exhibit F**

**Exhibit F: Sample Option Letter**

**State Agency**

Department of Higher Education, History  
Colorado, The Colorado Historical Society

**Grantee**

Pueblo Urban Renewal Authority

**Property Owner**

McLaughlin Building LLC

**Agreement Maximum Amount**

\$250,000.00

**Maximum Grant Funds Percentage**

76.83%

**Cash Match Amount**

\$75,404.00

**Cash Match Percentage**

23.17%

**Original Agreement Number**

2026-01-062

**Option Agreement Number**

2026-01-062\_A1

**Original Agreement Issuance Date**

**Current Agreement Expiration Date**

**Option:**

A. Option to extend for an Extension Term

**Required Provisions:**

In accordance with Section(s) 2.C. of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning on the Option Effective Date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended. The Agreement Submittals and Deliverables of Exhibit C is hereby modified as shown in Revised Exhibit C attached.

**Option Effective Date:**

The effective date of this Option Letter is upon approval of the State Controller or delegate.

**State Historical Fund**

Marcie Moore Gantz, Director Or Designee

By: Marcie Moore Gantz, Director

Date: \_\_\_\_\_

**State of Colorado**

Jared S. Polis, Governor

History Colorado

Dawn DiPrince, President/CEO

By: Dawn DiPrince, President/CEO

Date: \_\_\_\_\_

In accordance with §24-30-202, C.R.S., this option is not valid until signed and dated below by the state controller or an authorized delegate.

**State controller**

Robert Jaros, CPA, MBA, JD

By: Chris Creighton, Chief Finance Officer  
History Colorado, Controller Delegate

Option Effective Date: \_\_\_\_\_



**PAYMENT REQUEST AND FINANCIAL REPORT FORM (ATTACHMENT 1)**

**For advance, contingency, and easement fee payments: Only complete steps 1, 2, and 5.**

- Include a copy of the Easement Fee invoice when requesting an Easement Payment.

**For all other payments, ALL steps and page 2 must be completed.**

- Copies of invoices are not required, but may be requested by SHF staff.

**Guidelines for Payment:**

- Refer to Exhibit C of your grant contract for grant payment amounts and deliverables due before submitting a payment request.
- At least 40% of your previous grant payment must be spent or invoiced prior to receiving the Interim Payment(s).
- Approved contingency funds will be added to your final payment if not requested previously.
- **Final payment is a reimbursement only.** All invoices must be paid in full.

**Step 1) General Information:**

Project Number \_\_\_\_\_ Grant Recipient Organization \_\_\_\_\_

**Step 2) Payment(s) Requested (Choose all that apply):**

- Advance     Interim     2<sup>nd</sup> Interim     Final     Contingency     Easement

**Step 3) Financial Report:**

- In the table below, report all payments you have made, including payments of cash match, to contractors for work on the project since your last payment request.
- You must indicate which budget task(s) from Exhibit B the payment is for. If a single payment is for more than one budget task, break the invoice out onto multiple lines to report the amount paid for each task.
- Incomplete or incorrect reports will be returned

Award Amount \_\_\_\_\_

Grant Award % \_\_\_\_\_

Cash Match Amount \_\_\_\_\_

Cash Match % \_\_\_\_\_

PAYEE NAME whom you paid	BUDGETED TASK as listed in Exhibit B of Contract	DATE PAID	CHECK #	AMOUNT PAID
I hereby certify that all expenses reported above have been PAID and that all of the information is correct and that any false or misrepresented information may require immediate repayment of any or all funds.		1 <sup>st</sup> Interim Financial Report Total		
		2 <sup>nd</sup> Interim Financial Report Total		
		Final Financial Report Total		
		<b>Project Total</b>		

