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

MONDAY, AUGUST 10, 2026
5:30 PM

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

A. CALL TO ORDER President Mark Aliff

B. INVOCATION Pastor Ken Wood, The Avenue Church

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

F. PUBLIC FORUM

G. COUNCIL MEMBER AND MAYOR COMMENTARY

H. REVIEW OF AGENDA

I. APPROVAL OF AGENDA

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

J. READING AND APPROVAL OF MINUTES

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

J1 City Council Minutes July 27, 2026

K. CONSENT AGENDA

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

L. COMMUNICATIONS

M. RESOLUTIONS

M1 A Resolution ratifying an emergency construction contract in the amount of $210,648.29 with Parker Excavating, Inc., for Emergency Sanitary Sewer Point Repair at 109 Vernon Pl, Project No. 24-033 (WWAN03) and approving the Purchasing Agent's execution of the same

M2 A Resolution setting forth $70,000 for contingencies for Project 25-020, PUB Taxilane Rehab and New Hangar

M3 A Resolution authorizing the issuance of a Revocable Permit (REV-26-17) to Grassroots Gravel, Ltd., for the use of Alan Hamel Avenue between N. Union Avenue and Main Street on Friday, October 9, 2026, through Saturday, October 10, 2026; Main Street southbound lanes from City Center Drive to Alan Hamel Avenue on Saturday, October 10, 20256, and the City parking lot at Alan Hamel Avenue and Main Street from Thursday, October 8, 2026, to Saturday, October 10, 2026, to host the 2026 Grassroots Gravel Bicycle Event and Expo

M4 A Resolution authorizing the issuance of a Revocable Permit (REV-26-18) to Colorado State University - Pueblo for the use of Troy Avenue between Alamosa Drive and Rawlings Boulevard; Rawlings Boulevard from Troy Avenue to Bartley Boulevard; Bartley Boulevard from Rawlings Boulevard to Desert Flower Boulevard; Desert Flower Boulevard from Bartley Boulevard to Walking Stick Boulevard; Walking Stick Boulevard from Bartley Boulevard to Fowler Drive for the purpose of hosting their annual 5K Walk, Run or Roll event

M5 A Resolution authorizing the issuance of a Revocable Permit (REV-26-19) to Pueblo Community College for the use of the public right-of-way along Orman Avenue between Arthur Street and Marilyn Place to host its annual Welcome Back to Campus Celebration on Monday, August 17, 2026

M6 A Resolution authorizing the issuance of a Revocable Permit (REV-26-21) to the HARP Authority, a Colorado nonprofit corporation, for the use of Alan Hamel Avenue from South Main Street to South Santa Fe Avenue and Main Street between "D" Street and City Center Drive to facilitate their annual Riverfest Event

M7 A Resolution authorizing the issuance of a Revocable Permit (REV-26-22) to Pueblo Community College for the use of the public right-of-way along Orman Avenue between Arthur Street and Marilyn Place to host a Hispanic Heritage Month celebration event Saturday, September 12, 2026

M8 A Resolution confirming the reappointment by the Mayor of Tiffany Garcia, Tura Cowan, and Laura Leyba to serve a four-year term expiring August 30, 2030, on the ADA Advisory Committee

M9 A Resolution ratifying the joint Pueblo-Boone appointment of a member to serve on a Board of Appeal of the Southern Colorado Building Commission (SCBC)

M10 A Resolution establishing a schedule of fees for the impoundment and storage of abandoned shopping carts pursuant to Sec. 7-3-67 of the Pueblo Municipal Code

M11 A Resolution setting the date, time and place for the hearing on any objections to an abatement assessment as September 11th, 2026 at 9:00 a.m. in City Council Chambers and directing the Mayor to appoint a hearings officer

N. ORDINANCES – FIRST PRESENTATION

N1 An Ordinance approving and accepting a grant funding agreement and all applicable conditions pertaining thereto from the Colorado Auto Theft Prevention Authority ("CATPA") relating to the Beat Auto Theft Through Law Enforcement ("BATTLE") Team, establishing project number PS2605, budgeting and appropriating funds to project number PS2605, and authorizing the Mayor to execute same

N2 An Ordinance authorizing the disposition by donation of certain surplus personal property of Pueblo, a Municipal Corporation, to the City of Chihuahua, State of Chihuahua of the

United Mexican States

N3 An Ordinance approving an Economic Development Agreement between the City of Pueblo, a Colorado Municipal Corporation and Pueblo STEAM Works dba Southern Colorado Science Center dba Leonardo Da Vinci Museum of North America, a Colorado nonprofit corporation and authorizing the Mayor to execute the same; establishing Project No. ED2602 - Leonardo Da Vinci Museum; and budgeting and appropriating $885,000 from the unencumbered fund balance of the 1992-2031 Sales and Use Tax Capital Improvement Projects Fund To Project No. ED2602 - Leonardo Da Vinci Museum

N4 An Ordinance submitting to the eligible electors of the City of Pueblo, Colorado at the coordinated election to be held on November 3, 2026, a question relating to the imposition of an additional one-quarter percent (0.25%) sales and use tax rate for Parks and Recreation and the adoption of Ordinance No. 11240 to implement the tax

N5 An Ordinance submitting to the eligible electors of the City of Pueblo, Colorado, at the coordinated election to be held on November 3, 2026, a question relating to the imposition of an additional one-quarter percent (0.25%) sales and use tax rate for roads and related infrastructure, committing to completing certain high-priority projects within five years after implementation of the tax, repealing Ordinance No. 9217 – the Pueblo Street Repair Utility Enterprise, and adopting Ordinance No. 11241 to implement the tax

N6 An Ordinance submitting to the eligible electors of the City of Pueblo, Colorado, at the coordinated election to be held on November 3, 2026, a question relating to the imposition of an additional one-quarter percent (0.25%) sales and use tax rate for non-profit entities and key contractual entities, with priority given to contractual obligations owed to key contractual entities, and the adoption of Ordinance No. 11242 to implement the tax

N7 An Ordinance submitting to the eligible electors of the City of Pueblo, Colorado, at the coordinated election to be held on November 3, 2026, a question relating to the imposition of an additional one-quarter percent (0.25%) sales and use tax rate for the Department of Fire and Technology Related to Public Safety purposes and the adoption of Ordinance No. 11243 to implement the tax

O. APPROVAL OF CONSENT AGENDA

I move to approve all Resolutions Set Forth in the Consent Agenda; Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for August 24, 2026, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 A Resolution authorizing payment from the council contingencies account in the 2026 general fund budget to Grassroots Gravel LTD in the amount of $500 to sponsor Grassroots Gravel on October 9-10, 2026, at Alan Hamel Ave. & Main St. from 2:00–10:00 PM

Q2 A Resolution authorizing payment from the council contingencies account in the 2026 general fund budget to The Roselawn 1891 Company in the amount of $1,700 to sponsor Wreaths Across America on December 19, 2026, from 12:00–4:00PM, at Roselawn Cemetery

Q3 A Resolution authorizing payment from the council contingencies account in the 2026 general fund budget to Genealogical Society of Hispanic America (DBA Fray Angelico Chavez Chapter) (acting as fiscal agent for Southern Colorado Latina/o/x Writers) in the amount of $1,000 to sponsor the Adelante Writers Conference at Rawlings Library from 8:00 AM to 4:00 PM, on October 10, 2026

Q4 A Resolution authorizing payment from the council contingencies account in the 2026 general fund budget to Metro Volunteers (DBA Spark the Change Colorado) in the amount of $1000 to sponsor the 4th Annual Suicide Memory Walk from 9:00 AM to 12:00 PM, on September 5, 2026, at Minnequa Lake Park

Q5 A Resolution establishing Project Account SR2601 - Asphalt Imp - Court Street, transferring funds in the amount of $741,591.12 from SR2101 Street Rehab 6 Streets to SR2601, Asphalt Imp - Court Street, transferring funds in the amount of $70,915.17 from SR2201 Prairie Ave to SR2601 Asphalt Imp - Court Street, awarding a construction contract in the amount of $717,000 to Caraveo Construction, Inc., for Project No. 26-046, Asphalt Improvements - Court Street (City Center Drive to West 24th Street), setting forth $90,000 for contingencies, and authorizing the Purchasing Agent to execute same

Q6 A Resolution of the City of Pueblo to change the requirements of the Community Services Advisory Commission (CSAC) to have a maximum grant amount of $75,000 annually

R. ORDINANCES – FINAL PRESENTATION

R1 An Ordinance approving and authorizing the Mayor to execute an Intergovernmental Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the County of Pueblo, a Political Subdivision of the State of Colorado, relating to the 2026 Special Municipal Election - *Introduced July 27, 2026 by Councilor Ted Hernandez*

R2 An Ordinance establishing 2027 Pueblo Rural Transportation Planning (TP) Project, TP2601, and budgeting and appropriating funds in the amount of $16,000 for said Project - *Introduced July 27, 2026 by Councilor Ted Hernandez*

R3 An Ordinance approving and accepting a grant award letter and applicable conditions pertaining thereto with the Colorado Division of Criminal Justice, in the amount of $275,384, from January 1st, 2026, through December 31st, 2026, and budgeting and appropriating funds into project number PS2509, and ratifying the Mayor's execution of same - *Introduced July 27, 2026 by Councilor Ted Hernandez*

R4 An Ordinance approving, accepting, budgeting, and appropriating a Clean Transit Enterprise grant number 26-HTR-ZL-00201 administered by the Colorado Department of Transportation, award, and applicable conditions pertaining thereto, between the City of Pueblo, a Colorado Municipal Corporation, and the Colorado Department of Transportation establishing project number BC2602, budgeting and appropriating $1,099,282 dollars, and authorizing the Mayor to execute same - *Introduced July 27, 2026 by Councilor Ted Hernandez*

R5 An Ordinance approving, accepting, budgeting, and appropriating a United States Department of Transportation grant number CO-2026-005-00 in the amount of $2,848,959 dollars administered by the Federal Transit Administration, award, and applicable conditions pertaining thereto, between the City of Pueblo, a Colorado Municipal Corporation, and the Federal Transit Administration, and authorizing the Mayor to execute same - *Introduced July 27, 2026 by Councilor Ted Hernandez*

R6 An Ordinance approving the Memorandum of Understanding between the Pueblo County Sheriff's Office and the Pueblo Police Department regarding the alternate and default routing of E911 calls for each public safety answering point, and authorizing the Mayor to execute the same - *Introduced July 27, 2026 by Councilor Ted Hernandez*

R7 An Ordinance approving and accepting a grant agreement from the El Pomar Foundation, establishing Project No. CI2618, and budgeting and appropriating funds in the amount of $5,000 to Project No. CI2618 for youth recreation programs at the El Centro Del Quinto Sol Community Center - *Introduced July 27, 2026 by Councilor Ted Hernandez*

R8 An Ordinance submitting to the registered electors of the City of Pueblo, Colorado at the Coordinated Municipal Election to be held on November 3, 2026, the citizen-initiated question of adopting an ordinance amending Title XIV of the Pueblo Municipal Code to impose an additional one-sixth of one percent (0.167%) sales tax from January 1, 2027 through December 31, 2031 for the operations and capital improvement of the Pueblo Zoo - *Introduced July 27, 2026 by Councilor Ted Hernandez*

R9 An Ordinance approving a lease between Pueblo, a Colorado Municipal Corporation, and L.B. Foster Company for a parcel of land in the Memorial Airport Industrial Park and authorizing the Mayor to execute same - *Introduced July 27, 2026 by Councilor Ted Hernandez*

R10 An Ordinance amending Chapter 2 of Title III of the Pueblo Municipal Code relating to fire bans, smoking, fireworks and open burning adding Sections 7 through 16 - *Introduced July 27, 2026 by Councilor Ted Hernandez*

S. EXECUTIVE SESSION

S1 **AN EXECUTIVE SESSION FOR THE PURPOSE OF DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND/OR INSTRUCTING NEGOTIATORS, UNDER C.R.S. SECTION 24-6-402(4)(e)(I), AND FOR THE PURPOSE OF RECEIVING LEGAL ADVICE ON SPECIFIC LEGAL QUESTIONS UNDER C.R.S. §24-6-402(4)(b) AND THE FOLLOWING ADDITIONAL DETAILS ARE PROVIDED FOR IDENTIFICATION PURPOSES: 2026 Black Hills Colorado Electric, LLC Rate Case (Proceeding No. 26AL-0232E)**

T. ADJOURN

REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, JULY 27, 2026 - 5:30 PM

MINUTES

A. CALL TO ORDER

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

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

Council Members Present via Zoom: None.

Council Members Absent: None.

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

E. SPECIAL RECOGNITIONS

E1 PROCLAMATION PRESENTATION: "DAUGHTERS OF THE AMERICAN REVOLUTION DAY — JULY 27, 2026" — ANN WRIGHT, REGENT OF THE ARKANSAS VALLEY CHAPTER OF THE DAUGHTERS OF THE AMERICAN REVOLUTION

F. PUBLIC FORUM

- Frank Arteaga appeared in person and spoke about weapons that were turned in to him.
- David Evervetts appeared in person and spoke about Sharia Law.
- Angela Sharpe appeared in person and spoke about Flock Cameras.
- Terry Blaine appeared in person and spoke about illegal mini-bikes.
- Ian King appeared in person and spoke about Flock Cameras.
- Elvis Martinez appeared in person and spoke about ballot issues.

G. COUNCIL MEMBER AND MAYOR COMMENTARY

Council members expressed comments regarding community-related issues and

events/functions they attended.

H. REVIEW AND APPROVAL OF AGENDA

The agenda was reviewed page by page.

Councilor Boston, seconded by Councilor Ruiz-Gomez, moved to amend the agenda, moving R8 to the end of the meeting, and approving the amended agenda as distributed.

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

I. READING AND APPROVAL OF MINUTES

I1 CITY COUNCIL MINUTES 071326

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

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

J. PUBLIC HEARINGS

J1 PUBLIC HEARING FOR THE PURPOSE OF RECEIVING PUBLIC TESTIMONY AS IT PERTAINS TO APPROVING THE SERVICE PLAN FOR JACKSON RANCH METROPOLITAN DISTRICT NOS. 1-7

REQUIRED COUNCIL ACTION: OPEN THE HEARING, RECEIVE PUBLIC TESTIMONY, AND CLOSE THE HEARING.

PUBLIC HEARING:

- Erin Stuttz appeared in person and spoke in favor of this project.

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

J2 A RESOLUTION APPROVING THE SERVICE PLAN FOR JACKSON RANCH METROPOLITAN DISTRICT NOS. 1-7

A staff report and detailed review of the Resolution was given by

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

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

This Resolution was assigned as **16377**.

K. CONSENT AGENDA

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

L. COMMUNICATIONS

L1 MINUTES OF PLANNING & ZONING COMMISSION MEETING FOR 6/10/2026

M. RESOLUTIONS

M1 A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $114,765.30 TO RUSS GRADING & EXCAVATING LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-012 (SWAN03) — FOR EMERGENCY STORM SEWER POINT REPAIR ON GARFIELD STREET AND W. ABRIENDO AVENUE AND APPROVING A CHANGE ORDER IN THE AMOUNT OF $81,860.02 FOR ADDITIONAL WORK AND MATERIALS, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

This Resolution was assigned as **16378**.

M2 A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $108,252.60 TO RUSS GRADING AND EXCAVATING LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-012 (SWAN03) — FOR EMERGENCY STORM SEWER POINT REPAIR ON E. 5TH STREET AND JOPLIN AVENUE AND APPROVING A CHANGE ORDER IN THE AMOUNT OF $160,638.02 FOR ADDITIONAL WORK AND MATERIALS, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

This Resolution was assigned as **16379**.

M3 A RESOLUTION APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF $74,072.83 TO COLORADO FRONT RANGE ROOFING., FOR PROJECT NO. 25-112 (WWAN04) FY2026 REPLACEMENT OF VARIOUS ROOFS, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as **16380**.

M4 A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $42,759.00 TO RUSS GRADING AND EXCAVATING LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-012 (SWAN03) — FOR EMERGENCY STORM SEWER POINT REPAIR ON E. 13TH STREET AND READING AVENUE AND APPROVING A CHANGE ORDER IN THE AMOUNT OF $33,502.57 FOR ADDITIONAL WORK AND MATERIALS, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

This Resolution was assigned as **16381**.

M5 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $28,248.52 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 2203 E 13TH ST, PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT’S EXECUTION OF THE SAME

This Resolution was assigned as **16382**.

M6 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-26-20) TO AMERICAN LEGION POST #2 FOR THE CLOSURE OF THE

700 BLOCK OF WEST 9TH STREET BETWEEN CRAIG STREET AND WEST STREET TO HOST THEIR CAR AND BIKE SHOW ON AUGUST 8, 2026, FROM 6:00 A.M. TO 3:00 P.M.

This Resolution was assigned as **16383**.

M7 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF SHAWN DAVIS, GARY GOMEZ, AND DAVID FRYBERGER TO SERVE TERMS ON THE PUEBLO ZOOLOGICAL SOCIETY BOARD OF DIRECTORS

This Resolution was assigned as **16384**.

M8 A RESOLUTION OF THE CITY OF PUEBLO IN SUPPORT OF AN APPLICATION TO HOUSING AND URBAN DEVELOPMENT TO SUBMIT A PATHWAYS TO REMOVING OBSTACLES TO HOUSING (PRO) GRANT APPLICATION OF UP TO $10,000,000 TO SUPPORT INFRASTRUCTURE EXPANSION AND BLIGHT REMOVAL EFFORTS.

This Resolution was assigned as **16385**.

N. ORDINANCES – FIRST PRESENTATION

O. APPROVAL OF CONSENT AGENDA

Councilor Hernandez, seconded by Councilor Gomez, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for August 10, 2026, and Order the Ordinances to be published BY TITLE.

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

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 A RESOLUTION APPROVING AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE AN AGREEMENT IN AN AMOUNT NOT TO EXCEED $999,459 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., A CALIFORNIA CORPORATION, FOR THE DESIGN OF A THIRD PRIMARY CLARIFIER AND AN AERATED GRIT REMOVAL SYSTEM

A staff report and detailed review of the Resolution was given by Andra Ahrens, Director of Wastewater.

PUBLIC HEARING:

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

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

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

This Resolution was assigned as **16386**.

Q2 A RESOLUTION AUTHORIZING THE TRANSFER OF $900,000 TO PROJECT ED0801, RMS/IQOR LEASE: POPE BLOCK PREVIOUSLY ESTABLISHED IN THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENTS PROJECT FUND

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

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

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

This Resolution was assigned as **16387**.

Q3 A RESOLUTION SUPPORTING AND CONSENTING TO NOMINATION OF THE PLAZA VERDE PARK TO THE NATIONAL REGISTER OF HISTORIC PLACES

A staff report and detailed review of the Resolution was given by Beritt Odem, Director of Planning, Damion Pachota, National Registry, Winter Roybal, Grant Engagement Specialist, and Lala Zanatorian.

- Carmen Arteaga appeared in person and spoke in favor of this Resolution.
- Steve (Unknown) appeared in person and spoke in favor of this Resolution.

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

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

This Resolution was assigned as **16388**.

R. ORDINANCES – FINAL PRESENTATION

R1 AN ORDINANCE CALLING A SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026, DIRECTING THAT THE SPECIAL MUNICIPAL ELECTION BE CONDUCTED AS PART OF A COORDINATED ELECTION, ADOPTING FOR USE AT THE SPECIAL MUNICIPAL ELECTION THE REQUIREMENTS AND PROCEDURES OF THE UNIFORM ELECTION CODE OF 1992 EXCEPT TO THE EXTENT THE UNIFORM ELECTION CODE OF 1992 CONFLICTS WITH A SPECIFIC PROVISION OF THE CHARTER OF THE CITY OF PUEBLO, AND SUSPENDING FOR SUCH PURPOSES THE PUEBLO ELECTION CODE AND ALL ORDINANCES AND RESOLUTIONS OF THE CITY IN CONFLICT THEREWITH

A staff report and detailed review of the Ordinance was given by Clyde Bishop, City Clerk.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **11230.**

R2 AN ORDINANCE BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $490,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND TO ACCOUNT 10114001-51060 IN THE AMOUNT OF $30,000, AND TO ACCOUNT 10180200-58197 IN THE AMOUNT OF $460,000

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

PUBLIC HEARING:

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

Councilor Boston, seconded by Councilor Ruiz-Gomez, moved to amend the Ordinance to budget and appropriate the funds in the amount of $465,500 from the unappropriated fund balance of the general fund to account 10114001-51060 in the amount of $30,000, and to account 10180200-58197 in the amount of $435,500, approve the amended Ordinance on final presentation.

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

This Ordinance was assigned as **11232.**

R3 AN ORDINANCE AUTHORIZING THE DIRECTOR OF FINANCE TO FORGIVE INTEREST ACCRUED TO A 2005 AFFORDABLE HOUSING DEVELOPMENT LOAN AGREEMENT UPON REPAYMENT IN FULL OF THE PRINCIPAL BALANCE, RELATED TO THE VILLAS OF PUEBLO II AFFORDABLE HOUSING PROJECT, AND TO DIRECT THE REPAID FUNDS TO THE CITY'S HOME PROGRAM AS PROGRAM INCOME

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

PUBLIC HEARING:

Angela Sharpe appeared in person and spoke against this Ordinance.

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Latino, Councilor Hernandez, Councilor Danti. **Nays:** Councilor Gomez, Councilor Ruiz-Gomez. Motion Passed 5-2.

This Ordinance was assigned as **11233.**

R4 AN ORDINANCE APPROVING AND ACCEPTING A GRANT FROM THE COLORADO DEPARTMENT OF LOCAL AFFAIRS IN THE AMOUNT OF $200,000.00 TO PROVIDE HOMEOWNER REHABLITATION; AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, ESTABLISHING PROJECT HS2602, AND BUDGETING AND APPROPRIATING $200,000.00 TO PROJECT NO. HS2602

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **11234.**

R5 AN ORDINANCE APPROVING A LEASE EXTENSION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND LOCKHEED MARTIN CORPORATION, A MARYLAND CORPORATION, EXTENDING THE TERM OF THE LEASE OF PREMISES AT THE PUEBLO MEMORIAL AIRPORT, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **11235.**

R6 AN ORDINANCE APPROVING THE COMPENSATION OF FAIRFIELD & WOODS, P.C. RELATED TO REPRESENTATION OF THE CITY IN PUBLIC UTILITIES COMMISSION PROCEEDING NO. 24A-0442E PURSUANT TO THE ENGAGEMENT AGREEMENT, APPROVING THE CORRESPONDING CONFLICT OF INTEREST WAIVER, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **11236.**

R7 AN ORDINANCE AMENDING CHAPTER 2 OF TITLE III OF THE PUEBLO MUNICIPAL CODE RELATING TO FIRE BANS, SMOKING, FIREWORKS AND OPEN BURNING ADDING SECTIONS 7 THROUGH 16

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

Councilor Ruiz-Gomez, seconded by Councilor Latino, moved to postpone this item to August 10, 2026.

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

R8 AN ORDINANCE APPROVING AND ACCEPTING THE UPDATED CRISIS INTERVENTION TEAM (CIT) MASTER SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO AND HEALTH SOLUTIONS

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **11239.**

R9 AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE STATE OF COLORADO DEPARTMENT OF LAW PEACE OFFICER STANDARDS AND TRAINING (POST), ESTABLISHING PROJECT NUMBER PS2606, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2606, AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **11237.**

R10 AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION, PROJECT: SHO M086-106 (27194) PRAIRIE AND ST CLAIR IMPROVEMENTS, ACCEPTING A GRANT IN THE AMOUNT OF $621,000, ESTABLISHING PROJECT ACCOUNT CI2616, CDOT GRANT PRAIRIE & ST CLAIR, TRANSFERRING $69,000 FROM PROJECT ACCOUNT HUAN01, STREET RESURFACING PROJECT TO PROJECT ACCOUNT CI2616, CDOT GRANT PRAIRIE & ST CLAIR PROJECT, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $690,000, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Latino, Councilor Hernandez, Councilor Danti. **Nays:** Councilor Gomez, Councilor Ruiz-Gomez. Motion Passed 5-2.

This Ordinance was assigned as **11238.**

S. COMMUNICATIONS

S1 A CITIZEN FILED AN ETHICS COMPLAINT AGAINST MAYOR HEATHER GRAHAM

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

Councilor Hernandez, seconded by Councilor Ruiz-Gomez, moved to accept this Ethics Complaint.

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

Councilor Boston, seconded by Councilor Danti, moved to dismiss the Ethics Complaint.

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

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

T. ADJOURN

President Aliff adjourned the meeting at 7:59 p.m.

Respectfully submitted,
Clyde Bishop

Clyde Bishop
City Clerk

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 10, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $210,648.29 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 109 VERNON PL, PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

SUMMARY:

This Resolution ratifies and approves award of a construction contract to Parker Excavating, Inc., for emergency sanitary sewer point repairs at 109 Vernon Pl.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

During routine manhole inspections, the Wastewater Department collection crew discovered a manhole holding a significant amount of flow. Further investigation revealed a large sag in an upstream pipe segment near 109 Vernon Pl. The sag had caused the soil and asphalt to begin to collapse, causing a sinkhole in the roadway. Further investigation determined the entire line needed to be replaced. Because of the nature of the defects, emergency repairs needed to begin immediately. During construction, the soil conditions created a larger than typical trench and slowed construction.

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

The cost breakdown for the project is as follows:

Sanitary Sewer Replacement-related		
Total:	$ 139,885.79	66%

Surface Improvement Related

Total:	$ 70,762.50	34%
Grand Total:	$ 210,648.29	100%

FINANCIAL IMPLICATIONS:

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

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 08-10-26 109 Vernon Pl Emergency Point Repair Attachment

RESOLUTION NO.

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $210,648.29 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 109 VERNON PL, PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

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

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council ratifies and approves the contract for repair of the sanitary sewers at 109 Vernon Pl. with Parker Excavating, Inc., Project No. 24-033 (WWAN03) - Emergency Point Repair awarded to said bidder in the amount of $210,648.29

SECTION 2.

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

SECTION 3.

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

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract, including contract change order in the amount of $106,491.29 and any other payment authorized under the contract are hereby ratified.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: August 10, 2026

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

2024-2026 Emergency Sanitary Sewer Point Repair					109 Vernon Pl	
Date 1/27/2026					Parker Excavating, Inc.	
Project Number: 24-033 (WWAN03)						
Item	**Description**	**Estimated**				
1	Remove and Replace 8” PVC Less than 10’ Deep	1-20	LF		$	-
		21-100	LF		$	-
		>100	LF		$	-
2	Remove and Replace 8” PVC More than 10’ Deep	1-20	LF		$	-
		21-100	LF		$	-
		>100	LF	310	$	37,510.00
3	Remove and Replace 10” PVC Less than 10’ Deep	1-20	LF		$	-
		21-100	LF		$	-
		>100	LF		$	-
4	Remove and Replace 10” PVC More than 10’ Deep	1-20	LF		$	-
		21-100	LF		$	-
		>100	LF		$	-
5	Remove and Replace 12” PVC Less than 10’ Deep	1-20	LF		$	-
		21-100	LF		$	-
		>100	LF		$	-
6	Remove and Replace 12” PVC More than 10’ Deep	1-20	LF		$	-
		21-100	LF		$	-
		>100	LF		$	-
7	Remove and Replace 15” PVC Less than 10’ Deep	1-20	LF		$	-
		21-100	LF		$	-
		>100	LF		$	-
8	Remove and Replace 15” PVC More than 10’ Deep	1-20	LF		$	-
		21-100	LF		$	-
		>100	LF		$	-
9	Remove and Replace 4” Service Tap Less than 10’ Deep	1-20	LF		$	-
		21-100	LF		$	-
		>100	LF		$	-
10	Remove and Replace 4” Service Tap More than 10’ Deep	1-20	LF		$	-
		21-100	LF		$	-
		>100	LF		$	-
11	Remove and Replace 6” Service Tap Less than 10’ Deep	1-20	LF		$	-
		21-100	LF		$	-
		>100	LF		$	-
12	Remove and Replace 6” Service Tap More than 10’ Deep	1-20	LF		$	-
		21-100	LF		$	-
		>100	LF		$	-
13	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 8" and 10" Pipe	1-20	LF		$	-
		21-100	LF		$	-
		>100	LF	330	$	24,750.00
14	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 8” and 10” Pipe	1-20	LF		$	-
		21-100	LF		$	-
		>100	LF		$	-
15	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 12" and 15" Pipe	1-20	LF		$	-
		21-100	LF		$	-
		>100	LF		$	-
16	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 12" and 15" Pipe	1-20	LF		$	-
		21-100	LF		$	-
		>100	LF		$	-
17	Remove and Replace 7” Reinforced Concrete	1-20	SF		$	-
		21-100	SF		$	-
		>100	SF	150	$	2,775.00
18	Remove and Replace 6” Reinforced Concrete	1-20	SF		$	-
		21-100	SF		$	-
		>100	SF		$	-
19	Remove and Replace 4” Concrete	1-20	SF		$	-
		21-100	SF		$	-
		>100	SF		$	-
20	Remove and Replace Standard Curb and Gutter	1-20	LF	20	$	1,020.00
		21-100	LF		$	-
		>100	LF		$	-

21	Install or Remove and Replace 6'' Curb Head	1-20	LF		$	-
		21-100	LF		$	-
		>100	LF		$	-
22	Install Extra Lean Concrete (FlowFill)	1-20	CY		$	-
		21-100	CY	92	$	15,088.00
		>100	CY		$	-
23	Class 6 Base Course for Gravel Surfaced Alleys	TN		65	$	2,145.00
24	Remove Camera/Cleaning Head/Tap Cutter	HR			$	-
25	Remove and Replace 48” Diameter Manhole	with 1 Invert	EA		$	-
		with 2 Inverts	EA	1	$	5,300.00
		with 3 Inverts	EA	2	$	12,680.00
		with 4 Inverts	EA		$	-
26	Remove and Replace 60” Diameter Manhole	with 1 Invert	EA		$	-
		with 2 Inverts	EA		$	-
		with 3 Inverts	EA		$	-
		with 4 Inverts	EA		$	-
27	Calcium Aluminate Coat 48-inch Manhole	1-10	VF		$	-
		11-15	VF		$	-
		>15	VF		$	-
28	Calcium Aluminate Coat 60-inch Manhole	1-10	VF		$	-
		11-15	VF		$	-
		>15	VF		$	-
29	Rebuild Manhole Bench and Trough 48-inch Manhole	LS			$	-
30	Rebuild Manhole Bench and Trough 60-inch Manhole	LS			$	-
31	Reinstate Services - 4''	EA		3	$	1,164.00
32	Reinstate Services - 6''	EA			$	-
33	Mobilization	LS		1	$	1,725.00
				Total	$	104,157.00
				With Contingency	$	124,988.40

CONTRACT CHANGE ORDER

CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 24-033 (WWAN03) Change Order No. : ONE 5/4/2026

Project Name : 2024, 2025 and 2026 Sanitary Sewer Point Repair
109 Vernon Pl

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

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

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	REMOVE AND REPLACE 8" PVC MORE THAN 10' DEEP	($10,890.00)	
2	ASPHALT PATCH - 4" HMA ON 4" CLASS 6 ABC FOR 8" AND 10" PIPE	$46,012.50	
3	REMOVE AND REPLACE 7" REINFORCED CONCRETE	($2,775.00)	
4	REMOVE AND REPLACE STANDARD CURB AND GUTTER	($1,020.00)	
5	INSTALL EXTRA LEAN CONCRETE (FLOWFILL)	$492.00	
6	CLASS 6 BASE COURSE FOR GRAVEL SURFACED ALLEYS	($2,145.00)	
7	REMOVE AND REPLACE 48" DIAMETER MANHOLE WITH 2 INVERTS	($5,300.00)	
8	REMOVE AND REPLACE 48" DIAMETER MANHOLE WITH 3 INVERTS	($12,680.00)	
9	REINSTATE SERVICES - 4"	($776.00)	
11	REMOVE AND REPLACE 48" MANHOLE - 3 INVERTS		$6,340.00
12	TRAFFIC CONTROL		$4,656.15
13	T&M FOR UNFORSEEN SITE CONDITIONS		$74,699.68
14	EXTRA ROCK MATERIAL		$3,144.96
15	BOND		$4,056.00
16	ADDITIONAL BOND RIDER		$2,676.00
	TOTAL (Decrease) / Increase	$10,918.50	$95,572.79

Net Adjustment This Change Order	$	106,491.29
Amount of Previous Change Order(s)	$	0.00
Original Contract Amount	$	104,157.00
Total Adjusted Contract Amount To Date	$	210,648.29

Reason For Change: Actual Field Quantities.

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

Prepared by: _____ Date:_____
Wastewater Civil Engineer

Reviewed by: _____ Date:_____
Wastewater Engineering Manager

Accepted by: _____ Date:_____
Contractor's Representative

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

Approved by: _____ Date:_____
Director of Wastewater

FORM CO100.1299

24-033 (WWAN03)
2024 -2026 Emergency Sanitary Point Repair
109 Vernon Pl



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 10, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: A RESOLUTION SETTING FORTH $70,000 FOR CONTINGENCIES FOR PROJECT 25-020, PUB TAXILANE REHAB AND NEW HANGAR

SUMMARY:

This Resolution will set forth $70,000 for contingencies for Project 25-020, PUB Taxilane Rehab and New Hangar.

PREVIOUS COUNCIL ACTION:

Ordinance No. 9308, passed and approved on July 9, 2018, established Project No. AP1804 – South T-Hangar #1 budgeting and appropriating funds from insurance claim for damage to t-hangars on the east ramp.

Ordinance No. 10728, passed and approved on June 25, 2024, accepted CDOT Grant 24-PUB-01 to reimburse the City 2.5% of the total design cost to building new t-hangars.

Ordinance No. 10774, passed and approved on September 9, 2024, accepted FAA grant No. 3-08-0046-051-2024 to reimburse the City 95% of the total design cost to build new t-hangars.

Ordinance No. 10812, passed and approved on October 15, 2024, approved a sub-agreement for Professional Engineering Services between the City of Pueblo and Dibble and Associates Consulting Engineers, Inc., for engineering design services for the project.

Ordinance No. 10971, passed and approved on June 23, 2025, accepted CDOT Grant 25-PUB-01 to reimburse the City 2.5% of the total construction cost.

Ordinance No. 11038, passed and approved on September 8, 2025, accepted FAA grant No. 3-08-0046-052-2025 to reimburse the City 95% of the total construction cost.

Ordinance No. 11055, passed and approved on October 14, 2025, approved a sub-agreement for Professional Engineering Services between the City of Pueblo and Dibble and Associates Consulting Engineers, Inc., for Construction Administration.

Resolution No. 16145, approved on October 14, 2025, awarded a construction contract to H.W. Houston, LLC, for construction of the new t-hangars.

BACKGROUND:

The City of Pueblo awarded a construction contract to H.W. Houston Construction, LLC for Project No. 25-020, PUB Taxilane Rehab and New Hangar, in the amount of $2,372,832.16. The attached resolution sets forth $70,000 for contingencies and additional work.

FINANCIAL IMPLICATIONS:

Funding for the contingency amount has been budgeted and allocated in previous ordinances.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO.

A RESOLUTION SETTING FORTH $70,000 FOR CONTINGENCIES FOR PROJECT 25-020, PUB TAXILANE REHAB AND NEW HANGAR

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

An additional amount of Seventy Thousand and 00/100 Dollars ($70,000.00) is hereby established for contingencies and additional work under the construction contract with H.W. Houston Construction, LLC for Project No. 25-020, PUB Taxilane Rehab and New Hangar, which contract was approved by Resolution No. 16145 on October 14, 2025 in the amount of $2,372,832.16. The total amount authorized for that contract, inclusive of the contingency established by this Resolution, shall not exceed $2,442,832.16.

Contingencies and Additional Work.....$70,000.00

SECTION 2.

Funds for Contingencies and Additional Work shall be from Project No. AP1804 – South T-Hangar #1.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective upon final passage and approval.

INTRODUCED: August 10, 2026

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 10, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-26-17) TO GRASSROOTS GRAVEL, LTD., FOR THE USE OF ALAN HAMEL AVENUE BETWEEN N. UNION AVENUE AND MAIN STREET ON FRIDAY, OCTOBER 9, 2026, THROUGH SATURDAY, OCTOBER 10, 2026; MAIN STREET SOUTHBOUND LANES FROM CITY CENTER DRIVE TO ALAN HAMEL AVENUE ON SATURDAY, OCTOBER 10, 20256, AND THE CITY PARKING LOT AT ALAN HAMEL AVENUE AND MAIN STREET FROM THURSDAY, OCTOBER 8, 2026, TO SATURDAY, OCTOBER 10, 2026, TO HOST THE 2026 GRASSROOTS GRAVEL BICYCLE EVENT AND EXPO

SUMMARY:

Attached is a Revocable Permit to be issued to Grassroots Gravel, Ltd.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Grassroots Gravel, Ltd., has submitted a Revocable Permit application (REV-26-17) requesting the use of Alan Hamel Avenue between N. Union Avenue and Main Street on Friday, October 9, 2026, through Saturday, October 10, 2026; Main Street southbound lanes from City Center Drive to Alan Hamel Avenue on Saturday, October 10, 20256, and the City parking lot at Alan Hamel Avenue and Main Street from Thursday, October 8, 2026, to Saturday, October 10, 2026, to host the 2026 Grassroots Gravel Bicycle Event and Expo

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from hosting their bicycling event and expo.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 26-17

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-26-17) TO GRASSROOTS GRAVEL, LTD., FOR THE USE OF ALAN HAMEL AVENUE BETWEEN N. UNION AVENUE AND MAIN STREET ON FRIDAY, OCTOBER 9, 2026, THROUGH SATURDAY, OCTOBER 10, 2026; MAIN STREET SOUTHBOUND LANES FROM CITY CENTER DRIVE TO ALAN HAMEL AVENUE ON SATURDAY, OCTOBER 10, 20256, AND THE CITY PARKING LOT AT ALAN HAMEL AVENUE AND MAIN STREET FROM THURSDAY, OCTOBER 8, 2026, TO SATURDAY, OCTOBER 10, 2026, TO HOST THE 2026 GRASSROOTS GRAVEL BICYCLE EVENT AND EXPO

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-26-17) is authorized to be issued to Grassroots Gravel, Ltd., for the use of Alan Hamel Avenue between N. Union Avenue and Main Street on Friday, October 9, 2026, through Saturday, October 10, 2026; Main Street southbound lanes from City Center Drive to Alan Hamel Avenue on Saturday, October 10, 20256, and the City parking lot at Alan Hamel Avenue and Main Street from Thursday, October 8, 2026, to Saturday, October 10, 2026, to host the 2026 Grassroots Gravel Bicycle Event and Expo.

SECTION 2.

The use of the public right-of-way granted hereby is subject to all limitations, terms, and conditions set forth in the attached Revocable Permit (REV-26-17).

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: August 10, 2026

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

REVOCABLE PERMIT

Pursuant to the authority granted by Section 16-9 of the Charter of Pueblo, a Municipal Corporation, (the "City"), the City Council of City hereby grants the following revocable permit to Permittee subject to and conditioned upon the provisions herein contained and the Permittee's compliance therewith:

1. Name, Address and Telephone Number of Permittee: **Grassroots Gravel Ltd 535 McClelland Ave, Pueblo, CO 81005 970-373-8799 535 McClelland Ave, Pueblo, CO 81005**
2. Permitted Area:

Street Closures:

Friday, October 9, 2026, at 12:00 AM through Saturday, October 10, 2026, at 11:00 p.m. - Alan Hamel Avenue between N. Union Avenue and Main Street.

Saturday, October 10, 2026, at 12:00 AM through Saturday, October 10, 2026 at 11:00 PM Main Street southbound lanes from City Center Drive to Alan Hamel Avenue.

Other area utilized: City parking lot at Alan Hamel Avenue and Main Street (Thursday, October 8, 2026 at 12:00 PM through Saturday, October 10, 2026 at 11:00 PM).

3. Purpose of Revocable Permit: **Hosting the 2026 Grassroots Gravel Bicycle event and expo**

4. Commencement Date: **October 8, 2026** Time: **12:00 pm**
5. Ending Date: **October 10, 2026** Time: **11:59 pm**

PERMITTEE IN CONSIDERATION OF THE ISSUANCE AND GRANTING OF THE ABOVE DESCRIBED REVOCABLE PERMIT (THE "PERMIT") REPRESENTS, WARRANTS AND AGREES:

(a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.

(b) All structures, fences, tables, chairs, equipment or other improvements authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.

(c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, no Improvement shall be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall any Improvement be installed or located in such a manner as to hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.

(d) If this Permit is issued for the use of the public right-of-way for a special event, Permittee shall deposit with the City the sum of $500.00 ("Deposit"). The Deposit will be forfeited to the City if Permittee does not remove all Permittee's equipment and property from, and clean and restore the Permitted Area to its original condition before the Time of the Ending Date. If so timely removed and cleaned, the Deposit will be returned to Permittee.

(e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee's Improvements, and City may, at Permittee's expense, remove and dispose of Permittee's Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.

(f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.

(g) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the Improvements in the Permitted Area, or the use of the Permitted Area or Improvements by Permittee, its officers, agents, employees, invitees or general public.

(h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.

(i) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and Improvements in amounts not less than $1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.

(j) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation. Covid-19

(k) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:

(i) If to Permittee, at the address shown in paragraph 1 above.

(ii) If to City, 1 City Hall Place, Pueblo, Colorado, 81003, Attention: Revocable Permit Review Committee. Each party reserves the right to change its address provided notice of such change is given in accordance with this paragraph (k).

(l) City reserves and is hereby granted by Permittee access to, under and through the Permitted Area for any and all purposes. City may injure, damage or remove any and all Permittee's Improvements in the Permitted Area in exercising the right of access hereby reserved and granted. Permittee assumes the risk of injury, loss and damage to Permittee's Improvements within the Permitted area, and City shall have no responsibility or liability for any damage or injuries thereto, whatsoever the cause, including, but not limited to, the acts or omissions of City, its officers, employees, or agents.

(m) This Permit shall terminate upon the occurrence of any one of the following events: (i) the Time of the Ending Date, (ii) abandonment or nonuse by Permittee for a period of three (3) consecutive months, (iii) surrender or cancellation of the Permit in writing by Permittee, (iv) automatic revocation as provided in paragraphs (h) and (i) above; (v) revocation or termination of this Permit by resolution of the City Council of City; or (vi) revocation by the Mayor as provided in paragraph (p). The termination of this Permit shall not relieve Permittee from Permittee's obligations under paragraph (f) until the Authorized Improvements have been removed by Permittee in compliance with paragraph (e).

(n) Permittee acknowledges and agrees that this Permit is temporary and subject to revocation or termination by resolution of the City Council of City, in its sole discretion, for any reason or no reason, at anytime, without liability to City, and without notice to or hearing by Permittee. Permittee waives any and all right or claim to such notice, hearing, and liability of the City.

(o) Permittee acknowledges and agree that use of the Permitted Area shall be conducted in compliance with applicable laws and regulations including but not limited orders, regulations and directives issued by the Governor, Colorado Department of Public Health and Environment and the Pueblo County Department of Public Health and Environment with respect to COVID-19 ("COVID-19 Regulations"). Seven days prior to Commencement Date, Permittee shall submit in writing to the Revocable Permit Review Committee those actions Permittee shall take to assure protection of the public health and compliance with COVID-19 Regulations.

(p) Permittee further acknowledges and agrees that this Permit is temporary and subject to revocation or termination if the purpose of the permit or any potential activities to be conducted under the Permit is determined by the Mayor of City, in his sole and absolute discretion, to not be in furtherance of and/or contrary to the public health or welfare due to COVID-19 or related issues. Such determination and termination may be issued at any time, without liability to City, and without notice to or hearing by Permittee. Permittee waives any and all right or claim to such notice, hearing, and liability of the City.

(q) Nothing in this Permit shall be interpreted to limit or prevent the protections afforded to City under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

Signed in Pueblo, Colorado this 28th day of July, 2026.

PERMITTEE:
Organization or Individual: Grassroots Gravel Ltd
By: Adam Davidson
Title: Owner + Director

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 28th day of July, 2026 by Adam Davidson as Owner + Director.

My commission expires: _____.

TRACY SUZETTE BARRY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234007982
MY COMMISSION EXPIRES 02/28/2027

Notary Public

APPROVED this _____ day of _____, 20____.
PUEBLO, a Municipal Corporation

By _____

Heather Graham, Mayor

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 10, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-26-18) TO COLORADO STATE UNIVERSITY - PUEBLO FOR THE USE OF TROY AVENUE BETWEEN ALAMOSA DRIVE AND RAWLINGS BOULEVARD; RAWLINGS BOULEVARD FROM TROY AVENUE TO BARTLEY BOULEVARD; BARTLEY BOULEVARD FROM RAWLINGS BOULEVARD TO DESERT FLOWER BOULEVARD; DESERT FLOWER BOULEVARD FROM BARTLEY BOULEVARD TO WALKING STICK BOULEVARD; WALKING STICK BOULEVARD FROM BARTLEY BOULEVARD TO FOWLER DRIVE FOR THE PURPOSE OF HOSTING THEIR ANNUAL 5K WALK, RUN OR ROLL EVENT

SUMMARY:

Attached is a Revocable Permit submitted by Colorado State University - Pueblo

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Colorado State University - Pueblo has submitted a Revocable Permit (REV-26-18) for the use of Troy Avenue between Alamosa Drive and Rawlings Boulevard; Rawlings Boulevard from Troy Avenue to Bartley Boulevard; Bartley Boulevard from Rawlings Boulevard to Desert Flower Boulevard; Desert Flower Boulevard from Bartley Boulevard to Walking Stick Boulevard; Walking Stick Boulevard from Bartley Boulevard to Fowler Drive for the purpose of hosting their annual 5K Walk, Run or Roll event September 5, 2026, from 8:30 a.m. to 12:00 p.m.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from utilizing the right-of-way to host its event.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 26-18

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-26-18) TO COLORADO STATE UNIVERSITY - PUEBLO FOR THE USE OF TROY AVENUE BETWEEN ALAMOSA DRIVE AND RAWLINGS BOULEVARD; RAWLINGS BOULEVARD FROM TROY AVENUE TO BARTLEY BOULEVARD; BARTLEY BOULEVARD FROM RAWLINGS BOULEVARD TO DESERT FLOWER BOULEVARD; DESERT FLOWER BOULEVARD FROM BARTLEY BOULEVARD TO WALKING STICK BOULEVARD; WALKING STICK BOULEVARD FROM BARTLEY BOULEVARD TO FOWLER DRIVE FOR THE PURPOSE OF HOSTING THEIR ANNUAL 5K WALK, RUN OR ROLL EVENT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-26-18) is authorized to be issued to Colorado State University - Pueblo for the use of Troy Avenue between Alamosa Drive and Rawlings Boulevard; Rawlings Boulevard from Troy Avenue to Bartley Boulevard; Bartley Boulevard from Rawlings Boulevard to Desert Flower Boulevard; Desert Flower Boulevard from Bartley Boulevard to Walking Stick Boulevard; Walking Stick Boulevard from Bartley Boulevard to Fowler Drive for the purpose of hosting their annual 5K Walk, Run or Roll event September 5, 2026, from 8:30 a.m. to 12:00 p.m.

SECTION 2.

The use of the public right-of-way granted hereby is subject to all limitations, terms, and conditions set forth in the attached Revocable Permit.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: August 10, 2026

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

REVOCABLE PERMIT

Pursuant to the authority granted by Section 16-9 of the Charter of Pueblo, a Municipal Corporation, (the "City"), the City Council of City hereby grants the following revocable permit to Permittee subject to and conditioned upon the provisions herein contained and the Permittee's compliance therewith:

1. Name, Address and Telephone Number of Permittee: **Colorado State University Pueblo 2200 Bonforte Boulevard 719-549-2100**
2. Permitted Area: **Troy Avenue between Alamosa Drive and Rawlings Boulevard; Rawlings Boulevard from Troy Avenue to Bartley Boulevard; Desert Flower Boulevard from Bartley Boulevard to Walking Stick Boulevard; Walking Stick Boulevard from Bartley Boulevard to Fowler Drive**
3. Purpose of Revocable Permit: **To host a 5K Walk, Run or Roll event**
4. Commencement Date: **September 5, 2026** Time: **8:30 am**
5. Ending Date: **September 5, 2026** Time: **12:00 pm**

PERMITTEE IN CONSIDERATION OF THE ISSUANCE AND GRANTING OF THE ABOVE DESCRIBED REVOCABLE PERMIT (THE "PERMIT") REPRESENTS, WARRANTS AND AGREES:

(a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.

(b) All structures, fences, tables, chairs, equipment or other improvements authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.

(c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, no Improvement shall be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall any Improvement be installed or located in such a manner as to hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.

(d) If this Permit is issued for the use of the public right-of-way for a special event, Permittee shall deposit with the City the sum of $500.00 ("Deposit"). The Deposit will be forfeited to the City if Permittee does not remove all Permittee's equipment and property from, and clean and restore the Permitted Area to its original condition before the Time of the Ending Date. If so timely removed and cleaned, the Deposit will be returned to Permittee.

(e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee's Improvements, and City may, at Permittee's expense, remove and dispose of Permittee's Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.

(f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.

(g) Permittee shall use the Permitted Area and conduct the 5K Walk, Run or Roll event in a safe and secure manner taking proper care and protection of the public and event participants, and the Permitted Area including specifically and without limitation any location within the permitted area in which there are adjoining or adjacent streets, alleys, and sidewalks. Permittee shall be liable for breach of any provisions of this Permit in the same manner as any private party would be under Colorado law.

(h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.

(i) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and Improvements in amounts not less than$1,000,000.00 combined single limits per occurrence and aggregate, A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.

(j) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not beremoved except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation. Covid-19

(k) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, asfollows:

(i) If to Permittee, at the address shown in paragraph 1 above.
(ii) If to City, 1 City Hall Place, Pueblo, Colorado, 81003, Attention: Revocable Permit Review Committee. Each party reserves the right to change its address provided notice of such change is given in accordance with this paragraph (k).

(l) City reserves and is hereby granted by Permittee access to, under and through the Permitted Area for any and all purposes. City may injure, damage or remove any and all Permittee's Improvements in the Permitted Area in exercising the right of access hereby reserved and granted. Permittee assumes the risk of injury, loss and damage to Permittee's Improvements within the Permitted area, and City shall have no responsibility or liability for any damage or injuries thereto, whatsoever the cause, including, but not limited to, the acts or omissions of City, its officers, employees, or agents.

(m) This Permit shall terminate upon the occurrence of any one of the following events: (i) the Time of the Ending Date, (ii) abandonment or nonuse by Permittee for a period of three (3) consecutive months, (iii) surrender or cancellation of the Permit in writing by Permittee, (iv) automatic revocation as provided in paragraphs (h) and (i) above; (v) revocation or termination of this Permit by resolution of the City Council of City; or (vi) revocation by the Mayor as provided in paragraph (p). The termination of this Permit shall not relieve Permittee from Permittee's obligations under paragraph (f) until the Authorized Improvements have been removed by Permittee in compliance with paragraph (e).

(n) Permittee acknowledges and agrees that this Permit is temporary and subject to revocation or termination by resolution of the City Council of City, in its sole discretion, for any reason or no reason, at anytime, without liability to City, and without notice to or hearing by Permittee. Permittee waives any and all right or claim to such notice, hearing, and liability of the City.

(o) Permittee acknowledges and agrees that use of the Permitted Area shall be conducted in compliance with applicable laws and regulations including but not limited orders, regulations and directives issued by the Governor, Colorado Department of Public Health and Environment and the Pueblo County Department of Public Health and Environment with respect to COVID-19 ("COVID-19 Regulations"). Seven days prior to Commencement Date, Permittee shall submit in writing to the Revocable Permit Review Committee those actions Permittee shall take to assure protection of the public health and compliance with COVID-19 Regulations.

(p) Permittee further acknowledges and agrees that this Permit is temporary and subject to revocation or termination if the purpose of the permit or anypotential activities to be conducted under the Permit is determined by the Mayor of City, in his sole and absolute discretion, to not be in furtherance of and/or contrary to the public health or welfare due to COVID-19 or related issues. Such determination and termination may be issued at any time, without liability to City, and without notice to or hearing by Permittee. Permittee waives any and all right or claim to such notice, hearing, and liability of the City.

(q) Nothing in this Permit shall be interpreted to limit or prevent the protections afforded to City under the Colorado Governmental Immunity Act, C.R.S.§ 24-10-101, et seq.

Signed in Pueblo, Colorado this 14th day of July, 20 26.

MEGAN LORENZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20264012925
MY COMMISSION EXPIRES 03/31/2030

PERMITTEE:
The Board of Governors of the Colorado State University System acting by and through Colorado State University Pueblo
Organization or
Individual: Garrison Ortiz
By:
Title: VP of Operations and CFO

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 14th day of July, 20 26 by _____ as _____.

My commission expires: 3/31/2030.

Megan Lorenz
Notary Public

APPROVED this _____ day of _____, 20____.
PUEBLO, a Municipal Corporation

By _____

Heather Graham, Mayor

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 10, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-26-19) TO PUEBLO COMMUNITY COLLEGE FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG ORMAN AVENUE BETWEEN ARTHUR STREET AND MARILYN PLACE TO HOST ITS ANNUAL WELCOME BACK TO CAMPUS CELEBRATION ON MONDAY, AUGUST 17, 2026

SUMMARY:

This Resolution approves the issuance of a Revocable Permit (REV-26-19) to Pueblo Community College

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Pueblo Community College has requested to close a segment of Orman Avenue between Arthur Street and Marilyn Place to host its annual Welcome Back to Campus Celebration on Monday, August 17, 2026, from 7:00 a.m. to 3:00 p.m.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from closing Orman Avenue between Marilyn Place and Arthur Street to vehicular traffic for their Welcome Back to Campus Celebration.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 26-19

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-26-19) TO PUEBLO COMMUNITY COLLEGE FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG ORMAN AVENUE BETWEEN ARTHUR STREET AND MARILYN PLACE TO HOST ITS ANNUAL WELCOME BACK TO CAMPUS CELEBRATION ON MONDAY, AUGUST 17, 2026

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (Rev-26-19) is authorized to be issued to Pueblo Community College for use of the public right-of-way along Orman Avenue between Arthur Street and Marilyn Place to host its annual Welcome Back to Campus Celebration on Monday, August 17, 2026, from 7:00 a.m. to 3:00 p.m.

SECTION 2.

The use of the public right-of-way granted hereby is subject to all limitations, terms, and conditions set forth in the attached Revocable Permit (REV-26-19).

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: August 10, 2026

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

REVOCABLE PERMIT

Pursuant to the authority granted by Section 16-9 of the Charter of Pueblo, a Municipal Corporation, (the "City"), the City Council of City hereby grants the following revocable permit to Permittee subject to and conditioned upon the provisions herein contained and the Permittee's compliance therewith:

1. Name, Address and Telephone Number of Permittee: **Pueblo Community College 900 West Orman Ave 719 549-3355 900 West Orman Ave**
2. Permitted Area: **Orman Avenue between Arthur Street and Marilyn Place**
3. Purpose of Revocable Permit: **Closure of right-of-way to vehicular traffic for PCC's annual Welcome Back to Campus Celebration.**
4. Commencement Date: **August 17, 2026** Time: **7am**
5. Ending Date: **August 17, 2026** Time: **3 pm**

PERMITTEE IN CONSIDERATION OF THE ISSUANCE AND GRANTING OF THE ABOVE DESCRIBED REVOCABLE PERMIT (THE "PERMIT") REPRESENTS, WARRANTS AND AGREES:

(a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.

(b) All structures, fences, tables, chairs, equipment or other improvements authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.

(c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, no Improvement shall be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall any Improvement be installed or located in such a manner as to hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.

(d) If this Permit is issued for the use of the public right-of-way for a special event, Permittee shall deposit with the City the sum of $500.00 ("Deposit"). The Deposit will be forfeited to the City if Permittee does not remove all Permittee's equipment and property from, and clean and restore the Permitted Area to its original condition before the Time of the Ending Date. If so timely removed and cleaned, the Deposit will be returned to Permittee.

(e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee's Improvements, and City may, at Permittee's expense, remove and dispose of Permittee's Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.

(f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.

(g) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the Improvements in the Permitted Area, or the use of the Permitted Area or Improvements by Permittee, its officers, agents, employees, invitees or general public.

(h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.

(i) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and Improvements in amounts not less than $1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.

(j) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation. Covid-19

(k) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:

(i) If to Permittee, at the address shown in paragraph 1 above.

(ii) If to City, 1 City Hall Place, Pueblo, Colorado, 81003, Attention: Revocable Permit Review Committee. Each party reserves the right to change its address provided notice of such change is given in accordance with this paragraph (k).

(l) City reserves and is hereby granted by Permittee access to, under and through the Permitted Area for any and all purposes. City may injure, damage or remove any and all Permittee's Improvements in the Permitted Area in exercising the right of access hereby reserved and granted. Permittee assumes the risk of injury, loss and damage to Permittee's Improvements within the Permitted area, and City shall have no responsibility or liability for any damage or injuries thereto, whatsoever the cause, including, but not limited to, the acts or omissions of City, its officers, employees, or agents.

(m) This Permit shall terminate upon the occurrence of any one of the following events: (i) the Time of the Ending Date, (ii) abandonment or nonuse by Permittee for a period of three (3) consecutive months, (iii) surrender or cancellation of the Permit in writing by Permittee, (iv) automatic revocation as provided in paragraphs (h) and (i) above; (v) revocation or termination of this Permit by resolution of the City Council of City; or (vi) revocation by the Mayor as provided in paragraph (p). The termination of this Permit shall not relieve Permittee from Permittee's obligations under paragraph (f) until the Authorized Improvements have been removed by Permittee in compliance with paragraph (e).

(n) Permittee acknowledges and agrees that this Permit is temporary and subject to revocation or termination by resolution of the City Council of City, in its sole discretion, for any reason or no reason, at anytime, without liability to City, and without notice to or hearing by Permittee. Permittee waives any and all right or claim to such notice, hearing, and liability of the City.

(o) Permittee acknowledges and agree that use of the Permitted Area shall be conducted in compliance with applicable laws and regulations including but not limited orders, regulations and directives issued by the Governor, Colorado Department of Public Health and Environment and the Pueblo County Department of Public Health and Environment with respect to COVID-19 ("COVID-19 Regulations"). Seven days prior to Commencement Date, Permittee shall submit in writing to the Revocable Permit Review Committee those actions Permittee shall take to assure protection of the public health and compliance with COVID-19 Regulations.

(p) Permittee further acknowledges and agrees that this Permit is temporary and subject to revocation or termination if the purpose of the permit or any potential activities to be conducted under the Permit is determined by the Mayor of City, in his sole and absolute discretion, to not be in furtherance of and/or contrary to the public health or welfare due to COVID-19 or related issues. Such determination and termination may be issued at any time, without liability to City, and without notice to or hearing by Permittee. Permittee waives any and all right or claim to such notice, hearing, and liability of the City.

(q) Nothing in this Permit shall be interpreted to limit or prevent the protections afforded to City under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

Signed in Pueblo, Colorado this 28th day of July, 20 26.

PERMITTEE:
Organization or Individual: Pueblo Community College
By: William Brown
Title: Chief of Police PCC

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 28th day of July, 20 26 by William Brown as Chief of Police PCC.

My commission expires: 3/19/2029.

KARYL MARIE SHAWCROFT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134018115
MY COMMISSION EXPIRES MARCH 19, 2029

Karyl Marie Shawcroft
Notary Public

APPROVED this _____ day of _____, 20_____.
PUEBLO, a Municipal Corporation

By _____

Heather Graham, Mayor

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 10, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-26-21) TO THE HARP AUTHORITY, A COLORADO NONPROFIT CORPORATION, FOR THE USE OF ALAN HAMEL AVENUE FROM SOUTH MAIN STREET TO SOUTH SANTA FE AVENUE AND MAIN STREET BETWEEN "D" STREET AND CITY CENTER DRIVE TO FACILITATE THEIR ANNUAL RIVERFEST EVENT

SUMMARY:

Attached is a draft of a Revocable Permit (REV 26-21) submitted by the HARP Authority.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The HARP Authority has submitted a Revocable Permit application (REV 26-21) for the use of Alan Hamel Avenue from South Main Street to South Santa Fe Avenue and Main Street between "D" Street and City Center Drive to facilitate their annual Riverfest Event on August 15, 2026, between 6:00 a.m. and 12:00 p.m.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from being able to close the roadways necessary to support their annual Riverfest Event.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 26-21

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-26-21) TO THE HARP AUTHORITY, A COLORADO NONPROFIT CORPORATION, FOR THE USE OF ALAN HAMEL AVENUE FROM SOUTH MAIN STREET TO SOUTH SANTA FE AVENUE AND MAIN STREET BETWEEN "D" STREET AND CITY CENTER DRIVE TO FACILITATE THEIR ANNUAL RIVERFEST EVENT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV 26-21) is authorized to be issued to the HARP Authority for the use of Alan Hamel Avenue from South Main Street to South Santa Fe Avenue and Main Street between "D" Street and City Center Drive to facilitate their annual Riverfest Event on August 15, 2026, between 6:00 a.m. and 12:00 p.m.

SECTION 2.

The use of the public right-of-way granted hereby is subject to all limitations, terms, and conditions set forth in the attached Revocable Permit.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: August 10, 2026

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

REVOCABLE PERMIT

Pursuant to the authority granted by Section 16-9 of the Charter of Pueblo, a Municipal Corporation, (the "City"), the City Council of City hereby grants the following revocable permit to Permittee subject to and conditioned upon the provisions herein contained and the Permittee's compliance therewith:

1. Name, Address and Telephone Number of Permittee: **HARP Authority 130 Riverwalk Place 719-595-0242**
2. Permitted Area: Alan Hamel Avenue from South Main Street to South Santa Fe Avenue and Main Street between "D" Street and City Center Drive
3. Purpose of Revocable Permit: to facilitate the annual Riverfest Event.
4. Commencement Date: **August 15, 2026** Time: **6:00am**
5. Ending Date: **August 16, 2026** Time: **12:00pm**

PERMITTEE IN CONSIDERATION OF THE ISSUANCE AND GRANTING OF THE ABOVE DESCRIBED REVOCABLE PERMIT (THE "PERMIT") REPRESENTS, WARRANTS AND AGREES:

(a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.

(b) All structures, fences, tables, chairs, equipment or other improvements authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.

(c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, no Improvement shall be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall any Improvement be installed or located in such a manner as to hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.

(d) If this Permit is issued for the use of the public right-of-way for a special event, Permittee shall deposit with the City the sum of $500.00 ("Deposit"). The Deposit will be forfeited to the City if Permittee does not remove all Permittee's equipment and property from, and clean and restore the Permitted Area to its original condition before the Time of the Ending Date. If so timely removed and cleaned, the Deposit will be returned to Permittee.

(e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee's Improvements, and City may, at Permittee's expense, remove and dispose of Permittee's Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.

(f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.

(g) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the Improvements in the Permitted Area, or the use of the Permitted Area or Improvements by Permittee, its officers, agents, employees, invitees or general public.

(h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.

(i) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and Improvements in amounts not less than $1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.

(j) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation. Covid-19

(k) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:

(i) If to Permittee, at the address shown in paragraph 1 above.

(ii) If to City, 1 City Hall Place, Pueblo, Colorado, 81003, Attention: Revocable Permit Review Committee. Each party reserves the right to change its address provided notice of such change is given in accordance with this paragraph (k).

(l) City reserves and is hereby granted by Permittee access to, under and through the Permitted Area for any and all purposes. City may injure, damage or remove any and all Permittee's Improvements in the Permitted Area in exercising the right of access hereby reserved and granted. Permittee assumes the risk of injury, loss and damage to Permittee's Improvements within the Permitted area, and City shall have no responsibility or liability for any damage or injuries thereto, whatsoever the cause, including, but not limited to, the acts or omissions of City, its officers, employees, or agents.

(m) This Permit shall terminate upon the occurrence of any one of the following events: (i) the Time of the Ending Date, (ii) abandonment or nonuse by Permittee for a period of three (3) consecutive months, (iii) surrender or cancellation of the Permit in writing by Permittee, (iv) automatic revocation as provided in paragraphs (h) and (i) above; (v) revocation or termination of this Permit by resolution of the City Council of City; or (vi) revocation by the Mayor as provided in paragraph (p). The termination of this Permit shall not relieve Permittee from Permittee's obligations under paragraph (f) until the Authorized Improvements have been removed by Permittee in compliance with paragraph (e).

(n) Permittee acknowledges and agrees that this Permit is temporary and subject to revocation or termination by resolution of the City Council of City, in its sole discretion, for any reason or no reason, at anytime, without liability to City, and without notice to or hearing by Permittee. Permittee waives any and all right or claim to such notice, hearing, and liability of the City.

(o) Permittee acknowledges and agree that use of the Permitted Area shall be conducted in compliance with applicable laws and regulations including but not limited orders, regulations and directives issued by the Governor, Colorado Department of Public Health and Environment and the Pueblo County Department of Public Health and Environment with respect to COVID-19 ("COVID-19 Regulations"). Seven days prior to Commencement Date, Permittee shall submit in writing to the Revocable Permit Review Committee those actions Permittee shall take to assure protection of the public health and compliance with COVID-19 Regulations.

(p) Permittee further acknowledges and agrees that this Permit is temporary and subject to revocation or termination if the purpose of the permit or any potential activities to be conducted under the Permit is determined by the Mayor of City, in his sole and absolute discretion, to not be in furtherance of and/or contrary to the public health or welfare due to COVID-19 or related issues. Such determination and termination may be issued at any time, without liability to City, and without notice to or hearing by Permittee. Permittee waives any and all right or claim to such notice, hearing, and liability of the City.

(q) Nothing in this Permit shall be interpreted to limit or prevent the protections afforded to City under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

Signed in Pueblo, Colorado this 29 day of July, 20 26.

PERMITTEE:
Organization or Individual: HARP Authority
By: Shayla Keys Shayla Keys
Title: REO Director

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 29th day of July, 20 25 by Shayla Keys as REO Director.

My commission expires: _____.

TACY SUZETTE BARRY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234007982
MY COMMISSION EXPIRES 02/28/2027

Tacy Barry
Notary Public

APPROVED this _____ day of _____, 20____.
PUEBLO, a Municipal Corporation

By _____

Heather Graham, Mayor

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 10, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-26-22) TO PUEBLO COMMUNITY COLLEGE FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG ORMAN AVENUE BETWEEN ARTHUR STREET AND MARILYN PLACE TO HOST A HISPANIC HERITAGE MONTH CELEBRATION EVENT SATURDAY, SEPTEMBER 12, 2026

SUMMARY:

This Resolution approves the issuance of a Revocable Permit (REV-26-22) to Pueblo Community College.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Pueblo Community College has requested to close a segment of Orman Avenue between Marilyn Place and Arthur Street to vehicular traffic from 8:30 a.m. to 5:30 p.m. on Saturday, September 12, 2026, to host a Hispanic Heritage Month celebration event.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from closing Orman Avenue between Marilyn Place and Arthur Street to vehicular traffic to host a Hispanic Heritage Month Celebration event.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 26-22

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-26-22) TO PUEBLO COMMUNITY COLLEGE FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG ORMAN AVENUE BETWEEN ARTHUR STREET AND MARILYN PLACE TO HOST A HISPANIC HERITAGE MONTH CELEBRATION EVENT SATURDAY, SEPTEMBER 12, 2026

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (Rev-26-22) is authorized to be issued to Pueblo Community College for the use of the public right-of-way along Orman Avenue between Arthur Street and Marilyn Place to host a Hispanic Heritage Month celebration event Saturday, September 12, 2026.

SECTION 2.

The use of the public right-of-way granted hereby is subject to all limitations, terms, and conditions set forth in the attached Revocable Permit (REV-26-22).

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: August 10, 2026

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

REVOCABLE PERMIT

Pursuant to the authority granted by Section 16-9 of the Charter of Pueblo, a Municipal Corporation, (the "City"), the City Council of City hereby grants the following revocable permit to Permittee subject to and conditioned upon the provisions herein contained and the Permittee's compliance therewith:

1. Name, Address and Telephone Number of Permittee: **Pueblo Community College 900 West Orman Ave 719 549-3144 900 West Orman Ave**
2. Permitted Area: **Orman Avenue between Arthur Street and Marilyn Place**
3. Purpose of Revocable Permit: **to host their Hispanic heritage month celebration**
4. Commencement Date: **September 12, 2026** Time: **8:30 am**
5. Ending Date: **September 12, 2026** Time: **5:30pm**

PERMITTEE IN CONSIDERATION OF THE ISSUANCE AND GRANTING OF THE ABOVE DESCRIBED REVOCABLE PERMIT (THE "PERMIT") REPRESENTS, WARRANTS AND AGREES:

(a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.

(b) All structures, fences, tables, chairs, equipment or other improvements authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.

(c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, no Improvement shall be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall any Improvement be installed or located in such a manner as to hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.

(d) If this Permit is issued for the use of the public right-of-way for a special event, Permittee shall deposit with the City the sum of $500.00 ("Deposit"). The Deposit will be forfeited to the City if Permittee does not remove all Permittee's equipment and property from, and clean and restore the Permitted Area to its original condition before the Time of the Ending Date. If so timely removed and cleaned, the Deposit will be returned to Permittee.

(e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee's Improvements, and City may, at Permittee's expense, remove and dispose of Permittee's Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.

(f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.

(g) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the Improvements in the Permitted Area, or the use of the Permitted Area or Improvements by Permittee, its officers, agents, employees, invitees or general public.

(h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.

(i) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and Improvements in amounts not less than $1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.

(j) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation. Covid-19

(k) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:

(i) If to Permittee, at the address shown in paragraph 1 above.

(ii) If to City, 1 City Hall Place, Pueblo, Colorado, 81003, Attention: Revocable Permit Review Committee. Each party reserves the right to change its address provided notice of such change is given in accordance with this paragraph (k).

(l) City reserves and is hereby granted by Permittee access to, under and through the Permitted Area for any and all purposes. City may injure, damage or remove any and all Permittee's Improvements in the Permitted Area in exercising the right of access hereby reserved and granted. Permittee assumes the risk of injury, loss and damage to Permittee's Improvements within the Permitted area, and City shall have no responsibility or liability for any damage or injuries thereto, whatsoever the cause, including, but not limited to, the acts or omissions of City, its officers, employees, or agents.

(m) This Permit shall terminate upon the occurrence of any one of the following events: (i) the Time of the Ending Date, (ii) abandonment or nonuse by Permittee for a period of three (3) consecutive months, (iii) surrender or cancellation of the Permit in writing by Permittee, (iv) automatic revocation as provided in paragraphs (h) and (i) above; (v) revocation or termination of this Permit by resolution of the City Council of City; or (vi) revocation by the Mayor as provided in paragraph (p). The termination of this Permit shall not relieve Permittee from Permittee's obligations under paragraph (f) until the Authorized Improvements have been removed by Permittee in compliance with paragraph (e).

(n) Permittee acknowledges and agrees that this Permit is temporary and subject to revocation or termination by resolution of the City Council of City, in its sole discretion, for any reason or no reason, at anytime, without liability to City, and without notice to or hearing by Permittee. Permittee waives any and all right or claim to such notice, hearing, and liability of the City.

(o) Permittee acknowledges and agree that use of the Permitted Area shall be conducted in compliance with applicable laws and regulations including but not limited orders, regulations and directives issued by the Governor, Colorado Department of Public Health and Environment and the Pueblo County Department of Public Health and Environment with respect to COVID-19 ("COVID-19 Regulations"). Seven days prior to Commencement Date, Permittee shall submit in writing to the Revocable Permit Review Committee those actions Permittee shall take to assure protection of the public health and compliance with COVID-19 Regulations.

(p) Permittee further acknowledges and agrees that this Permit is temporary and subject to revocation or termination if the purpose of the permit or any potential activities to be conducted under the Permit is determined by the Mayor of City, in his sole and absolute discretion, to not be in furtherance of and/or contrary to the public health or welfare due to COVID-19 or related issues. Such determination and termination may be issued at any time, without liability to City, and without notice to or hearing by Permittee. Permittee waives any and all right or claim to such notice, hearing, and liability of the City.

(q) Nothing in this Permit shall be interpreted to limit or prevent the protections afforded to City under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

Signed in Pueblo, Colorado this 28th day of July, 20 26.

PERMITTEE:
Organization or Individual: Pueblo Community College
By: William Brown
Title: Chief of Police PCC

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 28th day of July, 20 26 by William Brown as Chief of Police PCC.

My commission expires: 3/19/2029.

Karyl Marie Shawcroft
Notary Public

KARYL MARIE SHAWCROFT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134018115
MY COMMISSION EXPIRES MARCH 19, 2029

APPROVED this _____ day of _____, 20____.
PUEBLO, a Municipal Corporation

By _____

Heather Graham, Mayor

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 10, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Alyssa Parga, Executive Assistant to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE REAPPOINTMENT BY THE MAYOR OF TIFFANY GARCIA, TURA COWAN, AND LAURA LEYBA TO SERVE A FOUR-YEAR TERM EXPIRING AUGUST 30, 2030, ON THE ADA ADVISORY COMMITTEE

SUMMARY:

This Resolution confirms the appointment by the Mayor of Tiffany Garcia, Tura Cowan, and Laura Leyba to serve a four-year term expiring August 30, 2030, on the ADA Advisory Committee.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

Since the committee composition of up to 15 members, there are positions available to serve a four-year term expiring August 30, 2030 or August 30, 2029 on the ADA Advisory Committee. All applicants are eligible for reappointment.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO.

A RESOLUTION CONFIRMING THE REAPPOINTMENT BY THE MAYOR OF TIFFANY GARCIA, TURA COWAN, AND LAURA LEYBA TO SERVE A FOUR-YEAR TERM EXPIRING AUGUST 30, 2030, ON THE ADA ADVISORY COMMITTEE

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her reappointment of Tiffany Garcia, Tura Cowan, and Laura Leyba to the ADA Advisory Committee; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Tiffany Garcia, Tura Cowan, and Laura Leyba to the ADA Advisory Committee to serve a four-year term expiring August 30, 2030 shall be and is hereby confirmed by the City Council.

SECTION 2.

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

SECTION 3.

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

INTRODUCED: August 10, 2026

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 10, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Alyssa Parga, Executive Assistant to the Mayor

SUBJECT: A RESOLUTION RATIFYING THE JOINT PUEBLO-BOONE APPOINTMENT OF A MEMBER TO SERVE ON A BOARD OF APPEAL OF THE SOUTHERN COLORADO BUILDING COMMISSION (SCBC)

SUMMARY:

This resolution ratifies the joint Pueblo-Boone appointment of members to serve on the Boards of Appeal of the Southern Colorado Building Commission (SCBC).

PREVIOUS COUNCIL ACTION:

Council passed Ordinance No. 11081 on November 24, 2025 approving the IGA for the operation of the Southern Colorado Building Department and setting the composition of the Southern Colorado Building Commission. Council also ratified the joint appointment of the Southern Colorado Building Commission (SCBC) members.

BACKGROUND:

Due to the term expiration of Robert Vigil, there is one position available for a contractor to serve on the Mechanical Board of Appeals. Mr. Vigil is eligible for reappointment.

FINANCIAL IMPLICATIONS:

This is a volunteer commission and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO.

A RESOLUTION RATIFYING THE JOINT PUEBLO-BOONE APPOINTMENT OF A MEMBER TO SERVE ON A BOARD OF APPEAL OF THE SOUTHERN COLORADO BUILDING COMMISSION (SCBC)

WHEREAS, the Town of Boone and Mayor Heather Graham have requested ratification by the City Council of their joint appointment of Robert Vigil to the Southern Colorado Building Commission; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Robert Vigil is hereby jointly appointed to the Southern Colorado Building Commission Mechanical Board of Appeal to serve a three-year term expiring July 1, 2029 in the contractor position.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: August 10, 2026

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 10, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION ESTABLISHING A SCHEDULE OF FEES FOR THE IMPOUNDMENT AND STORAGE OF ABANDONED SHOPPING CARTS PURSUANT TO SEC. 7-3-67 OF THE PUEBLO MUNICIPAL CODE

SUMMARY:

This Resolution establishes a fee schedule related to the impoundment and storage of abandoned shopping carts in accordance with the provisions of Sec. 7-3-67 of the Pueblo Municipal Code.

PREVIOUS COUNCIL ACTION:

City Council passed Ordinance No. 10773 on September 9, 2024, creating a new Article V of Chapter 3 of Title VII of the Pueblo Municipal Code regulating the use and management of shopping carts within the City.

BACKGROUND:

Ordinance No. 10773 established requirements regarding the use and management of shopping carts within the City, including provisions for retail establishments offering shopping carts for customers and for individuals using those carts. The updated Code authorizes the City to impound shopping carts abandoned on public or private property within the City. Sec. 7-3-67 of the Pueblo Municipal Code also authorizes the City to assess a fee for the impoundment and storage of abandoned shopping carts and requires that schedule of fees be adopted by a separate resolution of City Council. The purpose of this Resolution is to recover the resources consumed by abatement while creating a financial incentive for retailers to install cart management systems.

FINANCIAL IMPLICATIONS:

Upon approval of the Resolution, the following fee schedule will be adopted:

Fee Category	Amount	Application

Base Impoundment Fee	$35.00 per cart	Assessed per cart at the time of impoundment; covers recovery, tagging, and transport to City storage
Daily Storage Fee	$2.00 per cart per day	Assessed for each day a cart remains in City storage, beginning the day after impoundment, up to a maximum of thirty (30) days
Disposal Administrative Fee	$15.00 per cart	Assessed if a cart is not retrieved within thirty (30) days of impoundment and is disposed of by the City; accrues in addition to, and does not replace, any outstanding Base Impoundment Fee or Daily Storage Fee
Repeat Impoundment Surcharge	$50.00 per cart (assessed in lieu of the Base Impoundment Fee)	Applies to the fourth and each subsequent cart impounded from the same retail establishment within any rolling thirty (30) day period

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

Failure to approve this Resolution will preclude the adoption of the fee schedule required under Sec. 7-3-67 of the Pueblo Municipal Code.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO.

A RESOLUTION ESTABLISHING A SCHEDULE OF FEES FOR THE IMPOUNDMENT AND STORAGE OF ABANDONED SHOPPING CARTS PURSUANT TO SEC. 7-3-67 OF THE PUEBLO MUNICIPAL CODE

WHEREAS, the Pueblo City Council adopted Ordinance No. 10773 on September 9, 2024, creating Article V of Chapter 3, Title VII of the Pueblo Municipal Code regulating the use and management of shopping carts within the City; and

WHEREAS, Section 7-3-67(1) of the Pueblo Municipal Code authorizes the City to impound abandoned shopping carts and to assess a fee for the impoundment and storage of such carts, with the schedule of fees to be adopted by separate Resolution of City Council; and

WHEREAS, the fees established herein are intended to reasonably recover the City's costs of recovery, transportation, storage, and disposal of abandoned shopping carts, and to create a financial incentive for retail establishments to implement effective Shopping Cart Management Systems as contemplated by the Ordinance; and

WHEREAS, Section 7-3-67(1)(a) of the Pueblo Municipal Code provides that fees assessed prior to December 31, 2026, may be waived by the City License Officer or other designee of the Mayor upon written application demonstrating implementation of a Shopping Cart Management System or a qualifying Shopping Cart Management System Plan; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The following schedule of fees for the impoundment and storage of abandoned shopping carts is hereby adopted pursuant to Section 7-3-67 of the Pueblo Municipal Code:

Fee Category	Amount	Application
Base Impoundment Fee	$35.00 per cart	Assessed per cart at the time of impoundment; covers recovery, tagging, and transport to City storage
Daily Storage Fee	$2.00 per cart per day	Assessed for each day a cart remains in City storage, beginning the day after impoundment, up to a maximum of thirty (30) days
Disposal Administrative Fee	$15.00 per cart	Assessed if a cart is not retrieved within thirty (30) days of impoundment and is disposed of by the City; accrues in addition to, and does not replace, any outstanding Base Impoundment Fee or Daily Storage Fee
Repeat Impoundment Surcharge	$50.00 per cart (assessed in lieu of the Base Impoundment Fee)	Applies to the fourth and each subsequent cart impounded from the same retail establishment within any rolling thirty (30) day period

SECTION 2.

The maximum combined Base Impoundment Fee and Daily Storage Fee assessed for any single impounded cart, exclusive of any applicable Disposal Administrative Fee or Repeat Impoundment Surcharge, shall not exceed ninety-five dollars ($95.00).

SECTION 3.

Consistent with Section 7-3-67(1)(a) of the Pueblo Municipal Code, any fee assessed under this Resolution for an impoundment occurring prior to December 31, 2026, may be waived by the City License Officer or other designee of the Mayor, upon written application by the retail establishment demonstrating either:

1. The implementation of a qualifying Shopping Cart Management System; or

2. The adoption of a Shopping Cart Management System Plan meeting the requirements of Section 7-3-62(7) of the Pueblo Municipal Code.

SECTION 4.

All fees assessed pursuant to this Resolution shall be payable by the retail establishment prior to retrieval of an impounded shopping cart, and outstanding or past-due fees shall be subject to the business license renewal restrictions set forth in Section 9-1-5 of the Pueblo Municipal Code.

SECTION 5.

All revenues collected pursuant to this fee schedule shall be deposited into the City's General Fund.

SECTION 6.

This Resolution shall become effective immediately upon adoption by City Council.

SECTION 7.

City staff shall review this fee schedule no later than January 31, 2027, following expiration of the waiver period established in Section 7-3-67(1)(a) of the Pueblo Municipal Code, and shall report to City Council any recommended adjustments.

INTRODUCED: August 10, 2026

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 10, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Lisa Macchietto, Assistant City Attorney

SUBJECT: A RESOLUTION SETTING THE DATE, TIME AND PLACE FOR THE HEARING ON ANY OBJECTIONS TO AN ABATEMENT ASSESSMENT AS SEPTEMBER 11TH, 2026 AT 9:00 A.M. IN CITY COUNCIL CHAMBERS AND DIRECTING THE MAYOR TO APPOINT A HEARINGS OFFICER

SUMMARY:

Attached is a Resolution directing the Mayor to appoint a hearings officer to hear objections relating to lien assessment notices that will be mailed out on or about August 21, 2026, and setting the date, time and place for the hearing as September 11th, 2026 at 9:00 a.m. in City Council Chambers.

PREVIOUS COUNCIL ACTION:

On September 14, 2015, Council approved Ordinance No. 8917, which provides for the assessment of abatement costs. On October 13, 2015, Council approved Ordinance No. 8926, which certified Assessment Roll No. 2015-1. On December 14, 2015, Council approved Ordinance No. 8953, which certified Assessment Roll No. 2016-1. On September 26, 2017, Council approved Ordinance No.'s 9043 and 9044, which certified Assessment Roll No.'s 2016-2 and 2016-3, respectively. On October 23, 2017, Council approved Ordinance No. 9189 which certified Assessment Roll No. 2017-1. On October 23, 2018, Council approved Ordinance No. 9355 which certified Assessment Roll No. 2018-1. On July 22, 2019, Council approved Ordinance No. 9502 which amended the notice of hearing and protest deadlines by expanding each by five days to create more time between the protest filing deadline and hearing date. On October 15, 2019, Council approved Ordinance No. 9570 which certified Assessment Roll No. 2019-1. On October 13, 2020, Council approved Ordinance No. 9789 which certified Assessment Roll No. 2020-1. On October 12, 2021, Council approved Ordinance No. 10023 which certified Assessment Roll No. 2021-1. On October 11, 2022, Council approved Ordinance No. 10302 which certified Assessment Roll No. 2022-1. On October 23, 2023, Council approved Ordinance No. 10574 which certified Assessment Roll No.

2023-1. On October 28, 2024, Council approved Ordinance No. 10824 which certified Assessment Roll No. 2024-1. On October 27, 2025, Council approved Ordinance No. 11065 which certified Assessment Roll No. 2025-1.

BACKGROUND:

Chapter 8 of Title VII of the Pueblo Municipal Code allows for anyone interested in a property for which an abatement lien assessment will be certified to the County Treasurer to object to or protest the assessment. Pursuant to Section 7-8-4, City Council may direct the Mayor to appoint a hearings officer to hear the objections and protests. The hearings officer will provide recommendations for the resolution of any objections or protests to City Council for its review and consideration. Thereafter, City Council may elect to certify any or all of the assessments to the County Treasurer for collection.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council may choose not to pass this Resolution. If it does, the outstanding abatement lien debt will not be assessed to the property tax rolls for collection.

RECOMMENDATION:

The Law Department recommends approval of this Resolution.

ATTACHMENTS:

None

RESOLUTION NO.

A RESOLUTION SETTING THE DATE, TIME AND PLACE FOR THE HEARING ON ANY OBJECTIONS TO AN ABATEMENT ASSESSMENT AS SEPTEMBER 11TH, 2026 AT 9:00 A.M. IN CITY COUNCIL CHAMBERS AND DIRECTING THE MAYOR TO APPOINT A HEARINGS OFFICER

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Pursuant to Chapter 8 of Title VII of the Pueblo Municipal Code, City Council hereby directs the Mayor to appoint a hearings officer to hear any protests or objections to the lien assessment notices that will be posted and/or mailed on or about August 21, 2026.

SECTION 2.

A hearing shall be held at 9:00 a.m. on September 11th, 2026 in the City Council Chambers at which time any protests or objections to the report may be heard. Any person interested in or affected by proposed charge may file written protests or objections with the City Clerk no later than seven (7) days prior to the time set for the hearing on the report pursuant to P.M.C. § 7-8-3. Each objection must be in writing, contain a description of the property in which the signer thereof is interested, a description of the signer's interest in the property, and the grounds for such protest or objection. No protests shall be accepted later than close of business on the seventh (7^{th}) day prior to the hearing.

SECTION 3.

The City Clerk is hereby directed to cause notice of said hearing to be posted upon the property involved, published once in a newspaper of general circulation within the City, and served by certified mail, postage prepaid addressed to the owner of the property as the owner's name and address appears on the last assessment roll of the county, if such so appears, or as known to the City Clerk. Such notice or mailing shall be given at least fifteen (15) days prior to the date set for the hearing and shall specify the day, hour and place when the hearing shall be held and when City Council shall pass upon the City's Report of Abatement Lien Assessments and the recommendations of the Hearings Officer.

SECTION 4.

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

SECTION 5.

This Resolution shall become effective immediately upon final passage and approval.

INTRODUCED: August 10, 2026

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 10, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT FUNDING AGREEMENT AND ALL APPLICABLE CONDITIONS PERTAINING THERETO FROM THE COLORADO AUTO THEFT PREVENTION AUTHORITY ("CATPA") RELATING TO THE BEAT AUTO THEFT THROUGH LAW ENFORCEMENT ("BATTLE") TEAM, ESTABLISHING PROJECT NUMBER PS2605, BUDGETING AND APPROPRIATING FUNDS TO PROJECT NUMBER PS2605, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

The City entered into a three-year Memorandum of Understanding with the statewide Beat Auto Theft Through Law Enforcement Team (BATTLE), executed on September 24, 2024, with a term of July 1, 2024 through June 30, 2027. Effective July 1, 2026, the Pueblo Police Department is awarded $125,059.00 in funds for overtime costs associated with auto theft investigation and enforcement. Attached is the Grant Funding Agreement and Award Letter. This Ordinance establishes Project No. PS2605 and budgets and appropriates necessary funds to project number PS2605.

PREVIOUS COUNCIL ACTION:

City Council has approved ordinances accepting Colorado Auto Theft Prevention Authority (CATPA) grants each year beginning in July 2009. On July 1, 2025, the Pueblo Police Department was awarded $191,950.00 in funds for overtime costs associated with auto theft investigation and enforcement. Acceptance of those funds was approved by Ordinance No. 11018.

BACKGROUND:

Each year since July 2009, the City of Pueblo and Pueblo Police Department have accepted Colorado auto theft grant funds. The total funds are disbursed by Colorado Auto Theft Prevention Authority (CATPA) and are shared among several different law enforcement agencies in Colorado. A Memorandum of Understanding formalizes the

relationship between the various participating agencies.

The BATTLE multi-jurisdictional task force focuses on the prevention and reduction of motor vehicle thefts as well as the identification, investigation, location of stolen motor vehicles, and apprehension of suspects. The task force works to increase the number of stolen vehicles recovered, offenders arrested, and decrease vehicle thefts. The agencies accomplish this through educational and intelligence-led enforcement efforts throughout participating jurisdictions with task force members sharing information amongst each other and any other requesting agency.

The task force utilizes grant funds provided by the CATPA to help complete its mission. Funds shall be used only in accordance with the provisions of CATPA's SFY27 grant award, pursuant to the project number FY27PBLPD, to the Colorado State Patrol (BATTLE) Team.

FINANCIAL IMPLICATIONS:

The Pueblo Police Department shall receive $125,059.00 as allocated by the grant award. No match is required by the City of Pueblo. Project No. PS2605 shall be created and funds in the amount of $125,059.00 shall be budgeted and appropriated therefor.

Personnel Services-Overtime:	$125,059.00
Supplies & Operating:	$ 0.00
TOTAL:	$125,059.00

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

City Council may decline the grant funds. If that occurs, the Pueblo Police Department cannot be reimbursed from CATPA funds for overtime costs incurred for this program.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Pueblo PD 2024-2027 BATTLE MOU
2. Pueblo PD SFY27 BATTLE Grant Funding 07202026

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A GRANT FUNDING AGREEMENT AND ALL APPLICABLE CONDITIONS PERTAINING THERETO FROM THE COLORADO AUTO THEFT PREVENTION AUTHORITY ("CATPA") RELATING TO THE BEAT AUTO THEFT THROUGH LAW ENFORCEMENT ("BATTLE") TEAM, ESTABLISHING PROJECT NUMBER PS2605, BUDGETING AND APPROPRIATING FUNDS TO PROJECT NUMBER PS2605, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City Council of Pueblo has the authority on behalf of Pueblo, including its Police Department, to accept grants from the state government for public and municipal purposes and to enter into agreements relating thereto; and

WHEREAS, the City entered into a three-year Memorandum of Understanding with the statewide Beat Auto Theft Through Law Enforcement Team (BATTLE), executed September 24, 2024, with a term of July 1, 2024 through June 30, 2027, formalizing the City's participation in the multi-jurisdictional task force administered through the Colorado Auto Theft Prevention Authority (CATPA), upon conditions recited therein or incorporated therein by reference; and

WHEREAS, an award of grant funds has been made for the 2026-2027 grant year in the amount of $125,059.00 to assist the Pueblo Police Department with paying overtime costs incurred in its efforts to reduce auto theft; and

WHEREAS, the State has made additional awards of funds in the past under previous grant agreements and the Pueblo Police Department anticipates the award of additional funds in the future pursuant to this agreement if the same are made available by the State; and

WHEREAS, acceptance of the funds offered pursuant to the grant for the purposes for which it has been made is in the best interest of the City and will benefit the health, welfare, and safety of the citizens of the City. NOW, THEREFORE,

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

SECTION 1.

The award of the 2026-2027 BATTLE overtime allocation grant is hereby accepted and approved in the amount of $125,059.00 in accordance with the grant's terms and conditions.

SECTION 2.

The Grant Funding Agreement, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted. The Mayor is authorized to execute the Grant Agreement in the name of and on behalf of the City, and the Mayor is authorized to execute any and all other certifications, assurances, and other documents associated therewith.

SECTION 3.

Project number PS2605 is hereby established in the Public Safety Grants Fund.

SECTION 4.

The Pueblo Police Department is empowered to apply for and accept additional grant awards pursuant to the grant as those funds are made available by the State.

SECTION 5.

All current and future funds accepted under this Ordinance shall be budgeted and appropriated into project number PS2605 by the Finance Department.

SECTION 6.

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

SECTION 7.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

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MEMORANDUM of UNDERSTANDING

Beat Auto Theft Through Law Enforcement

This Memorandum of Understanding (MOU) is entered into by the Sheriff, Chief, or Law Enforcement Agency Director (or designee) of the agencies who subsequently agree to the terms of this MOU.

Purpose:
The purpose of this MOU is to outline the overall mission of the Beat Auto Theft Through Law Enforcement Team (BATTLE) and delineate the responsibilities between the participating member agencies and any additional agencies that have agreed to this MOU.

This MOU will formalize the relationship between participating agencies for policy guidance, planning, training, public relations, and media relations to maximize interagency cooperation. This will also create a cohesive unit capable of addressing the organized auto theft problem facing Colorado law enforcement agencies.

Each participating agency agrees to deploy its law enforcement personnel and/or equipment for conducting both overt and covert investigations aimed at apprehending criminals, particularly those with a nexus to auto theft and related crimes, as well as organizations responsible for multiple motor vehicle thefts, chop shops, and the fencing of stolen motor vehicles and/or motor vehicle parts.

This MOU provides functions or services, including the sharing of services or functions by political subdivisions of the State of Colorado, specifically authorized by CRS 29-1-203.

In addition, this MOU sets forth the intent of the signatories to participate in BATTLE.

Mission:
The mission of BATTLE is to thoroughly investigate reported auto theft crimes and auto theft-related crimes, apprehend criminals, recover property, and proactively prevent auto theft by utilizing:

- A multi-jurisdictional approach
- An alignment of partnership goals
- Innovative intelligence-led investigative techniques
- Agency collaboration and information sharing
- Data collection and analysis
- Community education and involvement
- Prosecutorial partnership within the judicial districts

Participation:
BATTLE is a part-time initiative designed to facilitate complex vehicle crime investigations. It is not intended to be a full-time task force requiring the assignment of personnel.

BATTLE will be activated when a member agency has a multi-jurisdictional auto theft investigation and requires additional personnel to properly investigate the case. Agencies requesting activation of BATTLE must be able to assign a minimum of one investigator or detective to participate in BATTLE operations. That investigator or detective will serve as the case agent for the operation. The requesting agency may provide a supervisor for the operation for

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the purpose of operational plan review.

BATTLE also utilizes proactive deployments to concentrate on operations aimed at locating stolen vehicles, identifying and apprehending suspects, and gathering intelligence and evidence for future investigations

BATTLE task forces will be regionalized into five areas. BATTLE South, BATTLE North, BATTLE West, BATTLE East, and BATTLE Southwest. Member agencies will be a partner in one of these five regional task forces.

Regional quarterly meetings will be held with the agency heads or designees who are expected to serve in an advisory role to the task force. At these meetings, the BATTLE Commander or designee will provide information on investigations within the previous quarter. The BATTLE Commander will also lead a discussion about investigative and arrest tactics being used and any new tactics being considered. The Regional BATTLE Coordinator will provide information on all training within the last quarter and equipment status and needs. Such briefings will also serve as a forum to address any issues of mutual concern to the participating agencies or provide guidance to the BATTLE Commander and Regional BATTLE Coordinator.

Supervision:
When multiple supervisors are participating in a BATTLE operation, only one predetermined supervisor will provide field supervision during the operational period including search and arrest warrant execution. Selection of that supervisor will be at the discretion of the BATTLE Commander. Operational plan review shall be conducted by the BATTLE Commander and may be reviewed by the Regional BATTLE Coordinator. Final approval or disapproval of the plan resides with the BATTLE Commander.

Composition:
BATTLE will consist of a combined law enforcement body from the participating agencies with the Colorado State Patrol as the lead agency. In addition, any additional participating agency that subsequently agrees to the terms of this MOU will support BATTLE. Each participating agency agrees to provide personnel to allow BATTLE to accomplish its mission.

Specific control of BATTLE members shall be retained by the respective parent agency head or designee, who will be kept informed of all investigative developments by their respective subordinates.

The Colorado State Patrol is the lead agency in BATTLE. The Captain of the Colorado State Patrol's Investigative Services Section will act as the BATTLE Commander. The Colorado State Patrol will assign a Chief Financial Officer for BATTLE.

The Regional BATTLE Coordinator will be a CSP Investigative Services Section Sergeant, or other designated supervisor, as assigned by the BATTLE Commander. The Regional BATTLE Coordinator will have field supervisory responsibility for all team members during BATTLE activities and will ensure that BATTLE Operational Guidelines are followed. The Regional BATTLE Coordinator will ensure that the regional BATTLE task force has the equipment, training, and support necessary to carry out its mission.

The Colorado Attorney General's Office will serve as legal advisor to BATTLE.

Liability:
Each participating agency acknowledges that applicable Colorado State laws govern liability for its employees while they are participating as a member of BATTLE. Liability for individual

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BATTLE members are the sole responsibility of each of the participating agencies or employees, and none of the agencies or employees waives or limits the benefits or protections afforded by the Colorado Governmental Immunity Act C.R.S. 24-10-101 *et seq* and Article XI of the Colorado Constitution. Liability shall not be the responsibility of BATTLE. Participating agencies and individual BATTLE members agree they will not be responsible or liable for acts performed by personnel of other member agencies while performing BATTLE activities.

Each participating agency will be provided with a copy of the Operational Guidelines for BATTLE. Each BATTLE member will be required to follow the rules and regulations of their parent agencies unless BATTLE guidelines are stricter. In the event of any conflict between any provision of this MOU and the Operational Guidelines, the provisions of this MOU shall control and prevail.

Each participating member remains an employee of their parent agency and each agency is responsible for salary, worker's compensation, and other benefits afforded their agency members.

Salary/Overtime:
The Colorado State Patrol will issue purchase orders that authorize the reimbursement of overtime incurred in furtherance of BATTLE objectives as outlined in the BATTLE Operational Guidelines. Overtime reimbursement is based on, and limited by, grant allocations.

Assignment of Cases:
All cases assigned or developed will be jointly investigated by BATTLE. The development of operational teams within BATTLE may be necessary to effectively accomplish the mission. Such teams will consist of a BATTLE member from the requesting agency and a Colorado State Patrol investigator and any additional detectives or investigators as needed.

The parties agree to work within the multi-jurisdictional spirit of the Colorado Auto Theft Prevention Authority (CATPA) legislation. All law enforcement actions will be coordinated and cooperatively carried out.

Deconfliction:
Use of the Regional Information Sharing Systems (RISSafe) Watch Center is mandatory for BATTLE operations to avoid conflicts with another agency or task force operation.

Records:
All BATTLE investigative records will be maintained in a secure location by the initiating agency which is the custodian of record. Copies of all documents generated by BATTLE with respect to an investigation shall be provided to the BATTLE Commander or his/her designee unless prohibited by that agency's regulations and/or applicable State or Federal law.

Classified information and/or documents containing information that identifies or tends to identify a BATTLE informant shall be maintained by the initiating agency in accordance with that agency's policies regarding intelligence and confidential informant handling.

Prosecutions:
The investigator, supervisor, appropriate district attorney, and the Colorado Attorney General's Office liaison will make a determination, on a case-by-case basis, whether a specific BATTLE investigation should be filed with the local district attorney or the State Attorney General's Office. The determination will be made at the earliest possible time based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of BATTLE.

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Incidents involving Team Members:
Should a BATTLE member be involved in a "critical incident" (deadly force encounter) relating to and in the scope of BATTLE duties, established critical incident teams will be utilized. Investigation of critical incidents that occur in areas without a critical incident team will be investigated by the agency having jurisdiction. Investigative assistance may be requested from the Colorado Bureau of Investigation as needed. The agency of the member involved in the incident will be responsible for conducting their own internal investigation.

Should BATTLE members from more than one agency become involved in an incident, participating agencies in this MOU agree to conduct independent investigations unless it is cooperatively determined by the appropriate supervisor(s) that a joint investigation would be in the best interest of the agencies involved.

However, if the agencies involved in an incident agree to conduct their own investigation, each agency agrees it will conduct its respective investigation in a manner that doesn't interfere with or hamper the investigation(s) of any other agency(s).

The primary BATTLE supervisor will notify the parent agency supervisor in any instance of a complaint against a BATTLE member arising from BATTLE duties. The parent agency is solely responsible for administrative investigations and complaint resolution for their employee and any disciplinary or corrective action will be the prerogative of the member's agency.

Investigative Methods:
The majority of BATTLE cases will be prosecuted at the State level. Therefore, BATTLE participants agree to conform to State standards concerning the collection, processing, and storage of evidence and electronic surveillance. In addition, the use of other investigative methods (i.e. search warrants and intercepts of oral communication) and reporting procedures in connection therewith will be consistent with the policies and procedures of the State of Colorado and each participating agency. Evidence will be maintained and processed by the initiating agency under that agency's established guidelines.

Specialized Equipment and Tactics:
Member agencies participating in the Beat Auto Theft Through Law Enforcement team (BATTLE) are authorized to utilize specialized equipment and employ tactical strategies in the pursuit of their objectives, provided that personnel using such equipment or tactics have undergone appropriate training and certification. Additionally, each participating agency is required to establish and adhere to a comprehensive policy governing the use of specialized equipment and tactics within their respective jurisdictions. This ensures that all operations conducted by BATTLE maintain the highest standards of safety, effectiveness, and adherence to legal protocols. The use of any specialized equipment or tactics shall be approved by the RegionalBATTLE Coordinator or operational supervisor.

Automated License Plate Readers
Member agencies participating in the Beat Auto Theft Through Law Enforcement team (BATTLE) may choose to work with any ALPR vendor. If the ALPR vendor selected has a signed vendor hotlist agreement with the Colorado State Patrol (CSP), then CSP can send the hotlist to the ALPR vendor on the agency's behalf. ALPR vendors will not be able to obtain the hotlist from CBI absent a hotlist agreement with a law enforcement agency. Therefore, ALPR vendors that do not have a vendor hotlist agreement with CSP will require the member agency to facilitate that connection.

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Undercover Operations:
All BATTLE operations will be conducted and reviewed in accordance with BATTLE Operational Guidelines and applicable State and Federal laws.

Officer safety is a top priority with multi-jurisdictional task forces. In the planning and execution of an undercover operation, first priority should be given to the safety of ALL persons, second priority to the security of the official funds, and third priority to the attainment of the investigative objective.

All investigators will have available with them the following equipment:

- Attire with Police, Agent, Sheriff, or Trooper Markings
- Department-approved firearm
- Flashlight
- Handcuffs
- Soft body armor
- Radio
- Cellphone
- Body-worn camera

BATTLE members will support each other's jurisdictional boundaries. When an ongoing investigation crosses jurisdictional boundaries, the initiating BATTLE member or BATTLE supervisor will communicate with a task force officer or other responsible member of the home agency to share information and intelligence, as well as work jointly to complete the investigation if warranted.

Informants:
Informant handling and documentation will be conducted in accordance with the initiating agency's policy. Informants will need to be registered with BATTLE and obtain a BATTLE number for tracking purposes.

No documents will be prepared or disseminated outside BATTLE that would identify or tend to identify an informant. When possible, the informant will be referred to by a code name or number so as not to reveal his/her identity.

If any information on a confidential informant (CI) becomes the subject of a discovery motion or court order in any State, Federal, or Local proceeding, all participating agencies agree that they will notify each other prior to disclosure. Each agency will attempt to protect the interests of the other participating agencies in addition to its own interests and those of the CI.

Each agency's designated supervisor for CIs will oversee all aspects of informant development, control, and management in furtherance of BATTLE investigations.

Vehicles:
All participating agencies agree to supply their members with a vehicle for use by their employees. Vehicles will only be driven by members of the parent agency, except in an emergency. The participating agency shall be responsible for expenses related to the operation and repair of that agency's vehicle.

Property:
Property and equipment of BATTLE will be properly maintained and cared for by BATTLE members. All capital equipment, defined as an item purchased at $5,000 or more using funds

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under a CATPA grant, must be inventoried prior to August 1 of each year. Any new capital equipment purchased under the conditions of this grant project shall be added to the inventory and submitted to the Regional BATTLE Coordinator upon receipt. Capital equipment becomes the property of the recipient agency and remains in its possession so long as it continues to be used for auto theft prevention activities in support of BATTLE and CATPA. All property and equipment shall be inventoried at least once per year by the Regional BATTLE Coordinator and said inventory reported to the BATTLE Commander prior to August 1 of each year.

Training:
Training for BATTLE members will be conducted quarterly. All BATTLE members must complete each quarterly training. Any deviation from this requirement must be approved by the BATTLE Commander and placed in the grant file. A Training Planning Report and lesson plan will be distributed prior to the training by each Regional BATTLE Coordinator or his/her designee. Once the training has been completed, the Regional BATTLE Coordinator or his/her designee will complete a Training Evaluation Report and submit the report to the BATTLE Commander within 15 days of the completion of the training.

At least one member from each agency that receives BATTLE funding must attend a minimum of six (6) of the twelve (12) monthly CATI meetings per year. The attendance may be in person or via weblink.

Media Relations:
The BATTLE Commander or his/her designee has the responsibility to coordinate the release of information to the news media and to the public through the Public Information Officer of the involved jurisdiction and the Colorado State Patrol Public Affairs Section.

Media inquiries made to individual participating agencies shall be referred to the BATTLE Commander. At major crime scenes or following major incidents, the BATTLE Commander or designee will coordinate with the Public Information Officer of the jurisdiction(s) involved to ensure appropriate and accurate news releases are made. The BATTLE Commander or designee will ensure that each member agency receives equal public recognition for publicized BATTLE operations.

Duration:
The term of this MOU is for three fiscal years beginning on July 1, 2024, and ending on June 30, 2027, or until the MOU is terminated by one of the parties, whichever occurs sooner. Any participating agency may withdraw from BATTLE at any time by written notification to the BATTLE Commander at least 30 days prior to withdrawal. Upon termination of the MOU, all equipment provided to a participating agency by BATTLE will be returned to BATTLE.

Modification:
This MOU, together with all exhibits attached hereto, constitutes the entire MOU between the agencies hereto, and all other representations or statements heretofore made, verbal or written, are merged herein. This MOU may be modified at any time by written consent of all participating agencies through the BATTLE Commander. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

Forfeitures:
The processing of seized assets for forfeiture obtained during BATTLE operations will be the responsibility of the agency filing the criminal case. Asset forfeitures will be conducted in

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accordance with rules and regulations set forth by the Federal government and/or the State of Colorado and BATTLE Operational Guidelines. Participating agencies agree to recommend that any recoverable forfeiture, attributable to a BATTLE investigation, may be transferred to the Colorado Auto Theft Prevention Authority under the guidelines established in C.R.S. 42-5-112 (4)(a), and in compliance with the Colorado Civil Forfeiture Statute, C.R.S. 16-13-311 et seq.

Specific Requirements:
Participating agencies will have at least one representative participate in the annual kick-off meeting and each quarterly briefing scheduled during the task force operational period.

Participating agencies will provide the Regional BATTLE Coordinator with information for their point of contact person. If the participating agency's point of contact changes, that agency will provide new point of contact information to the Regional BATTLE Coordinator within two weeks of the change. The Regional BATTLE Coordinator will then make notice of the change to the BATTLE Commander.

Participating agencies will be provided an electronic, monthly reporting template to capture BATTLE-related statistics. Participating agencies will provide the Regional BATTLE Coordinator with a completed monthly report, by the 15th day of the month following the reporting month. A total of twelve (12) monthly reports shall be provided to the Regional BATTLE Coordinator in this manner during the grant period. The Regional BATTLE Coordinator will then forward each monthly report to the BATTLE Commander.

Miscellaneous Provisions:
It is specifically agreed among the agencies that this MOU is not intended by any of its terms, provisions, or conditions to create in the public or in any individual member of the public a third-party beneficiary relationship or to authorize any person not a party to this MOU to maintain suit for personal injuries or property damage pursuant to the terms, conditions or provisions of this MOU.

The headings of the several articles and sections of this MOU are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any provisions of this MOU and shall not be construed to affect in any manner the terms and provisions or the interpretation or construction of the MOU.

This Memorandum of Understanding may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together, shall constitute one instrument.

The agencies represent or warrant to each other that they have all the necessary authority to enter into this MOU and to perform their obligations hereunder.

Participating Agency signature(s)
By signing this Memorandum of Understanding your agency agrees to conditions set forth in the memorandum and the Operational Guidelines for the Beat Auto Theft Through Law Enforcement Team.

City of Pueblo, Pueblo Police Department

Agency
Please print Agency Name

Docusign Envelope ID: 6C8B8FC5-04F0-4A65-8EBD-050AEAF7BF25

Signed by:
Heather Graham
3A85950B7BCA462...

Name
Authorized Signature
Date: 9/24/2024 | 2:33 PM MDT

Lieutenant Colonel Joshua Downing
Colorado State Patrol
Date: 09/26/2024

Date: July 20, 2026

Pueblo Police Department
Project Director Sergeant Eric A. Gonzales
Transmitted by Electronic Mail

RE: BATTLE Funding Award Letter for State Fiscal Year (SFY) 2027

Dear Sergeant Eric A. Gonzales,

On behalf of the Colorado State Patrol (CSP), it is my pleasure to congratulate you on receiving a funding award as a partner agency of the Beat Auto Theft Through Law Enforcement (BATTLE) Task Force.

The Pueblo Police Department has been awarded **$125,059.00** for the SFY27 grant cycle as a partner agency. The grant period is **July 1, 2026**, **through June 30, 2027**. This award is subject to all financial and administrative requirements of the Colorado Auto Theft Prevention Authority (CATPA), including requirements outlined in the Office of Justice Programs Financial Guide, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, and the timely submission of all financial reports.

Enclosed in this packet is the Award Funding agreement, the grant budget, and a checklist for BATTLE payment submissions. To officially accept the award, we request that your authorized official **initial each page** and sign the Award Funding agreement and return to CSP via the following email: battlepayments@state.co.us.

Please return your signed Funding Award agreement **no later than 10 days after receipt of this letter**. Failure to sign your award may result in a delayed start date as well as reimbursements.

Please contact Captain Wesley Kartus at wesley.kartus@state.co.us or 303-277-8660 or Charla Phagan at charla.phagan@state.co.us or 720.-879-8030 if you have any questions. We look forward to working with you in the fight against auto theft!

Best Regards,

Wesley, Kartus
Captain, Colorado State Patrol
BATTLE Project Director
Charla Phagan, Grants Manager

Colorado State Patrol
Statement of Funding Award

Partner Agency Name:	Pueblo Police Department
Project Director:	Sergeant Eric A. Gonzales
Financial Officer:	Kayleigh McKenzie
Project Director Address:	200 S Main Street, Pueblo, CO 81003
Grant Number:	FY27PBLPD
Date of Issue:	July 1, 2026
Total Approved Budget:	$125,059.00
Grant Period:	July 1, 2026 through June 30, 2027
BATTLE Region:	**SOUTH**

Partner Agency Approved Budget

Pueblo PD - SFY27 BATTLE 07.01.2026			
BUDGET CATEGORY	ORIGINAL/CURRENT	REVISION	REVISED CURRENT
Overtime	$125,059.00		$125,059.00
Supplies & Operating			
Travel	0	0	0
Equipment	0	0	0
TOTAL	**$125,059.00**	**$0.00**	**$125,059.00**

Line Item Qualifying Expenses

- **Overtime – Overtime hours and rate only**. The following will not be reimbursed: Straight time, vacation/annual leave, sick leave, holiday, compensatory**.**

Note:

- A CDPS Purchase Order authorizing CSP to reimburse the Partner Agency for expenditures in support of the BATTLE mission will be issued as soon as possible on or after July 1, 2026. Any expenditures prior to issuance of the Purchase Order will not be reimbursed.
  - Overtime for BATTLE Operations may not commence prior to the Partner Agency receipt of their SFY27 Purchase Order or has been notified in writing by their Regional Director that the Purchase Order is in effect.
  - Expenditures in any other approved budget categories may not be incurred prior to the Partner Agency receipt of their SFY27 Purchase Order or has been notified in writing by their Regional Director that the Purchase Order is in effect.
- Personnel Expense-OT backup documentation includes proof of payment (paystub or payroll report), timesheets signed by employee and supervisor.
- Supplies & Operating Expense backup documentation includes an invoice with authorization for payment and a receipt or other form of proof of payment.
- Equipment Expense backup documentation must include a current quote AND an invoice as well as proof of payment.

See Check List for BATTLE Payment Submissions for greater detail on documentation requirements (Exhibit A).

Special Conditions and Requirements

Multipart document and Additional Requirements

1. The Partner Agency affirms that the agreement consists of a multipart document: the award letter, Funding Award and associated special conditions, required performance metrics, and signatures of persons authorized to sign on behalf of the partner agency.

2. The Partner Agency agrees to comply with **all** requirements, conditions, and regulations as detailed in the enclosed Funding Award document. The authorized official must initial at the bottom of each page of the enclosed Funding Award document where indicated.

3. The Partner Agency affirms that their financial system of record and associated technology is fully adequate to support and document the separate tracking and allocation of all BATTLE grant expenditures and revenues, especially, but not limited to, defining overtime hours worked and overtime rate paid in relation to straight time hours worked and rate paid.

Financial Reporting Requirements

1. **Budget Modification Request** - Grant activities must match the approved budget included with this document. The partner agency must secure prior written approval from CSP if there is a requested change in any budget category. Failure to seek prior consent may result in the denial of reimbursement. The Partner Agency shall submit a Budget Modification form to the BATTLE Regional Coordinator requesting a revision in the Funding Award budget. The Partner Agency shall not make any changes in the budget line items or purchase equipment or other supplies until they have received authorization from the BATTLE Regional Coordinator. Reimbursement of any expenditures made by the Partner Agency without prior written authorization shall not be reimbursed through BATTLE funds and the Partner Agency shall absorb that cost.

2. **Invoicing** - The Partner Agency agrees to submit **monthly reimbursement** requests on the Excel invoice workbook with backup documentation for reimbursement. The Partner Agency must submit the invoice workbook even if it is a zero-dollar claim no later than fifteen (15) days following the end of a calendar month. Appropriate documentation for all expenditures must accompany reimbursement requests. GMO will only approve reimbursement of actual, supported, and allowable expenses. Only financial-related documents are emailed to the BATTLE address. Any operational reports or other related working information are sent to BATTLE Regional Coordinator and not through the BATTLE email address.

   All invoices and overtime payroll must be paid by SFY June 30, 2027. Final reimbursement requests must be completed and submitted to CSP GMO within ten (10) days after June 30, 2027. Reimbursement requests received beyond this time will be subject to denial.

3. **Monitoring** - The CSP will monitor the Partner Agency's performance obligations under this Award Letter using procedures determined by the State of Colorado policies and procedures. In its sole discretion, CSP shall have the right to change monitoring procedures and requirements at any time during the term of this SFY27 grant period. The CSP shall monitor the Partner Agency's performance in a manner that does not unduly interfere with the Partner Agency's performance of grant work.

   As the grant's fiscal agent, CSP shall monitor Partner Agency, including desk reviews, agency visits, and phone interviews. The Partner Agency shall be notified at least thirty (30) days in advance of any scheduled monitoring visits. As a recipient of these funds, the Partner Agency agrees to cooperate with and respond to any requests for information about your award within fifteen (15) days of audit notification.

   If the CSP identifies any audit finding(s), the Partner Agency will have the opportunity to make provisions to correct the finding(s). Any false statements or claims with the awarded funds may result in fines, imprisonment, or any other remedy available by law.
   The Partner Agency has the right to protest any audit findings. All protests must be in writing and sent to the BATTLE Project Director and the Financial officer.

4. **Funding from Multiple Sources** - The recipient understands and agrees to notify CSP if it receives, from any other sources, funding for the same items or services also funded under this award. The Partner Agency shall not supplant awarded funds with city and county funds already budgeted for the same purpose. If CSP determines there is supplanting of funds, award funds will be revoked and all expended funds shall be returned to CSP within thirty (30) days.

5. **Capital Equipment** – Capital equipment is any item purchased at **$5,000 per unit or more** using funds under a CATPA grant. The retention period ends when the value of the equipment has depreciated to **less than $5,000 per unit** or the equipment is older than five (5) years, whichever comes first.

A. *Capital Equipment Ownership*. Capital equipment becomes the property of the recipient agency approved in the Funding Award and remains in possession of the original agency so long as it continues to be used for auto theft prevention activities as approved by the CATPA Office. If the equipment retention period has not expired and the equipment is no longer needed or used for auto theft prevention activities, BATTLE retains the right to reallocate the equipment for auto theft prevention.

B. *Inventory of Capital Equipment*. Under this agreement, the Partner Agency's inventory of capital equipment shall occur during the retention period by the BATTLE Project Director. A complete equipment inventory list is maintained by the BATTLE Project Director. The Partner Agency shall submit its inventory list to the BATTLE Regional Coordinator upon request of the BATTLE Project Director.

C. *Purchase of New Capital Equipment*. Stickers indicating the purchased equipment is through grant funding will then be supplied by GMO. The stickers must be attached to the equipment (near the serial number) and remain so until disposition of the Capital Equipment

D. Inventory Removal of Capital Equipment. The Partner Agency shall make a written request for removal of capital equipment, along with a completed CATPA Grant Equipment Inventory Removal Certification Form and send it to the BATTLE Regional Coordinator. Request to remove capital equipment from the CATPA inventory is approved on any of the following conditions:

i. Equipment Lapses Retention Period. Equipment may be removed when the purchase date is five (5) or more years past, regardless of the equipment's actual purchase price or depreciated value.

ii. Equipment Value is **Less than $5,000 per unit**. Equipment may be removed from inventory when it has depreciated to a value **less than $5,000**. In such cases, the Partner Agency shall provide documentation on the justification for the depreciation and send it to the BATTLE Regional Coordinator. CSP and CATPA recognize generally accepted accounting principles and encourage the Partner Agency to use the straight-line depreciation method. Guidance on the straight-line depreciation method is in the FY27 CATPA Grant Manager's Guidance Manual.

iii. Equipment Loss, Theft, or Damage. Equipment reported as lost, stolen, or otherwise damaged beyond its serviceable use, may be removed from inventory. In such cases, the Partner Agency must submit a written report narrating the equipment loss, theft, or damage circumstances.

iv. Equipment Trade or Sale. Equipment may be removed from the inventory list when it is determined that the trade or sale of the equipment is beneficial for the Partner Agency. Any funds acquired during an approved sale of equipment shall be returned to CSP and reflected on the Financial Payment Reimbursement Request Form.

iv. Equipment Transfer. The transference of equipment may occur if the Partner Agency no longer needs or uses it. The CATPA Board will have final authority in approving requests for equipment transfers and reflected on the Partner Agency's inventory.

Other Terms and Conditions

1. **Change of Personnel -** The partner agency agrees to promptly give written notification to CSP of any changes in the authorized official, project director, financial officer, or grant-funded personnel.

2. **Partner Agency Records and Retention**

A. *Record Retention* – The funds received in this Funding Award are for one year (the Grant Period). The Partner Agency shall maintain all funding related records for a period of **five (5)** years following the last day of the grant period. If there is any litigation, claim, or audit related to this Funding Award then retention starts before the expiration of the Record Retention requirement, this period shall extend until resolution of litigations, claims, or audit findings and final action taken by the CSP. For equipment records, the Record Retention Period shall be **five (5)** years following the purchase of such property.

B. *Records Inspection and Maintenance* – The Partner Agency must make, keep, maintain a complete file of all records, documents, communications, notes, and other materials which can be written or electronic. The record should include files and communications about the Funding Award work or the delivery of services and goods hereunder. The records shall be available for inspection and monitoring by CSP.

The Partner Agency shall permit CSP to audit, inspect, examine, copy and transcribe Partner Agency records during the Record Retention period. Partner Agency shall make its records available during regular business hours at Partner Agency's office or place of business or at other mutually agreed upon times or locations. The Partner Agency will receive no fewer than two (2) Business Days' notice from the CSP unless CSP determines that a shorter period of notification, or no warning, is necessary to protect the interests of the CSP.

3. **Discrimination** - As a condition of receipt of state funds, you acknowledge and agree that you will not, on the grounds of race, color, religion, national origin, sex, or disability, unlawfully exclude any person from participation in, deny the benefits of, or employment to any person, or subject any person to discrimination in connection with any programs or activities funded in whole or in part with state funds. You will also not discriminate in the delivery of benefits or services based on age. These civil rights requirements are found in the non-discrimination provisions of Title VI of Civil Rights Act of 1964, as amended (42 U.S.C. §2000d); the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. §3789d); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794); and the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101).

4. **Equal Employment Opportunity** - The Partner Agency must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E).

5. **Sub-awarding Partner Agency Funds** - The Partner Agency shall not subaward or pass through to another entity these funds such as, but not limited to, public and private agencies, nor to any persons.

6. **Criminal Law Violations** - Subrecipients must timely disclose in writing to the BATTLE Project Director all state and federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded state funding. Failure to make required disclosures can result in any remedies, including suspension or revoking awarded funds.

7. **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 Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and

(iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

C. Other Entity Access and Nondisclosure Agreements

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

D. 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.

E. 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.

F. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share ny PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, an annual basis Contractor's duty and obligation to certify as set forth in Exhibit __ shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

8. **CONFLICTS 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.

9. 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.

10. 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.

11. 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 the CATPA Board or an official designated by the Department of Public Safety by Grantee for resolution.

12. **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 §13.

13. **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.

Return:

The Partner Agency will sign a copy of the Funding Award and return the agreement to the CSP BATTLE email. Once CSP obtains all signatures, the Partner Agency will receive a copy of this agreement.
The parties hereto have executed this binding Funding Award.

Persons signing for Partner Agency hereby swear and affirm that they are authorized to act on Partner Agency's behalf and acknowledge that the Colorado State Patrol relies on their representations to that effect. The Funding Award may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery as a scanned ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such facsimile or ".pdf" signature page was an original thereof.

PARTNER AGENCY	COLORADO STATE PATROL
_____	
Legal Name of Partner Agency	
_____	_____
Name of Official, Title	Wesley Kartus, Captain BATTLE Project Director
	7/17/2026
_____	
Date Signed	Date signed

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 10, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE AUTHORIZING THE DISPOSITION BY DONATION OF CERTAIN SURPLUS PERSONAL PROPERTY OF PUEBLO, A MUNICIPAL CORPORATION, TO THE CITY OF CHIHUAHUA, STATE OF CHIHUAHUA OF THE UNITED MEXICAN STATES

SUMMARY:

Attached is an Ordinance authorizing the donation of surplus fabric duty pouches and loose hook and loop fastener stock, no longer used or needed by the Pueblo Police Department, to the City of Chihuahua, State of Chihuahua, Mexico, for the use of its municipal police agency pursuant to Section 1-11-3(b)(1) of the Pueblo Municipal Code. The property consists of one hundred twelve (112) fabric pouches and a quantity of fastener stock removed from decommissioned ballistic vests. The City receives no payment.

PREVIOUS COUNCIL ACTION:

On May 24, 2021, City Council adopted Ordinance No. 9937, approving an Agreement to Donate Property and Release of Claims transferring surplus self-contained breathing apparatus and related equipment from the Pueblo Fire Department to the City of Chihuahua.

On April 10, 2017, City Council adopted Resolution No. 13657, approving the donation of one hundred expired and decommissioned ballistic vests to the City of Chihuahua and its police department.

On May 11, 2015, City Council adopted Resolution No. 13224, approving an equipment donation agreement transferring a surplus fire pumper, an air compressor and fill station, and twenty-eight self-contained breathing apparatus bottles to the City of Chihuahua.

On March 24, 1997, City Council adopted Resolution No. 8095, approving an

equipment sale agreement transferring two used fire trucks to the City of Chihuahua.

BACKGROUND:

The City of Pueblo and the City of Chihuahua, Chihuahua, Mexico, are sister cities. The relationship predates April 22, 1991, when City Council adopted Resolution No. 6732 reciting that members of the Sister City Commission had visited Chihuahua in a sister city capacity and that Pueblo City Council desired to maintain and further develop the relationship. Council has since approved successive written agreements formalizing the relationship, including the agreement approved by Resolution No. 13038 on August 25, 2014, the Sisterhood Agreement dated April 28, 2017 approved by Resolution No. 13777, and a further Cooperation Agreement approved by Ordinance No. 10507 on July 10, 2023.

Article III of the April 28, 2017 Sisterhood Agreement addresses public safety directly. Under that Article the parties commit to promote training, advice on best practices, courses and coaching to acquire new techniques and methodologies to optimize the police and fire services, and to promote donations of equipment for those sectors. The four transfers listed above were made under that framework.

The Training Unit of the Pueblo Police Department has identified the following items as no longer used or needed: twenty-two (22) radio pouches, twenty-four (24) flashlight pouches, twenty-four (24) OC spray pouches, nineteen (19) handcuff pouches, and twenty-three (23) magazine pouches, in mixed navy and black fabric, together with loose hook and loop fastener stock removed from decommissioned ballistic vests. The fastener stock is uncut and is not configured to fit any particular vest carrier. No item bears a serial number, and no item has a unit cost in excess of fifty dollars ($50.00), so none appears on the record of non-expendable property maintained under Section 7-28(g) of the City Charter.

Unlike the equipment transferred in 2015, 2017, and 2021, none of this property is expired, decommissioned, or withdrawn from service for safety reasons. The items are serviceable and are surplus only because the Department no longer needs them.

Sergeant Ortega of the Pueblo Police Department will deliver the property to the receiving agency, the Direccion de Seguridad Publica Municipal of the City of Chihuahua.

FINANCIAL IMPLICATIONS:

The City of Pueblo receives no payment. The property is of nominal value. No appropriation is required and the Ordinance creates no ongoing cost obligation.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the property cannot be donated. The Purchasing Agent would dispose of it by sealed bid sale under Section 7-28(f) of the City Charter, or the Police Department would continue to hold it in storage. Neither course produces meaningful revenue for the City, and neither serves the sister city relationship.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Chihuahua Donation Delivery Receipt

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE DISPOSITION BY DONATION OF CERTAIN SURPLUS PERSONAL PROPERTY OF PUEBLO, A MUNICIPAL CORPORATION, TO THE CITY OF CHIHUAHUA, STATE OF CHIHUAHUA OF THE UNITED MEXICAN STATES

WHEREAS, all matters addressed in this Ordinance are expressly and specifically declared to be local and municipal matters under Article XX of the Colorado Constitution, as set forth in Section 1-11-1 of the Pueblo Municipal Code; and

WHEREAS, Section 1-11-3(b)(1) of the Pueblo Municipal Code empowers the Pueblo City Council, by ordinance adopted at any regular meeting of the City Council and upon such terms and conditions as the City Council may determine, to sell and dispose of any personal property owned by the City; and

WHEREAS, the City of Pueblo and the City of Chihuahua, Chihuahua, Mexico, are sister cities, and the relationship predates April 22, 1991; and

WHEREAS, the Pueblo City Council has approved successive written agreements formalizing the relationship, including the Sisterhood Agreement dated April 28, 2017, approved by Resolution No. 13777, which by its terms remains in effect indefinitely, and a further Cooperation Agreement approved by Ordinance No. 10507 on July 10, 2023; and

WHEREAS, under Article III of the Sisterhood Agreement dated April 28, 2017, the parties commit to promote training, advice on best practices, courses and coaching to optimize the police and fire services, and to promote donations of equipment for those sectors; and

WHEREAS, the Pueblo Police Department has determined that the personal property described in Section 1 of this Ordinance is surplus and is no longer used or needed by the Department; and

WHEREAS, no item of the property bears a serial number, no item has a unit cost in excess of fifty dollars ($50.00), and no item appears on the record of non-expendable property maintained under Section 7-28(g) of the City Charter; and

WHEREAS, the City Council finds and determines that the disposition of the property by donation to the City of Chihuahua serves a public purpose of the City by carrying out a commitment made in the Sisterhood Agreement and by sustaining a cooperative public safety relationship from which the City has drawn training and professional exchange benefits. NOW, THEREFORE,

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

SECTION 1.