**Step 4) Additional Information:**

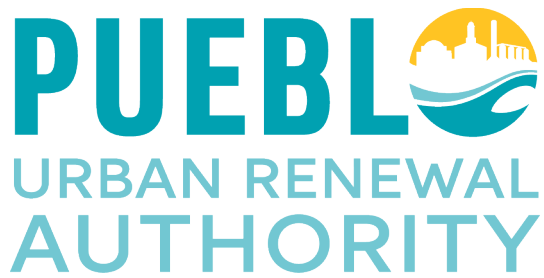
Project Completion estimate: \_\_\_% Complete    Interest Earned: \$ \_\_\_\_\_

**Step 5) Signature:**

\_\_\_\_\_  
Grant Recipient Organization Signature

\_\_\_\_\_  
Date

FOR SHF USE ONLY	
Review	_____
QC	_____
Approved	_____



## TITLE

A RESOLUTION OF THE PUEBLO URBAN RENEWAL AUTHORITY (THE "AUTHORITY"), A BODY CORPORATE AND POLITIC OF THE STATE OF COLORADO, ADOPTING THE LAUNCH GRANT PROGRAM

## RECOMMENDATION

Approve Resolution 2026-43 at the July 14, 2026, regular meeting of the Board of Commissioners.

## BACKGROUND

On April 10, 2026, at the Authority board retreat the commissioners discussed policy updates where the staff was directed to transition toward a more strategic use of Tax Increment Financing (TIF) resources, **emphasizing visible, place-based investments that directly improve the built environment.**

In recent years, the Authority has received a significant number of requests for:

- Event sponsorships
- Operational support
- General community programming

While valuable, these requests often **do not directly advance statutory urban renewal goals**, particularly those related to eliminating blight and catalyzing private investment.

The LAUNCH Program addresses this gap by:

- Refocusing investments on **capital improvements**
- Supporting **small, achievable projects with immediate impact**
- Aligning funding decisions with **adopted Urban Renewal Area (URA) plans**

The LAUNCH Grant Program is a competitive, annual capital grant program designed to activate properties and strengthen commercial and community spaces within URAs. Representing a strategic shift in the Authorities investment approach, moving from discretionary sponsorships to targeted, capital-based redevelopment tools. This Grant Program will replace the current Marketing and Community Involvement Policy.

## FINANCIAL IMPACT

None.

RESOLUTION NO. 2026-41

A RESOLUTION OF THE PUEBLO URBAN RENEWAL AUTHORITY (THE “AUTHORITY”), A BODY CORPORATE AND POLITIC OF THE STATE OF COLORADO, ADOPTING THE LAUNCH GRANT PROGRAM

WHEREAS, the Pueblo Urban Renewal Authority (the “Authority”) has undertaken activities to eliminate and prevent blight and to prevent injury to the public health, safety, morals, and welfare of the residents of the City of Pueblo, Colorado (the “City”); and

WHEREAS, the Authority is authorized pursuant to C.R.S. § 31-25-105(1)(a) to make and adopt bylaws, orders, rules and regulations in furtherance of its powers and authority under Part 1 of Article 25 of Title 31, Colorado Revised Statutes (the “Urban Renewal Law”); and

WHEREAS, the Authority seeks to implement tools that accelerate reinvestment, enhance the built environment, and support private and nonprofit partners consistent with adopted urban renewal plans; and

WHEREAS, the Authority has developed the Local Action Unlocking New Community Horizons (LAUNCH) Grant Program, a targeted capital grant initiative designed to fund visible, ready to go projects within Urban Renewal Areas (“URA”) that support revitalization objectives; and

WHEREAS, the LAUNCH program prioritizes small-scale, high-impact capital improvements including façade upgrades, accessibility improvements, lighting, signage, public art, and similar improvements that contribute to economic vitality and placemaking;

WHEREAS, the Authority desires to establish clear program guidelines, eligibility criteria, and a transparent application and award process to ensure accountability and alignment with adopted URA plans; and

WHEREAS, the Commissioners have reviewed the recommended LAUNCH Grant Program attached hereto as Exhibit A and determined that approval is and will be in the best interests of the Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PUEBLO URBAN RENEWAL AUTHORITY:

- Section 1. The foregoing Recitals are incorporated herein by this reference.
- Section 2. The Authority hereby adopts the LAUNCH Grant Program attached hereto as Exhibit A.
- Section 3. The Authority Marketing and Community Involvement Policy which is

replaced by the LAUNCH Grant Program shall be dissolved effective upon approval of the LAUNCH Grant Program.