The following personal property owned by the City of Pueblo and held by the Pueblo Police Department is hereby declared surplus and no longer used or needed by the City:
(a) Twenty-two (22) fabric radio pouches;
(b) Twenty-four (24) fabric flashlight pouches;
(c) Twenty-four (24) fabric OC spray pouches;
(d) Nineteen (19) fabric handcuff pouches;
(e) Twenty-three (23) fabric magazine pouches; and
(f) Loose hook and loop fastener stock removed from decommissioned ballistic vests, uncut and

not configured to fit any particular vest carrier.

SECTION 2.

The disposition of the property described in Section 1 of this Ordinance, by donation and without consideration, to the City of Chihuahua, State of Chihuahua of the United Mexican States, for the use of its Direccion de Seguridad Publica Municipal, is hereby approved and authorized. The property is transferred in its current condition, as is, without warranty of any kind, and the fastener stock described in Section 1(f) is not represented as suitable for use with any protective equipment.

SECTION 3.

The Chief of Police is directed to obtain, from an authorized representative of the receiving agency, a written receipt identifying the property delivered, its intended use, and the date of delivery, and to file a copy of the receipt with the Purchasing Agent.

SECTION 4.

The officers and staff of the City of Pueblo are authorized to perform any and all acts consistent with the intent of this Ordinance to effectuate the disposition described herein.

SECTION 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

RECEIPT FOR DONATED PROPERTY
RECIBO DE BIENES DONADOS

This receipt records delivery of the personal property described below, donated by Pueblo, a municipal corporation, to the City of Chihuahua, State of Chihuahua of the United Mexican States, under Ordinance No. _____, adopted _____.

Item	Quantity	Received
Fabric radio pouches	22	
Fabric flashlight pouches	24	
Fabric OC spray pouches	24	
Fabric handcuff pouches	19	
Fabric magazine pouches	23	
Loose hook and loop fastener stock		

Intended use of the property:

_____

_____

The property is accepted in its current condition, as is, without warranty of any kind. The hook and loop fastener stock was removed from decommissioned ballistic vests and is not represented as suitable for use with any protective equipment.

Delivered on behalf of Pueblo:

_____ Date: _____
Name and title

Received on behalf of the City of Chihuahua:

_____ Date: _____
Name and title
Agency: _____

File a copy of this receipt with the Purchasing Agent.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 10, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO STEAM WORKS DBA SOUTHERN COLORADO SCIENCE CENTER DBA LEONARDO DA VINCI MUSEUM OF NORTH AMERICA, A COLORADO NONPROFIT CORPORATION AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME; ESTABLISHING PROJECT NO. ED2602 - LEONARDO DA VINCI MUSEUM; AND BUDGETING AND APPROPRIATING $885,000 FROM THE UNENCUMBERED FUND BALANCE OF THE 1992-2031 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND TO PROJECT NO. ED2602 - LEONARDO DA VINCI MUSEUM

SUMMARY:

Attached is an Ordinance approving an Economic Development Agreement between the City of Pueblo (“City”) and Pueblo STEAM Works dba Southern Colorado Science Center dba Leonardo da Vinci Museum of North America (“Museum”), budgeting and appropriating $885,000 from the unencumbered fund balance of the 1992-2031 Sales and Use Tax Capital Improvement Projects Fund to Project No. ED2602 - Leonardo da Vinci Museum.

PREVIOUS COUNCIL ACTION:

On February 24, 2025, City Council by Ordinance No. 10906 approved a Lease Agreement with the Museum which leases the patio area adjacent to the Pueblo Convention Center to the Museum for use as an outdoor café.

BACKGROUND:

The Museum has been working with the City, Pueblo Urban Renewal and other local partners over the last several years to bring the Leonardo da Vinci Museum to Pueblo. The Museum will be the first and only permanent display of Leonardo da Vinci’s art and machines in North America pursuant to a ten-year exclusivity agreement with the

Artisans of Florence, Italy, who own the rights to the works. In addition, the Museum will house a STEAM Works interactive exhibit. The Museum has developed educational programs to supplement public and home-school curriculums on Fridays, weekends and school breaks.

To date, the Museum has secured approximately $1.8 million in philanthropic investment to support development of the project, including planning, early infrastructure, programming, and exhibit design. The Economic Development Agreement proposed will support final-stage capital, operation, and programmatic investments necessary for a successful launch and long-term sustainability. Funds will be used for interior buildout of the café and gift shop, furnishings, technology and security systems, marketing, and expansion of the STEAM programming. The Economic Development Agreement proposed provides for a total payment of $885,000 for Place Making as defined by Section 14-4-85.1(6.5).

The Museum will establish and operate an international destination-based cultural and educational attraction, producing immersive STEAM exhibits, interactive learning experiences, and year-round programming designed to attract local, regional, and out-of-state visitors along the Pueblo Riverwalk, neighboring businesses, and general downtown area. As such, the Museum will substantially benefit the public, become an economic driver for the community and region, and enhance the City's tax base. Since opening in June 2026, the Museum has welcomed more than 7,000 visitors from 39 states and 7 countries. More than half of the visitors traveled from outside of Pueblo with 13% of those visiting from outside of Colorado or internationally.

FINANCIAL IMPLICATIONS:

If approved, the $885,000 will be paid out of the half cent sales tax fund. The $885,000 allocated for Place Making, together with all other Place Making, Economic Catalyst, and Economic Leakage expenditures within the calendar year 2026 today, will not exceed the fifteen percent (15%) aggregate annual cap set forth in Section 14-4-85.3(b)(9) of the Pueblo Municipal Code.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the Economic Development Agreement will not be approved.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Da Vinci Economic Development Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO STEAM WORKS DBA SOUTHERN COLORADO SCIENCE CENTER DBA LEONARDO DA VINCI MUSEUM OF NORTH AMERICA, A COLORADO NONPROFIT CORPORATION AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME; ESTABLISHING PROJECT NO. ED2602 - LEONARDO DA VINCI MUSEUM; AND BUDGETING AND APPROPRIATING $885,000 FROM THE UNENCUMBERED FUND BALANCE OF THE 1992-2031 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND TO PROJECT NO. ED2602 - LEONARDO DA VINCI MUSEUM

WHEREAS, the City collects a one-half-percent sales and use tax dedicated to primary-job-creating capital improvement projects within the City and the Pueblo Memorial Airport boundaries, with revenues deposited into the 1992-2031 Sales and Use Tax Capital Improvement Projects Fund (the "Fund"), most recently extended by voter-approved Ordinance No. 11001, effective November 5, 2025;

WHEREAS, the criteria, standards, and procedures for appropriation and expenditure of Fund revenues are codified in Chapter 4 of Title XIV of the Pueblo Municipal Code ("PMC"), as amended, including most recently by Ordinance No. 11125, effective February 24, 2026 (the "Criteria"); and

WHEREAS, on April 8, 2026, the Museum submitted an application for economic incentives to the City, which included a Project Narrative, a Strategic Business Plan dated July 31, 2024, and a Projected Economic Impact Analysis; and

WHEREAS, on July 23, 2026, the Museum supplemented its application and requested an economic development incentive in the amount of $885,000 from the Fund to assist with the completion of The Leonardo da Vinci Museum of North America; and

WHEREAS, the Museum will establish and operate an international destination-based cultural and educational attraction, producing immersive STEAM exhibits, interactive learning experiences, and year-round programming designed to attract local, regional, and out-of-state visitors along the Pueblo Riverwalk, neighboring businesses, general downtown area; and

WHEREAS, by Resolution No. 1 effective May 18, 2012, the Colorado Economic Development Commission approved the dedication of state sales tax increment revenue to the "Pueblo Professional Bull Riders University and Heritage of Heroes Project" under the Colorado Regional Tourism Act, C.R.S. §§ 24-46-301 *et seq.,* and the Museum is located within the Regional Tourisms Zone described in Exhibit A to said Resolution No. 1 and furthers the cultural tourism objectives of that Project, including the attraction of out-of-state visitors to downtown Pueblo and the Historic Arkansas Riverwalk; and

WHEREAS, City Council, having reviewed the Museum's application materials, finds under PMC § 14-4-85.3(b)(1) that the project described therein is not speculative and that the Museum has demonstrated the financial ability and experience necessary to complete and operate the project; and

WHEREAS, City Council finds under PMC § 14-4-85.3(b)(4) that the Museum's location and operations are consistent with the City's long-range planning by drawing visitors to the

Pueblo Riverwalk corridor with a year-round cultural tourism attraction; and

WHEREAS, City Council finds that the Museum does not substantially compete with any existing activity or business within the City because the international nature, breadth, and scope of this project is unlike and distinct from any other museum currently existing in Pueblo; and

WHEREAS, City Council further finds that the Museum falls within the definition of Place Making pursuant to PMC §14-4-85.1(6.5) and therefore, qualifies for funds pursuant to PMC §14-4-85.5(a)(1) and the amount of the incentive to be paid to the Museum will not exceed the fifteen percent (15%) aggregate annual cap set forth in PMC §14-4-85.3(b)(9); and

WHEREAS, WHEREAS, while PMC § 14-4-85.3(b), § 14-4-85.3(c), and § 14-4-85.9(a) contemplate Council approval by resolution, approval of the underlying Agreement is required to be by ordinance under Charter § 3-9, and Council intends this Ordinance to constitute the approval contemplated by the foregoing PMC sections, having satisfied the procedural requirements of ordinance adoption. NOW THEREFORE,

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

SECTION 1.

The Economic Development Agreement ("Agreement"), between the City of Pueblo, a Colorado municipal corporation, and Pueblo STEAM Works dba Southern Colorado Science Center dba Leonardo da Vinci Museum of North America, a Colorado nonprofit corporation, having been approved as to form by the City Attorney is hereby approved. The Mayor is authorized to execute and deliver the Agreement in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 2.

Funds in the amount of Eight Hundred Eighty-Five Thousand Dollars ($885,000) are hereby budgeted and appropriated, and authorized to be transferred, expended, and made available out of the 1992-2031 Sales and Use Tax Capital Improvement Projects Fund for the purposes described in the Agreement.

SECTION 3.

The officers and staff of the City are authorized and directed to perform any and all acts consistent with this Ordinance and the attached Agreement which are necessary or desirable to effectuate the transactions described therein.

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT ("Agreement") is entered into this 24th day of August, 2026 ("Effective Date") by and between the City of Pueblo, a Colorado municipal corporation (the "City") and Pueblo STEAM Works dba Southern Colorado Science Center dba Leonardo da Vinci Museum of North America, a Colorado nonprofit corporation (the "Museum"). The Museum and the City are referred to collectively in this Agreement as the "Parties" and individually, without differentiation, each as a "Party."

WHEREAS, the City collects a one-half-percent sales and use tax dedicated to primary-job-creating capital improvement projects within the City and the Pueblo Memorial Airport boundaries, with revenues deposited into the 1992-2031 Sales and Use Tax Capital Improvement Projects Fund (the "Fund"), most recently extended by voter-approved Ordinance No. 11001, effective November 5, 2025;

WHEREAS, the criteria, standards, and procedures for appropriation and expenditure of Fund revenues are codified in Chapter 4 of Title XIV of the Pueblo Municipal Code ("PMC"), as amended, including most recently by Ordinance No. 11125, effective February 24, 2026 (the "Criteria");

WHEREAS, on April 8, 2026, the Museum submitted an application to the City, which was subsequently amended on July 23, 2026, requesting an economic development incentive in the amount of $885,000 from the Fund to assist with the completion of The Leonardo da Vinci Museum of North America; and

WHEREAS, the Museum included with its application a Project Narrative, a Strategic Business Plan dated July 31, 2024, and a Projected Economic Impact Analysis; and

WHEREAS, the City has reviewed and approved the application;

NOW THEREFORE, in consideration of the following representations and mutual promises, covenants and conditions contained herein, the Parties agree as follows:

Article 1 – Recitals and Findings.

1.01 The Museum will establish and operate an international destination-based cultural and educational attraction, producing immersive STEAM exhibits, interactive learning experiences, and year-round programming designed to attract local, regional, and out-of-state visitors along the Pueblo Riverwalk;

1.02 The Museum's attraction will generate year-round economic activity to the Pueblo Riverwalk, neighboring businesses, general downtown area, and greater Pueblo region through events, educational programming, and on-site amenities;

1.03 The Museum is located within and in furtherance of the Colorado Regional Tourism Act Project known as "Pueblo Professional Bull Riders University and Heritage of Heroes Project" and subject to Resolution No. 1 effective May 18, 2012, as amended to date.

1.04 The Museum has already hired 14 full-time equivalent employees and since opening in June 2026 it has served over 7,000 visitors from 39 states and 7 countries consistent with the goals of the Regional Tourism Project and therefore, City Council finds the Museum fits the Criteria set forth in PMC §§ 14-4-85.1 et seq.

1.05 City Council finds the Museum is a public benefit that will be an economic driver for the community and region and that will enhance the City's tax base.

1.06 City Council finds that the Museum does not substantially compete with any existing activity or business within the City because the international nature, breadth, and scope of this project is unlike and distinct from any other museum currently existing in Pueblo.

1.07 City Council further finds that the Museum falls within the definition of Place Making pursuant to PMC §14-4-85.1(6.5) and therefore, qualifies for Funds pursuant to PMC §14-4-85.5(a)(1). The amount of the incentive to be paid to the Museum will not exceed the cap set forth in PMC §14-4-85.4(9).

Article 2 – Definitions.

2.01 The following terms as used in this Agreement shall have the following meaning unless the context clearly indicates otherwise:

"Facility" means the portion of the Pueblo Convention Center leased from the Pueblo Urban Renewal Authority pursuant to the Lease dated February 3, 2025, and adjacent sidewalk leased from the City of Pueblo pursuant to the Lease Agreement dated February 1, 2025, wherein Museum will conduct its business operations.

"Place Making Commitment Date" means February 25, 2028.

"Quarter" means three consecutive calendar months commencing January 1, April 1, July 1 and October 1 of each calendar year.

"Repayment Obligation" means the total amount advanced to Museum by the City for the Place Keeping Incentive ($885,000).

"Repayment Reduction" means for each Quarter an amount equal to the Total Funds Advanced *divided by* 28 (i.e. the number of Quarters in the Repayment Period). For example, if the Total Funds Advanced equals $885,000, the Repayment Reduction would be $885,000.00 ÷ 28

= $31,607.15

Article 3 – Term and Program.

3.01 The Term of this Agreement shall be for seven (7) years beginning on the Place Making Commitment Date and terminating on February 25, 2035, unless sooner terminated pursuant to the terms of this Agreement.

3.02 During the Term of this Agreement, the Museum covenants and agrees to continuously operate as a destination-based cultural educational "Program", which shall include at a minimum, the following:

a. the production of immersive STEAM exhibits and interactive learning experiences;
b. be open to the public year-round, seven (7) days a week except for Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, and New Year's Day.
c. the continuous maintenance of its partnership with the Artisans of Florence, the worldwide representatives of the Museum of Leonardo da Vinci in Florence, Italy;
d. the provision of educational programming on Fridays, weekends, and during school breaks to help supplement public and home school education curriculums and enhance adult education;
e. the operation of an on-site café (subsequent to Place Making Commitment Date;
f. the operation of an on-site gift store (subsequent to Place Making Commitment Date); and
g. the aggressive marketing and advertising the Museum within the City and County of Pueblo, the Southern Colorado Region, State of Colorado, Nationally, and Internationally.

Article 4 – Place Making Incentive.

4.01 The City agrees to pay to the Museum a "Place Making Incentive" payment in the amount of $885,000 for capital improvements, renovations, construction of a café and outfitting of an outdoor café seating area, construction of a gift shop, marketing, professional services, and marketing related to the Museum and its Program.

4.02 On or before the Place Making Commitment Date Museum shall complete construction of the café, outfit the outdoor café seating area, construct the gift shop, and establish a robust marketing and advertising campaign to actively attract visitors from within and without the Pueblo region to visit the Museum, the Riverwalk, neighboring attractions, restaurants, events, and hotels.

4.03 On or before the Place Making Commitment Date, Museum shall furnish City with an inventory of all fixtures, equipment, furniture, and other capital assets purchased, in whole, or in part with the Place Making Incentive payment, or any portion thereof, within fifteen (15) business days of any purchase. Such fixtures, equipment, furniture, and other capital assets shall secure

Museum's performance of this Agreement. Should Museum cease to do business, cease the Program or be in default of this Agreement, title to, and possession of, fixtures, equipment, and other capital assets purchased, or acquired in whole, or in part, with the Place Making Incentive payment shall immediately revert to, and vest in the City. In furtherance of and to secure this covenant, Museum shall execute any security agreements, financing statements, deeds, deeds of trust or other instruments reasonably required by the City. This payment shall be secured by an interest in the equipment, furniture or fixtures purchased with the funds. Museum shall cooperate with the filing of a UCC Financing Statement to benefit the City.

4.04 So long as the Museum is not in default of any provisions of this Agreement, beginning on the Place Making Commitment Date, the amount of the Place Making Incentive advanced shall be reduced by $31,607.15 each quarter the Museum meets the minimum Program commitment set forth in paragraph 3.02 above.

a. Notwithstanding anything contained in this Agreement to the contrary, if Museum shall for any reason default in its Place Making Incentive Commitment set forth in Paragraphs 4.01 - 4.03 above, the City may declare the Museum in default. Museum shall repay to City the pro-rata share of the City Funds advanced by City under Paragraph 4.01 for each month Museum is in default. Such payments shall be paid to the City without notice, demand, deduction or setoff on or before the fifteenth (15th) day of the month following the month of default at the office of the Director of Finance of City, 1 City Hall Place, Pueblo, Colorado, 81003, or such other person or location as the City may designate. All payments due and not paid by the fifteenth (15^{th}) day of the month pursuant to this paragraph shall bear interest at the rate of eight percent (8%) per annum ("Default Rate") until paid. Museum's Repayment Obligation is absolute and unconditional and shall not be abated, reduced, diminished, modified, withheld, or otherwise offset for any cause or reason whatsoever.

b. Notwithstanding anything contained in this Agreement to the contrary, and in addition to the remedies set forth in paragraph 4.04(a) above, if Museum shall for any reason default in its Program commitment set forth in Paragraph 3.02 above and the City declares the Museum in default and such default is not cured by coming into compliance with Paragraph 3.02 above within sixty (60) days after written notice of the default is given by City to Museum, the City may consider the entire debt due and owing and accelerate the repayment of the same. In such an event, the Museum shall repay to City the pro-rata share of the City Funds advanced by City for the Place Making Incentive remaining unresolved under the contract (i.e. $885,000 – ($10,535.72 x # of months successfully complied with contractual terms) together with interest thereon from the date of default at a Default Rate of eight percent (8%). Museum's Repayment Obligation is absolute and unconditional and shall not be abated, reduced, diminished, modified, withheld, or otherwise offset for any cause or reason whatsoever.

Article 5 – Intentionally Omitted

Article 6 – Review of Records.

6.01 Museum shall maintain complete and accurate books, records, invoices, receipts, and payment records relating to this Agreement and the expenditure of funds received from the City. Museum shall provide complete and accurate Program and accounting reports to City upon request in a form acceptable to City.

6.02 Upon reasonable prior notice and during normal business hours, Museum shall permit representatives of the City of Pueblo Finance Department access to and the right to examine Museum's books, records, accounts, personnel records, and other sources of information as may be relevant to determine whether Museum is complying with the Agreement and has spent Place Making Incentive payments in accordance with the Agreement, Pueblo Municipal Code and all applicable laws.

6.03 Museum shall annually cause to be performed, an independent audit of its finances. Such audit shall be made in accordance with generally accepted auditing and public accounting standards and practices and shall contain certification by the auditor, or accountant, as to whether Museum has expended all funds paid under this Agreement pursuant to applicable law and the terms of this Agreement.

Article 7 – Default.

7.01 Prior to instituting any proceeding to enforce Museum's Repayment Obligation under Articles 4 of this Agreement, City shall notify Museum in writing of its intention to institute such proceedings. Museum may request relief from its Repayment Obligation by delivering to City within thirty (30) days after date of City's notice, Museum's written request for relief specifying the grounds upon which such relief is sought together with documents supporting said grounds. Within ninety (90) days after receipt of Museum's request, City will schedule a meeting with the City Council at which Museum must appear. City will notify Museum of the time and place of the meeting at least ten (10) days before the meeting. Failure of Museum to timely deliver its complete written request for relief or to appear at the scheduled meeting with the City Council shall entitle City to immediately institute proceedings to enforce Museum's Repayment Obligation.

7.02 City Council may or may not, in its sole and absolute discretion, relieve Museum, in whole or in part, from Museum's Repayment Obligation Any action taken by the City Council relating to a request for relief shall be final and binding on Museum, and shall not be subject to judicial review. Any such action by City Council is, and shall constitute, a legislative measure. Nothing contained in this Paragraph 7.02 shall grant or be construed to grant to Museum any right or claim to relief from its Repayment Obligation or a hearing with respect thereto.

7.03 No delay by the City in scheduling a meeting, or failure by City to exercise its right to enforce this Agreement, including Museum's Repayment Obligation, and no partial or single exercise of that right, shall constitute a waiver of that right.

7.04 In no event shall City, its officers, agents or employees be liable to Museum for damages, including without limitation, compensatory, punitive, indirect, special or consequential damages, resulting from or arising out of or related to this Agreement or the performance or breach thereof by City or the failure or delay of City in the performance of any covenant or provision under this Agreement on its part to be performed. In consideration of City entering into this Agreement, Museum hereby waives and discharges City, its officers, agents and employees from all claims for any and all such damages. No breach, default, delay or failure of City under this Agreement shall be or be construed to be a waiver, discharge or release of Museum's Repayment Obligation under Article 4hereof with respect to the amount of City Funds actually advanced or paid by City to or for the benefit of Museum pursuant to Articles 4hereof.

7.05 In no event shall either Party, their respective officers, agents, or employees be liable to the other for punitive damages resulting from or arising out of the breach of this Agreement or the failure or delay in the performance of any covenant or provision under this Agreement.

7.06 A temporary closing to allow for changing of the exhibits or cleaning required by the Colorado Department of Public Health and Environment shall not be an event of default provided Museum uses best efforts to diligently complete the work required to re-open within a reasonable amount of time. In no event shall a reasonable amount of time exceed seven (7) days unless extraordinary circumstances exist. Should extraordinary circumstances exist to require Museum to be closed for longer than seven (7) days for the changing of exhibits or cleaning, Museum must notify the City in writing within twenty-four (24) hours of becoming aware of the extraordinary circumstances. Upon receiving notice, City may, in its sole discretion, take whatever action it deems appropriate, if any, to assist the Museum in re-opening or declaring a default whichever the circumstances may dictate.

7.07 Neither Party shall be liable for any delay in or failure of performance of its obligations under this Agreement (other than the obligation to pay money that became due before the Force Majeure Event) to the extent such delay or failure is directly caused by a Force Majeure Event and without the fault or negligence of the affected Party. For the purposes of this Agreement, a “Force Majeure Event” means any event or condition beyond the reasonable control of the affected Party that could not have been prevented through the exercise of reasonable diligence and that materially prevents, delays, or impairs performance under this Agreement, including, without limitation: Acts of God, natural disasters, epidemics, pandemics, war, insurrection, strikes, and terrorism. A Force Majeure Event shall not include changes in market conditions, increased costs or reduced profitability, Party’s financial inability to perform, Events caused by the Party’s negligence, willful misconduct or breach of this Agreement, or circumstances that reasonably could have been avoided through prudent planning or reasonable mitigation.

Article 8 – Miscellaneous Provisions.

8.01 Entire Agreement. This Agreement expresses the entire understanding of the parties and supersedes and abrogates any and all prior dealings and commitments, whether oral or written, with respect to the subject matter of this Agreement and may not be amended or modified except in writing signed by City and Museum. Any waiver of any provision of this Agreement must be in writing and signed by the party whose rights are being waived. No waiver of any breach of any provision hereof shall be or be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision of this Agreement. The failure of either party to enforce or seek enforcement of the terms of this Agreement following any breach shall not be construed as a waiver of such breach.

8.02 Attorney's Fees. In the event of any litigation arising under this Agreement, the court shall award to, and the prevailing party shall recover its costs together with all internal and out-of-pocket expenses of any kind relating to the litigation including, but not limited to, reasonable attorney fees.

8.03 Applicable Law. This Agreement shall be construed in accordance with and be governed by the laws of the State of Colorado without regard to conflict of law principles.

8.04 Venue and Waiver of Trial by Jury. Exclusive venue for any such litigation shall be in Pueblo County, Colorado. All such litigation shall be filed in the District Court, County of Pueblo, State of Colorado and each party hereby submits to the jurisdiction of such District Court. TO THE FULL EXTENT PERMITTED BY LAW, CITY AND MUSEUM WAIVE THEIR RIGHTS TO A TRIAL BY JURY FOR ALL CLAIMS ARISING UNDER THIS AGREEMENT. The Parties agree that the provisions of this Section 8.04 shall survive termination of this Agreement.

8.05 Notices. Any notices hereunder shall be sufficiently given if given in writing personally or mailed by first class, registered, or certified mail, postage prepaid, addressed:

(a) if to City:

Mayor, City of Pueblo
1 City Hall Place, 2nd Floor
Pueblo, Colorado, 81003

with copy to:

City Attorney
101 W. Riverwalk Pl., 4th Floor
Pueblo, Colorado, 81003

(b) if to the Museum:

Pueblo STEAM Works d.b.a Southern Colorado Science Center
dba Leonardo da Vinci Museum of North America
c/o Joseph A. Arrigo
310 Central Main Street
Pueblo, CO 81003

or to such other person or address as either party shall specify in written notice given to the other party pursuant to the provisions of this Paragraph 10. Notice shall be effective (i) upon receipt if delivered personally, or (ii) three (3) business days after deposit in the mail, if mailed.

8.06 Time is of Essence. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, provided Museum may not assign this Agreement or any interest herein without the express written consent of the City, which may be granted or denied at its sole and absolute discretion. Any assignment or attempted assignment of this Agreement by Museum without such consent shall be null and void. No assignment of this Agreement or any interest herein by Museum shall release or discharge Museum from any of its obligations under this Agreement unless otherwise agreed by City at the time consent to assignment is given.

8.07 Corporate Authority. The persons signing this Agreement in the name of and on behalf of Museum represent and warrant that they and Museum have the requisite power and authority to enter into, execute, and deliver this Agreement, and that this Agreement is a valid and legally binding obligation of Museum enforceable against Museum in accordance with its terms.

8.08 Representations of Museum. Museum represents and warrants that no person, entity, or organization has been employed or retained or will receive or be paid, directly or indirectly, any commission, percentage, contingent fee or any other remuneration payment or receipt of which is contingent upon approval of this Agreement by City or City's advancement of City Funds to Museum hereunder. For breach or violation of this warranty, City shall have the right to terminate this Agreement, or recover the full amount of such commission, percentage, contingent fee or other remuneration, or to seek such other remedies legally available to City, which remedies shall be cumulative.

8.09 Validity. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the other provisions of this Agreement which shall remain in full force and effect.

8.10 Agency. Neither party shall be, or hold itself out as, agent of the other or as partners or joint venturers under this Agreement.

8.11 Assignment. Museum shall not assign, transfer, delegate, or encumber its rights or obligations under this Agreement without the City's prior written approval which may be granted or denied in its sole discretion. Any attempted assignment without the City's prior written approval

is void.

8.12 Fully Negotiated. Each party acknowledges that this Agreement was fully negotiated by the parties and, therefore, no provision of this Agreement shall be interpreted against any party because such party or its legal representative drafted such provision.

8.13 Third Parties. The provisions of this Agreement are for the exclusive benefit of the parties hereto and their successors and permitted assigns, and no third party shall be a beneficiary, or have any rights by virtue of, this Agreement.

8.14 Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

8.15 Modification. No subsequent modification of any of the terms of this Agreement shall be valid or binding upon the Parties or enforceable unless made in writing and signed by the Parties.

8.16 Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed for all purposes to be an original, and all such counterparts shall together constitute but one and the same original.

Executed at Pueblo, Colorado, this ____day of August, 2026.

City of Pueblo, Colorado

a Colorado Municipal Corporation

[S E A L]

Attest:_____ By_____
City Clerk Heather Graham
Mayor

Pueblo STEAM Works d.b.a. Southern Colorado Science Center
dba Leonardo da Vinci Museum of North America
a Colorado nonprofit Corporation

By_____
Name:
Title:

STATE OF COLORADO)
) ss.

COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this ____ day of August, 2026 by _____, as _____ of Pueblo STEAM Works d.b.a. Southern Colorado Science Center dba Leonardo da Vinci Museum of North America.

Witness my hand and official seal.

My commission expires: _____.

[S E A L] _____
Notary Public

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 10, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Harley Gifford, Deputy City Attorney

SUBJECT: AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE COORDINATED ELECTION TO BE HELD ON NOVEMBER 3, 2026, A QUESTION RELATING TO THE IMPOSITION OF AN ADDITIONAL ONE-QUARTER PERCENT (0.25%) SALES AND USE TAX RATE FOR PARKS AND RECREATION AND THE ADOPTION OF ORDINANCE NO. 11240 TO IMPLEMENT THE TAX

SUMMARY:

Attached is a proposed Ordinance referring to the eligible electors of the City of Pueblo at the coordinated election to be held on November 3, 2026, a ballot question imposing an additional one-quarter percent (0.25%) sales and use tax rate dedicated to Parks and Recreation purposes within the City. The implementing Ordinance No. 11240 amends Chapter 4 of Title XIV of the Pueblo Municipal Code to add the additional rate to Sections 14-4-85 and 14-4-63 and creates a dedicated Parks and Recreation Sales and Use Tax Fund into which the revenues from the new tax will be deposited and from which expenditures may be made solely for Parks and Recreation purposes.

This measure is one of four (4) sales and use tax referral measures being submitted by the City Council to the voters at the November 3, 2026 coordinated election. The other three measures address Roads and Related Infrastructure, Non-Profit and Key Contractual Entities, and Department of Fire and Technology Related to Public Safety. Each measure stands or falls on its own merits. The implementing Ordinance also directs the City Clerk to assign consecutive subsection designations in Sections 14-4-85 and 14-4-63 of the Pueblo Municipal Code in the event fewer than all four measures are approved by the voters.

PREVIOUS COUNCIL ACTION:

None on this specific measure. The most recent voter-approved sales and use tax measures are the extension of the Sales and Use Tax Capital Improvement Projects

tax at the November 4, 2025 regular municipal election (Ordinance No. 11001, referred by Resolution No. 16103) and the extension of the Public Safety Sales Tax at the November 8, 2022 special municipal election (Ordinance No. 10260, referred by Ordinance No. 10261).

BACKGROUND:

The City of Pueblo presently imposes a sales and use tax at the rate of three and seven-tenths percent (3.7%) pursuant to Chapter 4 of Title XIV of the Pueblo Municipal Code. That rate consists of a three percent (3%) base rate together with voter-approved increments dedicated to capital improvement projects and to police personnel and operating needs. The City does not presently have a dedicated revenue stream for Parks and Recreation. Such expenditures are presently supported through the General Fund and through limited fees and charges.

The proposed Ordinance refers to the voters the question of whether to impose an additional one-quarter percent (0.25%) sales and use tax rate, the revenues from which would be deposited in a dedicated Parks and Recreation Sales and Use Tax Fund and used solely for Parks and Recreation purposes within the City. Such purposes shall include but not be limited to Parks and Recreation programs, events, facilities, and personnel. The funding will be used to maintain and enhance Parks and Recreation programs including but not limited to the kiddie rides, swimming lessons, swimming pools, youth tennis, and other sports programs. The funding will also help maintain and improve park facilities, community centers, trails and open spaces.

If approved by the voters, the new rate would take effect January 1, 2027, and would be permanent. Section 18-5 of the City Charter provides that an ordinance adopted by electoral vote cannot be repealed or amended except by electoral vote, with the result that the dedication of the new revenues to Parks and Recreation purposes is locked into the Code and may not be redirected by the Council without subsequent voter approval.

Article X, Section 20 of the Colorado Constitution (the Taxpayer's Bill of Rights) requires voter approval in advance for any new tax. This referral Ordinance places the proposed new tax on the November 3, 2026 ballot for approval by the voters of the City.

The Pueblo Zoo is not contemplated within this measure. The Pueblo Zoo is the subject of a separate citizen-initiated ballot question that is anticipated to appear on the same November 3, 2026 ballot.

FINANCIAL IMPLICATIONS:

It is anticipated that the additional one-quarter percent (0.25%) sales and use tax rate will generate approximately $5,878,267.00 in 2027 and each subsequent year, subject to fluctuation in sales and use tax revenues collected during those years.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Members of the public are the primary stakeholders affected by the proposed Ordinance. The proposal has been the subject of public discussion at City Council meetings and work sessions during 2026.

ALTERNATIVES:

If this Ordinance is not approved by the City Council, the ballot question will not be referred to the voters at the November 3, 2026 election and the City will not establish a dedicated revenue source for Parks and Recreation.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Proposed Referral Ordinance
2. Proposed Implementing Ordinance No. 11240

ORDINANCE NO. ____

AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE COORDINATED ELECTION TO BE HELD ON NOVEMBER 3, 2026, A QUESTION RELATING TO THE IMPOSITION OF AN ADDITIONAL ONE-QUARTER PERCENT (0.25%) SALES AND USE TAX RATE FOR PARKS AND RECREATION AND THE ADOPTION OF ORDINANCE NO. 11240 TO IMPLEMENT THE TAX

WHEREAS, the City of Pueblo, Colorado (the "City") presently imposes, pursuant to Chapter 4 of Title XIV of the Pueblo Municipal Code (the "Code"), a sales and use tax at the rate of three and seven-tenths percent (3.7%); and

WHEREAS, the City does not presently have a dedicated source of revenue for Parks and Recreation, which is presently supported through the General Fund and through limited fees and charges; and

WHEREAS, the City Council of the City has determined and hereby finds and determines that the imposition of an additional one-quarter percent (0.25%) sales and use tax rate dedicated to Parks and Recreation purposes would promote the public peace, health, safety, and welfare of the residents of the City; and

WHEREAS, the City Council has proposed an Ordinance (Ordinance No. 11240), the text of which is set forth in Section 1 below, which if adopted by the voters of the City would impose the additional one-quarter percent (0.25%) sales and use tax rate dedicated to Parks and Recreation purposes; and

WHEREAS, Article X, Section 20 of the Colorado Constitution requires voter approval in advance for any new tax; and

WHEREAS, Section 5-1-10 of the Pueblo Municipal Code authorizes the City Council, by resolution or ordinance, to fix the ballot title for any referred measure submitted to the eligible electors of the City; and

WHEREAS, Section 18-5 of the Charter of the City provides that an ordinance adopted by electoral vote cannot be repealed or amended except by electoral vote, with the result that the dedication of revenues from the new tax to Parks and Recreation purposes will be embodied in the Code and may not be redirected without subsequent approval by the voters of the City; and

WHEREAS, the Pueblo Zoo is not contemplated within this measure, as the Pueblo Zoo is the subject of a separate citizen-initiated ballot question anticipated to appear on the same November 3, 2026 ballot; and

WHEREAS, the City desires to ask the electors of the City, pursuant to Article X, Section 20 of the Colorado Constitution and Section 5-1-10 of the Pueblo Municipal Code, to approve Ordinance No. ____ and thereby impose the additional one-quarter percent (0.25%) sales and use tax rate dedicated to Parks and Recreation purposes;

NOW, THEREFORE,

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

SECTION 1.

The question of adopting Ordinance No. 11240 and thereby imposing the additional one-quarter percent (0.25%) sales and use tax rate dedicated to Parks and Recreation purposes shall be submitted to a vote of the eligible electors of the City at the coordinated election to be held on November 3, 2026. The ballot question (submission clause and title) therefore shall be as follows:

QUESTION NO. _____

(IMPOSITION OF ONE-QUARTER PERCENT SALES AND USE TAX FOR PARKS AND RECREATION)

SHALL THE CITY OF PUEBLO'S TAXES BE INCREASED BY $5,878,267.00 ANNUALLY (FIRST FULL FISCAL YEAR INCREASE) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER, BEGINNING JANUARY 1, 2027, BY ADOPTING ORDINANCE NO. 11240 IMPOSING AN ADDITIONAL ONE-QUARTER PERCENT (0.25%) SALES AND USE TAX AND ESTABLISHING A SPECIAL FUND TO BE KNOWN AS THE "PARKS AND RECREATION SALES AND USE TAX FUND" FOR THE DEPOSIT OF SUCH REVENUES TO BE SPENT SOLELY FOR PARKS AND RECREATION PURPOSES WITHIN THE CITY OF PUEBLO, AND SHALL ALL REVENUES DERIVED FROM SUCH TAX BE COLLECTED, RETAINED AND SPENT, NOTWITHSTANDING ANY LIMITATIONS PROVIDED BY LAW, AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO THE LIMITS WHICH WOULD OTHERWISE APPLY PURSUANT TO ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

YES _____

NO _____

The text of Ordinance No. 11240 is set forth as the Implementing Ordinance attached to this Referral Ordinance and incorporated herein by reference as if fully set forth in this Section.

SECTION 2.

The officers and employees of the City are authorized to take all action necessary, appropriate, or required to implement the provisions of this Ordinance, including without limitation the timely certification of the ballot title set forth in Section 1 above to the Pueblo County Clerk and Recorder for inclusion on the November 3, 2026 coordinated election ballot.

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____

PRESIDENT OF CITY COUNCIL

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
MAYOR

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
PRESIDENT OF CITY COUNCIL

ATTEST:

_____
City Clerk

ORDINANCE NO. 11240

AN ORDINANCE AMENDING CHAPTER 4 OF TITLE XIV OF THE PUEBLO MUNICIPAL CODE BY ADDING NEW SUBSECTIONS (i) AND (j) TO SECTION 14-4-85 AND A NEW SUBSECTION (4) TO SECTION 14-4-63 RELATING TO THE IMPOSITION OF AN ADDITIONAL ONE-QUARTER PERCENT (0.25%) SALES AND USE TAX RATE FOR PARKS AND RECREATION AND THE CREATION OF A DEDICATED PARKS AND RECREATION SALES AND USE TAX FUND

BE IT ORDAINED BY THE PEOPLE OF THE CITY OF PUEBLO, that (**[**brackets**]** indicate matter to be deleted; **underscoring** indicates matter to be added):

SECTION 1.

Section 14-4-85 of Chapter 4 of Title XIV of the Pueblo Municipal Code is hereby amended by the addition of new subsections (i) and (j) to read as follows:

Sec. 14-4-85. Schedule; tax added to price.

. . .

(i) Notwithstanding the three percent (3%), three and one-half percent (3.5%), or three and seven-tenths percent (3.7%) rate provisions of this Section, and in addition to any other rate increment imposed pursuant to this Section, the rate of tax imposed pursuant to this Section shall be further increased by one-quarter percent (0.25%) on and after January 1, 2027.

(j) The revenues from the additional one-quarter percent (0.25%) sales and use tax rate imposed by Sections 14-4-63(4) and 14-4-85(i) of this Chapter, including interest and penalties with respect thereof, shall upon collection and receipt by the City, be deposited and placed in a special fund hereby created to be known as the "Parks and Recreation Sales and Use Tax Fund" (the "Fund"). The moneys in the Fund, including all investment income thereon, shall be used solely for Parks and Recreation purposes within the City of Pueblo. Such purposes shall include but not be limited to Parks and Recreation programs, events, facilities, and personnel. The City Council may, in anticipation of the collection of the revenues from the additional one-quarter percent (0.25%) sales and use tax rate, and subject to the Colorado Constitution, issue revenue bonds payable solely from the moneys in the Fund for the purpose of financing capital improvements for Parks and Recreation purposes.

SECTION 2.

Section 14-4-63 of Chapter 4 of Title XIV of the Pueblo Municipal Code is hereby amended by the addition of a new subsection (4) to read as follows:

Sec. 14-4-63. Storage, consumption and use tax schedule.

. . .

(4) Notwithstanding the three percent (3%), three and one-half percent (3.5%), or three and seven-tenths percent (3.7%) rate provisions of this Section, and in addition to any other rate increment imposed pursuant to this Section, the rate of tax imposed pursuant

to this Section shall be further increased by one-quarter percent (0.25%) on and after January 1, 2027.

SECTION 3.

(a) This Ordinance is one of four (4) ordinances submitted to the eligible electors of the City at the coordinated election held on November 3, 2026, each of which adds new subsections to Section 14-4-85 and to Section 14-4-63 of Chapter 4 of Title XIV of the Pueblo Municipal Code. For the purposes of this Section, those four ordinances rank in the following order:

(1) the ordinance imposing an additional sales and use tax rate dedicated to Parks and Recreation purposes;

(2) the ordinance imposing an additional sales and use tax rate dedicated to Roads and Related Infrastructure purposes;

(3) the ordinance imposing an additional sales and use tax rate dedicated to Non-Profit Entities and Key Contractual Entities;

(4) the ordinance imposing an additional sales and use tax rate dedicated to Department of Fire and Technology Related to Public Safety purposes.

(b) If all four of the ordinances identified in subsection (a) of this Section are approved by the eligible electors, the subsections added by this Ordinance retain the letters and the number assigned to them elsewhere in this Ordinance.

(c) If fewer than all four of the ordinances identified in subsection (a) of this Section are approved by the eligible electors, the subsections added to Section 14-4-85 by the approved ordinances take consecutive letters beginning with subsection (i), and the subsections added to Section 14-4-63 by the approved ordinances take consecutive numbers beginning with subsection (4). Letters and numbers are assigned in the rank order stated in subsection (a) of this Section, each approved ordinance taking the next available letters and the next available number in that order, so that no letter or number in either Section is left unused.

(d) Upon certification of the results of the November 3, 2026 coordinated election, the City Clerk is authorized and directed to determine the designations required by subsection (c) of this Section and to record them for purposes of codification under Section 3-22 of the City Charter. Every internal cross-reference within the affected subsections conforms to the designations so determined.

(e) A change in designation under this Section is ministerial in character. It does not alter the rate of tax imposed by this Ordinance, the special fund created by this Ordinance, the purposes for which money in that fund may be expended, or any other substantive provision of this Ordinance. In approving this Ordinance, the people of the City of Pueblo authorize the changes in designation described in this Section, and no further electoral vote is required to make them.

SECTION 4.

The people of Pueblo do hereby find, determine, and declare that the expenditure of revenues from the additional one-quarter percent (0.25%) sales and use tax rate for Parks and Recreation purposes within the City of Pueblo will promote the public peace, health, safety, and welfare. The people of Pueblo do further find, determine, and declare that the expenditure of such revenues for Parks and Recreation purposes is a public purpose and municipal function.

SECTION 5.

Any revenues generated by the additional one-quarter percent (0.25%) sales and use tax rate imposed pursuant to this Ordinance, together with all investment income thereon, may be collected, retained, and spent as a voter-approved revenue change and an exception to the limits which would otherwise apply pursuant to Article X, Section 20 of the Colorado Constitution or any other law.

SECTION 6.

All ordinances relating to sales and use taxes heretofore adopted, amended, or implemented shall remain in full force and effect except as the same have been previously amended or repealed or as the same may be amended by this Ordinance.

SECTION 7.

All ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance, or part thereof, heretofore repealed.

SECTION 8.

If any section, subsection, paragraph, clause, or other provision of this Ordinance for any reason is invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, or other provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 9.

This Ordinance shall become effective upon the majority vote in favor thereof by the registered electors of the City voting thereon at the coordinated election to be held Tuesday, November 3, 2026. The tax levies of this Ordinance shall take effect beginning January 1, 2027.

SECTION 10.

The officers and staff of the City are authorized and directed to take all action necessary, appropriate, or required to effectuate the provisions of this Ordinance.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
PRESIDENT OF CITY COUNCIL

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
MAYOR

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
PRESIDENT OF CITY COUNCIL

ATTEST:

_____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 10, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Harley Gifford, Deputy City Attorney

SUBJECT: AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO, AT THE COORDINATED ELECTION TO BE HELD ON NOVEMBER 3, 2026, A QUESTION RELATING TO THE IMPOSITION OF AN ADDITIONAL ONE-QUARTER PERCENT (0.25%) SALES AND USE TAX RATE FOR ROADS AND RELATED INFRASTRUCTURE, COMMITTING TO COMPLETING CERTAIN HIGH-PRIORITY PROJECTS WITHIN FIVE YEARS AFTER IMPLEMENTATION OF THE TAX, REPEALING ORDINANCE NO. 9217 – THE PUEBLO STREET REPAIR UTILITY ENTERPRISE, AND ADOPTING ORDINANCE NO. 11241 TO IMPLEMENT THE TAX

SUMMARY:

Attached is a proposed Ordinance referring to the eligible electors of the City of Pueblo at the coordinated election to be held on November 3, 2026, a ballot question imposing an additional one-quarter percent (0.25%) sales and use tax rate dedicated to roads and related infrastructure purposes within the City. The implementing Ordinance No. 11241 repeals the Pueblo Street Repair Utility Enterprise, commits to completing certain high-priority projects within five (5) years after implementation of the tax, and amends Chapter 4 of Title XIV of the Pueblo Municipal Code to add the additional rate to Sections 14-4-85 and 14-4-63 and creates a dedicated Roads and Related Infrastructure Sales and Use Tax Fund into which the revenues from the new tax will be deposited and from which expenditures may be made solely for roads and related infrastructure purposes.

This measure is one of four (4) sales and use tax referral measures being submitted by the City Council to the voters at the November 3, 2026 coordinated election. The other three measures address Parks and Recreation, Non-Profit and Key Contractual Entities, and Department of Fire and Technology Related to Public Safety. Each measure stands or falls on its own merits. The implementing Ordinance also directs the City Clerk to assign consecutive subsection designations in Sections 14-4-85 and 14-4-

63 of the Pueblo Municipal Code in the event fewer than all four measures are approved by the voters.

PREVIOUS COUNCIL ACTION:

On August 14, 2017, by Ordinance No. 9150, City Council referred Ballot Question No. 2C to the voters which requested voters' consent to the establishment of a Street Repair Utility Enterprise. Ballot Question 2C passed by a margin of 58% to 42%. The Pueblo Street Repair Utility Enterprise was created on December 26, 2017 by Ordinance No. 9217. On May 14, 2018, by Ordinance No. 9278, the City entered into an intergovernmental agreement with the Board of Water Works regarding the billing and collection of the Enterprise's monthly service fees. On October 9, 2018, by Ordinance No. 9353, Council set the Enterprise's initial monthly service fees which went into effect February 1, 2019.

On November 22, 2021, by Ordinance No. 10046, City Council suspended the payment of monthly street repair utility service charges for 12 consecutive months, beginning with each utility customer's January 2022 utility bill. On November 14, 2022, by Ordinance No. SRUE-001, City Council suspended the payment of monthly street repair utility service charges for 12 consecutive months, beginning with each utility customer's January 2023 utility bill. On December 26, 2023, by Ordinance No. 10626, City Council suspended the payment of monthly street repair utility service charges for 12 consecutive months, beginning with each utility customer's January 2024 utility bill. On December 9, 2024, by Ordinance No. 10849, City Council suspended the payment of the Monthly street repair utility service charges for 12 consecutive months, beginning with each utility customer's January 2025 utility bill. On January 12, 2026, by Ordinance No. 11099, City Council suspended the payment of the Monthly street repair utility service charges for 12 consecutive months, beginning with each utility customer's January 2026 utility bill.

The most recent voter-approved sales and use tax measures are the extension of the Sales and Use Tax Capital Improvement Projects tax at the November 4, 2025 regular municipal election (Ordinance No. 11001, referred by Resolution No. 16103) and the extension of the Public Safety Sales Tax at the November 8, 2022 special municipal election (Ordinance No. 10260, referred by Ordinance No. 10261).

BACKGROUND:

The City of Pueblo presently imposes a sales and use tax at the rate of three and seven-tenths percent (3.7%) pursuant to Chapter 4 of Title XIV of the Pueblo Municipal Code. That rate consists of a three percent (3%) base rate together with voter-approved increments dedicated to capital improvement projects and to police personnel and operating needs.

On August 14, 2017, by Ordinance No. 9150, City Council referred Ballot Question No. 2C to the voters. The ballot question requested voters' consent to the establishment of a Street Repair Utility Enterprise. At the general municipal election held on November 7, 2017, the voters of the City of Pueblo passed Ballot Question 2C by a margin of 58% to 42%.

On December 26, 2017, by Ordinance No. 9217, City Council created the Pueblo Street Repair Utility Enterprise. On October 9, 2018, by Ordinance No. 9353, Council set the Enterprise's initial monthly service fees which went into effect February 1, 2019. Pursuant to an agreement between the City and the Board of Water Works, this fee was included as a charge on everyone's water bills.

On November 22, 2021, by Ordinance No. 10046, City Council suspended the payment of monthly street repair utility service charges for 12 consecutive months, beginning with each utility customer's January 2022 utility bill. The suspension has been approved by City Council each year thereafter. The suspension is necessary until a rate study can be completed and fees assessed on users based upon the rate study.

As a result, the City does not presently have a dedicated revenue stream for roads and related infrastructure. Such expenditures are presently supported through the General Fund and through limited grants, federal and state funds, fees and charges.

The rate study is necessary for the Street Repair Utility fee to be assessed because the study will determine the use or impact of different properties on road usage and will thereafter assess user classes and each class's proportionate share of the financial burden. Those in opposition to Street Utility Enterprise have argued that the burden falls unfairly on city residents alone. It has been proposed that a sales and use tax would be fairer because it would distribute the burden on everyone that visits the City and uses the streets, regardless of whether they live or own a business within the City limits.

The proposed Ordinance refers to the voters the question of whether to impose an additional one-quarter percent (0.25%) sales and use tax rate, the revenues from which would be deposited in a dedicated Roads and Related Infrastructure Sales and Use Tax Fund and used solely for Infrastructure and Roads purposes within the City. If approved by the voters, the new rate would take effect January 1, 2027, and would be permanent.

The City is committing to completing at least **five** of the following high-priority projects within five years of implementation of the tax:

29th St from Dillon Dr to High St
29th St from High St to Lowell Ave
Elizabeth St from Ridge Dr to Dillon Dr
Elizabeth St from US-50 to 29th St
Elizabeth St from 29th St to 17th St
Elizabeth St from 17th St to City Center Dr
Jerry Murphy Blvd from Bonforte Blvd to Colo. State Hwy. 47
Prairie Ave from Mesa Ave to Thatcher Ave
St. Clair Ave from Prairie Ave to Colo. State Hwy. 45
Jones Ave from Hollywood Dr to Lake Ave
Jones Ave from Lake Ave to Schley St
La Vista Dr from Colo. State Hwy. 78 to Bridle Trail
E. 8th St from Santa Fe Ave to Monument Ave
E. 8th St from Monument Ave to Clovis Ave

E. 12th St from Hudson Ave to Troy Ave
Lake Ave from Indiana Ave to Colo. State Hwy. 45
Lake Ave from Northern Ave to Indiana Ave
Lake Ave from Abriendo Ave to Northern Ave

These projects have been identified as high-priority pursuant to the findings in the 2022 Roadway Capital Improvement Plan. Public Works has identified these projects as feasible and viable within the next five years.

Section 18-5 of the City Charter provides that an ordinance adopted by electoral vote cannot be repealed or amended except by electoral vote, with the result that the dedication of the new revenues to Infrastructure and Roads purposes is locked into the Code and may not be redirected by the Council without subsequent voter approval. The proposed Ordinance also repeals Ordinance No. 9217 related to the Pueblo Street Repair Enterprise. The repeal is not intended to limit, impair, or in any way affect City Council's authority under Article X, Section 20 of the Colorado Constitution to create enterprises in the future.

Article X, Section 20 of the Colorado Constitution (the Taxpayer's Bill of Rights) requires voter approval in advance for any new tax. This referral Ordinance places the proposed new tax on the November 3, 2026 ballot for approval by the voters of the City.

FINANCIAL IMPLICATIONS:

It is anticipated that the additional one-quarter percent (0.25%) sales and use tax rate will generate approximately $5,878,267.00 in 2027 and each subsequent year, subject to fluctuation in sales and use tax revenues collected during those years.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Members of the public are the primary stakeholders affected by the proposed Ordinance. The proposal has been the subject of public discussion at City Council meetings and work sessions during 2026.

ALTERNATIVES:

If this Ordinance is not approved by the City Council, the ballot question will not be referred to the voters at the November 3, 2026 election and the City will not establish a dedicated revenue source for Roads and Related Infrastructure.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Proposed Referral Ordinance
2. Proposed Implementing Ordinance No. 11241

ORDINANCE NO. ____

AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE COORDINATED ELECTION TO BE HELD ON NOVEMBER 3, 2026, A QUESTION RELATING TO THE IMPOSITION OF AN ADDITIONAL ONE-QUARTER PERCENT (0.25%) SALES AND USE TAX RATE FOR ROADS AND RELATED INFRASTRUCTURE, COMMITTING TO COMPLETING CERTAIN HIGH-PRIORITY PROJECTS WITHIN FIVE YEARS AFTER IMPLEMENTATION OF THE TAX, REPEALING ORDINANCE NO. 9217 – THE PUEBLO STREET REPAIR UTILITY ENTERPRISE, AND ADOPTING ORDINANCE NO. 11241 TO IMPLEMENT THE TAX

WHEREAS, on August 14, 2017, by Ordinance No. 9150, City Council referred Ballot Question No. 2C to the voters requesting voters' consent to the establishment of a Street Repair Utility Enterprise; and

WHEREAS, at the general Municipal Election held on November 7, 2017, the voters of the City of Pueblo passed Ballot Question 2C by a margin of 58% to 42%; and

WHEREAS, on December 26, 2017, by Ordinance No. 9217, City Council created the Pueblo Street Repair Utility Enterprise; and

WHEREAS, on November 22, 2021, by Ordinance No. 10046, City Council suspended the payment of monthly street repair utility service charges for 12 consecutive months, beginning with each utility customer's January 2022 utility bill, and City Council has approved a suspension of the fee each year thereafter; and

WHEREAS, the City of Pueblo, Colorado (the "City") presently imposes, pursuant to Chapter 4 of Title XIV of the Pueblo Municipal Code (the "Code"), a sales and use tax at the rate of three and seven-tenths percent (3.7%); and

WHEREAS, the City does not presently have a dedicated source of revenue for Infrastructure and Roads, which is presently supported through the General Fund and through limited fees and charges; and

WHEREAS, the City Council of the City has determined and hereby finds and determines that the imposition of an additional one-quarter percent (0.25%) sales and use tax rate dedicated to Infrastructure and Roads purposes would promote the public peace, health, safety, and welfare of the residents of the City; and

WHEREAS, the City Council has proposed an Ordinance (Ordinance No. 11241), the text of which is set forth in Section 1 below, which if adopted by the voters of the City would repeal the Pueblo Street Repair Utility Enterprise and impose the additional one-quarter percent (0.25%) sales and use tax rate dedicated to Infrastructure and Roads purposes; and

WHEREAS, Article X, Section 20 of the Colorado Constitution requires voter approval in advance for any new tax; and

WHEREAS, Section 5-1-10 of the Pueblo Municipal Code authorizes the City Council, by resolution or ordinance, to fix the ballot title for any referred measure submitted to the eligible electors of the City; and

WHEREAS, Section 18-5 of the Charter of the City provides that an ordinance adopted by electoral vote cannot be repealed or amended except by electoral vote, with the result that the dedication of revenues from the new tax to Infrastructure and Roads purposes will be embodied in the Code and may not be redirected without subsequent approval by the voters of the City; and

WHEREAS, the City desires to ask the electors of the City, pursuant to Article X, Section 20 of the Colorado Constitution and Section 5-1-10 of the Pueblo Municipal Code, to approve Ordinance No. 11241 and thereby impose the additional one-quarter percent (0.25%) sales and use tax rate dedicated to Infrastructure and Roads purposes; NOW, THEREFORE,

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

SECTION 1.

The question of adopting Ordinance No. 11241 and thereby imposing the additional one-quarter percent (0.25%) sales and use tax rate dedicated to Infrastructure and Roads purposes shall be submitted to a vote of the eligible electors of the City at the coordinated election to be held on November 3, 2026. The ballot question (submission clause and title) therefore shall be as follows:

QUESTION NO. _____

(IMPOSITION OF ONE-QUARTER PERCENT SALES AND USE TAX FOR ROADS AND RELATED INFRASTRUCTURE)

SHALL THE CITY OF PUEBLO'S TAXES BE INCREASED BY $5,878,267.00 ANNUALLY (FIRST FULL FISCAL YEAR INCREASE) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER, BEGINNING JANUARY 1, 2027, BY ADOPTING ORDINANCE NO. 11241 REPEALING ORDINANCE NO. 9217 – PUEBLO STREET REPAIR UTILITY ENTERPRISE, IMPOSING AN ADDITIONAL ONE-QUARTER PERCENT (0.25%) SALES AND USE TAX, AND ESTABLISHING A SPECIAL FUND TO BE KNOWN AS THE " ROADS AND RELATED INFRASTRUCTURE SALES AND USE TAX FUND" FOR THE DEPOSIT OF SUCH REVENUES TO BE SPENT SOLELY FOR ROADS AND RELATED INFRASTRUCTURE PURPOSES WITHIN THE CITY OF PUEBLO, AND SHALL A PORTION OR ALL OF THE FUNDS BE USED WITHIN THE FIRST FIVE YEARS, AS NEEDED, TO COMPLETE AT LEAST FIVE OF THE FOLLOWING HIGH-PRIORITY PROJECTS WITHIN THE CITY OF PUEBLO:

29TH ST FROM DILLON DR TO HIGH ST; 29TH ST FROM HIGH ST TO LOWELL AVE; ELIZABETH ST FROM RIDGE DR TO DILLON DR; ELIZABETH ST FROM US-50 TO 29TH ST; ELIZABETH ST FROM 29TH ST TO 17TH ST; ELIZABETH ST FROM 17TH ST TO CITY CENTER DR; JERRY MURPHY BLVD FROM BONFORTE BLVD TO COLO. STATE HWY. 47; PRAIRIE AVE FROM MESA AVE TO THATCHER AVE; ST. CLAIR AVE FROM PRAIRIE AVE TO COLO. STATE HWY. 45; JONES AVE FROM HOLLYWOOD AVE TO LAKE AVE; JONES AVE FROM LAKE AVE TO SCHLEY ST; LA VISTA DR FROM COLO. STATE HWY. 78 TO BRIDLE TRAIL; E. 8TH ST FROM SANTA FE AVE TO MONUMENT AVE; E. 8TH ST FROM MONUMENT AVE TO CLOVIS ST; E. 12TH ST FROM HUDSON AVE TO TROY AVE; LAKE AVE FROM INDIANA AVE TO COLO. STATE HWY. 45; LAKE AVE FROM NORTHERN AVE TO INDIANA AVE; LAKE AVE FROM ABRIENDO AVE TO NORTHERN AVE,

AND SHALL ALL REVENUES DERIVED FROM SUCH TAX BE COLLECTED, RETAINED AND SPENT, NOTWITHSTANDING ANY LIMITATIONS PROVIDED BY LAW, AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION

TO THE LIMITS WHICH WOULD OTHERWISE APPLY PURSUANT TO ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

FOR THE ORDINANCE _____

AGAINST THE ORDINANCE _____

The text of Ordinance No. 11241 is set forth as the Implementing Ordinance attached to this Referral Ordinance and incorporated herein by reference as if fully set forth in this Section.

SECTION 2.

The officers and employees of the City are authorized to take all action necessary, appropriate, or required to implement the provisions of this Ordinance, including without limitation the timely certification of the ballot title set forth in Section 1 above to the Pueblo County Clerk and Recorder for inclusion on the November 3, 2026 coordinated election ballot.

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
PRESIDENT OF CITY COUNCIL

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
MAYOR

Action by City Council After Disapproval by the Mayor:

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

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

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

PRESIDENT OF CITY COUNCIL

ATTEST:

City Clerk

ORDINANCE NO. 11241

AN ORDINANCE AMENDING CHAPTER 4 OF TITLE XIV OF THE PUEBLO MUNICIPAL CODE BY ADDING NEW SUBSECTIONS (k) AND (l) TO SECTION 14-4-85 AND A NEW SUBSECTION (5) TO SECTION 14-4-63 RELATING TO THE IMPOSITION OF AN ADDITIONAL ONE-QUARTER PERCENT (0.25%) SALES AND USE TAX RATE FOR ROADS AND RELATED INFRASTRUCTURE, REPEALING ORDINANCE NO. 9217 – THE PUEBLO STREET REPAIR UTILITY ENTERPRISE, AND CREATING A DEDICATED ROADS AND RELATED INFRASTRUCTURE SALES AND USE TAX FUND

BE IT ORDAINED BY THE PEOPLE OF THE CITY OF PUEBLO, that (**[**brackets**]** indicate matter to be deleted; **underscoring** indicates matter to be added):

SECTION 1.

Ordinance No. 9217 – Pueblo Street Repair Utility Enterprise is hereby repealed. Such repeal shall not limit, impair, or in any way affect City Council's authority under Article X, Section 20 of the Colorado Constitution to create enterprises in the future without voter approval.

Sections 12-11-1 through 12-11-12 of Chapter 11 of Title XII of the Pueblo Municipal Code are deleted in their entirety and Chapter 11 of Title XII is hereby amended to read as follows:

CHAPTER 11 – **[**Street Repair Utility**]** **Reserved.**

SECTION 2.

Any outstanding assets, funds or projects remaining in the Pueblo Street Repair Utility Fund on December 31, 2026 shall be transferred to the Roads and Related Infrastructure Sales and Use Tax Fund. Staff are directed to cause such transfer, if necessary, by ordinance.

SECTION 3.

Section 14-4-85 of Chapter 4 of Title XIV of the Pueblo Municipal Code is hereby amended by the addition of new subsections (k) and (l) to read as follows:

Sec. 14-4-85. Schedule; tax added to price.

. . .

(k) Notwithstanding the three percent (3%), three and one-half percent (3.5%), or three and seven-tenths percent (3.7%) rate provisions of this Section, and in addition to any other rate increment imposed pursuant to this Section, the rate of tax imposed pursuant to this Section shall be further increased by one-quarter percent (0.25%) on and after January 1, 2027.

(l) The revenues from the additional one-quarter percent (0.25%) sales and use tax rate imposed by Sections 14-4-63(5) and 14-4-85(k) of this Chapter, including interest and penalties with respect thereon, shall upon collection and receipt by the City, be deposited and placed in a special fund hereby created to be known as the "Roads and Related Infrastructure Sales and Use Tax Fund" (the "Fund"). The moneys in the Fund, including all investment income thereon, shall be used solely for Roads and Related Infrastructure

purposes within the City of Pueblo. The City Council may, in anticipation of the collection of the revenues from the additional one-quarter percent (0.25%) sales and use tax rate, and subject to the Colorado Constitution, issue revenue bonds payable solely from the moneys in the Fund for the purpose of financing capital improvements for Infrastructure and Roads purposes.

SECTION 4.

Section 14-4-63 of Chapter 4 of Title XIV of the Pueblo Municipal Code is hereby amended by the addition of a new subsection (5) to read as follows:

Sec. 14-4-63. Storage, consumption and use tax schedule.

. . .

(5) Notwithstanding the three percent (3%), three and one-half percent (3.5%), or three and seven-tenths percent (3.7%) rate provisions of this Section, and in addition to any other rate increment imposed pursuant to this Section, the rate of tax imposed pursuant to this Section shall be further increased by one-quarter percent (0.25%) on and after January 1, 2027.

SECTION 5.

(a) This Ordinance is one of four (4) ordinances submitted to the eligible electors of the City at the coordinated election held on November 3, 2026, each of which adds new subsections to Section 14-4-85 and to Section 14-4-63 of Chapter 4 of Title XIV of the Pueblo Municipal Code. For the purposes of this Section, those four ordinances rank in the following order:

(1) the ordinance imposing an additional sales and use tax rate dedicated to Parks and Recreation purposes;

(2) the ordinance imposing an additional sales and use tax rate dedicated to Roads and Related Infrastructure purposes;

(3) the ordinance imposing an additional sales and use tax rate dedicated to Non-Profit Entities and Key Contractual Entities;

(4) the ordinance imposing an additional sales and use tax rate dedicated to Department of Fire and Technology Related to Public Safety purposes.

(b) If all four of the ordinances identified in subsection (a) of this Section are approved by the eligible electors, the subsections added by this Ordinance retain the letters and the number assigned to them elsewhere in this Ordinance.

(c) If fewer than all four of the ordinances identified in subsection (a) of this Section are approved by the eligible electors, the subsections added to Section 14-4-85 by the approved ordinances take consecutive letters beginning with subsection (i), and the subsections added to Section 14-4-63 by the approved ordinances take consecutive numbers beginning with subsection (4). Letters and numbers are assigned in the rank order stated in subsection (a) of this Section, each approved ordinance taking the next available letters and the next available number in that order, so that no letter or number in either Section is left unused.

(d) Upon certification of the results of the November 3, 2026 coordinated election, the City Clerk is authorized and directed to determine the designations required by subsection (c) of this

Section and to record them for purposes of codification under Section 3-22 of the City Charter. Every internal cross-reference within the affected subsections conforms to the designations so determined.

(e) A change in designation under this Section is ministerial in character. It does not alter the rate of tax imposed by this Ordinance, the special fund created by this Ordinance, the purposes for which money in that fund may be expended, or any other substantive provision of this Ordinance. In approving this Ordinance, the people of the City of Pueblo authorize the changes in designation described in this Section, and no further electoral vote is required to make them.

SECTION 6.

The people of Pueblo do hereby find, determine, and declare that the expenditure of revenues from the additional one-quarter percent (0.25%) sales and use tax rate for Infrastructure and Roads purposes within the City of Pueblo will promote the public peace, health, safety, and welfare. The people of Pueblo do further find, determine, and declare that the expenditure of such revenues for Infrastructure and Roads purposes is a public purpose and municipal function.

SECTION 7.

Any revenues generated by the additional one-quarter percent (0.25%) sales and use tax rate imposed pursuant to this Ordinance, together with all investment income thereon, may be collected, retained, and spent as a voter-approved revenue change and an exception to the limits which would otherwise apply pursuant to Article X, Section 20 of the Colorado Constitution or any other law.

SECTION 8.

All ordinances relating to sales and use taxes heretofore adopted, amended, or implemented shall remain in full force and effect except as the same have been previously amended or repealed or as the same may be amended by this Ordinance.

SECTION 9.

All ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance, or part thereof, heretofore repealed.

SECTION 10.

If any section, subsection, paragraph, clause, or other provision of this Ordinance for any reason is invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, or other provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 11.

This Ordinance shall become effective upon a majority vote in favor thereof by the eligible electors of the City voting thereon at the coordinated election to be held Tuesday, November 3, 2026. The tax levies of this Ordinance shall take effect beginning January 1, 2027.

SECTION 12.

The officers and staff of the City are authorized and directed to take all action necessary, appropriate, or required to effectuate the provisions of this Ordinance.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____

PRESIDENT OF CITY COUNCIL

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____

MAYOR

Action by City Council After Disapproval by the Mayor:

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

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

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

_____

PRESIDENT OF CITY COUNCIL

ATTEST:

_____

City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 10, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Harley Gifford, Deputy City Attorney

SUBJECT: AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO, AT THE COORDINATED ELECTION TO BE HELD ON NOVEMBER 3, 2026, A QUESTION RELATING TO THE IMPOSITION OF AN ADDITIONAL ONE-QUARTER PERCENT (0.25%) SALES AND USE TAX RATE FOR NON-PROFIT ENTITIES AND KEY CONTRACTUAL ENTITIES, WITH PRIORITY GIVEN TO CONTRACTUAL OBLIGATIONS OWED TO KEY CONTRACTUAL ENTITIES, AND THE ADOPTION OF ORDINANCE NO. 11242 TO IMPLEMENT THE TAX

SUMMARY:

Attached is a proposed Ordinance referring to the eligible electors of the City of Pueblo at the coordinated election to be held on November 3, 2026, a ballot question imposing an additional one-quarter percent (0.25%) sales and use tax rate dedicated to Non-Profit Entities and Key Contractual Entities, with priority given to the contractual obligations the City owes to Key Contractual Entities. The implementing Ordinance No. 11242 amends Chapter 4 of Title XIV of the Pueblo Municipal Code to add the additional rate to Sections 14-4-85 and 14-4-63, adds definitions of Key Contractual Entity and Non-Profit Entity to Section 14-4-21, and creates a dedicated Non-Profit and Key Contractual Entities Sales and Use Tax Fund into which the revenues from the new tax will be deposited and from which payments may be made solely to Key Contractual Entities and Non-Profit Entities, with the contractual obligations owed to Key Contractual Entities paid first.

This measure is one of four (4) sales and use tax referral measures being submitted by the City Council to the voters at the November 3, 2026 coordinated election. The other three measures address Parks and Recreation, Roads and Related Infrastructure, and Department of Fire and Technology Related to Public Safety. Each measure stands or falls on its own merits. The implementing Ordinance also directs the City Clerk to assign consecutive subsection designations in Sections 14-4-85 and 14-4-63 of the

Pueblo Municipal Code in the event fewer than all four measures are approved by the voters.

PREVIOUS COUNCIL ACTION:

None on this specific measure. The most recent voter-approved sales and use tax measures are the extension of the Sales and Use Tax Capital Improvement Projects tax at the November 4, 2025 regular municipal election (Ordinance No. 11001, referred by Resolution No. 16103) and the extension of the Public Safety Sales Tax at the November 8, 2022 special municipal election (Ordinance No. 10260, referred by Ordinance No. 10261).

BACKGROUND:

The City of Pueblo presently imposes a sales and use tax at the rate of three and seven-tenths percent (3.7%) pursuant to Chapter 4 of Title XIV of the Pueblo Municipal Code. That rate consists of a three percent (3%) base rate together with voter-approved increments dedicated to capital improvement projects and to police personnel and operating needs. The City does not presently have a dedicated revenue stream for payments to Non-Profit Entities and non-departmental Key Contractual Entities. Such expenditures are presently supported through the General Fund and through limited fees and charges.

The proposed Ordinance refers to the voters the question of whether to impose an additional one-quarter percent (0.25%) sales and use tax rate, the revenues from which would be deposited in a dedicated Non-Profit and Key Contractual Entities Sales and Use Tax Fund and used solely to make payments to Key Contractual Entities and Non-Profit Entities for purposes within the City. Monies in the Fund would first be applied to the contractual obligations the City owes to Key Contractual Entities, and the balance appropriated by the City Council to Non-Profit Entities under criteria the City Council establishes by ordinance. Key Contractual Entities are those partners with which the City contracts to maintain city property and provide public services such as the Humane Society of the Pikes Peak Region, Beulah Mountain Park, and the Nature Center.

If approved by the voters, the new rate would take effect January 1, 2027, and would be permanent. Section 18-5 of the City Charter provides that an ordinance adopted by electoral vote cannot be repealed or amended except by electoral vote, with the result that the dedication of the new revenues to Non-Profit Entity and Key Contractual Entity purposes is locked into the Code and may not be redirected by the Council without subsequent voter approval. The definitions of Key Contractual Entity and Non-Profit Entity are placed in the implementing Ordinance to be initially determined by the voters. City Council may amend the definitions of Key Contractual Entity and Non-Profit Entity in the future by ordinance if necessary, for instance to maintain consistency with state or federal law, including the Internal Revenue Code.

Article X, Section 20 of the Colorado Constitution (the Taxpayer's Bill of Rights) requires voter approval in advance for any new tax. This referral Ordinance places the proposed new tax on the November 3, 2026 ballot for approval by the voters of the City.

FINANCIAL IMPLICATIONS:

It is anticipated that the additional one-quarter percent (0.25%) sales and use tax rate will generate approximately $5,878,267.00 in 2027 and each subsequent year, subject to fluctuation in sales and use tax revenues collected during those years.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Members of the public are the primary stakeholders affected by the proposed Ordinance. The proposal has been the subject of public discussion at City Council meetings and work sessions during 2026.

ALTERNATIVES:

If this Ordinance is not approved by the City Council, the ballot question will not be referred to the voters at the November 3, 2026 election and the City will not establish a dedicated revenue source for payments to Non-Profit Entities and Key Contractual Entities.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Proposed Referral Ordinance
2. Proposed Implementing Ordinance No. 11242

ORDINANCE NO. ____

AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE COORDINATED ELECTION TO BE HELD ON NOVEMBER 3, 2026, A QUESTION RELATING TO THE IMPOSITION OF AN ADDITIONAL ONE-QUARTER PERCENT (0.25%) SALES AND USE TAX RATE FOR NON-PROFIT ENTITIES AND KEY CONTRACTUAL ENTITIES, WITH PRIORITY GIVEN TO CONTRACTUAL OBLIGATIONS OWED TO KEY CONTRACTUAL ENTITIES, AND THE ADOPTION OF ORDINANCE NO. 11242 TO IMPLEMENT THE TAX

WHEREAS, the City of Pueblo, Colorado (the "City") presently imposes, pursuant to Chapter 4 of Title XIV of the Pueblo Municipal Code (the "Code"), a sales and use tax at the rate of three and seven-tenths percent (3.7%); and

WHEREAS, the City does not presently have a dedicated source of revenue for payments to Non-Profit Entities and Key Contractual Entities, which are presently supported through the General Fund and through limited fees and charges; and

WHEREAS, the City Council of the City has determined and hereby finds and determines that the imposition of an additional one-quarter percent (0.25%) sales and use tax rate dedicated to Non-Profit Entity and Key Contractual Entity purposes would promote the public peace, health, safety, and welfare of the residents of the City; and

WHEREAS, the City Council has proposed an Ordinance (Ordinance No. 11242), the text of which is set forth in Section 1 below, which if adopted by the voters of the City would impose the additional one-quarter percent (0.25%) sales and use tax rate dedicated to Non-Profit Entity and Key Contractual Entity purposes; and

WHEREAS, Article X, Section 20 of the Colorado Constitution requires voter approval in advance for any new tax; and

WHEREAS, Section 5-1-10 of the Pueblo Municipal Code authorizes the City Council, by resolution or ordinance, to fix the ballot title for any referred measure submitted to the eligible electors of the City; and

WHEREAS, Section 18-5 of the Charter of the City provides that an ordinance adopted by electoral vote cannot be repealed or amended except by electoral vote, with the result that the dedication of revenues from the new tax to Non-Profit Entity and Key Contractual Entity purposes will be embodied in the Code and may not be redirected without subsequent approval by the voters of the City; and

WHEREAS, the City desires to ask the electors of the City, pursuant to Article X, Section 20 of the Colorado Constitution and Section 5-1-10 of the Pueblo Municipal Code, to approve Ordinance No. 11242 and thereby impose the additional one-quarter percent (0.25%) sales and use tax rate dedicated to Non-Profit Entity and Key Contractual Entity purposes; NOW, THEREFORE,

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

SECTION 1.

The question of adopting Ordinance No. 11242 and thereby imposing the additional one-quarter percent (0.25%) sales and use tax rate dedicated to Non-Profit Entity and Key Contractual Entity purposes shall be submitted to a vote of the eligible electors of the City at the coordinated election to be held on November 3, 2026. The ballot question (submission clause and title) therefore shall be as follows:

QUESTION NO. _____

(IMPOSITION OF ONE-QUARTER PERCENT SALES AND USE TAX FOR NON-PROFIT ENTITIES AND KEY CONTRACTUAL ENTITIES)

SHALL THE CITY OF PUEBLO'S TAXES BE INCREASED BY $5,878,267.00 ANNUALLY (FIRST FULL FISCAL YEAR INCREASE) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER, BEGINNING JANUARY 1, 2027, BY ADOPTING ORDINANCE NO. 11242 IMPOSING AN ADDITIONAL ONE-QUARTER PERCENT (0.25%) SALES AND USE TAX AND ESTABLISHING A SPECIAL FUND TO BE KNOWN AS THE "NON-PROFIT AND KEY CONTRACTUAL ENTITIES SALES AND USE TAX FUND" FOR THE DEPOSIT OF SUCH REVENUES TO BE SPENT SOLELY TO MAKE PAYMENTS TO KEY CONTRACTUAL ENTITIES AND NON-PROFIT ENTITIES FOR PURPOSES WITHIN THE CITY OF PUEBLO, WITH PRIORITY GIVEN TO CONTRACTUAL OBLIGATIONS OWED BY THE CITY TO KEY CONTRACTUAL ENTITIES, AND DEFINING KEY CONTRACTUAL ENTITY AND NON-PROFIT ENTITY IN THE PUEBLO MUNICIPAL CODE, WHICH DEFINITIONS MAY BE AMENDED BY THE CITY COUNCIL BY ORDINANCE, AND SHALL ALL REVENUES DERIVED FROM SUCH TAX BE COLLECTED, RETAINED AND SPENT, NOTWITHSTANDING ANY LIMITATIONS PROVIDED BY LAW, AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO THE LIMITS WHICH WOULD OTHERWISE APPLY PURSUANT TO ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

FOR THE ORDINANCE _____

AGAINST THE ORDINANCE _____

The text of Ordinance No. 11242 is set forth as the Implementing Ordinance attached to this Referral Ordinance and incorporated herein by reference as if fully set forth in this Section.

SECTION 2.

The officers and employees of the City are authorized to take all action necessary, appropriate, or required to implement the provisions of this Ordinance, including without limitation the timely certification of the ballot title set forth in Section 1 above to the Pueblo County Clerk and Recorder for inclusion on the November 3, 2026 coordinated election ballot.

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____

PRESIDENT OF CITY COUNCIL

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____

MAYOR

Action by City Council After Disapproval by the Mayor:

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

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

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

_____

PRESIDENT OF CITY COUNCIL

ATTEST:

_____

City Clerk

ORDINANCE NO. 11242

AN ORDINANCE AMENDING CHAPTER 4 OF TITLE XIV OF THE PUEBLO MUNICIPAL CODE BY ADDING NEW SUBSECTIONS (14.1) AND (20.1) TO SECTION 14-4-21, NEW SUBSECTIONS (m) AND (n) TO SECTION 14-4-85, AND A NEW SUBSECTION (6) TO SECTION 14-4-63 RELATING TO THE IMPOSITION OF AN ADDITIONAL ONE-QUARTER PERCENT (0.25%) SALES AND USE TAX RATE FOR NON-PROFIT ENTITIES AND KEY CONTRACTUAL ENTITIES AND THE CREATION OF A DEDICATED NON-PROFIT AND KEY CONTRACTUAL ENTITIES SALES AND USE TAX FUND

BE IT ORDAINED BY THE PEOPLE OF THE CITY OF PUEBLO, that (**[**brackets**]** indicate matter to be deleted; **underscoring** indicates matter to be added):

SECTION 1.

Section 14-4-21 of Chapter 4 of Title XIV of the Pueblo Municipal Code is hereby amended by the addition of new subsections (14.1) and (20.1) to read as follows:

Sec. 14-4-21. Definitions.

. . .

(14.1) *Key Contractual Entity* means an organization that is exempt from federal income taxation under Section 501(c) of the Internal Revenue Code, or that is a nonprofit corporation in good standing under the Colorado Revised Nonprofit Corporation Act, or a governmental entity, and that is party to a written contract with the City to operate, maintain, or service City owned facilities, or to provide a service to the public on behalf of the City, including a contract providing for the operation, staffing, maintenance, facilities, equipment, or capital needs of that service. The City Council is authorized to amend subsection (14.1) of this Section by ordinance.

(20.1) *Non-Profit Entity* means an organization that is exempt from federal income taxation under Section 501(c) of the Internal Revenue Code, or that is a nonprofit corporation in good standing under the Colorado Revised Nonprofit Corporation Act, and that is not a Key Contractual Entity. An entity may be a Non-Profit Entity notwithstanding that it does not meet the definition of charitable organization in subsection (5) of this Section. The City Council is authorized to amend subsection (20.1) of this Section by ordinance.

SECTION 2.

Section 14-4-85 of Chapter 4 of Title XIV of the Pueblo Municipal Code is hereby amended by the addition of new subsections (m) and (n) to read as follows:

Sec. 14-4-85. Schedule; tax added to price.

. . .

(m) Notwithstanding the three percent (3%), three and one-half percent (3.5%), or three and seven-tenths percent (3.7%) rate provisions of this Section, and in addition to any other rate increment imposed pursuant to this Section, the rate of tax imposed pursuant

to this Section shall be further increased by one-quarter percent (0.25%) on and after January 1, 2027.

(n) The revenues from the additional one-quarter percent (0.25%) sales and use tax rate imposed by Sections 14-4-63(6) and 14-4-85(m) of this Chapter, including interest and penalties with respect thereof, shall upon collection and receipt by the City, be deposited and placed in a special fund hereby created to be known as the "Non-Profit and Key Contractual Entities Sales and Use Tax Fund" (the "Fund"). The moneys in the Fund, including all investment income thereon, shall be used solely to make payments to Key Contractual Entities and Non-Profit Entities for purposes within the City of Pueblo. Payments shall be made first to each Key Contractual Entity, in the amounts and at the times its written contract with the City requires. Payments from the Fund shall be made solely from the moneys available in the Fund. This subsection pledges no revenue of the City other than the moneys in the Fund and creates no obligation of the City to pay Non-Profit or Key Contractual Entities from any other source. If the moneys available in the Fund are insufficient to pay in full the amounts then due to all Key Contractual Entities, payment shall be made to each in such proportion as City Council shall determine in its sole discretion. The balance remaining in the Fund after those payments shall be appropriated by the City Council to Non-Profit Entities at such times, in such amounts, and upon such criteria as the City Council shall establish by ordinance. The City Council may, in anticipation of the collection of the revenues from the additional one-quarter percent (0.25%) sales and use tax rate, and subject to the Colorado Constitution, issue revenue bonds payable solely from the moneys in the Fund for the purpose of financing capital improvements for Non-Profit Entity and Key Contractual Entity purposes.

SECTION 3.

Section 14-4-63 of Chapter 4 of Title XIV of the Pueblo Municipal Code is hereby amended by the addition of a new subsection (6) to read as follows:

Sec. 14-4-63. Storage, consumption and use tax schedule.

. . .

(6) Notwithstanding the three percent (3%), three and one-half percent (3.5%), or three and seven-tenths percent (3.7%) rate provisions of this Section, and in addition to any other rate increment imposed pursuant to this Section, the rate of tax imposed pursuant to this Section shall be further increased by one-quarter percent (0.25%) on and after January 1, 2027.

SECTION 4.

(a) This Ordinance is one of four (4) ordinances submitted to the eligible electors of the City at the coordinated election held on November 3, 2026, each of which adds new subsections to Section 14-4-85 and to Section 14-4-63 of Chapter 4 of Title XIV of the Pueblo Municipal Code. For the purposes of this Section, those four ordinances rank in the following order:

(1) the ordinance imposing an additional sales and use tax rate dedicated to Parks and Recreation purposes;

(2) the ordinance imposing an additional sales and use tax rate dedicated to Roads and Related Infrastructure purposes;

(3) the ordinance imposing an additional sales and use tax rate dedicated to Non-Profit Entities and Key Contractual Entities;

(4) the ordinance imposing an additional sales and use tax rate dedicated to Department of Fire and Technology Related to Public Safety purposes.

(b) If all four of the ordinances identified in subsection (a) of this Section are approved by the eligible electors, the subsections added by this Ordinance retain the letters and the number assigned to them elsewhere in this Ordinance.

(c) If fewer than all four of the ordinances identified in subsection (a) of this Section are approved by the eligible electors, the subsections added to Section 14-4-85 by the approved ordinances take consecutive letters beginning with subsection (i), and the subsections added to Section 14-4-63 by the approved ordinances take consecutive numbers beginning with subsection (4). Letters and numbers are assigned in the rank order stated in subsection (a) of this Section, each approved ordinance taking the next available letters and the next available number in that order, so that no letter or number in either Section is left unused.

(d) Upon certification of the results of the November 3, 2026 coordinated election, the City Clerk is authorized and directed to determine the designations required by subsection (c) of this Section and to record them for purposes of codification under Section 3-22 of the City Charter. Every internal cross-reference within the affected subsections conforms to the designations so determined.

(e) A change in designation under this Section is ministerial in character. It does not alter the rate of tax imposed by this Ordinance, the special fund created by this Ordinance, the purposes for which money in that fund may be expended, or any other substantive provision of this Ordinance. In approving this Ordinance, the people of the City of Pueblo authorize the changes in designation described in this Section, and no further electoral vote is required to make them.

SECTION 5.

The people of Pueblo do hereby find, determine, and declare that the expenditure of revenues from the additional one-quarter percent (0.25%) sales and use tax rate for Non-Profit Entity and Key Contractual Entity purposes within the City of Pueblo will promote the public peace, health, safety, and welfare. The people of Pueblo do further find, determine, and declare that the expenditure of such revenues for Non-Profit Entity and Key Contractual Entity purposes is a public purpose and municipal function, notwithstanding that such expenditure may, directly or indirectly, aid, assist, or benefit private persons, corporations, or other entities.

SECTION 6.

Any revenues generated by the additional one-quarter percent (0.25%) sales and use tax rate imposed pursuant to this Ordinance, together with all investment income thereon, may be collected, retained, and spent as a voter-approved revenue change and an exception to the limits which would otherwise apply pursuant to Article X, Section 20 of the Colorado Constitution or any other law.

SECTION 7.

All ordinances relating to sales and use taxes heretofore adopted, amended, or implemented shall remain in full force and effect except as the same have been previously amended or repealed or as the same may be amended by this Ordinance.

SECTION 8.

All ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance, or part thereof, heretofore repealed.

SECTION 9.

If any section, subsection, paragraph, clause, or other provision of this Ordinance for any reason is invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, or other provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 10.

This Ordinance shall become effective upon the majority vote in favor thereof by the registered electors of the City voting thereon at the coordinated election to be held Tuesday, November 3, 2026. The tax levies of this Ordinance shall take effect beginning January 1, 2027.

SECTION 11.

The officers and staff of the City are authorized and directed to take all action necessary, appropriate, or required to effectuate the provisions of this Ordinance.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
PRESIDENT OF CITY COUNCIL

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
MAYOR

Action by City Council After Disapproval by the Mayor:

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

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

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

PRESIDENT OF CITY COUNCIL

ATTEST:

City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 10, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Harley Gifford, Deputy City Attorney

SUBJECT: AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO, AT THE COORDINATED ELECTION TO BE HELD ON NOVEMBER 3, 2026, A QUESTION RELATING TO THE IMPOSITION OF AN ADDITIONAL ONE-QUARTER PERCENT (0.25%) SALES AND USE TAX RATE FOR THE DEPARTMENT OF FIRE AND TECHNOLOGY RELATED TO PUBLIC SAFETY PURPOSES AND THE ADOPTION OF ORDINANCE NO. 11243 TO IMPLEMENT THE TAX

SUMMARY:

Attached is a proposed Ordinance referring to the eligible electors of the City of Pueblo at the coordinated election to be held on November 3, 2026, a ballot question imposing an additional one-quarter percent (0.25%) sales and use tax rate dedicated to Department of Fire and Technology Related to Public Safety purposes within the City. The implementing Ordinance No. 11243 amends Chapter 4 of Title XIV of the Pueblo Municipal Code to add the additional rate to Sections 14-4-85 and 14-4-63 and creates a dedicated Department of Fire and Technology Related to Public Safety Sales and Use Tax Fund into which the revenues from the new tax will be deposited and from which expenditures may be made solely for Department of Fire and Technology Related to Public Safety purposes.

This measure is one of four (4) sales and use tax referral measures being submitted by the City Council to the voters at the November 3, 2026 coordinated election. The other three measures address Parks and Recreation, Roads and Related Infrastructure, and Non-Profit and Key Contractual Entities. Each measure stands or falls on its own merits. The implementing Ordinance also directs the City Clerk to assign consecutive subsection designations in Sections 14-4-85 and 14-4-63 of the Pueblo Municipal Code in the event fewer than all four measures are approved by the voters.

PREVIOUS COUNCIL ACTION:

None on this specific measure. The most recent voter-approved sales and use tax measures are the extension of the Sales and Use Tax Capital Improvement Projects tax at the November 4, 2025 regular municipal election (Ordinance No. 11001, referred by Resolution No. 16103) and the extension of the Public Safety Sales Tax at the November 8, 2022 special municipal election (Ordinance No. 10260, referred by Ordinance No. 10261).

BACKGROUND:

The City of Pueblo presently imposes a sales and use tax at the rate of three and seven-tenths percent (3.7%) pursuant to Chapter 4 of Title XIV of the Pueblo Municipal Code. That rate consists of a three percent (3%) base rate together with voter-approved increments dedicated to capital improvement projects and to police personnel and operating needs. The City does not presently have a dedicated revenue stream for the Department of Fire or Technology Related to Public Safety purposes. Such expenditures are presently supported through the General Fund and through limited fees and charges.

The Department of Fire strives to comply with National Fire Protection Agency ("NFPA") 1900, Appendix F, which provides that frontline equipment should be put in reserve status after fifteen (15) years due to technology and safety. One apparatus costs more than $1,200,000 and lead time to build is two (2) years. Currently, the Department has three (3) frontline vehicles older than fifteen (15) years that need to be replaced. Once the outdated fleet vehicles are replaced, the Department will need to replace one apparatus per year to maintain standards. Additionally, the Department must properly manage aging equipment on every apparatus to keep it updated and reliable. The Department spends an average of $150,000 annually to maintain aging equipment. Outdated equipment and apparatus impacts response times which directly impact, accreditation, and potential insurance rates for the community (ISO).

These are some examples of how the money could be used if voters approve the tax. Dedicated tax revenue will allow the Department to address equipment and apparatus needs, maintain its accreditation, and improve overall service to the community.

Public Safety depends greatly on technological solutions and equipment, including portable and mobile radios for emergency communication, medical devices such as cardiac heart monitors and controlled substance storage, radio communication towers, drones for fire response, as well as in-car computers, printers, and modems. Software applications support fire call services, automated dispatch systems at each station, record management, medical response, fire training, and scheduling and rostering, among other tasks. Recently, the Department of Fire identified the need to modernize their wildland fire response efforts by incorporating drones and systems that detect fires and hotspots, improving early action along rivers, plains, and within our community. Maintaining these systems with up-to-date technology is expensive for the City but is an absolute necessity to keep our community safe.

The proposed Ordinance refers to the voters the question of whether to impose an additional one-quarter percent (0.25%) sales and use tax rate, the revenues from which would be deposited in a dedicated Department of Fire and Technology Related to

Public Safety Sales and Use Tax Fund and used solely for Department of Fire and Technology Related to Public Safety purposes within the City. If approved by the voters, the new rate would take effect January 1, 2027, and would be permanent. Section 18-5 of the City Charter provides that an ordinance adopted by electoral vote cannot be repealed or amended except by electoral vote, with the result that the dedication of the new revenues to Department of Fire and Technology Related to Public Safety purposes is locked into the Code and may not be redirected by the Council without subsequent voter approval.

Article X, Section 20 of the Colorado Constitution (the Taxpayer's Bill of Rights) requires voter approval in advance for any new tax. This referral Ordinance places the proposed new tax on the November 3, 2026 ballot for approval by the voters of the City.

FINANCIAL IMPLICATIONS:

It is anticipated that the additional one-quarter percent (0.25%) sales and use tax rate will generate approximately $5,878,267.00 in 2027 and each subsequent year, subject to fluctuation in sales and use tax revenues collected during those years.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Members of the public are the primary stakeholders affected by the proposed Ordinance. The proposal has been the subject of public discussion at City Council meetings and work sessions during 2026.

ALTERNATIVES:

If this Ordinance is not approved by the City Council, the ballot question will not be referred to the voters at the November 3, 2026 election and the City will not establish a dedicated revenue source for Department of Fire and Technology Related to Public Safety purposes.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Proposed Referral Ordinance
2. Proposed Implementing Ordinance No. 11243

ORDINANCE NO. ____

AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE COORDINATED ELECTION TO BE HELD ON NOVEMBER 3, 2026, A QUESTION RELATING TO THE IMPOSITION OF AN ADDITIONAL ONE-QUARTER PERCENT (0.25%) SALES AND USE TAX RATE FOR DEPARTMENT OF FIRE AND TECHNOLOGY RELATED TO PUBLIC SAFETY PURPOSES AND THE ADOPTION OF ORDINANCE NO. 11243 TO IMPLEMENT THE TAX

WHEREAS, the City of Pueblo, Colorado (the "City") presently imposes, pursuant to Chapter 4 of Title XIV of the Pueblo Municipal Code (the "Code"), a sales and use tax at the rate of three and seven-tenths percent (3.7%); and

WHEREAS, the City does not presently have a dedicated source of revenue for Department of Fire and Technology Related to Public Safety purposes, which are presently supported through the General Fund and through limited fees and charges; and

WHEREAS, the City Council of the City has determined and hereby finds and determines that the imposition of an additional one-quarter percent (0.25%) sales and use tax rate dedicated to Department of Fire and Technology Related to Public Safety purposes would promote the public peace, health, safety, and welfare of the residents of the City; and

WHEREAS, the City Council has proposed an Ordinance (Ordinance No. 11243), the text of which is set forth in Section 1 below, which if adopted by the voters of the City would impose the additional one-quarter percent (0.25%) sales and use tax rate dedicated to Department of Fire and Technology Related to Public Safety purposes; and

WHEREAS, Article X, Section 20 of the Colorado Constitution requires voter approval in advance for any new tax; and

WHEREAS, Section 5-1-10 of the Pueblo Municipal Code authorizes the City Council, by resolution or ordinance, to fix the ballot title for any referred measure submitted to the eligible electors of the City; and

WHEREAS, Section 18-5 of the Charter of the City provides that an ordinance adopted by electoral vote cannot be repealed or amended except by electoral vote, with the result that the dedication of revenues from the new tax to Department of Fire and Technology Related to Public Safety purposes will be embodied in the Code and may not be redirected without subsequent approval by the voters of the City; and

WHEREAS, the City desires to ask the electors of the City, pursuant to Article X, Section 20 of the Colorado Constitution and Section 5-1-10 of the Pueblo Municipal Code, to approve Ordinance No. 11243 and thereby impose the additional one-quarter percent (0.25%) sales and use tax rate dedicated to Department of Fire and Technology Related to Public Safety purposes;

NOW, THEREFORE,

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

SECTION 1.

The question of adopting Ordinance No. 11243 and thereby imposing the additional one-quarter percent (0.25%) sales and use tax rate dedicated to Department of Fire and Technology Related to Public Safety purposes shall be submitted to a vote of the eligible electors of the City at the coordinated election to be held on November 3, 2026. The ballot question (submission clause and title) therefore shall be as follows:

QUESTION NO. _____

(IMPOSITION OF ONE-QUARTER PERCENT SALES AND USE TAX FOR DEPARTMENT OF FIRE AND TECHNOLOGY RELATED TO PUBLIC SAFETY PURPOSES)

SHALL THE CITY OF PUEBLO'S TAXES BE INCREASED BY $5,878,267.00 ANNUALLY (FIRST FULL FISCAL YEAR INCREASE) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER, BEGINNING JANUARY 1, 2027, BY ADOPTING ORDINANCE NO. 11243 IMPOSING AN ADDITIONAL ONE-QUARTER PERCENT (0.25%) SALES AND USE TAX AND ESTABLISHING A SPECIAL FUND TO BE KNOWN AS THE "DEPARTMENT OF FIRE AND TECHNOLOGY RELATED TO PUBLIC SAFETY SALES AND USE TAX FUND" FOR THE DEPOSIT OF SUCH REVENUES TO BE SPENT SOLELY FOR DEPARTMENT OF FIRE AND TECHNOLOGY RELATED TO PUBLIC SAFETY PURPOSES WITHIN THE CITY OF PUEBLO, AND SHALL ALL REVENUES DERIVED FROM SUCH TAX BE COLLECTED, RETAINED AND SPENT, NOTWITHSTANDING ANY LIMITATIONS PROVIDED BY LAW, AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO THE LIMITS WHICH WOULD OTHERWISE APPLY PURSUANT TO ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

FOR THE ORDINANCE _____

AGAINST THE ORDINANCE _____

The text of Ordinance No. 11243 is set forth as the Implementing Ordinance attached to this Referral Ordinance and incorporated herein by reference as if fully set forth in this Section.

SECTION 2.

The officers and employees of the City are authorized to take all action necessary, appropriate, or required to implement the provisions of this Ordinance, including without limitation the timely certification of the ballot title set forth in Section 1 above to the Pueblo County Clerk and Recorder for inclusion on the November 3, 2026 coordinated election ballot.

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
PRESIDENT OF CITY COUNCIL

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____

MAYOR

Action by City Council After Disapproval by the Mayor:

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

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

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

_____

PRESIDENT OF CITY COUNCIL

ATTEST:

_____

City Clerk

ORDINANCE NO. 11243

AN ORDINANCE AMENDING CHAPTER 4 OF TITLE XIV OF THE PUEBLO MUNICIPAL CODE BY ADDING NEW SUBSECTIONS (o) AND (p) TO SECTION 14-4-85 AND A NEW SUBSECTION (7) TO SECTION 14-4-63 RELATING TO THE IMPOSITION OF AN ADDITIONAL ONE-QUARTER PERCENT (0.25%) SALES AND USE TAX RATE FOR DEPARTMENT OF FIRE AND TECHNOLOGY RELATED TO PUBLIC SAFETY PURPOSES AND THE CREATION OF A DEDICATED DEPARTMENT OF FIRE AND TECHNOLOGY RELATED TO PUBLIC SAFETY PURPOSES SALES AND USE TAX FUND

BE IT ORDAINED BY THE PEOPLE OF THE CITY OF PUEBLO, that ([brackets] indicate matter to be deleted; **underscoring** indicates matter to be added):

SECTION 1.

Section 14-4-85 of Chapter 4 of Title XIV of the Pueblo Municipal Code is hereby amended by the addition of new subsections (o) and (p) to read as follows:

Sec. 14-4-85. Schedule; tax added to price.

. . .

(o) Notwithstanding the three percent (3%), three and one-half percent (3.5%), or three and seven-tenths percent (3.7%) rate provisions of this Section, and in addition to any other rate increment imposed pursuant to this Section, the rate of tax imposed pursuant to this Section shall be further increased by one-quarter percent (0.25%) on and after January 1, 2027.

(p) The revenues from the additional one-quarter percent (0.25%) sales and use tax rate imposed by Sections 14-4-63(7) and 14-4-85(o) of this Chapter, including interest and penalties with respect thereof, shall upon collection and receipt by the City, be deposited and placed in a special fund hereby created to be known as the "Department of Fire and Technology Related to Public Safety Sales and Use Tax Fund" (the "Fund"). The moneys in the Fund, including all investment income thereon, shall be used solely for Department of Fire and Technology Related to Public Safety purposes within the City of Pueblo. The City Council may, in anticipation of the collection of the revenues from the additional one-quarter percent (0.25%) sales and use tax rate, and subject to the Colorado Constitution, issue revenue bonds payable solely from the moneys in the Fund for the purpose of financing capital improvements for Department of Fire and Technology Related to Public Safety purposes.

SECTION 2.

Section 14-4-63 of Chapter 4 of Title XIV of the Pueblo Municipal Code is hereby amended by the addition of a new subsection (7) to read as follows:

Sec. 14-4-63. Storage, consumption and use tax schedule.

. . .

(7) Notwithstanding the three percent (3%), three and one-half percent (3.5%), or three and seven-tenths percent (3.7%) rate provisions of this Section, and in addition to any other rate increment imposed pursuant to this Section, the rate of tax imposed pursuant to this Section shall be further increased by one-quarter percent (0.25%) on and after January 1, 2027.

SECTION 3.

(a) This Ordinance is one of four (4) ordinances submitted to the eligible electors of the City at the coordinated election held on November 3, 2026, each of which adds new subsections to Section 14-4-85 and to Section 14-4-63 of Chapter 4 of Title XIV of the Pueblo Municipal Code. For the purposes of this Section, those four ordinances rank in the following order:

(1) the ordinance imposing an additional sales and use tax rate dedicated to Parks and Recreation purposes;

(2) the ordinance imposing an additional sales and use tax rate dedicated to Roads and Related Infrastructure purposes;

(3) the ordinance imposing an additional sales and use tax rate dedicated to Non-Profit Entities and Key Contractual Entities;

(4) the ordinance imposing an additional sales and use tax rate dedicated to Department of Fire and Technology Related to Public Safety purposes.

(b) If all four of the ordinances identified in subsection (a) of this Section are approved by the eligible electors, the subsections added by this Ordinance retain the letters and the number assigned to them elsewhere in this Ordinance.

(c) If fewer than all four of the ordinances identified in subsection (a) of this Section are approved by the eligible electors, the subsections added to Section 14-4-85 by the approved ordinances take consecutive letters beginning with subsection (i), and the subsections added to Section 14-4-63 by the approved ordinances take consecutive numbers beginning with subsection (4). Letters and numbers are assigned in the rank order stated in subsection (a) of this Section, each approved ordinance taking the next available letters and the next available number in that order, so that no letter or number in either Section is left unused.

(d) Upon certification of the results of the November 3, 2026 coordinated election, the City Clerk is authorized and directed to determine the designations required by subsection (c) of this Section and to record them for purposes of codification under Section 3-22 of the City Charter. Every internal cross-reference within the affected subsections conforms to the designations so determined.

(e) A change in designation under this Section is ministerial in character. It does not alter the rate of tax imposed by this Ordinance, the special fund created by this Ordinance, the purposes for which money in that fund may be expended, or any other substantive provision of this Ordinance. In approving this Ordinance, the people of the City of Pueblo authorize the changes in designation described in this Section, and no further electoral vote is required to make them.

SECTION 4.

The people of Pueblo do hereby find, determine, and declare that the expenditure of revenues from the additional one-quarter percent (0.25%) sales and use tax rate for Department of Fire and

Technology Related to Public Safety purposes within the City of Pueblo will promote the public peace, health, safety, and welfare. The people of Pueblo do further find, determine, and declare that the expenditure of such revenues for Department of Fire and Technology Related to Public Safety purposes is a public purpose and municipal function.

SECTION 5.

Any revenues generated by the additional one-quarter percent (0.25%) sales and use tax rate imposed pursuant to this Ordinance, together with all investment income thereon, may be collected, retained, and spent as a voter-approved revenue change and an exception to the limits which would otherwise apply pursuant to Article X, Section 20 of the Colorado Constitution or any other law.

SECTION 6.

All ordinances relating to sales and use taxes heretofore adopted, amended, or implemented shall remain in full force and effect except as the same have been previously amended or repealed or as the same may be amended by this Ordinance.

SECTION 7.

All ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance, or part thereof, heretofore repealed.

SECTION 8.

If any section, subsection, paragraph, clause, or other provision of this Ordinance for any reason is invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, or other provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 9.

This Ordinance shall become effective upon the majority vote in favor thereof by the registered electors of the City voting thereon at the coordinated election to be held Tuesday, November 3, 2026. The tax levies of this Ordinance shall take effect beginning January 1, 2027.

SECTION 10.

The officers and staff of the City are authorized and directed to take all action necessary, appropriate, or required to effectuate the provisions of this Ordinance.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
PRESIDENT OF CITY COUNCIL

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____

MAYOR

Action by City Council After Disapproval by the Mayor:

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

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

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

_____

PRESIDENT OF CITY COUNCIL

ATTEST:

_____

City Clerk

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 10, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Brett Boston, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO GRASSROOTS GRAVEL LTD IN THE AMOUNT OF $500 TO SPONSOR GRASSROOTS GRAVEL ON OCTOBER 9-10, 2026, AT ALAN HAMEL AVE. & MAIN ST. FROM 2:00–10:00 PM

SUMMARY:

Attached for consideration is a request for support of Grassroots Gravel LTD in the amount of $500 to sponsor Grassroots Gravel on October 9-10, 2026, at Alan Hamel Ave. & Main St. from 2:00 - 10:00 PM.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Member Brett Boston is requesting $500 to sponsor Grassroots Gravel LTD's Grassroots Gravel. The event will take place on October 9-10, 2026, at Alan Hamel Ave. & Main St. from 2:00 - 10:00 PM.

Grassroots Gravel's mission is to create a top-tier event and festival that creates opportunities for all to participate in biking and the outdoors while also creating a significant impact on the local economy, regional reputation, and wellness of the people living right in Pueblo.

The Grassroots Gravel event comprises two days of activity: On Friday, October 9th there will be an expo and festival featuring outdoor industry vendors, skills clinics, and local food vendors right in the PURA lot. In the later afternoon there will be a family-friendly (and free) social ride starting and ending at the festival. On Friday evening, there will be a concert that is free to the community, featuring regional and statewide acts. On Saturday, the main race and rides depart from downtown starting at 8am.

Rider maximum capacity will be set at 1,500 (the event has filled every year for the past three years at 400, 850, and 1,200 riders respectively). Courses range from 15 to 113 miles in length. The courses depart town and head west toward Beulah on Pueblo County's gravel roads, with the longest course going all the way past Rye and Colorado City before returning to downtown. The festival will run all day Saturday as well, with a celebration of every finisher at the finish line.

Their organization also donated to Red Creek Volunteer Fire & Rescue ($1,500), Nature & Wildlife Discovery Center ($1,300), First Responders admissions stipends at CSU-Pueblo ($450), Palmer Land Conservancy ($150), and distributed $2,000 in Ride Together Grants. They also provided in-kind support including equipment, merchandise, registrations, and educational programming exceeding $10,000 to nonprofits including the Boys & Girls Club of Pueblo County, Adaptive Adventures, Ride For Racial Justice, Pueblo Zoo, Pueblo Latino Chamber, and Mile High 360.

Sponsorship funds will be used to directly support the expo and concert, which are both free to the public. The two-day festival takes place in the PURA parking lot (right next to SRDA). The expo (Friday & Saturday) and concert (Friday night) will feature learning opportunities, social riding opportunities for all ages, live music and arts, and professional production that makes it possible to highlight and fully appreciate our incredible community and setting. In 2025, the event had 1,200+ riders from 24 states and Canada, with over 2,000 total participants.

In 2025, the event cost approximately $150,000 to host, and due to the overall increased price of goods, and increased investment in operations as they scale the event, the estimated cost this year is $200,000. Registration fees for the race & rides on Saturday range from $81.13 for an individual to $374.00 for a team. Riders who wish to participate but are limited by financial barriers are also able ot apply for their Ride Together Grant, which can cover registration, travel expenses, and nutrition & equipment support. The final profit / Founder & Director's salary last year was $30,000.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of $500 would be paid from the Council Contingencies Account in the 2026 General Fund Budget to Grassroots Gravel LTD.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Brett Boston.

ATTACHMENTS:

1. Sponsorship Request Packet - Grassroots Gravel
2. SOS - Grassroots Gravel Ltd. - 7.14.26
3. 2026 Contingencies (Council) Grassroots Gravel

RESOLUTION NO.

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO GRASSROOTS GRAVEL LTD IN THE AMOUNT OF $500 TO SPONSOR GRASSROOTS GRAVEL ON OCTOBER 9-10, 2026, AT ALAN HAMEL AVE. & MAIN ST. FROM 2:00–10:00 PM

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $500 from the Council Contingencies Account in the 2026 General Fund Budget is authorized to be paid to Grassroots Gravel LTD to sponsor the Grassroots Gravel on October 9-10, 2026, at Alan Hamel Ave. & Main St. from 2:00 - 10:00 PM.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: August 10, 2026

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Sponsorship Request (COPY)

07/16/2026 1:53 PM (MDT)

Sponsorship Request

****Please submit requests at least one month in advance to allow for adequate processing time**

Please share the councilor(s) you have reached out to regarding your Sponsorship Request	Brett Boston, Ted Hernandez
Requestor Name	Adam Davidson
Today's Date	07/16/2026
Requestor Phone	[redacted]
Requestor Email	[redacted]
Business/Organization Name	Grassroots Gravel Ltd
Organization Website	https://www.grassrootsgravel.com/
Please share your business or organizations mission/goals	Grassroots Gravel's mission is to create a top-tier event and festival that creates opportunities for all to participate in biking and the outdoors while also creating a significant impact on the local economy, regional reputation, and wellness of the people living right in Pueblo. Grassroots Gravel is Pueblo-owned and committed to producing an experience that is known nationwide, while also working to skill-up local vendors and individuals to fill the unique outdoor industry roles and opportunities it creates. We support local volunteer fire & rescue, partnering with and raising funds for Red Creek Volunteer Fire & Rescue among others for the past 3 years and throughout 2026. During the Aspen Acres fire, we have raised over $4,000 in direct financial contributions to Red Creek Volunteer, Beulah Fire Auxiliary, and United Way of Southern Colorado. We also partner with local, regional and national organizations to expand access and opportunities for folks across the board including in-kind and program support for the Boys & Girls Club, disability access and program support through Adaptive Adventures, in-kind support for the Ride For Racial Justice, program support for the City of Pueblo Parks & Recreation, Nature & Wildlife Discovery Center, Senior Resource Development Agency, and more. Grassroots Gravel also provides its own grant program called the Ride Together Grant to support access to riders and participants facing financial barriers. The annual festival and expo each October is free and open to the public with dozens of outdoor industry vendors, a live concert featuring statewide acts, and more. Furthermore, Grassroots Gravel exists to provide year-round free skills clinics and directly supports programs led by nonprofits like the Boys & Girls Club of Pueblo to get more youth and families engaged in healthy, fulfilling activities.
Company/Organization Classification	Other

If other please explain	Grassroots Gravel is a mission-driven LLC that is owned in Pueblo and heavily invested in positively representing the community, creating sustainable economic opportunities, expanding access to outdoor recreation for everyone, and supporting local nonprofits and businesses.
Is your organization currently in good standing with the Secretary of State?	Yes
What population(s) does your organization primarily serve?(multi select)	• Disadvantaged – low income • Youth • Adults • Families • Senior Citizens • LGBTQ+ • Persons with disabilities • Individuals with substance abuse disorders
How many individuals did your organization serve last year?	2,000+ event attendees, including 50+ donated entries, 600+ skills clinic participants, 125+ local volunteers
Requested Amount	3000
Please describe how the contribution will be used	This sponsorship contribution would directly support the production of the festival, expo, and concert during Grassroots Gravel's main event in October. The two-day festival takes place in the PURA parking lot (right next to SRDA). The expo (Friday & Saturday) and concert (Friday night) are free and open to the public and will feature learning opportunities, social riding opportunities for all ages, live music and arts, and professional production that makes it possible to highlight and fully appreciate our incredible community and setting. Grassroots Gravel has worked hard to build an atmosphere and reputation as a place for everyone, and regularly gets survey responses saying our volunteers and community are the friendliest they've experienced. In 2025, the event had 1,200+ riders from 24 states and Canada, with over 2,000 total participants.
Sponsorship Benefits	Sponsorship benefits include recognition on event website, social media, and print marketing materials, as well as expo space and a designated number of complimentary race entries.
Have you applied for CSAC funding?	No
Please list any other organizations or entities you are requesting funding from , the requested amount, and how much funding you have received so far.	UCHealth (title sponsor 2025 - 2027), Visit Pueblo (Regional Promotion Partner), Minnequa Works Credit Union (Concert Presenter), Pueblo Board of County Commissioners, and more
Sponsorship request for	Event

Event Title	Grassroots Gravel
Event Date	10/09/2026
Event Start Time	2:00 PM (MDT)
Event End Time	10:00 PM (MDT)
Event Location	PURA lot at Alan Hamel Avenue and Central Main Street (by SRDA)
Admission to this event is	Free
What is the maximum capacity of your event?	2500
Event Description:	Event weekend consists of two days of activity: On Friday, October 9th there will be an expo and festival featuring outdoor industry vendors, skills clinics, and local food vendors right in the PURA lot. In the later afternoon there will be a family-friendly (and free) social ride starting and ending at the festival. On Friday evening, there will be a concert that is free to the community, featuring regional and statewide acts. On Saturday the main race and rides depart from downtown starting at 8am. Rider maximum capacity will be set at 1,500 (the event has filled every year for the past three years at 400, 850, and 1,200 riders respectively). Courses range from 15 - 113 miles in length. The courses depart town and head west toward Beulah on Pueblo County's gravel roads, with the longest course going all the way past Rye and Colorado City before returning to downtown. The expo and festival will run all day Saturday as well, with a low-key celebration of every finisher at the finish line.
Was this event also held last year?	Yes
How many people attended?	1,500+
Does your organization hold multiple events per year?	Yes
If yes, please list the event titles and a short description.	In addition to small skills clinics run in partnership with local nonprofits and the City of Pueblo throughout the year, Grassroots Gravel recently launched a new event coming May 24, 2026. The Farmstand 50 is a simplified event format with just one distance and a smaller maximum capacity of 300 riders. The intent of the Farmstand 50 is to highlight the agricultural identity of Pueblo while simultaneously bringing in folks and businesses in that part of our community. Registration for the inaugural Farmstand 50 sold-out two months ahead of the event.

Please upload supporting documents such as sponsorship request letter, event flyer etc.	2026 Grassroots Gravel Sponsorship Opportunities v1.7 web.pdf

Payment Details

Make check payable to	Grassroots Gravel Ltd
Address	535 McClelland Ave Pueblo, CO 81005
Phone Number	970-373-8799

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OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Grassroots Gravel Ltd.

is a

Limited Liability Company

formed or registered on 06/19/2023 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20231638083 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/13/2026 that have been posted, and by documents delivered to this office electronically through 07/14/2026 @ 16:56:27 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 07/14/2026 @ 16:56:27 in accordance with applicable law. This certificate is assigned Confirmation Number 18790182 .

Jena Griswold

Secretary of State of the State of Colorado

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

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

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5/11/26	Creative Consortium/Friendly Harbor - My Name Is				$ 60,700.00
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7/13/26	~~Pueblo County Fair - Family Fun Day~~ *Event Cancelled*				$ 42,200.00
8/10/26	Grassroots Gravel		$ 500.00		$ 41,700.00

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 10, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Joe Latino, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO THE ROSELAWN 1891 COMPANY IN THE AMOUNT OF $1,700 TO SPONSOR WREATHS ACROSS AMERICA ON DECEMBER 19, 2026, FROM 12:00–4:00PM, AT ROSELAWN CEMETERY

SUMMARY:

Attached for consideration is a request for support of The Roselawn 1891 Company in the amount of $1,700 to sponsor Wreaths Across America on December 19, 2026, from 12:00 - 4:00PM, at Roselawn Cemetery.

PREVIOUS COUNCIL ACTION:

Council supported this ceremony in 2022 for $3,000 and in 2025 for $1,700.

BACKGROUND:

City Council Member Joe Latino is requesting $1,700 to sponsor The Roselawn 1891 Company's Wreaths Across America. The ceremony will take place on December 19, 2026, from 12:00–4:00 PM, at Roselawn Cemetery.

The Roselawn 1891 Company is a 501 (c)(3) whose goal is to contribute to the mission of Wreaths Across America to always Remember and Honor our military veterans who gave so much; many gave their all, and to continue teaching the next generation the value of freedom, and to always remember our veterans.

The ceremony begins with a flyover narration by CAE followed by the presentation of the colors and presentation of eight wreaths for each of the branches of the military and one for POW/MIA soldiers. Speakers will talk about our mission to Remember, Honor and Teach the next generation about the value of our freedom. Wreaths will be placed by volunteers after the ceremony.

Their fundraising goal is to obtain as many sponsorships as possible in order to place a wreath on the final resting place of all 4,000 military veterans laid to rest at Roselawn Cemetary.

Sponsorship funds will be used to directly cover the cost to supply wreaths at $17 each.

As of June 17, 2026, they had received $7,282 in sponsorships & donations which covers the cost of approximately 428 wreaths out of 4,000.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of $1,700 would be paid from the Council Contingencies Account in the 2026 General Fund Budget to The Roselawn 1891 Company.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Joe Latino.

ATTACHMENTS:

1. Sponsorship Request Packet - The Roselawn 1891 Company - Wreaths Across America
2. SOS - The Roselawn 1891 Company 7.22.26
3. 2026 Contingencies (Council) The Roselawn 1891 Co. - Wreaths Across America

RESOLUTION NO.

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO THE ROSELAWN 1891 COMPANY IN THE AMOUNT OF $1,700 TO SPONSOR WREATHS ACROSS AMERICA ON DECEMBER 19, 2026, FROM 12:00–4:00PM, AT ROSELAWN CEMETERY

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $1,700 from the Council Contingencies Account in the 2026 General Fund Budget is authorized to be paid to The Roselawn 1891 Company to sponsor the Wreaths Across America on December 19, 2026, from 12:00 - 4:00PM, at Roselawn Cemetery.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: August 10, 2026

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Sponsorship Request (COPY)

07/13/2026 8:27 AM (MDT)

Sponsorship Request

****Please submit requests at least one month in advance to allow for adequate processing time**

Please share the councilor(s) you have reached out to regarding your Sponsorship Request	Joe Latino
Requestor Name	Roselawn 1891 Foundation a/k/a 1891 Company a 501(c)3 company
Today's Date	06/17/2026
Requestor Phone	[redacted]
Requestor Email	[redacted]
Business/Organization Name	Roselawn 1891 Foundation a/k/a 1891 Company
Organization Website	https://www.roselawn1891.org/
Please share your business or organizations mission/goals	Our goal is to contribute to the mission of Wreaths Across America to always Remember and Honor our military veterans who gave so much; many gave their all, and to continue Teaching the next generation the value of freedom and to always remember our veterans. It is said that a veteran dies two times; when he takes his last breath, and then again when he is forgotten and his name is no longer spoken. Our goal is to obtain as many sponsorships for wreaths as we can in order to place a wreath on the final resting places of more than 4,000 military veterans to whom we owe our liberty. Our memorial event is held at Roselawn Cemetery on December 19, 2026 at 12:00 noon. Volunteers will place wreaths following a very moving ceremony.
Company/Organization Classification	Non-Profit
Is your organization currently in good standing with the Secretary of State?	Yes
What population(s) does your organization primarily serve?(multi select)	• Veterans
How many individuals did your organization serve last year?	Last year we were able to order and place more than 1,200 wreaths.
Requested Amount	$1,700.00

Please describe how the contribution will be used	We take orders for wreaths and place orders with Wreaths Across America, any undesignated funds that are donated are used to purchase more wreaths.
Sponsorship Benefits	Our mission to educate the next generation about the sacrifices made by our veterans; which allow us to live in a country that values and protects it's freedom and liberty.
Have you applied for CSAC funding?	No
Please list any other organizations or entities you are requesting funding from , the requested amount, and how much funding you have received so far.	Our wreath campaign is year long. We recently sent a mailing to more than 350 potential sponsors, as well as email sponsorship requests and on Friday met with ENT/Wings staff who sponsored 30 wreaths. We are making presentations at a number of churches and have several scheduled in the next month. At this time we have received in $7,282.00 (about 428 wreaths).
Sponsorship request for	Event

Event Title	Wreaths Across America Wreath Laying Event
Event Date	12/19/2026
Event Start Time	12:00 AM (MDT)
Event End Time	4:00 PM (MDT)
Event Location	Roselawn Cemetery
Admission to this event is	Free
What is the maximum capacity of your event?	200
Event Description:	Our event begins with a flyover narration by CAE followed by the presentation of the colors and presentation of eight wreaths for each of the branches of the military and one for POW/MIA soldiers. Speakers will talk about our mission to Remember, Honor and Teach the next generation about the value of our freedom.
Was this event also held last year?	Yes
Please provide the total cost for this event last year.	300
How many people attended?	Approximately 200 attendees many were volunteers
Please provide the estimated cost to hold this event this year.	350
Does your organization hold multiple events per year?	No

Please upload supporting documents such as sponsorship request letter, event flyer etc.	2026 Sponsor Form_WAA.pdf WAA26SponsorLETTER.pdf

Payment Details

Make check payable to	Roselawn 1891 Company
Address	1706 Roselawn Road Pueblo, CO 81006
Phone Number	719-251-9949

Please note: If the payee listed above is not an established vendor with the City of Pueblo, the City of Pueblo vendor application (found below) must be completed before payment can be processed. If payee is an active vendor with the City of Pueblo, we will confirm the information listed above. If the information does not match our records, it must be updated using the City of Pueblo vendor application (found below) before payment can be processed. Completed vendor forms may be submitted directly to vendorinfo@pueblo.us.

Download the Vendor Application

Roselawn 1891 Company

(aka) Roselawn Foundation

Dear Wreaths Across America Sponsors,

Wreaths Across America's year-long mission is simple: **Remember** the fallen, **Honor** those who serve, and **Teach** the next generation about the value of freedom. In December 1992 in Harrington, Maine, when wreath maker Morrill Worcester found himself with a surplus of 5,000 wreaths during the holiday season. Worcester saw the surplus as an opportunity to pay tribute to our country's veterans arranged for the wreaths to be placed at Arlington National Cemetery. After years of donating surplus wreaths to Arlington National Cemetery, a photo of donated wreaths covered with snow went viral online and boosted wreath donations and volunteerism, which continue to grow annually across the country.

This year, National Wreaths Across America Day will be Saturday, December 19, 2026. The ceremony at Roselawn cemetery, will begin at 12:00 noon followed by the placement of wreaths. Please add this date to your calendar and plan on attending; this event is free, nonpolitical and open to everyone.

2026 is America's 250 Semiquincentennial and Wreaths Across America honors 250 years of American Heros with the theme; "Remember Me." A wreath laying ceremony will be celebrated at Roselawn Cemetery, which is the final resting place of more than 4,000 Veterans who have served in the Civil War, Spanish American War, WWI, WWII, Korea, Vietnam, Desert Storm, Persian Gulf, Iraq & Afghanistan. Our goal at Roselawn, and at cemeteries across the country and at sea, is to have a wreath on the grave of every veteran.

In 2025, there were more than 1,070 wreaths placed at Roselawn, leaving too many veterans without a remembrance wreath. Our objective is to continue working to reach our ultimate goal of 4,000 wreaths and with your generosity, we are hoping to meet this goal and ensure no veteran is forgotten. Each handmade, fresh, live wreath costs $17 to sponsor and is made in the United States with Maine balsam, because our veterans deserve the best for giving their all!

The 2026 sponsor form is attached and is also available on the Roselawn 1891 Foundation's website. The form has been revised to include options for sponsorships including a Family pack with the sponsor's name on a family tree.

On behalf of the Roselawn Foundation volunteers and military families looking to honor all the veterans laid to rest at Roselawn Cemetery, we thank you for your consideration of this patriotic cause.

Respectfully,

ROSELAWN CEMETERY LOCATION CODES – CORLCP/CO0164P

Lucille Corsentino, WAA Volunteer
ljcpag@gmail.com
719-406-3125

Susana Ortega, WAA Volunteer
sevortega1@comcast.net
719-251-9949

ROSELAWN'S 7th ANNUAL



WREATHS *across* AMERICA

Saturday, December 13, 2025 – 12:00 noon Outdoor Ceremony

Sponsor's Name: _____

Address: _____

City State Zip

Phone: _____ **Email:**_____

Roselawn Cemetery is the final resting place of more than 4,000 Veterans who have served in the Civil War, Spanish American War, WWI, WWII, Korea, Vietnam, Desert Storm, Persian Gulf, Iraq & Afghanistan. Our goal is to work until we have a wreath on every veteran's grave. All sponsorships and donations are deeply appreciated and will help us reach that goal, thank you for your support!

Please include Loc ID# and FUNDRAISING ID# on all checks and online orders:

CORLCP and CO0164P

Order Deadline: November 21, 2025

SPONSORSHIP TYPE		PRICE	# of wreaths	TOTAL
Recurring Monthly Wreath (Call WAA #877-385-9504 or sign-up on-line)		$204.00		
Individual Wreath (1 Wreath)		$17.00		
Family Bundle (5 Wreaths)	(Name Listed in Program)	$85.00		
Bronze Corporate Sponsor (10 Wreaths)	(Name Listed in Program)	$170.00		
Silver Corporate Sponsor (20 Wreaths)	(Quarter Page Ad in Program)	$340.00		
Gold Corporate Sponsor (50 Wreaths)	(Quarter Page Ad in Program)	$850.00		
Platinum Corporate Sponsor (100 Wreaths)	(Half Page Ad in Program)	$1,700.00		
Total Grave Specific Wreaths* _____		Total General Wreaths: _____		

Wreaths MUST be Placed by Sponsor or their Designee (Volunteers place General Wreaths they do not place Grave Specific wreaths)

(*Grave Specific - List Names and Locations on the Back of Form.)

MAKE CHECKS PAYABLE TO: The Roselawn 1891 Company and include codes: CORLCP and CO0164P

Total Amount Paid: _____ **Cash**_____ **Check#** _____

Name:_____ **Credit Crd#:**_____ **Exp Date:**_____ **Code#:**_____ **Zip**_____

MAIL: Roselawn Cemetery
ATTN: Wreaths Across America
1706 Roselawn Road
Pueblo, CO 81006

OR, stop by the Roselawn Office, Mon. – Fri., 8:00a – 5:00p and fill out a sponsor form.

Contact: Ray Brown 303-519-4675 Ray@RoselawnPueblo.org OR, Susana Ortega 719-251-9949 sevortega1@comcast.net, with questions or to place orders.

WREATHS ACROSS AMERICA'S MISSION: *Remember *Honor *Teach
2025 Theme: "KEEP MOVING FORWARD"

Wreaths will be available at Roselawn to pick up and place on Friday, December 12th.

GENERAL WREATHS placed by volunteers at the graves of veterans who have no family or friends to remember and honor them.

GRAVE SPECIFIC WREATHS placed at a specific grave at Roselawn Cemetery by the Sponsor's family, or someone designated by the Sponsor.

Grave Specific Wreaths that are not picked up by December 13th will be placed in the Rose Garden.

IN MEMORY OF WREATH placed in the Rose Garden at Roselawn Cemetery

Veteran:_____ Grave Location: _____ In Memory of: _____

Veteran:_____ Grave Location: _____ In Memory of: _____

Veteran:_____ Grave Location: _____ In Memory of: _____

Veteran:_____ Grave Location: _____ In Memory of: _____

Veteran:_____ Grave Location: _____ In Memory of: _____

Veteran:_____ Grave Location: _____ In Memory of: _____

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Veteran:_____ Grave Location: _____ In Memory of: _____

Veteran:_____ Grave Location: _____ In Memory of: _____

Veteran:_____ Grave Location: _____ In Memory of: _____

Veteran:_____ Grave Location: _____ In Memory of: _____

Veteran:_____ Grave Location: _____ In Memory of: _____

Veteran:_____ Grave Location: _____ In Memory of: _____

Sponsors are encouraged to participate in the ceremony and placement of wreaths on December 13, 2025, and the removal of wreaths after February 1, 2026
Thank You!

When Ordering Please Include Location & Fundraising IDs:
CORLCP and CO0164P

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

THE ROSELAWN 1891 COMPANY

is a

Nonprofit Corporation

formed or registered on 03/07/1985 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871609613 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/20/2026 that have been posted, and by documents delivered to this office electronically through 07/22/2026 @ 09:33:11 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 07/22/2026 @ 09:33:11 in accordance with applicable law. This certificate is assigned Confirmation Number 18815310 .

Jena Griswold

Secretary of State of the State of Colorado

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8/10/26	Grassroots Gravel		$ 500.00		$ 41,700.00
8/10/26	The Roselawn 1891 Co. - Wreaths Across America		$ 1,700.00		$ 40,000.00

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 10, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Selena Ruiz-Gomez, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO GENEALOGICAL SOCIETY OF HISPANIC AMERICA (DBA FRAY ANGELICO CHAVEZ CHAPTER) (ACTING AS FISCAL AGENT FOR SOUTHERN COLORADO LATINA/O/X WRITERS) IN THE AMOUNT OF $1,000 TO SPONSOR THE ADELANTE WRITERS CONFERENCE AT RAWLINGS LIBRARY FROM 8:00 AM TO 4:00 PM, ON OCTOBER 10, 2026

SUMMARY:

Attached for consideration is a request for support of Genealogical Society of Hispanic America (DBA Fray Angelico Chavez Chapter) (acting as fiscal agent for Southern Colorado Latina/o/x Writers) in the amount of $1,000 to sponsor the Adelante Writers Conference at Rawlings Library from 8:00 AM to 4:00 PM, on October 10, 2026.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Member Selena Ruiz-Gomez is requesting $1,000 to sponsor Southern Colorado Latina/o/x Writers' (fiscal agent Genealogical Society of Hispanic America - DBA Fray Angelico Chavez Chapter) Adelante Writers Conference. The conference will take place at Rawlings Library from 8:00 AM to 4:00 PM, on October 10, 2026.