Section 4. This Resolution and the LAUNCH Grant Program shall be effective upon approval of the Authority.

ADOPTED this 14th day of July 2026.

PUEBLO URBAN RENEWAL AUTHORITY

By: \_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
Secretary



## LAUNCH Grant Program Guidelines

LAUNCH- Local Action Unlocking New Community Horizons

### Program Purpose

The Local Action Unlocking New Community Horizons (LAUNCH) Grant is a highly targeted capital grant program designed to activate property, businesses, and community spaces within designated Urban Renewal Areas (URA's). The program funds visible, ready-to-go projects that accelerate reinvestment and support the success of current and future urban renewal strategies.

### Budget & Application

- Awards will not exceed \$25,000.
- Applications are due by September 30<sup>th</sup> each year and will be considered for inclusion in the next year's budget allocation- recommended by Staff and approved by the Board of Commissioners (Board).
- Final awards will be announced in January each year.
- Fund Disbursement is Reimbursement-based with Milestone draw schedule- Certified receipts are required prior to all funding.

### Required Conditions

- Projects must be located entirely within an existing URA, annual capacity restrictions also apply.
- Site control (ownership or lease).
- All required zoning approvals in place or pending.
- Financial ability to complete the project.
- Project must begin within 90 days of Award.
- Projects must be substantially completed within 12 months.

### Who Can Apply

- Small businesses operating in URAs.
- Nonprofit or cultural organizations in URAs.
- Property owners working with a local operator or tenant.
- Developers with small-scale, projects aligned with URA goals.

---

## LAUNCH Funding Eligibility

### Eligible Uses:

- Code compliance and life-safety upgrades.
- Façades, storefronts, windows, doors.
- ADA access improvements.
- Lighting.
- Signage and wayfinding.
- Outdoor seating or plazas.
- Murals or integrated public art.
- Streetscape frontage improvements.
- Architectural and engineering costs/Permit and inspection fees.  
*(Capped at 10% of grant. For Audit Purpose, show as split cost- may be excluded from award)*

### Ineligible Uses

- Operations, payroll, rent.
- Debt service.
- Inventory.
- Maintenance or repairs.
- Events or marketing campaigns.
- Acquisition.
- Scholarships.

---

## Application & Review

### Application Requirements

- Project narrative (what physical improvements and why are they needed).
- Grant request, total project budget & GAP analysis.
- Timeline (start to completion).
- Site control documentation.
- Photos or renderings of existing conditions.

### Evaluation Criteria

1. Alignment with URA plan goals.
2. Project readiness.
3. Visibility and catalytic potential.
4. Financial feasibility.
5. Ability to complete within timeframe.

---


*Adopted for use by the Pueblo Urban Renewal Authority Board of Commissioners on ??/??/????*



## LAUNCH Grant Program Application

LAUNCH- Local Action Unlocking New Community Horizons


### Application Cards



## LAUNCH Grant Application


Please fill out the following information and upload all required documentation.