The purpose of Southern Colorado Latina/o/x Writers is as follows: to make resources available to assist writers in making informational, cultural, ethnic and historical works visible in a written format, or other formats, and make such training generally available in a conference format every two years; to create a bi-annual conference to enhance personal skills in writing fiction or non-fiction, editing, publication, character creation, content development, tools, the business of writing and other topics; to obtain grants to

fund such projects, and properly administer such funding by producing evaluation and documentation; and to empower people to participate in their community by writing which is herein described as putting concerns or initiatives into a written form. Besides being educational, this effort is also aimed at developing the basic skills people need to engage in civic community initiatives.

Conference participation is free and includes educational sessions, a Keynote Speaker, breakfast, and lunch. The goal/mission is to empower writers to engage in the writing community to publish works, speak/write out with voice, support each other. They currently anticipate 100 participants.

Sponsorship funds will be used to cover conference expenses such as meals for participants, presenters' stipend, and supplies.

The estimated total to hold the conference is $5,050.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of $1,000 would be paid from the Council Contingencies Account in the 2026 General Fund Budget to Genealogical Society of Hispanic America (DBA Fray Angelico Chavez Chapter).

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Selena Ruiz-Gomez.

ATTACHMENTS:

1. Sponsorship Request Packet - Southern Colorado Latina-o-x Writers - Adelante Writers Conference
2. SOS - GENEALOGICAL SOCIETY OF HISPANIC AMERICA - Fray Angelico Chavez Chapter - Southern Colorado Latino Writers 7.21.26
3. 2026 Contingencies (Council) Gen. Soc. Of Hispanic Amer. - Adelante Writers Conference

RESOLUTION NO.

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO GENEALOGICAL SOCIETY OF HISPANIC AMERICA (DBA FRAY ANGELICO CHAVEZ CHAPTER) (ACTING AS FISCAL AGENT FOR SOUTHERN COLORADO LATINA/O/X WRITERS) IN THE AMOUNT OF $1,000 TO SPONSOR THE ADELANTE WRITERS CONFERENCE AT RAWLINGS LIBRARY FROM 8:00 AM TO 4:00 PM, ON OCTOBER 10, 2026

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $1,000 from the Council Contingencies Account in the 2026 General Fund Budget is authorized to be paid to Genealogical Society of Hispanic America (DBA Fray Angelico Chavez Chapter) to sponsor the Adelante Writers Conference at Rawlings Library from 8:00 AM to 4:00 PM, on October 10, 2026.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: August 10, 2026

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Sponsorship Request

**Please submit requests at least one month in advance to allow for adequate processing time

Please share the councilor(s) you have reached out to regarding your Sponsorship Request	Selena Ruiz-Gomez
Requestor Name	Deborah Martinez Martinez
Date	06/10/2026
Requestor Phone	[redacted]
Requestor Email	[redacted]
Business/Organization Name	Southern Colorado Latina/o/x Writers
Organization Website	none
Please share your business or organizations mission/goals	The Purposes for which Southern Colorado Latina/o/x Writers is organized are: To make resources available to assist writers to make informational, cultural, ethnic and historical works visible in a written format, or other formats, and make such training generally available in a conference format every two years. To create a bi-annual conference to enhance personal skills in writing fiction or non-fiction, editing, publication, character creation, content development, tools, the business of writing and other topics. To obtain grants to fund such projects, and properly administer such funding by producing evaluation and documentation. To empower people to participate in their community by writing which is herein described as putting concerns or initiatives into a written form. Besides being educational, this effort is aimed at developing the basic skills people need to engage in civic community initiatives.
Sponsorship request for	Program
Requested Amount	$2,000.
Please share the total cost to host this event last year. (If this is the first time this event has taken place, please provide the estimated total for this year.)	$4,700. for food (breakfast, lunch), presentors' stipend ($150)
Describe how contribution will be	$4,700. for food (breakfast, lunch), presentors' stipend ($150), $200. (supplies)

used	
Program Title	Adelante Writers Conference
Location	Rawlings Library, 100 E. Abriendo Ave., Pueblo, CO
Participation Fee	$0.00
What population does this program serve?	All participants, regardless of race, gender, or ethnicity will be welcomed. The conference presenter/role models are Latina/o/x
Program Description	Standard conference agenda: Registration, Introduction, Attend Session 1, Break, Attend Session 2, Lunch and Keynote Speaker, Attend Sessions 3, and 4, Closing. The goal/mission is to empower writers to engage in the writing community to publish works, speak/write out with voice, support each other.
Sponsorship Benefits	Attendees will be empowered to participate in City actions with written requests, information, and support/critique. This is civic engagement.
Company/Organization Classification	• Non-Profit
Is your organization currently in good standing with the Secretary of State?	Yes
Have you applied for CSAC funding?	No
What other organizations or entities are you requesting funding from?	We have requested funding from small, local non-profits such as Fray Angelico Chavez Genealogy Society (GSHA)
What population(s) does your organization primarily serve?(multi select)	• Disadvantaged – low income • Youth • Adults • Senior Citizens
How many individuals did your organization serve last year?	We expect to serve at least 100 participants in this first year.
Please upload supporting documents such as sponsorship request letter, event flyer etc.	Money request city council.pdf



OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Southern Colorado Latina/o/x Writers

is a

Nonprofit Corporation

formed or registered on 01/15/2026 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20261053737 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/09/2026 that have been posted, and by documents delivered to this office electronically through 06/10/2026 @ 13:05:14 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/10/2026 @ 13:05:14 in accordance with applicable law. This certificate is assigned Confirmation Number 18663127 .

Jena Griswold

Secretary of State of the State of Colorado

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

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

Payment Details

Make check payable to	Fray Angelico Chavez Chapter of Genealogy Society of Hispanic America, Fiscal Agent
Address	State and federal non-profit, Mary Lou Duran, Treasurer PO Box 3027 Pueblo, CO 81005-0027

Phone Number	719-671-5825

Please note: If the payee listed above is not an established vendor with the City of Pueblo, the City of Pueblo vendor application (found below) must be completed before payment can be processed. If payee is an active vendor with the City of Pueblo, we will confirm the information listed above. If the information does not match our records, it must be updated using the City of Pueblo vendor application (found below) before payment can be processed. Completed vendor forms may be submitted directly to vendorinfo@pueblo.us.

Download the **Vendor Application**

Adelante WRITERS CONFERENCE

Oct.10, Rawlings Library,Pueblo CO

Wednesday, May 13, 2026

On October 10, 2026, the Southern Colorado Latina/o/x Writers will host the first free writers conference in Pueblo. We anticipate 100 participants from throughout Pueblo and Southern Colorado. We are asking your support for this
event, to be held at the Rawlings Library, Pueblo, in the amount of $2,000.

The event should generate revenue for Pueblo businesses for each out of town attendee. Most of the Writers conferences occur outside of Pueblo; this will be the first of its kind mid-state.

Our mission is to empower people to participate in their community by writing which is described as putting concerns or initiatives into a written form, and by writing for publication, fiction, non-fiction, or poetry.

We propose a mid-state conference with Latina/o/x role models (presenters) who are published writers/authors, agents, publishers, trainers. There will be no cost for participants and registration at the door is available. Meals are included.

The Rawling Library has offered their 4th floor facility for 100 participants on Saturday, October 10th. Workshops will be for writers of different genres, writing revision, editing, the business of being a writer (tax professional),

We are searching for funding for the professional presenters for the conference. Most will donate their expertise for the event, but we need to pay them a stipend and gas money. We are asking for $2,000.

The fiscal agent for the conference is the Fray Angelico Chavez Chapter of Genealogy a 501c3 organization. The organizing group is the Southern Colorado Latina/o/x Writers led by Deborah Martinez Martinez, Charlene Garcia-Simms, and Karen Gonzales who are all experienced, published writers.

Sincerely,
Deborah Martinez Martinez, Ph.D., Conference Coordinator
Daniel Romero, Fray Angelico Chavez Chapter of GSHA President, Fiscal Agent

Writers 20 ADELANTE 26 Conference



10 OCT

8 AM - 4 PM

Build up our writing community. Empower yourself to write.

Presentations from:

- Poets, Authors: Fiction, Non-fiction, Memoirs, Children's
- Steps to publishing
- Business tips

Rawlings Library
100 East Abriendo Ave,
Pueblo, CO 81003
4th floor

Save the Date!
Free, Pre-Register at
vanishinghorizons1@me.com

EL MOVIMIENTO SIGUE
THE MOVEMENT CONTINUES

CALMA
COLORADO ALLIANCE OF LATINO MENTORS AND AUTHORS

CSU PUEBLO

Fray Angélico Chávez Chapter
Genealogical Society of Hispanic America

PUEBLO CITY-COUNTY Library District

LA CUCARACHA

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

GENEALOGICAL SOCIETY OF HISPANIC AMERICA

is a

Nonprofit Corporation

formed or registered on 08/09/1988 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19881078450 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/20/2026 that have been posted, and by documents delivered to this office electronically through 07/21/2026 @ 11:59:01 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 07/21/2026 @ 11:59:01 in accordance with applicable law. This certificate is assigned Confirmation Number 18811651 .

Jena Griswold

Secretary of State of the State of Colorado

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

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

DATE	BALANCE IN 2025 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
	Beginning Balance				$ 85,000.00
1/12/26	Catholic Charities - Espiritu Mardi Gras Masquerade		$ 1,000.00		$ 84,000.00
1/26/26	~~Mariposa Center for Safety - 2nd Annual Ode to Chocolate Indulgence~~ *Event Cancelled*		$ 800.00		$ 83,200.00
1/26/26	Latino Chamber - Dinner Dance Celebration		$ 1,000.00		$ 82,200.00
2/9/26	Boys & Girls Clubs - Champions of Youth Dinner		$ 1,500.00		$ 80,700.00
2/23/26	Pueblo Child Advocacy Center - Blue Tie Gala		$ 2,000.00		$ 78,700.00
3/9/26	~~NeighborWorks Southern Colorado - 6th Annual Golf Scramble~~				$ 78,700.00
3/23/26	Care and Share Food Bank - Recipe for Hope		$ 1,000.00		$ 77,700.00
3/23/26	Garcia Foundation - The PLACE		$ 1,000.00		$ 76,700.00
4/13/26	Pueblo Latino Veterans Association - Hispanic Heritage Exhibit		$ 2,500.00		$ 74,200.00
4/13/26	Bits of Freedom - Run for the Roses, Kentucky Derby		$ 2,000.00		$ 72,200.00
4/27/26	Pueblo Conservancy District: Levee Artists - A Meet & Greet		$ 1,000.00		$ 71,200.00
4/27/26	The HARP Foundation - Rollin on The Riverwalk		$ 3,500.00		$ 67,700.00
4/27/26	CSF Fiesta Committee - Scholarship Pageant		$ 2,500.00		$ 65,200.00
4/27/26	El Movimiento Sigue - 56th Annual Cinco de Mayo		$ 2,000.00		$ 63,200.00
5/11/26	Mad Fresh - Summer Hip Hop Festival		$ 2,500.00		$ 60,700.00
5/11/26	Creative Consortium/Friendly Harbor - My Name Is				$ 60,700.00
5/11/26	Pueblo Library Foundation Booklovers Ball & Summer Reading		$ 2,000.00		$ 58,700.00
6/8/26	Mariposa Center for Safety - Tribute to Women		$ 1,700.00		$ 57,000.00
6/8/26	NALC - 6th Annual Golf Tournament		$ 1,500.00		$ 55,500.00
6/8/26	Pueblo Symphony Assoc. - Pueblo's Fabulous 4th Outdoor		$ 2,500.00		$ 53,000.00
6/8/26	Pueblo Zoo - Zoofari		$ 1,800.00		$ 51,200.00
6/22/26	D60 Summer Musical		$ 2,000.00		$ 49,200.00
6/22/26	Pueblo County Parks & Rec. - Regional Youth Tennis Program		$ 3,000.00		$ 46,200.00
6/22/26	PDI - Dancing with the Pueblo Starz		$ 1,500.00		$ 44,700.00
7/13/26	CSF Fiesta Committee - Noche de Fiesta		$ 1,500.00		$ 43,200.00
7/13/26	NeighborWorks - Celebration of Home Luncheon		$ 1,000.00		$ 42,200.00
7/13/26	~~Pueblo County Fair - Family Fun Day~~ *Event Cancelled*				$ 42,200.00
8/10/26	Grassroots Gravel		$ 500.00		$ 41,700.00
8/10/26	The Roselawn 1891 Co. - Wreaths Across America		$ 1,700.00		$ 40,000.00
8/10/26	Gen. Soc. Of Hispanic Amer. - Adelante Writers Conference		$ 1,000.00		$ 39,000.00

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 10, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Joe Latino, Councilor
Selena Ruiz-Gomez, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO METRO VOLUNTEERS (DBA SPARK THE CHANGE COLORADO) IN THE AMOUNT OF $1000 TO SPONSOR THE 4TH ANNUAL SUICIDE MEMORY WALK FROM 9:00 AM TO 12:00 PM, ON SEPTEMBER 5, 2026, AT MINNEQUA LAKE PARK

SUMMARY:

Attached for consideration is a request for support of Metro Volunteers (DBA Spark the Change Colorado) in the amount of $1000 to sponsor the 4th Annual Suicide Memory Walk from 9:00 AM to 12:00 PM, on September 5, 2026, at Minnequa Lake Park.

PREVIOUS COUNCIL ACTION:

Council supported the Annual Suicide Memory Walk in 2025 for $1,000.

BACKGROUND:

City Council Members Joe Latino and Selena Ruiz-Gomez are requesting $1000 to sponsor Metro Volunteers (DBA Spark the Change Colorado) 4th Annual Suicide Memory Walk. The memory walk will take place from 9:00 AM to 12:00 PM, on September 5, 2026, at Minnequa Lake Park.

Metro Volunteers (DBA Spark the Change Colorado) is a 501(c)(3) whose mission is to make volunteering ridiculously easy so people can "do good and feel good." They believe that volunteering creates real mental wellness benefits for the volunteer, not just those being helped.

The goal of this event is to bring the community together to create a safe space to heal the loss of loved ones to suicide, to bring awareness, prevent suicide, and connect people with resources and support.

The Annual suicide Memory Walk is a yearly free event to support those who have lost a loved one to suicide and to honor those lives lost. Pueblo has seen on average, one suicide a week for the last several years. The walk brings awareness, breaks down stigma, offers resources and services to support the mental health and wellness of our community, and lets people know they are not alone.

The cost to hold the memory walk in 2025 was $2,130, and they are aiming to reduce the cost this year to approximately $1,500. Between sponsorships and registrations, they have so far raised $640.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of $1000 would be paid from the Council Contingencies Account in the 2026 General Fund Budget to Metro Volunteers (DBA Spark the Change Colorado).

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose

RECOMMENDATION:

This Resolution is at the request of Council Members Joe Latino and Selena Ruiz-Gomez.

ATTACHMENTS:

1. Sponsorship Request Packet - Spark - 4th Annual Suicide Memory Walk
2. SOS - Metro Volunteers Spark the Change 7.29.26
3. 2026 Contingencies (Council) Spark the Change - Annual Suicide Memory Walk

RESOLUTION NO.

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO METRO VOLUNTEERS (DBA SPARK THE CHANGE COLORADO) IN THE AMOUNT OF $1000 TO SPONSOR THE 4TH ANNUAL SUICIDE MEMORY WALK FROM 9:00 AM TO 12:00 PM, ON SEPTEMBER 5, 2026, AT MINNEQUA LAKE PARK

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $1000 from the Council Contingencies Account in the 2026 General Fund Budget is authorized to be paid to Metro Volunteers (DBA Spark the Change Colorado) to sponsor the 4th Annual Suicide Memory Walk from 9:00 AM to 12:00 PM, on September 5, 2026, at Minnequa Lake Park.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: August 10, 2026

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Sponsorship Request (COPY)

07/10/2026 10:34 AM (MDT)

Sponsorship Request

****Please submit requests at least one month in advance to allow for adequate processing time**

Please share the councilor(s) you have reached out to regarding your Sponsorship Request	Selena Ruiz Gomez
Requestor Name	The Mental Wellness Task Force of Southern Colorado/ Tonya Johnson: Chair-This is a Task Force under organization the Mental Wellness Program with Spark or formerly Spark the Change Colorado
Today's Date	06/30/2026
Requestor Phone	[redacted]
Requestor Email	[redacted]
Business/Organization Name	Spark formerly Spark the Change Colorado
Organization Website	https://sparkchange.org/mentalwellness/
Please share your business or organizations mission/goals	For this event, the 4th Annual Suicide Walk, we are wanting to bring the community together to create a safe space to heal the loss of loved ones to suicide, to bring awareness (Pueblo County averages 1 suicide a week. 2026, we are over), and to prevent and connect to resources and support.
Company/Organization Classification	Non-Profit
Is your organization currently in good standing with the Secretary of State?	Yes
What population(s) does your organization primarily serve?(multi select)	• Disadvantaged – low income • Youth • Adults • Families • Senior Citizens • LGBTQ+ • Persons with disabilities • Veterans • Unhoused individuals • Individuals with substance abuse disorders • Undocumented noncitizens
How many individuals did your	Here is Pueblo and Southern Colorado, 3,500 through the SoCo Mental Wellness

organization serve last year?	Program and the Mental Wellness Task Force of SoCo. For last year's Suicide Memory Walk, we had over 600 individuals attend. Expecting 1000 this year.
Requested Amount	1000.00
Please describe how the contribution will be used	1. Community QPR (Question, Persuade Refer) suicide prevention trainings. The co-chair of Task Force and lead for Suicide Memory Walk, Genevieve Gonzales has trained 250 here in Pueblo for just 2026. 2. Possibly help fund a community member in getting trained in Youth QPR. Many of the suicides in our community are youth. We also have a Youth Mental Wellness Task Force of SoCo. 3. Curriculum and supplies for the "Navigating the Grief Journey After a Suicide Loss" 8-week support group that has been running in person since 2023.
Sponsorship Benefits	City/County Proclamation from last year will be read at event by a City Council Member (Selena Ruiz Gomez) and sponsorship will be stated at event, as well as in everything marketing and on social media. Decrease suicides and attempts. Bring awareness and prevention.
Have you applied for CSAC funding?	Yes
Please list any other organizations or entities you are requesting funding from , the requested amount, and how much funding you have received so far.	We have applied for CSAC but not for the Annual Suicide Memory Walk or the Mental Wellness Task Force of SoCo. We also plan on requesting possible funding from the County but have yet to. We also hope to have funding from other entities such as small business for Memory signs for Walk, Butterflies, Art Therapy area and are currently soliciting. We have received no funding for this year so far but working on prospects. DJ, videographer, and several other areas are being donated.
Sponsorship request for	Event

Event Title	4th Annual Suicide Memory Walk
Event Date	09/05/2026
Event Start Time	9:00 AM (MDT)
Event End Time	12:00 PM (MDT)
Event Location	Minnequa Lake Park
Admission to this event is	Free
What is the maximum capacity of your event?	600
Event Description:	The Annual suicide Memory Walk has become and yearly event to support those who have lost a loved one to suicide and to honor those lives lost. Pueblo sees on average, a suicide a week here in our community for the last several years. It is the end of June 2026, and we are now over those numbers. The Suicide Memory Walk brings awareness, breaks down stigma, offers resources and services to support the mental health and wellness of our community, and lets people know they are not alone. We already have 50+ resources tables confirmed, will have testimonials, military, releasing butterflies and a will close with a fly over.
Was this event also held last year?	Yes
Please provide the total cost for this event last year.	2130
How many people attended?	600+
Please provide the estimated cost to hold this event this year.	1500
Does your organization hold multiple events per year?	No

Please upload supporting documents such as sponsorship request letter, event flyer etc.





Payment Details

Make check payable to	Spark by Project Helping
Address	301 N Main Street Ste 208 Pueblo Co 81003

Phone Number	719-415-2526

Please note: If the payee listed above is not an established vendor with the City of Pueblo, the City of Pueblo vendor application (found below) must be completed before payment can be processed. If payee is an active vendor with the City of Pueblo, we will confirm the information listed above. If the information does not match our records, it must be updated using the City of Pueblo vendor application (found below) before payment can be processed. Completed vendor forms may be submitted directly to vendorinfo@pueblo.us.

Download the **Vendor Application**


4th Annual
SUICIDE MEMORY WALK
SATURDAY, SEPTEMBER 5, 2026 9:00 AM-12:00 PM
Lake Minnequa Veteran's Memorial Park
3005 Lakeshore Ave Pueblo, CO 81004 Picnic Pavilion
Hosted by
MENTAL WELLNESS
TASK FORCE OF SOUTHERN COLORADO
Suicide Prevention Coalition
OF PUEBLO COUNTY
spark
mental wellness
REGISTER NOW
DONATE
or Sponsor a Walker

4th Annual

SUICIDE MEMORY WALK

Every step taken during the Suicide Memory Walk is a step toward healing, hope, and prevention. Your donation—no matter the size—helps provide life-saving mental health resources, support for survivors of loss, and education to prevent future tragedies.

Funds raised through the Suicide Memory Walk directly support local bereavement groups—such as Navigating the Grief Journey After a Suicide Loss—providing a safe space for survivors to heal. Your generosity also helps expand mental health and suicide prevention education in our community, equipping individuals with the tools to recognize warning signs and save lives.

GIVE IN MEMORY. GIVE IN HOPE. GIVE TODAY.

Hosted by

Suicide Prevention Coalition of Pueblo County

spark

Mental Wellness Task Force of Southern Colorado

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

METRO VOLUNTEERS

is a

Nonprofit Corporation

formed or registered on 02/02/1979 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871363824 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/27/2026 that have been posted, and by documents delivered to this office electronically through 07/29/2026 @ 13:48:56 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 07/29/2026 @ 13:48:56 in accordance with applicable law. This certificate is assigned Confirmation Number 18844665 .

Jena Griswold

Secretary of State of the State of Colorado

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

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DATE	BALANCE IN 2025 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
	Beginning Balance				$ 85,000.00
1/12/26	Catholic Charities - Espiritu Mardi Gras Masquerade		$ 1,000.00		$ 84,000.00
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1/26/26	Latino Chamber - Dinner Dance Celebration		$ 1,000.00		$ 82,200.00
2/9/26	Boys & Girls Clubs - Champions of Youth Dinner		$ 1,500.00		$ 80,700.00
2/23/26	Pueblo Child Advocacy Center - Blue Tie Gala		$ 2,000.00		$ 78,700.00
3/9/26	~~NeighborWorks Southern Colorado - 6th Annual Golf Scramble~~				$ 78,700.00
3/23/26	Care and Share Food Bank - Recipe for Hope		$ 1,000.00		$ 77,700.00
3/23/26	Garcia Foundation - The PLACE		$ 1,000.00		$ 76,700.00
4/13/26	Pueblo Latino Veterans Association - Hispanic Heritage Exhibit		$ 2,500.00		$ 74,200.00
4/13/26	Bits of Freedom - Run for the Roses, Kentucky Derby		$ 2,000.00		$ 72,200.00
4/27/26	Pueblo Conservancy District: Levee Artists - A Meet & Greet		$ 1,000.00		$ 71,200.00
4/27/26	The HARP Foundation - Rollin on The Riverwalk		$ 3,500.00		$ 67,700.00
4/27/26	CSF Fiesta Committee - Scholarship Pageant		$ 2,500.00		$ 65,200.00
4/27/26	El Movimiento Sigue - 56th Annual Cinco de Mayo		$ 2,000.00		$ 63,200.00
5/11/26	Mad Fresh - Summer Hip Hop Festival		$ 2,500.00		$ 60,700.00
5/11/26	Creative Consortium/Friendly Harbor - My Name Is				$ 60,700.00
5/11/26	Pueblo Library Foundation Booklovers Ball & Summer Reading		$ 2,000.00		$ 58,700.00
6/8/26	Mariposa Center for Safety - Tribute to Women		$ 1,700.00		$ 57,000.00
6/8/26	NALC - 6th Annual Golf Tournament		$ 1,500.00		$ 55,500.00
6/8/26	Pueblo Symphony Assoc. - Pueblo's Fabulous 4th Outdoor		$ 2,500.00		$ 53,000.00
6/8/26	Pueblo Zoo - Zoofari		$ 1,800.00		$ 51,200.00
6/22/26	D60 Summer Musical		$ 2,000.00		$ 49,200.00
6/22/26	Pueblo County Parks & Rec. - Regional Youth Tennis Program		$ 3,000.00		$ 46,200.00
6/22/26	PDI - Dancing with the Pueblo Starz		$ 1,500.00		$ 44,700.00
7/13/26	CSF Fiesta Committee - Noche de Fiesta		$ 1,500.00		$ 43,200.00
7/13/26	NeighborWorks - Celebration of Home Luncheon		$ 1,000.00		$ 42,200.00
7/13/26	~~Pueblo County Fair - Family Fun Day~~ *Event Cancelled*				$ 42,200.00
8/10/26	Grassroots Gravel		$ 500.00		$ 41,700.00
8/10/26	The Roselawn 1891 Co. - Wreaths Across America		$ 1,700.00		$ 40,000.00
8/10/26	Gen. Soc. Of Hispanic Amer. - Adelante Writers Conference		$ 1,000.00		$ 39,000.00
8/10/26	Spark the Change - Annual Suicide Memory Walk		$ 1,000.00		$ 38,000.00

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 10, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION ESTABLISHING PROJECT ACCOUNT SR2601 - ASPHALT IMP - COURT STREET, TRANSFERRING FUNDS IN THE AMOUNT OF $741,591.12 FROM SR2101 STREET REHAB 6 STREETS TO SR2601, ASPHALT IMP - COURT STREET, TRANSFERRING FUNDS IN THE AMOUNT OF $70,915.17 FROM SR2201 PRAIRIE AVE TO SR2601 ASPHALT IMP - COURT STREET, AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $717,000 TO CARAVEO CONSTRUCTION, INC., FOR PROJECT NO. 26-046, ASPHALT IMPROVEMENTS - COURT STREET (CITY CENTER DRIVE TO WEST 24TH STREET), SETTING FORTH $90,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution establishing Project Account SR2601 - Asphalt Imp - Court Street, transferring $741,591.12 from SR2101 to SR2601, transferring $70,915.17 from SR2201 to SR2601, awarding a construction contract to Caraveo Construction, Inc., for Project No. 26-046, Asphalt Improvements - Court Street

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project wil consist of asphalt mill, overlay, and striping work on Court Street from City Center Drive to W. 24th Street. This Resolution awards the construction contract to Caraveo Construction, Inc.

FINANCIAL IMPLICATIONS:

Funding in the amount of $741,591.12 shall be transferred from SR2101 Street Rehab

6 Streets to SR2601 Asphalt Imp - Court Street.

Funding in the amount of $70,915.17 shall be transferred from SR2201 Prairie Ave to SR2601 Asphalt Imp - Court Street.

Funding (including contingencies) in the amount of $807,000 will be paid from Project Account SR2601, Asphalt Imp - Court Street.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel this project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 26-046 Bid Summary

RESOLUTION NO.

A RESOLUTION ESTABLISHING PROJECT ACCOUNT SR2601 - ASPHALT IMP - COURT STREET, TRANSFERRING FUNDS IN THE AMOUNT OF $741,591.12 FROM SR2101 STREET REHAB 6 STREETS TO SR2601, ASPHALT IMP - COURT STREET, TRANSFERRING FUNDS IN THE AMOUNT OF $70,915.17 FROM SR2201 PRAIRIE AVE TO SR2601 ASPHALT IMP - COURT STREET, AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $717,000 TO CARAVEO CONSTRUCTION, INC., FOR PROJECT NO. 26-046, ASPHALT IMPROVEMENTS - COURT STREET (CITY CENTER DRIVE TO WEST 24TH STREET), SETTING FORTH $90,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 26-046, Asphalt Improvements - Court Street (City Center Drive to West 24th Street) have been received and examined; and,

WHEREAS, the proposal of Caraveo Construction, Inc., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 26-046, Asphalt Improvements - Court Street (City Center Drive to West 24th Street) to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Project Account SR2601, Asphalt Imp - Court Street is hereby established.

SECTION 2.

Funding in the amount of $741,591.12 shall be transferred from Project Account SR2101 Street Rehab 6 Streets to Project Account SR2601, Asphalt Imp - Court Street.

SECTION 3.

Funding in the amount of $70,915.17 shall be transferred from Project Account SR2201 Prairie Ave to Project Account SR2601, Asphalt Imp - Court Street.

SECTION 4.

The City Council authorizes Project No. 26-046, Asphalt Improvements - Court Street (City Center Drive to West 24th Street), to be performed, and the contract for said project is hereby awarded to Caraveo Construction, Inc., in the amount of $717,000.00.

SECTION 5.

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

SECTION 6.

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

Contingencies and Additional Work…….$90,000.00

SECTION 7.

Funds for Project No. 26-046 (including contingencies and additional work) shall be from Project Account SR2601, Asphalt Imp - Court Street.

SECTION 8.

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

SECTION 9.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: August 10, 2026

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

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

EVALUATION TABULATION

IFB No. 26-046 (CI2415)

Asphalt Improvements - Court Street (City Center Drive to West 24th Street)

RESPONSE DEADLINE: July 22, 2026 at 10:00 am
Report Generated: Wednesday, July 22, 2026

VENDOR TOTALS

Vendor	Total
CARAVEO CONSTRUCTION INC.	$717,000.00
Tony J Beltramo & Sons, Inc.	$741,566.70
Elite Surface Infrastructure	$824,545.70
Martin Marietta Materials, Inc.	$831,910.25
Baha Construction, Inc.	$907,599.58
Pyramid Construction, Inc.	$925,784.25
Kiewit Infrastructure Co.	$1,028,873.00
ROCK M INC	$1,040,405.00
United Companies	$1,080,529.65

TABLE 1 (Table 1 of 2)

					Baha Construction, Inc.		CARAVEO CONSTRUCTION INC.		Elite Surface Infrastructure		Kiewit Infrastructure Co.		Martin Marietta Materials, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Asphalt Cold Mill Planing +/- 2 inches	36380	SY	$3.75	$136,425.00	$3.31	$120,417.80	$2.70	$98,226.00	$2.50	$90,950.00	$2.95	$107,321.00
X	2	Install HMA SX PG 64-28 Asphalt Overlay	4002	TON	$112.00	$448,224.00	$97.00	$388,194.00	$125.25	$501,250.50	$145.00	$580,290.00	$109.00	$436,218.00
X	3	Adjust Stormwater Manholes to Finished Grade	35	EA	$200.00	$7,000.00	$100.00	$3,500.00	$145.00	$5,075.00	$800.00	$28,000.00	$975.00	$34,125.00
X	4	Adjust Sanitary Manholes to Finished Grade	24	EA	$1,000.00	$24,000.00	$100.00	$2,400.00	$145.00	$3,480.00	$800.00	$19,200.00	$975.00	$23,400.00
X	5	Adjust Water Valves to Finished Grade	78	EA	$60.00	$4,680.00	$90.00	$7,020.00	$65.00	$5,070.00	$400.00	$31,200.00	$335.00	$26,130.00
X	6	Adjust Survey Boxes to Finished Grade	10	EA	$80.00	$800.00	$90.00	$900.00	$100.00	$1,000.00	$400.00	$4,000.00	$335.00	$3,350.00
X	7	Install Pavement Markings per City Plan (Inlaid Epoxy 4" White)	917	SF	$4.58	$4,199.86	$5.85	$5,364.45	$4.60	$4,218.20	$5.00	$4,585.00	$4.35	$3,988.95
X	8	Install Pavement Markings per City Plan (Inlaid Epoxy 8" White)	621	SF	$4.58	$2,844.18	$5.85	$3,632.85	$4.60	$2,856.60	$5.00	$3,105.00	$4.35	$2,701.35
X	9	Install Pavement Markings per City Plan (Inlaid Epoxy 4" Yellow)	488	SF	$4.58	$2,235.04	$5.85	$2,854.80	$8.40	$4,099.20	$5.00	$2,440.00	$4.35	$2,122.80
X	10	Install Thermoplastic Markings per City Plan (Arrows)	177	SF	$25.00	$4,425.00	$18.00	$3,186.00	$19.40	$3,433.80	$18.00	$3,186.00	$17.50	$3,097.50

					Baha Construction, Inc.		CARAVEO CONSTRUCTION INC.		Elite Surface Infrastructure		Kiewit Infrastructure Co.		Martin Marietta Materials, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	11	Install Thermoplastic Markings per City Plan (X-Walk)	3060	SF	$20.50	$62,730.00	$18.00	$55,080.00	$16.80	$51,408.00	$15.00	$45,900.00	$15.20	$46,512.00
X	12	Install Thermoplastic Markings per City Plan (Stop Bars)	282	SF	$20.50	$5,781.00	$18.00	$5,076.00	$16.80	$4,737.60	$15.00	$4,230.00	$15.20	$4,286.40
X	13	Install Pavement Markings per City Plan (MMA 4" White)	753	SF	$18.50	$13,930.50	$18.00	$13,554.00	$3.60	$2,710.80	$4.00	$3,012.00	$3.25	$2,447.25
X	14	Install Class 6 Base Material (Place and Compact)	100	TON	$15.00	$1,500.00	$89.00	$8,900.00	$53.20	$5,320.00	$40.00	$4,000.00	$84.45	$8,445.00
X	15	Asphalt Patching (3-inches HMA)	500	SF	$4.00	$2,000.00	$6.50	$3,250.00	$5.95	$2,975.00	$3.75	$1,875.00	$6.70	$3,350.00
X	16	Asphalt Patching (3-inches HMA on 8-inches ABC)	1500	SF	$3.00	$4,500.00	$7.50	$11,250.00	$7.50	$11,250.00	$6.00	$9,000.00	$8.00	$12,000.00
X	17	Vehicle Towing Allowance	1	EA	$325.00	$325.00	$350.13	$350.13	$165.00	$165.00	$500.00	$500.00	$265.00	$265.00
X	18	Erosion and Sediment Control	1	LS	$7,000.00	$7,000.00	$3,000.00	$3,000.00	$7,470.00	$7,470.00	$5,400.00	$5,400.00	$9,075.00	$9,075.00
X	19	Traffic Control	1	LS	$76,000.00	$76,000.00	$59,100.15	$59,100.15	$77,800.00	$77,800.00	$96,000.00	$96,000.00	$53,900.00	$53,900.00
X	20	Mobilization	1	LS	$99,000.00	$99,000.00	$19,969.82	$19,969.82	$32,000.00	$32,000.00	$92,000.00	$92,000.00	$49,175.00	$49,175.00
Total						$907,599.58		$717,000.00		$824,545.70		$1,028,873.00		$831,910.25

TABLE 1 (Table 2 of 2)

					Pyramid Construction, Inc.		ROCK M INC		Tony J Beltramo & Sons, Inc.		United Companies	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Asphalt Cold Mill Planing +/- 2 inches	36380	SY	$4.10	$149,158.00	$2.05	$74,579.00	$2.40	$87,312.00	$2.85	$103,683.00
X	2	Install HMA SX PG 64-28 Asphalt Overlay	4002	TON	$132.00	$528,264.00	$130.00	$520,260.00	$92.00	$368,184.00	$155.00	$620,310.00
X	3	Adjust Stormwater Manholes to Finished Grade	35	EA	$485.00	$16,975.00	$1,300.00	$45,500.00	$1,300.00	$45,500.00	$850.00	$29,750.00
X	4	Adjust Sanitary Manholes to Finished Grade	24	EA	$485.00	$11,640.00	$1,300.00	$31,200.00	$1,300.00	$31,200.00	$850.00	$20,400.00
X	5	Adjust Water Valves to Finished Grade	78	EA	$280.00	$21,840.00	$500.00	$39,000.00	$300.00	$23,400.00	$228.75	$17,842.50
X	6	Adjust Survey Boxes to Finished Grade	10	EA	$280.00	$2,800.00	$400.00	$4,000.00	$300.00	$3,000.00	$248.10	$2,481.00
X	7	Install Pavement Markings per City Plan (Inlaid Epoxy 4" White)	917	SF	$4.50	$4,126.50	$6.00	$5,502.00	$4.00	$3,668.00	$5.15	$4,722.55
X	8	Install Pavement Markings per City Plan (Inlaid Epoxy 8" White)	621	SF	$4.50	$2,794.50	$6.00	$3,726.00	$4.00	$2,484.00	$8.25	$5,123.25
X	9	Install Pavement Markings per City Plan (Inlaid Epoxy 4" Yellow)	488	SF	$4.50	$2,196.00	$6.00	$2,928.00	$4.00	$1,952.00	$5.15	$2,513.20
X	10	Install Thermoplastic Markings per City Plan (Arrows)	177	SF	$19.00	$3,363.00	$50.00	$8,850.00	$16.10	$2,849.70	$25.75	$4,557.75

					Pyramid Construction, Inc.		ROCK M INC		Tony J Beltramo & Sons, Inc.		United Companies	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	11	Install Thermoplastic Markings per City Plan (X-Walk)	3060	SF	$16.75	$51,255.00	$15.00	$45,900.00	$14.00	$42,840.00	$15.45	$47,277.00
X	12	Install Thermoplastic Markings per City Plan (Stop Bars)	282	SF	$16.75	$4,723.50	$15.00	$4,230.00	$14.00	$3,948.00	$15.45	$4,356.90
X	13	Install Pavement Markings per City Plan (MMA 4" White)	753	SF	$3.75	$2,823.75	$10.00	$7,530.00	$3.00	$2,259.00	$34.00	$25,602.00
X	14	Install Class 6 Base Material (Place and Compact)	100	TON	$109.00	$10,900.00	$15.00	$1,500.00	$23.00	$2,300.00	$83.80	$8,380.00
X	15	Asphalt Patching (3-inches HMA)	500	SF	$10.75	$5,375.00	$5.00	$2,500.00	$6.40	$3,200.00	$3.85	$1,925.00
X	16	Asphalt Patching (3-inches HMA on 8-inches ABC)	1500	SF	$13.00	$19,500.00	$10.00	$15,000.00	$7.30	$10,950.00	$6.45	$9,675.00
X	17	Vehicle Towing Allowance	1	EA	$550.00	$550.00	$1,500.00	$1,500.00	$200.00	$200.00	$360.50	$360.50
X	18	Erosion and Sediment Control	1	LS	$14,250.00	$14,250.00	$3,000.00	$3,000.00	$4,000.00	$4,000.00	$11,570.00	$11,570.00
X	19	Traffic Control	1	LS	$28,750.00	$28,750.00	$143,700.00	$143,700.00	$48,500.00	$48,500.00	$85,000.00	$85,000.00
X	20	Mobilization	1	LS	$44,500.00	$44,500.00	$80,000.00	$80,000.00	$53,820.00	$53,820.00	$75,000.00	$75,000.00
Total						$925,784.25		$1,040,405.00		$741,566.70		$1,080,529.65

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 10, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Dianne Danti, Councilor

SUBJECT: A RESOLUTION OF THE CITY OF PUEBLO TO CHANGE THE REQUIREMENTS OF THE COMMUNITY SERVICES ADVISORY COMMISSION (CSAC) TO HAVE A MAXIMUM GRANT AMOUNT OF $75,000 ANNUALLY

SUMMARY:

Attached is a resolution that implements a maximum grant amount for Community Services Advisory Commission at $75,000.

PREVIOUS COUNCIL ACTION:

On April 13, 2026, Council signed an Intergovernmental Agreement between the City of Pueblo and Pueblo County for the administration of CSAC.

BACKGROUND:

Throughout 2025 and 2026, the City Council and Board of County Commissioners held a series of work sessions to review the structure of non-departmental funding and evaluate opportunities to strengthen its effectiveness. These discussions resulted in several shared priorities intended to encourage broader participation, reduce long-term reliance on CSAC funding, and promote more equitable distribution of available resources. Among these priorities were preferences for first-time applicants, organizations that did not receive funding in the prior year, applicants requesting non-operational support and child-care facilities that offer low-income childcare at a reduced rate.

As part of ongoing efforts to improve clarity and consistency in the funding process, this Resolution establishes a maximum grant award of $75,000 for CSAC applicants for the 2027 funding year and beyond.

If approved, this same resolution will be presented to the Board of County Commissioners for adoption.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City in passing this Resolution. Actual CSAC allocations will be approved with the Budget in November 2026.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could choose not to pass this Resolution, keeping the CSAC program without a maximum award.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO.

A RESOLUTION OF THE CITY OF PUEBLO TO CHANGE THE REQUIREMENTS OF THE COMMUNITY SERVICES ADVISORY COMMISSION (CSAC) TO HAVE A MAXIMUM GRANT AMOUNT OF $75,000 ANNUALLY

WHEREAS, the City of Pueblo, through the Community Services Advisory Commission (CSAC), is committed to providing funding for nonprofit organizations that serve the community; and

WHEREAS, the City of Pueblo's current budgetary limitations require all discretionary nonprofit funding requests to be submitted through the CSAC process; and

WHEREAS, the City of Pueblo seeks to broaden the scope of supported initiatives to include projects that promote tourism and economic development; and

WHEREAS, in 2026, three nonprofit organizations received grant awards exceeding $75,000, representing 28.79% of total CSAC funding ($274,986), while 38 organizations applied for the same funding; and

WHEREAS, the City of Pueblo encourages nonprofit organizations to develop and maintain sustainable funding models to reduce long-term reliance on municipal support;

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City of Pueblo supports a maximum CSAC award amount of $75,000, to be implemented beginning in Fiscal Year 2027.

INTRODUCED: August 10, 2026

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Background Paper for Proposed Action Item

COUNCIL MEETING DATE: August 10, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Clyde Bishop, City Clerk

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COUNTY OF PUEBLO, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE 2026 SPECIAL MUNICIPAL ELECTION

SUMMARY:

This Ordinance approves an Intergovernmental Agreement with Pueblo County to perform the functions required in the Administration of the November 3, 2026, Special Municipal Election to be conducted as a Coordinated Election and Mail Ballot Election.

PREVIOUS COUNCIL ACTION:

On July 27, 2026 City Council approved an Ordinance directing that the November 3, 2026 Special Municipal Election be conducted as part of a Coordinated Election with Pueblo County.

Pursuant to §1-1-111(2), C.R.S., the City may contract with the County Clerk and Recorder of the County in which the political subdivision is organized to perform all or part of the required duties in conducting the election. The City has approved an IGA for Election Services each year the City has participated in a Coordinated Election with the County.

BACKGROUND:

The City is a home-rule city charged with the responsibility of providing for and governing the conduct of all its municipal elections pursuant to Articles 2, 3, 17, 18 and 19 of its Charter and Article XX of the Colorado Constitution. Section 1-7-116 C.R.S. requires entry into and performance of an intergovernmental agreement where political subdivisions and the County Clerk and Recorder cooperate in the conduct and

financing of the election. The IGA outlines the allocation of the responsibilities between the City and the County in the conduct of the election.

FINANCIAL IMPLICATIONS:

The City shall pay to the County Clerk the City's share of the actual cost of materials and services directly attributable to the City's participation in the Coordinated Election, including the preparation and mailing of a TABOR Notice, if necessary. The cost is estimated to be between $90,000 and $100,000. Funding for the costs associated with conducting the Special Municipal Election have been allocated in the City Clerk's 2026 Departmental Budget.

BOARD/COMMISSION RECOMMENDATION:

It has been determined by the Board of Elections, that it is in the best interest of the City and its residents to participate in and conduct its election as a coordinated election and mail ballot election in accordance with the procedures and requirements of the Uniform Election Code of 1992, except to the extent same conflicts with a specific provision of the City Charter.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

None. Per Section 17-2 of the City Charter, special municipal elections shall be held in accordance with the provisions of the Charter. It is more cost effective for the City to participate in a Coordinated Election than for the City to independently conduct its own election.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 2026 Election IGA - City of Pueblo

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COUNTY OF PUEBLO, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE 2026 SPECIAL MUNICIPAL ELECTION

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

SECTION 1.

The Intergovernmental Agreement for election services between the City of Pueblo, a Colorado Municipal Corporation and the County of Pueblo, a Political Subdivision of the State of Colorado, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Intergovernmental Agreement for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on July 27, 2026.

Final adoption of Ordinance by City Council on August 10, 2026.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2026, between Pueblo County, a political subdivision of the State of Colorado, on behalf of the Clerk and Recorder of Pueblo County, hereinafter referred to as the "County Clerk," and the City of Pueblo, a Colorado Municipal Corporation, hereinafter referred to as "City."

WITNESSED:

WHEREAS, the City is a home-rule city charged with the responsibility of providing for and governing the conduct of all of its municipal elections pursuant to Articles 2, 3, 17, 18, and 19 of its Charter and Article XX of the Colorado Constitution; and

WHEREAS, the County Clerk has the facilities to perform the functions required in the administration of those elections and is authorized to conduct elections as provided by law; and

WHEREAS, Colorado Constitution Article XIV, Section 18(2)(a), and C.R.S. § 29-1-203, as amended, authorize the County Clerk and the City to cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, by Ordinance, the City has determined that it is in the best interests of the City and its residents to participate in and conduct its election to be held on November 3, 2026, as a “coordinated election” and “mail ballot election” in accordance with the procedures and requirements of the Uniform Election Code of 1992 and related rules and regulations promulgated by the Colorado Secretary of State (collectively, "the Code"), except to the extent the Code conflicts with a specific provision of the Charter; and

WHEREAS, C.R.S. § 1-7-116, requires entry into and performance of intergovernmental agreements where political subdivisions and the county clerk and recorder cooperate in the conduct and financing of the election and provide for reasonable sharing of costs; and

WHEREAS, the Constitution of Colorado, Article X, Section 20 and the Code, require the production of a mailed Notice ("TABOR Notice") concerning certain ballot issues that may be submitted to the electors of the City; and

WHEREAS, the TABOR Notices of several jurisdictions are to be sent as a package where jurisdictions overlap ("TABOR Notice Package"); and

WHEREAS, the need to produce the TABOR Notice Package requires that there be County-wide coordination of the production and mailing of the TABOR Notice Package to effectuate the purposes of said constitutional section; and

WHEREAS, the County Clerk and Recorder of Pueblo County and the City desire to set forth their respective responsibilities in the production and mailing of the TABOR Notice Package for elections conducted pursuant to this Intergovernmental Agreement; and

WHEREAS, the County Clerk and the City have determined that it is in the best interests of the County, the City, and their respective inhabitants and landowners to cooperate and contract concerning the coordinated election on November 3, 2026, upon the terms and conditions contained herein.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. GENERAL MATTERS:

A. Purpose:

The purpose of this Agreement is to set forth the tasks to be completed by the County Clerk and the City in the conduct and financing of the November 3, 2026, election.

B. Coordinated Election Official and Other Election Personnel:

Except as otherwise provided in this Section, the County Clerk shall act as the Coordinated Election Official for the conduct of the election for the City for all matters in the Code which require action by the Coordinated Election Official, except to the extent such action must be performed by the City Clerk or City's Board of Elections pursuant to Charter requirements and except as otherwise provided in this Agreement.

The City designates Clyde Bishop, City Clerk, as its "Designated Election Official" who, together with the City's Board of Elections, shall be the primary liaison between the City and the County Clerk and who shall have the primary responsibility for the conduct of the election procedures to be handled by the City hereunder and who shall cooperate with the County Clerk in the conduct of the election.

C. The County Clerk shall conduct the coordinated election on November 3, 2026, in conformity with the Code. The City shall provide explicit written instruction to County Clerk regarding any action City determines the County Clerk must perform that is required by the City Charter and which conflicts with the Code. With respect to the November 3, 2026, election, the Parties have communicated in advance of this Agreement and have determined that no deviations from the Code are currently being requested.

D. The parties acknowledge that for the purposes of the coordinated election on November 3, 2026, regardless of any registration requirements in the City Charter or City Code, the County Clerk will decide who is eligible to receive ballots pursuant to C.R.S. § 1-2-101.

E. The parties acknowledge that all interpretations of the City Charter and City Code shall be and remain the sole responsibility of, and are to be exclusively handled by, the City.

II. DUTIES OF THE COUNTY CLERK:

The County Clerk shall perform the following duties for the City in connection with the conduct of the coordinated election to the extent required:

A. Determine the "least cost" method for mailing the TABOR Notice Package.

B. Combine the text of the TABOR Notice produced by the City, if any, with those of other jurisdictions to produce the TABOR Notice Package. The County Clerk may determine the order of the TABOR Notice submitted by the City and those of other jurisdictions to be included in the TABOR Notice Package, provided, however, that the materials supplied by the City shall be kept together as a group and in the order supplied by the City, unless as otherwise required by the Code.

C. Address the TABOR Notice package to "all registered voters" at each address of one or more active registered electors of the City. Nothing herein shall preclude the County Clerk from sending the TABOR Notice or Notice Package to persons other than electors of the City if such sending arises from the County Clerk's efforts to mail the TABOR Notice Package at "least cost".

D. Mail the TABOR Notice Package, as required by the Code.

E. Provide the final layout of the mail ballots and official ballots to the City in order to permit the City to review, proofread, and approve before the County Clerk authorizes the printing of the ballots. Within twenty-four (24) hours of receipt of ballots from County Clerk, the City shall return the ballots following review, proofreading and approval.

F. Arrange for the printing, and have printed, all mail ballots and official ballots. In consultation with the Designated Election Official, the County Clerk will order the number of ballots reasonably expected to be required to be printed for each Voter Service Polling Center (“VSPC”).

G. Mail to all active registered electors eligible to vote in the City’s November 3, 2026, coordinated election at the last mailing address appearing in the County Clerk’s records, a mail ballot packet, as required by law.

H. Appoint, train, pay and as required by law, provide written materials to a sufficient number of qualified election judges to adequately serve the number of electors anticipated to vote in the coordinated election. The election judges for the City election may be the same persons as are employed for elections held by other jurisdictions on the same day and at the same VSPC(s).

I. Conduct such formal training sessions for the election judges as deemed reasonably necessary by the County Clerk.

J. Perform all services necessary for mail ballot in the City's coordinated election, including preparing of mail ballots and mail ballot voter materials, and receiving and processing of applications for mail ballots, mailing mail ballot materials, receipt of mail ballot materials, checking voter qualifications, and preparation for counting, opening, and conduct of the VSPC(s).

K. Oversee the performance of the election judges with respect to their posting duties of required sample ballot, instruction cards, precinct maps, and other interior VSPC(s) postings as may be required by law.

L. Certify the results of the City's election within the time required by law and forthwith provide the City with a copy of all election statements and certificates which are to be created under the Code and provide City with election abstracts and official certifications in such number as the City may reasonably require.

M. Store all voted ballots for a minimum of twenty-five (25) months and all signature cards of electors who cast ballots at the election for a minimum of twenty-five (25) months, and all other materials required by law to be saved for twenty-five (25) months. If necessary, in connection with or to resolve any challenge, suit, or other legal question that might arise regarding the election, the City requires access to stored ballots, the County Clerk shall cooperate with the City to provide appropriate access to the same.

N. Facilitate special accommodations for all military and overseas citizens as provided by the Uniformed and Overseas Citizens Absentee Voting Act.

O. Conduct a recount of any contest where the final ballot tabulation mandates a recount under C.R.S. § 1-10.5-101 or if requested by an interested party C.R.S. § 1-10.5-106.

III. ELECTION COSTS:

A. County Clerk shall keep a careful, accurate, and contemporaneous accounting of time, supplies, and salaries chargeable to the City including:

1. Charging the City for that portion of staff time, including salary and benefits, directly attributable to conducting the coordinated election on behalf of the City and that portion of building rental, both for set-up and VSPC's and materials directly attributable to the City for the preparation and conduct of the coordinated election.

2. Charging the City for the cost of election and mail ballot judges, provided, however, that such cost shall be prorated by multiplying the number of judges and dividing the result by the number of jurisdictions utilizing each VSPC.

3. The cost of any recount(s) will be charged and prorated among each of the participating Public Entities involved in the recount.

B. Adhere to all applicable provisions of the Code which are necessary or appropriate to the performance of the above duties.

IV. DUTIES OF THE CITY:

In consideration of the foregoing, the City agrees to perform the following tasks and activities to the extent required:

A. Provide the County Clerk all TABOR Notices concerning City ballot issues in the manner required by the Code on or before September 21, 2026, by 4:30 p.m. Such TABOR Notice shall include:

1. The election date, hours, ballot title, text, and the City's local election office address and the City's election office telephone number.

2. For proposed City tax or bonded debt increases, the estimated or actual total of City fiscal year spending for the current year and each of the past four years and the overall percentage and dollar change.

3. For the first full fiscal year of each proposed City tax increase, City estimates of the maximum dollar amount of each increase and of district fiscal year spending without the increase.

4. For proposed City bonded debt, its principal amount and maximum annual and total district repayment cost and the principal balance of total current City bonded debt and its maximum annual and remaining total City repayment cost.

5. Two summaries, up to five hundred (500) words each, one for and one against any ballot proposal, of written comments filed with the Designated Election Official. The summary shall neither mention names of persons or private groups nor make any endorsements of or resolutions against the proposal. Petition representatives following these rules shall write this summary for their petition. The Designated Election Official shall maintain and accurately summarize all other relevant written comments.

6. Summarize written comments concerning ballot issues following receipt of such comments received from the Designated Election Official and the public as necessary for use in the TABOR Notice.

7. A completed TABOR Notice shall be provided to the County Clerk in Microsoft Word format. Regardless of the total number of pages, the

submission to the County Clerk shall be on one side of each page. This submission shall be in the form that shall be printed by the County Clerk and may not be changed by the City following submission to the County Clerk without special written dispensation from the County Clerk (such dispensation may be withheld for any or no reason) and shall be provided to the County Clerk on or before September 21, 2026.

B. Perform such acts as may be required by law or the City Charter, including circulation, approval, review, and all other activities, relating to any matter that may concern the City. The Designated Election Official shall interact with any City petition representatives, including but not limited to, working to ensure that the Designated Election Official receives the summary of written comments for their petition within the time required by law.

C. Certify the complete ballot content to the County Clerk, on or before September 4, 2026; review, proofread, and approve the final ballot and provide to the County in the same manner set forth, within the time required by law and provide the ballot content in hard copy and in Microsoft Word format.

D. Review, proofread and confirm the layout, format, and text of the official ballots within twenty-four (24) hours of receipt before the County Clerk authorizes the printing of the ballots.

E. Pay to the County Clerk the City's share of the actual cost of materials and services specified in items 1-10 of this Section, Paragraph E. upon receipt of the itemized statement for same. (The City agrees to compensate the County Clerk on a prorated basis for costs not solely related to the City's election, and to pay full cost of materials and services solely related to the City's election). The City represents that funds have been appropriated for this Election and are sufficient to compensate the County Clerk for the services described in this Agreement.

1. Actual costs of services, materials, and mileage associated with the conduct of the election. Actual costs include, but are not limited to, the costs of labor, printing, and materials itemized, identified, and consumed for the conduct of the City's election. The actual cost of labor includes the actual hourly wage, including overtime whether paid or provided as compensatory time, and all associated benefits paid to each staff member, which are directly attributable to conducting the coordinated election on behalf of City.
2. Actual costs for a complete alphabetical listing of electors, in electronic format.
3. Actual costs for alphabetical listing by precinct.
4. Actual costs for election preparation, set-up and tabulation and processing charge.
5. Actual costs of building rental for set-up activities and VSPC.

6. Actual costs for election and mail ballot judges.

7. Actual costs of preparation and publication of all notices required by the Election Code.

8. Actual cost of preparing and printing the ballots.

9. Actual costs for all mailings.

10. Any other cost or expense shall be as mutually agreed to between the City and the County Clerk. Such agreement shall be in writing and signed by both parties in compliance with Section VI., Paragraph B. herein.

F. Within the time frames established by C.R.S. § 1-10-201, the City shall appoint two (2) members to serve on the Canvass Board. Clerk and Recorder shall be a member of the Canvass Board, as well as two (2) appointees of any other political subdivision that is participating in the election.

G. Provide a current, accurate map with a legal description of the City and its boundaries. In addition, the City shall provide necessary GIS data to reflect its current boundaries.

H. The City and its Designated Election Official shall cooperate with the Coordinated Election Official in the conduct of all dates and responsibilities of the Coordinated Election Official in the conduct of the election.

I. The City shall notify County Clerk in writing regarding actions City requests County Clerk to undertake when provisions of the City Code or Charter conflict with the Uniform Election Code.

J. The City shall be solely liable in the event the conduct of the Election does not conform with the City Charter or City Code.

K. UOCAVA Ballots. The City's Designated Election Official shall certify to the County Clerk the list of registered electors of the City covered by the federal Uniformed and Overseas Citizens Absentee Voting Act, P.L. 99-410, 52 U.S.C. §§ 20301-20311 (UOCAVA), by a date sufficient to enable the County Clerk to transmit UOCAVA ballots no later than September 19, 2026. If the County Clerk prints mailing labels from the list provided by the City, the City shall pay $0.05 per label.

L. ADA Compliance. The City will ensure access to City-maintained roads, sidewalks, and/or areas surrounding any Election Drop boxes and/or Voter Service Polling Centers which are located upon City-owned property, in compliance with all ADA requirements.

V. TERM/TERMINATION:

This Agreement is intended to apply to the November 3, 2026, election. The effective date of this Agreement is upon the signatures of the parties to this Agreement, except as to those activities mandated by statute, and shall automatically terminate on February 26, 2027, provided, however, that the County Clerk's record retention obligations provided in Section II., Paragraph M., shall survive termination.

VI. OTHER:

A. CANCELLATION OF ELECTION BY THE CITY:

In the event that the City, at some time after the effective date of this Agreement, resolves not to hold the election, then notice of such resolution shall be provided to the County Clerk immediately. The City shall promptly pay the County Clerk the full actual costs of the activities of the County Clerk, relating to the City's costs associated with the election, both before and after the County Clerk's receipt of such notice. The City shall publish notice, as defined in the Code, of such cancellation in at least two (2) newspapers of general circulation in Pueblo County. The County Clerk shall post notice of the cancellation in the Office of the County Clerk and the Contact Officer shall post notice of the cancellation on the official bulletin board located in the lobby of City Hall, #1 City Hall Place, Pueblo, CO 81003. The City shall not cancel the election after September 4, 2026. This section is not intended to affect nor apply to any charter amendment matter deemed cancelled pursuant to C.R.S. § 31-2-210(3.5).

B. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, representation, and understandings between them. All duties, services, labor expenses, and costs needed or required in connection with this election that are attributable to the City, other than those specified above or by amendment to this Agreement, shall be provided by, and be the sole responsibility of, the City. No variation or modification of this Agreement and no waiver of any of the Agreement's provisions or conditions will be binding unless made in writing and signed by duly authorized owners, principals, or officers of the City and Pueblo County. This Agreement shall be construed and enforced according to the laws of the State of Colorado.

C. This Agreement shall be binding upon and inure to the benefit of the parties to it and their respective legal representatives, successors, and assigns. Any delegation or assignment of this Agreement by either party without the prior written consent of the other party shall be void. The subject headings of the paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of its provisions.

D. Except as set forth elsewhere in this paragraph, all notices to be given in this Agreement shall be made in writing and shall be sufficient if delivered personally due to the need for timely transmission of information to the other party at the following addresses:

Pueblo County Clerk and Recorder
Attention: Candace Rivera
Pueblo County Election Division 201 West Eighth Street, 7th Floor
Pueblo, CO 81003
719-583-4622

and

City of Pueblo
Attention: Clyde Bishop, City Clerk
1 City Hall Place
Pueblo, CO 81003
719-553-2669

E. CONFLICT OF AGREEMENT WITH LAW:

In the event that any provision of this Agreement conflicts with the Code or other statutory or regulatory law, this Agreement shall be modified to conform to such law. No subsequent resolution of the Board of County Commissioners or of the City shall impair the rights of the County Clerk or the City hereunder without the consent of the other party to this Agreement except as provided by Section V. herein.

F. TIME OF THE ESSENCE:

Time is of the essence of this Agreement. The statutory time requirements of the Code shall apply to the completion of the tasks required by this Agreement except as those time requirements are specifically modified in this Agreement as a result of the provisions in the City Charter.

G. GOOD FAITH:

The parties shall implement this Agreement in good faith including acting in good faith in all matters that require joint or coordinated action.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective the day and year first written above.

ATTEST:

By: _____
Clerk to the Board

PUEBLO COUNTY, COLORADO

By: _____
Chairman, Board of County Commissioners

Date: _____

ATTEST:

By: _____
City Clerk

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

By: _____
Mayor

Date:_____

APPROVED AS TO FORM:

By: _____
City Attorney's Office

Date: _____

By: _____
Pueblo County Attorney's Office

Date: _____

APPROVED AS TO CONTENT:

By: _____
Pueblo County Clerk and Recorder

Date:_____

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 10, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Eva Cosyleon, MPO Manager

SUBJECT: AN ORDINANCE ESTABLISHING 2027 PUEBLO RURAL TRANSPORTATION PLANNING (TP) PROJECT, TP2601, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $16,000 FOR SAID PROJECT

SUMMARY:

This Ordinance establishes the State Fiscal Year (SFY) 2027 Pueblo Area Council of Governments (PACOG) Rural Transportation Planning Project, Project No. TP2601, and budgets and appropriates funds in the amount of $16,000 from the Pueblo Area Council of Governments (PACOG) received from the Colorado Department of Transportation (CDOT) State Planning and Research (SPR) funds.

PREVIOUS COUNCIL ACTION:

The establishment of the Project and budgeting of funds has been approved by City Council on an annual basis once the purchase order is issued by the State of Colorado to PACOG.

BACKGROUND:

The PACOG receives an annual award of funds from CDOT for Rural Transportation Planning and associated allowable expenses that provides $16,000 in SPR funds to PACOG for July 1, 2026 through June 30, 2027. The City and PACOG annually enter a delegation agreement that authorizes the City to complete the transportation planning tasks on behalf of PACOG and be reimbursed at 100% for eligible expenses. This Ordinance establishes the TP2601 Pueblo Rural Transportation Planning Project and budgets and appropriates funds in the amount of $16,000 allocated for PACOG to complete rural transportation planning services in compliance with the state requirements for the use of the SPR grant funds.

FINANCIAL IMPLICATIONS:

Funds in the amount of $16,000 shall be budgeted and appropriated for the Pueblo Rural Transportation Planning Project. It is estimated that approximately two (2%) percent of the Project cost or approximately $320 in staff time from the Finance Department will be spent on the Project.

BOARD/COMMISSION RECOMMENDATION:

The State Planning and Research funding is included as a component of the Delegation Agreement between the City of Pueblo and PACOG and approved by Ordinance No. 11092 on December 22, 2025.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

If City Council does not approve this Ordinance, the CDOT funding will not be expended by the City's Urban Transportation Planning Division and funds for transportation planning outside of the urbanized area, and travel expenses for outside of Pueblo will not be reimbursed through these funds.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. CDOT Purchase Order

ORDINANCE NO.

AN ORDINANCE ESTABLISHING 2027 PUEBLO RURAL TRANSPORTATION PLANNING (TP) PROJECT, TP2601, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $16,000 FOR SAID PROJECT

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

SECTION 1.

The 2027 Pueblo Rural Transportation Planning Project No. TP2601 is hereby established.

SECTION 2.

Funds in the amount of $16,000 from the State Fiscal Year (SFY) 2027 Pueblo Area Council of Governments (PACOG) State Planning and Research funds as authorized in the 2026 City and PACOG Delegation Agreement approved by Ordinance No. 11092 on December 22, 2025 are hereby budgeted and appropriated for said Project.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on July 27, 2026.

Final adoption of Ordinance by City Council on August 10, 2026.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Colorado Dept of Transportation
2829 W. Howard Place
Denver CO 80204

Buyer: Natalie Martinez
Phone Number:
Agency Contact: Kathleen Collins
Phone Number: 303-757-9434

DATE: 06/01/2026

IMPORTANT
The PO# and Line# must appear on all invoices, packing slips, cartons and correspondence

Purchase Order
State of Colorado

PO# 411045027
Award#:
BID#:

Vendor Master#: 2000241
Phone: 719-225-0460
Vendor Contact: LOUELLA SALAZAR

VENDOR
PUEBLO AREA COUNCIL OF GOVERNMENTS
201 W 8TH STREET SUITE 110
PUEBLO CO 81003

Invoice TO:

Payment will be made by this agency

Ship TO: Colorado Dept of Transportation
2829 W. Howard Place
Denver CO 80204

Delivery/Installation Date: 06/30/2027
PO Expiration Date: 06/30/2027

INSTRUCTIONS TO VENDOR

1. If for any reason, delivery of this order is delayed beyond the delivery/Installation date shown, please notify the agency contact named at the top left (Right of cancellation is reserved in instances in which timely delivery is not made). 2. All chemicals, equipment and materials must conform to the standards required by OSHA. 3. NOTE: Additional terms and conditions on reverse side or at address shown in Special Instructions.

SPECIAL INSTRUCTIONS

LINE	PRODUCT NUMBER / PRODUCT CATEGORY / DESCRIPTION	UOM / PLANT	QUANTITY	UNIT COST	TOTAL ITEM COST
00001	96287 RPA PACOG	AU 7001	16,000.00 0	1.00	16,000.00

DOCUMENT TOTAL: 16,000.00

THIS PO IS ISSUED IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS
https://osc.colorado.gov/spco/central-contracts-unit/purchase-order-terms-conditions
DP-01 (R-02/06)

FOR THE STATE OF COLORADO

Authorized Signature **Date**

Signature not required if PO transmitted electronically.

RURAL PLANNING WORK PROGRAM

Pueblo Area Regional Planning Commission (RPC) and Transportation Planning Region (TPR)

AMOUNT NOT TO EXCEED: *$16,000*

Designated Contacts for TPR:

For the purpose of this Purchase order, Kathleen Collins is hereby designated representative of the State and Eva Cosyleon is hereby designated representative of Pueblo Area Council of Governments (a.k.a. Vendor), fiscal entity for the Pueblo Area TPR. The Vendor's representative (or Administrator) is responsible for providing the TPR's Representative and Alternate(s) to the State Transportation Advisory Committee (STAC) with copies of this Scope of Work, so they are aware of the tasks for which the TPR is responsible and related eligible expenses. Either party may from time to time designate in writing new or substitute representatives including new or substitute addresses where notices shall be sent. All notices required to be given by the parties hereunder shall be sent by US mail (certified, registered or regular postal) to the individuals at the addresses set forth below:

To CDOT:
Kathleen Collins
DTD Statewide & Regional Planning Section
Colorado Department of Transportation
2829 W. Howard Place, 3rd Floor
Denver, CO 80204

To STAC Representative:
Ted Hernandez
City of Pueblo Councilman
1 City Hall Place
Pueblo, CO 81003

To the Vendor/Contract Administrator:
Eva Cosyleon, MPO Manager
PACOG/Pueblo MPO
101 W Riverwalk - 2nd Floor
Pueblo, CO 81003

REQUIREMENTS

Conforming to the standards set forth in Sections IV, V, VI, VII and VIII of 2 CCR 601-22 (the Rules) for the expenditure standards of State Planning and Research (SPR) funds during the Program Period (beginning July 1 of the issuing year and expiring June 30 of the ending year), the Vendor shall cooperatively undertake the activities related to the statewide and regional transportation planning process to perform the tasks identified in the Scope of Work herein.
The State and FHWA are specifically authorized to review and inspect, at all reasonable times, all such records, including all technical and financial aspects of the tasks described in the Scope of Work. The

State will arrange such reviews and inspections with monitoring to be done no more than quarterly. The State reserves the right to a mid-year review of the cost data and other progress associated with the tasks. The State will provide at least one week's notice of the date and time for any meeting to discuss said review.

The Vendor shall assure that SPR funds spent during the Program Period are for activities directly related to the statewide and regional transportation planning process as articulated in the tasks section of the Scope of Work. Throughout the duration, all activities must be in accordance with all applicable State and Federal requirements and within the terms and conditions of this purchase order.

The State has the right to disallow any costs incurred by the Vendor which are inconsistent with or not in compliance with the authorized tasks of the Scope of Work. Prior approval must be obtained in writing from the State's designated representative for any expenses not explicitly authorized in the tasks section below.

All requests for reimbursement shall include documentation of all expenditures in accordance with 2 CFR 200, 49 CFR Part 18, 23 CFR 420 and the attached Scope of Work Guidance. The attached Rural Planning Assistance Contract Reimbursement Request Form must be filled out in its entirety and include specific tasks and the date the tasks were performed.

Requests for reimbursement for the expenditure of funds must be submitted to the State at least quarterly. Pursuant to 49 CFR 18.41, grantees are required to submit invoices on at least a quarterly basis and within 30 days of the close of each billing period. Vendors may elect to submit invoices on a more frequent basis, but at a minimum, invoices must be submitted no less frequent than the billing schedule below:

Quarter	End Date	Billing Due Date
1st (beginning July 1, 2026)	September 30, 2026	October 30, 2026
2nd (beginning October 1, 2026)	December 31, 2026	January 31, 2027
3rd (beginning January 1, 2027)	March 31, 2027	April 30, 2027
4th (beginning April 1, 2027)	June 30, 2027	July 30, 2027

Final billings are due to the State by September 30. Upon the expiration of this purchase order, all unclaimed funds will revert to the State, and will not carry forward into the next year.

To assure SPR funds conform with the tasks of the Scope, pursuant to 49 CFR 18.42, the Vendor shall maintain a complete file of all records, communications, and other written materials which pertain to the performance and cost of services for the duration of this purchase order and further such period (up to three years) as may be necessary to resolve all financial matters. The Vendor shall permit the State, FHWA or the Comptroller General of the United States to audit and/or inspect Vendor's records pertaining to the services of this purchase order for the specified period to evaluate Vendor's performance assuring compliance with the terms and conditions hereof. Copies of these records shall be furnished, if requested, to the State, FHWA, or the Comptroller General. The Vendor shall include this record keeping/audit requirement in any purchase order with any consultant who performs tasks, by expressly requiring the consultant, and/or other agencies, to comply with this requirement.

All reports pertaining to the performance of this purchase order shall be reviewed and approved

pursuant to the procedures established under 2 CCR 601-22, but no report will be published without the prior approval of FHWA. Any published material shall acknowledge the participation of the State and the FHWA in recognition of the cooperative nature of the statewide transportation planning process, for example, “FUNDED BY THE FHWA AND THE FTA”. Published materials include any non-internal documents, reports, maps, photographs, computer software or like materials that are intended to be viewed by those outside of FTA, FHWA, CDOT and the TPR.

Vendor shall take responsibility to ensure the fulfillment of the Scope of Work and take all reasonable steps to obtain the necessary staff, or consultant services, required to carry out all tasks described and identified in the Scope and this section. The selection for consultant services, pursuant to 49 CFR 18.36, shall be in compliance with all federal procurement requirements. In addition, any Request for Proposal (RFP) used by the Vendor to secure consultant services must be reviewed and approved by the State prior to release. The Vendor shall obtain written authorization from the State before executing any contract for consultant services, which utilizes SPR funds.

SCOPE OF WORK

The purpose of the Scope of Work is to present procedures for the statewide and regional transportation planning process within the TPRs. If you have any questions, please contact your MPO & Regional Planning Liaison.

The following tasks are incorporated herein to describe the work program for the continuation of the statewide and regional transportation planning process within the TPRs. The purpose of the work is to implement the provisions of C.R.S. § 43-1-1101 et seq. and Rules and Regulations for the Statewide Transportation Planning Process and the Transportation Planning Regions, 2 CCR 601–22 (The Rules). **The primary intended use for these funds are described in tasks 1 and 2, which include the regular activities of the TPR. Secondary intended uses are described in tasks 3-6 which may occur periodically throughout the planning cycle.**

TPR designated STAC representatives and alternates are eligible for reimbursement of allowable travel expenses related to the tasks listed below. Eligible expenses may include, but are not limited to, transportation, lodging, and meals as per State Travel Policy and applicable CDOT procedural directives. CDOT will provide a travel reimbursement form to document the aforementioned expenses. In lieu of submitting a signed CDOT travel reimbursement form, TPRs may submit alternate signed travel documentation, as long as it provides the same information as required in the CDOT form.

PRIMARY TASKS

1 – *Participation in the Statewide Transportation Advisory Committee (STAC)*

The TPR shall have a designated representative to carry out the duties of the STAC pursuant to C.R.S. § 43-1-1104 (STAC Responsibilities) as amended, and Section V. of the Rules. The TPR shall also designate a STAC Alternate to attend regularly scheduled meetings and carry out these duties if the designated representative is unable or unavailable.

STAC representatives shall attend monthly STAC meetings, as well as other official STAC events. A STAC representative's duties include, but are not limited to:

1. Serving as the communication liaison between the Department, the STAC and the members of the TPR and constituents.

2. Providing advice to the Department on the needs of the transportation system.

3. Reviewing and commenting on updates and amendments to the Regional and Statewide Transportation Plans.

4. Providing assistance in resolving transportation related conflicts which arise between TPRs, or between the Department and a TPR.

5. Making recommendations to the Department concerning the integration and consolidation of Regional Transportation Plans (RTPs) into the Statewide Transportation Plan.

6. Furnishing regional perspectives on transportation problems requiring statewide solutions.

7. Providing advice and comment on TPR boundaries.

2 – ***Provide Opportunities for Public Participation in TPR Meetings***

Please reference Section VI (Public Participation Rules) of 2 CCR 601-22 (The Rules), which includes specific public participation provisions required in the transportation planning process.

The TPR shall work in cooperation with CDOT in carrying out the requirements for public participation as described in The Rules and Title 23 CFR Part 450 of the federal regulations. Public participation shall include, but not be limited to:

1. Providing a proactive process that allows the public the opportunity to participate in the transportation planning process. The process shall provide a mechanism for public perspective, ideas and needs to be incorporated into the planning process, developing the public's understanding of the problems and opportunities facing the transportation system.

2. Conducting meetings, transportation forums, open houses or other means of public meetings for the purpose of providing information about transportation issues, receiving comments, consideration and response to public input and building consensus on transportation priorities. The TPR shall record the proceedings of meetings, forums and other public meetings concerning transportation in their TPR and make those notes available to the TPR constituency, especially interested parties unable to attend the meetings.

3. Providing mailings, either electronic or regular, containing information about transportation issues. The TPR shall maintain a mailing list of all known parties interested in transportation planning in the TPR including but not limited to: elected officials, municipal and county planning staffs, affected public agencies, local state and federal agencies eligible for federal and state

transportation funds, local representatives of public transportation agency employees and users, freight shippers and providers of freight transportation services, private transportation providers, representatives of alternative transportation mode users, such as pedestrian walkways and bicycle transportation facilities; representatives of the disabled, private industry, environmental and other interested groups, Indian tribal governments and the US Secretary of the Interior when tribal lands are involved, representatives of persons or groups that may be underserved by existing transportation systems such as minority, low-income and disabled populations; and members of the general public.

4. Utilizing available media opportunities to provide timely notice of planning related activities; this includes, but is not limited to, electronic mail, newspapers, social media and other means.

SECONDARY TASKS

3 – *Long-Range Regional Transportation Plan (RTP)*

Continue efforts to update and/or maintain the Regional Transportation Plan (RTP) and maintain up to date and relevant distribution lists, etc. The TPR shall work in conjunction with the Department and its consultants to develop new RTPs.

4 – *Regional Transportation Plan Amendments*

Federal and State legislation altering the transportation planning factors upon which the RTP is based may change the TPR's corridor priority recommendations to the Department and require amending the RTP. The TPR shall amend the RTP as necessary to make additions or deletions on review and analysis of the RTP to insure successful implementation throughout the Statewide Transportation Plan, pursuant to Section VIII of the Rules for the Statewide Planning Process (2 CCR 601-22).

5 – *Development and Amendment of the Statewide Transportation Improvement Program (STIP)*

The TPR will undertake activities and meetings necessary to participate in and provide input on the update (at least every four years) of the Statewide Transportation Improvement Program (STIP), and to review and comment on proposed policy amendments to the STIP, as needed.

To update the STIP, TPR representatives meet with their appropriate CDOT Engineering Region(s) and Transportation Commissioner(s) to cooperate in the project prioritization process within that CDOT Engineering Region. Additional information on the STIP development process is available in the *Project Priority Programming Process (4P) and STIP Development Guidelines* available at: https://www.codot.gov/programs/planning/transportation-plans-and-studies/stip

Whenever a policy amendment is proposed for the STIP, the TPR shall review and comment on the proposed amendment. The STIP amendment review process is as follows:

1. The CDOT Office of Financial Management and Budget (OFMB) will post notice of the proposed STIP amendment on the CDOT website for a 30 day review and comment period.

2. The TPR needs to determine if the policy amendment is of such significance as to establish a meeting within the 30 day comment period if a meeting is not already scheduled, or discuss the amendment at an already scheduled meeting within the 30 day review and comment period to provide for public input.

3. The TPR may elect to not hold a meeting or not discuss the proposed amendment if the RPC determines that the amendment is not significant enough to require such action.

4. The TPR should post the notice of proposed STIP amendment, if it has an office and a public place for posting such notices.

5. Comments on the proposed amendment need to be received within the 30 day review period via the CDOT website or by direct mail to the CDOT Chief Financial Officer.

6 – ***Long-Range Statewide Transportation Plan***

In conjunction with its RTP, the TPR will provide input and advice on the development of the Statewide Transportation Plan. Duties include but are not limited to:

1. Providing input on the integration and consolidation of RTPs with the Statewide Transportation Plan.

2. Reviewing and providing comment, through the STAC representative, on elements of the Statewide Transportation Plan, including drafts of the Statewide Transportation Plan, and the final Statewide Transportation Plan pursuant to C.R.S. § 43-1-1101 through 1105 and U.S.C. Section 135 Title 23.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 10, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT AWARD LETTER AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE COLORADO DIVISION OF CRIMINAL JUSTICE, IN THE AMOUNT OF $275,384, FROM JANUARY 1ST, 2026, THROUGH DECEMBER 31ST, 2026, AND BUDGETING AND APPROPRIATING FUNDS INTO PROJECT NUMBER PS2509, AND RATIFYING THE MAYOR'S EXECUTION OF SAME

SUMMARY:

The Colorado Division of Criminal Justice has informed the Pueblo Police Department that funds are available to create, sustain, or expand Co-Responder Programs. This grant covers the period from January 1, 2026, through December 31, 2026.

PREVIOUS COUNCIL ACTION:

Previous grants of this nature have routinely been approved each year.

BACKGROUND:

This Ordinance, if approved will allow the City of Pueblo to sustain the Crisis Intervention Team (CIT), a co-responder team for people in crisis situations. CIT is a partnership between the City of Pueblo Police Department and Health Solutions, merging the professional expertise of the police and behavioral health fields to improve the experiences and outcomes of persons in crisis. This total reflects salary and benefits for 3 full-time clinicians. A Byrne SCIP award will be a transformative investment to deflect, redirect, or otherwise prevent people with behavioral health needs from the criminal justice system and into appropriate treatment. Equally important, it will significantly increase the resources of Pueblo Police to respond to criminal activity.

FINANCIAL IMPLICATIONS:

This grant will require staff time for project management and reporting. This grant also pays 100% of eligible expenses and requires no grant match.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

There is no stakeholder process required for this grant.

ALTERNATIVES:

Decline the grant offer.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 2024-SC-25-866__2024_SCIP_Grant_City_of_Puebl

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AWARD LETTER AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE COLORADO DIVISION OF CRIMINAL JUSTICE, IN THE AMOUNT OF $275,384, FROM JANUARY 1ST, 2026, THROUGH DECEMBER 31ST, 2026, AND BUDGETING AND APPROPRIATING FUNDS INTO PROJECT NUMBER PS2509, AND RATIFYING THE MAYOR'S EXECUTION OF SAME

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to accept funding from the State of Colorado for public and municipal purposes; and

WHEREAS, the Colorado Division of Criminal Justice has tendered an Award Letter and Contract (the “Grant Award”) funding in an initial amount of $275,384 upon conditions recited therein or incorporated therein by reference;

WHEREAS, the State of Colorado has made additional awards of funds in the past under previous grant awards and the Pueblo Police Department anticipates the award of additional funds in the future pursuant to this agreement if the same are made available by the State; and

WHEREAS, the Mayor executed the Grant Award on behalf of the City on December 15, 2025, prior to approval of this Ordinance, and ratification and confirmation of that execution is in the best interest of the City; and

WHEREAS, acceptance of the funding for the purposes for which it has been made is in the best interest of the City and will benefit the health, welfare, and safety of the citizens of the City; NOW THEREFORE,

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

SECTION 1.

The Grant Award between the City of Pueblo, a Colorado Municipal Corporation, and the Colorado Division of Criminal Justice, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

The execution of the Signature Page of the Grant Award by the Mayor on December 15, 2025, in the name of and on behalf of the City, is hereby ratified, approved, and confirmed. The City Clerk shall attest this Ordinance and affix the Seal of the City.

SECTION 3.

The Police Department is empowered to apply for additional grant awards pursuant to this grant award as those funds are made available by the State.

SECTION 4.

All current and future funds accepted under this Ordinance shall be budgeted and appropriated into project number PS2509 by the Finance Department. Said funds shall only be expended and used for this project.

SECTION 5.

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

SECTION 6.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on July 27, 2026.

Final adoption of Ordinance by City Council on August 10, 2026.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

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Grant Award Letter
Intergovernmental Grant Agreement
Cover Page

State Agency
Department of Public Safety, Division of Criminal Justice

Grantee
City of Pueblo

Grantee UEI
NJK3BNUDRHJ7

Is this Award for Research and Development (R&D)? No

Grant Number
2024-SC-25-866

Grant Issuance Date
01/01/2026

Grant Expiration Date
12/31/2026

Fund Expenditure End Date
12/31/2026

Grant Amount
$ 275,384

Agreement Authority –
The Division of Criminal Justice is authorized to disburse these funds by Colorado Revised Statute 24-33.503 and 507.

Project Summary
The City of Pueblo Police Department (PPD) seeks funding to sustain its Crisis Intervention Team (CIT), a co-responder team that uses best practices to assist law enforcement responding to the needs of people with behavioral health disorders. The project's primary objective is to de-escalate situations through communication and crisis intervention techniques, reducing the need for arrests. The Co-Responder model provides an opportunity for individuals experiencing a behavioral health crisis to improve their interaction with PPD while receiving mental health care that peace officers cannot provide. By diverting individuals from the criminal justice system, the project will alleviate pressure on courts, jails, emergency departments and avoid unnecessary costs – financial and human.

Grant Purpose
The purpose of the Byrne State Crisis Intervention Program is to provide funding for the creation and implementation of crisis intervention court proceedings, extreme risk protection order programs or initiatives, and related gun violence reduction programs or initiatives. The Justice Assistance Grant Board recommended grantee for a subaward after a public announcement of available funds and competitive solicitation process. The Bureau of Justice Assistance subsequently authorized this subaward.

Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Agreement:

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1. Exhibit A, Sample Option Letter
2. Exhibit B, Grant Requirements
3. Exhibit C, Special Conditions
4. Exhibit D, Statement of Work
5. Exhibit E, Budget
6. Exhibit F, Federal Provisions

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

1. Exhibit F, Federal Provisions
2. Exhibit C, Special Conditions
3. Colorado Special Provisions in **§18** of the main body of this Agreement.
4. The provisions of the other sections of the main body of this Agreement.
5. Exhibit B, Grant Requirements
6. Exhibit D, Statement of Work
7. Exhibit E, Budget

Principal Representatives

For the State:
Matthew M. Lunn, PhD, Director
Division of Criminal Justice
Department of Public Safety
700 Kipling Street, Suite 1000
Denver, Colorado 80215-5897
Matthew.Lunn@state.co.us

For Grantee:
Heather Graham, Mayor
City of Pueblo
1 City Hall Place
Pueblo, CO 81003
hgraham@pueblo.us

Federal Award(s) Applicable to This Grant Award

SCIP 2024
Federal Award Office: U.S. Department of Justice (US DOJ), Bureau of Justice Assistance
Federal Grant Program Name: Edward Byrne Justice Assistance Grant (JAG)
Federal Assistance Listing #: 16.738
Federal Award Number: 15PBJA-24-GG-02890-BSCI
Federal Award Date: September 26, 2024
Federal Statutory Authority: Bipartisan Safer Communities Supplemental Appropriations Act, 2022 (Pub. L. No. 117-159, 136 Stat. 1313, 1339);
28 U.S.C. 530C
Total Amount of Federal Award (this is not the amount of this grant agreement): $2,650,316.00

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Signature Page

The Signatories Listed Below Authorize this Grant

Grantee

City of Pueblo

Signed by:
3A85950B7BCA462...

By: Heather Graham, Mayor

Date: 12/15/2025 | 4:46:42 PM MST

State of Colorado

Jared S. Polis, Governor
Department of Public Safety
Stan Hilkey, Executive Director

Signed by:
8C8341EFA6124C4...

By: Matthew M. Lunn, PhD, Director, Division of Criminal Justice

Date: 12/16/2025 | 8:06:59 PM PST

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

State Controller

Robert Jaros, CPA, MBA, JD

DocuSigned by:
Lyndsay Clelland
363D680603F0405...

By: Lyndsay J. Clelland, Grant Coordinator, Division of Criminal Justice

Date 12/17/2025 | 8:02:13 PM MST

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1. Grant

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

2. Term

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date, or issue a grant modification in accordance with **§17.D.**

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made.

C. Grantee's Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

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. "**Award"** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

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C. **"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.

D. **"Budget"** means the budget for the Work described in **Exhibit E**.

E. **"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.

F. **"CJI"** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302 C.R.S.

G. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.

H. **"Cost Sharing"** means a portion of project costs not paid under this Subaward. This includes match which refers to required levels of cost share that must be provided (2 CFR 200.306)

I. **"Grant Award Letter"** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

J. **"Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.

K. **"Grant Expiration Date"** means the Grant Expiration Date shown on the first page of this Grant Award Letter.

L. **"Grant Issuance Date"** means the Grant Issuance Date shown on the first page of this Grant Award Letter.

M. **"Exhibits"** exhibits and attachments included with this Grant as shown on the first page of this Grant

N. **"Extension Term"** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter

O. **"Federal Award"** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

P. **"Federal Awarding Agency"** means a Federal agency providing a Federal Award to a Recipient. The Federal agency for this Agreement may be found in the Federal Award(s) Applicable to This Grant Award section of this Agreement, and is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.

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Q. **"Goods"** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

R. **"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.

S. **"Initial Term"** means the time period between the Grant Issuance Date and the Grant Expiration Date.

T. **"Party"** means the State or Grantee, and "Parties" means both the State and Grantee.

U. **"PCI"** means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.

V. **"PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

W. **"PHI"** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

X. **"Recipient"** means the State Agency shown on the first page of this Grant Award Letter, for the purposes of the Federal Award.

Y. **"Services"** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.

Z. **"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, PHI, PCI, Tax Information, CJI, 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

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a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

AA. **"State Fiscal Rules"** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

BB. **"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.

CC. **"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.

DD. **"Sub-Award"** means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

EE. **"Subcontractor"** means third-parties, if any, engaged by Grantee to aid in performance of the Work. This establishes a procurement relationship. The subcontractor provides goods or services for the benefit of the purchaser.

FF. **"Subgrantee"** means third-parties, if any, engaged by Grantee to aid in performance of the Work. This establishes a grant relationship. The beneficiary, not the purchaser, receives benefit from the work. A subgrantee receiving federal grant funds is also called a subrecipient. There may be multiple tiers of subgrantees/subrecipients that do not include procurement transactions.

GG. **"Subrecipient"** means an entity that receives a Sub-Award from a pass-through entity to carry out part of a Federal award., The term subrecipient does not a beneficiary or participant. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient.

HH. **"Tax Information"** means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes, but is not limited to all information defined as Federal tax information in Internal Revenue Service Publication 1075.

II. **"Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to the Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

JJ. **"Work"** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

KK. **"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

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the Work. "Work Product" does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

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

4. Statement of Work

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of **Exhibit 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 Award Letter.

5. Payments to Grantee

A. Maximum Amount

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

B. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to and written approval from the State in the form of a DCJ Form 4-A, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State's review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

D. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including

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documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold payment of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Grant Expiration Date due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

E. Matching Funds

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in **Exhibit E** , if applicable. 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. Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

6. Reporting - Notification

A. Quarterly Reports

In addition to any reports required pursuant to any Exhibit, for any Agreement having a term longer than three months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State

B. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.D**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

C. 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 Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. Grantee Records

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place

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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. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State. A cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant with an entity, then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor or Subgrantee in accordance with the Uniform Guidance, and other State procedure.

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. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. Confidential Information-State Records

A. Confidentiality

Grantee shall hold and maintain, and cause all Subgrantees and 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 Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors or Subgrantees will or may receive the following types of data, Grantee or its Subcontractors or Subgrantees 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

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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, Subgrantees and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns, Subgrantees and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, Subgrantees 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, Subgrantees or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

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

E. Safeguarding PII

If Grantee or any of its Subgrantees or Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Grantee, including, but not limited to, Grantee's employees, agents, Subgrantees and Subcontractors, agrees

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not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Grantee is given direct access to any State databases containing PII, Grantee shall execute, on behalf of itself and its employees, the certification as provided by the State on an annual basis Grantee's duty and obligation to certify as set forth by the state and shall continue as long as Grantee has direct access to any State databases containing PII. If Grantee uses any Subgrantees or Subcontractors to perform services requiring direct access to State databases containing PII, the Grantee shall require such Subgrantees or Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subgrantee or Subcontractor has access to State databases containing PII.

9. Conflict of Interest

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

10. Insurance

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

11. Breach of Agreement

In the event of a breach of agreement, the aggrieved party shall give written notice of breach of agreement to the other party. If the notified party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the party may exercise any of the remedies as described in **§12** for that party. Notwithstanding any provision of this agreement to the contrary, the state, in its discretion, need not provide notice or a cure period and may immediately terminate this agreement in whole or in part or institute any other remedy in this agreement in order to protect the public interest of the state; or if grantee is debarred or suspended under §24-109-105, C.R.S., the state, in its discretion, need not provide notice or cure period and may terminate this agreement in whole or in part or institute any other remedy in this agreement as of the date that the debarment or suspension takes effect.

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12. Remedies

A. State's Remedies

In addition to any remedies available under any exhibit to this grant agreement, if grantee is in breach under any provision of this agreement and fails to cure such breach, the state, following the notice and cure period set forth in **§11**, shall have all of the remedies listed in this section in addition to all other remedies set forth in this agreement or at law. The state may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

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

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

a. Obligation and Rights

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

b. Payments

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

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

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

d. Removal

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

e. Intellectual Property

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

f. Collection of Unallowable Costs (2 CFR 200.410)

Payments made for costs determined to be unallowable by either the awarding Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded with interest to the Federal Government. Unless directed by Federal statue or regulation, repayments must be made in accordance with the

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instructions provided by the Federal agency or pass-through entity that made the allowability determination. See §§ 200.300 through 200.309, and § 200.346.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. Dispute Resolution

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

14. Notices and Representatives

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§13.**

15. Rights in Work Product and Other Information

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

16. Governmental Immunity

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

17. General Provisions

A. Assignment

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

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B. Captions and References

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

C. Entire Understanding

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

D. Modification

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

i. The State may, at the State's discretion, use an Option Letter or Grant Funding Change letter substantially equivalent to Exhibit A, Sample Option Letter and the State Controller Grant Funding Change Letter to modify the grant agreement. If exercised, the provisions of the Option Letter or Grant Funding Change Letter shall become part of and be incorporated into the original grant.

ii. The State may increase or decrease the quantity of goods/services described Exhibit D, Statement of Work and Exhibit E, Budget based upon the rates established in the Grant. If the State exercises the option, it will provide written notice to Grantee at least 15 days prior to the end of the current grant term in a form substantially equivalent to Exhibit A, Sample Option Letter.

iii. The State may add or delete the goods/services described Exhibit D, Statement of Work and Exhibit E, Budget as long as the change does not change the overall scope of the approved grant. If the State exercises the option, it will provide written notice to Grantee at least 15 days prior to the end of the current grant term in a form substantially equivalent to Exhibit A, Sample Option Letter.

iv. The State may, at the State's discretion, issue an updated Exhibit D, Statement of Work and Exhibit E, Budget by Option Letter substantially equivalent to Exhibit A, Sample Option Letter to reflect changes that do not substantially change the intended purpose of the grant. The provisions of the Option Letter shall become part of and be incorporated into this Grant.

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

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or

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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 Grant Award Letter by reference.

G. Severability

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

H. Survival of Certain Grant Award Letter Terms

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

I. Third Party Beneficiaries

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

J. Waiver

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

K. Accessibility

i. Grantee shall 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

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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.

L. Federal Provisions

Grantee shall comply with all applicable requirements of **Exhibit F** at all times during the term of this Grant.

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

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

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

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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 Grant Award Letter. 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 Grant Award Letter 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 Grant Award Letter 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 Grant Award Letter 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 Grant Award Letter 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 Grant Award Letter 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 Grant Award Letter, including, without limitation, immediate termination of this Grant Award Letter 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 Grant Award Letter. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

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Exhibit A - Sample Option Letter

State Agency

[Insert Department's or IHE's Full Legal Name]

Grantee

[Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc.]

Grantee UEI

[Insert Grantee UEI]

Current Agreement Maximum Amount

Initial Term

State Fiscal Year [20XX] [$0.00]

Extension Terms

State Fiscal Year [20XX] [$0.00]

State Fiscal Year [20XX] [$0.00]

State Fiscal Year [20XX] [$0.00]

State Fiscal Year [20XX] [$0.00]

Total for All State Fiscal Years [$0.00]

Option Letter Number

[Insert the Option Number (e.g. "1" for the first option)]

Original Agreement Number

[Insert CMS number or Other Agreement Number of the Original Agreement]

Option Agreement Number

[Insert CMS number or Other Agreement Number of this Option]

Agreement Performance Beginning Date

[Month Day, Year]

Current Agreement Expiration Date

[Month Day, Year]

Options:

A. Option to extend for an Extension Term
B. Option to change the quantity of Goods under the Agreement
C. Option to change the quantity of Services under the Agreement
D. Option to modify Agreement rates
E. Option to initiate next phase of the Agreement

Required Provisions:

1. For use with Option 1(A): In accordance with Section(s) [Number] of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning [Insert start date] and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.

2. For use with Options 1(B and C): In accordance with Section(s) [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option to

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[Increase/Decrease] the quantity of the [Goods/Services or both] at the rates stated in the Original Agreement, as amended.

3. For use with Option 1(D): In accordance with Section(s) [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in [Enter Exhibit/Section] [Enter Number/Letter]. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.

4. For use with Option 1(E): In accordance with Section(s) [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase [indicate which Phase: 2, 3, 4, etc.], which shall begin on [Insert start date] and end on [Insert ending date] at the cost/price specified in Section [Enter Section(s) number].

5. For use with all Options that modify the Agreement Maximum Amount: The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

Option Effective Date:

The effective date of this Option Letter is upon approval of the State Controller or [Enter date], whichever is later.

State of Colorado

Jared S. Polis, Governor

[INSERT-Name of Agency or IHE]

[INSERT-Name & Title of Head of Agency or IHE]

_____

By: [Name & Title of Person Signing for Agency or IHE]

Date: _____

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

State Controller

Robert Jaros, CPA, MBA, JD

By:_____

[Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval]

Option Effective

Date:_____

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Exhibit B - Grant Requirements

1. Audit Requirements

   A. Due Date

      i) Project Start

      The Grantee must submit the most recent audit or financial review, including the corresponding governance/management letter, to DCJ within thirty (30) days of request; and, if the most recent audit/financial review has not already been submitted to DCJ, it must be submitted within thirty (30) days of the start of this project.

      ii) Project Duration and End

      The Grantee assures that it will procure an audit or financial review, incorporating this grant award, by an independent Certified Public Accountant (CPA), licensed to practice in Colorado. The audit or financial review incorporating this grant award must be completed and received by DCJ within nine (9) months of the end of the fiscal years that includes the end date of the grant, or within thirty (30) days of the completion of such audit or review, whichever is earlier.

   B. Report/Audit Type

      i) If your entity expended $750,000* or more in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for a single organization-wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.)

      ii) If your entity expends less than $750,000 in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for either an audit or financial review as follows:

         a. Grantees that have revenue greater than $300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit.

         b. Grantees that have revenue less than $300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit or financial review. A compilation is not sufficient to satisfy this requirement.

         c. Fiscal years beginning on or after October 1, 2024, shall replace the $750,000 threshold with $1,000,000.

   C. Report/Audit Costs

      The Grantee accepts responsibility for the costs of a financial program audit to be performed by the Department of Public Safety in the event that the audit report or financial review:

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i) does not meet the applicable federal audit or DCJ standards;

ii) is not submitted in a timely manner; or,

iii) does not provide an audit response plan with corresponding corrections made sufficient to satisfy any audit findings.

D. Failure to Comply

The grantee understands and agrees that DCJ or the federal awarding office (DOJ) may withhold award funds, or may impose other related requirements, if the grantee does not satisfactorily and promptly address outstanding issues from audits required by Part 200 Uniform Requirements, by the terms of this award, by the current addition of the DOJ Grants Financial Guide, or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

2. Additional Reporting Requirements

In addition to quarterly report requirements these grant funds may have additional report requirements. The additional reports may include, but is not limited to, reporting progress and statistics directly into a federal Performance Management Tool (PMT).

3. Financial and Administrative Management

A. The Grantee assures that fund accounting, auditing, monitoring, evaluation procedures and such records as necessary will be maintained to assure adequate internal fiscal controls, proper financial management, efficient disbursement of funds received, and maintenance of required source documentation for all costs incurred. These principles must be applied for all costs incurred whether charged on a direct or indirect basis.

B. All expenditures must be supported by appropriate source documentation. Only actual, approved, allowable expenditures will be permitted.

C. The Grantee assures that it will comply with the applicable Administrative Guide of the Division of Criminal Justice (Guide), located at the Division of Criminal Justice Grants website. However, such a guide cannot cover every foreseeable contingency, and the Grantee is ultimately responsible for compliance with applicable state and federal laws, rules and regulations. In the event of conflicts or inconsistencies between the Guide and any applicable state and federal laws, rules and regulations, such conflicts or inconsistencies shall be resolved by applicable state and federal laws, rules and regulations.

4. Procurement and Contracts

A. Grantee assures that open, competitive procurement procedures will be followed for all purchases under the grant. All contracts for professional services, of any amount, and equipment purchases over five thousand dollars (per item, with a useful life of at least one year) must receive prior approval by the DCJ. Grantee shall submit Form 16 – Professional Services/Consultant Certification and/or Form 13 – Equipment Procurement Certification Form.

B. Grantee may not assign its rights or duties under this grant without the prior written consent of the DCJ.

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5. Award Change Requests

   Grantee may request budget modifications by submitting a request to DCJ. DCJ reserves the right to make and authorize modifications, adjustments, and/or revisions to the Contract for the purpose of making changes in budget categories, extensions of grant award dates, changes in goals and objectives, and other modifications as described in the body of the Contract.

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Exhibit C – Special Conditions

Grant Specific

The following program specific requirements are imposed by the Federal concerning special requirements of law, program requirements, and other administrative requirements. These requirements apply to this Agreement and must be passed on to subgrant award recipients.

The following Special Conditions documents are incorporated herein.

2024 Byrne State Crisis Intervention Program (SCIP) Special Conditions

Additional Program Specific Conditions applicable to this Agreement

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Exhibit D – Statement of Work

The Statement of Work contained within the DocuSign Envelope is incorporated herein.

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Exhibit E – Budget

The Budget and Budget Narrative contained within the DocuSign Envelope is incorporated herein.

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Exhibit F – Federal Requirements

The following federal requirements are imposed by the Federal sponsoring agency concerning special requirements of law. These requirements apply to this Agreement and must be passed on to subgrants and subcontractors.

The following **DOJ Federal Requirements** document(s) are incorporated herein.

2024 Federal Requirements

The following federal requirements are required by the **Colorado Office of the State Controller Federal Provisions**. These requirements apply to this Agreement and must be passed on to subgrants and subcontractors.

☒ 2025 State Controller Federal Provisions

In the event of a conflict of inconsistency between the DOJ Federal Requirements and the Colorado Office of the State Controller Federal Provisions, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. DOJ Federal Requirements
2. Colorado Office of the State Controller Federal Provisions

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2024 – Byrne State Crisis Intervention Program (SCIP)

Special Conditions

15PBJA-24-GG-02890-BSCI

The following program specific requirements are imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. These requirements apply to Grantees and must be passed on to subgrant award recipients.

1. The Byrne State Crisis Intervention Program (Byrne SCIP) provides funding for the creation and/or implementation of extreme risk protection order programs, state crisis intervention court proceedings, and related gun violence reduction programs/initiatives. All recipients of Byrne SCIP funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the activities require environmental analysis.

   The specified activities requiring environmental analysis are:

   a. New construction;

   b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

   c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

   d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

   e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

   Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see https://www.bja.gov/Funding/nepa.html.

2. Meaningful access requirement for individuals with limited English proficiency

   The grantee, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient

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Persons" (67 Fed. Reg. 41455-41472) (https://www.federalregister.gov/d/02-15207) and is incorporated by reference here.

3. Requirements related to "de minimis" indirect cost rate

   A grantee that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise DCJ in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

4. Requirement for data on performance and effectiveness under the award

   The grantee must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to DCJ in the manner (including within the timeframes) specified by DCJ. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

5. Employment eligibility verification for hiring under the award

   a. The grantee (and any subrecipient at any tier) must--

      i. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the grantee (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

      ii. Notify all persons associated with the grantee (or any subrecipient) who are or will be involved in activities under this award of both--

         1. this award requirement for verification of employment eligibility, and

         2. the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

      iii. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

      iv. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to

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compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

b. Monitoring

The grantee's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

c. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

d. Rules of construction

i. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all grantee (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

ii. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the grantee (or any subrecipient) may choose to participate in, and use, E-Verify (www.everify.gov), provided an appropriate person authorized to act on behalf of the grantee (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

iii. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

iv. Nothing in this condition shall be understood to authorize or require any grantee, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

v. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any grantee, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to DCJ, before award acceptance.

6. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law

Enforcement." The reclassification encompassed a number of statutory provisions pertinent to DOJ awards (that is, DOJ grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

7. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

   The grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- DOJ considers a procurement "contract" (and therefore does not consider a subaward).

   The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

8. Compliance with restrictions on the use of federal funds - prohibited and controlled equipment under OJP awards

   Consistent with Executive Order 14074, “Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety,” OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the grantee, and any subrecipient (“subgrantee”) at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the “controlled equipment list.”

   The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment (Award condition: Compliance with restrictions on the use of federal funds: Prohibited and Controlled Equipment under OJP awards), and are incorporated by reference here.

9. The grantee, and any subrecipient ("subgrantee") at any tier, must receive approval from DCJ prior to issuing a subaward or a procurement contract under this award.

10. Cooperating with OJP Monitoring

    The grantee agrees to cooperate with OJP and/or DCJ monitoring of this award pursuant to OJP's and DCJ’s guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The grantee agrees to provide to OJP and/or DCJ all documentation necessary for OJP and/or DCJ to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the grantee agrees to abide by reasonable

deadlines set by OJP and/or DCJ for providing the requested documents. Failure to cooperate with OJP's and/or DCJ's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

11. Required monitoring of subawards

    The grantee must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the grantee is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The grantee agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

12. Use of Program Income

    Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Program Income Report (DCJ Form 1-B).

13. Justice Information Sharing

    In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, the grantee (and any subgrantee at any tier) must comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. The grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

14. Avoidance of duplication of networks

    To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of DCJ and/or BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

15. Compliance with 28 C.F.R. Part 23

    With respect to any information technology system funded or supported by funds under this award, the grantee (and any subgrantee at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if DCJ and/ or OJP determines this regulation to be applicable. Should DCJ or OJP determine 28 C.F.R. Part 23 to be applicable, DCJ and/or OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the grantee may be fined as per 42 U.S.C. 3789g(c)-(d). The grantee may not satisfy such a fine with federal funds.

16. Protection of human research subjects

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The grantee (and any subgrantee at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

17. Confidentiality of data

    The grantee (and any subgrantee at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The grantee further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

18. The grantee agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

19. The grantee agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

20. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

21. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. **15PBJA-24-GG-02890-BSCI** awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

22. Justification of consultant rate

    The grantee acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of $81.25 per hour, not to exceed $650 per day. To exceed this specified maximum rate, grantees must submit to DCJ a detailed justification and have such justification approved by DCJ, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of $81.25 per hour, not to exceed $650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, recipients are required to maintain documentation to support all daily or hourly consultant rates.

23. Submission of eligible records relevant to the National Instant Background Check System

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Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the grantee (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the grantee (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS relevant "eligible records".

In the event of minor and transitory non-compliance, the grantee may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

24. The grantee understands and agrees that no more than 10 percent of the total amount of this award may be used by the recipient for direct costs associated with administering the award.

25. Body armor - compliance with NIJ standards and other requirements.

    Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/ topics/equipment-and-technology/body-armor. In addition, if grantee uses funds under this award to purchase body armor, the grantee is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

26. The grantee agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

27. Grantee agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the grantee has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment’s protection against unreasonable searches and seizures and the First Amendment’s freedom of association and speech, as well as other laws and regulations. Grantees utilizing funds for FRT must make such policies and procedures available to DCJ and/or DOJ upon request.

28. Regarding medication-assisted treatment (MAT), the grantee understands and agrees to the following: 1) all clients in a BJA-funded drug court have a right to access MAT under the care and prescription of a physician to the extent MAT is clinically indicated; 2) BJA-funded drug courts must not deny any eligible

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client enrollment to the drug court program because of their use of FDA-approved medications for the treatment of substance abuse; 3) MAT must be permitted to be continued for as long as the prescriber determines that the FDA-approved medication is clinically beneficial; 4) while under no circumstances can a BJA-funded drug court program deny access to MAT under the care and prescription of a physician when it is clinically indicated, a judge retains judicial discretion to mitigate/reduce the risk of abuse, misuse, or diversion of these medications; and 5) federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. 801-904.

29. All grant-funded adult drug courts must be operated based on the 10 key components for drug courts, which are found in BJA's and National Association of Drug Court Professional's (NADCP) publication: Defining Drug Courts: The Key Components at https://www.ncjrs.gov/pdffiles1/bja/205621.pdf. During the grant period of performance, if the Bureau of Justice Assistance (BJA) concludes that a funded drug court is not conforming to the 10 key components, it retains the right to place the grantee on a corrective action plan to bring the drug court into conformance. Continued failure to maintain conformance to the key components may result in a hold placed on award funds or suspension/termination of the grant award agreement.
30. The grantee understands and agrees to operate any behavioral health crisis care program funded under this award in accordance with the Substance Abuse and Mental Health Services Administration National Guidelines for Behavioral Health Crisis Care: https://www.samhsa.gov/sites/default/files/national-guidelines-for-behavioral-health-crisis-care-02242020.pdf.
31. Extreme risk protection order programs funded under this award must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.
32. The grantee understands that, in accepting this award, the Signature Authority declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the grantee entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The grantee further understands, and agrees, that it will not assign anyone to the role of Signature Authority during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

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33. ERPO Certification

    Byrne SCIP recipients who plan to use funding to support ERPO programs must submit a principal legal officer signed Certification Relating to Pub. L. No. 90-351, Title I, Sec. 501(a)(1)(I)(iv) (Extreme-Risk Protection-Order Programs), certifying that the extreme risk protection-order program to be funded satisfies each of the listed requirements prior to the use of grant funds for ERPO programs.

34. Limit on use of grant funds for grantees' employees' salaries

    With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

    This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the DCJ via DOJ.

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Exhibit D, Statement of Work

Project Summary

The City of Pueblo Police Department (PPD) seeks funding to sustain its Crisis Intervention Team (CIT), a co-responder team that uses best practices to assist law enforcement responding to the needs of people with behavioral health disorders. The project's primary objective is to de-escalate situations through communication and crisis intervention techniques, reducing the need for arrests. The Co-Responder model provides an opportunity for individuals experiencing a behavioral health crisis to improve their interaction with PPD while receiving mental health care that peace officers cannot provide. By diverting individuals from the criminal justice system, the project will alleviate pressure on courts, jails, emergency departments and avoid unnecessary costs – financial and human.

Project Plan

This project aligns with Colorado's Byrne SCIP program goals by increasing the capacity of Pueblo Police Department (PPD) to sustain its crisis intervention, behavioral health deflection, treatment services program. PPD administers the Crisis Intervention Team (CIT) program in partnership with Health Solutions. Health Solutions is a comprehensive, non-profit community medical and behavioral health treatment provider with centers in Pueblo, Huerfano and Las Animas Counties. The organization's mission is to assist those in need of healthcare services who require expert care to support recovery and to successfully achieve their healthcare goals. Health Solutions has expertise in the use of effective crisis de-escalation techniques and has demonstrated capability for connecting individuals to appropriate behavioral health services in place of formal criminal justice intervention or unnecessary hospitalization. Health Solutions maintains policies and procedures to ensure that program participants do not receive preferential access to resources if it will prevent others on waitlists or who had previously secured a resource, from being served.

Health Solutions embeds three master's level, licensed clinicians in PPD to ride along with officers as a resource for managing calls in which mental illness or crisis may be a factor. Since its launch in 2016, CIT has made and sustained improvements in officer attitude and knowledge about issues impacting mental health and strategies for managing psychiatric crises. Further, this partnership has resulted in a sustained reduction in officer time on scene for calls involving mental illness and/or mental health crises and has also been successful in reducing the number of calls involving mental health needs which result in incarceration or emergency room visits. Co-responder teams utilize the combined expertise of the officer and the clinician to de-escalate situations, encourage and support effective coping, symptom management, and regulation strategies, and help link individuals experiencing distress related to mental health issues, poverty, homelessness, and substance use, misuse, or abuse with appropriate services.

CIT services include on-scene response (crisis de-escalation, behavioral health screening and assessment, call disposition planning, coordination of immediate service needs) and post-crisis response (referral and connection to community-based services, outreach to and referrals for families, coordination with systems of care, short-term case management support, and peer support). By moving treatment teams out of the periphery and into the community, the co-responder program will create a path into the service connection system, directing certain calls to more appropriate support providers while redirecting them away from a costly emergency department visit or introducing the possibility of jail. Co-response clinicians will provide crisis intervention and referral connection to crisis facilities to include Health Solutions Crisis Services, UC Health and St. Mary Corwin ER's and Psych Liaison's, and Crossroad's Turning Points Detoxification Services.

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Most crises can be resolved on-site. Sometimes, though, people need more and will be transported to the Health Solutions emergency crisis facility, The Living Room, which operates 24 hours per day, 7 days per week, 365 days per year. Individuals in an emotional or mental health crisis may be transported to the Living Room for assessment and care by a team of clinicians and peer support specialists.

A case manager may also refer a client to Pueblo Community Health Center (PCHC), the area's Federally Qualified (FQ) Health Center to promote whole-person care and help build relationships between the individual and their medical providers. The case manager will help patients understand their options concerning the specific situation they are dealing with at the time, liaise between patients and their treatment or care options, and ensure access to urgent appointments and follow-up care for issues identified in the field.

The proposed program has no barriers, including financial barriers - all services are free to participants. All participation is voluntary. Participants are advised at the time of contact that they retain the right to decline behavioral health support in the moment and/or for follow-up outreach provided to assist in the establishing and/or re-engaging with on-going behavioral health treatment services. Participants will not be denied service if they have warrants. No fingerprinting will take place. Transportation may be provided when necessary so that it is not a barrier to receiving care, largely accomplished through Medicaid Non-Emergent Medical Transportation (NEMT) services. A case manager will assist eligible patients not already enrolled in Medicaid to get enrolled so that they can receive Medicaid benefits, including NEMT.

Implementation Plan

The CIT continuum of services will continue to include a case manager who is a member of Health Solutions Care Coordination team, who receives specialized training for the role in outreach and follow-up for all individuals with CIT contacts. The Care Coordination department at Health Solutions is a diverse program with wide reaching knowledge of services, supports, benefits, and resources that can be leveraged to support the health needs of individuals who have contact with CIT. The case manager role serves to provide direct support in the aftermath of the incident resulting in CIT contact as well as encouraging, supporting, and facilitating referral and connection with on-going behavioral health treatment services based on an individual's preference. The co-response case manager can also assist individuals in enrolling in treatment services with Health Solutions and completing the clinical intake process to begin treatment or assist the individual in getting re-scheduled with providers at Health Solutions the client may be historically engaged with. The case manager can also help individuals in advocating for services that are needed to reduce likelihood of future interactions with Pueblo PD.

All behavioral health team members are employees of Health Solutions. The program director is Dr. Richard Boldridge, who also serves as the Director of Crestone Recovery Services. Dr. Boldridge is an experienced substance use and mental health professional who also has law enforcement experience and uses his unique combination of knowledge and experience to support the needs of the program. Dr. Boldridge serves an integral role on the steering committee and ensures that information flows to and from the team as needed. CIT Clinicians must, at minimum, hold a master's degree in counseling or social work. Independent clinical licensure in Colorado and addictions credentials are preferred but not required. Health Solutions will ensure 100% of funds from this award are applied to employees dedicating 100% of their reported time to the CIT program.

The CIT schedule structure is aligned with our police partners shift schedule and historical call volume for specific calls identified as needs for service by a co-responder. Schedules are also developed based on Pueblo PD identified times with increased need such as during school hours and the weekend hours. Health Solutions has coordinated co responder schedules with other community behavioral health interventions

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offered such as Mobile Early Intervention Services to offer coverage on Saturdays.

Days and Hours of Operation
Clinician 1: Sunday-Tuesday 7a-7p
Clinician 2: Sunday-Wednesday 8p-6a
Clinician 3: Wednesday-Friday 12p-12a

Case Manager:Monday-Friday 8AM-5PM. The Co-response case manager schedule was developed with the goal of providing the largest window of time for successful follow up and outreach to include coordination of services with external and internal partners such as crisis services, outpatient services, detox, discharge from higher level of care etc.

Essential information will be shared in a manner that protects individuals' confidentiality rights as treatment consumers and constitutional rights as possible defendants. Health Solutions will renew partnership agreements (MOUs) with local criminal justice agencies, other behavioral health organizations, and other government agencies to address key challenges inherent in multidisciplinary collaboration. Each agency will also have a current BAA in place to renew each participant's commitment to respecting patient privacy and complies with HIPAA and 42 CFR Part 2. A Business Associate Agreement (BAA) will be in place between the City and Health Solutions to maintain Protected Health Information (PHI) security and overall HIPAA compliance. A binding contract will also be in place that describes the cooperative planning, development review, resource sharing, and more.

The Justice Department recently announced the addition of PPD as one of five new sites to the National Public Safety Partnership (PSP), a Department-wide initiative designed to improve safety and reduce violence in areas experiencing elevated crime rates. Administered by the Office of Justice Programs' Bureau of Justice Assistance, PSP provides sites with coordinated training, technical assistance, and a wide range of targeted violence reduction resources from the Department's programmatic and law enforcement components. Law enforcement staff work closely with PSP consultants.

PPD's Crime Analyst and Threat Liaison Officer will work on behalf of the City to compile outcome metrics and seek a research practitioner partner from the Thomas V. Healy Center at Colorado State University-Pueblo or a graduate student with approval from their advisor to study effects of the CIT program. The Healy Center is part of the Hasan School of Business and exists to engage students and faculty in conducting applied research projects that promote sustainable economic development in southeastern Colorado. The subject matter of research will be a comprehensive study of the Real Time Crime Center.

The Crisis Intervention Team co-responder program was implemented in 2022. The program is advanced in planning and execution and will be seamless in its transition to continue with BJA funding. The process of ensuring that a CIT behavioral healthcare will continue is already under a coordinated system between patient, their family, peace officers, and healthcare providers. Peace officers, dispatchers and other stakeholders are already in place and have been trained. There are no obstacles to seamless transition to BJA funding.

Performance Measures Data Collection Plan

Performance measures will capture outcomes of grant activities, demonstrating if programs accomplish goals and objectives. Data collection for each CIT contact is captured through a standardized form created and maintained by Health Solutions. This form allows Health Solutions to identify and report on the following data points which intersect directly with the goals of this project:
•Total time CIT staff were active on-scene

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•Outcome of call
•Number of individuals served
•Whether or not CIT intervention allowed for the diversion of formal action
•Number/kind of referrals made (tracked through the Unite US referral system)
•Whether or not CIT intervention and associated follow-up resulted in an individual enrolling or re-engaging in behavioral health treatment services
•Impact of response on imminent suicide risk

Data will also be sourced from the City of Pueblo 9-1-1 system.
•Number/rate of calls diverted to co-responder teams
•Total time on scene
•Whether or not CIT intervention facilitated return of Law Enforcement, Fire, and/or EMS to service
•Mean and median response times
•range (min and max) of response times
•Rate of crisis resolution
•Demographics of clients
•Primary issues identified that warranted response

Not all information to support the continuation of the CIT program is financial -- improved quality of contact for individuals experiencing a behavioral health crisis is another. The Co-Responder model provides an opportunity for individuals to improve their interaction with PD while receiving mental health care that peace officers cannot provide alone.

Outcomes will be examined regularly, not less than quarterly. Program performance measures can be accessed via the BJA Performance Measures website and on the information in the Resources page in the PMT. PPD's Crime Analyst and Threat Liaison Officer will work on behalf of the City to compile outcome metrics and seek a research practitioner partner from the Thomas V. Healy Center at Colorado State University-Pueblo or a graduate student with approval from their advisor to study effects of the CIT program. The Healy Center is part of the Hasan School of Business and exists to engage students and faculty in conducting applied research projects that promote sustainable economic development in southeastern Colorado. The subject matter of research will be a comprehensive study of the co-responder program benefits and risks.

Goals & Objectives

GOAL 1

Goal 1:	Prevent unnecessary criminal legal system involvement, incarceration, and/or hospitalization of individuals with behavioral health concerns

Objective 1.1

Objective	At least 70% of calls diverted to co-responder teams will allow for the diversion of action away from the hospital/ED. Rate of ED visits will decrease by at least 3% from last year.
Measurement	Number of calls that receive a response as measured by Health Solutions and the 9-1-1 emergency call system. Number of diversions away from hospital.
Timeframe	Quarterly

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Objective 1.2

Objective	At least 70% of calls diverted to co-responder teams will allow for the diversion of action away from the legal system. Rate of arrests will decrease by at least 10% from last year.
Measurement	Number of calls that receive a response as measured by Health Solutions and the 9-1-1 emergency call system. Number of diversions away from arrest.
Timeframe	quarterly
Timeframe	

GOAL 2

Goal 2:	Provide alternative care to individuals in crisis with behavioral health concerns in the least restrictive environment through a coordinated system-wide approach.

Objective 2.1

Objective	Of the total number of individuals contacted, at least 70% will receive one or more intervention, service or linkage to resources. Rate of referrals will increase by at least 10% from last year.
Measurement	Number of calls that receive a response as measured by Health Solutions and the 9-1-1 emergency call system. Number of interventions, services and resource linkages/referrals provided tracked through the Unite US referral system.
Timeframe	quarterly

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Grantee: City of Pueblo
Project: PPD Crisis Intervention Team Support
Grant #: 2024-SC-25-866

Exhibit E, Budget

Personnel

Position Title:
Name:
Total # hours per week:

	Base Pay	% Paid by Grant	Amount Paid by Grant Funds
Salary			
Fringe/Benefits			
Overtime (OT)			
Fringe (OT)			
Subtotal			
Additional funding for position			
Narrative			

Personnel Subtotal: $ 0

Supplies and Operating

Item	Amount	Budget Narrative
Narcan kits	$4,400.00	Naloxone intranasal rescue used as needed when co-responder team is first responder 200 kits @ $22 each
PPE	$294.00	disposable masks (600 @ $.10 each) and nitrile gloves (600 @ $.39 each) when needed
blankets	$75.00	mylar blankets given to client as needed 50 @ $1.50 each
printing/copying	$225.00	lump sum for one year based on historical costs during the last two years for production of NCR forms, flyers, data sheets

Supplies and Operating Subtotal: $4,994.00

Travel

Item	Amount	Budget Narrative

Travel Subtotal: $ 0

Equipment

Item	# of Items Charged to Grant	Unit Cost	Amount	Budget Narrative

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Equipment Subtotal: $ 0

Consultants / Contracts

Name	Rate (if known)	Amount	Budget Narrative
Health Solutions		$ 270,390	Three clinicians will be paired with a sworn peace officer to co-respond to people in crisis as determined by dispatch. Credentialed and trained clinicians will earn $5,388 (gross, rounded) per month. Credentials include MSP at minimum and MA, LPC, CAS, CCS as a maximum. 3.0FTE @ 12months @ $5,388 = $193,968. Each clinician will receive a benefit package that amounts to 25% of base pay. 3.0FTE @ 25% of base pay = $48,492 One case manager will handle the load of three clinicians on a half-time basis. Trained case managers will earn $1,862 (gross, rounded) per month 0.5 FTE @ 12 months = $22,344. The case manager will receive a benefit package that amounts to 25% of base pay = $5,586 (rounded). $193,968 + $48,492 + $22,344 + $5,586 = $270,390

Consultants / Contracts Subtotal: $ 270,390

Indirect

Effective Date	Expiration Date	Amount	Budget Narrative

Indirect Subtotal: $ 0

Overall Budget Summary

	Funding Request
Personnel	$ 0

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Supplies and Operating	$ 4,994
Travel	$ 0
Equipment	$ 0
Consultants / Contracts	$ 270,390
Indirect Costs	$ 0
Total	$ 275,384
Estimated Program Income	$ 0
Total Project Costs	$275,384.00

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2024 FEDERAL REQUIREMENTS

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Federal Awards issued from 2024 Federal Grant Funds

1. INTRODUCTION

[Same as year: 2023]

Each year the Division of Criminal Justice (DCJ) performs a detailed assessment of the federal legal requirements to generate this exhibit. The DCJ has incorporated these notations into this document to call out differences from prior years. Minor changes that do not change the requirement, such as typographical errors or formatting will not be noted as a change.

2. APPLICABILITY

[Same as years: 2020, 2021, 2022, 2023]

The DCJ issues federal grants from two Department of Justice (DOJ) offices: the Office of Justice Programs (OJP) and the Office on Violence Against Women (OVW). All award conditions set out below apply to both OJP and OVW funded grants, with the exception of the conditions labeled as: “Recipients of OVW grant dollars only” or “Recipients of OJP grant dollars only”.

References to the **DOJ** apply to both OJP and OVW funded grants.

Individual awards will also include special conditions. Those additional conditions may relate to the particular statute, program, or solicitation under which the award is made; the substance of the funded application; the grantee's performance under other federal awards; the grantee's legal status (e.g., as a for-profit entity); or to other pertinent considerations.

3. RECIPIENT

[Same as years: 2020, 2021, 2022, 2023]

For the purposes of this document, the term “recipient” refers to the Legal Entity Name listed on the Division of Criminal Justice (DCJ) Grant Award Document issued to a grantee receiving federal grants funds from DCJ. The term “Recipient” and “Grantee” are interchangeable within this Exhibit.

4. ENSURING COMPLIANCE OF SUBGRANTEES (SUBRECIPIENTS)

[Same as years: 2020, 2021, 2022, 2023]

Grantee is responsible for notifying any subgrantee (subrecipient), issued under this grant, of all provisions herein. Grantee is responsible for monitoring any subgrantee (subrecipient) for compliance with all the provisions herein.

5. GENERAL CONDITIONS

A. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

[Same as years: 2021, 2022, 2023 - except the year is updated annually in the OJP URL]

The grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2024, are set out at https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm, https://www.justice.gov/ovw/award-conditions, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a grantee (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the grantee is to contact DCJ for guidance, and may not proceed without the express prior written approval of DCJ.

Federal Awards issued from 2024 Federal Grant Funds

B. Requirements of the award; remedies for non-compliance or for materially false statements

[Same as years: 2020, 2021, 2022, 2023]

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the grantee that relate to conduct during the period of performance also is a material requirement of this award.

This paragraph applies to OJP Awards Only

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the grantee, the grantee signature authority accepts all material requirements of the award, and specifically adopts, as if personally executed by the grantee signature authority, all assurances or certifications submitted by or on behalf of the grantee that relate to conduct during the period of performance.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Division of Criminal Justice (DCJ), Office of Justice Programs ("OJP") or Office on Violence Against Women (“OVW”) taking appropriate action with respect to the grantee and the award. Among other things, the Department of Justice “DOJ” may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, and DCJ also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

C. Effect of failure to address audit issues

[Same as years: 2020, 2021, 2022, 2023]

The grantee understands and agrees that the DCJ or the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DCJ or DOJ awarding agency) the grantee does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Federal Awards issued from 2024 Federal Grant Funds

D. Applicability of Part 200 Uniform Requirements

[Same as years: 2020, 2021, 2022, 2023 - except in 2022 the definition expanded to include 200.337]

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award.

For more information and resources on the Part 200 Uniform Requirements as they relate to DOJ awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the grantee (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of final Financial Report (DCJ Form 1A), unless a different retention period applies -- and to which the grantee (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334, 200.337.

In the event that an award-related question arises from documents or other materials prepared or distributed by the DOJ that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the grantee is to contact DCJ promptly for clarification.

E. Compliance with DOJ Grants Financial Guide

[Same as years: 2020, 2021, 2022, 2023]

The grantee agrees to comply with the current edition of the DOJ Grants Financial Guide as posted on the website, including any updated version that may be posted during the period of performance. References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance.

F. Reporting potential fraud, waste, and abuse, and similar misconduct

[Same as years: 2020, 2021, 2022, 2023]

The grantee and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at http://www.usdoj.gov/oig.

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G. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

[Language is significantly different than prior years]

The grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (amended effective April 3, 2024).

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice.

These three paragraphs apply to OJP Awards Only:

Part 38 also sets out rules and requirements that pertain to grantee and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to grantees and subrecipients that are faith-based or religious organizations.

Grantees and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements.

This paragraph applies to OVW Awards Only:

Part 38 also sets out rules and requirements that relate to engaging in or conducting explicitly religious activities and requires that grantees and subrecipients that are social service providers provide written notice to beneficiaries or prospective beneficiaries of certain protections as described in 28 C.F.R. 38.6(b).

H. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

[Same as years: 2020, 2021, 2022, 2023]

The grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

This paragraph applies to OVW Awards Only:

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Additional information on the pertinent to this award appears on the OVW website at https://www.justice.gov/ovw/conference-planning.

I. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

[Same as years: 2018, 2019, 2020, 2021, 2022, 2023 - the second paragraph was added in 2023]

The grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

This paragraph applies to OJP Awards Only:

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered grantees must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

J. Determination of suitability to interact with participating minors

[Same as years: 2021, 2022, 2023]

This condition applies to awards that a purpose of some or all of the activities to be carried out under the award (whether by the grantee, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The grantee, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm and OVW web site at https://www.justice.gov/ovw/award-conditions (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

K. Requirement to disclose whether grantee is designated "high risk" by a federal grant-making agency

[Same as years: 2020, 2021, 2022, 2023]

If the grantee is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the grantee must disclose that fact and certain related information to DCJ. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the grantee's past performance, or other programmatic or financial concerns with the grantee. The grantee's disclosure must include the following: 1. The federal awarding agency that currently designates the grantee high risk, 2. The date the grantee was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

L. Encouragement of policies to ban text messaging while driving

[Same as years: 2020, 2021, 2022, 2023]

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages grantees and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during

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the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

M. Restrictions and certifications regarding non-disclosure agreements and related matters

[Same as years: 2020, 2021, 2022, 2023]

No grantee or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the grantee —

    a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

    b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the grantee does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both --

    a. it represents that--

        (1) it has determined that no other entity that the grantee's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

        (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

    b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport

to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

N. Training Guiding Principles

[Same as years: 2020, 2021, 2022, 2023]

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with DOJ award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm , or the OVW Training Guiding Principles for Grantees and Subgrantees, available at https://www.justice.gov/ovw/resources-and-faqs-grantees#Discretionary.