**START →**



Organization Name\*

**NEXT →**

 Ask Copilot



### Organization Address\*

Street Address

Street Address Line 2

City  State / Province

Postal / Zip Code

← PREVIOUS

NEXT →



2 of 21



Ask Copilot



### Contact Name\*

John  Smith  Executive Director

First Name Last Name Title

← PREVIOUS

NEXT →



3 of 21



Ask Copilot



### Phone Number\*

312  3125252

Area Code Phone Number

← PREVIOUS

NEXT →



4 of 21



Ask Copilot



Email\*

example@example.com

← PREVIOUS      NEXT →



5 of 21



Organization Type\*

<input type="radio"/> Small Business	<input type="radio"/> Nonprofit Organization
<input type="radio"/> Arts/ Cultural Organization	<input checked="" type="radio"/> other

← PREVIOUS      NEXT →



6 of 21



Are you in good standing with the State of Colorado?\*

<input checked="" type="radio"/> Yes	<input type="radio"/> No
<input type="radio"/> Not Applicable- Not a Business	

← PREVIOUS      NEXT →



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### Provide proof of good standing with the State of Colorado\*

Drag and drop files here  
Max. file size: 10 MB

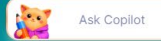
[BROWSE FILES](#)

← PREVIOUS

NEXT →



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### Your project is located in what Urban Renewal Area?\*

Project must be within an Urban Renewal Area to be eligible.

Downtown Expanded

← PREVIOUS

NEXT →



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### Site Ownership Status\*

Owner

Leaseholder

Written Permission from owner

other

← PREVIOUS

NEXT →



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### LAUNCH Grant Fund Eligibility\*

Funds must be used for physical improvements only by completing this application you attest that the project meets these criteria. If found to be inaccurate you may be ineligible for current and/or future funding considerations.

- Code/ Life-safety upgrades
- Facade or storefront improvement
- ADA accessibility improvement
- Public-facing lighting or signage
- Streetscape or frontage improvement
- Public art installment
- textbox\_sample16

← PREVIOUS

NEXT →



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Ask Copilot



### Brief Project Description\*

Describe the project, the existing conditions, and what physical changes will be the result of this investment.

Rich text editor toolbar: Bold, Italic, Underline, Link, Unlink, Bulleted List, Numbered List, Quote, Undo, Redo, Emoticon

← PREVIOUS

NEXT →



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Ask Copilot



### Community Benefit\*

Describe how this project benefits the surrounding neighborhood, businesses, or community within the URA.

Rich text editor toolbar: Bold, Italic, Underline, Link, Unlink, Bulleted List, Numbered List, Quote, Undo, Redo, Emoticon

← PREVIOUS

NEXT →



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Ask Copilot



### Conditions and Renderings

Please provide photographs of the existing conditions and any project renderings.


 Drag and drop files here  
Max. file size: 10 GiB

[BROWSE FILES](#)

← PREVIOUS

NEXT →



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Ask Copilot



### Project Budget\*

Provide a summary of project costs below.

Construction/ Renovation	<input type="text"/>
Equipment/ FF&E	<input type="text"/>
Design & Permits	<input type="text"/>
Other	<input type="text"/>
Total Project Cost	<input type="text"/>

← PREVIOUS

NEXT →



15 of 20



Ask Copilot



### Project Funding Sources\*

Provide a summary of project funding sources.

Applicant Cash Contribution	<input type="text"/>
Loan	<input type="text"/>
Grants	<input type="text"/>
Other	<input type="text"/>
Total Funding	<input type="text"/>

← PREVIOUS

NEXT →



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Ask Copilot



### Project Gap\*

Total Project Funding- Total Project Cost= Project Gap

← PREVIOUS

NEXT →



17 of 20



Ask Copilot



### LAUNCH Grant amount requested\*

Must not exceed \$25,000

← PREVIOUS

NEXT →



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Ask Copilot



### Project Readiness\*

When can construction or implementation begin?

Immediately

Within 30 Days

Within 60 Days

Within 90 Days

textbox\_sample19

← PREVIOUS

NEXT →



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### Certification Signature

By signing this form, you certify that all information provided is true and accurate, funds will be used only for eligible capital costs and will comply with all applicable laws and PURA requirements.

Powered by Jotform Sign

← PREVIOUS

SUBMIT



20 of 20



Adopted for use by the Pueblo Urban Renewal Authority Board of Commissioners on ?/?/????