O. Requirement to report potentially duplicative funding

[Same as years: 2020, 2021, 2022, 2023]

If the grantee currently has other active awards of federal funds, or if the grantee receives any other award of federal funds during the period of performance for this award, the grantee promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify DCJ in writing of the potential duplication, and, if so requested by DCJ, must seek a budget-modification and change-of-project to eliminate any inappropriate duplication of funding.

P. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

[Same as years: 2020, 2021, 2022, 2023]

The grantee (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The grantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the grantee is to contact the DCJ for guidance.

Q. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and DOJ or DCJ authority to terminate award)

[Same as years: 2021, 2022, 2023]

The grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of grantees, subrecipients ("subgrantees"), or

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individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the grantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm and the OVW web site at https://www.justice.gov/ovw/award-conditions (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and DOJ authority to terminate award)), and are incorporated by reference here.

R. Potential imposition of additional requirements

[Same as years: 2020, 2021, 2022, 2023]

The grantee agrees to comply with any additional requirements that may be imposed by the DCJ and/or DOJ (OJP or OVW, as appropriate) during the period of performance for this award, if the grantee is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

S. Requirement to report actual or imminent breach of personally identifiable information (PII)

[Same as years: 2018, 2019, 2020, 2021, 2022, 2023 - except the 2 CFR citation was updated to 200.1 in 2022]

The grantee (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an DOJ grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The grantee's breach procedures must include a requirement to report actual or imminent breach of PII to DCJ no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

T. Requirements related to System for Award Management and Universal Identifier Requirements/Unique Entity Identifiers

[Same as years: 2020, 2021, 2022 - except OVW language changed in 2022 and 2023]

The grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/SAM/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The grantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the grantee's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

This paragraph applies to OVW Awards Only:

The grantee must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to

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the performance of) either this OVW award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OVW awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system.

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings within SAM are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (titled "Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting in SAM") and are incorporated by reference here.

U. Restrictions on "lobbying" and policy development

[Same as years: 2018, 2019, 2020, 2021, 2022 - except as highlighted]

In general, as a matter of federal law, federal funds awarded by DOJ may not be used by the grantee, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Recipients of OVW grant dollars only:

The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by DOJ from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact DCJ for guidance, and may not proceed without the express prior written approval of DCJ and the DOJ awarding agency (OJP or OVW, as appropriate).

V. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

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6. CIVIL RIGHTS REQUIREMENTS ASSOCIATED WITH DOJ AWARDS

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation - Act of 1973, require recipients of federal financial assistance (grantees) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit grantees from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the basis of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help grantees comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Reach out to your DCJ grant manager if you have any questions.

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2025 State Controller Federal Provisions

1. Applicability of Provisions.

1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. Definitions.

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below. For a full list of definitions (as of October 1, 2024) under the Uniform Guidance, see 2 CFR 200.1

2.1.1. “Award” means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.2. “Entity” means:

2.1.2.1. a non-federal entity;

2.1.2.2. a non-profit organization or for profit organization;

2.1.3. “Executive” means an officer, managing partner or any other employee in a management position.

2.1.4. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.5. “Grant” means the Grant to which these Federal Provisions are attached.

2.1.6. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached. Grantee also means Subrecipient.

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2.1.7. "Non-Federal Entity" means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

2.1.8. "Nonprofit Organization" organization, that:

2.1.8.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.8.2. Is not organized primarily for profit; and

2.1.8.3. Uses net proceeds to maintain, improve, or expand the organization's operations; and

2.1.8.4. Is not an IHE.

2.1.9. "OMB" means the Executive Office of the President, Office of Management and Budget.

2.1.10. "Pass-through Entity" means a recipient or subrecipient that provides a Subaward to a Subrecipient (including lower tier subrecipients) to carry out part of a Federal program. The authority of the pass-through entity under this part flows through the Subaward agreements between the pass-through entity and subrecipient.

2.1.11. "Recipient" means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

2.1.12. "Subaward" means an award provided by a pass-through entity to a Subrecipient to contribute to the goals and objectives of the project by carrying out part of a Federal award received by the pass-through entity. The term does not include payments to a contractor, beneficiary or participant.

2.1.13. "Subrecipient" means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency. Subrecipient also means Grantee.

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2.1.14. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

2.1.15. "Total Compensation" means the cash and noncash dollar value an Executive earns during the entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.17. "Unique Entity ID" (UEI) is the universal identifier for federal financial assistance applicants, as well as recipients and their direct subrecipients (first tier subrecipients).

2.1.18. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

3. Compliance.

3.1. Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. System for Award Management (SAM) and Unique Entity ID Requirements.

4.1. SAM. Subrecipient must obtain a UEI but are not required to fully register in Sam.gov. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the

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Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. Unique Entity ID. Subrecipient shall provide its Unique Entity ID to its Recipient, and shall update Subrecipient's information at http://www.sam.gov at least annually after the initial registration, and more frequently if required by changes in Subrecipient's information.

5. Total Compensation.

5.1. Subrecipient shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is $30,000 or more; and

5.1.2. In the preceding fiscal year, Subrecipient received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. Reporting.

6.1. Pursuant to the Transparency Act, Subrecipient shall report data elements to SAM and to the Recipient as required in this Exhibit. No direct payment shall be made to Subrecipient for providing any reports required under these Federal

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Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Subrecipient's obligations under this Grant.

7. Effective Date and Dollar Threshold for Reporting.

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements.

7.2. The procurement standards in §9 below are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. Subrecipient Reporting Requirements.

8.1. Subrecipient shall report as set forth below.

8.1.1. To Recipient. A Subrecipient shall report the following data elements in SAM for each Federal Award Identification Number (FAIN) assigned by a Federal agency to a Recipient no later than the end of the month following the month in which the Subaward was made:

8.1.1.1. Subrecipient Unique Entity ID;

8.1.1.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;

8.1.1.3. Subrecipient parent's organization Unique Entity ID;

8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

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8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.1.6. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip Code +4, and Congressional District.

8.1.2. The Recipient is required to submit this information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at http://www.frsrs.gov.

9. Procurement Standards.

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or

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the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9.4. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed $50,000 during the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

9.5. Prohibition on certain telecommunications and video surveillance equipment or services (2 CFR 200.216). Subrecipient is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

10. Access to Records.

10.1. A Subrecipient shall permit Recipient and its auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Modification to period of performance), 2 CFR 200.337 (Access to Records) and Subpart F-Audit Requirements of the Uniform Guidance.

10.2. A Subrecipient must collect, transmit, and store information related to this Subaward in open and machine-readable formats (2 CFR 200.336).

11. Single Audit Requirements.

11.1. If a Subrecipient expends $1,000,000 or more in Federal Awards during the Subrecipient’s fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued

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pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than $1,000,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. Required Provisions for Subrecipient with Subcontractors.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Recipient, Subrecipients shall include all of the following applicable provisions;

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12.1.1. For agreements with Subrecipients – Include the terms in the Grant Federal Provisions Exhibit (this exhibit)

12.1.2. For contracts with Subcontractors – Include the terms in the Contract Federal Provisions Exhibit.

13. Certifications.

13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.415. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. Exemptions.

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Subrecipient with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. Event of Default and Termination.

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

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15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

15.2.2. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

15.2.3. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

15.2.4. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award

16. Additional Federal Requirements.

16.1. Whistle Blower Protections

16.1.1. An employee of a subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

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COLORADO DIVISION OF CRIMINAL JUSTICE
CERTIFICATION OF COMPLIANCE WITH REGULATIONS
OFFICE FOR CIVIL RIGHTS, DEPARTMENT OF JUSTICE (DCJ FORM 30)

INSTRUCTIONS: Complete the table below with information found in the Grant Agreement. Read the form completely, ***identify the person responsible for reporting civil rights findings, certify that the required Civil Rights training has been completed by the Project Director; and check only one certification under "II" that applies to your agency****. Have your Signature Authority sign at the bottom of page 2, forward a copy to the person identified as being responsible for reporting civil rights findings and return the original to the Colorado Division of Criminal Justice, 700 Kipling, Ste. 1000, Denver, CO 80215, within 45 days of the grant award beginning date.*

PROJECT DIRECTOR: James Martin	PHONE: 719-5532410

Person responsible for reporting civil rights findings of discrimination: (Name, address, phone & email)

James Martin, 200 S. Main St, Pueblo, CO 81003 7195532410, jmartin@pueblo.us

I acknowledge that I viewed **all** of the trainings on Civil Rights available on DCJ's website at https://www.colorado.gov/pacific/dcj/civil-rights-requirements. I accept responsibility for ensuring that project staff understands their responsibilities as outlined in the presentations. I understand that if I have any questions about the material presented and my responsibilities as a grantee that I will contact my grant manager.

Signed by: James Martin 1EC84C075515446...

PROJECT DIRECTOR SIGNATURE

12/15/2025 | 1:39:49 PM MST

DATE

SIGNATURE AUTHORITY'S CERTIFICATION: As the Signature Authority for the above Grantee, I certify, by my signature on page two (2), that I have read and am fully cognizant of our duties and responsibilities under this Certification.

I. REQUIREMENTS OF GRANT RECIPIENTS: All grant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

♦I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et seq*.; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (*See also*, 2000 Executive Order #13166).

♦I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Division of Criminal Justice within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date, within 45 days of the grant award beginning date.

DCJ FORM 30:
CERTIFICATION OF COMPLIANCE WITH REGULATIONS,
OFFICE FOR CIVIL RIGHTS, DEPARTMENT OF JUSTICE (Continued)

II. EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS: Check the box before **ONLY ONE** APPROPRIATE CERTIFICATION (A, or B below) that applies to this grantee agency during the period of the grant duration noted above.

☐ **CERTIFICATION "A" [Applicable, if (1), (2) or (3), below, apply.]** This is the Certification that most non-profits and small agencies will use. Check all that apply to your entity.

This funded entity:
___ (1) is an educational, medical or non-profit organization or an Indian Tribe;
___ (2) has less than 50 employees;
___ (3) was awarded through this single grant award from the Colorado Division of Criminal Justice less than $25,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR §42.302, but is **required to submit a Certification (https://ojp.gov/about/ocr/eeop.htm)**.

☐ **CERTIFICATION "B" (Applicable to all entities that do not qualify for Certification "A" above)**

This funded entity, as a for-profit entity or a state or local government having 50 or more employees (counting both full- and part-time employees but excluding political appointees) and is receiving, through this single grant award from the Colorado Division of Criminal Justice, more than $25,000, in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity will prepare and submit an EEOP and Certification at **https://ojp.gov/about/ocr/eeop.htm**, within 60 days of the award. The EEOP shall be submitted in accordance with 28 CFR §42, subpart E, to Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice that will include a section specifically analyzing the grantee (implementing) agency. (If you have already submitted an EEOP applicable to this time period, send a copy of the letter received from the Office for Civil Rights showing that your EEOP is acceptable.)

As the Signature Authority for the above grantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification. I, hereby, also certify that the content of this form, other than the data entry required, has not been altered.

	12/15/2025 | 4:46:42 PM MST
SIGNATURE AUTHORITY SIGNATURE	DATE
Heather Graham	Mayor
TYPED NAME	TITLE

* * * * * * * * * * *

This signed form must be returned to the Colorado Division of Criminal Justice, 700 Kipling, Ste. 1000, Denver, CO 80215, within 45 days of the grant award beginning date. You must also forward a signed copy to the person identified in the box above.

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U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonpro-curement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

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2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

---

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convic-tion. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the iden-tification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforce-ment, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not indentified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each ap-plication for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, posses-sion, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

Required only for awards greater than $100,000. This form must be signed by the Signature Authority/ Authorized Official for the Grantee Agency. The Project Director should NOT sign this form.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

City of Pueblo
1 CITY HALL PLACE
PUEBLO, CO 81003

1. Grantee Name and Address:

PPD Crisis Intervention Team Support	846006151
2. Application Number and/or Project Name	3. Grantee IRS/Vendor Number

Heather Graham
Mayor

4. Typed Name and Title of Authorized Representative

Signed by: 3A85950B7BCA462...	12/15/2025 | 4:46:42 PM MST
5. Signature	6. Date

Certificate Of Completion

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Status: Completed
Subject: 2024-SC-25-866_ 2024 SCIP Grant_City of Pueblo
Source Envelope:
Document Pages: 71
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
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Envelope Originator:
OAJJA Grants
700 Kipling St
Lakewood, CO 80215
cdps_dcj_oajjagrants@state.co.us
IP Address: 165.127.87.1

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Signer Events	Signature	Timestamp
James Martin jmartin@pueblo.us City of Pueblo Security Level: Email, Account Authentication (None)	Signed by: James Martin 1EC84C075515446... Signature Adoption: Pre-selected Style Using IP Address: 147.136.248.50	Sent: 12/15/2025 12:43:43 PM Viewed: 12/15/2025 1:32:43 PM Signed: 12/15/2025 1:39:49 PM
Electronic Record and Signature Disclosure: Accepted: 12/15/2025 1:32:43 PM ID: b9b50df7-bc96-4614-80ba-41014576dd63		
Heather Graham hgraham@pueblo.us Mayor - Security Level: Email, Account Authentication (None)	Signed by: 3A85950B7BCA462... Signature Adoption: Drawn on Device Using IP Address: 174.234.16.48 Signed using mobile	Sent: 12/15/2025 1:39:53 PM Viewed: 12/15/2025 4:46:22 PM Signed: 12/15/2025 4:46:42 PM
Electronic Record and Signature Disclosure: Accepted: 12/15/2025 4:46:22 PM ID: adbf8977-fc62-484f-b57a-49ba5f66d5ab		
Matthew M. Lunn, PhD matthew.lunn@state.co.us Director Security Level: Email, Account Authentication (None)	Signed by: 8C8341EFA6124C4... Signature Adoption: Uploaded Signature Image Using IP Address: 97.122.182.7	Sent: 12/15/2025 4:46:45 PM Viewed: 12/16/2025 9:06:41 PM Signed: 12/16/2025 9:06:59 PM
Electronic Record and Signature Disclosure: Accepted: 12/16/2025 9:06:41 PM ID: be9f5619-4778-42a1-9b1d-dede8d632613		
Lyndsay Clelland Lyndsay.Clelland@state.co.us Contract, Grant and Compliance Coordinator Division of Criminal Justice Security Level: Email, Account Authentication (None)	DocuSigned by: Lyndsay Clelland 363D680603F0405... Signature Adoption: Pre-selected Style Using IP Address: 174.198.129.23	Sent: 12/16/2025 9:07:03 PM Viewed: 12/17/2025 8:02:00 PM Signed: 12/17/2025 8:02:13 PM
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Flint Timmons ftimmons@pueblo.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 12/15/2025 12:43:44 PM
Kinsey Garrett Kinsey.Garrett@state.co.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/3/2025 9:56:59 AM ID: b33f29f3-4e55-4253-abd0-5f83b96e4d0b	COPIED	Sent: 12/17/2025 8:02:16 PM Viewed: 12/18/2025 10:22:10 AM
Breanne Nugent breanne.nugent1@state.co.us CJ - Grant Contract Specialist CDPS Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 12/17/2025 8:02:17 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/15/2025 12:43:44 PM
Certified Delivered	Security Checked	12/17/2025 8:02:00 PM
Signing Complete	Security Checked	12/17/2025 8:02:13 PM
Completed	Security Checked	12/17/2025 8:02:17 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CDPS Contracts and Grants (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CDPS Contracts and Grants:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: sarah.white@state.co.us

To advise CDPS Contracts and Grants of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sarah.white@state.co.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CDPS Contracts and Grants

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sarah.white@state.co.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CDPS Contracts and Grants

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to sarah.white@state.co.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CDPS Contracts and Grants as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CDPS Contracts and Grants during the course of your relationship with CDPS Contracts and Grants.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 10, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Benjamin Valdez, Director of Transit

SUBJECT: AN ORDINANCE APPROVING, ACCEPTING, BUDGETING, AND APPROPRIATING A CLEAN TRANSIT ENTERPRISE GRANT NUMBER 26-HTR-ZL-00201 ADMINISTERED BY THE COLORADO DEPARTMENT OF TRANSPORTATION, AWARD, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO DEPARTMENT OF TRANSPORTATION ESTABLISHING PROJECT NUMBER BC2602, BUDGETING AND APPROPRIATING $1,099,282 DOLLARS, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is a Grant Award 26-HTR-ZL-00201 between the City of Pueblo, a Colorado Municipal Corporation and The Colorado Department of Transportation for $1,099,282.

PREVIOUS COUNCIL ACTION:

No previous Council actions.

BACKGROUND:

The City of Pueblo was awarded a Clean Transit Enterprise grant from the Colorado Department of Transportation, to increase service hours on three existing routes and expand the service areas of two additional routes, as well as launching a pilot micro-

transit after-hours program and facilitating the hire of one Bus Operator to cover the new hours of operation.

FINANCIAL IMPLICATIONS:

This Ordinance requires no expenditure of City funds and imposes no cost on the City. The State share of the project requires no City match is required.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board recommends approval.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

The alternative, should this Ordinance not pass, is for the City of Pueblo to not be able to expand the services outlined in this award to better serve the Pueblo Community.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 26-HTR-ZL-00201 Grant

ORDINANCE NO.

AN ORDINANCE APPROVING, ACCEPTING, BUDGETING, AND APPROPRIATING A CLEAN TRANSIT ENTERPRISE GRANT NUMBER 26-HTR-ZL-00201 ADMINISTERED BY THE COLORADO DEPARTMENT OF TRANSPORTATION, AWARD, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO DEPARTMENT OF TRANSPORTATION ESTABLISHING PROJECT NUMBER BC2602, BUDGETING AND APPROPRIATING $1,099,282 DOLLARS, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The awarding of the Clean Transit Enterprise Grant to the City of Pueblo, Pueblo Transit, a true copy of which is attached hereto, is hereby approved and accepted in accordance with its terms and conditions

SECTION 2.

The Mayor of the City is authorized to execute the Grant Award acceptance in the name of and on behalf of the City, and the Mayor is authorized to execute any and all other certifications, assurances and other documents associated therewith

SECTION 3.

Project Number BC2602 is hereby established, to the extent not already established, and the sum of $1,099,282 from Colorado Department of Transportation Grant 26-HTR-ZL-00201 is hereby budgeted and appropriated to Project Number BC2602, therefore

SECTION 4.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Award to effectuate the policies and procedures described herein

SECTION 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on July 27, 2026.

Final adoption of Ordinance by City Council on August 10, 2026.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

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State of Colorado Grant Agreement

Cover Page

State Agency:
Department of Transportation

Grantee:
City of Pueblo

Agreement Maximum Amount:
Initial Term:
State CTE Funds (at 80% or less) $1,099,282.00

Local Funds (at 0% or more) $0.00

Agreement Total $1,099,282.00

Agreement Number:
Routing #: 26-HTR-ZL-00201

PO #: 491004226

Agreement Performance Beginning Date:
The Effective Date

Initial Agreement Expiration Date:
April 30, 2028

Fund Expenditure End Date:
April 30, 2028

Agreement Authority:
Authority to enter into this Agreement Exists in CRS §§43-1-106, 43-1-110, 43-1-701, 43-1-702, 43-4-1203, 24-1-105, and 24-77-108.

Agreement Purpose

The purpose of this Agreement is to provide funding for the City of Pueblo to facilitate the expansion of public transportation services and to support the goals of the CTE 10 Year Plan and Statewide Transit Plan.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work
2. Exhibit B, Sample Option Letter
3. Exhibit C, PII Certification

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

1. Colorado Special Provisions in §18 of the main body of this Agreement.
2. The provisions of the other sections of the main body of this Agreement.
3. Exhibit A, Statement of Work.
4. Exhibit C, PII Certification
5. Exhibit B, Sample Option Letter

Principal Representatives

For the State:
Leslie Ralston
Clean Transit Enterprise
Colorado Department of Transportation
2829 W. Howard Place
Denver, CO 80204
leslie.ralston@state.co.us

For Grantee:
Ben Valdez
City of Pueblo
350 Alan Hamel Avenue
Pueblo, CO 81003
bvaldez@pueblo.us

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Signature Page

The Parties hereto have executed this agreement. Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

GRANTEE

City of Pueblo

Signed by:
By: 3A85950B7BCA462... _____

Name: Heather Graham

Title: Mayor

Date: 6/29/2026

GRANTEE Second Signatory, if needed

By: _____

Name: _____

Title: _____

Date: _____

STATE OF COLORADO

Jared S. Polis, GOVERNOR

Department of Transportation

Clean Transit Enterprise

Signed by:
By: Craig Secrest
BB8E716976EE41D... _____

Craig Secrest, Program Administrator

Date: 6/29/2026

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
By: Lori Copeland
BDA801C5CFAC478... _____

Department of Transportation

Effective Date: 6/29/2026

Docusign Envelope ID: 6CCCDDF3-D69F-8C69-82C7-792DE0BDE174

1. Parties

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the "Grantee"), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the "State"). Grantee and the State agree to the terms and conditions in this Agreement.

2. Term and Effective Date

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in §5.D, or after the Fund Expenditure End Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in Exhibit A.

B. Initial Term

The Parties' respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year 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.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee as provided in §14, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be

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equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for breach by Grantee, which shall be governed by 12.A.i.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §14. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in §12.A.i.a12.A.i.a.

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

F. Grantee's Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

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. **RESERVED**

C. **"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.

D. **"Budget"** means the budget for the Work described in Exhibit A.

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E. **"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.

F. **RESERVED**

G. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1, et seq., C.R.S.

H. **"Cost Sharing"** means a portion of project costs not paid under this Subaward. This includes match which refers to required levels of cost share that must be provided (2 CFR 200.306).

I. **"Effective Date"** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature for this Agreement.

J. **"End of Term Extension"** means the time period defined in §2.D2.D.

K. **"Exhibits"** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.

L. **"Extension Term"** means the time period defined in §2.C.

M. **RESERVED**

N. **RESERVED**

O. **"Goods"** means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

P. **"Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

Q. **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, et seq. C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

R. **"Initial Term"** means the time period defined in §2.B2.B.

S. **"Party"** means the State or Grantee, and "Parties" means both the State and Grantee.

T. **RESERVED**

U. **"PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

V. **RESERVED**

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W. **RESERVED**

X. **"Services"** means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.

Y. **"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.

Z. **"State Fiscal Rules"** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

AA. **"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.

BB. **"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.

CC. **"Subcontractor"** means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees of grant funds.

DD. RESERVED

EE. **RESERVED**

FF. **"Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to the Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal award specifically indicate otherwise.

GG. "Work" means the Goods delivered and Services performed pursuant to this Agreement.

HH. **"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, information, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

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4. Statement of Work

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

5. Payments to Grantee

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Agreement Maximum shown on the Cover Page of this Agreement.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.

b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this

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subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §2.E.

v. RESERVED

C. Matching Funds

Grantee shall provide Matching Funds as provided in §5.A and Exhibit A. Grantee shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" in Exhibit A has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

Only with prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in Exhibit A and §5.A for all allowable costs described in this Grant and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Agreement or the maximum amount for any state fiscal year, and the change does not modify any requirements of

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the Work. The State shall reimburse Grantee for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and Exhibit A. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and

ii. Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out

Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within one year and 90 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

6. Reporting - Notification

A. Quarterly Reports

In addition to any reports required pursuant to §16 or pursuant to any other Exhibit, for any Agreement having a term longer than three months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within ten days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

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Grantee shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

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

7. Grantee Records

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State. A cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by that governmental entity. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term

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of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. 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 Agreement or the Work, whether the audit is conducted by Grantee or a third party.

8. Confidential Information – State Records

A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. 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. 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 Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

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 Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

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If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish that none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as Exhibit C on an annual basis Contractor's duty and obligation to certify as set forth in Exhibit C shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. Conflict of Interest

A. Actual Conflicts 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 Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

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B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, 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 Agreement.

C. Disclosure to the State

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. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

D. 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 Agreement.

10. Insurance

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any one fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

D. Cyber/Network Security and Privacy Liability

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Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

G. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee and Subcontractors.

H. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by Grantee or the State.

I. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with §14 within seven days of Grantee's receipt of such notice.

J. Subrogation Waiver

All commercial insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

K. Public Entities

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If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, et seq., C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Grantee, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

L. Certificates

For each commercial insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement within seven Business Days following the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven Business Days following the Effective Date, except that, if Grantee's subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Grantee's execution of the subcontract. No later than 15 days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. Breach of Agreement

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. Remedies

A. State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

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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. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations 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.E.

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

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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 noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

f. Collection of Unallowable Costs (2CFR 200.410)

Payments made for costs determined to be unallowable by either the awarding Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded with interest to the Federal Government. Unless directed by Federal statute or regulation, repayments must be made in accordance with the instructions provided by the Federal agency or pass-through entity that made the allowability determination. See §§ 200.300 through 200.309, and §200.346.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

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13. Dispute Resolution

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in §13.A13.A fails to resolve the dispute within ten Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S. for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S. (the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. Notices and Representatives

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth below or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. Rights in Work Product and Other Information

A. Work Product

i. RESERVED

ii. RESERVED

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iii. RESERVED

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Grantee under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. Statewide Contract Management System

If the maximum amount payable to Grantee under this Agreement is $100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Grantee agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of Agreement performance information in the State's Agreement management system ("Contract Management System" or "CMS"). Grantee's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

17. General Provisions

A. Assignment

Grantee's rights and obligations under this Agreement 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 Agreement.

B. Subcontracts

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy

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of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in §17.A, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

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

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. 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.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under

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this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

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

Any reference in this 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 Effective Date of this Agreement.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

L. Severability

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

M. Survival of Certain Agreement Terms

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

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq., C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in § 17.A, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. Waiver

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

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations

Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

T. RESERVED

U. Accessibility

i. 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.

ii. 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)

These Special Provisions apply to all agreements except where noted in italics.

A. **Statutory Approvals. §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), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

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

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.

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 (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) 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

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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 Provisions.**

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.

J. **Vendor Offset and Erroneous Payments §§24-30-202(1) and 24-30-202.4, C.R.S.**

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

Docusign Envelope ID: 6CCCDDF3-D69F-8C69-82C7-792DE0BDE174

Exhibit A, Statement of Work and Conditions

Project Description	2026-CTE: Operating for Expansion of North & South Transfer Routes		
Project/Period of Performance Start Date		The Effective Date	
Project/Period of Performance End Date		April 30, 2028	
Grantee	Pueblo, City of	**UEID #**	NJK3BNUDRHJ7
Contact Name	Ben Valdez	**Vendor #**	2000036
Address	350 Alan Hamel Avenue Pueblo, CO 81003	**Phone #**	719-553-2706
Email	bvaldez@pueblo.us	**Indirect Rate**	N/A
WBS*	27495.10.50	**ALI**	30.09.00
Total Project Budget			**$1,099,282.00**
State CTE - O&G Funds (at 100% or less)			$1,099,282.00
Local Funds (at 0% or more)			$0.00
Total Project Amount Encumbered via this Grant Agreement			**$1,099,282.00**

*The WBS numbers may be replaced without changing the amount of the grant at CTE's discretion.

A. Project Description

City of Pueblo shall use CTE - O&G operating funds, along with local matching funds, to expand public transportation services to assist the CTE in achieving the following goals:

1. Reduce and mitigate the adverse environmental and health impacts of air pollution and greenhouse gas emissions produced by motor vehicles;

2. Invest in public transit, including vehicles, infrastructure, equipment, materials, supplies, maintenance, and operations and staffing, to achieve the level of frequent, convenient, and reliable transit that is known to increase ridership by replacing car trips with bus and rail trips and forms of transit known to support denser land use patterns that further reduce pollution due to shorter trip lengths and greater walking and cycling mode share;

3. Assist in the maintenance, development, improvement and use of public transportation in their Transportation Planning Region (TPR);

4. Encourage and facilitate the most efficient use of all transportation funds used to provide passenger transportation in their TPR through the coordination of programs and services; and

5. Encourage mobility management, employment-related transportation alternatives, joint development practices, and transit-oriented development.

Docusign Envelope ID: 6CCCDDF3-D69F-8C69-82C7-792DE0BDE174

City of Pueblo shall use operating funds to achieve the above goals by implementing the specific plans identified in their Comprehensive Operational Analysis (COA) which includes spending on any or all of the following eligible activities:

Transit service enhancements in the Pueblo area, including:

- Increase service hours for the Highland Park extension North/South shopping routes;
- Expand service areas of the Irving and Eastside routes;
- Reformatting services to Salt Creek neighborhood; and
- Provide expanded microservice.

This funding is provided to support the services described above from the Effective Date of this Grant Agreement through April 30, 2028, with a period of performance not to exceed twenty-four (24) months.

B. Performance Standards

1. Project Milestones

Milestone Description	**Original Estimated Completion Date**
Submit Initial and Ongoing Reimbursement Request(s) in COTRAMS	**Monthly**
Submit Final Reimbursement Request in COTRAMS	**4/30/2028**

IMPORTANT NOTE: All milestones in this Statement of Work (except for the final reimbursement request) must be completed no later than the expiration date of this Grant Agreement: **April 30, 2028**.

2. Performance will be reviewed throughout the duration of this Grant Agreement. City of Pueblo shall report to the CTE Post-Award Project Manager whenever one or more of the following occurs:
   a. Budget, schedule, or scope changes;
   b. Scheduled milestone or completion dates are not met;
   c. Identification of problem areas and how the problems will be resolved; and/or
   d. Expected impacts and the efforts to recover from delays.

3. City of Pueblo shall participate in Local and/or Regional Coordinating Councils.

C. Project Budget

1. The Total Project Budget is $1,099,282.00. CTE will pay no more than 100% of the eligible, actual project costs, up to the maximum amount of $1,099,282.00. CTE will retain any remaining balance of the state share of CTE - O&G Funds. City of Pueblo shall be solely responsible for all costs incurred in the project in excess of the amount paid by CTE from CTE - O&G Funds for the state share of eligible, actual costs. For CTE accounting purposes, the CTE - O&G Funds of $1,099,282.00 will be encumbered for this Grant Agreement.

2. No refund or reduction of the amount of City of Pueblo's share to be provided for the project will be allowed unless there is at the same time a refund or reduction of the state share of a proportionate amount.

Docusign Envelope ID: 6CCCDDF3-D69F-8C69-82C7-792DE0BDE174

3. City of Pueblo may use eligible federal funds for the Local Funds share. City of Pueblo's share, together with the State CTE - O&G Funds share, shall be enough to ensure payment of the Total Project Budget.

4. Per the terms of this Grant Agreement, CTE will have no obligation to provide state funds for use on this project. CTE will administer CTE - O&G funds for this project under the terms of this Grant Agreement, provided that the state share of CTE - O&G funds to be administered by CTE are made available and remain available. City of Pueblo shall initiate and prosecute to completion all actions necessary to enable City of Pueblo to provide its share of the Total Project Budget at or prior to the time that such funds are needed to meet the Total Project Budget.

D. Allowable Costs

1. City of Pueblo shall agree to adhere to the provisions for allowable and unallowable costs cited in the following regulations: 2 CFR 200.420 through 200.476 and 2 CFR 200.102. Other applicable requirements for cost allowability not cited previously shall also be considered.

2. City of Pueblo's operating expenses are those costs directly related to system operations. At a minimum, City of Pueblo should consider the following items as operating expenses: fuel, oil, drivers and dispatcher salaries and fringe benefits, and licenses.

E. Reimbursement Eligibility

1. City of Pueblo shall submit invoice(s) on a monthly basis via COTRAMS. Reimbursement will apply only to eligible expenses that are incurred within the period of performance of this Grant Agreement.

2. City of Pueblo shall not submit more than one reimbursement request per month. Reimbursements shall be within the limits of this Grant Agreement. City of Pueblo will be reimbursed based on the ratio of the CTE - O&G Funds share as set forth in the Project Budget above.

3. City of Pueblo shall submit the final reimbursement request within forty-five (45) calendar days of April 30, 2028 and submit a Grant Closeout and Liquidation (GCL) Form in COTRAMS within fifteen (15) calendar days of receipt of the final reimbursement payment from CTE.

4. City of Pueblo shall verify and confirm that all reimbursement requests submitted under this Grant Agreement are directly associated with the delivery of eligible activities as set forth in the Project Description above and are not duplicative of reimbursement requests submitted under any other CDOT administered program(s).

F. Training

In an effort to enhance transit safety, City of Pueblo and any subgrantees and contractors shall make a good faith effort to ensure that appropriate training of agency and contracted personnel is occurring and that personnel are up to date in appropriate certifications. In particular, City of Pueblo shall ensure that driving personnel are provided professional training in defensive driving and training on the handling of mobility devices and transporting older adults and people with disabilities.

G. Restrictions on Lobbying

City of Pueblo is certifying that it complies with 2 CFR 200.450 by entering into this Grant Agreement.

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H. Special Conditions

1. City of Pueblo shall comply with all requirements imposed by CTE on City of Pueblo so that the CTE award is used in accordance with state statutes, regulations, CTE rules, and the terms and conditions of the CTE award.

2. City of Pueblo shall permit CTE and their auditors to have access to City of Pueblo's records and financial statements as necessary, with reasonable advance notice.

3. City of Pueblo shall not request reimbursement for costs on this project from more than one Awarding Agency or from other federal or state awards (i.e., no duplicate billing).

4. City of Pueblo shall ensure that it does not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability in accordance with Title VI of the Civil Rights Act of 1964.

5. City of Pueblo shall provide transportation services to persons with disabilities, in accordance with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.

6. City of Pueblo shall agree to maintain documentation that supports its compliance with the Americans with Disabilities Act (ADA) and produce said documentation to CTE upon request.

7. City of Pueblo shall develop and maintain an ADA Program in accordance with 28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services, FTA Circular 4710.1, and any additional requirements established by CTE for transit grantees.

Docusign Envelope ID: 6CCCDDF3-D69F-8C69-82C7-792DE0BDE174

Exhibit B, Sample Option Letter

State Agency
Department of Transportation

Grantee
City of Pueblo

Grantee UEI
[Insert Grantee UEI]

Current Agreement Maximum Amount

Initial Term
State Fiscal Year [20XX] [$0.00]

Extension Terms
State Fiscal Year [20XX] [$0.00]
State Fiscal Year [20XX] [$0.00]
State Fiscal Year [20XX] [$0.00]
State Fiscal Year [20XX] [$0.00]

Total for All State Fiscal Years [$0.00]

Option Letter Number
[Insert the Option Number (e.g. "1" for the first option)]

Original Agreement Number
[Insert CMS number or Other Agreement Number of the Original Agreement]

Option Agreement Number
[Insert CMS number or Other Agreement Number of this Option]

Agreement Performance Beginning Date
[Month Day, Year]

Current Agreement Expiration Date
[Month Day, Year]

Options:

A. Option to extend for an Extension Term

Required Provisions:

1. For use with Option 1(A): In accordance with Section(s) [Number] of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning [Insert start date] and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.

Option Effective Date:

The effective date of this Option Letter is upon approval of the State Controller or [Enter date], whichever is later.

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

_____

By: [Name & Title of signatory for Agency or IHE]

Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

_____

By: Department of Transportation

Option Effective Date:_____

Docusign Envelope ID: 6CCCDDF3-D69F-8C69-82C7-792DE0BDE174

Exhibit C-PII Certification

State of Colorado

Third Party Entity/Organization Certification for Access TO PII through a Database or Automated Network

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature:

_____

Printed Name:

_____

Title:

_____

Date:_____

Docusign Envelope ID: 6CCCDDF3-D69F-8C69-82C7-792DE0BDE174

State of Colorado

Third Party Individual Certification for Access TO PII through a Database or Automated Network

Pursuant to § 24-74-105, C.R.S., I hereby certify under the penalty of perjury that I have not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

Signature: _____

Printed Name: _____

Date: _____

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 10, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Benjamin Valdez, Director of Transit

SUBJECT: AN ORDINANCE APPROVING, ACCEPTING, BUDGETING, AND APPROPRIATING A UNITED STATES DEPARTMENT OF TRANSPORTATION GRANT NUMBER CO-2026-005-00 IN THE AMOUNT OF $2,848,959 DOLLARS ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION, AWARD, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE FEDERAL TRANSIT ADMINISTRATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is a Grant Award CO-2026-005-00 between the City of Pueblo and The Federal Transit Administration for $2,848,959.

PREVIOUS COUNCIL ACTION:

No previous Council actions.

BACKGROUND:

The City of Pueblo was awarded a 5307 grant for $2,848,959 for FY22 and FY25 operating, paratransit, and maintenance expenses. Federal participation varies by activity: 80/20 for paratransit and preventive maintenance, and 50/50 for operating assistance. The grant scope of work includes the following project:

Project 1 - FY22/FY25 funds	Scope	ALI	Total Expense	Federal Share	Local Share	Cost Share	Local Match Check
Paratransit	117-00	11.7C.00	$ 680,679	$ 544,543	$ 136,136	80/20	20.00002938%
Operating (including 1% for security)	300-00	30.09.01	$ 3,940,032	$ 1,970,016	$ 1,970,016	50/50	50.00000000%
Preventive Maintenance - Vehicle	117-00	11.7A.00	$ 400,000	$ 320,000	$ 80,000	80/20	20.00000000%
Preventive Maintenance - Facility	117-00	11.7A.00	$ 18,000	$ 14,400	$ 3,600	80/20	20.00000000%
		Total		$ 2,848,959	$ 2,189,752		

FINANCIAL IMPLICATIONS:

The anticipated total project cost is $5,038,711. The Federal share is $2,848,959, or 56.5% of the total project cost, and the City's local match share is $2,189,752, or 43.5%. The grant award states the local match will be provided from the City's general fund.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board recommends approval.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

The alternative, should this Ordinance not pass, is for the City of Pueblo to not be able to fund Transit operations and maintenance with Federal Funds.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. CO-2026-005-00

ORDINANCE NO.

AN ORDINANCE APPROVING, ACCEPTING, BUDGETING, AND APPROPRIATING A UNITED STATES DEPARTMENT OF TRANSPORTATION GRANT NUMBER CO-2026-005-00 IN THE AMOUNT OF $2,848,959 DOLLARS ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION, AWARD, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE FEDERAL TRANSIT ADMINISTRATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Awarding of the FY22/FY25 Section 5307 Small Urban Grant, Award CO-2026-005-00, for operating, preventive maintenance, and ADA paratransit to the City of Pueblo, Pueblo Transit, a true copy of which is attached hereto, is hereby approved and accepted in accordance with its terms and conditions

SECTION 2.

The Mayor of the City is authorized to execute the Grant Award acceptance in the name of and on behalf of the city, and the Mayor is authorized to execute any and all other certifications, assurances and other documents associated therewith

SECTION 3.

The amount of $2,848,959 is budgeted and appropriated

SECTION 4.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Award to effectuate the policies and procedures described herein

SECTION 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on July 27, 2026.

Final adoption of Ordinance by City Council on August 10, 2026.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

DOT FTA

U.S. Department of Transportation Federal Transit Administration

Award

Federal Award Identification Number (FAIN)	CO-2026-005
Award with Amendment Number	CO-2026-005-00
Temporary Application Number	1140-2025-3
Award Name	FY 22/25 5307 Small Urban - Operating, Preventive Maintenance & ADA Paratransit
Award Status	Active (Executed)
Budget Revisions	0

Period of Performance Start Date	3/6/2026		
Original Period of Performance End Date	3/30/2027		
Current Period of Performance End Date	3/30/2027	Revision #: 0	Approved?: Yes

Budget Period Start Date	3/6/2026
Budget Period End Date	3/30/2027

Part 1: Recipient Information

Name: CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION

Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
1140	City	Pueblo, City of	NJK3BNUDRHJ7	010620284

Location Type	Address	City	State	Zip
Mailing Address	DEPARTMENT OF FINANCE	PUEBLO	CO	81002
Physical Address	1 CITY HALL PL	PUEBLO	CO	81003

Union Information

Union Name	**ATU LOCAL 662**
Address 1	29213 Gale Rd
Address 2	

City	Pueblo
State	CO
Zipcode	81006
Contact Name	Jerry Ballard
Telephone	(719) 248-0176
Fax	7195532724
E-mail	jballard.atu@gmail.com
Website	

Part 2: Award Information

Title: FY 22/25 5307 Small Urban - Operating, Preventive Maintenance & ADA Paratransit

Award with Amendment Number	Award Status	Award Type	Award Cost Center	Date Created	Last Updated Date	From TEAM?
CO-2026-005-00	Active (Executed)	Grant	Region 8	7/31/2025	7/31/2025	No

Award Executive Summary
The City of Pueblo, CO applies for Section 5307 Small Urban formula funds in the total amount of $2,848,959 federal, to fund fixed route and paratransit operations, 1% for security, and preventive maintenance for vehicles and facilities. Funds by year as follows:

FY22 Section 5307 Small Urban Formula - $126,242 (partial remaining of deobligation from CO-2023-006, $221,280 in temp FAIN 1140-2026-1)
FY25 Section 5307 Small Urban Formula - $2,722,717 (full apportionment)

The local match share will be provided by the City of Pueblo general fund.

Program Requirements:
1) This application includes the requirement for 1% of the FY25 apportionment to be used for security ($27,227) for the Pueblo Small UZA in the Operating Assistance Activity.
2) This application utilizes 20% of the FY25 apportionment towards ADA Paratransit Operating expenses using a capital cost share.
3) All program requirements for the FY22 apportionment met in CO-2023-006.

The City is utilizing pre-award authority starting 1/1/2026. Actual pre-award expenditures and obligations will be reported in the initial FFR.

The following documents are attached to this application:
- STIP and LRTP
- Program of Projects

Frequency of Milestone Progress Reports (MPR)
Annual

Frequency of Federal Financial Reports (FFR)
Annual

Does this application include funds for research and/or development activities?

This award does not include research and development activities.

Pre-Award Authority
This award is using Pre-Award Authority.

Does this application include suballocation funds?
Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Will this Grant be using Lapsing Funds?
No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?
This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review
No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt
No, my organization does not have delinquent federal debt.

Award Description

Purpose
The purpose of this grant award is to support fixed route and paratransit operating, security and preventive maintenance for vehicles and facilities.

Activities to be performed:
Activities include operating for fixed route and paratransit, preventive maintenance for vehicles and facilities.

Expected outcomes:
Funding will maintain vehicles and facilities, and fund transit operations for fixed route and paratransit riders.

Intended beneficiaries:
Transit riders in Pueblo, Colorado

Subrecipient Activities:
n/a

Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Benjamin	Valdez	Maintenance/Facilities Supervisor	bvaldez@pueblo.us	(719) 553-2706
	murtaza.naqvi@dot.gov	Transportation Data Analyst		
	emma.belmont@dot.gov	Transportation Program Specialist		

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount

5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$2,848,959
Local			$2,189,752
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$5,038,711**

Award Budget

Project Number	Budget Item			FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
CO-2026-005-01-00	117-00 (117-A1)	OTHER CAPITAL ITEMS (BUS)		$878,943.00	$219,736.00	$1,098,679.00	3
CO-2026-005-01-00		11.7A.00	PREVENTIVE MAINTENANCE (Facility)	$14,400.00	$3,600.00	$18,000.00	1
CO-2026-005-01-00		11.7A.00	PREVENTIVE MAINTENANCE (Vehicle)	$320,000.00	$80,000.00	$400,000.00	1
CO-2026-005-01-00		11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	$544,543.00	$136,136.00	$680,679.00	1
CO-2026-005-01-00	300-00 (300-A2)	OPERATING ASSISTANCE		$1,970,016.00	$1,970,016.00	$3,940,032.00	1
CO-2026-005-01-00		30.09.01	UP TO 50% FEDERAL SHARE	$1,970,016.00	$1,970,016.00	$3,940,032.00	1

Discretionary Allocations

This application does not contain discretionary allocations.

Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount	Cumulative Amount
CO-90-X303	CO-2026-	OPERATING ASSISTANCE	300-00 (300)	A2	080000	Colorado	2022.2J.90.91.2	09	Urbanized Area	$126,242	$126,242

	005-01-00								Formula Grants		
CO-90-X303	CO-2026-005-01-00	OPERATING ASSISTANCE	300-00 (300)	A2	080000	Colorado	2025.2J.90.91.2	09	Urbanized Area Formula Grants	$1,843,774	$1,843,774
CO-90-X303	CO-2026-005-01-00	OTHER CAPITAL ITEMS (BUS)	117-00 (117)	A1	080000	Colorado	2025.2J.90.91.2	09	Urbanized Area Formula Grants	$878,943	$878,943

Part 3: Project Information

Project Title: FY22/25 5307 Operating, Preventive Maintenance & Paratransit

Project Number	Temporary Project Number	Date Created	Start Date	End Date
CO-2026-005-01-00	1140-2025-3-P1	7/31/2025	1/1/2026	12/31/2026

Project Description
Pueblo Transit will use FY22 and FY25 5307 funds for fixed route and paratransit operating assistance, preventive maintenance for facilities and vehicles, and 1% security.

Project Benefits
Funds will help Pueblo Transit facilities and vehicles to maintain a state of good repair, and to provide transit services benefiting riders of fixed route and paratransit.

Additional Information
none

Location Description
Pueblo is a city of 120,642 residents located in south central Colorado. Pueblo Transit provides fixed route bus and paratransit services throughout a 55-square-mile service area in Pueblo, Colorado, and in the Salt Creek neighborhood in unincorporated Pueblo County.

Project Location (Urbanized Areas)

UZA Code	Area Name
080000	Colorado
081760	Pueblo, CO

Congressional District Information

District	State
3	Colorado

Program Plan Information

STIP/TIP
Date: 7/1/2025
Description: Project included in the 2026 - 2029 Colorado Statewide Transportation Improvement Program, page 28 of the STIP report, federally approved on July 1, 2025. Amendment to the TIP added

deobligated funds approved by the PACOG Board on December 11, 2025 and incorporated into the STIP, see SST6741.028.

UPWP
Date: Not Provided
Description: n/a

Long Range Plan
Date: 6/1/2025
Description: PACOG Long-Range Transportation Plan

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$2,848,959
Local			$2,189,752
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$5,038,711**

Project Budget

Project Number	Budget Item			FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
CO-2026-005-01-00	117-00 (117-A1)	OTHER CAPITAL ITEMS (BUS)		$878,943.00	$219,736.00	$1,098,679.00	3
CO-2026-005-01-00		11.7A.00	PREVENTIVE MAINTENANCE (Facility)	$14,400.00	$3,600.00	$18,000.00	1
CO-2026-005-01-00		11.7A.00	PREVENTIVE MAINTENANCE (Vehicle)	$320,000.00	$80,000.00	$400,000.00	1
CO-2026-005-01-00		11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	$544,543.00	$136,136.00	$680,679.00	1
CO-2026-005-01-00	300-00 (300-A2)	OPERATING ASSISTANCE		$1,970,016.00	$1,970,016.00	$3,940,032.00	1

CO-2026-005-01-00	30.09.01	UP TO 50% FEDERAL SHARE	$1,970,016.00	$1,970,016.00	$3,940,032.00	1

Project Budget Activity Line Items

Budget Activity Line Item: 11.7A.00 - PREVENTIVE MAINTENANCE (Facility)

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	OTHER CAPITAL ITEMS (BUS)	1

Extended Budget Description
This activity uses FY25 funds for preventive maintenance expenses for transit facilities for the timeframe of 1/1/2026 through 12/31/2026, at an 80/20 federal/local cost share ratio. The local cost share comes from the City of Pueblo general fund. The maintenance cost of the aging and undersized transit maintenance facility is a critical issue for Pueblo Transit. Any items purchased for greater than $10,000 that have a manufacturer's recommended useful life greater than 1 year, will be reported as an asset at closeout.

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$14,400
Local			$3,600
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$18,000**

Milestone Name	Est. Completion Date	Description
Start Date	1/1/2026	
End Date	12/31/2026	

Budget Activity Line Item: 11.7C.00 - NON FIXED ROUTE ADA PARATRANSIT SERVICE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity

OTHER CAPITAL ITEMS (BUS) (117-00)	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	OTHER CAPITAL ITEMS (BUS)	1

Extended Budget Description
This activity uses FY25 funds for ADA paratransit operating assistance for the period of January 1, 2026, through December 31, 2026, at an 80/20 match ratio. The local cost share comes from the City of Pueblo general fund.

FTA ADA paratransit operating assistance allows a maximum of 20% of the annual apportionment per FAST Act since our agency meets 2 of the 3 requisite conditions. 1) Pueblo Transit provides an active fixed route travel training program that is available for riders with disabilities, and 2) all fixed route and paratransit operators participate in a passenger safety, disability awareness, and sensitivity training class on at least a biennial basis. This activity uses 20% of the FY25 apportionment.

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$544,543
Local			$136,136
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$680,679**

Milestone Name	Est. Completion Date	Description
Start Date	1/1/2026	
End Date	12/31/2026	

Budget Activity Line Item: 30.09.01 - UP TO 50% FEDERAL SHARE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	OPERATING ASSISTANCE	1

Extended Budget Description
This activity uses FY22 and FY25 funds for fixed route operating assistance for the period January 1, 2026, through December 31, 2026, at a 50/50 federal/local cost share ratio. The local cost share comes from the City of Pueblo general fund.

This ALI also includes the 1% security in the amount of $27,227 federal and $27,227 local at a 50/50 match ratio for the FY25 apportionment. Operating assistance and 1% security, applies funds towards

transit operator and dispatcher salaries and fringe benefits, security, fuel, oil, and licenses, less revenues and to support security services performed by a contracted security company.

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$1,970,016
Local			$1,970,016
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$3,940,032**

Milestone Name	Est. Completion Date	Description
Start Date	1/1/2026	
End Date	12/31/2026	

Budget Activity Line Item: 11.7A.00 - PREVENTIVE MAINTENANCE (Vehicle)

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	OTHER CAPITAL ITEMS (BUS)	1

Extended Budget Description
This activity uses FY25 funds for preventive maintenance for transit vehicles for the time period between January 1, 2026 through December 31, 2026, at an 80/20 federal/local cost share ratio. The local cost share comes from the City of Pueblo general fund. Any items purchased for greater than $10, 000 that have a manufacturer's recommended useful life greater than 1 year, will be reported as an asset at closeout.

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$320,000
Local			$80,000
Local/In-Kind			$0
State			$0

State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$400,000**

Milestone Name	Est. Completion Date	Description
Start Date	1/1/2026	
End Date	12/31/2026	

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 08: Maintenance, rehabilitation, and reconstruction of facilities that occupy substantially the same geographic footprint and do not result in a change in functional use, such as: improvements to bridges, tunnels, storage yards, buildings, stations, and terminals; construction of platform extensions, passing track, and retaining walls; and improvements to tracks and railbeds.

Date Description	Date
Class IIc CE Approved	9/5/2025

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE (Facility)	1	$14,400.00	$18,000.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or

program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	9/5/2025

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	1	$544,543.00	$680,679.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	9/5/2025

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	1	$1,970,016.00	$3,940,032.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers

that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	9/5/2025

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE (Vehicle)	1	$320,000.00	$400,000.00

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

There are no review comments to display at this time.

Part 6: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-34)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:
(1) "Federal Transit Administration Master Agreement," FTA MA(34), http://www.transit.dot.gov,
(2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
(3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION

Recipient ID: 1140

UEI: NJK3BNUDRHJ7

DUNS: 010620284

Award Information

Federal Award Identification Number (FAIN): CO-2026-005

Award with Amendment Number: CO-2026-005-00

Award Name: FY 22/25 5307 Small Urban - Operating, Preventive Maintenance & ADA Paratransit

Award Start Date: 3/6/2026

Original Award End Date: 3/30/2027

Current Award End Date: 3/30/2027

Award Executive Summary: The City of Pueblo, CO applies for Section 5307 Small Urban formula funds in the total amount of $2,848,959 federal, to fund fixed route and paratransit operations, 1% for security, and preventive maintenance for vehicles and facilities. Funds by year as follows:

FY22 Section 5307 Small Urban Formula - $126,242 (partial remaining of deobligation from CO-2023-006, $221,280 in temp FAIN 1140-2026-1)
FY25 Section 5307 Small Urban Formula - $2,722,717 (full apportionment)

The local match share will be provided by the City of Pueblo general fund.

Program Requirements:
1) This application includes the requirement for 1% of the FY25 apportionment to be used for security ($27,227) for the Pueblo Small UZA in the Operating Assistance Activity.
2) This application utilizes 20% of the FY25 apportionment towards ADA Paratransit Operating expenses using a capital cost share.
3) All program requirements for the FY22 apportionment met in CO-2023-006.

The City is utilizing pre-award authority starting 1/1/2026. Actual pre-award expenditures and obligations will be reported in the initial FFR.

The following documents are attached to this application:
- STIP and LRTP
- Program of Projects

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: $5,038,711.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): $2,848,959.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): $2,189,752.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): $2,848,959.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): $2,189,752.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$2,848,959
Local			$2,189,752
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$5,038,711**

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

DOL Decision: DOL Concurs - Certified
DOL Review Date: 3/5/2026
DOL Certification Date: 3/5/2026

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
David Beckhouse
Deputy Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: david.beckhouse@dot.gov
Award Date: 3/6/2026

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:
(1) Affirms this FTA Award,
(2) Adopts and ratifies all of the following information it has submitted to FTA:
    (a) Statements,
    (b) Representations,
    (c) Warranties,
    (d) Covenants, and
    (e) Materials,
(3) Consents to comply with the requirements of this FTA Award, and
(4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:
Benjamin Valdez
Maintenance/Facilities Supervisor
CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION
7/7/2026

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 10, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE PUEBLO COUNTY SHERIFF'S OFFICE AND THE PUEBLO POLICE DEPARTMENT REGARDING THE ALTERNATE AND DEFAULT ROUTING OF E911 CALLS FOR EACH PUBLIC SAFETY ANSWERING POINT, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

This Ordinance approves a MOU between the Pueblo County Sheriff's Office Communications Center ("SOCC") and the Pueblo Police Department's Communication Center ("PDCC") to establish an understanding for the routing and handling of alternate and default routed E911 calls at each Public Safety Answering Point ("PSAP").

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Alternate routing of E911 calls may occur for two reasons: 1.) An emergency situation exists that requires the evacuation of the communications center; or 2.) A disruption to phone service at the respective PSAP occurs requiring all 911 calls to be routed to the alternate PSAP.

Default routing may occur when all 911 trunks into a PSAP are busy. All overload calls will then automatically be routed to another pre-designated PSAP.

The Pueblo Police Department's Communication Center (PDCC) is the PSAP for the City of Pueblo. E911 calls made within city limits are routed to PDCC. The PDCC will be the designated alternate and default routing point for SOCC's E911 calls.

The Pueblo County Sheriff's Office Communications Center (SOCC) is the PSAP for

Pueblo County. E911 calls made within Pueblo County, outside of city limits, are routed to SOCC. The SOCC will be the designated alternate and default routing point for PDCC's E911 calls.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Consideration of The Board of Pueblo County Commissioners will be dependent on approval of this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Not applicable to this Ordinance.

RECOMMENDATION:

Passage of this Ordinance.

ATTACHMENTS:

1. Final MOU PSAP Alt Routing - PPD PCSO

ORDINANCE NO.

AN ORDINANCE APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE PUEBLO COUNTY SHERIFF'S OFFICE AND THE PUEBLO POLICE DEPARTMENT REGARDING THE ALTERNATE AND DEFAULT ROUTING OF E911 CALLS FOR EACH PUBLIC SAFETY ANSWERING POINT, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

SECTION 1.

The MOU between the Pueblo County Sheriff's Office and the Pueblo Police Department, a copy of which is attached hereto and incorporated herein, is approved.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on July 27, 2026.

Final adoption of Ordinance by City Council on August 10, 2026.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

MEMORANDUM OF UNDERSTANDING
BETWEEN PUEBLO COUNTY SHERIFF'S OFFICE COMMUNICATION CENTER AND THE CITY OF PUEBLO POLICE DEPARTMENT COMMUNICATIONS CENTER FOR ALTERNATE AND DEFAULT ROUTING OF E911 CALLS

I. PURPOSE AND INTENT OF MEMORANDUM

This Memorandum of Understanding ("**MOU**") between Pueblo County Sheriff's Office Communications Center ("**SOCC**") and City of Pueblo Police Department Communications Center ("**PDCC**") is designed to establish an understanding for the routing and handling of alternate and default routed E911 calls at each Public Safety Answering Point ("**PSAP**").

II. OVERVIEW

SOCC will be the designated alternate and default routing point for PDCC's E911 calls.

PDCC will be the designated alternate and default routing point for SOCC's E911 calls.

III. DEFINITION OF TERMS

Alternate routing may occur for two reasons: 1.) An emergency situation exists that requires the evacuation of the communications center; or 2.) A disruption to phone service at the respective PSAP occurs requiring all 911 calls to be routed to the alternate PSAP.

Default routing may occur when all 911 trunks into a PSAP are busy. All overload calls will then automatically be routed to another pre-designated PSAP.

IV. PSAP RESPONSIBILITIES

Each PSAP shall establish written procedures to enable its agency to comply with this MOU.

Each PSAP shall set its own alternate and default-routing to the other PSAP via 911.net.

Each PSAP shall provide a workstation for each of the affected PSAP's dispatchers with the affected PSAPs radio talk groups available for communication with field units.

V. ALTERNATE ROUTED CALLS

SOCC and PDCC agree to accept alternate routed calls for each other. The PSAP required to have its 911 calls alternate routed will notify the receiving PSAP of the situation. The affected PSAP will immediately send at least two dispatchers to the receiving PSAP to assist in handling the additional call load.

The PSAP receiving the alternate-routed 911 calls will take all the information necessary to handle the emergency. The information will be forwarded to the affected agency for dispatch of proper units until such time as the responding dispatchers arrive to handle the calls for their agency.

VI. DEFAULT ROUTED CALLS

SOCC and PDCC agree to accept default-routed calls for each other. The receiving PSAP will take all of the information necessary to handle the emergency and forward the information to the affected PSAP for dispatch of proper units.

VII. NOTICES

Notices concerning this MOU shall be given to SOCC as follows:

Chief Mark Mears
101 W 10th ST
Pueblo, CO 81003
719-583-6201
Mears@pueblocounty.us

Notices concerning this MOU shall be given to the PDCC as follows:

Chief Chris Noeller
200 S. Main St
Pueblo, CO 81003
719-553-2420
snoeller@pueblo.us

VIII. TERM AND MODIFICATION

Term. This MOU will become effective upon the execution by both parties. The initial term of this MOU shall be through December 31, 2031. Thereafter, this MOU may be renewed for an additional five-year period upon written agreement of both parties and subject to the termination provision below.

Termination. Notice of intent to terminate this MOU shall be provided in writing no later than July 31st of any annual term.

Modification. This MOU constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either party hereto.

IX. COST ASSOCIATED WITH THE AGREEMENT

Any cost associated with the implementation of this Agreement shall be the responsibility of the party incurring the cost.

X. NO MULTI-YEAR OBLIGATIONS

All financial obligations of parties under this MOU, in any calendar year, are contingent upon funds for that purpose being budgeted and appropriated by each Party's governing body on or before December 31 of the prior calendar year. Failure to budget and appropriate such funds by December 31 for any subsequent calendar year shall constitute an event of non-appropriation. Notwithstanding anything to the contrary in this MOU, in the event of non-appropriation, either party may terminate this MOU upon thirty (30) days prior written notice given to the other Party.

XI. ASSIGNMENT OF RISK

The respective parties cannot, and by this agreement do not, agree to indemnify, hold harmless, or assume the defense of the other party. To the maximum extent permitted by law, and without waiving any of the rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S., the parties agree that each shall be responsible for any liability arising from the acts or omissions, intentional or negligent, of its officers, agents and employees.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the _____ day of _____, 2026.

Pueblo County Sheriff's Office
By:_____

Address:

Date:_____

CITY OF PUEBLO

By:_____
Mayor Heather Graham
Date:_____

Attest:_____
City Clerk
Date:_____

Approved as to form:

_____
City Attorney

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 10, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT FROM THE EL POMAR FOUNDATION, ESTABLISHING PROJECT NO. CI2618, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $5,000 TO PROJECT NO. CI2618 FOR YOUTH RECREATION PROGRAMS AT THE EL CENTRO DEL QUINTO SOL COMMUNITY CENTER

SUMMARY:

This Ordinance approves and accepts a grant awarded from the El Pomar Foundation, budgets, and appropriates funds in the amount of $5,000.00 for the Elevating Leadership Development (ELD) Merit Grant at the El Centro del Quinto Sol Community Center.

PREVIOUS COUNCIL ACTION:

No previous council action on this award.

BACKGROUND:

El Centro del Quinto Sol Community Center has been nominated to receive an Elevating Leadership Development merit grant in the amount of $5,000 to support youth recreation programs at the Center. In order to receive the award, Council must accept the terms of the grant and authorize the Mayor to sign.

FINANCIAL IMPLICATIONS:

Not applicable to this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. El Pomar Grant Terms

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT FROM THE EL POMAR FOUNDATION, ESTABLISHING PROJECT NO. CI2618, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $5,000 TO PROJECT NO. CI2618 FOR YOUTH RECREATION PROGRAMS AT THE EL CENTRO DEL QUINTO SOL COMMUNITY CENTER

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

SECTION 1.

The Grant Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the El Pomar Foundation, a copy of which is attached hereto, is hereby approved.

SECTION 2.

The Mayor is authorized to accept the terms of the grant award on behalf of the City and El Centro del Quinto Sol Community Center. The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance to implement the policies and procedures described herein.

SECTION 3.

Project No. CI2618 – Youth Recreation Program at El Centro Community Center is hereby established.

SECTION 4.

Funds in the amount of $5,000 are accepted pursuant to this Ordinance and shall be budgeted and appropriated into Project No. CI2618. Said funds shall only be expended and used for this project.

SECTION 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on July 27, 2026.

Final adoption of Ordinance by City Council on August 10, 2026.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

EL POMAR FOUNDATION
GENERAL GRANT TERMS AND CONDITIONS

This grant is contingent upon the following terms and conditions:

STATUS AS A GOVERNMENTAL ENTITY. You do hereby certify that you are a governmental entity as defined under Section 170(c)(1) of the Internal Revenue Code of 1986, as amended (the "Code") which includes a State, a possession of the United States, or any political subdivision of the foregoing, or the United States or the District of Columbia. In cases where your governmental connection may not be obvious, you agree to provide the Foundation with adequate documentation verifying your association as a governmental entity.

You acknowledge that your organization is not controlled directly or indirectly by the Foundation.

USE OF GRANT FUNDS. This grant (together with any income earned upon investment of the grant proceeds) is restricted to the purpose specified in the grant award letter and is to be spent in accordance with your proposed budget. Any part of the grant funds not so used must be returned promptly to the Foundation.

You agree that the activities funded by this grant are charitable, educational, scientific or literary (as those terms are defined in Section 170(c)(2)(B) of the Code) and, more specifically, that all expenditures will be for exclusively public purposes.

You acknowledge that the Foundation has not earmarked the use of the grant funds or any portion thereof for another organization, an individual or for any lobbying activity.

You affirm that the charitable purpose of this grant will be fulfilled within the State of Colorado.

You agree that no member of the Foundation's staff or Trustees (or a related party) will receive a financial benefit as a result of this grant.

You agree not to pledge or otherwise encumber any real property acquired as a result of this grant.

FINAL REPORT. The Foundation will require that you submit a final report on the use of the grant by the date specified in the grant award letter. This report should give an accounting of how the grant was spent as compared to the budget submitted in your grant proposal, the progress made in accomplishing the objectives of the grant, and any other information you feel would be relevant in allowing the Foundation to evaluate the grant.

PAYMENT OF GRANT. The payment of this grant will be as specified in the grant award letter, unless the foundation approves a written request for a different schedule. If payments are conditioned upon receipt of progress reports or other required documentation, delays may occur if these documents are not submitted timely or if the Foundation determines there is a lack of reasonable progress in the funded activity.

RELIANCE ON FUTURE FUNDING. You acknowledge that the representatives of the Foundation have made no any actual or implied promise of funding beyond the amounts specified in the grant award letter. This includes any obligation to provide continued support for this or any other project. Continued funding can only be obtained through submission of additional proposals in accordance with the Foundation's policies and guidelines.

REQUIRED NOTIFICATION. You are required to provide the Foundation with immediate written notification in the event of: (a) an inability to expend the grant for the intended purposes; or (b) any expenditure made from this grant for any purpose other than those for which the grant was intended.

GRANT EVALUATION. You will exercise full control over your project's administration, management and any subsequent disbursement of funds. The Foundation's role will consist of reasonable oversight to allow for the proper evaluation of this grant. You agree to permit the Foundation, at its request, to have reasonable access to all files, records, and personnel necessary to make such financial audits, verifications or program evaluations as may be necessary or appropriate. In addition, you agree to maintain such records as will permit the Foundation to easily check the use of grant funds and to keep these records for at least four years after the final report is submitted.

PUBLICITY. Please clear with us any public announcement of this grant. If this grant provides the majority funding for the acquisition of real or personal property, we would request that appropriate identification be placed on the item showing that it was a gift of El Pomar Foundation.

MODIFICATION. This grant agreement sets forth all of the terms of this grant and replaces all prior understandings and agreements. The purposes, terms and conditions of this grant award may not be changed or modified without the express written consent of the Foundation.

DISCONTINUANCE. The Foundation may discontinue, modify or withhold any payment under this grant award or terminate the grant and require a total or partial refund of any of the grant funds if, in the Foundation's sole judgment, such action is necessary: (a) because of a violation of the terms and conditions of this grant; (b) to protect the purposes and objectives of this grant or any other charitable interest of the Foundation; or (c) to comply with the requirements of any law or regulation affecting the Foundation's responsibilities with respect to this grant; or (d) to protect the Foundation's financial ability to carry out its programs.

In the event funds are returned or the grant is terminated, you acknowledge that the Foundation will have no further obligation to you in connection with this grant.

GOVERNING LAW. All questions of law which may arise in the administration of this grant shall be determined in accordance with the laws of the State of Colorado.

AUTHORITY. The undersigned represents that he/she is the duly authorized chief executive officer of the Grantee and as such is empowered to accept this grant on behalf of the Grantee and to obligate the Grantee to observe all the terms and condition of the grant.

Executed on the behalf of:

Organization Name: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 10, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Harley Gifford, Deputy City Attorney

SUBJECT: AN ORDINANCE SUBMITTING TO THE REGISTERED ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE COORDINATED MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026, THE CITIZEN-INITIATED QUESTION OF ADOPTING AN ORDINANCE AMENDING TITLE XIV OF THE PUEBLO MUNICIPAL CODE TO IMPOSE AN ADDITIONAL ONE-SIXTH OF ONE PERCENT (0.167%) SALES TAX FROM JANUARY 1, 2027 THROUGH DECEMBER 31, 2031 FOR THE OPERATIONS AND CAPITAL IMPROVEMENT OF THE PUEBLO ZOO

SUMMARY:

Attached are two proposed Ordinances arising from a citizen initiative. The first, the submission Ordinance, refers to the registered electors of the City of Pueblo, at the November 3, 2026 coordinated municipal election, the question of adopting the second Ordinance, which would amend Title XIV of the Pueblo Municipal Code to impose an additional sales tax of one-sixth of one percent (0.167%) from January 1, 2027 through December 31, 2031, with the revenues used solely for the operations and capital improvement of the Pueblo Zoo. The City Clerk determined the initiative petition sufficient on June 23, 2026, and Charter Section 18-2 requires the City Council to refer a sufficient initiative petition to the electors without alterations.

PREVIOUS COUNCIL ACTION:

None. This is the first Council action on the citizen-initiated Zoo tax measure. The City Clerk approved the initiative petition as to form on April 27, 2026 and determined it to be sufficient on June 23, 2026.

BACKGROUND:

The Zoo tax measure originated as a citizen initiative under Article 18 of the City Charter. The City Clerk approved the initiative petition as to form on April 27, 2026 and, following circulation, determined on June 23, 2026 that the petition was sufficient, with

1,649 verified signatures against the 1,331 required under Charter Section 18-2.

The measure adds new subsections to Section 14-4-85, PMC, imposing an additional sales tax of one-sixth of one percent (0.167%) from January 1, 2027 through December 31, 2031, and creates a dedicated fund for the revenues, to be used solely for the operations of the Pueblo Zoological Society or a successor organization and the capital improvement of the Pueblo Zoo. The increase is imposed on the sales tax alone; it does not amend the use tax schedule at Section 14-4-63, PMC.

Because the measure imposes a new tax, Article X, Section 20 of the Colorado Constitution requires voter approval, and Charter Section 18-2 requires the Council, upon a determination of sufficiency, either to adopt the measure without alterations or to refer it to the electors at an election held not less than sixty nor more than one hundred fifty days after the determination. The November 3, 2026 coordinated municipal election falls within that window.

As circulated, the measure placed the definition of “Pueblo Zoo” in Section 14-4-85.1(10), PMC, the definitions section of the economic-development capital improvement fund, which does not use the term. The two designated representatives of the proponents have consented in writing to relocate the definition to the general definitions section, Section 14-4-21(46), PMC, with its text unchanged. No other change to the measure has been made.

Consistent with the City’s practice for referred tax measures, the referral is presented as two Ordinances: a submission Ordinance placing the question on the ballot and setting the ballot title, and the substantive Ordinance that amends the Pueblo Municipal Code if the measure is approved by the voters.

FINANCIAL IMPLICATIONS:

If approved by the voters, the measure would impose an additional sales tax of one-sixth of one percent (0.167%) from January 1, 2027 through December 31, 2031. The estimated revenue in the first full fiscal year is $_____. The revenues would be used solely for the operations and capital improvement of the Pueblo Zoo.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to these Ordinances.

STAKEHOLDER PROCESS:

The measure was placed before the electors by citizen initiative. The petition was circulated and signed by registered electors of the City and determined sufficient by the City Clerk. A public hearing on the submission Ordinance will be held as provided in Charter Section 3-19.

ALTERNATIVES:

Charter Section 18-2 requires the Council either to adopt the measure without alterations or to refer it to the electors. Because the measure imposes a new tax, it cannot be adopted without voter approval under Article X, Section 20 of the Colorado

Constitution. These Ordinances must be adopted in order to refer the citizen-initiated measure to the voters.

RECOMMENDATION:

Adopt the Ordinances. Referral of the sufficient initiative petition to the electors is required by Charter Section 18-2.

ATTACHMENTS:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE SUBMITTING TO THE REGISTERED ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE COORDINATED MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026, THE CITIZEN-INITIATED QUESTION OF ADOPTING AN ORDINANCE AMENDING TITLE XIV OF THE PUEBLO MUNICIPAL CODE TO IMPOSE AN ADDITIONAL ONE-SIXTH OF ONE PERCENT (0.167%) SALES TAX FROM JANUARY 1, 2027 THROUGH DECEMBER 31, 2031 FOR THE OPERATIONS AND CAPITAL IMPROVEMENT OF THE PUEBLO ZOO

WHEREAS, the City of Pueblo is a home rule municipality organized under Article XX of the Colorado Constitution; and

WHEREAS, Article 18 of the Charter of the City of Pueblo reserves to the registered electors the power of initiative to propose ordinances; and

WHEREAS, an initiative petition proposing an ordinance titled “An Ordinance Amending Title XIV of the Pueblo Municipal Code Regarding the Adoption of a Zoo Tax” was approved as to form by the City Clerk on April 27, 2026, was circulated, and was determined by the City Clerk on June 23, 2026 to be sufficient, with 1,649 verified signatures against the 1,331 required by Charter Section 18-2; and

WHEREAS, Charter Section 18-2 requires the City Council, upon a determination of sufficiency, either to pass the proposed ordinance without alterations or to refer it to the registered electors at an election held not less than sixty nor more than one hundred fifty days after the final determination of petition sufficiency; and

WHEREAS, the two designated representatives of the proponents have consented in writing to the relocation of the definition of “Pueblo Zoo” from Section 14-4-85.1(10), PMC, to Section 14-4-21(46), PMC, with the text of the definition unchanged, and no other change to the measure has been made; and

WHEREAS, the City Council has before it the substantive ordinance (“Ordinance No. _____”), attached hereto, which if adopted by the registered electors of the City would impose an additional one-sixth of one percent (0.167%) sales tax from January 1, 2027 through December 31, 2031 for the operations and capital improvement of the Pueblo Zoo; and

WHEREAS, the proposed measure imposes a new tax, and Article X, Section 20 of the Colorado Constitution requires that a new tax be approved by the registered electors; and

WHEREAS, the November 3, 2026 coordinated municipal election will be held within the period required by Charter Section 18-2. NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The question of adopting Ordinance No. _____, and thereby imposing an additional one-sixth of one percent (0.167%) sales tax from January 1, 2027 through December 31, 2031 dedicated to the operations and capital improvement of the Pueblo Zoo, shall be submitted to a vote of the registered electors of the City at the coordinated municipal election to be held November 3, 2026. The measure is referred in the form petitioned for, as provided by Charter Section 18-2 and C.R.S. § 31-11-104(1), with the single correction to the placement of the definition of "Pueblo Zoo" consented to in writing by the designated representatives of the proponents. The ballot question (submission clause and title) therefore shall be as follows:

QUESTION NO. ___ – ADDITIONAL ONE-SIXTH OF ONE PERCENT (0.167%) SALES TAX for the operations and capital improvement of the Pueblo Zoo

SHALL THE CITY OF PUEBLO'S TAXES BE INCREASED BY UP TO $_____ ANNUALLY (FIRST FULL FISCAL YEAR INCREASE) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER, FOR FIVE YEARS FROM JANUARY 1, 2027 THROUGH DECEMBER 31, 2031, BY ADOPTING ORDINANCE NO. _____ IMPOSING AN ADDITIONAL ONE-SIXTH OF ONE PERCENT (0.167%) SALES TAX AND ESTABLISHING A SPECIAL FUND FOR THE DEPOSIT OF SUCH REVENUES TO BE SPENT ONLY FOR THE OPERATIONS AND CAPITAL IMPROVEMENT OF THE PUEBLO ZOO; AND SHALL ALL REVENUES DERIVED FROM SUCH TAX BE COLLECTED, RETAINED AND SPENT, NOTWITHSTANDING ANY LIMITATIONS PROVIDED BY LAW, AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO THE LIMITS WHICH WOULD OTHERWISE APPLY PURSUANT TO ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

FOR THE ORDINANCE _____
AGAINST THE ORDINANCE _____

SECTION 2.

The officers and staff of the City are authorized and directed to take all action necessary, appropriate or required to implement the provisions of this Ordinance, including certification of the ballot title and question to the Pueblo County Clerk and Recorder in accordance with C.R.S. § 1-5-203 and the intergovernmental agreement between the City and Pueblo County, and the giving of the notice required by Article X, Section 20(3)(b) of the Colorado Constitution.

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 10, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING A LEASE BETWEEN PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND L.B. FOSTER COMPANY FOR A PARCEL OF LAND IN THE MEMORIAL AIRPORT INDUSTRIAL PARK AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is a Proposed Ordinance approving and authorizing the Mayor to sign an agreement to lease Parcel Q of the Pueblo Memorial Airport Industrial Park Subdivision to L.B. Foster Company for an initial term of five years at the rate of $1,500 per month.

PREVIOUS COUNCIL ACTION:

In 2019, Council approved Ordinance No. 9458, which leased Parcel Q to a different tenant. Council has not acted with respect to Parcel Q subsequent to Ordinance No. 9458.

BACKGROUND:

This parcel is an approximately 3.55 acre unimproved lot located next to Lessee's manufacturing facility. Lessee intends to use the lot for laydown and storage space. The lease would commence upon signing for an initial term of five years, with an option to renew for an additional term of five years.

FINANCIAL IMPLICATIONS:

If approved, the rent remitted pursuant to this lease will contribute $18,000 annually to the airport fund.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council may decline to enter this lease agreement. There are currently no alternative plans for this parcel.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. LB Foster Lease

ORDINANCE NO.

AN ORDINANCE APPROVING A LEASE BETWEEN PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND L.B. FOSTER COMPANY FOR A PARCEL OF LAND IN THE MEMORIAL AIRPORT INDUSTRIAL PARK AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Lease between Pueblo, a municipal corporation, and L.B. Foster Company, dated August 10, 2026, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver said Lease in the name of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 2.

The officers and staff of the City are authorized and directed to perform any and all acts consistent with this Ordinance and the attached Lease which are necessary or desirable to implement the transactions described therein.

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on July 27, 2026.

Final adoption of Ordinance by City Council on August 10, 2026.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

LEASE

THIS LEASE is entered into as of this 10th day of August, 2026, by and between the City of Pueblo, Colorado, a Colorado municipal corporation (“Lessor”) and L.B. Foster Company, a Pennsylvania Corporation (“Lessee,”) (collectively, “the Parties”). WITNESSETH:

WHEREAS, Lessor is the owner of an unimproved parcel of land located in the Pueblo Memorial Airport Industrial Park, consisting of approximately 3.55 acres, having the following legal description:

Parcel Q, Pueblo Memorial Airport Industrial Park Sub
Pueblo County Assessor Parcel Number 03-300-21-038 ("Leased Premises"), and

WHEREAS, Lessee is desirous of leasing the Leased Premises upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, Lessor and Lessee hereby agree as follows:

Article I. Leased Premises.

1.01 Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the Leased Premises, subject to the covenants, provisions and conditions herein.

1.02 This Lease and Lessee's use of the Leased Premises are subject to the easements, right-of-way, covenants, conditions, restrictions, reservations and limitations appearing of record, and applicable zoning and land use laws, ordinances, codes, and regulations governing and regulating the Leased Premises and its use.

Article 2. Term.

2.01 The Term of this Lease shall be for five (5) years commencing August 10, 2026 (the “Commencement Date”) and ending August 9, 2031 ("Term"), unless terminated sooner pursuant to this lease.

2.02 The Parties may renew this Lease for up to one (1) additional term of five (5) years (“Renewal Term”) on the same terms and conditions as this Lease except as to rent, which shall be reset as provided in Section 3.05. No Renewal Term shall commence if Lessee is then in default or has been in repeated or uncured default during the Initial Term. The Parties can elect to renew this Lease for the Renewal Term by mutual agreement in writing. If the Parties have not mutually agreed in writing to renew this Lease for the Renewal Term by the date that is one hundred eighty (180) days before expiration of the initial Term, this Lease shall automatically terminate at the end of the initial Term.

Article 3. Rent.

3.01 Lessee shall pay to Lessor monthly rent of One Thousand Five Hundred Dollars

($1,500.00) in advance, without notice or demand, beginning with the Commencement Date and on the same day of each month thereafter during the entire term.

3.02 All monthly rent and other payments required to be made by Lessee hereunder which shall remain unpaid thirty (30) days after their due dates, shall bear interest at the rate of ten percent (10%) per annum until paid. All rent and other payments shall be made at or mailed by United States mail to the following address: City of Pueblo, Finance Dept., 101 W. Riverwalk, Pueblo, CO 81003 or such other address as Lessor may from time to time designate to Lessee in writing. The existence of default interest on unpaid rent shall not alter, nor shall it be construed or interpreted to alter the due date, or confer a grace period, after the due date of the rent as set forth in Section 3.01 above.

3.03 Lessee's obligation to pay rent and other payments to Lessor hereunder is absolute and unconditional and rent or additional rent shall not be offset, abated, reduced or withheld for any cause whatsoever.

3.04 It is the intent of the parties hereto that this Lease be a "net" lease with Lessor incurring no obligation, monetary or otherwise, for any expense of any nature associated with the use and operation of the Leased Premises and any component part thereof by the Lessee.

3.05 The annual ground rent shall be adjusted upon commencement of each renewal term by the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for the twelve-month period ending in the prior calendar year. No annual adjustment shall reduce the rent below the then-current annual ground rent. If the CPI-U is discontinued or substantially altered, the City shall substitute a comparable index published by the U.S. Bureau of Labor Statistics.

Article 4. Use of Leased Premises.

4.01 The Leased Premises shall be used and occupied by Lessee exclusively for commercial purposes associated with or incident to Lessee's established business activities and for such other activities of Lessee as are reasonably incident thereto.

4.02 Lessee shall use the Leased Premises in a careful, safe and proper manner in compliance with all laws and regulations applicable to the Leased Premises and Lessee's use thereof. Lessee shall not cause, maintain or permit any nuisance or waste in, on, or about the Leased Premises.

Article 5. Condition of Premises.

5.01 EXCEPT AS SPECIFICALLY SET FORTH IN THIS LEASE, IT IS UNDERSTOOD AND AGREED THAT LESSOR IS NOT MAKING AND HAS NOT AT ANY TIME, MADE ANY WARRANTY OR REPRESENTATION OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEASED PREMISES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OR REPRESENTATION AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE (OTHER THAN THE COVENANT OF QUIET POSSESSION SET FORTH IN ARTICLE 13 HEREOF), ZONING, PHYSICAL OR ENVIRONMENTAL CONDITIONS, UTILITIES, GOVERNMENTAL APPROVALS, COMPLIANCE OF THE LEASED PREMISES WITH

GOVERNMENTAL LAWS, THE TRUTH, ACCURACY OR COMPLETENESS OF ANY DOCUMENT OR OTHER INFORMATION PROVIDED TO LESSEE BY ANY OTHER PERSON, OR ANY OTHER MATIER OR THING REGARDING THE LEASED PREMISES.

5.02 The taking of possession of the Leased Premises by Lessee after the Commencement Date shall be conclusive evidence that the Lessee accepts the Leased Premises in its then present condition "As Is, Where Is, With All Faults" and that the Leased Premises are in good and satisfactory condition at the time of the commencement of this Lease.

Article 6. Alterations and Improvements.

6.01 Except as otherwise described in **Exhibit A** to this Lease, Lessee shall not make any additions, alterations or improvements in or to the Leased Premises ("Alterations") having a cost in excess of Twenty-Five Thousand Dollars ($25,000) in any one year without Lessor's prior written consent. Lessee shall not permit or allow any lien to be filed or recorded against the Leased Premises or Lessor's interest therein, and Lessee shall fully cooperate with Lessor in obtaining the protection afforded Lessor under Section 38-22-105(2), C.R.S., currently in effect or as subsequently amended. All Alterations made in or to the Leased Premises by Lessee shall become part of the Leased Premises and be surrendered with the Leased Premises at the termination of this Lease.

6.02 Lessee understands and acknowledges that the Leased Premises are subject to restrictive easements and that no structures may be built upon the Leased Premises.

Article 7. Right of Entry.

Lessor, or Lessor's officers, employees, agents and representatives, as the case may be, may enter the Leased Premises during normal business hours upon oral or written notice to Lessee, except notice shall not be required in case of emergency, such as fire.

Article 8. Assignment or Sublease.

Lessee shall not voluntarily or by operation of law assign all or any part of this Lease or Lessee's interest herein without the express written consent of Lessor, which consent will not be unreasonably delayed, conditioned or withheld. Lessor may withhold its consent if the proposed assignee's financial standing and responsibility at the time of the proposed assignment is not sufficient in the Lessor's sole discretion to give assurance of performance and compliance with all terms and conditions of this Lease. Upon such an assignment and consent after the effective date of such assignment and consent, such assignee shall execute, acknowledge and deliver to Lessor an assumption agreement in form and substance satisfactory to Lessor, whereby assignee agrees to observe and keep all the terms, provisions, covenants and conditions to be observed, performed and kept by Lessee hereunder. In the event of such assignment, Lessee shall not be released from any obligations arising or occurring under this Lease. Any assignment or attempted assignment of the Lease or any interest herein by Lessee without Landlord's express written consent shall be null and void. Lessee hereby represents and warrants that by hereby entering into this Lease, it is acting on its own behalf and not as an agent for any other person or entity, including any undisclosed principal. For purposes of this Article, sublease or an attempt to sublease by Lessee shall be considered an "assignment".

Article 9. Insurance and Indemnification.

9.01 Lessee shall indemnify and hold Lessor harmless from and defend Lessor against any and all claims or liability, including cost of defense and reasonable attorney fees, for any injury or damage to Lessee or its officers, agents or employees, or to Lessee's property, or to any third person, or to property of any third person: (a) occurring in, on or about the Leased Premises or any part thereof by or from any cause whatsoever except injury or damage caused by the negligent, wrongful or intentional acts of Lessor, its officers or employees; or (b) arising out of or resulting from the Leased Premises, or any condition thereon, or from Lessee's use and occupancy of the Leased Premises, or any activity conducted thereon.

9.02 Lessee shall secure and maintain in full force and effect, at its expense, during the Tenn and any Renewal Term, if applicable, of this Lease, commercial general liability insurance including personal injury, property damage and contractual coverage in the minimum amount of $1,000,000.00 combined single limits naming Lessor as an additional named insured.

9.03 Lessee shall secure and maintain during the Tenn of this Lease Colorado Worker's Compensation insurance or other similar coverage in the statutorily mandated amounts.

9.04 A copy of each insurance policy, or certificate thereof, issued by an association or company authorized to issue such policy or policies under the law of the State of Colorado containing a provision prohibiting cancellation or material modification of the insurance except after thirty (30) days' notice to Lessor, shall be delivered to the Lessor within thirty (30) days after date of this Lease and thereafter the Lessee will furnish to Lessor evidence of the continuance of the insurance coverage required herein within a reasonable time after the same has been issued.

9.05 Lessee hereby releases Lessor and Lessor's officers, agents, managers, directors, and employees from any and all claims and demands for loss, damages, expense or injury to any person or to personal property occurring on the Leased Premises. Lessee shall each obtain from its respective insurers waivers of all rights of subrogation against Lessor and Lessee shall indemnify Lessor against any loss or expense, including reasonable attorneys' fees, resulting from the failure to obtain such waivers of subrogation.

Article l0. Truces and Assessments.

10.01 Lessee shall pay, before delinquency, any and all property taxes levied or charged against any of the personal property belonging to it and situated on the Leased Premises and any possessory interest real property taxes.

10.02 Lessee shall be solely responsible for the payment of its own true obligations including, but are not limited to, sales and use taxes.

Article 11. Utilities.

If applicable pursuant to Pueblo Municipal Code § 3-1-14, Lessee shall pay, before delinquent, City of Pueblo's combined service fee and all charges for sewer, water, gas, electricity,

telephone and all other utility services furnished to or used in or supplied to the Leased Premises. Lessor shall not be obligated to furnish, provide, or pay for any utilities, facilities or services of any kind.

Article 12. Eminent Domain.

If the whole or substantial part of the Leased Premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose under any statute or by the right of eminent domain, or purchased under threat of such taking, then this Lease shall terminate on the date when the condemning authority takes possession of the Leased Premises or the substantial part thereof. There shall be no apportionment of the award for taking or condemnation, the entire award going to the Lessor, provided Lessee shall have the right to recover any award which may be made for damages to or condemnation of Lessee's movable trade fixtures, equipment, furniture and furnishings or payments for relocation, if any.

Article 13. Quiet Possession.

Lessee shall, and may peacefully have, hold and enjoy the Leased Premises, subject to the other terms hereof, provided that Lessee pays the monthly rent and additional rent herein recited and performs all of Lessee's covenants and agreements contained herein.

Article 14. Default.

14.01 In the event of default at any time by Lessee in the payment of the monthly rent, additional rent, or fees herein provided for, Lessor shall have the right, after five (5) days' notice in writing to Lessee and Lessee's failure within said five (5) day period to cure said default, and in the event of default by Lessee in the performance of any other covenant herein contained, Lessor shall have the right, after fifteen (15) days' notice in writing to Lessee and Lessee's failure within said fifteen (15) day period to cure such default (or if said default does not relate to the payment of money and cannot by its nature be cured within said fifteen (15) day period, then Lessee’s failure to commence the cure within such fifteen (15) day period and thereafter diligently pursue completion of the cure) to undertake and diligently pursue any one or all of the below actions to cure said default:

(a) terminate this Lease and re-enter and take possession of the Leased Premises,

(b) pursue any remedy whatsoever provided by law or equity,

(c) re-enter and take possession of the Leased Premises and use its best efforts to re-let the same for and on account of Lessee for the then full remaining portion of the unexpired Term or Renewal Term of this Lease or for any shorter period, and to collect and receive payment of rent therefore, but no such re-entry or re-letting shall be construed as a termination of this Lease or as a release of Lessee from Lessee's obligation to perform any other covenant herein contained. It is expressly understood and agreed that in the event of any such re-entry or re-retting by Lessor such re-entry shall not operate to terminate this Lease or alter the obligation of Lessee to perform its covenants and to pay monthly rent or additional rent pursuant to the terms hereof unless Lessor expressly so elects pursuant to Section 14.0l(a) above. Lessor shall *in* no way be responsible or liable for any failure to re-let the Leases Premises, or any part thereof, or for any failure to collect

any rent due upon such re-letting. No notice from Lessor hereunder or under a forcible entry and detainer statute or similar law constitutes an election by Lessor to terminate this Lease unless such notice specifically so states. Lessor reserves the right following any such re-entry and/or re-letting to exercise its right to terminate this Lease; and/or

(d) cure the default on Lessee's behalf and at Lessee's expense, in which event, all costs, expenses and reasonable attorney's fees incurred by Lessor in curing the default together with interest thereon at the rate of ten (10) percent per annum shall constitute additional rent payable to Lessor by Lessee upon demand.

14.02 If Lessor does not elect to terminate this Lease but takes possession as provided for in Section 14.01(c), Lessee shall pay to Lessor the monthly rent and other charges at the times and in the manner as herein provided which would be payable if such repossession had not occurred, less the net proceeds, *if* any, of any re-letting of the Leased Premises after deducting all Lessor's reasonable expenses including, without limitation, all repossessions costs, brokerage commissions, legal expenses, attorneys' fees, alterations and repair costs and expenses of preparation of such re-letting.

14.03 In the event the parties hereto become involved in a dispute arising out of this Lease, or the performance or breach thereof, the Court shall award costs, expenses, and attorney fees to the prevailing party.

14.04 If Lessee violates any of the terms and provisions of this Lease or defaults in any of its obligations hereunder other than the payment of monthly rent or other sum payable hereunder, such violation may be restrained or such obligation enforced by injunction at the instance and request of Lessor without the showing of any special damages or an inadequate remedy at law.

14.05 Lessor shall be in default if it fails to perform any material obligation under this Lease and such failure continues for thirty (30) days after written notice from Lessee (or such longer period as reasonably necessary if cure cannot reasonably be completed within such period and Lessor diligently pursues the cure).

Article 15. Waiver and Time of Essence.

No waiver of any breach or breaches of any provision, covenant or condition of this Lease shall be construed to be a waiver of any preceding or succeeding breach of such provision, covenant or condition, or of any other provision, covenant or condition. Acceptance of monthly rent or partial monthly rent by Lessor shall not constitute a waiver of any then existing or subsequent breach or default. Time is of the essence for each and every provision, covenant and condition herein contained and on the part of Lessee to be done and performed.

Article 16. Notices.

16.0 1 All notices, demands or communications of any kind which may be required or desired to be served, given or made by Lessee upon or to Lessor, under the terms of or if connection with this Lease, shall be sufficiently served, given or made (as an alternative to personal service upon Lessor) if such notice, demand or communication is sent by certified United States mail, addressed to:

City of Pueblo
ATTN: Mayor
I City Hall Place, 2nd Floor
Pueblo, CO 81003

with copy to:

City Attorney
101 W. Riverwalk
Pueblo, CO 81003

(or to such other person or address as may be hereafter from time to time be designated for this purpose by Lessor to Lessee in writing).

16.02 All notices, demands or communications of any kind which may be required or desired to be served, given or made by Lessor upon or to Lessee, under the terms of or in connection with this Lease, shall sufficiently served, given or made (as an alternative to personal service upon Lessee) if such notice, demand or communication is sent by certified United States Mail, addressed to:

L.B. Foster Company
415 Holiday Dr.
Building 1
Pittsburgh, PA 15220
Attention: VP, Rail Products

(or to such other person or address as may hereafter from time to time be designated for this purpose by Lessee to Lessor in writing).

Article 17. Environmental Provisions.

17.01 For the purpose of this Lease, "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local government authority, the State of Colorado or the United States government and shall include, but not be limited to (l) substances defined as "hazardous waste", "restricted hazardous waste", "hazardous substance" or "hazardous material" under any applicable federal, state or local law or regulation ("Environmental Regulations"), (2) asbestos-containing materials, (3) PCBs, (4) petroleum or petroleum based products, and (5) lead. Lessee will comply with Environmental Regulations that are applicable to the Lessee and its use of the Leased Premises. No activity shall be undertaken by the Lessee, its employees, agents, licensees, invitees, contractors or subcontractors, on all or any portion of the Leased Premises which would cause or permit: (i) the presence, use, generation, release, discharge, storage or disposal of any Hazardous Material in, on, under, about, or from the Leased Premises or any part thereof in violation of any Environmental Regulations; (ii) any portion of the Leased Premises to become hazardous waste treatment, storage or disposal facility without receiving proper governmental authorization, and in compliance with all Environmental Regulations; or (iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions without receiving proper governmental authorization, and

in compliance with all Environmental Regulations, including, without limitation, the Federal Water Pollution Control Act, U.S.C. Section 1221 et seq. and the Clean Air Act, 42 U.S.C. Section 7401 et seq.

17.02 Lessee agrees to defend, indemnify and forever hold harmless the Leased Premises and Lessor, and their respective agents, successors, and assigns, as their interest may appear, from all claims, losses, damages, penalties, expenses and costs, including, but not limited to, attorneys' fees, remedial, and cleanup costs, incurred by reason of the use, storage, generation, release, discharge, maintenance, disposal, or removal of Hazardous Materials in, on, under, about or from the Leased Premises, or any part thereof, by Lessee, its employees, agents, licensees, invitees, contractors and subcontractors. The provisions of this Article 17 shall expressly survive the expiration of the Term or other termination of this Lease.

17.03 Notwithstanding anything contained in this Article 17 to the contrary, Lessee shall have no responsibility or liability for (a) Hazardous Materials existing on, under or about the Leased Premises prior to the Commencement Date, or (b) Hazardous Materials introduced to the Leased Premises by parties other than Lessee or its employees, agents, licensees, invitees, contractors or subcontractors.

Article 18. F.A.A. Lease Requirements:

18.01 This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between Lessor and the United States, relative to the use, development, operation, or maintenance of the Pueblo Memorial Airport ("Airport").

18.02 Lessee shall comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations with respect to the construction of any structure or building on the Leased Premises, or in the event of any planned modification or alteration of any present or future building or structure on the Leased Premises.

18.03 It is understood and agreed that nothing contained in this Lease shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act.

18.04 Lessor reserves for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation or flight in said airspace, and for use of said airspace for landing on, taking off from, or operations on or over the Airport.

18.05 Lessee by accepting this Lease expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure, building or object nor permit the growth of any tree on the Leased Premises to a height not to exceed thirty-five (35) feet above ground level. In the event the aforesaid covenant is breached, Lessor reserves the right to enter upon the Leased Premises and to remove the offending structure or object or cut the offending tree, all of which shall be at the expense of the Lessee.

18.06 Lessee shall not make use of the Leased Premises in any manner which might

interfere with the landing or taking off of aircraft at the Airport, or otherwise constitute a hazard to aviation. In the event the aforesaid covenant is breached, Lessor reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of the Lessee.

Article 19. Miscellaneous Provisions.

19.01 Colorado Law. This Lease shall be governed by the laws of the State of Colorado and shall be construed in accordance therewith without reference to such State's choice of law and/or conflict of law principles.

19.02 Writing for Waiver or Modification. No provision of this Lease may be waived or modified except by an agreement in writing signed by the parties hereto. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

19.03 Binding Effect. This Lease sets forth the entire and complete understanding and agreement of the parties hereto. Lessee acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties of Lessor except such as are expressed herein. This Lease shall be binding on the parties, their successors and approved assigns.

19.04 Construction. Throughout this Lease, the singular shall include the plural; the plural shall include the singular; and the masculine and neuter shall include the feminine, wherever the context so requires.

19.05 Text to Control. The headings of sections are included solely for convenience of reference. If any conflict between any heading and the text of this Lease exists, the text shall control.

19.06 Severability. If any provision of this Lease is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions. On the contrary, such remaining provisions shall be fully severable, and this Lease shall be construed and enforced as if such invalid provisions had never been inserted in the Lease.

19.07 Venue and Jury Trial. Lessor and Lessee agree that the venue for all actions or causes of action relating to this Lease or the Leased Premises shall be Pueblo County, Colorado. All such actions shall be filed in the District Court, County of Pueblo, State of Colorado, and Lessor and Lessee submit to the personal and subject matter jurisdiction of that Court. To the extent allowed by law, each party hereby waives its right to a jury trial.

19.08 Lessee's Warranties. Lessee and the persons signing this Lease on behalf of Lessee represent and warrant that such parties and Lessee have the requisite power and authority to enter into, execute and deliver the Lease and that this Lease is a valid and legally binding obligation of Lessee enforceable against Lessee in accordance with its terms.

19.09 Time of Essence. Time shall be of the essence as to the performance of all terms, conditions and obligations under this Lease.

19.10 Third Parties. The provisions of this Lease are and will be for the benefit of Lessor

and Lessee only and not for the benefit of any third party, and accordingly, no third party shall have any right or remedy hereunder or the right to enforce any provision of this Lease

19.11 Brokerage Commission. Lessor and Lessee each represent to the other that they have not entered into any agreement or incurred any obligation in connection with the Lease transaction which might result in the obligation to pay a brokerage commission to any brother. Each party shall indemnify and hold the other party harmless from and against any claim or demand by any broker or other person for bringing about this Lease who claim to have dealt with such indemnifying party, including all expenses incurred in defending any such claim or demand (including reasonable attorney's fees).

19.12 Hold Over. If Lessee shall hold over after the expiration of the term or any renewal term of this Lease, without a signed renewal or new Lease, then Lessee shall be deemed a Lessee from month to month on all of the terms and conditions set forth in this Lease, except that the monthly rental due under Article 3 hereof shall increase by ten percent (10%) over the rent being charged on the last month prior to the hold over. Nothing in this Section shall be construed as permission of the Lessor to hold over beyond the expiration of the Term or any Renewal Term of this Lease.

19.13 Consequential Damages. Neither party shall be liable to the other for consequential, incidental, special, exemplary or punitive damages arising out of this Lease.

IN WITNESS WHEREOF, Lessor and Lessee, by their duly authorized representatives have executed this Lease on the day and year first above written.

[Signature Page Follows]

[SEAL]

_____ City Clerk
City of Pueblo, Colorado
a Colorado Municipal Corporation

_____
Heather Graham, Mayor

L.B. Foster Company
a Pennsylvania Corporation

By: _____

Its: _____

STATE OF _____

COUNTY OF_____

)
) ss.
)

The foregoing instrument was acknowledged before me this ___ day of _____2026 by _____as _____of L.B. Foster Company, a Pennsylvania Corporation.

Witness my hand and official seal.

My commission expires:

[SEAL]

_____

Exhibit A

Alterations Allowed by Lessor

Notwithstanding anything in the Lease to the contrary, Lessee shall have the right, at Lessee's sole cost and expense, and without obtaining Lessor's prior consent, to perform the following alterations and improvements to the Leased Premises:

1. Access improvements providing vehicular and pedestrian access between the Leased Premises and the cul-de-sac located on Walt Basset Avenue and between the Leased Premises and the adjacent tract to the northwest owned by Lessee, including associated grading, paving, curbs, drainage improvements, utility relocations, fence modifications or removal, and related site work. Any improvements must meet all applicable standards under Pueblo Municipal Code.

2. Extension of rail facilities, including extension of the existing rail spur into the Leased Premises, together with all tracks, switches, crossings, ballast, grading, drainage improvements, signaling equipment and related rail infrastructure.

3. Installation, relocation and modification of lighting, electrical facilities, utility lines, utility infrastructure, communication facilities and related improvements serving the Leased Premises or Lessee's operations thereon.

Lessee shall be responsible for obtaining all permits or approvals necessary to commence any work proposed under this Exhibit A.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 10, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Elizabeth Drake, Assistant City Attorney
Barb Huber, Fire Chief

SUBJECT: AN ORDINANCE AMENDING CHAPTER 2 OF TITLE III OF THE PUEBLO MUNICIPAL CODE RELATING TO FIRE BANS, SMOKING, FIREWORKS AND OPEN BURNING ADDING SECTIONS 7 THROUGH 16

SUMMARY:

Attached is an Ordinance which adopts sections to regulate fireworks, smoking, open burning, etc., relating to fire regulations and safety outside of the International Fire Code.

PREVIOUS COUNCIL ACTION:

These ordinances are currently located in Article II of Chapter 2 of Title III governing the adoptions and amendments of the International Fire Code. They were adopted in 1975 and have been amended several times over the years.

BACKGROUND:

These sections are fire regulations, such as smoking (clean air act), open burning, and fireworks that are independent of the International Fire Code (I.F.C.). Adoption of changes to the I.F.C. require publication. As such, moving them to the section not associated with I.F.C. made for a more clean and concise revision to the code. At the same time, these codes have been updated.

FINANCIAL IMPLICATIONS:

Adopting the code has no cost to City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to enact this Ordinance results in the City not having any ordinances governing the included public safety issues.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Ordinance
2. Ordinance - Red Line

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 2 OF TITLE III OF THE PUEBLO MUNICIPAL CODE RELATING TO FIRE BANS, SMOKING, FIREWORKS AND OPEN BURNING ADDING SECTIONS 7 THROUGH 16

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

SECTION 1.

Sections 3-2-7 through 3-2-16 are hereby added to read as follows:

Sec. 3-2-7. Smoking in various establishments; rooms permissible; notice.

(a) Retail Stores. It shall be unlawful for any person to ignite any match or flammable material, or to smoke any cigar, cigarette or pipe, in any retail store where there are sold dry goods, pyroxylin plastics, curtains, draperies, scarves, neckties, dresses, underwear, bedding, bunting, decorating material, linen or similar highly flammable materials or products, except in such room or rooms as may be designated as smoking rooms and used for that purpose. The floor or covering of such rooms shall be incombustible and such rooms shall be well ventilated to the outside of the building. Such smoking rooms shall be approved by the Chief of the Fire Department. "NO SMOKING" signs shall be posted on each floor in such establishments.

(b) Places of Public Assembly. It shall be unlawful for any person to ignite any match or flammable material, or to smoke any cigar, cigarette or pipe in any theater, opera house, auditorium or place of public assembly.

(c) Public Elevators. It shall be unlawful to smoke any cigarette, cigar or pipe, or to carry any lighted cigarette, cigar or pipe into any public elevator in the City. "NO SMOKING" signs shall be posted and maintained in all public elevators by the owner or lessee.

(d) Service Stations. It shall be unlawful to smoke around gasoline service stations and garages where gasoline and other flammable fluids are being handled or dispensed. A plainly printed notice of "NO SMOKING" shall be posted in a conspicuous place by the owner or lessee of the service station or garage.

(e) Hotels, etc. Any person who by smoking or attempting to light or smoke cigarettes, cigars, pipes or tobacco in any manner in which lighters or matches are employed who shall in a careless, reckless or negligent manner whatsoever, whether willfully or wantonly or not, set fire to any bedding, carpet, curtain, drapes, furniture, house or household furnishings or other equipment or appurtenances in or to any hotel or other building of like occupancy shall be guilty of a violation of this Code. In each sleeping room of all hotels, rooming houses,

lodging house and other places of public abode, a plainly printed notice shall be posted in a conspicuous place, by the owner or lessee advising tenants of the provisions of this Section.

(f) Public Conveyances. It shall be unlawful to smoke or carry a lighted cigar, pipe or cigarette on any motor bus or other public conveyance operating on established schedules within the City. A plainly printed notice of "NO SMOKING" shall be posted in a conspicuous place on each transportation vehicle.

(g) Failure of any business or establishment to post the requisite "NO SMOKING" sign as required by this section commits a Class two municipal offense; each day that a violation continues shall be deemed a separate offense. All other violations of this section shall be a Class one municipal offense.

Sec. 3-2-8. Open burning; incinerators; ashes.

(a) No person shall burn or permit to be burned on any premises owned or controlled by him or her, or on any public street, alley or other land adjacent to such premises, any rubbish, wastepaper, trash, wood or other combustible material.

(b) No ashes shall be kept or deposited in any part of the City except in a secure, noncombustible room or receptacle constructed of such materials and of such design and so located that ashes deposited or kept therein cannot be blown or carried therefrom by wind, and that no fire can be communicated therefrom to fences, buildings or any combustible material.

(c) For purposes of enforcement of this Section, the Fire Department and the Police Department are hereby directed to report all violations hereof involving a specific health concern to the Health Department and to render to the Health Department such aid and assistance as may be necessary to the enforcement of this Section.

(d) For emergency situations or as necessary to protect the public safety, health or welfare, a permit for open burning may be issued in accordance with the requirements of the Pueblo Municipal Code, and the Colorado Air Pollution and Control Act.

(e) This Section shall not apply to:

(1) Fires used for the noncommercial preparation of food for human consumption.

(2) Fires for instructional or recreational purposes.

(3) Portable outdoor fireplaces.

(f) Violation of this Section is a Class one municipal offense.

(g) Nothing contained in this Section shall prohibit the burning of weeds upon land zoned for agricultural use, provided that such burning be done in compliance with all applicable ordinances of the City, state statutes and the rules and regulations of any city or state agency or board and only after issuance of a permit from the Fire Department.

Sec. 3-2-9. Burn restrictions and burn bans.

After review and approval by the Mayor, the Chief of the Fire Department is authorized to issue a burn restriction or burn ban as deemed necessary when local conditions make recreational fire, open burning other open flames or similar activities, including activities otherwise permitted under this Chapter 2 of Title III of this Code, hazardous or objectionable. It shall be unlawful, and a Class one municipal offense for any person to knowingly violate, disobey, omit, neglect, refuse or fail to comply with or resist the enforcement of any issued burn restriction or burn bans, and such person. No permit shall be issued or otherwise effective to the extent the activity permitted by such permit would be contrary to or in violation of a burn restriction or burn ban.

Sec. 3-2-10. Definitions.

As used in this Chapter, unless the context otherwise required:

(1) Fireworks.

a. *Fireworks* means any article, device or substance prepared for the primary purpose of producing a visual or auditory sensation by combustion, explosion, deflagration or detonation, including, without limitation, the following articles and devices commonly known and used as fireworks, but excluding those devices, articles or substances described in paragraph (1)b below: toy cannons or toy canes in which explosives are used, blank cartridges, the type of balloon which requires fire underneath to propel the same, firecrackers, torpedoes, skyrockets, rockets, bottle rockets, Roman candles, Day-Glo bombs and torches, or other fireworks of like construction and any fireworks containing any explosive or flammable compound, or any tablets or other device containing any explosive substance.

b. *Fireworks* does not include:

1. The following articles, devices or substances which may be commonly known and used as fireworks do not produce an auditory sensation and are not propelled or made airborne by combustion, explosion, deflagration or detonation: smoke-bombs, fountains, flower-towers or similar devices or articles.

2. Toy caps which do not contain more than twenty-five hundredths (.25) of a grain of explosive compound per cap;

3. Sparklers, trick matches, cigarette loads, trick noisemakers, toy smoke devices and novelty auto alarms; and

4. Highway flares, railway fuses, ship distress signals, smoke candles and signaling devices for emergency purposes.

(2) *Manufacturer* includes any wholesaler and any person who manufactures, makes, constructs or produces any fireworks article or device.

(3) *Person* includes an individual, partnership, firm, company, association or corporation.

(4) *Retailer* includes any person who sells, delivers, consigns or furnishes fireworks to another person not for resale.

(5) *Wholesaler* includes any person who sells, delivers, consigns, gives or in any way furnishes fireworks to a retailer for resale.

Sec. 3-2-11. Unlawful to sell or use certain types of fireworks.

It shall be unlawful, and a Class one municipal offense in the City for any person to possess any fireworks, or to offer for sale, expose for sale, sell or have in his or her possession with intent to offer for sale, sell, use or explode any fireworks.

Sec. 3-2-12. Items not considered fireworks; permits for sale.

(a) Those items listed in Section 3-2-51 which are not included as fireworks are sold in any temporary or permanent place of business shall only be sold in a B-3, B-4, I-1, I-2 or I-3 Zone District as defined in Title XVII of this Code; provided, however, that the sale of the same in any temporary or permanent place of business shall be restricted to the period of seven (7) days prior to the Fourth of July in each year, and the use thereof if obtained from a temporary or permanent place of business shall be restricted to the hours between 7:00 a.m. and 12:00 midnight on the Fourth of July.

(b) Any person wishing to sell those items described in this Chapter which are not considered fireworks and are sold in any temporary place of business shall obtain a permit therefor. Application for a permit to sell such items for each location shall be made by June 15 of each year. A permit fee of one hundred and fifty dollars ($150.00) shall be charged for each location and shall be paid to the City license officer in the Finance Department. Seventy-five dollars ($75.00) of the permit fee shall be refunded to the applicant if the site of the sale of these items is cleaned of all stands, refuse and debris constructed or caused by said sale to the satisfaction of the Chief of the Fire Department, or his or her authorized representative, by July 10 of each year. No permit granted hereunder shall be transferrable.

(c) No person shall be issued a permit to sell those items described in Section 3-2-10(1)(b) which are not considered fireworks if he or she has been convicted of any offense involving the possession, sale, transportation or use of fireworks within a period of two (2) years prior to the time application for a permit is made.

(d) Failure to comply with these ordinances or Federal or State laws and regulations is grounds for revocation of a permit. Additionally, no person will be granted a permit for sale if they have violated said rules and regulations or had their permit revoked in the last five (5) years.

Sec. 3-2-13. Regulations and permits for display.

(a) The requirements of this Chapter shall be in addition to the regulations contained in the International Fire Code previously adopted by Section 3-2-21 et. seq. of this Code. This Chapter shall govern should there be any inconsistency between the International Fire Code and this Code.

(b) The Chief of the Fire Department shall have the power to adopt reasonable rules and regulations for the granting of permits for supervised public display of fireworks at any time by fair associations, amusements parks and other organizations or groups of individuals. Such rules and regulations may provide minimum qualifications for persons conducting and supervising a display as pyrotechnic operators. Every such display shall be handled by a qualified operator who shall be approved by the Chief of the Fire Department. Every display shall be of such character and so located that, in the opinion of the Chief of the Fire Department, such display shall not be hazardous to property or endanger any person.

(c) Any person wishing to conduct a fireworks display shall obtain a permit therefore from the Chief of the Fire Department or his or her authorized representative. Application for a permit shall be made in writing not less than fourteen (14) days prior to the date of the display. Application shall be made upon a form adopted by the Fire Chief which shall: identify the applicant; identify the operator who shall conduct and supervise the display; state the qualifications and expertise of the operator; identify the premises where the display will be conducted; and contain a signed written consent of the owner of said premises to the display being conducted upon his or her property. A permit fee of thirty dollars ($30.00) shall accompany the application and shall be collected by the License Officer in the Finance Department. No permit granted hereunder shall be transferable.

(d) It shall be unlawful to store, house or keep those items described in Section 3-2-10(1)(b) which are not considered fireworks in any building or structure unless such building or structure is provided with a sprinkler system that is properly constructed and maintained according to the International Fire Code and the International Building Code.

Sec. 3-2-14. Bonds and insurance.

(a) Any person selling those items not considered fireworks in a temporary place of business, or conducting a fireworks display, shall execute and file with the License Officer a license and performance bond in the penal naming the City of Pueblo as obligee and conditioned upon full compliance with the provisions of this Chapter in the sum of one thousand dollars ($1,000) per location for those engaging in temporary place of business, and two thousand dollars ($2,000) per display for those conducting a fireworks display.

(b) Any person conducting a fireworks display shall, in addition to a performance bond, also obtain a comprehensive general liability insurance policy to cover injury and damage to persons and property caused as a result of the display. Said policy shall be in amounts of not less than one million dollars ($1,000,000) per occurrence and aggregate for both personal injury, including bodily injury and death, and property damage.

Sec. 3-2-15. Interpretation.

This Chapter shall not be construed to prohibit:

(1) Any person, including a manufacturer, who has first obtained a state license to sell display fireworks, from possessing, offering for sale, exposing for sale, selling or having in his or her possession with intent to offer for sale, or sell, fireworks in any municipality, fair association, amusement park or other organization or group holding a display permit issued as provided in this Chapter, or to the Colorado State Fair and Industrial Exposition Commission or to any county or district fair duly organized under the laws of the State;

(2) Any person from using or exploding fireworks in accordance with the provisions of any display permit issued as provided in this Chapter or as part of a supervised public display at the Colorado State Fair and Industrial Exposition or any county or district fair organized under the laws of the State;

(3) Any resident manufacturer from manufacturing and selling or any resident wholesaler, dealer or jobber from selling fireworks at wholesale, provided that: (a) the Fire Chief issues a permit for each sale; (b) the sale does not occur from a temporary place of business; and (c) the fireworks are shipped directly from the manufacturer, wholesaler, dealer or jobber to the wholesale purchaser out of state through a commercial shipper authorized by the United States Interstate Commerce Commission to ship explosives and other dangerous articles.

(4) The use of fireworks by railroads or other transportation agencies for signal purposes or illumination, the sale or use of blank cartridges for a show or theater, signal or ceremonial purposes in athletics or sports, or use by military organizations, or the use of fireworks for agricultural purposes under conditions approved by the City Council;

(5) Any person from possessing, offering for sale, exposing for sale, selling, having in his or her possession with intent to offer for sale or sell, or using or firing toy pistols, toy guns, sparklers or other devices for which caps are manufactured, except as provided in this Chapter; or

(6) The importation, purchase, sale or possession of fireworks which are used or to be used solely to prevent damage to crops by animals or birds upon lands zoned for agricultural use, the sale and use of which shall be governed by rules and regulations adopted by the State.

Sec. 3-2-16. Seizure of fireworks.

The Chief of Police or his or her authorized agent may seize, take and remove, at the expense of the owner, all stocks of fireworks or combustibles offered or exposed for sale, stored or held in violation of this Chapter. Any violation of this chapter is considered a nuisance.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 2 OF TITLE III OF THE PUEBLO MUNICIPAL CODE RELATING TO FIRE BANS, SMOKING, FIREWORKS AND OPEN BURNING ADDING SECTIONS 7 THROUGH 16

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

SECTION 1.

Sections 3-2-7 through 3-2-16 are hereby added to read as follows:

Sec. 3-2-7. Smoking in various establishments; rooms permissible; notice.

(a) Retail Stores. It shall be unlawful for any person to ignite any match or flammable material, or to smoke any cigar, cigarette or pipe, in any retail store where there are sold dry goods, pyroxylin plastics, curtains, draperies, scarves, neckties, dresses, underwear, bedding, bunting, decorating material, linen or similar highly flammable materials or products, except in such room or rooms as may be designated as smoking rooms and used for that purpose. The floor or covering of such rooms shall be incombustible and such rooms shall be well ventilated to the outside of the building. Such smoking rooms shall be approved by the Chief of the Fire Department. "NO SMOKING" signs shall be posted on each floor in such establishments.

(b) Places of Public Assembly. It shall be unlawful for any person to ignite any match or flammable material, or to smoke any cigar, cigarette or pipe in any theater, opera house, auditorium or place of public assembly. This prohibition does not apply to religious organization gathering in an enclosed building, except this does not allow smoking without a variance. Any religious organization conducting a gathering outside of an enclosed building may apply and be granted a variance from the Fire Chief or his or her designee; said variance will take into account state and local fire ban restrictions and may include appropriate restrictions for health and safety.

(c) Public Elevators. It shall be unlawful to smoke any cigarette, cigar or pipe, or to carry any lighted cigarette, cigar or pipe into any public elevator in the City. "NO SMOKING" signs shall be posted and maintained in all public elevators by the owner or lessee.

(d) Service Stations. It shall be unlawful to smoke around gasoline service stations and garages where gasoline and other flammable fluids are being handled or dispensed. A plainly printed notice of "NO SMOKING" shall be posted in a conspicuous place by the owner or lessee of the service station or garage.

(e) Hotels, etc. Any person who by smoking or attempting to light or smoke cigarettes, cigars, pipes or tobacco in any manner in which lighters or matches are employed who shall in a careless, reckless or negligent manner whatsoever, whether willfully or wantonly or not, set fire to any bedding, carpet, curtain, drapes, furniture, house or household furnishings or other equipment or appurtenances in or to any hotel or other building of like occupancy shall be guilty of a violation of this Code. In each sleeping room of all hotels, rooming houses, lodging house and other places of public abode, a plainly printed notice shall be posted in a conspicuous place, by the owner or lessee advising tenants of the provisions of this Section.

(f) Public Conveyances. It shall be unlawful to smoke or carry a lighted cigar, pipe or cigarette on any motor bus or other public conveyance operating on established schedules within the City. A plainly printed notice of "NO SMOKING" shall be posted in a conspicuous place on each transportation vehicle.

(g) Failure of any business or establishment to post the requisite "NO SMOKING" sign as required by this section commits a Class two municipal offense; each day that a violation continues shall be deemed a separate offense. All other violations of this section shall be a Class one municipal offense.

Sec. 3-2-8. Open burning; incinerators; ashes.

(a) No person shall burn or permit to be burned on any premises owned or controlled by him or her, or on any public street, alley or other land adjacent to such premises, any rubbish, wastepaper, trash, wood or other combustible material.

(b) No ashes shall be kept or deposited in any part of the City except in a secure, noncombustible room or receptacle constructed of such materials and of such design and so located that ashes deposited or kept therein cannot be blown or carried therefrom by wind, and that no fire can be communicated therefrom to fences, buildings or any combustible material.

(c) For purposes of enforcement of this Section, the Fire Department and the Police Department are hereby directed to report all violations hereof involving a specific health concern to the Health Department and to render to the Health Department such aid and assistance as may be necessary to the enforcement of this Section.

(d) For emergency situations or as necessary to protect the public safety, health or welfare, a permit for open burning may be issued in accordance with the requirements of the Pueblo Municipal Code, and the Colorado Air Pollution and Control Act.

(e) This Section shall not apply to:

(1) Fires used for the noncommercial preparation of food for human consumption.

(2) Fires for instructional or recreational purposes.

(3) Portable outdoor fireplaces.

(f) Violation of this Section is a Class one municipal offense.

(g) Nothing contained in this Section shall prohibit the burning of weeds upon land zoned for agricultural use, provided that such burning be done in compliance with all applicable ordinances of the City, state statutes and the rules and regulations of any city or state agency or board and only after issuance of a permit from the Fire Department.

Sec. 3-2-9. Burn restrictions and burn bans.

After review and approval by the Mayor, the Chief of the Fire Department is authorized to issue a burn restriction or burn ban as deemed necessary when local conditions make recreational fire, open burning other open flames or similar activities, including activities otherwise permitted under this Chapter 2 of Title III of this Code, hazardous or objectionable. It shall be unlawful, and a Class one municipal offense for any person to knowingly violate, disobey, omit, neglect, refuse or fail to comply with or resist the enforcement of any issued burn restriction or burn bans, and such person. ~~No permit shall be issued or otherwise effective to the extent the activity permitted by such permit would be contrary to or in violation of a burn restriction or burn ban.~~ A permit may be issued for a variance by the Fire Chief or his or her designee but will taking into account any burn restrictions or burn bans and may include appropriate health and safety restrictions.

Sec. 3-2-10. Definitions.

As used in this Chapter, unless the context otherwise required:

(1) Fireworks.

a. *Fireworks* means any article, device or substance prepared for the primary purpose of producing a visual or auditory sensation by combustion, explosion, deflagration or detonation, including, without limitation, the following articles and devices commonly known and used as fireworks, but excluding those devices, articles or substances described in paragraph (1)b below: toy cannons or toy canes in which explosives are used, blank cartridges, the type of balloon which requires fire underneath to propel the same, firecrackers, torpedoes, skyrockets, rockets, bottle rockets, Roman candles, Day-Glo bombs and torches, or other fireworks of like construction and any fireworks containing any explosive or flammable compound, or any tablets or other device containing any explosive substance.

b. *Fireworks* does not include:

1. The following articles, devices or substances which may

be commonly known and used as fireworks do not produce an auditory sensation and are not propelled or made airborne by combustion, explosion, deflagration or detonation: smoke-bombs, fountains, flower-towers or similar devices or articles.

2. Toy caps which do not contain more than twenty-five hundredths (.25) of a grain of explosive compound per cap;

3. Sparklers, trick matches, cigarette loads, trick noisemakers, toy smoke devices and novelty auto alarms; and

4. Highway flares, railway fuses, ship distress signals, smoke candles and signaling devices for emergency purposes.

(2) *Manufacturer* includes any wholesaler and any person who manufactures, makes, constructs or produces any fireworks article or device.

(3) *Person* includes an individual, partnership, firm, company, association or corporation.

(4) *Retailer* includes any person who sells, delivers, consigns or furnishes fireworks to another person not for resale.

(5) *Wholesaler* includes any person who sells, delivers, consigns, gives or in any way furnishes fireworks to a retailer for resale.

Sec. 3-2-11. Unlawful to sell or use certain types of fireworks.

It shall be unlawful, and a Class one municipal offense in the City for any person to possess any fireworks, or to offer for sale, expose for sale, sell or have in his or her possession with intent to offer for sale, sell, use or explode any fireworks.

Sec. 3-2-12. Items not considered fireworks; permits for sale.

(a) Those items listed in Section 3-2-51 which are not included as fireworks are sold in any temporary or permanent place of business shall only be sold in a B-3, B-4, I-1, I-2 or I-3 Zone District as defined in Title XVII of this Code; provided, however, that the sale of the same in any temporary or permanent place of business shall be restricted to the period of seven (7) days prior to the Fourth of July in each year, and the use thereof if obtained from a temporary or permanent place of business shall be restricted to the hours between 7:00 a.m. and 12:00 midnight on the Fourth of July.

(b) Any person wishing to sell those items described in this Chapter which are not considered fireworks and are sold in any temporary place of business shall obtain a permit therefor. Application for a permit to sell such items

for each location shall be made by June 15 of each year. A permit fee of one hundred and fifty dollars ($150.00) shall be charged for each location and shall be paid to the City license officer in the Finance Department. Seventy-five dollars ($75.00) of the permit fee shall be refunded to the applicant if the site of the sale of these items is cleaned of all stands, refuse and debris constructed or caused by said sale to the satisfaction of the Chief of the Fire Department, or his or her authorized representative, by July 10 of each year. No permit granted hereunder shall be transferrable.

(c) No person shall be issued a permit to sell those items described in Section 3-2-10(1)(b) which are not considered fireworks if he or she has been convicted of any offense involving the possession, sale, transportation or use of fireworks within a period of two (2) years prior to the time application for a permit is made.

(d) Failure to comply with these ordinances or Federal or State laws and regulations is grounds for revocation of a permit. Additionally, no person will be granted a permit for sale if they have violated said rules and regulations or had their permit revoked in the last five (5) years.

Sec. 3-2-13. Regulations and permits for display.

(a) The requirements of this Chapter shall be in addition to the regulations contained in the International Fire Code previously adopted by Section 3-2-21 et. seq. of this Code. This Chapter shall govern should there be any inconsistency between the International Fire Code and this Code.

(b) The Chief of the Fire Department shall have the power to adopt reasonable rules and regulations for the granting of permits for supervised public display of fireworks at any time by fair associations, amusements parks and other organizations or groups of individuals. Such rules and regulations may provide minimum qualifications for persons conducting and supervising a display as pyrotechnic operators. Every such display shall be handled by a qualified operator who shall be approved by the Chief of the Fire Department. Every display shall be of such character and so located that, in the opinion of the Chief of the Fire Department, such display shall not be hazardous to property or endanger any person.

(c) Any person wishing to conduct a fireworks display shall obtain a permit therefore from the Chief of the Fire Department or his or her authorized representative. Application for a permit shall be made in writing not less than fourteen (14) days prior to the date of the display. Application shall be made upon a form adopted by the Fire Chief which shall: identify the applicant; identify the operator who shall conduct and supervise the display; state the qualifications and expertise of the operator; identify the premises where the display will be conducted; and contain a signed written consent of the owner of said premises to the display being conducted upon his or her property. A permit fee of thirty dollars ($30.00) shall accompany the application and shall be collected by the License Officer in the Finance Department. No permit granted hereunder shall be transferable.

(d) It shall be unlawful to store, house or keep those items described in Section 3-2-10(1)(b) which are not considered fireworks in any building or structure unless such building or structure is provided with a sprinkler system that is properly constructed and maintained according to the International Fire Code and the International Building Code.

Sec. 3-2-14. Bonds and insurance.

(a) Any person selling those items not considered fireworks in a temporary place of business, or conducting a fireworks display, shall execute and file with the License Officer a license and performance bond in the penal naming the City of Pueblo as obligee and conditioned upon full compliance with the provisions of this Chapter in the sum of one thousand dollars ($1,000) per location for those engaging in temporary place of business, and two thousand dollars ($2,000) per display for those conducting a fireworks display.

(b) Any person conducting a fireworks display shall, in addition to a performance bond, also obtain a comprehensive general liability insurance policy to cover injury and damage to persons and property caused as a result of the display. Said policy shall be in amounts of not less than one million dollars ($1,000,000) per occurrence and aggregate for both personal injury, including bodily injury and death, and property damage.

Sec. 3-2-15. Interpretation.

This Chapter shall not be construed to prohibit:

(1) Any person, including a manufacturer, who has first obtained a state license to sell display fireworks, from possessing, offering for sale, exposing for sale, selling or having in his or her possession with intent to offer for sale, or sell, fireworks in any municipality, fair association, amusement park or other organization or group holding a display permit issued as provided in this Chapter, or to the Colorado State Fair and Industrial Exposition Commission or to any county or district fair duly organized under the laws of the State;

(2) Any person from using or exploding fireworks in accordance with the provisions of any display permit issued as provided in this Chapter or as part of a supervised public display at the Colorado State Fair and Industrial Exposition or any county or district fair organized under the laws of the State;

(3) Any resident manufacturer from manufacturing and selling or any resident wholesaler, dealer or jobber from selling fireworks at wholesale, provided that: (a) the Fire Chief issues a permit for each sale; (b) the sale does not occur from a temporary place of business; and (c) the fireworks are shipped directly from the manufacturer, wholesaler, dealer or jobber to the wholesale purchaser out of state through a commercial shipper authorized by the United States Interstate Commerce Commission to ship explosives and other dangerous articles.

(4) The use of fireworks by railroads or other transportation agencies for signal purposes or illumination, the sale or use of blank cartridges for a show or theater, signal or ceremonial purposes in athletics or sports, or use by military organizations, or the use of fireworks for agricultural purposes under conditions approved by the City Council;

(5) Any person from possessing, offering for sale, exposing for sale, selling, having in his or her possession with intent to offer for sale or sell, or using or firing toy pistols, toy guns, sparklers or other devices for which caps are manufactured, except as provided in this Chapter; or

(6) The importation, purchase, sale or possession of fireworks which are used or to be used solely to prevent damage to crops by animals or birds upon lands zoned for agricultural use, the sale and use of which shall be governed by rules and regulations adopted by the State.

Sec. 3-2-16. Seizure of fireworks.

The Chief of Police or his or her authorized agent may seize, take and remove, at the expense of the owner, all stocks of fireworks or combustibles offered or exposed for sale, stored or held in violation of this Chapter. Any violation of this chapter is considered a nuisance.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk