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

MONDAY, AUGUST 24, 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 Micah Aragon, Pueblo Christian Center

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

E1 Mayoral Proclamation Presentation: "Andrew Hayes Day - August 24, 2026" — Andrew Hayes, Director of Public Works

E2 Mayoral Proclamation Presentation: "Kim Bowman Day - August 31, 2026" — Kim Bowman, Executive Director of Posada, Inc.

E3 Proclamation Presentation: "Mental Health & Suicide Prevention Awareness Day - September 5, 2026" - Tonya Johnson, Chair and Co-founder of the Mental Wellness Task Force of SoCo & Genevieve Gonzales, Co-chair of the Mental Wellness Task Force of SoCo & Nanci Gonzalez, Chair of the Suicide Prevention Coalition of Pueblo County

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 August 10, 2026, as distributed.

J1 City Council Minutes 08/10/26

K. CONSENT AGENDA

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

Agenda and considered under the Regular Agenda. Unless otherwise indicated, titles are self-explanatory.

L. COMMUNICATIONS

M. RESOLUTIONS

M1 A Resolution ratifying the award of an emergency construction contract in the amount of $295,504.20 to Russ Grading & Excavating LLC, A Colorado Limited Liability Company, for Project No. 25-012 (SWAN03) — for emergency storm sewer point repair on 10th Street and Conley Street and approving a change order in the amount of $62,485.12 for additional work and materials, and authorizing and approving the Purchasing Agent's execution of the same

M2 A Resolution preliminarily determining that the Petition for the Annexation of the 89.93-acre area commonly known as the Pueblo Masterplan Communities, Annexation No. 1 is valid under the provisions of Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1), tabling Final Action on the Petition for a period of not more than 180 days, and referring the Petition to the Planning and Zoning Commission for review and recommendation

M3 A Resolution confirming the appointment by the Mayor of Janelle Quick and Shannon Vargas to serve a three-year term expiring August 31, 2029, on the El Centro del Quinto Sol Recreation Center Board of Directors

M4 A Resolution confirming the appointment by the Mayor of Heather Black to complete a three-year term expiring December 31, 2027, on the Pueblo Human Relations Commission

M5 A Resolution authorizing the issuance of a Revocable Permit (REV-26-24) to the YMCA of Pueblo for the use of the outer lanes of Spaulding Avenue (both directions) between the north entrance of the YMCA and Pueblo Boulevard (both directions) between Spaulding Avenue and its north-eastern terminus for the 5K run/walk Corporate Cup event

M6 A Resolution approving compensation with respect to a Legal Services Agreement with Fairfield & Woods, P.C.

M7 A Resolution accepting the letter of agreement regarding procedures outlined between Pueblo Airport Traffic Control Tower, ARFF, and the City of Pueblo Department of Aviation

M8 A Resolution concerning the assessment of costs for the demolition and abatement of dangerous structures upon the property located at 125 E. 7th Street within the City of Pueblo and setting a date for Council hearing thereon

M9 A Resolution establishing the Airport Policy Advisory Committee

M10 A Resolution confirming the appointment by the Mayor of Thomas Slavonik, Bill Evans, Vance Crocker, and Reese Hays to serve terms on the Airport Policy Advisory Committee

N. ORDINANCES – FIRST PRESENTATION

N1 An Ordinance approving and accepting a Colorado Resource for Emergency and Trauma Education (CREATE) grant establishing project no. PS2609 for Emergency and Trauma Education grant, and budgeting and appropriating grant funds in the amount of $22,500

N2 An Ordinance approving a Contribution Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Martinez Property Holdings, Inc., a New Mexico corporation, and authorizing the Mayor to execute same

N3 An Ordinance approving an agreement between Pueblo, a Colorado Municipal

Corporation, and Pueblo Municipal Rail Corporation and authorizing the Mayor to execute same

N4 An Ordinance assessing the cost of demolition and removal of dangerous buildings upon land located at 125 E. 7th Street

N5 An Ordinance approving and enacting the collective bargaining agreement between the City of Pueblo and the International Association of Fire Fighters Local No. 3 commencing January 1, 2027 and authorizing the Mayor to execute same

N6 An Ordinance approving a Lease Agreement between Pueblo, a Colorado Municipal Corporation, and Marine Toys for Tots Foundation, a Virginia nonstock corporation, relating to a portion of the building at 317 North Main Street, waiving and releasing certain common area maintenance and operating expense charges, and authorizing the Mayor to execute same

N7 An Ordinance approving a T-Hangar Lease Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Anwaar Saeed Allen for Hangar Unit E at 31501 Bryan Circle, Pueblo, Colorado

N8 An Ordinance approving a T-Hangar Lease Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Nathan C. Hawkins for Hangar Unit C at 31501 Bryan Circle, Pueblo, Colorado

N9 An Ordinance approving and accepting Airport Improvement Program (AIP) Non-Competitive Discretionary Supplemental Grant Agreement No. 3-08-0046-056-2026 from the United States of America acting through the Federal Aviation Administration for funds in the amount of $75,881.00 to reimburse the City up to 95% of the total costs to acquire fifteen (15) Vehicle Movement Area Transponder (VMAT) units for airport vehicles, and authorizing the Mayor to execute same, establishing Project No. AP2605 - PUB-VMAT Units, budgeting and appropriating $79,875.00 to said project, and transferring matching funds in the amount of $3,994.00 from Project No. CIAN18 – Grant Matches - Airport

N10 An Ordinance amending the Fiscal Year 2026 Staffing Ordinance by abolishing one (1) vacant full-time WW Compliance Officer position and adding one (1) full-time Permit Compliance Specialist and adding one (1) full-time Pretreatment Compliance Technician position to the authorized staffing of the Wastewater Department

N11 An Ordinance establishing Project CI2619 - ARFF Truck Improvements, accepting, budgeting, and appropriating funds from the Colorado Department of Public Health and Environment (CDPHE) PFAS Takeback Program into CI2619, budgeting, appropriating, and transferring funds from the Airport Improvement Trust Fund to CI2619, and Transferring funds from Project CIAN13 - Vehicles and Equipment and CI2606 - Fire Apparatus Equipment into said project for the purposes of removing and replacing AFFF with a Non-PFAS foam.

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 September 14, 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 Pueblo Chamber of Commerce in the amount of $2,500 to sponsor the Pueblo Chile Balloon Fest taking place at the Langoni Soccer Fields and in Historic

Downtown Pueblo on Union Avenue on Friday, September 18th from 3:00 PM to 12:00 AM, Saturday, September 19th from 10:00 AM to 12:00 AM, and Sunday, September 20th, 2026, from 10:00 AM to 5:00 PM

Q2 A Resolution authorizing payment from the council contingencies account in the 2026 general fund budget to Mountain Park Environmental Association (DBA Nature and Wildlife Discovery Center) in the amount of $2,500 to sponsor the Land and Legacy Benefit Dinner on Friday, September 25, 2026, from 5:00 to 9:00 PM at Pueblo Union Depot

Q3 A Resolution authorizing payment from the council contingencies account in the 2026 general fund budget to Parkview Foundation in the amount of $2,000 to sponsor the 45th Annual Starlight Gala - Golden Legacy on Friday, September 25, 2026, from 5:30 to 10:00 PM at the Pueblo Convention Center

Q4 A Resolution declaring the intent of the City of Pueblo, Colorado to issue revenue bonds in connection with financing residential facilities for low-and middle- income families of persons

Q5 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

Q6 A Resolution transferring $232,369.13 from project CI2113 – City of Pueblo Wastewater Infrastructure – West 11th Street to West 21st Street and $396,450.56 from Project CI2113 – City of Pueblo Wastewater Infrastructure – Northern Avenue Sewer, with $25,000 to be transferred to Project CI2113 – El Centro Renovations and the remainder to Project CI2113 – Neighborhood Trash Cleanup, as an expansion of program services consistent with U.S. Treasury SLFRF guidance.

R. ORDINANCES – FINAL PRESENTATION

R1 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 - *Introduced August 10, 2026 by Councilor Selena Ruiz-Gomez*

R2 An Ordinance authorizing the disposition by donation of certain surplus personal property of Pueblo, a Colorado Municipal Corporation, to the City of Chihuahua, State of Chihuahua of the United Mexican States - *Introduced August 10, 2026 by Councilor Selena Ruiz-Gomez*

R3 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 - *Introduced August 10, 2026 by Councilor Selena Ruiz-Gomez*

R4 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 - *Introduced August 10, 2026 by Councilor Selena Ruiz-Gomez*

R5 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 - *Introduced August 10, 2026 by Councilor Selena Ruiz-Gomez*

R6 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 - *Introduced August 10, 2026 by Councilor Selena Ruiz-Gomez*

R7 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 - *Introduced August 10, 2026 by Councilor Selena Ruiz-Gomez*

R8 An Ordinance adopting Rules and Regulations for the management, operation, control, and use of Pueblo Memorial Airport - *Introduced June 22, 2026 by Councilor Ted Hernandez*

R9 An Ordinance adopting Minimum Standards for Commercial Aeronautical Activities at Pueblo Memorial Airport and repealing all prior Minimum Standards for Aeronautical Activities - *Introduced June 22, 2026 by Councilor Ted Hernandez*

R10 An Ordinance establishing a Schedule of Rates, Charges, and Penalties for Pueblo Memorial Airport (KPUB) and repealing Ordinance No. 10811 - *Introduced June 22, 2026 by Councilor Ted Hernandez*

S. ADJOURN

Mayoral Proclamation

"ANDREW HAYES DAY"

Monday, August 24, 2026

WHEREAS: Andrew Hayes, Public Works Director for the City of Pueblo, has been officially recognized by the Colorado City Metropolitan District with a letter of commendation from the Board of Directors; and

WHEREAS: In June 2026, Mr. Hayes assisted Colorado City with the Applewood Fire and Aspen Acres Fire by providing critical assistance to the Colorado City Water Supply; and

WHEREAS: If Mr. Hayes hadn't reached out with concern to offer his knowledge and resources, further fire damage and longer evacuations may have occurred; and

WHEREAS: Mr. Hayes' dedication and care for the community, shown by his daily actions of going over-and-above expectations, is sincerely appreciated by those affected by the fires and by those who were responding to the emergency.

NOW, THEREFORE, I, Heather Graham, the Mayor of the City of Pueblo, Colorado, by the authority vested in me, do hereby proclaim August 24, 2026 as **"ANDREW HAYES DAY"** in the City of Pueblo, Colorado to acknowledge and commend your personal contributions to Colorado City in a time of great need.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Pueblo, Colorado, to be affixed this 24th day of August 2026.

Heather Graham
Mayor of the City of Pueblo

Colorado City Metropolitan District

City of Pueblo Mayor Heather Graham and Pueblo City Council:

We want to recognize and commend your Public Works Director, Andrew Hayes for his assistance in the last month with the Applewood Fire that occurred on Father's Day, June 21, 2026. The most recently with the Aspen Acres Fire,
which started June 29th, 2026.

He was able to assist our Water Operator with efforts by locating and having multiple generators delivered to our Water Plant to get it back online and producing water again when electricity was shut off during the Aspen Acres Fire. This helped tremendously to keep pressure in our lines, so a boil order was not required for our residents, which allowed our residents to return home sooner.

He was instrumental in offering assistance with offering equipment and manpower in both incidents. He continued to stay in contact with one of our Board of Directors and Finance Director daily. He was the contact that was resourceful for Colorado City Staff.

He has shown that he is not only concerned with Pueblo but all the surrounding communities that assist in sales tax revenue to help his community and is willing to help at any time as demonstrated by being in person during both the Applewood Fire and the Aspen Acres Fire.

Sincerely Colorado City Board of Directors,

Neil Elliot Chairman

Ray Davis Co-Chairman

Karim Ayoub Secretary

Robert Sievert Treasure

Greg Bailey Director

James Eccher District Manager

Mayoral Proclamation

"KIM BOWMAN DAY"

Monday, August 31, 2026

WHEREAS: Kim joined Posada in 1991 as Director of Development, a role in which she spent nearly three decades building the financial and programmatic infrastructure that would define the organization's growth. In 1997, she took on a mission that would become her signature contribution to Southern Colorado: leading Posada's designation and ongoing work as Pueblo's sole Community Housing Development Organization (CHDO), positioning Posada as a force for affordable housing expansion in the region. It is a distinction that requires technical expertise in housing finance and federal compliance, plus deep community trust; and

WHEREAS: In 2018, Kim assumed the role of Executive Director, bringing with her a foundation of institutional knowledge, community relationships, and operational credibility. Under her leadership, and across her broader tenure at Posada, she has overseen the development and renovation of 197 single and multifamily housing units, assembled low-income housing tax credit funding packages in excess of $27 million, and established Alpha West — a wholly owned subsidiary dedicated to expanding affordable housing development; and

WHEREAS: What sets Kim apart is not simply what she has built — it is how she has built it. Known among colleagues, funders, and community partners as a resilient, high-energy, and charismatic leader, Kim combines strategic vision with a "get it done" approach that inspires confidence. With more than 35 years of leadership at Posada, Inc. in Pueblo, Colorado, her ability to hold the big picture while attending to the operational details that matter most has been the engine behind Posada's longevity and impact; and

WHEREAS: Kim's leadership extends well beyond Posada's walls. She has served as Board Chair of the Rosemount Museum, a board member of education at the Shrine of St. Therese Catholic School, a member of the Pueblo Homeless Coalition, a grant reviewer for the Evangelical Lutheran Church in America, and a judge for Historic Preservation Colorado Springs. A proud graduate of Colorado State University-Pueblo with a degree in Mass Communications with an emphasis in Journalism, Kim brings the storyteller's instinct to everything she does — never losing sight of the human story at the center of the work. As she concludes her tenure at Posada, her legacy is not measured only in housing units built or dollars raised, but in the lives stabilized, the staff she mentored, and the community she helped shape over more than three decades of purposeful, principled leadership.

NOW, THEREFORE, I, Heather Graham, the Mayor of the City of Pueblo, Colorado, by the authority vested in me, do hereby proclaim Monday, August 31, 2026, as **"KIM BOWMAN DAY"** and urge the citizens of Pueblo to join me in expressing appreciation for Ms. Bowman's efforts to create safe, supportive spaces for everyone in the Pueblo community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Pueblo, Colorado, to be affixed this 24th day of August 2026.

Heather Graham, Mayor of the City of Pueblo

Proclamation

"Mental Health & Suicide Prevention Awareness Day"

September 5, 2026

WHEREAS: Suicide is a national public health crisis that claims the lives of more than 49,000 people in the US each year, leaving families and communities devastated and grieving; and

WHEREAS: Mental health conditions affect one in five adults and one in six youth each year, yet stigma and barriers to care often prevent individuals from seeking the help they need; and

WHEREAS: The effects of suicide are long-lasting and deeply felt, particularly by those who have loved ones -parents, siblings, friends, partners, and coworkers – who continue to carry the memories of those they have lost; and

WHEREAS: Mental Health and Suicide Prevention Awareness Day serves as a meaningful opportunity to honor the lives lost to suicide, support survivors of suicide loss, and raise awareness about mental health, and bring communities together in hope and healing; and

WHEREAS: Community driven efforts such as education, advocacy, access to quality mental health care, and open conversations are vital to reducing stigma, increasing prevention and ultimately saving lives; and

WHEREAS: We recognize that mental health is essential to overall health and suicide prevention is a shared responsibility.

NOW, THEREFORE, WE, the City Council of the City of Pueblo, Colorado by the authority vested in us, do hereby proclaim September 5, 2026, as **"Mental Health and Suicide Prevention Awareness Day"** in the City of Pueblo, and encourage all citizens to join in honoring the memories of those lost, supporting survivors, and to make a commitment to mental health advocacy, education and compassionate community care.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Pueblo, Colorado, to be affixed this 24th day of August 2026.

Mark Aliff
President of the City Council

REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, AUGUST 10, 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 Clerk Clyde Bishop, City Attorney Carla Sikes.

E. SPECIAL RECOGNITIONS

F. PUBLIC FORUM

- Elvis Martinez appeared in person and spoke on various topics.

G. COUNCIL MEMBER AND MAYOR COMMENTARY

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

H. REVIEW OF AGENDA

The agenda was reviewed page by page.

I. APPROVAL OF AGENDA

Councilor Boston, seconded by Councilor Hernandez, moved to amend the agenda, moving M1, M2, M10, N1 to the beginning of the regular meeting and postponing R10 indefinitely, 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.

J. READING AND APPROVAL OF MINUTES

J1 CITY COUNCIL MINUTES JULY 27, 2026

Councilor Boston, seconded by Councilor Hernandez, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **July 27, 2026** as distributed.

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

K. CONSENT AGENDA

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

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

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

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

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

This Resolution was assigned as **16397**.

M2 A RESOLUTION SETTING FORTH $70,000 FOR CONTINGENCIES FOR PROJECT 25-020, PUB TAXILANE REHAB AND NEW HANGAR

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

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

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

This Resolution was assigned as **16398**.

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, 2026, 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

This Resolution was assigned as **16389**.

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

This Resolution was assigned as **16390**.

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

This Resolution was assigned as **16391**.

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

This Resolution was assigned as **16392**.

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

This Resolution was assigned as **16393**.

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

This Resolution was assigned as **16394**.

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)

This Resolution was assigned as **16395**.

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

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

Councilor Gomez, seconded by Councilor Ruiz-Gomez, moved to postpone this item to August 24, 2026.

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

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

This Resolution was assigned as **16396**.

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

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

Councilor Boston, seconded by Councilor Latino, moved to pass this Ordinance, setting the Public Hearings for August 24, 2026, and ordering the Ordinance to be published BY TITLE.

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

N2 AN ORDINANCE AUTHORIZING THE DISPOSITION BY DONATION OF CERTAIN SURPLUS PERSONAL PROPERTY OF PUEBLO, A COLORADO 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

Councilor Ruiz-Gomez, seconded by Councilor Latino, moved 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.

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 AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO GRASSROOTS GRAVEL LTD IN THE AMOUNT OF $750 TO SPONSOR GRASSROOTS GRAVEL ON OCTOBER 9-10, 2026, AT ALAN HAMEL AVE. & MAIN ST. FROM 2:00–10:00 PM

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

Councilor Gomez, seconded by Councilor Boston, moved to amend the amount to $750 and approve the Resolution as amended.

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

This Resolution was assigned as **16399**.

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

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

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 **16400**.

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

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

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

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

This Resolution was assigned as **16401**.

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

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

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

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

This Resolution was assigned as **16402**.

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

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

Elenor Bartoli appeared in person and spoke in favor of this Resolution.

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

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

This Resolution was assigned as **16403**.

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

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

- Elvis Martinez appeared in person and spoke in favor of this Resolution.
- Christina Trujillo appeared in person and spoke in favor of this Resolution.

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

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

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

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 **11245.**

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

A staff report and detailed review of the Ordinance was given by Eva Cosyleon, Metro Planning Organizer Manager.

PUBLIC HEARING:

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

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

This Ordinance was assigned as **11246.**

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

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 Hernandez, moved to approve the Ordinance on final presentation.

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

This Ordinance was assigned as **11247.**

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

A staff report and detailed review of the Ordinance was given by Ben Valdez, Director of Transit.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **11248.**

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

A staff report and detailed review of the Ordinance was given by Ben Valdez, Director of Transit.

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 **11249.**

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

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 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 **11250.**

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

A staff report and detailed review of the Ordinance was given by Tamara Moore, Parks and Recreation Supervisor.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **11251.**

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

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

PUBLIC HEARING:

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

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

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

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

This Ordinance was assigned as **11252.**

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

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **11253.**

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

This item was pulled indefinitely.

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)

Councilor Gomez, seconded by Councilor Boston, moved to convene into executive session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e); and the following additional details are provided for identification purposes:

2026 Black Hills Colorado Electric, LLC Rate Case (Proceeding No. 26AL-0232E)

Roll Call – **Ayes:** Mark Aliff, Brett Boston, Roger Gomez, Joe Latino, Ted Hernandez, Dianne Danti, Selena Ruiz-Gomez. **Nays:** None. Motion Passes 7- 0.

The Executive Session started at 7:41 p.m. The Executive Session ended at 8:10 p.m.

T. ADJOURN

President Aliff Adjourned the meeting at 8:11 p.m.

Respectfully submitted,
Clyde Bishop

Clyde Bishop
City Clerk

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Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 24, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Kurt Patrick, Director of Stormwater

SUBJECT: A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $295,504.20 TO RUSS GRADING & EXCAVATING LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-012 (SWAN03) — FOR EMERGENCY STORM SEWER POINT REPAIR ON 10TH STREET AND CONLEY STREET AND APPROVING A CHANGE ORDER IN THE AMOUNT OF $62,485.12 FOR ADDITIONAL WORK AND MATERIALS, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

SUMMARY:

This Resolution ratifies and approves the award of a construction contract in the amount of $295,504.20 to Russ Grading & Excavating LLC, under Contract No. 25-012 for an emergency storm sewer point repair on 10th Street and Conley Street and approves a change order in the amount of $62,485.12.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

Stormwater Utility was notified of a sinkhole near the intersection of 10th Street and Conley Street. A visual inspection of the sinkhole was conducted and revealed damage to the storm sewer line. A full CCTV inspection of the system was completed and revealed multiple broken and offset joints upstream and downstream of the sinkhole location. An emergency point repair was performed to repair the stormwater infrastructure.

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The contract with the unit prices for the estimated work performed by Russ Grading & Excavating LLC can be found attached. This work was performed under the 2025-2027 Emergency Storm Sewer Point Repair Resolution #15934 through which contractors were qualified via competitive bid.

FINANCIAL IMPLICATIONS:

Funding in the amount of $357,989.32 will be paid from the Stormwater Utility budget. Project Account SWAN03, for Point Repairs and Pipe Cleaning.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Not applicable.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-012 10th St. and Conley St. EPR Contract
2. 25-012 10th St. and Conley St. EPR Change Order
3. 25-012 10th St. and Conley St. EPR Invoice
4. 25-012 10th St. and Conley St. EPR Exhibit
5. 25-012 10th St. and Conley St. EPR Traffic Control

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RESOLUTION NO. 16404

A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $295,504.20 TO RUSS GRADING & EXCAVATING LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-012 (SWAN03) — FOR EMERGENCY STORM SEWER POINT REPAIR ON 10TH STREET AND CONLEY STREET AND APPROVING A CHANGE ORDER IN THE AMOUNT OF $62,485.12 FOR ADDITIONAL WORK AND MATERIALS, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

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

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council hereby ratifies and approves the contract for emergency repair of the storm sewer on 10th Street and Conley Street with Russ Grading & Excavating LLC, Project No. 25-012 (SWAN03) – awarded to said bidder in the amount of $357,989.32 which amount includes all contract change orders.

SECTION 2.

Funds for Project No. 25-012 (SWAN03) – Emergency Storm Sewer Point Repair on 10th Street and Conley Street shall be paid from the Stormwater Utility Fund – Project Account SWAN03, Point Repairs & Pipe Cleaning.

SECTION 3.

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

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract including any payments authorized under the contract and the contract change order in the amount of $357,989.32 are hereby ratified.

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SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: August 24, 2026

BY: Selena Ruiz-Gomez
MEMBER OF CITY COUNCIL

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

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

Docusign Envelope ID: DABDE54B-27D6-83ED-81EF-B92E44E7D37E

REQUEST FOR QUOTATIONS

Bid No: **25-012**
Bid Name: **2025-2027 Emergency Storm Sewer Point Repair - W. 10th Street and Conley Street.**

The undersigned, having become familiar with the local conditions affecting the cost of the work, and with the contract documents, including advertisement for bids, the form of proposal, the form of contract, form of bond, special provisions of the contract, general provisions of the contract, etc., plans, drawings and specifications, issued and attached to the contract documents on file in the office of the Purchasing Agent, hereby proposes to furnish all of the labor, materials, tools, equipment, and all utility/transportation services necessary to perform and complete, in an industry acceptable and professional manner, construction of **2025-2027 Emergency Storm Sewer Point Repair – W. 10th Street and Conley Street.** in accordance with the plans and specifications as prepared by or for the City of Pueblo, Colorado, for the sums set forth in the following schedule:

2025-2027 Emergency Storm Sewer Point Repair					Russ Grading & Excavating LLC	
Line Item	Description		Unit of Measure	Quantity	Unit Cost	Total Cost
1	Remove Existing Pipe and Replace w/24" High Performance Polypropylene Pipe Less than 8' Deep	>100	LF	761	$200.00	$152,200.00
2	Install Extra Lean Concrete (Flowable Fill)	>100	CY	226	$225.00	$50,850.00
3	Dissimilar Pipe Connection for Pipe 24" to 36"	1	EA	2	$2,100.00	$4,200.00
4	Remove and Replace 5 ft Dia. Standard Manhole	1	EA	1	$7,000.00	$7,000.00
5	Mobilization	1	LS	1	$4,000.00	$4,000.00
6	Remove and Replace 6" Asphalt Patch	1	SF	4566	$15.00	$68,490.00
7	Rock Sock	1	LF	6	$20.00	$120.00
8	Inlet Protection	1	EA	6	$350.00	$2,100.00
9	Stockpile Management	1	EA	1	$500.00	$500.00
10	Concrete Washout Area	1	EA	1	$250.00	$250.00
	Total					**$289,710.00**
					Russ Grading & Excavating LLC	
11	Percentage Rate - Performance and Payment Bonds	Percentage				2.%
	Total					**$5,794.20**
	Grand Total with Bond Percentage Amount					**$295,504.20**

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

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

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

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

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

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

Business Name: Russ Grading & Excavating, LLC

Business Address: 1010 S. Reading Ave.

Pueblo, CO 81001

Signature: DocuSigned by: Bailey Russ 2CFAACE282B2470... Date: 07/14/2026

Printed Name and Title: Bailey Russ, Managing Member

Docusign Envelope ID: DABDE54B-27D6-83ED-81EF-B92E44E7D37E

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 9th day of July, 2026, by and between the City of Pueblo, a Colorado Municipal Corporation, hereinafter referred to in the Contract Documents as the "City", and Russ Grading & Excavating, LLC, a Colorado Limited Liability Company, hereinafter referred to in the Contract Documents as "Contractor".

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

Bid No: 25-012
Bid Name: 2025-2027 Emergency Storm Sewer Point Repair - W. 10th Street and Conley Street

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

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

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

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

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

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

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

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

Docusign Envelope ID: DABDE54B-27D6-83ED-81EF-B92E44E7D37E

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

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

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

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

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

RUSS GRADING & EXCAVATING, LLC

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

Title Managing Member

CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

Signed by:
By Teresa May Burns
D8C4F08130C345E...
Teresa May Burns, Director of Purchasing

ATTEST:

DocuSigned by:
Clyde Bishop
F1C1AF8727B149A...
Clyde Bishop, City Clerk

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

Signed by:
01FBACDE2C89484...
Danny Nunn, Director of Finance

APPROVED AS TO FORM DEPARTMENT OF LAW:

DocuSigned by:
Robert Jagger
502480DE6B5C4C8...
Robert P. Jagger, Deputy City Attorney

Docusign Envelope ID: DABDE54B-27D6-83ED-81EF-B92E44E7D37E

PERFORMANCE BOND

Bond Number 906229452

KNOW ALL MEN BY THESE PRESENTS:

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

The Ohio Casualty Insurance Company

Surety

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

Two Hundred Eighty-Nine Thousand Seven Hundred Ten Dollars and 00/100----------($289,710.00)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the City, dated the 9th day of July, 2026, a copy of which is hereto attached and made a part hereof for the construction of:

Bid No.: **25-012**
Bid Name: **2025-2027 Emergency Storm Sewer Point Repair – W. 10th Street and Conley Street**

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

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

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

(Signature Page Follows)

Docusign Envelope ID: DABDE54B-27D6-83ED-81EF-B92E44E7D37E

IN WITNESS WHEREOF, this instrument is executed on the 9th day of July, 2026.

RUSS GRADING & EXCAVATING, LLC

ATTEST:

By _____
Principal Secretary

By _____
Bailey Russ

Title Managing Member

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

(SEAL)

By _____
(Witness as to Principal)

_____
(Address)

The Ohio Casualty Insurance Company
Surety

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

Gregory W. Miller
By _____
Attorney-In-Fact

PO Box 370115; Denver, CO 80237
(Address)

(SEAL)

Deborah M. Miller
By _____
(Witness as to Surety)

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

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

Docusign Envelope ID: DABDE54B-27D6-83ED-81EF-B92E44E7D37E

PAYMENT BOND

Bond Number 906229452

KNOW ALL MEN BY THESE PRESENTS:

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

The Ohio Casualty Insurance Company

Surety

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

Two Hundred Eighty-Nine Thousand Seven Hundred Ten Dollars and 00/100----------($289,710.00)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the City, dated the 9th day of July, 2026, a copy of which is hereto attached and made a part hereof for the construction of:

Bid No.: **25-012**
Bid Name: **2025-2027 Emergency Storm Sewer Point Repair - W. 10th Street and Conley Street**

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

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

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

(Signature Page Follows)

Docusign Envelope ID: DABDE54B-27D6-83ED-81EF-B92E44E7D37E

IN WITNESS WHEREOF, this instrument is executed on the 9th day of July, 2026.

RUSS GRADING & EXCAVATING, LLC

ATTEST:

By _____
Principal Secretary

By _____
Bailey Russ

Title Managing Member

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

(SEAL)

By _____
(Witness as to Principal)

_____
(Address)

The Ohio Casualty Insurance Company
Surety

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

Gregory W. Miller
By _____
Attorney-In-Fact

PO Box 370115; Denver, CO 80237
(Address)

(SEAL)

Deborah M. Miller
By _____
(Witness as to Surety)

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

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

Docusign Envelope ID: DABDE54B-27D6-83ED-81EF-B92E44E7D37E

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

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

Certificate No: **8204417-984513**

POWER OF ATTORNEY

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

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

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

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

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

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

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

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

By: _____
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of July, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

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

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

LMS-12873 LMIC OCIC WAIC Multi Co_8/20

Docusign Envelope ID: DABDE54B-27D6-83ED-81EF-B92E44E7D37E

NOTICE TO PROCEED

July 9, 2026

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

Ref: Bid No: 25-012
Bid Name: 2025-2027 Emergency Storm Sewer Point Repair - W. 10th Street and Conley Street

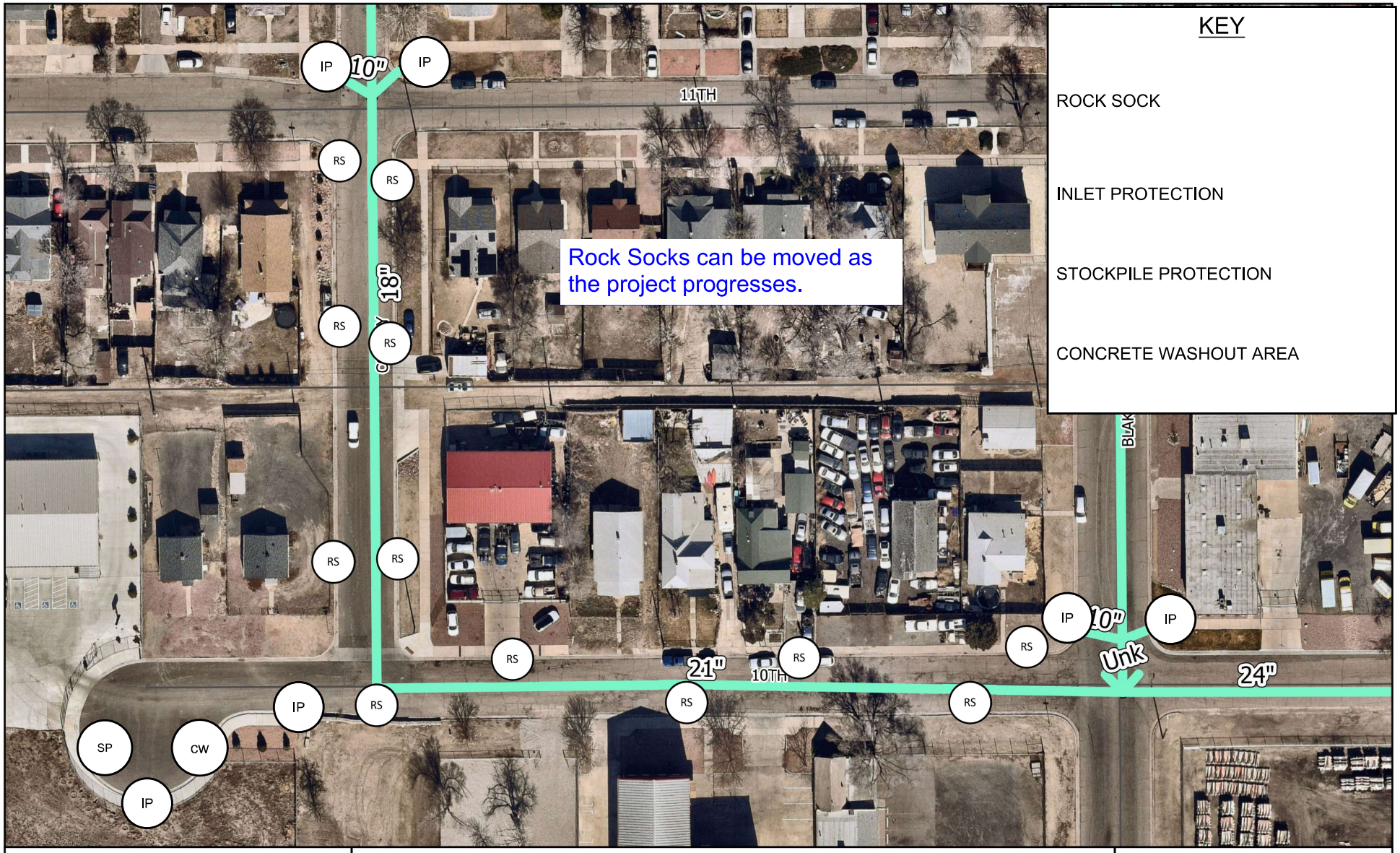
You are hereby authorized to proceed on July 20, 2026, or within three (3) consecutive calendar days thereafter with construction of the above referenced project as set forth in the Contract Documents.

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

Sincerely,

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

Docusign Envelope ID: DABDE54B-27D6-83ED-81EF-B92E44E7D37E



10th and Conley ESC Plan

The City of Pueblo, Colorado does not guarantee nor provide any warranty, expressed or implied, as to the representative completeness or accuracy of maps and data provided herein.

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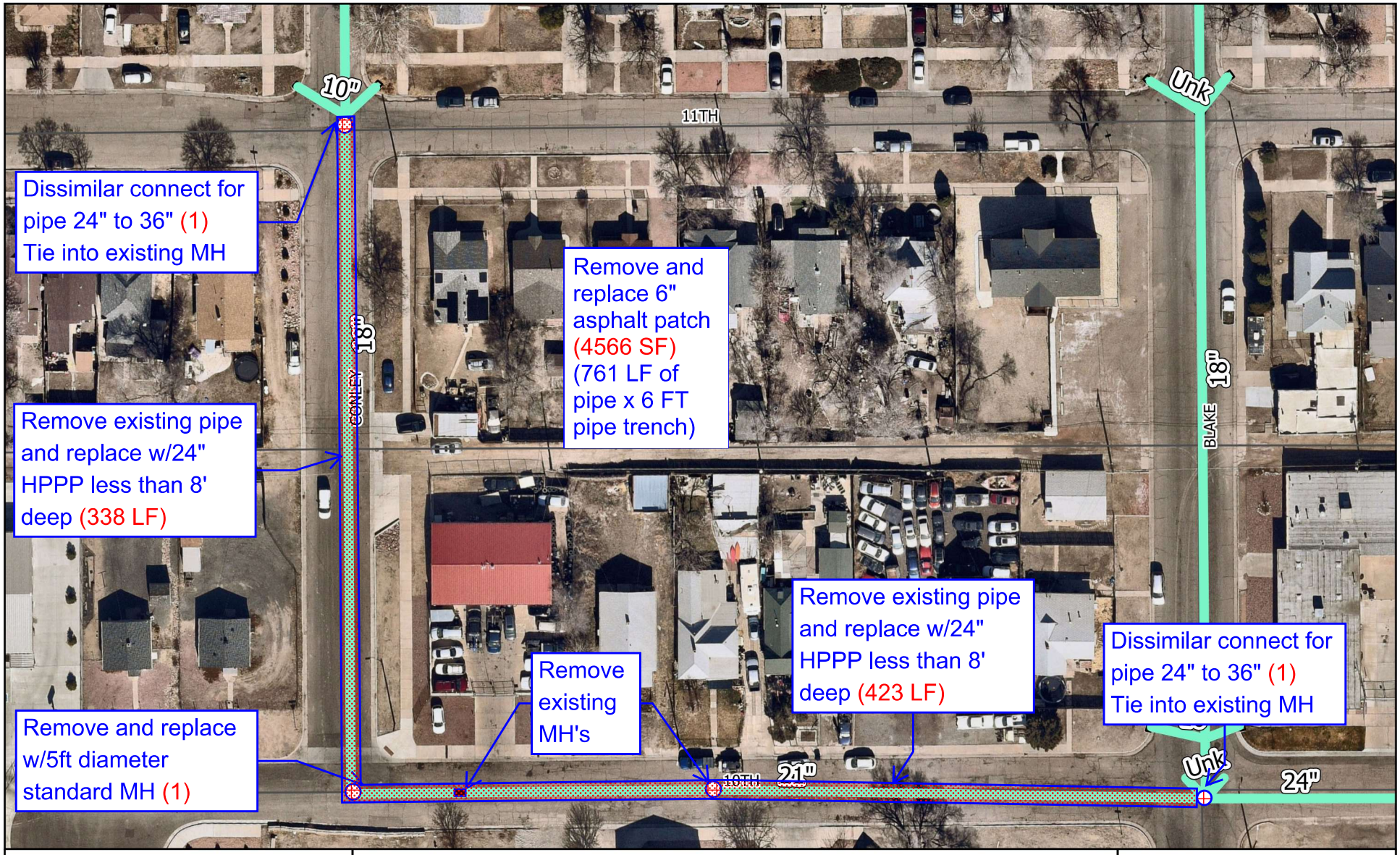
CITY OF PUEBLO STORMWATER UTILITY



10th and Conley

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Docusign Envelope ID: C8535964-5ECE-84FA-826E-60BD52362610

City Of Pueblo **Contract Change Order** Stormwater Department

Project Number : 25-012 **Change Order No. :** 1 **Date:** 8/11/2026

Project Name : 2025-2027 Emergency Storm Sewer Point Repair - 10th St and Conley St

Contractor : Russ Grading & Excavating, LLC

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

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	Remove and Replace 24" HP Pipe <8' Deep **(Increase - 14 LF)**		$2,800.00
2	Flowfill **(Increase - 77 CY)**		$17,325.00
*	Remove existing storm manholes **(Increase - 3 EA)**		$3,000.00
*	Remove and Replace 7" Reinforced Concrete **(Increase - 84 SF)**		$2,520.00
6	Remove and Replace 6" Asphalt Patch **(Increase - 1594 SF)**		$23,910.00
*	Class 6 ABC **(Increase - 14.29 TON)**		$500.15
*	Traffic Control +10% **(Increase - 1 LS)**		$4,204.78
*	Cast Iron Pipe Removal **(Increase - 1 LS)**		$5,000.00
*	Potholing **(Increase 1 - EA)**		$2,000.00
11	Bond **(Increase - 1 LS)**		$1,225.19
	TOTAL		$62,485.12

* Not associated with a line item in original contract

Net Adjustment This Change Order	$	62,485.12
Amount of Previous Change Order(s)	$	-
Original Contract Amount & Amendment	$	295,504.20
Total Adjusted Contract Amount To Date	$	357,989.32

Reason For Change:

Changes for additional work labor, and an unforseen need for additional items and materials needed to complete the project. The increase in the asphalt patch was due to the base of the road was unstable, causing the trench to fail because of rain events that occured during construction. There was also a 24" inch pipe in the trench that was not accounted for before the job was started.

The time provided for completion of the contract is increased by (3) days.

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

Prepared by: Signed by: Mal Newman 7AF58986E6ED454... Date: 08/19/2026
Stormwater Inspector

Reviewed by: Signed by: Jared Pena 5E05C28DFCDE4EB... Date: 08/19/2026
Project Manager

Accepted by: DocuSigned by: Bailey Russ 28FAAGE88BB478... Date: 08/19/2026
Contractor's Representative

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

Approved by: DocuSigned by: Kurt Patrick 83D39A9F8D04C7... Date: 08/19/2026
Director of Stormwater

INVOICE

Russ Grading & Excavating
1696 42nd Ln
Avondale, CO 81022-9715

office.rgx@gmail.com
+1 (719) 696-2532

City of Pueblo:1025

Bill to
City of Pueblo
PO Box 1427
Pueblo, CO 81002

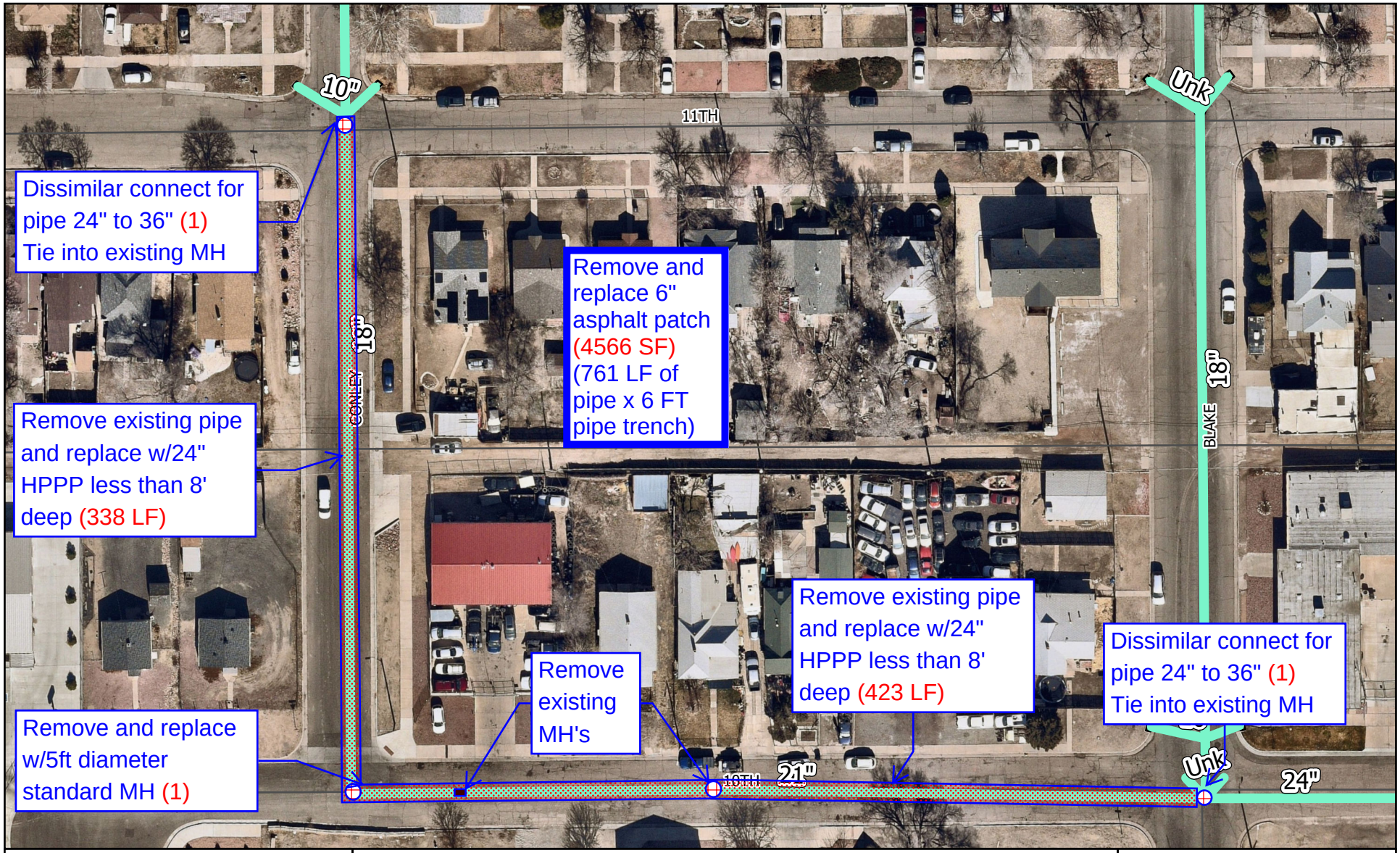
Invoice details
Invoice no.: 443
Terms: Net 30
Invoice date: 08/09/2026
Due date: 09/08/2026

#	Product or service	Description	Qty	Rate	Amount
1.		25-012 W 10TH ST & CONLEY ST EPR			
2.	**Storm Sewer Services**	R&R 24" HP PIPE <8' DEEP	761	$200.00	$152,200.00
3.	**Storm Sewer Services**	FLOWFILL	226	$225.00	$50,850.00
4.	**Storm Sewer Services**	24"-36" DISSIMILAR PIPE CONNECTION	2	$2,100.00	$4,200.00
5.	**Storm Sewer Services**	R&R 5FT STORM MANHOLE	1	$7,000.00	$7,000.00
6.	**Storm Sewer Services**	MOBILIZATION	1	$4,000.00	$4,000.00
7.	**ASPHALT INCOME**	R&R 6" PATCH	4566	$15.00	$68,490.00
8.	**Storm Sewer Services**	ROCK SOCK	6	$20.00	$120.00
9.	**Storm Sewer Services**	INLET PROTECTION	6	$350.00	$2,100.00
10.	**Storm Sewer Services**	STOCKPILE MANAGEMENT	1	$500.00	$500.00
11.	**Storm Sewer Services**	CONCRETE WASHOUT AREA	1	$250.00	$250.00
12.	**BONDS**	BONDS	1	$5,794.20	$5,794.20
13.		CONTRACT INCREASES			
14.	**Storm Sewer Services**	R&R 24" HP PIPE <8' DEEP	14	$200.00	$2,800.00

15.	**Storm Sewer Services**	FLOWFILL	77	$225.00	$17,325.00
16.	**Storm Sewer Services**	REMOVE EXISTING STORM MANHOLES	3	$1,000.00	$3,000.00
17.	**CONCRETE SERVICES**	R&R 7" REINFORCED CONCRETE	84	$30.00	$2,520.00
18.	**ASPHALT INCOME**	R&R 6" PATCH	1594	$15.00	$23,910.00
19.	**Storm Sewer Services**	CLASS 6 ABC	14.29	$35.00	$500.15
20.	**TRAFFIC CONTROL**	TRAFFIC CONTROL +10%	1	$4,204.78	$4,204.78
21.	**Storm Sewer Services**	CAST IRON PIPE REMOVAL	1	$5,000.00	$5,000.00
22.	**Storm Sewer Services**	POTHOLING	8	$250.00	$2,000.00
23.	**BONDS**	BONDS 2% ($61,259.93)	1	$1,225.19	$1,225.19

Total **$357,989.32**

Scan to pay



N

0 35 70

US Feet

10th and Conley

The City of Pueblo, Colorado does not guarantee nor provide any warranty, expressed or implied, as to the representative completeness or accuracy of maps and data provided herein.

nearmap.com

CITY OF PUEBLO STORMWATER UTILITY

A-1 BARRICADE & SIGN, INC.

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

RENTED TO	JOB LOCATION	TICKET #
RUSS GRADING & EXCAVATING 1010 S READING ST PUEBLO CO 81001	EMERG. SEWER REPAIR 10TH & CONLEY PUEBLO CO	Con# 138878 Loc 200

DL/ID #	DOBth	MISC	PHONE		DATE	TIME
CA28678			W (719) 369-9781	OUT	07/17/26	7:00 AM CT
ID#3	**PO/JOB #**	**RECEIVED BY**				
	EMERG. SEWER REPAIR			RETURNED	07/31/26	5:00 PM CT

FINAL Charge for 1.00 Day(s) Page: 1

QTY	ITEM#	MIN	HOURLY	OVNITE	8-HOUR	DAY	WEEK	4 WEEK	EXT AMT	NET AMT
48	DRW3-0000	SIGN,36"ROAD WORK AH(DG)							192.00	192.00
	$4.00/D					4.00				
36	DSC3-0000	SIGN,36"STREET CL.AH(DG)							144.00	144.00
	$4.00/D					4.00				
264	BADN-0000	DRUM CHANNEL DEVICE N/L							792.00	792.00
	$3.00/D					3.00				
30	DGDT-0000	BARR.T-3 RC/RCTT(DG) DET							270.00	270.00
	$9.00/D					9.00				
120	VNP-0000	BARR.VERT.NO PARK NL							360.00	360.00
	$3.00/D					3.00				
4	LBTS	LABOR, TCS PER HOUR						125.00	500.00	500.00

----- Payments ------
FORCE CHARGE 2561.85 07/31/26

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

RENT	1758.00
SALES	0.00
OTHER	500.00
DW/FEES	158.22
SMM TAX	0.00
SALES TAX	145.63
USE TAX	0.00
TOTAL DUE	2561.85
	0.00
AMT BILLED	2561.85

WWW.A1BARRICADEANDSIGN.COM >OFFICE@A1BARRICADEANDSIGN.COM
WE ARE NOW A CERTIFIED UDBE/MINORITY OWNED COMPANY #6100
"AN EQUAL OPPORTUNITY EMPLOYER"

07/31/26 07:29:32

A-1 BARRICADE & SIGN, INC.

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

RENTED TO	JOB LOCATION	TICKET #
RUSS GRADING & EXCAVATING 1010 S READING ST PUEBLO CO 81001	EMERG. SEWER REPAIR 10TH & CONLEY PUEBLO CO	Con# 138914 Loc 200

DL/ID #	DOBth	MISC	PHONE		DATE	TIME
CA28678			W (719) 369-9781	OUT	08/01/26	7:00 AM CT
ID#3	**PO/JOB #**	**RECEIVED BY**				
	EMERG. SEWER REPAIR			RETURNED	08/04/26	9:00 AM CT

FINAL Charge for 1.00 Day(s) Page: 1

QTY	ITEM#		MIN	HOURLY	OVNITE	8-HOUR	DAY	WEEK	4 WEEK	EXT AMT	NET AMT
16	DRW3-0000	SIGN,36"ROAD WORK AH(DG)					4.00			64.00	64.00
	$4.00/D										
16	DSC3-0000	SIGN,36"STREET CL.AH(DG)					4.00			64.00	64.00
	$4.00/D										
112	BADN-0000	DRUM CHANNEL DEVICE N/L					3.00			336.00	336.00
	$3.00/D										
16	DGDT-0000	BARR.T-3 RC/RCTT(DG) DET					9.00			144.00	144.00
	$9.00/D										
32	VNP-0000	BARR.VERT.NO PARK NL					3.00			96.00	96.00
	$3.00/D										
2	LBTS	LABOR, TCS PER HOUR							125.00	250.00	250.00

----- Payments ------
FORCE CHARGE 1075.68 08/04/26

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

RENT	704.00
SALES	0.00
OTHER	250.00
DW/FEES	63.36
SMM TAX	0.00
SALES TAX	58.32
USE TAX	0.00
TOTAL DUE	1075.68
	0.00
AMT BILLED	1075.68

A-1 BARRICADE & SIGN, INC.

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

RENTED TO	JOB LOCATION	TICKET #
RUSS GRADING & EXCAVATING 1010 S READING ST PUEBLO CO 81001	TRAFFIC CONTROL PLAN E 10TH ST & NORWOOD AVE ROAD CLOSURE PUEBLO CO	Con# 138859 Loc 200

DL/ID #	DOBth	MISC	PHONE		DATE	TIME
CA28678			W (719) 369-9781	OUT	07/24/26	9:26 AM VV
					07/24/26	9:26 AM VV

ID#3	PO/JOB #	RECEIVED BY
	SYDNEY	

FINAL

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

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

FORCE CHARGE 185.00 07/24/26

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

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

WWW.A1BARRICADEANDSIGN.COM >OFFICE@A1BARRICADEANDSIGN.COM
WE ARE NOW A CERTIFIED UDBE/MINORITY OWNED COMPANY #6100
"AN EQUAL OPPORTUNITY EMPLOYER"

07/24/26 09:27:01

Docusign Envelope ID: A678F306-195C-8B32-82BE-16359A026079

City Clerk's Office Item # M2

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 24, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Beritt Odom, Director Planning and Community Development

SUBJECT: A RESOLUTION PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 89.93-ACRE AREA COMMONLY KNOWN AS THE PUEBLO MASTERPLAN COMMUNITIES, ANNEXATION NO. 1 IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTIONS 31-12-104(1)(A) AND 31-12-107(1), TABLING FINAL ACTION ON THE PETITION FOR A PERIOD OF NOT MORE THAN 180 DAYS, AND REFERRING THE PETITION TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION

SUMMARY:

The City Clerk received an annexation petition for 89.93-acre area located northeast of the West 24th Street and Pueblo Boulevard (SH45) intersection. This Resolution determines the petition for annexation is valid under the provisions of Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1), tables final action on the petition for a period not more than 180 days and refers the petition to the Planning and Zoning Commission for review and recommendation.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

On August 7, 2026, the property owner submitted an annexation petition for the West 24th Street and Pueblo Boulevard (SH45) intersection Annexation totaling 89.93- acres. This Resolution preliminarily determines that the petition for annexation is valid under the provisions of the Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1). In accordance with the procedure established in the Pueblo Municipal Code, the final action on the petition is tabled for a period of not more than one hundred eighty (180) days and the petition is referred to the Planning and Zoning Commission for review and recommendation.

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FINANCIAL IMPLICATIONS:

The filing of the annexation petition and the approval of the Resolution, determining the property substantially complies with the provisions of Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1), and does not result in any direct financial impact to the City of Pueblo.

BOARD/COMMISSION RECOMMENDATION:

None at this point in the review process.

STAKEHOLDER PROCESS:

Copies of the Petition for Annexation will be sent via registered mail by the City Clerk to the Board of County Commissioners, County Attorney of Pueblo County and to any school district or special district having territory within the area to be annexed. Copies of an Annexation Impact Report will be filed with all taxing entities as required by Colorado Revised Statutes.

ALTERNATIVES:

None.

RECOMMENDATION:

The City Planning staff has reviewed the annexation petition for compliance with Sections 31-12-104(1)(a) and 31-12-107(1) of the Colorado Revised Statutes and recommends that City Council preliminarily finds that the petition is valid according to Colorado Revised Statutes.

ATTACHMENTS:

1. Annexation Petition
2. Annexation Plat

Docusign Envelope ID: A678F306-195C-8B32-82BE-16359A026079

RESOLUTION NO. 16405

A RESOLUTION PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 89.93-ACRE AREA COMMONLY KNOWN AS THE PUEBLO MASTERPLAN COMMUNITIES, ANNEXATION NO. 1 IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTIONS 31-12-104(1)(A) AND 31-12-107(1), TABLING FINAL ACTION ON THE PETITION FOR A PERIOD OF NOT MORE THAN 180 DAYS, AND REFERRING THE PETITION TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION

WHEREAS, a Petition for Annexation of the area described in Section 1 hereof has been filed with the City Clerk; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Petition for Annexation ("Petition") of the following described area situated in Pueblo County, Colorado, is hereby found and determined to be in substantial compliance with the provisions of C.R.S. §31-12-104(1)(a) and §31-12-107(1):

AREA TO BE ANNEXED

ALL OF THE S ½ OF THE NW ¼ AND A PORTION OF THE S ½ OF THE NE ¼ OF THE NW ¼ OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M. IN THE COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF LOT 2, BLOCK 1 OF THE PUEBLO SPRINGS APARTMENTS SUBDIVISION, AS FILED FOR RECORD ON JUNE 22, 2023 AT RECEPTION NO. 2316294 IN THE PUEBLO COUNTY RECORDS; THENCE N88°41'55"E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF 31STSTREET AS PRESENTLY LOCATED, A DISTANCE 339.40 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT WHOSE RADIUS IS 540.00 FEET, A DISTANCE OF 208.92 FEET TO THE WEST CORNER OF LOT 1, BLOCK 4, OF THE PARKWEST BUSINESS CAMPUS, FILING NO. 5, AS FILED FOR RECORD ON MAY 8, 2008 AT RECEPTION NO. 1768305 IN THE PUEBLO COUNTY RECORDS; THENCE ALONG THE BOUNDARY OF SAID LOT 1, BLOCK 4 THE FOLLOWING THREE (3) COURSES:

1. N88°41'24"E, A DISTANCE OF 390.75 FEET;
2. S01°28'16"E, A DISTANCE OF 655.18 FEET;
3. N88°38'31"E, A DISTANCE OF 267.82 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 4 OF THE PARKWEST BUSINESS CAMPUS, FILING NO. 5;

THENCE S01°28'16"E ALONG THE WEST BOUNDARY OF A PARCEL OF LAND DESCRIBED UNDER GENERAL WARRANTY DEED AS FILED FOR RECORD ON NOVEMBER 7, 2022 AT RECEPTION NO. 2296340 IN THE PUEBLO COUNTY RECORDS, A DISTANCE OF 533.52 FEET, THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT WHOSE RADIUS IS 1050.00 FEET, A DISTANCE OF 158.78 FEET; THENCE

Docusign Envelope ID: A678F306-195C-8B32-82BE-16359A026079

S10°08’06”, A DISTANCE OF 81.91 FEET; THENCE S79°51’54”W, A DISTANCE OF 100.00 FEET; THENCE S10°08’06”E, A DISTANCE OF 300.00 FEET; THENCE N79°51’54”, A DISTANCE OF 100.00 FEET; THENCE S10°08’06”, A DISTANCE OF 78.40 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 144.06 FEET; THENCE S01°26’48”, A DISTANCE OF 19.93 FEET TO A POINT ON THE SOUTH LINE OF THE NW ¼ OF SECTION 22; THENCE S88°35’17”W ALONG THE SOUTH LINE OF THE NW ¼ OF SECTION 22, A DISTANCE OF 2632.15 FEET TO THE WEST QUARTER CORNER OF SECTION 22, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 45 (PUEBLO BOULEVARD) AS PRESENTLY LOCATED; THENCE N00°32’37”W ALONG SAID EAST RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 45, A DISTANCE OF 1313.20 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 1 OF SAID PUEBLO SPRINGS APARTMENTS SUBDIVISION; THENCE N88°39’35”E, A DISTANCE OF 1315.09 FEET TO THE SOUTHEAST CORNER OF LOT 2, BLOCK 1 OF SAID PUEBLO SPRINGS APARTMENTS SUBDIVISION; THENCE N01°18’05”W, A DISTANCE OF 615.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 89.93 ACRES, MORE OR LESS.

PROPOSED NEW CITY LIMITS LINE:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 4 OF THE PARKWEST BUSINESS CAMPUS, FILING NO. 5; THENCE S01°28’16”E, A DISTANCE OF 533.52 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT WHOSE RADIUS IS 1050.00 FEET, A DISTANCE OF 158.78 FEET; THENCE S10°08’06”E, A DISTANCE OF 81.91 FEET; THENCE S79°51’54”W, A DISTANCE OF 100.00 FEET; THENCE S10°08’06”E, A DISTANCE OF 300.00 FEET; THENCE N79°51’54”E, A DISTANCE OF 100.00 FEET; THENCE S10°08’06”E, A DISTANCE OF 78.40 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 144.06 FEET; THENCE S01°26’48”E, A DISTANCE OF 19.93 FEET TO A POINT ON THE PRESENT CITY LIMITS LINE AND POINT OF TERMINUS.

AND

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 22; THENCE N00°32'37"W ALONG THE EAST RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 45 AS PRESENTLY LOCATED, A DISTANCE OF 1313.20 FEET TO A POINT ON THE PRESENT CITY LIMITS LINE AND THE POINT OF TERMINUS.
SURVEYING INC.

CERTIFICATION OF PERIMETER

AT LEAST ONE-SIXTH OF THE BOUNDARY OF THE LAND DESCRIBED IN THE ANNEXATION ABOVE IN NOW EXISTING CITY LIMITS LINE. THE COMPLETE ANNEXATION IS WITHIN 3 MILES OF THE PRESENT CITY LIMITS.

SECTION 2.

Final action on the Petition is hereby tabled for a period of not more than one hundred eighty (180) days and the Petition is hereby referred to the Planning and Zoning Commission for review and recommendation.

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SECTION 3.

Upon receipt of the recommendation of the Planning and Zoning Commission, the City Council, without undue delay, shall make a final determination by Resolution whether the petition substantially complies with the applicable requirements of Section 31-12-107(1), C.R.S. and establish the date, time and place the City Council will hold a public hearing to determine if the proposed annexation complies with sections 31-12-104 and 31-12-105, C.R.S. or such parts thereof as may be required to establish eligibility for annexation.

SECTION 4.

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

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: August 24, 2026

BY: Selena Ruiz-Gomez
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: Clyde Bishop F1C1AE8727B149A...
CITY CLERK

CITY OF PUEBLO
ANNEXATION INFORMATION SHEET

Attached is a blank Petition for Annexation to be completed and filed with the City Clerk of the City of Pueblo together with an original and twenty-four (24) prints of an annexation map and satisfactory evidence of the names and addresses of all the owners of land within the area proposed to be annexed. All petitioners must sign the Petition for Annexation within 180 days before the date of filing with the City Clerk. Prior to filing with the City Clerk all documents must be reviewed by the City's Director of Land Use.

TO BE COMPLETED BY PETITIONERS

Name of Annexation: Pueblo Masterplan Communities, Annexation No. 1

Location and size in acres: Section 22, Township 20 South, Range 65, West of the 6th P.M., County of Pueblo, Colorado, _____ acres.
100 % of Owners 1; Less than 100% of owners _____
School District No. 60; Special District: _____

Annexation Agreement: The City requires the Petitioner to enter into an Annexation Agreement prior to the effective date of the annexation. Such Agreement shall constitute conditions of annexation as effectively as if set forth in the Petition For Annexation.

For Office Use Only: Date Reviewed by Director of Land Use 8-7-26
Date Petition Filed 8-7-26 Filing Fee $ 900.00 Paid 900.00 8-5-26
Resolution Finding Substantial Compliance adopted _____,
Date of Public Hearing _____; Notice of Public Hearing Published: _____,
_____, _____, and _____.
Copy of published Notice and Petition For Annexation sent by Registered Mail on _____ to Pueblo County Board of County Commissioners, Pueblo County Attorney, School District _____, Southeastern Water Conservancy District, Pueblo Library District, Other _____ and special district _____.

Upon receipt of this Annexation Information Sheet, Petition For Annexation, 24 prints of the annexation map, and evidence of ownership, the City Clerk will forward copies of the Annexation Information Sheet and Petition for Annexation together with the evidence of ownership and 20 prints of the annexation map to the Director of Land Use and refer the Petition For Annexation to the City Council as a communication.

CITY OF PUEBLO
PETITION FOR ANNEXATION

TO THE CITY COUNCIL OF PUEBLO, COLORADO:

Pursuant to the Municipal Annexation Act of 1965 and C.R.S. §31-12-107(1) the undersigned landowners within the area proposed for annexation hereby petition the City Council of the City of Pueblo for annexation to the City of Pueblo (herein "City") of the following described unincorporated area located in the County of Pueblo, State of Colorado:

See Attached Exhibit A

As ground for this annexation, Petitioners state:

1. It is desirable and necessary that the area herein described be annexed to the City.

2. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with existing boundaries of the City.

3. This petition for annexation has been signed by persons comprising more that fifty percent (50%) of the landowners in the area proposed to be annexed and owning more than fifty percent (50%) of the area, excluding public street, alleys, and any land owned by the City.

4. A community of interest exists between the area proposed to be annexed and the City.

5. The area proposed to be annexed is urban or will be urbanized in the near future.

6. The area proposed to be annexed is integrated with or is capable of being integrated with the City.

7. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:

(a) is divided into separate parts or parcels without the written consent of the landowners thereof, unless such tracts or parcels are separated by a dedicated street, road or other public way; or,

(b) comprises twenty (20) acres or more and which, together with the buildings and improvements situated thereon has an assessed value in excess of $200,000.00 for ad valorem tax purposes for the year preceding the annexation, is included within the territory proposed to be annexed without the written consent of the landowner or landowners.

8. The mailing address of each signer, the legal description of the land owned by each landowner and the date of signing of each signature are shown on this petition.

9. Attached to this petition is the affidavit of the circulator of this petition that each signature hereon is the signature of the person whose name it purports to be.

10. Accompanying this petition are an original and twenty-four (24) prints of an annexation map containing the following information:

(a) A written legal description of the boundaries of the area proposed to be annexed;

(b) A map showing the boundary of the area proposed to be annexed. (Such map shall be prepared by and contain the seal of a Colorado registered engineer or land surveyor);

(c) Within the annexation boundary map there is shown the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks;

(d) Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the City and the area proposed to be annexed with the dimension of such boundary.

11. The area proposed to be annexed is not presently a part of any incorporated city or town.

12. No part of the area proposed to be annexed is more than three miles in any direction from any point of the boundaries of the City as such was established more than one year before this annexation will take place.

13. As condition of and in consideration of the City annexing the area proposed to be annexed, Petitioners, for themselves and their heirs, personal representatives, successors and assigns:

(a) Waive and release all previously acquired or existing vested property rights attached to or established with respect to the area proposed to be annexed and acknowledge and agree that the annexation of the area proposed to be annexed is

not a site specific development plan and no vested property right shall attach to or be established with respect to the area proposed to be annexed.

(b) Acknowledge and agree that upon the annexation of the area proposed to be annexed and, subject to the provisions of the Annexation Agreement, the area shall become subject to the Charter, ordinances, resolutions, rules and regulations of the City, but that the City shall have no obligation to furnish or extend municipal services; including, but not limited to sanitary sewer services, to the area proposed to be annexed.

(c) "Vested property right" and "site specific development plan" shall have the same meaning as set forth in Chapter 12 of Title XVII of the 1971 Code of Ordinances of the City and Article 60, Title 24, C.R.S.

14. Petitioners consent and agree to the following conditions:

(a) Petitioners and the City shall enter into an Annexation Agreement prior to the effective date of this annexation.

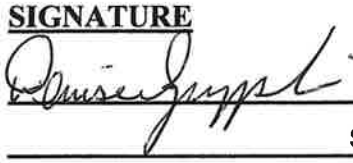
(b)

(c)

(d)

(e)

WHEREFORE, Petitioners request that the City Council of Pueblo approve the annexation of the above described area to the City of Pueblo (all Petitioners must sign this Petition within 180 days prior to the date of filing with the City Clerk.

SIGNATURE	MAILING ADDRESS	LEGAL DESCRIPTION	DATE OF SIGNING
	115 E. Riverwalk Suite 400 Pueblo, CO 81003	All of the S1/2 of the NW1/4 and a portion of the S1/2 of the NE1/4 of the NW1/4 of Section 22	7/29/2026

CIRCULATOR'S OATH

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The undersigned of lawful age being first duly sworn upon oath deposes and states that I circulated the foregoing Petition For Annexation and that each signature therein is the signature of the person whose name it purports to be.

Circulator's Signature

Subscribed and affirmed, or sworn to, before me in the County of Pueblo, State of Colorado, this 3rd day of August, 2026
By JAY FISHER.

Witness my hand and official seal.
My commission expires: 9-23-2028.

(SEAL)

Notary Public (or official title)

PATRICIA ANN VEGA ACKERMAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164035042
MY COMMISSION EXPIRES SEPTEMBER 23, 2028

August 04, 2026

1. AREA TO BE ANNEXED

ANNEXATION

All of the S ½ of the NW ¼ and a portion of the S ½ of the NE ¼ of the NW ¼ of Section 22, Township 20 South, Range 65 West of the 6th P.M. in the County of Pueblo, State of Colorado, being more particularly described as follows:

Beginning at the Northeast corner of Lot 2, Block 1 of the Pueblo Springs Apartments Subdivision, as filed for record on June 22, 2023 at Reception No. 2316294 in the Pueblo County records; thence N88°41'55"E, along the southerly right-of-way line of 31st Street as presently located, a distance 339.40 feet; thence along the arc of a tangent curve to the left whose radius is 540.00 feet, a distance of 208.92 feet to the West corner of Lot 1, Block 4, of the Parkwest Business Campus, Filing No. 5, as filed for record on May 8, 2008 at Reception No. 1768305 in the Pueblo County records; thence along the boundary of said Lot 1, Block 4 the following three (3) courses:

1) N88°41'24"E, a distance of 390.75 feet;
2) S01°28'16"E, a distance of 655.18 feet;
3) N88°38'31"E, a distance of 267.82 feet to the Southeast corner of said Lot 1, Block 4 of the Parkwest Business Campus, Filing No. 5;

thence S01°28'16"E along the West boundary of a parcel of land described under General Warranty Deed as filed for record on November 7, 2022 at Reception No. 2296340 in the Pueblo County records, a distance of 533.52 feet, thence along the arc of a tangent curve to the left whose radius is 1050.00 feet, a distance of 158.78 feet; thence S10°08'06", a distance of 81.91 feet; thence S79°51'54"W, a distance of 100.00 feet; thence S10°08'06"E, a distance of 300.00 feet; thence N79°51'54", a distance of 100.00 feet; thence S10°08'06", a distance of 78.40 feet; thence along the arc of a tangent curve to the right whose radius is 950.00 feet, a distance of 144.06 feet; thence S01°26'48", a distance of 19.93 feet to a point on the South line of the NW ¼ of Section 22; thence S88°35'17"W along the South line of the NW ¼ of Section 22, a distance of 2632.15 feet to the West quarter corner of Section 22, said point also being on the East right-of-way line of Colorado State Highway No. 45 (Pueblo Boulevard) as presently located; thence N00°32'37"W along said East right-of-way line of Colorado State Highway No. 45, a distance of 1313.20 feet to the Southwest corner of Lot 1, Block 1 of said Pueblo Springs Apartments Subdivision; thence N88°39'35"E, a distance of 1315.09 feet to the Southeast corner of Lot 2, Block 1 of said Pueblo Springs Apartments Subdivision; thence N01°18'05"W, a distance of 615.96 feet to the Point of Beginning.

Containing 89.93 acres, more or less.

2. PROPOSED NEW CITY LIMITS LINE:

Beginning at the Southeast corner of Lot 1, Block 4 of the Parkwest Business Campus, Filing No. 5; thence S01°28'16"E, a distance of 533.52 feet; thence along the arc of a tangent curve to the left whose radius is 1050.00 feet, a distance of 158.78 feet; thence S10°08'06"E, a distance of 81.91 feet; thence S79°51'54"W, a distance of 100.00 feet; thence S10°08'06"E, a distance of 300.00 feet; thence N79°51'54"E, a distance of 100.00 feet; thence S10°08'06"E, a distance of 78.40 feet; thence along the arc of a tangent curve to the right whose radius is 950.00 feet, a distance of 144.06 feet; thence S01°26'48"E, a distance of 19.93 feet to a point on the Present City Limits line and Point of Terminus.

AND

Beginning at the West quarter corner of Section 22; thence N00°32'37"W along the East right-of-way line of Colorado State Highway No. 45 as presently located, a distance of 1313.20 feet to a point on the Present City Limits line and the Point of Terminus.

3. CERTIFICATION OF PERIMETER:

At least one-sixth of the boundary of the land described in paragraphs one (1) above, is contiguous with the existing City Limits Line.

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, Colorado 81003

_____

Michael Leland Cuppy
Colorado Registered Professional
Land Surveyor No. 38485
For and on Behalf of NorthStar Engineering & Surveying Inc.

STATEMENT OF AUTHORITY

Pursuant to C.R.S. §38-30-172, the undersigned hereby executes this Statement of Authority on behalf of Pueblo Masterplan Communities, LLC,

a, Colorado Limited Liability Company, an entity other than an individual, capable of holding title to real property (the "Entity"), and states as follows:

The name of the Entity is Pueblo Masterplan Communities, LLC
a Colorado Limited Liability Company
(state type of entity and state, country, or other governmental authority under whose laws such entity is formed)

The mailing address for the Entity is 115 E. Riverwalk, Suite 400, Pueblo, CO, 81003

The name or position of the person authorized to execute instruments conveying, encumbering, or other affecting title to real property on behalf of the Entity is: Denise Szewczynski.

The limitations upon the authority of the person named above or holding the position described above to bind the Entity are as follows: None

(if no limitations, insert "None")

Other matters concerning the manner in which the Entity deals with any interest in real property are:

(if no other matters, leave this section blank)

EXECUTED this 29th day of July, 2026.

Signature: Denise Szewczynski

Name (typed or printed): Denise Szewczynski

Title (if any): member

STATE OF Colorado)
) ss.
COUNTY OF Pueblo)

The foregoing instrument was acknowledged before me this 29th day of July 2026 by Denise Szewczynski, on behalf of Pueblo Masterplan Communities LLC, a Colorado Limited Liability Company.

Witness my hand and official seal.

My commission expires: 02/12/2029

A Mitchell
Notary Public

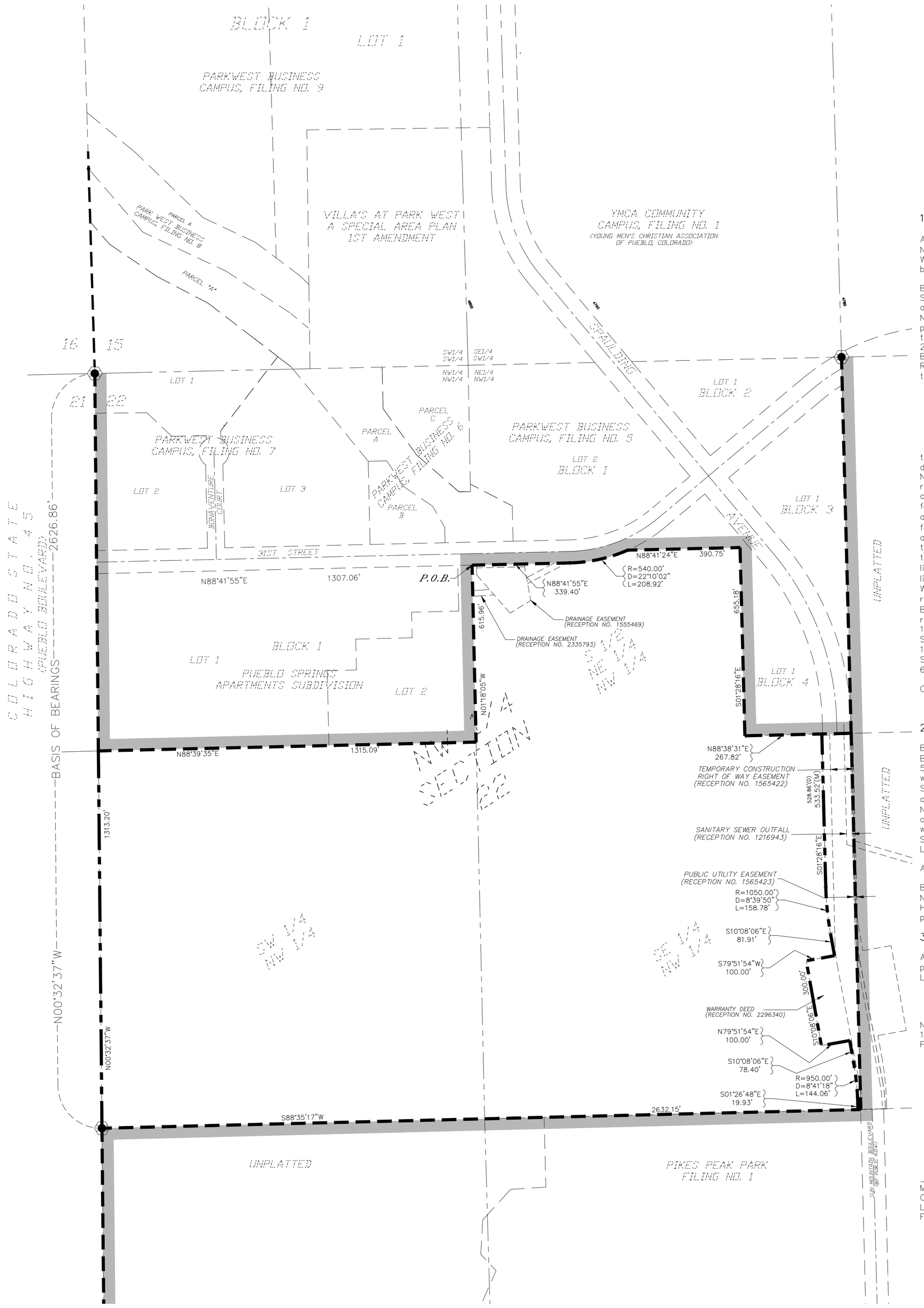
[SEAL]

ADRIANNA MITCHELL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20254006040
MY COMMISSION EXPIRES 02/12/2029

DPW 116
02/07/02

ANNEXATION TO THE CITY OF PUEBLO

A PARCEL OF LAND IN THE NW 1/4 OF SECTION 22,
TOWNSHIP 20 SOUTH, RANGE 65 WEST, OF THE 6TH P.M. IN THE
COUNTY OF PUEBLO, STATE OF COLORADO



1. AREA TO BE ANNEXED

All of the S1/2 of the NW1/4 and a portion of the S1/2 of the NE1/4 of the NW1/4 of Section 22, Township 20 South, Range 65 West of the 6th P.M. in the County of Pueblo, State of Colorado, being more particularly described as follows:

Beginning at the Northeast corner of Lot 2, Block 1 of the Pueblo Springs Apartments Subdivision, as filed for record on June 22, 2023 at Reception No. 2316294 in the Pueblo County records; thence N88°41'55"E, along the southerly right-of-way line of 31st Street as presently located, a distance 339.40 feet; thence along the arc of a tangent curve to the left whose radius is 540.00 feet, a distance of 208.92 feet to the West corner of Lot 1, Block 4, of the Parkwest Business Campus, Filing No. 5, as filed for record on May 8, 2008 at Reception No. 1768305 in the Pueblo County records; thence along the boundary of said Lot 1, Block 4 the following three (3) courses:

1) N88°41'24"E, a distance of 390.75 feet;
2) S01°28'16"E, a distance of 655.18 feet;
3) N88°38'31"E, a distance of 267.82 feet to the Southeast corner of said Lot 1, Block 4 of the Parkwest Business Campus, Filing No. 5;

thence S01°28'16"E along the West boundary of a parcel of land described under General Warranty Deed as filed for record on November 7, 2022 at Reception No. 2296340 in the Pueblo County records, a distance of 533.52 feet, thence along the arc of a tangent curve to the left whose radius is 1050.00 feet, a distance of 158.78 feet; thence S10°08'06", a distance of 81.91 feet; thence S79°51'54"W, a distance of 100.00 feet; thence S10°08'06"E, a distance of 300.00 feet; thence N79°51'54", a distance of 100.00 feet; thence S10°08'06", a distance of 78.40 feet; thence along the arc of a tangent curve to the right whose radius is 950.00 feet, a distance of 144.06 feet; thence S01°26'48", a distance of 19.93 feet to a point on the South line of the NW1/4 of Section 22; thence S88°35'17"W along the South line of the NW1/4 of Section 22, a distance of 2632.15 feet to the West quarter corner of Section 22, said point also being on the East right-of-way line of Colorado State Highway No. 45 (Pueblo Boulevard) as presently located; thence N00°32'37"W along said East right-of-way line of Colorado State Highway No. 45, a distance of 1313.20 feet to the Southwest corner of Lot 1, Block 1 of said Pueblo Springs Apartments Subdivision; thence N88°39'35"E, a distance of 1315.09 feet to the Southeast corner of Lot 2, Block 1 of said Pueblo Springs Apartments Subdivision; thence N01°18'05"W, a distance of 615.96 feet to the Point of Beginning.

Containing 89.93 acres, more or less.

2. PROPOSED NEW CITY LIMITS LINE:

Beginning at the Southeast corner of Lot 1, Block 4 of the Parkwest Business Campus, Filing No. 5; thence S01°28'16"E, a distance of 533.52 feet; thence along the arc of a tangent curve to the left whose radius is 1050.00 feet, a distance of 158.78 feet; thence S10°08'06"E, a distance of 81.91 feet; thence S79°51'54"W, a distance of 100.00 feet; thence S10°08'06"E, a distance of 300.00 feet; thence N79°51'54"E, a distance of 100.00 feet; thence S10°08'06"E, a distance of 78.40 feet; thence along the arc of a tangent curve to the right whose radius is 950.00 feet, a distance of 144.06 feet; thence S01°26'48"E, a distance of 19.93 feet to a point on the Present City Limits line and Point of Terminus.

AND

Beginning at the West quarter corner of Section 22; thence N00°32'37"W along the East right-of-way line of Colorado State Highway No. 45 as presently located, a distance of 1313.20 feet to a point on the Present City Limits line and the Point of Terminus.

3. CERTIFICATION OF PERIMETER:

At least one-sixth of the boundary of the land described in paragraphs one (1) above, is contiguous with the existing City Limits Line.

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, Colorado 81003

_____
Michael Leland Cuppy
Colorado Registered Professional
Land Surveyor No. 38485
For and on Behalf of NorthStar Engineering & Surveying Inc.

LEGEND

- FOUND NO. 6 REBAR WITH 3 1/4" DIAMETER BRASS CAP, DEPARTMENT OF INTERIOR-BLM (APPROPRIATELY STAMPED)
- EXISTING CITY LIMITS LINE
- PROPOSED CITY LIMITS LINE
- P.O.B. — POINT OF BEGINNING
- (M) — MEASURED
- (D) — DEED

BASIS OF BEARINGS:

THE WEST LINE OF NW 1/4 OF SECTION 22, T. 20 S,, R. 65 W, OF THE 6TH P.M. TO BEAR N. 00°32'37" W.

SCALE: 1" = 200'

0 100' 200' 400'

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH ST. PUEBLO, CO 81003
(719)544-6823
(719)544-6825 FAX

TITLE: PUEBLO MASTERPLAN COMMUNITIES ANNEXATION			
SCALE: 1" = 200'	DRAWN BY: NJK	FILE: 1604105ANNEX.DWG	
DATE: 08-04-26	CHECKED BY: MLC	JOB NO. 1604105	

Docusign Envelope ID: A678F306-195C-8B32-82BE-16359A026079

City Clerk's Office Item # M3

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 24, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Alyssa Parga, Executive Assistant to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF JANELLE QUICK AND SHANNON VARGAS TO SERVE A THREE-YEAR TERM EXPIRING AUGUST 31, 2029, ON THE EL CENTRO DEL QUINTO SOL RECREATION CENTER BOARD OF DIRECTORS

SUMMARY:

This Resolution confirms the appointment by the Mayor of Janelle Quick and Shannon Vargas to serve a three-year term expiring August 31, 2029, on the El Centro del Quinto Sol Recreation Center Board of Directors.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

Due to the term expiration of Janelle Quick and the removal of Joe Latino, there are two positions available on this board. Ms. Quick is eligible for reappointment.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

Docusign Envelope ID: A678F306-195C-8B32-82BE-16359A026079

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: A678F306-195C-8B32-82BE-16359A026079

RESOLUTION NO. 16406

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF JANELLE QUICK AND SHANNON VARGAS TO SERVE A THREE-YEAR TERM EXPIRING AUGUST 31, 2029, ON THE EL CENTRO DEL QUINTO SOL RECREATION CENTER BOARD OF DIRECTORS

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Janelle Quick and Shannon Vargas to the El Centro del Quinto Sol Recreation Center Board of Directors; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Janelle Quick and Shannon Vargas to the El Centro del Quinto Sol Recreation Center Board of Directors to serve a three-year term expiring August 31, 2029, 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 24, 2026

BY: Selena Ruiz-Gomez
MEMBER OF CITY COUNCIL

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

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

Docusign Envelope ID: A678F306-195C-8B32-82BE-16359A026079

City Clerk's Office Item # M4

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 24, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Alyssa Parga, Executive Assistant to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF HEATHER BLACK TO COMPLETE A THREE-YEAR TERM EXPIRING DECEMBER 31, 2027, ON THE PUEBLO HUMAN RELATIONS COMMISSION

SUMMARY:

This Resolution confirms the appointment by the Mayor of Heather Black to complete a three-year term expiring December 31, 2027, on the Pueblo Human Relations Commission

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:

There are four (4) total appointments available on the HRC. There are TWO (2) available to serve a three-year term expiring December 31, 2028; ONE (1) position available for a term expiring December 31, 2027; and ONE (1) appointment available to serve a term expiring December 31, 2026.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

Docusign Envelope ID: A678F306-195C-8B32-82BE-16359A026079

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: A678F306-195C-8B32-82BE-16359A026079

RESOLUTION NO. 16407

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF HEATHER BLACK TO COMPLETE A THREE-YEAR TERM EXPIRING DECEMBER 31, 2027, ON THE PUEBLO HUMAN RELATIONS COMMISSION

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Heather Black to the Pueblo Human Relations Commission; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Heather Black to the Pueblo Human Relations Commission to complete a four-year term expiring December 31, 2027, 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 24, 2026

BY: Selena Ruiz-Gomez
MEMBER OF CITY COUNCIL

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

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

Docusign Envelope ID: A678F306-195C-8B32-82BE-16359A026079

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 24, 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-26-24) TO THE YMCA OF PUEBLO FOR THE USE OF THE OUTER LANES OF SPAULDING AVENUE (BOTH DIRECTIONS) BETWEEN THE NORTH ENTRANCE OF THE YMCA AND PUEBLO BOULEVARD (BOTH DIRECTIONS) BETWEEN SPAULDING AVENUE AND ITS NORTH-EASTERN TERMINUS FOR THE 5K RUN/WALK CORPORATE CUP EVENT

SUMMARY:

Attached is a draft Revocable Permit (REV-26-24) to the YMCA of Pueblo for the use of Spaulding Avenue to host their Corporate Cup 5K Run/Walk event.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The YMCA of Pueblo has submitted a Revocable Permit application (REV-26-24) for the use of the outer lanes of Spaulding Avenue (both directions) between the north entrance of the YMCA and Pueblo Boulevard (both directions) between Spaulding Avenue and its north-eastern terminus for the 5K run/walk Corporate Cup event on September 12, 2026, from 7:00 a.m. to 9:00 a.m.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

Docusign Envelope ID: A678F306-195C-8B32-82BE-16359A026079

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve this 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 - 26-24

Docusign Envelope ID: A678F306-195C-8B32-82BE-16359A026079

RESOLUTION NO. 16408

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-26-24) TO THE YMCA OF PUEBLO FOR THE USE OF THE OUTER LANES OF SPAULDING AVENUE (BOTH DIRECTIONS) BETWEEN THE NORTH ENTRANCE OF THE YMCA AND PUEBLO BOULEVARD (BOTH DIRECTIONS) BETWEEN SPAULDING AVENUE AND ITS NORTH-EASTERN TERMINUS FOR THE 5K RUN/WALK CORPORATE CUP EVENT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-26-24) is authorized to be issued to the YMCA of Pueblo for the use of the outer lanes of Spaulding Avenue (both directions) between the north entrance of the YMCA and Pueblo Boulevard (both directions) between Spaulding Avenue and its north-eastern terminus for the 5K run/walk Corporate Cup event on September 12, 2026, from 7:00 a.m. to 9:00 a.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-26-24).

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 24, 2026

BY: Selena Ruiz-Gomez
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: Clyde Bishop F1C1AF8727B149A...
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: **YMCA of Pueblo 3200 E Spaulding Ave 7194655241**
2. Permitted Area: **Outer lanes of Spaulding Avenue (both directions) between the north entrance of the YMCA and Pueblo Boulevard (both directions) between Spaulding Avenue and its north-eastern terminus.**
3. Purpose of Revocable Permit: Closure of the permitted area to vehicular traffic to facilitate the 2026 Corporate Cup 5K Run/Walk.
4. Commencement Date: **September 12, 2026** Time: **7:00 AM**
5. Ending Date: **September 12, 2026** Time: **9:00 AM**

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 12 day of August, 2026.

PERMITTEE:

Organization or Individual: YMCA of Pueblo

By: Dirk Hodge

Title: Senior program Director

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 12 day of August, 2026 by Dirk Hodge as Senior program director.

My commission expires: _____.

TACY 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

Docusign Envelope ID: A678F306-195C-8B32-82BE-16359A026079

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 24, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: A RESOLUTION APPROVING COMPENSATION WITH RESPECT TO A LEGAL SERVICES AGREEMENT WITH FAIRFIELD & WOODS, P.C.

SUMMARY:

This Resolution approves compensation set forth in the Legal Services Agreement with Fairfield & Woods P.C., a copy of which is attached hereto.

PREVIOUS COUNCIL ACTION:

Not applicable.

BACKGROUND:

Pursuant to Section 6-7 of the City Charter, special counsel is retained solely by the City Attorney but compensation is approved by City Council. The law firm of Fairfield & Woods PC is being retained to represent the City of Pueblo before the Public Utilities Commission in case Proceeding No. 26V-0232E, Black Hills Colorado Electric, LLC Rate Case.

FINANCIAL IMPLICATIONS:

This firm's standard hourly billing rates for the attorneys expected to work on the engagement is $585/hour.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

Docusign Envelope ID: A678F306-195C-8B32-82BE-16359A026079

ALTERNATIVES:

Not approve Resolution.

RECOMMENDATION:

Approve the Resolution.

ATTACHMENTS:

1. Engagement_Letter

Docusign Envelope ID: A678F306-195C-8B32-82BE-16359A026079

RESOLUTION NO. 16409

A RESOLUTION APPROVING COMPENSATION WITH RESPECT TO A LEGAL SERVICES AGREEMENT WITH FAIRFIELD & WOODS, P.C.

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Compensation set forth in the Legal Services Agreement with Fairfield & Woods, P.C, a copy of which is attached hereto, is hereby approved.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: August 24, 2026

BY: Selena Ruiz-Gomez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AD462...
PRESIDENT OF CITY COUNCIL

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

Docusign Envelope ID: 4630A083-7091-8B38-820D-1902BFD6B4BE

Fairfield & Woods P.C.

Mark A. Davidson
(303) 894-4425
mdavidson@fwlaw.com

August 6, 2026

Via DocuSign: csikes@pueblo.us

Carla Sikes, City Attorney
City of Pueblo
1 City Hall Place, Third Floor
Pueblo, CO 81003

Re: Black Hills Colorado Electric, LLC - *Proceeding No. 26AL-0232E*
Engagement of Fairfield and Woods, P.C.

Dear Ms. Sikes:

Thank you for selecting Fairfield and Woods, P.C., as attorneys for City of Pueblo (the "City"). This letter and the attached Policies and Procedures Addendum are intended to set forth our agreement for providing legal services to the City.

The City is retaining Fairfield and Woods, P.C. ("We", "Us", "Our"), as its attorneys to represent the City for the purpose of advocating for the City and the ratepayers within the City of Pueblo in Black Hills Colorado Electric, LLC's rate increase Proceeding No. 26AL-0232E. The City has not retained us at this time to take any other action on its behalf.

It is anticipated that I will be primarily responsible for the City's account. My current billing rate for work done on behalf of the City is $585.00 per hour.

From time to time, other attorneys or paralegals may assist. Their billing rates will vary. We reserve the right to adjust our hourly rates from time to time and will inform the City of any changes in the rates set forth herein.

Due to our longstanding relationship, we are not requesting a retainer at this time, but we reserve the right to require an advance in the future. The City will be invoiced monthly for our fees and out-of-pocket costs. We reserve the right to require a retainer as a condition of continued representation. If there is any balance of the retainer remaining after all of our invoices have been paid, it will be refunded to the City at the conclusion of this engagement.

In performing this work, we will be representing the City as an entity, rather than you or any other individual at the City. This means our duty is to the City and we must place its welfare and interests ahead of the interests of any individual within the City. In many cases, what is best for the City will also be best for each individual at the City. If a conflict of interest arises, it may be necessary for the City to obtain separate legal counsel. We are accepting this representation with the understanding that no such conflict issues exist. If you become aware of any actual or potential conflict of interest, you must promptly advise us.

Docusign Envelope ID: 4630A083-7091-8B38-820D-1902BFD6B4BE

We want the City to be confident and enthusiastic about our services and our representation. Please do not hesitate to contact us to let us know how we can better serve the City, or if you have any questions about the progress of the matter, our representation, our bills, other services we might provide, or any other matter.

If the terms set forth herein and in the attached Policies and Procedures Addendum are acceptable, please sign below and return to me via DocuSign.

We look forward to working with you.

Sincerely,

s/ Mark A. Davidson

Mark A. Davidson
Fairfield and Woods, P.C.

MAD:sym

Attachment

cc: Mayor Heather Graham, City of Pueblo, Colorado

I have read and hereby agree to the terms of the foregoing engagement letter and attached Policies and Procedures Addendum.

City of Pueblo
Company Name

Date: _____

By: _____

Title: City Attorney

Docusign Envelope ID: 4630A083-7091-8B38-820D-1902BFD6B4BE

Policies and Procedures Addendum

REQUIRED FEE DISCLOSURE: AS REQUIRED TO BE SET FORTH BY C.R.S. § 6-1-737, WE ADVISE THE COMPANY THAT THE TOTAL PRICE FOR LEGAL SERVICES TO BE PROVIDED UNDER THIS ENGAGEMENT LETTER CANNOT BE PRECISELY DETERMINED AT THIS TIME DUE TO THE VARIABLE NATURE OF LEGAL WORK. TIME SPENT BY OUR ATTORNEYS, PARALEGALS, AND OTHER STAFF AND REIMBURSEMENT OF EXPENSES INCURRED DURING THE COURSE OF REPRESENTATION WILL BE THE BASIS FOR THE TOTAL PRICE. THE HOURLY RATES FOR OUR ATTORNEYS, PARALEGALS, AND (WHERE APPLICABLE) OTHER STAFF ARE SET FORTH ELSEWHERE IN THIS ENGAGEMENT LETTER AND/OR OUTLINED IN OUR INVOICES. THE TIME SPENT AND EXPENSES INCURRED WILL BE SET FORTH ON INVOICES THAT WILL BE SENT TO THE COMPANY ON A MONTHLY BASIS. THE TOTAL PRICE OF OUR LEGAL SERVICES AND THE AMOUNT OF OUR EXPENSES INCURRED ON THE COMPANY'S BEHALF WILL VARY AND MAY INCREASE OR DECREASE ON A MONTH-TO-MONTH BASIS DEPENDING ON THE NEEDS AND PROGRESS OF THE MATTER.

Expenses and Disbursements: We invoice for out-of-pocket expenses separate from fees for legal services. The Company is responsible for out-of-pocket disbursements, such as filing fees, hand deliveries outside downtown Denver, overnight courier service, and travel expenses. We do not generally charge for routine copying; however, we may charge for large copy projects performed in-house at a rate of $0.20 per page. If time allows, and especially if the copying project is large, we may outsource the copying project to reduce the cost. We do not normally advance out-of-pocket costs of more than $1,500.00, and if we receive a bill for such services, we may ask that the Company pay it directly to the vendor.

Billing and Payment: We will invoice monthly for our legal fees, expenses, and disbursements. Our invoices will itemize time and expenses. Our invoices are due upon receipt. Unless specifically provided in our Engagement Letter, the Company's obligation to pay our invoices when due is not contingent on the result achieved. We cannot and do not guarantee any particular result. For outstanding invoices, a late payment charge of one percent (1%) per month will be assessed on the last day of each month against all unpaid fees and costs that were billed before the beginning of that month. In the event we must commence legal action to collect any sums owed, the Company agrees to pay the fees and expenses, including reasonable

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attorneys' fees, that we incur, regardless of whether the matter proceeds in court. Should the Company ever have questions about our invoices, please do not hesitate to contact us.

File Retention and Destruction: The Company agrees that any materials in our file on this matter may be destroyed, at our sole discretion, 24 months after the matter is concluded or our representation of the Company ends ("Retention Period"), provided that there are no pending or threatened legal proceedings known to us that relate to the matter. At any time prior to the expiration of the Retention Period, the Company may request in writing the return of any or all materials in our file. (*see also* Client Documents and Data, below). We are not required to provide notice to the Company prior to destruction of our file.

Client Documents and Data:

(a) Cloud Storage. We will use third-party cloud services for the Company's data and the data of other parties during and after our representation. Cloud services do not guarantee immunity from invasion or misuse, but the cloud services we use have state-of-the-art data protections and provide appropriate security protections for the confidentiality of data without significant risk of inappropriate access.

We require that those cloud services employ the latest standards of data encryption, password protection, access verification, firewalls, antivirus software, intrusion detection, and system monitoring, as well as assurance of adherence to applicable data privacy and security laws. The Company's acceptance of this Agreement confirms its consent to our using such cloud services for its data.

(b) Artificial Intelligence. We may use third-party artificial intelligence ("AI") services. That will include information in our files and databases that may include the Company's data and may involve transmission to third party providers of AI services so that appropriate searches, research, or output can be generated. Such data may also be used to improve the service, but it will not be used to train an AI model, appear in an output result that will be available to third parties, or be retained by a third-party AI provider.

We review the AI providers that we engage to ensure that they have technical and administrative controls in place to maintain the confidentiality and security of information. We require that they stay abreast of security and other developments to continue such protection. That said, AI is evolving rapidly, so it is not possible to anticipate how potential intruders and hackers will use technological or other advancements to infiltrate or compromise data systems, including those containing or using AI. Therefore, we cannot assure that our use of AI will be immune from unauthorized access or misuse. The Company's acceptance of this Agreement will confirm its consent to our using such AI for and in connection with our representation. If the Company does not consent, please strike this subparagraph and initial that change in the margin.

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(c) Data Privacy. The applicable Rules of Professional Conduct (and any other applicable attorney ethics rules, collectively as applicable, "Ethics Rules") mandate various practices applicable to client confidentiality. Ethics Rules also inform many of our broader data privacy practices. In addition, we undertake reasonable measures to handle client information in compliance with data privacy laws. Such measures include technical, organizational, and other controls. Our practices are constantly evolving in response to the data privacy and cybersecurity landscape at large, including proactive steps to handle the Company's data in a lawful and prudent manner.

Our legal basis for processing client data includes performance of a contract (such as the one created by this Engagement Letter), satisfaction of legal obligations (such as those provided by Ethics Rules or in response to court orders), and in furtherance of our legitimate business interests (such as protecting client interests, ensuring professional standards, and other initiatives – all of which remain subject to the terms of this Engagement Letter). Moreover, the Company's execution of this Engagement Letter demonstrates its consent for data processing of many of our activities. Please reach out if you have additional questions about our legal basis for processing.

Like most modern businesses, we make use of third-party data processors and vendors to achieve specific business functions. These relationships may be governed by various data privacy laws. We will make reasonable efforts to ensure compliance with applicable law. Please note that many of these third parties have their own policies applicable to data privacy.

(d) Data Breaches. If there is a data breach involving your client information, we will make reasonable efforts, in accordance with applicable law and Ethics Rules, to investigate the breach and endeavor to react appropriately. Such efforts may include attempting to avoid or mitigate any harm to our clients and following the procedures that we is bound to under data privacy laws.

(e) Requests for Copies. If the Company requests a copy of a portion or all of our files for this engagement, whether before or after our representation ends, and if a substantial amount of material is being provided, we may invoice for the reasonable costs of copying, assembly, and delivery of such materials (*see also* Billing and Payment, above).

Termination: We have the right to terminate our representation when termination is required or allowed under the Ethics Rules, including if the Company fails to pay our fees or expenses. Upon termination of our representation, the Company shall be immediately responsible for all fees and expenses through the effective date of termination.

Corporate Transparency Act: The federal Corporate Transparency Act, which is a part of the Anti-Money Laundering Act of 2020, requires that certain entities (both existing and newly formed): (1) report to the Financial Crimes Enforcement Network ("FinCEN") of the U.S. Department of the Treasury the identity and other information about their beneficial owners

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and the persons who create them; and (2) update and correct their reports to assure they are current, complete, and accurate ((1) and (2), collectively, "FinCEN Reporting"). The Company is solely responsible for FinCEN Reporting. Regardless of whether we advise or prepare documents as to the Company's structure or ownership, we will not be responsible for FinCEN Reporting or for storing or collecting information for the purposes of FinCEN Reporting.

If one or more of our attorneys, paralegals, or staff members is listed as a Company applicant in the Company's beneficial ownership report to FinCEN, their status as such will not alter the Company's responsibility for FinCEN Reporting. The responsibility of our attorneys, paralegals, and staff who may act as a Company applicant is strictly limited to reporting and updating their own personal information with FinCEN.

Governing Law and Venue: Our representation of the Company shall be governed by and construed and enforced in accordance with the laws of the United States and the State of Colorado. Exclusive venue for any dispute in connection with our representation of the Company shall be in the state or federal courts in Denver, Colorado, and the Company and we both consent to the jurisdiction of those courts.

Attorney-Client Privilege: All written and verbal communications between the Company representatives and us in connection with this engagement are confidential and protected by the attorney-client privilege. To maintain this privilege, it is important that Company representatives do not discuss or disclose the communications or advice given by us with any third parties. The disclosure of communications or advice we give in connection with this engagement to parties outside the attorney-client relationship may waive the privilege. If the Company has questions about what information may be shared in connection with this engagement, please contact us prior to sharing any information.

More Information About the Firm: Our website www.fwlaw.com, provides additional information about our services, including numerous articles we have written on various legal subjects, as well as contact information. We would be happy to discuss any other legal needs the Company may have.

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Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 24, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Barb Huber, Fire Chief

SUBJECT: A RESOLUTION ACCEPTING THE LETTER OF AGREEMENT REGARDING PROCEDURES OUTLINED BETWEEN PUEBLO AIRPORT TRAFFIC CONTROL TOWER, ARFF, AND THE CITY OF PUEBLO DEPARTMENT OF AVIATION

SUMMARY:

This Resolution repeals any prior agreements and adopts the new Airport Rescue and Fire Fighting Procedures 2026.

PREVIOUS COUNCIL ACTION:

N/A

BACKGROUND:

The aircraft Rescue and Firefighting procedures outlines operations on the airfield at Pueblo Memorial Airport. This 2026 updated agreement was a collaboration between, City of Pueblo and Pueblo Airport Traffic Control Tower (PUBATCT). The procedure designates roles and responsibilities, unifies agency responses and allows for clear communication during airport responses which often cross political boundaries i.e. are not contained in a county or city boundary.
This plan is adaptable to fit a crisis and provides tools to quickly and efficiently respond. It is designed to be in compliance with state and federal laws and regulations. The prior resolution is substantially the same as this and the new EOP was prepared in accordance with the current resolution, however, it includes duties of a city manager that need to be revised.

FINANCIAL IMPLICATIONS:

There are no costs associated with the adoption of the EOP.

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BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

This plan was developed in coordination with the Pueblo County Sheriff's office and many diverse agencies that have a role in an emergency.

ALTERNATIVES:

Not to approve Resolution and instead rely on the resolution adopted in 1991.

RECOMMENDATION:

Approve the Resolution.

ATTACHMENTS:

1. PUB ARFF Procedures LOA

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RESOLUTION NO. 16410

A RESOLUTION ACCEPTING THE LETTER OF AGREEMENT REGARDING PROCEDURES OUTLINED BETWEEN PUEBLO AIRPORT TRAFFIC CONTROL TOWER, ARFF, AND THE CITY OF PUEBLO DEPARTMENT OF AVIATION

WHEREAS, the Colorado Disaster Emergency Act, C.R.S. §24-33.5.701 et seq. requires political subdivisions to prepare plans and establish capabilities to carry out emergency functions to prevent, minimize and repair injury and damage resulting from any disaster as defined in the Act; and

WHEREAS, by past resolutions (Reso. 6923 and 6461) City established suitable arrangements in compliance with state law with the Board of County Commissioners of Pueblo County ("the Board"), Colorado through the Civil Defense Agency for furnishing mutual aid in coping with disasters; and

WHEREAS, The Board created the Pueblo County Department of Public Safety to the Office of Emergency Management in the Division of Local Government of the Department of Local Affairs; and

WHEREAS, it is the intent and desire of the City of Pueblo to continue to properly discharge the City's responsivities under state law; and

WHEREAS, it is the further intent and desire of the City to meet the requirements necessary to qualify for federal and state disaster and emergency assistance programs; and

WHEREAS, the Pueblo County Sherrif, Emergency Management Coordinator has created a new EOP in conjunction with responsible agencies including those of the City; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Office of Emergency Preparedness is hereby designated as the local disaster agency responsible for disaster preparedness and coordination of response within the County of Pueblo and City of Pueblo.

SECTION 2.

City hereby declares its intention to cooperate with the Board in a mutual effort in planning, execution and coordination of disaster services within Pueblo County, Colorado.

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SECTION 3.

The duties and responsibilities of the City and Board shall be carried out as follows:

A. The Mayor of the City of Pueblo shall:
    a. Provide direction and control for Pueblo City forces before, during and after disaster operations.
    b. Assure continuity of City government at all levels in a declared disaster.
    c. Have the power to declare that a disaster exists within the City of Pueblo. Such declaration shall continue for a period not to exceed seven (7) days. Such declaration may be continued or renewed for a period in excess of seven (7) days with the consent of a majority of the members of City Council. Any order or proclamation declaring, continuing or terminating a disaster shall be filed promptly with the Division of Local Government of the Department of Local Affairs of the State of Colorado and with the City Clerk. Such orders or proclamations shall be given prompt and general publicity and shall be promptly distributed to the appropriate representatives of the new media.

B. The Director of the Department acting by and through the Coordinator of the Office of Emergency Preparedness shall:
    a. Have direct responsibility for the organization, administration and operation of the Office of Emergency Preparedness.
    b. Accept and comply with all applicable regulations and standards of the Federal Emergency Management Agency (FEMA) and the office of Emergency Management, Division of Local Affairs of the Colorado Department of Local Affairs relating to the development of a disaster operational capability and the receipt of federal and state assistance in that development and to sign and submit all documents and materials associated with such development.
    c. Prepare and submit an annual budget to the Board of County Commissioners and the Mayor.
    d. Prepare and keep current, subject to the approval of the Mayor the Pueblo Emergency Plan to conform to the standards and requirements as promulgated by the aforesaid Colorado Office of Emergency Management.
    e. Assist all appropriate officials in preparing a clear and complete statement of emergency responsibilities of all agencies which may be activated in the event of a disaster.
    f. In the event of a declared disaster, act under the direction of the Mayor and Board of county Commissioners, or its designee, in undertaking the mitigation, response, and recovery during such disaster.

SECTION 4.

Resolution No. 6923 is hereby repealed.

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SECTION 5.

The officers 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 6.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: August 24, 2026

BY: Selena Ruiz-Gomez
MEMBER OF CITY COUNCIL

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

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

Pueblo Airport Traffic Control Tower, the City of Pueblo Department of Aviation, and Aircraft Rescue and Fire Fighting

LETTER OF AGREEMENT

EFFECTIVE:

SUBJECT: Aircraft Rescue and Fire Fighting Procedures

1. PURPOSE: This Letter of Agreement (LOA) establishes procedures for alerting Aircraft Rescue and Fire Fighting (ARFF) at Pueblo Memorial Airport.

2. CANCELLATION: Letter of Agreement same parties/subject, dated October 7, 2013.

3. SCOPE: The procedures outlined herein are for use between Pueblo Airport Traffic Control Tower (PUB ATCT), ARFF, and the City of Pueblo Department of Aviation, Pueblo Memorial Airport (Airport Operations).

4. RESPONSIBILITIES:

a. PUB ATCT is responsible for approving/disapproving operations and the movement of vehicles, aircraft, and personnel in the movement areas.

b. When released by PUB ATCT, the ARFF Incident Commander (ARFF IC) assumes responsibility for the affected movement areas and emergency site.

c. The ARFF IC is responsible for determining the amount of equipment and number of personnel responding to the alert.

d. Airport Operations is responsible for issuing Notices to Airmen (NOTAMs) concerning the affected movement area.

e. Each signatory is responsible for compliance by personnel under their authority with the provisions contained herein. Training both initial and recurrent of involved personnel is also the responsibility of the signatories.

f. Each signatory is responsible for retaining a copy of the current Crash Grid Map available for aircraft incidents occurring outside of the landing surfaces.

5. PROCEDURES:

a. General.

(1) Local Control 1 (Tower 1) frequency 119.1 is designated the Discrete Emergency Frequency (DEF). The DEF will be utilized for communication between Tower 1, the emergency aircraft, the ARFF IC, and Airport Operations.

(2) Any vehicle utilized by the ARFF IC or any Airport Operations vehicle that will proceed to the emergency site must have a radio with the following channels preset and labeled:

(a) Ground Control: 121.9

(b) Tower 1: 119.1

(c) Tower 2: 123.67

Pueblo Airport Traffic Control Tower, the City of Pueblo Department of Aviation, and Aircraft Rescue and Fire Fighting

b. PUB ATCT must:

(1) During operational hours, alert ARFF when a potential or actual emergency exists in the opinion of any one of the following:

(a) The air traffic specialist on duty.

(b) The pilot of the aircraft concerned.

(c) The operator of the aircraft or their representative.

(d) A representative of airport management.

(2) Use the following terms to describe the urgency of the situation for initial ARFF notification:

(a) Alert I - Aircraft approaching the Airport with minor difficulty.

(b) Alert II - Aircraft approaching the Airport with major difficulty.

(c) Alert III - Aircraft involved in an accident on or near the Airport

(3) For Alert I, II, and III notify ARFF via the Crash Phone.

(4) As soon as possible, provide ARFF with the following:

(a) Number of people on board - passengers and crew.

(b) Nature of emergency.

(c) Aircraft type.

(d) Fuel remaining.

(5) After ARFF has been alerted, notify a representative of Airport Management utilizing one of the following:

(a) Ground Control (GC) frequency 121.9.

(b) Airport Operations (719) 320-2710.

(6) After ARFF responds on GC 121.9, provide additional information to include aircraft location or landing runway, estimated time of arrival, or any other pertinent information.

(7) Advise the ARFF IC when the emergency aircraft is next to land.

(8) Switch all non-emergency airborne aircraft to Local 2 frequency 123.67 and utilize the DEF for emergency communication.

(9) Resolve air traffic and/or vehicle conflicts, then authorize access to and release control of the affected movement area to the ARFF IC.

(10) Initiate a test of the crash phone between 7:30 and 8:00 a.m. local daily.

c. ARFF IC must:

(1) After receiving the alert, exit the fire station and immediately contact PUB ATCT GC on 121.9 for clearance to proceed to a standby location of their choosing.

(2) When instructed by GC, change to Tower 1/DEF and await clearance to enter the runway. Tower 1 will advise the ARFF IC when the emergency aircraft is next to land and then direct ARFF onto the runway when appropriate. Unless additional restrictions are issued, the ARFF IC assumes control of the affected movement area and emergency site when directed onto the runway.

(3) After entering the runway, utilize the DEF for communication with PUB ATCT and the emergency aircraft. PUB ATCT will direct other air traffic to 123.67.

(4) Relay information to the emergency aircraft regarding the external status of the aircraft, whether evacuation is recommended, and other hazards that may not be readily apparent to the pilot or PUB ATCT.

(5) ln order to facilitate reopening of the runway, clear Airport Operations vehicles to enter the area as soon as it is safe to do so.

d. Airport Operations must:

(1) Contact GC for clearance to proceed onto the movement area. GC will instruct operations vehicles where to standby and when to change to the Tower 1/DEF for clearance onto the runway

(2) Issue a NOTAM opening/closing the affected movement area as needed.

MEGAN B CARRERAS

Digitally signed by MEGAN B CARRERAS
Date: 2026.07.16 12:00:42 -06'00'

Megan Carreras
Air Traffic Manager
Pueblo ATCT

Greg Pedroza
Director of Aviation
Pueblo Memorial Airport

Heather Graham
Mayor
City of Pueblo

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Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 24, 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 CONCERNING THE ASSESSMENT OF COSTS FOR THE DEMOLITION AND ABATEMENT OF DANGEROUS STRUCTURES UPON THE PROPERTY LOCATED AT 125 E. 7TH STREET WITHIN THE CITY OF PUEBLO AND SETTING A DATE FOR COUNCIL HEARING THEREON

SUMMARY:

This Resolution will set a date for a public hearing regarding the assessment of costs for the demolition of dangerous structures at 125 E. 7th Street in the City of Pueblo.

PREVIOUS COUNCIL ACTION:

On November 23, 1998, by Ordinance No. 6369, City Council adopted with modifications the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition.

On December 11, 2023, by Resolution No. 15446, City Council approved the award of a building demolition contract including the abatement of dangerous buildings on the properties located at 125 E. 7th Street.

BACKGROUND:

Pursuant to Chapter 13 of Title IV of the Pueblo Municipal Code and Chapter 8 of the Uniform Code for Abatement of Dangerous Buildings, the Building Official has determined the building(s) located at 125 E. 7th Street, respectively, were in a dangerous condition, and after giving proper notice to the owner, requested the City of Pueblo to demolish these buildings. The buildings have been demolished, and the costs incurred by the City of Pueblo have been compiled by the Director of Public Works in a Report of Demolition.

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In accordance with Section 903 of the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition (as amended), a public hearing is required prior to making an assessment to recover costs related to demolition work performed by the City of Pueblo.

Passage of this Resolution will set a date for the required public hearing so that City Council may hear the Reports of Demolition as well as any complaints, objections, or protests filed by interested parties related to the projects.

FINANCIAL IMPLICATIONS:

Passage of this Resolution will have no direct financial impact upon the City of Pueblo.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

The property at 125 E. 7th Street was inspected by the Building Official of Pueblo Regional Building Department. Following the inspections, a condemnation Notice and Order was served and posted, as required, for each property and the respective property owners were provided an opportunity to appeal their Notice and Order. The property owners failed to make the required repairs or to abate the dangerous buildings on their properties. The Notice and Order documents were recorded for each property in the records of the Pueblo County Clerk and Recorder. The cases were then referred to the City of Pueblo with a request from the Building Official for the City to abate the dangerous buildings on the said properties. The demolition work at 125 E. 7th Street was completed in May 2024, and the total cost incurred by the City was $750,922.08.

ALTERNATIVES:

If this resolution is not approved, the City of Pueblo will not be able to hold the public hearing required under Section 903 of the Uniform Code for the Abatement of Dangerous Buildings prior to assessing the demolition project costs and the City will not recover the costs associated with the completed project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

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RESOLUTION NO. 16411

A RESOLUTION CONCERNING THE ASSESSMENT OF COSTS FOR THE DEMOLITION AND ABATEMENT OF DANGEROUS STRUCTURES UPON THE PROPERTY LOCATED AT 125 E. 7TH STREET WITHIN THE CITY OF PUEBLO AND SETTING A DATE FOR COUNCIL HEARING THEREON

WHEREAS, pursuant to Chapter 13 of Title IV of the Pueblo Municipal Code and Chapter 8 of the Uniform Code for Abatement of Dangerous Buildings, as adopted and amended, the Director of Public Works has caused the demolition and removal of buildings and structures found to be dangerous; and,

WHEREAS, the Director of Public Works has filed his reports with respect to the costs thereof with the City Clerk, copies of which are attached hereto and incorporated herein; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

A hearing on the assessment of such costs and on any property owners' or agents' complaints, objections, or protests to the costs of demolition and removal of buildings and structures is hereby scheduled to be held before the City Council on Monday, the 14th day of September 2026, commencing at 5:30 p.m., or as soon thereafter as permitted by the Business of City Council, in the Council Chambers, 3rd floor, 1 City Hall Place, Pueblo, CO 81003.

SECTION 2.

The City Clerk shall notify the owners or agents of the properties to be assessed, as shown in the report of the Director of Public Works, that such demolitions and removals have been completed, and specify:

(a) The entire cost of the demolition and removal of dangerous structures at 125 E. 7th Street will be $750,922.08 plus notification and filing costs;

(b) Any complaints, objections, or protests shall be made IN WRITING by the owners or agents, to the City Council and filed in the office of the City Clerk prior to the time set for hearing as indicated in Section 1 of this Resolution; and

(c) That up on the day and hour for hearing, the City Council will hear and pass upon the report from the Director of Public Works, together with any objections or protests which may be filed by any person interested in or affected by the proposed assessment of costs.

SECTION 3.

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

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SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: August 24, 2026

BY: Selena Ruiz-Gomez
MEMBER OF CITY COUNCIL

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

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

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Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 24, 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 ESTABLISHING THE AIRPORT POLICY ADVISORY COMMITTEE

SUMMARY:

This Resolution establishes the Airport Policy Advisory Committee as an advisory committee to the Mayor and City Council, consisting of five members who advise on the content, adoption and revision of the airport policies and procedures described in Section 3-1-2(l) of the Pueblo Municipal Code.

PREVIOUS COUNCIL ACTION:

There has been no previous Council action regarding the Airport Policy Advisory Committee.

City Council has previously acted with respect to a separate airport committee. The Pueblo Memorial Airport Advisory Committee was established by Resolution No. 8793 on September 13, 1999. On May 22, 2006, Resolution No. 10727 repealed Resolution No. 8793 and reestablished that committee at eleven members. On March 8, 2021, Resolution No. 14575 repealed Resolution No. 10727 and reestablished that committee to conform the appointment process to Section 2-5 of the City Charter as amended.

BACKGROUND:

Section 14-1 of the Charter creates a Department of Aviation, the head of which is the Director, and provides that the Department shall be responsible for such functions as shall be determined by ordinance of the City Council. Section 3-1-2(b) of the Pueblo Municipal Code provides that all users of and persons on the airport shall be governed by the Code and the rules, regulations and procedures that will from time to time be promulgated by the Airport Manager, which Section 3-1-1(d) defines to mean the Director of Aviation. Section 3-1-2(l), Airport Policies and Procedures, subjects those persons to the Storm Water Management Plan, the Spill Prevention Control and Countermeasure Plan and other environmental regulations; to the policies, rules,

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regulations and procedures of the airport; and to the minimum standards, business licensing policy, permitting policy and rates and charges now in effect or hereafter adopted or revised for the airport.

Revised Rules and Regulations and revised Minimum Standards for Pueblo Memorial Airport are in preparation. Those instruments and the other policies described in Section 3-1-2(l) govern entry, operation and conduct at the airport, and they are incorporated by reference in leases and operating agreements at the airport.

Four members are appointed by the Mayor, subject to Council confirmation, for four year terms with initial terms staggered, and the Director of Aviation serves as a voting member by virtue of office. Each appointed member should have experience in aviation or airport operations or other demonstrated involvement with Pueblo Memorial Airport. Members serve without compensation. The Committee selects its own officers and may adopt bylaws not inconsistent with the Resolution.

Recommendations of the Committee do not bind the Airport Manager, who retains the promulgation authority conferred by Section 3-1-2(b) of the Pueblo Municipal Code. The Committee makes no recommendation concerning the Charter, the Pueblo Municipal Code, or any ordinance or resolution pending or proposed before the City Council.

Section 3 of Resolution No. 14575 assigns the Pueblo Memorial Airport Advisory Committee the functions of investigating, evaluating, promoting and recommending programs for commercial airlines and general aviation services at Pueblo Memorial Airport, creating a community awareness program as to the availability and use of air service at the airport, and making periodic reports of its activities to the Mayor, City Council and the Board of Pueblo County Commissioners. Those functions do not reach the airport policies and procedures described in Section 3-1-2(l) of the Pueblo Municipal Code. The Airport Policy Advisory Committee does not replace that committee.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City. Members of the Committee serve without compensation, and the Committee has no regular staff or budget.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

If City Council does not approve this Resolution, the status quo continues. The Department of Aviation would prepare and revise the airport policies and procedures described in Section 3-1-2(l) of the Pueblo Municipal Code without a standing advisory body.

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RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: A678F306-195C-8B32-82BE-16359A026079

RESOLUTION NO. 16412

A RESOLUTION ESTABLISHING THE AIRPORT POLICY ADVISORY COMMITTEE

WHEREAS, Section 14-1 of the Charter of the City of Pueblo, a Colorado Municipal Corporation, creates a Department of Aviation, the head of which is the Director, and provides that the Department shall be responsible for such functions as shall be determined by ordinance of the City Council; and

WHEREAS, Section 3-1-2(b) of the Pueblo Municipal Code provides that all users of and persons on the airport shall be governed by the Code and the rules, regulations and procedures that will from time to time be promulgated by the Airport Manager, and Section 3-1-1(d) of the Pueblo Municipal Code defines Airport Manager to mean the Director of Aviation; and

WHEREAS, Section 3-1-2(l) of the Pueblo Municipal Code, Airport Policies and Procedures, subjects all users of and persons on the airport to the Storm Water Management Plan, the Spill Prevention Control and Countermeasure Plan and other environmental regulations; to the policies, rules, regulations and procedures of the airport; and to the minimum standards, business licensing policy, permitting policy and rates and charges now in effect or hereafter adopted or revised for the airport; and

WHEREAS, revised Rules and Regulations and revised Minimum Standards for Pueblo Memorial Airport are in preparation, and the airport policies and procedures described in Section 3-1-2(l) of the Pueblo Municipal Code govern entry, operation and conduct at the airport; and

WHEREAS, City Council finds that the preparation and future revision of those instruments will benefit from the counsel of persons who hold experience in aviation and airport operations; and

WHEREAS, Section 2-5 of the Charter provides that all boards and commissions shall be appointed by the Mayor, subject to Council confirmation, that appointments by the Mayor shall specify the term of office of each individual in order to achieve overlapping of tenure, and that all boards and commissions shall choose their own chairmen; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

There is hereby established the Airport Policy Advisory Committee (the "Committee") as an advisory committee to the Mayor and City Council. The Committee shall consist of five (5) members to serve without compensation. Four (4) members shall be appointed by the Mayor, subject to Council confirmation, and shall be subject to removal by the Mayor. The Director of Aviation shall serve as a voting member by virtue of office. Each appointed member should have experience in aviation or airport operations or other demonstrated involvement with Pueblo Memorial Airport.

Docusign Envelope ID: A678F306-195C-8B32-82BE-16359A026079

SECTION 2.

Appointed members shall be appointed for terms of four (4) years, provided that members initially shall be appointed for staggered terms. Of the members initially appointed, two (2) shall be appointed for terms of two (2) years and two (2) shall be appointed for terms of four (4) years. The Mayor shall make an appointment, subject to Council confirmation, for any unexpired term in the event a vacancy arises. The Committee shall select its own officers and may adopt bylaws not inconsistent with this Resolution.

SECTION 3.

The functions of the Committee shall be as follows:

a) To review and make recommendations to the Mayor and the Director of Aviation on the content, adoption and revision of the environmental regulations described in Section 3-1-2(l)(1) of the Pueblo Municipal Code.

b) To review and make recommendations to the Mayor and the Director of Aviation on the content, adoption and revision of the policies, rules, regulations and procedures of the airport described in Section 3-1-2(l)(2) of the Pueblo Municipal Code, including the Rules and Regulations for Pueblo Memorial Airport.

c) To review and make recommendations to the Mayor and the Director of Aviation on the content, adoption and revision of the minimum standards, business licensing policy, permitting policy and rates and charges described in Section 3-1-2(l)(3) of the Pueblo Municipal Code, including the Minimum Standards for Pueblo Memorial Airport.

d) To review and make recommendations on such other airport matters as the Mayor or the Director of Aviation may refer to the Committee.

e) To make periodic reports, and reports upon request of the Mayor or City Council, with respect to its activities.

Recommendations of the Committee are not binding, and nothing in this Resolution divests the Airport Manager of the authority to promulgate rules, regulations and procedures conferred by Section 3-1-2(b) of the Pueblo Municipal Code. The Committee shall make no recommendation concerning the Charter, the Pueblo Municipal Code, or any ordinance or resolution pending or proposed before the City Council.

SECTION 4.

The Committee shall have no regular staff or budget but may request administrative assistance, which the Mayor may assign. The Committee is a local public body within the meaning of Section 24-6-402(1)(a)(I), C.R.S. Notice of its meetings shall be given as provided in Section 24-6-402(2)(c), C.R.S., and minutes shall be taken and promptly recorded as provided in Section 24-6-402(2)(d)(II), C.R.S.

SECTION 5.

The officers and staff 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 therein.

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SECTION 6.

This Resolution shall become effective upon final passage and approval.

INTRODUCED: August 24, 2026

BY: Selena Ruiz-Gomez
MEMBER OF CITY COUNCIL

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

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

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 24, 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: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF THOMAS SLAVONIK, BILL EVANS, VANCE CROCKER, AND REESE HAYS TO SERVE TERMS ON THE AIRPORT POLICY ADVISORY COMMITTEE

SUMMARY:

This Resolution confirms the appointment by the Mayor of four members of the public to the Airport Policy Advisory Committee.

PREVIOUS COUNCIL ACTION:

There has been no previous Council action regarding these appointments. The Resolution establishing the Airport Policy Advisory Committee is before City Council for adoption at this same meeting.

BACKGROUND:

The Resolution establishing the Airport Policy Advisory Committee provides that the Committee consists of five members, four of whom are appointed by the Mayor subject to Council confirmation, with the Director of Aviation serving as a voting member by virtue of office. Section 2-5 of the Charter requires that appointments by the Mayor specify the term of office of each individual in order to achieve overlapping of tenure.

Appointed members serve four year terms. The members initially appointed serve staggered terms, two for terms of two years and two for terms of four years. Members serve without compensation.

The Mayor has appointed the individuals named in Section 1 of the Resolution and submits those appointments for confirmation.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City. Members of the Committee serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

If City Council does not approve this Resolution, the appointments are not confirmed and the Airport Policy Advisory Committee cannot be seated. The Mayor would submit other appointments for confirmation at a later meeting.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO.

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF THOMAS SLAVONIK, BILL EVANS, VANCE CROCKER, AND REESE HAYS TO SERVE TERMS ON THE AIRPORT POLICY ADVISORY COMMITTEE

WHEREAS, the City of Pueblo, a Colorado Municipal Corporation, established the Airport Policy Advisory Committee by Resolution adopted on August 24, 2026, as an advisory committee to the Mayor and City Council; and

WHEREAS, that Resolution provides that the Committee shall consist of five (5) members, four (4) of whom shall be appointed by the Mayor, subject to Council confirmation, and that the Director of Aviation shall serve as a voting member by virtue of office; and

WHEREAS, that Resolution provides that appointed members shall be appointed for terms of four (4) years, that members initially shall be appointed for staggered terms, and that of the members initially appointed, two (2) shall be appointed for terms of two (2) years and two (2) shall be appointed for terms of four (4) years; and

WHEREAS, Section 2-5 of the Charter provides that all boards and commissions shall be appointed by the Mayor, subject to Council confirmation, and that appointments by the Mayor shall specify the term of office of each individual in order to achieve overlapping of tenure; and

WHEREAS, the Mayor has appointed the individuals named in Section 1 of this Resolution to serve on the Airport Policy Advisory Committee and has submitted those appointments to the City Council for confirmation; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of the following individuals to serve as members of the Airport Policy Advisory Committee is hereby confirmed, for the terms set opposite their respective names:

Thomas Slavonik, for a term of two (2) years beginning Sept 30, 2026 and ending Sept 30, 2030.
Bill Evans, for a term of two (2) years beginning Sept 30, 2026 and ending Sept 30, 2028.
Vance Crocker, for a term of four (4) years beginning Sept 30, 2026 and ending Sept 30, 2030.
Reese Hays, for a term of four (4) years beginning Sept 30, 2026 and ending Sept 30, 2030.

Each member confirmed by this Section shall serve without compensation and shall be subject to removal by the Mayor, as provided in the Resolution establishing the Airport Policy Advisory Committee.

SECTION 2.

This Resolution is contingent upon adoption of the Resolution establishing the Airport Policy Advisory Committee. If that Resolution is not adopted, this Resolution shall be of no force or effect.

SECTION 3.

The officers and staff 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 therein.

SECTION 4.

This Resolution shall become effective upon final passage and approval.

INTRODUCED: August 24, 2026

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 24, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Barb Huber, Fire Chief

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A COLORADO RESOURCE FOR EMERGENCY AND TRAUMA EDUCATION (CREATE) GRANT ESTABLISHING PROJECT NO. PS2609 FOR EMERGENCY AND TRAUMA EDUCATION GRANT, AND BUDGETING AND APPROPRIATING GRANT FUNDS IN THE AMOUNT OF $22,500

SUMMARY:

Attached is a grant agreement between the City of Pueblo and the Colorado Resource for Emergency and Trauma Education, in the award amount of $22,500. Grant funds will cover ninety percent of education costs for four Pueblo Fire Department employees.

PREVIOUS COUNCIL ACTION:

Approval of similar CREATE grant in 2023, 2018 and 2017.

BACKGROUND:

The purpose of the (CDHPE) CREATE grant is to provide funding, in the amount of $22,500 directly to the City of Pueblo Fire Department in order to protect the health and safety of the public by enrolling four (4) Pueblo Fire Department employees in paramedic classes at Pueblo Community College (PCC). The City of Pueblo is responsible for the remaining portion.

FINANCIAL IMPLICATIONS:

The anticipated total cost for the project is $43,000. The Colorado Department of Public health and Environment (CDPHE) share for the CREATE Colorado Resource for Emergency and Trauma Education grant is $22,500. The remaining balance is paid from the department education line.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A COLORADO RESOURCE FOR EMERGENCY AND TRAUMA EDUCATION (CREATE) GRANT ESTABLISHING PROJECT NO. PS2609 FOR EMERGENCY AND TRAUMA EDUCATION GRANT, AND BUDGETING AND APPROPRIATING GRANT FUNDS IN THE AMOUNT OF $22,500

WHEREAS, the Colorado Department of Public Health and Environment has tendered a grant award to the City of Pueblo in the amount of $22,500 and

WHEREAS, acceptance of the award is in the best interest of the City: NOW, THEREFORE,

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

SECTION 1.

The Colorado Department of Public Health and Environment grant in the amount of $22,500 and Grant Agreement Articles, true copies of which are attached hereto, having been approved as to form by the City Attorney's Office, are hereby approved and accepted.

SECTION 2.

Project No. PS2609 Colorado Resource for Emergency and Trauma Education grant is hereby established. The total project amount of $22,500 is hereby budgeted and appropriated to Project No. PS2609 for expenditure for the purposes authorized by the grant agreement.

SECTION 3.

The remainder of the costs will be paid from the Fire Department's Budget in the General Fund.

SECTION 4.

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

SECTION 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 24, 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 CONTRIBUTION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND MARTINEZ PROPERTY HOLDINGS, INC., A NEW MEXICO CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a Contribution Agreement between the City of Pueblo and Martinez Property Holdings, Inc., related to a developer contribution to a public improvements project located on Pueblo Boulevard (State Highway 45) generally between Acero Avenue and Mirror Avenue.

PREVIOUS COUNCIL ACTION:

City Council passed Ordinance No. 11109 on January 12, 2026, approving a CDOT Access Permit Agreement between the City and Martinez Property Holdings, Inc., which established the developer's obligations for installing public improvements to mitigate impacts associated with its planned development projects.

BACKGROUND:

During its Work Session meeting on July 20, 2026, Council directed staff to bring forward ordinances that would be required for Council to authorize and fund a construction project to install public improvements along Pueblo Boulevard (State Highway 45) between Acero Avenue and Mirror Avenue. This project would provide traffic improvements including a new traffic signal, raised concrete medians, curb and gutter, signs, roadway striping and markings, drainage, and other related work supporting development along this section of Pueblo Boulevard.

This Ordinance approves a Contribution Agreement between the City of Pueblo and Martinez Property Holdings, Inc., approving the developer's contribution toward the installation of public improvements supporting Martinez Property Holdings'

development projects along the north side of Pueblo Boulevard (State Highway 45), generally between Acero Avenue and Mirror Avenue.

Martinez Property Holdings is one of several landowners located along that section of Pueblo Boulevard that contribute to added traffic demands along State Highway 45. Martinez Property Holdings' cost share for constructing the required public improvements has been determined to be $250,000.00. Additional contributions from other developers totaling $51,893.00 have already been received from other development projects in the area which will also be applied to the project. The remaining project funding is proposed to be provided from the City's half-cent economic development fund balance with future reimbursement of the City's costs through a reimbursement agreement that is currently being negotiated between the Pueblo Urban Renewal Authority (PURA) and the City.

Staff has been working with PURA to negotiate an agreement for reimbursement of the City's costs associated with the project. The project site is located within the Lake Minnequa Urban Renewal Project Area which generates tax increment funding (TIF) revenues that may be allocated toward public improvement projects necessary to support development within the project area. While the Lake Minnequa Urban Renewal Area fund balance does not currently have enough funding to cover the cost of the construction project, PURA projects that sufficient funds will be available to reimburse the City in installments from future revenues generated from the Lake Minnequa Urban Renewal Project Area.

A separate Ordinance to award the construction contract, to budget and appropriate the funds required to complete the project, and to approve a reimbursement agreement between the City and PURA will be presented to City Council at a later date.

FINANCIAL IMPLICATIONS:

If approved, the City will accept the developer's contribution of $250,000.00 to cover the cost of public improvements required to mitigate traffic impacts associated with its development projects on Pueblo Boulevard. In the unlikely event that interest becomes payable to the developer under the Contribution Agreement, such interest shall be paid from the City's Public Works Operating Budget.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the Ordinance is not approved, the City will not enter into the Contribution Agreement with Martinez Property Holdings, Inc.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Contribution Agreement (signed)

ORDINANCE NO.

AN ORDINANCE APPROVING A CONTRIBUTION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND MARTINEZ PROPERTY HOLDINGS, INC., A NEW MEXICO CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Contribution Agreement (the "Agreement") between the City of Pueblo, a Colorado Municipal Corporation, and Martinez Property Holdings, Inc., 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 Agreement in the name of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 2.

In the event the City becomes obligated to pay interest to the developer under the Contribution Agreement, such interest shall be paid from the City's Public Works Operating Budget.

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 implement 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

Docusign Envelope ID: 393030F9-0BEF-80CE-8255-2E22240338F8

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2026 by and between PUEBLO, a Colorado Municipal Corporation, ("City"), and MARTINEZ PROPERTY HOLDINGS, INC., a New Mexico corporation ("Company"). Together, all entities entering this Agreement may be hereinafter referred to as the "Parties".

WHEREAS, City and Company previously entered into a CDOT Access Permit Agreement without which the City would not have approved and executed the State Highway Access Permit Nos. 224097 and 224098 (the "CDOT Permits"), and

WHEREAS, Company has requested the assistance of City in fulfilling certain obligation under the CDOT Permits and, subject to the terms and conditions herein provided, is able and agrees to advance funds to the City.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Company agree as follows:

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

> "Project" means the planning, design, and construction of public improvements required under CDOT Access Permit Nos. 224097 and 224098 which includes, but is not limited to, a traffic signal at Pueblo Boulevard and Mirror Avenue, raised channelizing medians at Pueblo Boulevard and Acero Avenue, center median, sidewalk, signing, striping, and related work.

2. Within ten (10) days of approval of this Agreement by City Council of City, the Company shall pay to the City the sum of Two Hundred and Fifty Thousand Dollars ($250,000.00) (the "Contribution") in the form of a check made payable to "City of Pueblo" and delivered to: Director of Public Works City of Pueblo 211 E. D Street Pueblo, Colorado 81003. It is acknowledged that acceptance and deposit of the Contribution shall create no binding commitment of or obligation upon the City to proceed with the Project.

3. If the City Council has not awarded a construction contract for the Project on or before June 30, 2027, the City shall return the full amount of the Contribution plus interest at the rate of 4.125% per annum simple interest to the Company within thirty (30) days of said deadline. Any funds returned to the Company shall be paid by check made payable to "Martinez Properties Holdings, Inc." and mailed to the address set forth herein, or to such other address as the Company may designate in writing.

4. It is expressly acknowledged and agreed that the City would not consider

Docusign Envelope ID: 393030F9-0BEF-80CE-8255-2E22240338F8

proceeding with design for or the bidding of construction contract for the Project without and until acceptance and deposit of the Contribution.

5. Nothing contained in this Agreement shall be construed or relied upon as releasing Company from any of its obligations or responsibilities under the CDOT Access Permit Agreement other than if the City performs the construction contract for the Project, any such related obligation under the CDOT Access Permit Agreement will no longer exist.

6. Exclusive venue for any litigation arising under this Agreement shall be Pueblo County, Colorado. All such litigation shall be filed in the District Court, County of Pueblo, State of Colorado and each party submits to the jurisdiction of such District Court. To the extent allowed by law, each party waives its right to a jury trial.

7. 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 Company. 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. 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.

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

If to City:

Mayor
City of Pueblo
1 City Hall Place
Pueblo, CO 81003

With additional copy to:

City Attorney
101 Riverwalk
Pueblo, CO 81003

If to Donors:

Martinez Property Holdings, Inc.
4611 Rio Grande Ln. NW

Docusign Envelope ID: 393030F9-0BEF-80CE-8255-2E22240338F8

Los Ranchos, NM 87107

or to such other person or address as either party shall specify in written notice given to the other party.

10. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, provided Company may not assign this Agreement or any interest herein without the express written consent of the City, which consent may be arbitrarily withheld, conditioned or delayed. Any assignment or attempted assignment of this Agreement by Company without such consent shall be null and void.

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

12. In no event shall City, its officers, agents or employees be liable to Company for damages, including without limitation, compensatory, punitive, indirect, special or consequential damages, resulting from or arising out of or related to this Agreement, the CDOT Access Permit Agreement or any decision of City to not proceed with the construction of the Project. It is expressly acknowledged that City has no obligation to Company to provide the assistance requested by Company.

13. 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.

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

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

16. 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.

17. 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.

******SIGNATURE PAGE FOLLOWS******

Docusign Envelope ID: 393030F9-0BEF-80CE-8255-2E22240338F8

Executed at Pueblo, Colorado, the day and year first above written.

PUEBLO, a Colorado Municipal Corporation

By _____
Heather Graham, Mayor

[S E A L]

Attest: _____
City Clerk

MARTINEZ PROPERTY HOLDINGS, INC.,
a New Mexico Corporation

DocuSigned by:
Derrick Martinez
6D189F46NDF645C
Derrick Martinez, President

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 24, 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
Robert Jagger, Deputy City Attorney

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT BETWEEN PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO MUNICIPAL RAIL CORPORATION AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves an Agreement with the Pueblo Municipal Rail Corporation to operate the industry track located within the Pueblo Memorial Airport.

PREVIOUS COUNCIL ACTION:

Resolution 12378 (April 9, 2012) created the Pueblo Municipal Rail Corporation, a Colorado nonprofit corporation, as an agency and instrumentality of the City of Pueblo to construct, reconstruct, repair, maintain and operate public rail facilities for and on behalf of the City of Pueblo.

BACKGROUND:

BNSF Railroad desires to execute an industry track agreement with respect to industry track currently owned by the City and located within and intended to serve the Pueblo Memorial Airport Industrial Park. To do so, the City will need to approve the attached Agreement so that Pueblo Municipal Rail Corporation may execute such industry track agreement consistent with its intended and created purpose.

FINANCIAL IMPLICATIONS:

Funds for operation of the public rail facilities will come from the City's 1992-2026 Sales and Use Tax Capital Improvement Projects Fund as it does currently.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

None as the City cannot enter the BNSF industry track agreement as it cannot legally agree to indemnification provisions required by BNSF.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO MUNICIPAL RAIL CORPORATION AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Agreement between and Pueblo, a Colorado Municipal Corporation and Pueblo Municipal Rail Corporation, a Colorado nonprofit corporation, attached hereto (the "Agreement"), having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Agreement for and on behalf of the City, and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

Funds for this Agreement shall be paid from City's 1992-2026 Sales and Use Tax Capital Improvement Projects Fund.

SECTION 4.

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

SECTION 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

AGREEMENT

THIS AGREEMENT is entered into as of _____, 2026 between the City of Pueblo, a municipal corporation ("City") and Pueblo Municipal Rail Corporation, a Colorado nonprofit corporation ("Corporation"), WITNESSETH:

WHEREAS, Corporation was formed and created as a nonprofit corporation and an agency and instrumentality of the City to construct, reconstruct, repair, maintain and operate public rail facilities for and on behalf of the City; and

WHEREAS, City has need for Corporation to manage, maintain and control the use of the certain rail, ballast and appurtenances thereto shown as heavy hatched on Exhibit "A" ("Railroad Lead Track"); and

WHEREAS, Corporation is willing to construct, reconstruct, repair, maintain and operate the Railroad Lead Track subject to the terms and conditions herein set forth;

NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained herein, City and Corporation agree as follows:

1. Transfer of Railroad Lead Track and Grant of Easement. Subject to all terms and conditions of this Agreement, City does hereby transfer title and ownership of the Railroad Lead Track to Corporation. City shall execute and convey to Corporation an easement with respect to the Railroad Lead Track in substantially the form and content of attached Exhibit "B" ("Easement"). City assigns and delegates to Corporation all its rights or obligations under the following agreements, and any and all amendments thereto, and Corporation accepts and agrees to be bound by such assignment and delegation:

a. That agreement originally entered April 18, 1950 and captioned "Secretary's Contract No. 98680 between City of Pueblo and The Atchison, Topeka and Santa Fe Railway Company Relating to lease covering airfield trackage at Devine, Pueblo County Colorado."; and

b. That agreement originally entered January 3, 1992, captioned "Contract for Industry Track" by and between The Atchison, Topeka and Santa Fe Railway Company, City of Pueblo and Doane Products Company.

2. City Funds. City will make available and advance to Corporation funds from the City's 1992-2026 Sales and Use Tax Capital Improvement Projects Fund (the "City Funds") to be used and expended solely for the purposes of managing, maintaining and controlling the use of the Railroad Lead Track including fees charged Corporation under any Track Agreement(s) with BNSF Railway subject to the limitations noted in below Section 11.

3. Conditions to Advancement of City Funds. City Funds will be advanced and

paid for the purposes set forth in paragraph 2 hereof, subject to and contingent upon authorization pursuant to §14-4-85.5(a)(5), P.M.C. or as otherwise may be provided by duly authorized resolution approving an application for fund and the following conditions and covenants which Corporation agrees to meet and comply with:

(a) All contracts, except those to be performed by BNSF Railway, for construction, if necessary, with respect to changes, repair, relocations or alterations of the Railroad Lead Track and associated switches shall be awarded after competitive proposals which allows qualified local contractors to participate in the competitive proposal procedures.

(b) As a condition precedent to the disbursement of City Funds, Corporation shall file with the City's Director of Finance written requests for payment certified to be true and correct by an officer of Corporation or its representative that the amounts included in the request for payment have not been included in any prior request for payment and are for the actual cost of items generally described in paragraph 2, identifying the cost incurred and purpose thereof, including certificates of the architect or contractor, if applicable, that the work for which payment is sought has been completed and, if the request is for payment of A&E Fees, identifying the services performed, including invoices therefor. City may make payments on behalf of Corporation as disburser.

(c) Corporation shall manage, maintain and control the use of the Railroad Lead Track, and is hereby authorized to enter into additional Track Agreements with other users and to charge all users thereof use and maintenance fees to cover the cost of operation, maintenance and repair of the Railroad Lead Track.

4. Termination of Easement and Inalienability of Railroad Lead Track. Corporation will not voluntarily or involuntarily, encumber, lease or sublease, or extend or renew any lease or sublease, sell or otherwise transfer the Easement or the Railroad Lead Track, or any part thereof, without the prior written consent of the City Council of City. Any such encumbrance, lease or sublease or renewal or extension, assignment, sale or other transfer without the prior written consent of the City Council of City shall be void and unenforceable. The City Council of City does hereby consent to Corporation entering into Track Agreements for use of the Railroad Lead Track. Upon City's request to Corporation, Corporation will execute all documents requested or prepared by City necessary to terminate the Easement and shall transfer good and marketable title to and ownership of the Railroad Lead Track to City, or such person or entity as City may designate, free of all liens and encumbrances, except liens and encumbrances created or caused by the acts or defaults of City. The covenants of this paragraph shall be and construed to be covenants running with the land, and Corporation shall at the request of City execute and record an instrument to that effect in form and substance approved by the City Attorney.

5. Events of Default. The term "event of default" and "default" shall mean any failure of Corporation to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement or a Track Agreement for a period of sixty (60) days after written notice specifying such failure and requesting that it be remedied is given to Corporation by City; provided, however, that if the failure stated in the notice cannot be

corrected within the sixty day period and corrective action is instituted by Corporation within the sixty day period and diligently pursued until the failure is corrected, no event of default shall have happened.

6. Remedies on Default. Whenever any event of default shall have happened and be continuing, City shall have the right, at its option, without any further notice or demand, to take whatever action at law or in equity may appear necessary or desirable to enforce its rights and Corporation's obligations hereunder. No remedy herein conferred or reserved to City is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement. No delay or omission to exercise any right or power occurring upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

7. Entire Understanding. This Agreement expresses the entire understanding of the parties and supersedes any and all prior dealings and commitments with respect to the subject matter of this Agreement and may not be amended except in writing signed by City and Corporation.

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

9. Notices. Any notices hereunder shall be sufficiently given if given personally or mailed by certified mail, postage prepaid, addressed:

(a) If to City:

Mayor
City of Pueblo
1 City Hall Place
Pueblo, Colorado 81003

With an additional copy to:

City Attorney
City of Pueblo
101 W. Riverwalk, 4th Fl
Pueblo, Colorado 81003

(b) if to the Corporation: Pueblo Municipal Rail Corporation, 150 Central Main Street, Pueblo, Colorado, 81003, Attention: President, or to such other address as either party shall specify in written notice given to the other party.

10. Representations of Corporation.

(a) The persons signing this Agreement in the name of and on behalf of Corporation represent and warrant that they and Corporation have the requisite power and

authority to enter into, execute, and deliver this Agreement and that this Agreement is valid and legally binding obligations of Corporation enforceable against Corporation in accordance with their terms.

(b) Corporation 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 Corporation 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.

11. City's Liability. In no event shall City, its officers, agents or employees be liable to Corporation 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, Corporation hereby waives and discharges City, its officers, agents and employees from any and all claims for any and all such damages. City shall not be liable for the acts of Corporation, nor for any liability whatsoever arising under any Track Agreement entered into by Corporation.

12. Severability. 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.

13. No Third Party Beneficiary. The provisions of this Agreement are and will be for the benefit of City and Corporation 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 Agreement.

14. Binding Effect. Time is of the essence hereof. This Agreement shall be binding up and inure to the benefit of the City and Corporation and their respective successors. Corporation may not assign this Agreement nor any of its rights hereunder.

15. Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Executed at Pueblo, Colorado, the day and year first above written.

PUEBLO, A MUNICIPAL CORPORATION

PUEBLO MUNICIPAL RAIL CORPORATION

By_____
Mayor Heather Graham

Attest:_____
City Clerk

By_____
President

Attest:_____
Secretary

Approved as to form:

_____
City Attorney

TRACKING NO. 329004

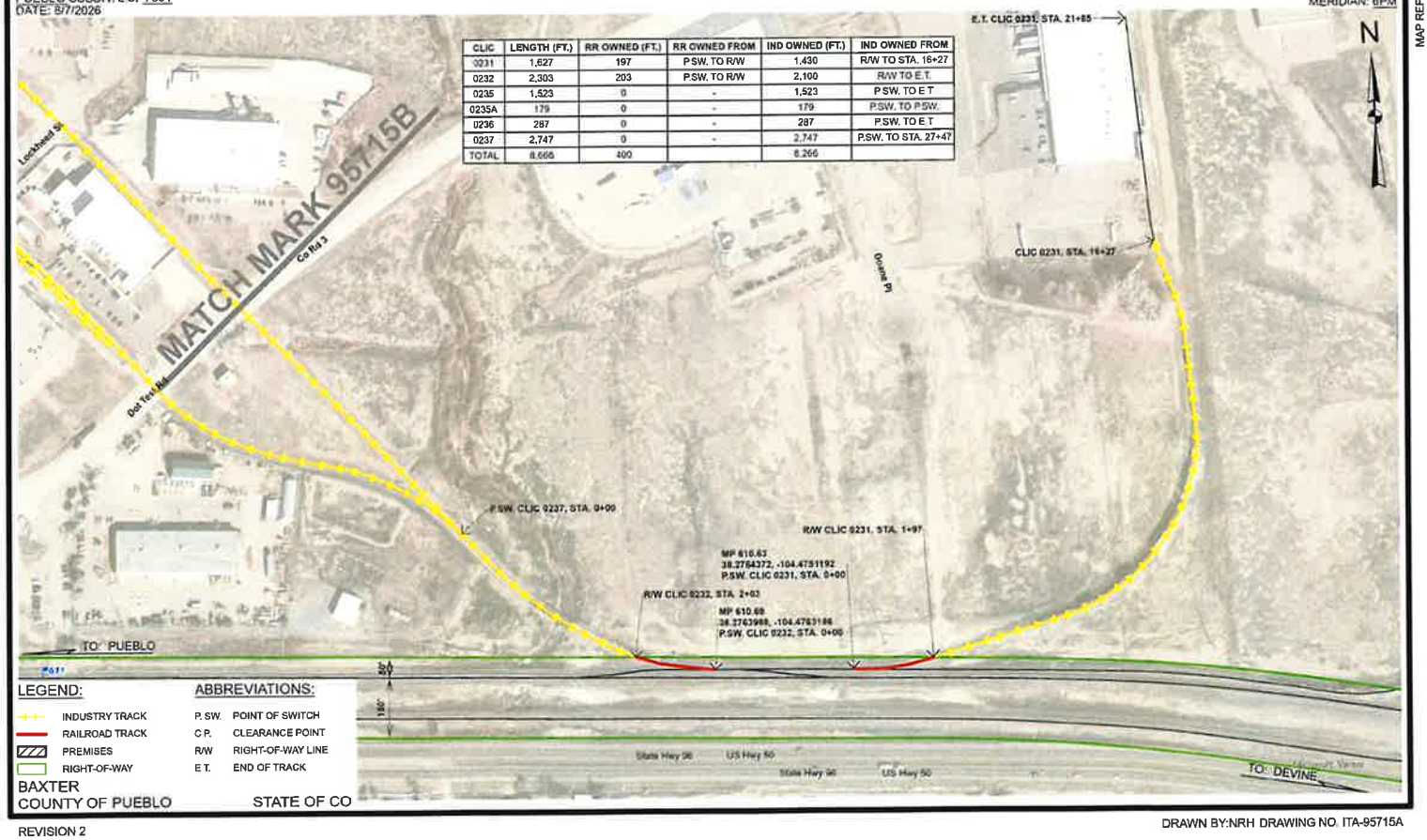
SCALE: 1 IN = 200 FT
POWDER RIVER DIV.
PUEBLO SUBDIV. L.S. 7304
DATE: 8/7/2026

EXHIBIT "A"

SECTION: 29, 30
TOWNSHIP & RANGE: 20S 63W
MERIDIAN: 6PM

MAP REF. 500556

CLIC	LENGTH (FT.)	RR OWNED (FT.)	RR OWNED FROM	IND OWNED (FT.)	IND OWNED FROM
0231	1,627	197	P.SW. TO R/W	1,430	R/W TO STA. 16+27
0232	2,303	203	P.SW. TO R/W	2,100	R/W TO E.T.
0235	1,523	0	-	1,523	P.SW. TO E.T.
0235A	179	0	-	179	P.SW. TO P.SW.
0236	287	0	-	287	P.SW. TO E.T.
0237	2,747	0	-	2,747	P.SW. TO STA. 27+47
TOTAL	8,666	400		8,266	



LEGEND:

- INDUSTRY TRACK
- RAILROAD TRACK
- PREMISES
- RIGHT-OF-WAY

ABBREVIATIONS:

P. SW.	POINT OF SWITCH
C P.	CLEARANCE POINT
R/W	RIGHT-OF-WAY LINE
E T.	END OF TRACK

BAXTER
COUNTY OF PUEBLO STATE OF CO

REVISION 2

DRAWN BY:NRH DRAWING NO. ITA-95715A

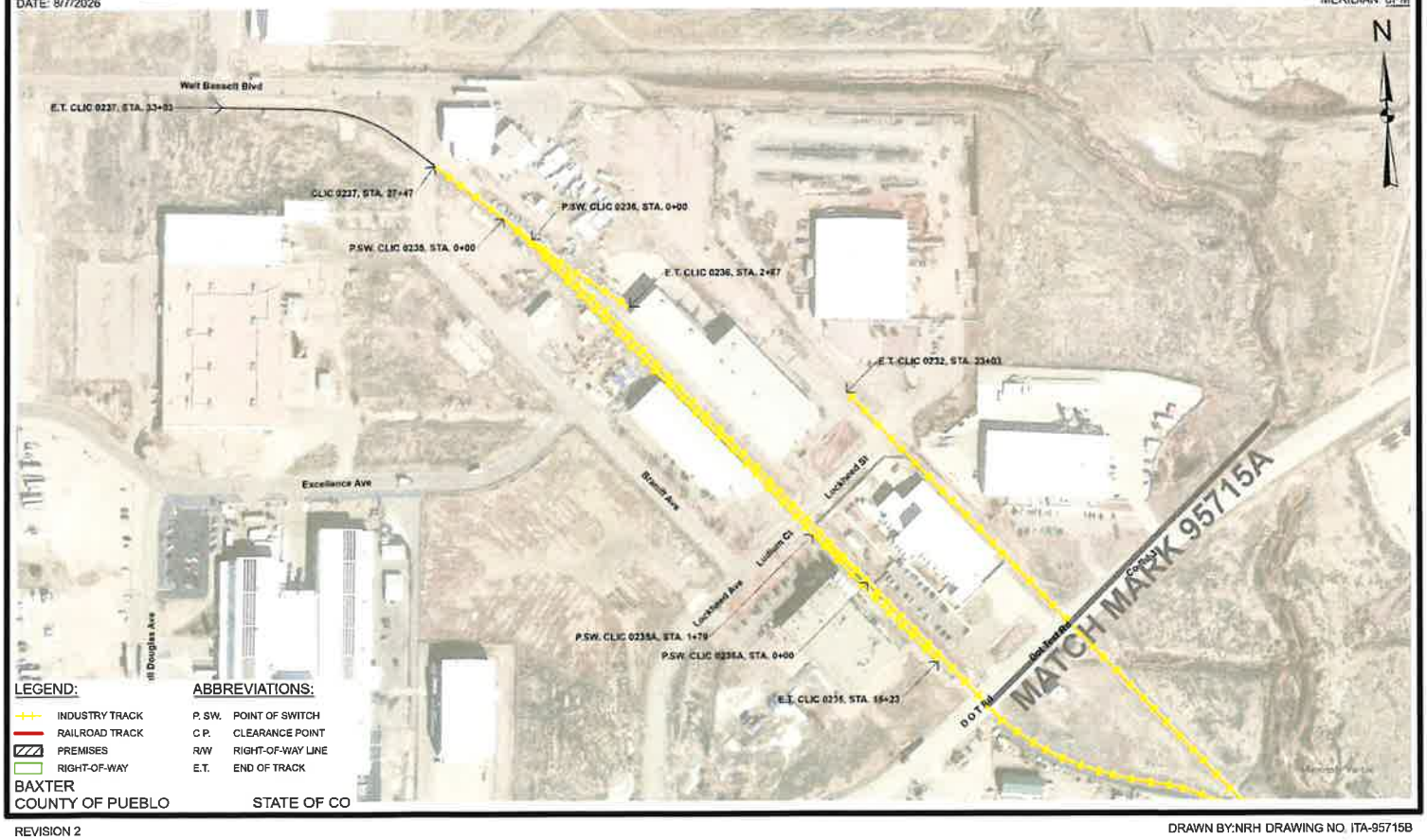
TRACKING NO. 329004

SCALE: 1 IN = 200 FT
POWDER RIVER DIV.
PUEBLO SUBDIV, L.S. 7304
DATE: 8/7/2026

EXHIBIT "A"

SECTION: 29, 30
TOWNSHIP & RANGE
20S 63W
MERIDIAN: 6PM

MAP REF. 500556



LEGEND:

- INDUSTRY TRACK
- RAILROAD TRACK
- PREMISES
- RIGHT-OF-WAY

ABBREVIATIONS:

P. SW.	POINT OF SWITCH
C P.	CLEARANCE POINT
R/W	RIGHT-OF-WAY LINE
E.T.	END OF TRACK

BAXTER
COUNTY OF PUEBLO STATE OF CO

REVISION 2

DRAWN BY:NRH DRAWING NO. ITA-95715B

EXHIBIT B

EASEMENT

THIS EASEMENT, granted this ____ day of _____, 2026, by Pueblo, a Municipal Corporation ("City"), to Pueblo Municipal Rail Corporation, a Colorado Nonprofit Corporation ("Corporation"):

WITNESSETH:

THAT IN CONSIDERATION of the sum of One Dollar ($ 1.00) and other good and valuable consideration, paid by the Corporation, receipt of which is hereby acknowledged, City hereby grants to Corporation, its successors and assigns, a nonexclusive easement and right of way not to exceed one hundred twenty-five (125.00) feet wide for the purpose of construction, use, maintenance, repair, and replacement of the Railroad Lead Track, in, through, over, under, and across City's property situated in Pueblo County, Colorado, and as described in Exhibit "1" as attached.

TOGETHER WITH the right to enter upon said property for the purpose of construction, maintenance, and repair, and together with the right to use so much of the abutting property of City for said purposes. Corporation shall repair any and all damage caused to City's abutting property by Corporation's use thereof. City reserves the right to use and occupy said property for any purpose not inconsistent with the right and privilege above granted.

Corporation acknowledges and agrees that in no event will it locate, erect, or cause to be located or erected any building, mobile trailer unit, or any other structures upon said easement without the written consent of City.

Corporation, in consideration of City's grant of this easement and Corporation' s use thereof, shall indemnify, defend, and hold harmless the City, its officers and employees from and against any and all claims, expenses (including reasonable attorney fees), liabilities, loss, or damage to property or injury to or death of persons, caused by or arising out of the construction, installation, maintenance, or use of the easement hereby granted. "Corporation" shall include the plural and the feminine. This easement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors or assigns of the City and Corporation. This easement shall be deemed abandoned if it is not used for its stated purpose for a period of twenty-four (24) consecutive months. In case of abandonment of said easement, all rights, privileges, and interest granted herein shall terminate except Corporation shall not be released or discharged from its indemnification obligations hereunder.

PUEBLO, a Municipal Corporation

ATTEST:

By _____
Heather Graham, Mayor of the City of Pueblo

_____

City Clerk

COUNTY OF PUEBLO)
) ss.
STATE OF COLORADO)

The foregoing instrument was acknowledged before me in Pueblo County, Colorado this____day of _____, 20 by Heather Graham as Mayor of the City of Pueblo and by Marisa Stoller as City Clerk of Pueblo, a Municipal Corporation.

Witness my hand and official seal.

My commission expires:_____.

[S E A L]

_____
Notary Public

EXHIBIT 1 – LEGAL DESCRIPTION

An area extending 62.5 feet in both directions or to the exterior boundary of the underlying parcel (whichever distance is less) from and along the course of the centerline of the railroad track spurs located in the following parcels:

Parcel A, Pueblo Memorial Airport Industrial Park Subdivision, according to the plat thereof recorded on April 7, 1999 under reception number 1272403 in the real property records of the Clerk and County Recorder, Pueblo County, Colorado.

Parcel B, Pueblo Memorial Airport Industrial Park Subdivision, according to the plat thereof recorded on April 7, 1999 under reception number 1272403 in the real property records of the Clerk and County Recorder, Pueblo County, Colorado;

Parcel K, Pueblo Memorial Airport Industrial Park Subdivision, according to the plat thereof recorded on October 11, 1995 under reception number 1096136 in the real property records of the Clerk and County Recorder, Pueblo County, Colorado; and

Parcel P, Pueblo Memorial Airport Industrial Park Subdivision, according to the plat thereof recorded on October 11, 1995 under reception number 1096136 in the real property records of the Clerk and County Recorder, Pueblo County, Colorado.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 24, 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 ASSESSING THE COST OF DEMOLITION AND REMOVAL OF DANGEROUS BUILDINGS UPON LAND LOCATED AT 125 E. 7TH STREET

SUMMARY:

The attached Ordinance approves and authorizes the Director of Public Works to prepare an Assessment Roll showing the land assessed, the total amount of assessments, and the date when the assessment will become due, and deliver the same duly certified to the Director of Finance for collection.

PREVIOUS COUNCIL ACTION:

On November 23, 1998, by Ordinance No. 6369, City Council adopted with modifications the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition.

On December 11, 2023, by Resolution No. 15446, City Council approved the award of a building demolition contract including the abatement of dangerous buildings on the property located at 125 E. 7th Street.

BACKGROUND:

Pursuant to Chapter 13 of Title IV of the Pueblo Municipal Code and Chapter 8 of the Uniform Code for Abatement of Dangerous Buildings, the Building Official at Pueblo Regional Department has determined the building located at 125 E. 7th Street was in a dangerous condition. After giving proper notice to the owner, the Building Official requested the City of Pueblo to demolish the dangerous structure. The demolition work was completed in May 2024, and the costs incurred by the City of Pueblo have been compiled by the Director of Public Works in a Report of Demolition.

Passage of this Ordinance will assess said costs, which are stated in the Ordinance, against the affected property.

Payment of the assessment is due in full within thirty (30) days from the date of Ordinance approval.

FINANCIAL IMPLICATIONS:

All money collected in payment of the charge or assessment or from the sale of the property at a foreclosure sale shall be paid to the Director of Finance, who shall credit the collected payment to the General Fund.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

The property at 125 E. 7th Street was inspected by the Building Official at Pueblo Regional Building Department. Following the inspection, a condemnation Notice and Order was served and posted, as required, and the property owner was provided an opportunity to appeal the Notice and Order. The property owner failed to make the required repairs or to abate the dangerous building on the property and the Notice and Order was recorded in the records of the Pueblo County Clerk and Recorder. The case was then referred to the City of Pueblo with a request from the Building Official for the City to abate the dangerous building on the property. The demolition work was completed in May 2024, and the total cost incurred by the City was $750,922.08.

In accordance with Section 903 of the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition (as amended), a public hearing is required prior to making an assessment to recover costs related to demolition work performed by the City of Pueblo. The purpose of the hearing is to receive the Report of Demolition and to hear any objections or protests thereto from interested stakeholders. The date of the public hearing will be set by separate resolution and notice of the hearing will be posted and published at least ten days prior to the hearing date.

ALTERNATIVES:

If this Ordinance is not approved, the City will not recover the costs associated with the demolition work performed at the affected property.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Report of Demolition - 125 E 7th St

ORDINANCE NO.

AN ORDINANCE ASSESSING THE COST OF DEMOLITION AND REMOVAL OF DANGEROUS BUILDINGS UPON LAND LOCATED AT 125 E. 7TH STREET

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

SECTION 1.

The City Council of Pueblo, a Municipal Corporation, pursuant to the provisions of Chapter 9 of the Uniform Code for Abatement of Dangerous Buildings ("Code"), as adopted and amended by Chapter 13 of Title IV of the Pueblo Municipal Code, hereby finds and determines that the cost of demolition and removal of certain dangerous buildings and other structures shall be levied, assessed, and charged against the property upon which such demolition and removal work was performed.

SECTION 2.

The amount assessed against the lot or tract of land upon which demolition and removal work was performed is hereafter set forth after the description of the lot or tract of land assessed. All property herein described lies within the corporate limits of Pueblo, a Municipal Corporation, and in the County of Pueblo and State of Colorado.

Property Address:	**125 E. 7th Street; Pueblo, Colorado**
Parcel Number:	430316004
Legal Description:	Lots 15 and 16 and the east 11.6 feet of Lot 14 in Block 115 of J.F. Smith's Addition to the City of Pueblo, excepting the following described property deeded to Minnie Bryan by the Central Christian Church of Pueblo by deed dated January 7, 1926; beginning at the northeast corner of Lot 16 in Block 115 of J.F. Smith's Addition to the City of Pueblo; thence south along the east line of said lot a distance of 37 feet to a point; thence west a distance of 63 feet 9 inches to a point; thence north along the south line of said alley a distance of 63 feet 9 inches to the place of beginning, City of Pueblo, County of Pueblo, State of Colorado
Property Owner Name and Mailing Address:	Albany Partners, LLC 711 N. Albany Ave. #5 Pueblo, CO 81003-4124
Final Cost:	**$750,922.08**

SECTION 3.

The Director of Public Works shall prepare an Assessment Roll, showing in suitable columns, each piece of land assessed, the amount of assessment for each parcel of property, the total amount of assessments, and the date when the assessment will become due, with suitable columns for use, in case of payment of the assessment or any penalty, and deliver the same duly certified to the Director of Finance for collection.

SECTION 4.

All assessments herein shall be due and payable in full within thirty (30) days after this ordinance goes into effect, without demand. In the exercise of its discretion under Section 907 of the Code, the Council has determined not to allow payment of such assessments in installments.

SECTION 5.

Failure to pay any assessment when due shall cause the whole of the unpaid principal of the assessment to become due and collectible immediately and the whole amount of the unpaid principal shall thereafter draw interest at the rate of seven percent (7%) per annum from and after said date.

SECTION 6.

Payment may be made to the Director of Finance at any time within thirty (30) days after the final passage of this Ordinance, but not thereafter. At the expiration of said thirty (30) day period, the Director of Finance shall certify and deliver the Assessment Roll, together with a copy of this Ordinance certified by the City Clerk under the seal of Pueblo, a Municipal Corporation, to the County Treasurer, therein showing all payments made thereon, with the date of each payment, together with his warrant for the collection of the same. The County Treasurer shall receipt for the same, and such Assessment Roll shall be assigned an identifying number to be determined by the City Finance Department prior to the Assessment Roll being delivered to the County Treasurer.

SECTION 7.

The County Treasurer shall receive payment of all assessments and interest appearing upon said Assessment Roll. In case of default in payment of any assessment when due, the County Treasurer shall advertise and sell any and all property concerning which such default is suffered, for the payment of the whole of the unpaid assessments thereon. Said advertisements and sale shall be made at the same time, in the same manner, under all the said conditions and penalties, and with the same effect as are provided by general law for sales of real estate in default of payment of general taxes.

SECTION 8.

The owner of any divided or undivided interest in the property assessed may pay their share of any assessment upon producing evidence of the extent of their interest satisfactory to the officer having the roll in charge.

SECTION 9.

All monies received for the payment of assessments shall be deposited into Account No. 10100000 46810.

SECTION 10.

This Ordinance shall become effective on the date of final passage.

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

Andrew E. Hayes, P.E.
Director of Public Works

city of PUEBLO colorado
Department of Public Works

211 East D Street
Pueblo, CO 81003

Phone (719) 553-2295
Fax (719) 553-2294

June 29, 2026

To: Clyde Bishop, City Clerk

Subj: REPORT OF DEMOLITION – 125 E. 7th Street

In accordance with Section 901 of the 1997 Uniform Code for the Abatement of Dangerous Buildings, this letter is provided to report the completion of demolition work on the property located at 125 E. 7th Street.

The property's legal description is Lots 15 and 16 and the east 11.6 feet of Lot 14 in Block 115 of J.F. Smith's Addition to the City of Pueblo, excepting the following described property deeded to Minnie Bryan by the Central Christian Church of Pueblo by deed dated January 7, 1926; beginning at the northeast corner of Lot 16 in Block 115 of J.F. Smith's Addition to the City of Pueblo; thence south along the east line of said lot a distance of 37 feet to a point; thence west a distance of 63 feet 9 inches to a point; thence north along the south line of said alley a distance of 63 feet 9 inches to the place of beginning, City of Pueblo, County of Pueblo, State of Colorado.

The demolition work was completed in May 2024 and included the following:

- Environmental assessment and sampling
- Removal of existing utilities
- Demolition and abatement of dangerous structure(s)
- Temporary traffic and pedestrian barricades
- Other ancillary work

The total cost incurred by the City in completing the demolition work was $750,922.08. An itemized summary of the costs is provided in the attached expense itemization form. In accordance with Section 902 of the Code, a public hearing is required and notice of
the hearing must be provided at least ten days prior to the scheduled hearing. The owner of the property is Albany Partners, LLC.

At the time of condemnation, the property was under the ownership of Albany Partners, LLC according to a Special Warranty Deed dated May 31, 2000 recorded with the Pueblo County Clerk and Recorder under reception number 1335960 between Albany Partners, LLC and Colorado Mortuaries, Inc. I recommend that the full amount of the costs incurred by the City in completing the demolition work be assessed against the property.

Respectfully,

Andrew E. Hayes, P.E.

Encl (1)

Demolition Program - Project Expense Itemization

Project Title: Abate and Demolish 125 E. 7th Street

The itemized expenses listed below were incurred by the City of Pueblo in executing the demolition project listed above:

Item No.	Description	Amount Paid	Date Paid	Project Code	Purchase Order No.	Check No.
1	Rockies Env & Demo - 23-142 Partial Payment #1	$ 184,950.00	2/27/2024	CIAN23/CD2111	24000558	397209
2	Rockies Env & Demo - 23-142 Partial Payment #2	$ 130,500.00	4/2/2024	CIAN23/CD2111	24000558	398035
3	Rockies Env & Demo - 23-142 Partial Payment #3	$ 258,462.20	5/30/2024	CIAN23/CD2111	24000558	399408
4	Rockies Env & Demo - 23-142 Partial Payment #4 - FINAL	$ 63,768.02	5/31/2024	CIAN23/CD2111	24000558	401956
5	All-Phase Env - Project Design & Variance	$ 10,000.00	9/12/2024	CI1605	23000864	393876
6	All-Phase Env - Open Air Demolition Oversight	$ 43,420.00	5/1/2024	CIAN23	24000585	398571
7	All-Phase Env - Air Clearance & Sampling	$ 42,940.00	4/4/2024	CIAN23	24000585	398049
8	A-1 Barricade - Pedestrian and traffic control	$ 922.12	9/29/2022	CI1909	22002808	385137
9	A-1 Barricade - Pedestrian and traffic control	$ 1,046.40	10/18/2022	CI1605	22002939	385503
10	A-1 Barricade - Pedestrian and traffic control	$ 1,081.28	11/17/2022	CI1901	22003233	386356
11	A-1 Barricade - Pedestrian and traffic control	$ 1,081.28	2/9/2023	CI1901	23000656	388103
12	A-1 Barricade - Pedestrian and traffic control	$ 976.64	3/14/2023	CI1901	23000933	388913
13	A-1 Barricade - Pedestrian and traffic control	$ 1,081.28	4/20/2023	CI1901	23001377	389926
14	A-1 Barricade - Pedestrian and traffic control	$ 1,414.78	5/18/2023	CI1901	23001642	390622
15	A-1 Barricade - Pedestrian and traffic control	$ 1,081.28	6/8/2023	CI1901	23001955	391375
16	A-1 Barricade - Pedestrian and traffic control	$ 1,046.40	8/3/2023	CI1901	23002317	392397
17	A-1 Barricade - Pedestrian and traffic control	$ 1,081.28	9/19/2023	N/A	23002821	393524
18	A-1 Barricade - Pedestrian and traffic control	$ 1,081.28	10/10/2023	CD1911	23002849	394018
19	A-1 Barricade - Pedestrian and traffic control	$ 1,046.40	10/31/2023	N/A	23003126	394524
20	A-1 Barricade - Pedestrian and traffic control	$ 1,081.28	11/21/2023	CD1911	23003326	395070
21	A-1 Barricade - Pedestrian and traffic control	$ 1,046.40	1/3/2024	CD1911	23003545	395916
22	A-1 Barricade - Pedestrian and traffic control	$ 1,081.28	1/12/2024	CI1901	N/A	396075
23	A-1 Barricade - Pedestrian and traffic control	$ 732.48	2/15/2024	CD1911	24000593	396836
	Total of Demolition-Related Expenses for this Project:	**$ 750,922.08**				

Partial Payment Authorization
CITY OF PUEBLO, COLORADO
Department Of Public Works

Vendor No. 4860

Date: 2/20/2024

Vendor Name: Rockies Environmental & Demo Services
7270 Gilpin Way Ste 240
Denver, CO. 80229

P.O. No.: 24000558

022024 /PP#1

Partial Payment No.: One

Project : Abate and Demolish - 125 E 7th Street

Project No. 23-142

PAY CONTRACTOR $184,950.00

Partial Payment Summary

PRIOR PAYMENTS DATE

Total $0.00

ORIGINAL CONTRACT $605,000.00

CURRENT CONTRACT $605,000.00

PERCENT COMPLETE 34%

TOTAL $205,500.00
LESS 10% $20,550.00
SUBTOTAL $184,950.00

LESS PRIOR PAYMENTS $0.00

PAY CONTRACTOR → $184,950.00

Account Summary

Project Description	Amount Funded	contingency amount	total amount	Amount Charged this Payment	Retainage This Payment (10%)	Pay Contractor this Pay	Amount Charged To Date	Retainage Charged to Date (10%)	Remaining Balance
23-142	$605,000.00	$100,000.00	$705,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$705,000.00
PP No. 1				$205,500.00	$20,550.00	$184,950.00	$205,500.00	$20,550.00	$499,500.00
Totals	$605,000.00	$100,000.00	$705,000.00	$205,500.00	$20,550.00	$184,950.00	$205,500.00	$20,550.00	$499,500.00

Approvals

Assoc. Field Engineer: Lisa Pate 2-20-24
Date

Construction Engineer: Todd Bruton 2/20/24
Date

Director of Public Works: 2/20/24
Date

DocuSign Envelope ID: 68CB47CC-5D3C-46FB-8327-EDE0675F12BE

PARTIAL PAYMENT No. ONE

PROJECT NAME: **Abate and Demolish - 125 E 7th Street**
CONTRACTOR: **Rockies Environmental & Demo Services**
PROJECT NO: **23-142**

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	QUANTITY PREVIOUS	QUANTITY THIS PERIOD	AMOUNT
	BASE BID						
1	Abate And Demo Building	1	LS	$535,000.00	0.00	0.30	$160,500.00
2	Erosion & Sediment Control	1	LS	$25,000.00	0.00	1.00	$25,000.00
3	Traffic Control	1	LS	$20,000.00	0.00	1.00	$20,000.00
4	Mobilization	1	LS	$25,000.00	0.00	0.00	$0.00

Notice to Proceed 1/22/2024
PERIOD ENDING : 4/22/2024

ORIGINAL CONTRACT DAYS: 90
ADDED CONTRACT DAYS: 2
ADJUSTED CONTRACT TIME: 92
CONTRACT DAYS USED: 20
CONTRACT DAYS REMAINING: 72

TOTAL $205,500.00
LESS 10% $20,550.00
AMOUNT DUE CONTRACTOR $184,950.00

FIELD MEASURED BY : Lisa Pala 2-20-24
Associate Field Engineer DATE

ACCEPTED BY: DocuSigned by: 2/21/2024 | 11:55 AM PST
For: CONTRACTOR"S REP DATE

PROJECT NAME: **Abate and Demolish - 125 E 7th Street**
CONTRACTOR: **Rockies Environmental & Demo Services**
PROJECT NO: **23-142**

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	EXTENSION	QUANTITY THIS PERIOD	QUANTITY LAST PAY	QUANTITY TO DATE	DOLLARS AMOUNT	DOLLARS REMAINING	% COMP.
	BASE BID										
1	Abate And Demo Building	1	LS	$535,000.00	$535,000.00	0.30	0.00	0.30	$160,500.00	$374,500.00	30%
2	Erosion & Sediment Control	1	LS	$25,000.00	$25,000.00	1.00	0.00	1.00	$25,000.00	$0.00	100%
3	Traffic Control	1	LS	$20,000.00	$20,000.00	1.00	0.00	1.00	$20,000.00	$0.00	100%
4	Mobilization	1	LS	$25,000.00	$25,000.00	0.00	0.00	0.00	$0.00	$25,000.00	0%

PERIOD ENDING :

ORIGINAL CONTRACT AMT. $605,000.00

PRIOR PAYMENTS		
NO.	AMOUNT	DATE

ACCOUNT NO.:
CD2111 & CIAN23

P.O. NO.
24000558

CURRENT CONTRACT AMOUNT $605,000.00

COMPLETE 34%

TOTAL	$205,500.00
LESS 10%	$20,550.00
SUB-TOTAL	$184,950.00
LESS PRIOR PAYMENTS	$0.00
PAY CONTRACTOR---------->	$184,950.00

Current Contract Amount	605,000.00
Retainage %	10%
Retainage Total	60,500.00
Current Contract Amount	605,000.00
Prior Payments	
Payment Current	184,950.00
Remaining on PO	420,050.00
Difference	(359,550.00)

City of Pueblo - Pueblo, CO 81002		PAGE: 1 OF 1	CHECK NUMBER: 00397209
INVOICE DATE	**INVOICE NUMBER**	**DESCRIPTION**	**INVOICE AMOUNT**
02/20/2024	022024/PP#1	23-142 ABATE & DEMO 125 E 7TH ST (CDBG)	$184,950.00
		PO #: 24000558 - PW-Engineering	
		GL#:250-14-1400-00-58050- $30,745.17	
		GL#:401-00-0000-00-58050- $154,204.83	

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
4860	ROCKIES ENVIRONMENTAL AND DEMOLITION…	397209	02/27/2024	$184,950.00

City of Pueblo, a Municipal Corporation
Department of Finance
P.O. Box 1427
Pueblo, CO 81002-1427

Vendor Number	Check Date	Check Number
4860	02/27/2024	397209

$184,950.00

Pay *One Hundred Eighty-four Thousand Nine Hundred Fifty Dollars and 00 Cents*

To the Order Of
ROCKIES ENVIRONMENTAL AND DEMOLITION SERVICES
7270 GILPIN WAY
STE 240
DENVER, CO 80229

FILE COPY
NON-NEGOTIABLE

Partial Payment Authorization
CITY OF PUEBLO, COLORADO
Department Of Public Works

Vendor No. 4860

Date: 3/22/2024

Vendor Name: Rockies Environmental & Demo Services
7270 Gilpin Way Ste 240
Denver, CO. 80229

P.O. No.: 24000558

032224 / PP#2

Partial Payment No.: TWO

Project : Abate and Demolish - 125 E 7th Street

Project No. 23-142

PAY CONTRACTOR $130,500.00

Partial Payment Summary

PRIOR PAYMENTS	DATE				
$184,950.00	2/20/2024	ORIGINAL CONTRACT	$605,000.00	TOTAL	$350,500.00
				LESS 10%	$35,050.00
				SUBTOTAL	$315,450.00
		CURRENT CONTRACT	$605,000.00	LESS PRIOR PAYMENTS	$184,950.00
		PERCENT COMPLETE	58%	PAY CONTRACTOR →	$130,500.00
Total	$184,950.00				

Account Summary

Project Description	Amount Funded	contingency amount	total amount	Amount Charged this Payment	Retainage This Payment (10%)	Pay Contractor this Pay	Amount Charged To Date	Retainage Charged to Date (10%)	Remaining Balance
23-142	$605,000.00	$100,000.00	$705,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$705,000.00
PP No. 1				$205,500.00	$20,550.00	$184,950.00	$205,500.00	$20,550.00	$499,500.00
PP No.2				$145,000.00	$14,500.00	$130,500.00	$350,500.00	$35,050.00	$354,500.00
Totals	$605,000.00	$100,000.00	$705,000.00	$350,500.00	$35,050.00	$315,450.00	$350,500.00	$55,600.00	$354,500.00

Approvals

Assoc. Field Engineer: Clinton C. Scotland 3/22/2024 Date

Construction Engineer: Todd Bruford 3/22/24 Date

Director of Public Works: 3/25/24 Date

PARTIAL PAYMENT No. TWO

PROJECT NAME: **Abate and Demolish - 125 E 7th Street**
CONTRACTOR: **Rockies Environmental & Demo Services**
PROJECT NO: **23-142**

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	QUANTITY PREVIOUS	QUANTITY THIS PERIOD	AMOUNT
	BASE BID						
1	Abate And Demo Building	1	LS	$535,000.00	0.30	0.22	$120,000.00
2	Erosion & Sediment Control	1	LS	$25,000.00	1.00	0.00	$0.00
3	Traffic Control	1	LS	$20,000.00	1.00	0.00	$0.00
4	Mobilization	1	LS	$25,000.00	0.00	1.00	$25,000.00

Notice to Proceed 1/22/2024
PERIOD ENDING : 4/22/2024

ORIGINAL CONTRACT DAYS: 90
ADDED CONTRACT DAYS: 2
ADJUSTED CONTRACT TIME: 92
CONTRACT DAYS USED: 20
CONTRACT DAYS REMAINING: 72

TOTAL $145,000.00
LESS 10% $14,500.00
AMOUNT DUE CONTRACTOR $130,500.00

FIELD MEASURED BY : _____ 3/22/2024
Associate Field Engineer DATE

ACCEPTED BY: _____ 3/22/2024
For: CONTRACTOR"S REP DATE

PROJECT NAME: **Abate and Demolish - 125 E 7th Street**
CONTRACTOR: **Rockies Environmental & Demo Services**
PROJECT NO: **23-142**

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	EXTENSION	QUANTITY THIS PERIOD	QUANTITY LAST PAY	QUANTITY TO DATE	AMOUNT	DOLLARS REMAINING	% COMP.
	BASE BID										
1	Abate And Demo Building	1	LS	$535,000.00	$535,000.00	0.22	0.30	0.52	$280,500.00	$254,500.00	52%
2	Erosion & Sediment Control	1	LS	$25,000.00	$25,000.00	0.00	1.00	1.00	$25,000.00	$0.00	100%
3	Traffic Control	1	LS	$20,000.00	$20,000.00	0.00	1.00	1.00	$20,000.00	$0.00	100%
4	Mobilization	1	LS	$25,000.00	$25,000.00	1.00	0.00	1.00	$25,000.00	$0.00	100%

PERIOD ENDING :

ORIGINAL CONTRACT AMT. $605,000.00

PRIOR PAYMENTS		
NO.	AMOUNT	DATE
1	$184,950.00	02/20/24

ACCOUNT NO.:
CD2111 & CIAN23

P.O. NO.
24000558

CURRENT CONTRACT AMOUNT $605,000.00

COMPLETE 58%

TOTAL	$350,500.00
LESS 10%	$35,050.00
SUB-TOTAL	$315,450.00
LESS PRIOR PAYMENTS	$184,950.00
PAY CONTRACTOR---------->	$130,500.00

Current Contract Amount	605,000.00
Retainage %	10%
Retainage Total	60,500.00
Current Contract Amount	605,000.00
Prior Payments	184,950.00
Payment Current	130,500.00
Remaining on PO	289,550.00
Difference	(229,050.00)

City of Pueblo - Pueblo, CO 81002		PAGE: 1 OF 1	CHECK NUMBER: 00398035
INVOICE DATE	**INVOICE NUMBER**	**DESCRIPTION**	**INVOICE AMOUNT**
03/22/2024	032224/PP#2	23-142 ABATE & DEMO 125 E 7TH ST (CDBG) PO #: 24000558 - PW-Engineering GL#:250-14-1400-00-58050- $21,693.68 GL#:401-00-0000-00-58050- $108,806.32	$130,500.00

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
4860	ROCKIES ENVIRONMENTAL AND DEMOLITION…	398035	04/02/2024	$130,500.00

City of Pueblo, a Municipal Corporation
Department of Finance
P.O. Box 1427
Pueblo, CO 81002-1427

Vendor Number	Check Date	Check Number
4860	04/02/2024	398035

$130,500.00

Pay *One Hundred Thirty Thousand Five Hundred Dollars and 00 Cents*

To the Order Of
ROCKIES ENVIRONMENTAL AND DEMOLITION SERVICES
7270 GILPIN WAY
STE 240
DENVER, CO 80229

FILE COPY
NON-NEGOTIABLE

Partial Payment Authorization
CITY OF PUEBLO, COLORADO
Department Of Public Works

Vendor No. 4860

Date: 4/18/2024

Vendor Name: Rockies Environmental & Demo Services
7270 Gilpin Way Ste 240
Denver, CO. 80229

P.O. No.: 24000558

04 18 24 / PP#3

Partial Payment No.: THREE

Project : Abate and Demolish - 125 E 7th Street

Project No. 23-142

PAY CONTRACTOR $258,462.20

Partial Payment Summary

PRIOR PAYMENTS		DATE
PP 1	$184,950.00	2/20/2024
PP 2	$130,500.00	3/22/2024
Total	$315,450.00	

ORIGINAL CONTRACT	$605,000.00
CO 1	$32,680.22
CURRENT CONTRACT	$637,680.22
PERCENT COMPLETE	100%

TOTAL	$637,680.22
LESS 10%	$63,768.02
SUBTOTAL	$573,912.20
LESS PRIOR PAYMENTS	$315,450.00
PAY CONTRACTOR →	$258,462.20

Account Summary

Project Description	Amount Funded	contingency amount	total amount	Amount Charged this Payment	Retainage This Payment (10%)	Pay Contractor this Pay	Amount Charged To Date	Retainage Charged to Date (10%)	Remaining Balance
23-142	$605,000.00	$100,000.00	$705,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$705,000.00
PP No. 1				$205,500.00	$20,550.00	$184,950.00	$205,500.00	$20,550.00	$499,500.00
PP No.2				$145,000.00	$14,500.00	$130,500.00	$350,500.00	$35,050.00	$67,319.78
PP No. 3				$287,180.22	$28,718.02	$258,462.20	$637,680.22	$63,768.02	$67,319.78
Totals	$605,000.00	$100,000.00	$705,000.00	$637,680.22	$63,768.02	$573,912.20	$637,680.22	$63,768.02	$67,319.78

Approvals

Assoc. Field Engineer: _____ Date 5/6/24

Construction Manager Todd Benford Date 5/6/24

Public Works Director: _____ Date 5/9/24

PARTIAL PAYMENT No. THREE

PROJECT NAME: **Abate and Demolish - 125 E 7th Street**
CONTRACTOR: **Rockies Environmental & Demo Services**
PROJECT NO: **23-142**

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	QUANTITY PREVIOUS	QUANTITY THIS PERIOD	AMOUNT
	BASE BID						
1	Abate And Demo Building	1	LS	$535,000.00	0.52	0.54	$287,180.22
2	Erosion & Sediment Control	1	LS	$25,000.00	1.00	0.00	$0.00
3	Traffic Control	1	LS	$20,000.00	1.00	0.00	$0.00
4	Mobilization	1	LS	$25,000.00	1.00	0.00	$0.00

Notice to Proceed	1/22/2024		
PERIOD ENDING :	4/22/2024	TOTAL	$287,180.22
ORIGINAL CONTRACT DAYS:	90	LESS 10%	$28,718.02
ADDED CONTRACT DAYS:	2		
ADJUSTED CONTRACT TIME:	92	AMOUNT DUE CONTRACTOR	$258,462.20
CONTRACT DAYS USED:	20		
CONTRACT DAYS REMAINING:	72		

FIELD MEASURED BY : _____ 4/18/2024
Associate Field Engineer DATE

ACCEPTED BY: _____ 4/18/2024
For: CONTRACTOR"S REP DATE

PROJECT NAME: **Abate and Demolish - 125 E 7th Street**
CONTRACTOR: **Rockies Environmental & Demo Services**
PROJECT NO: **23-142**

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	EXTENSION	QUANTITY THIS PERIOD	QUANTITY LAST PAY	QUANTITY TO DATE	AMOUNT	DOLLARS REMAINING	% COMP.
	BASE BID										
1	Abate And Demo Building	1	LS	$535,000.00	$535,000.00	0.54	0.52	1.06	$567,680.22	-$32,680.22	106%
2	Erosion & Sediment Control	1	LS	$25,000.00	$25,000.00	0.00	1.00	1.00	$25,000.00	$0.00	100%
3	Traffic Control	1	LS	$20,000.00	$20,000.00	0.00	1.00	1.00	$20,000.00	$0.00	100%
4	Mobilization	1	LS	$25,000.00	$25,000.00	0.00	1.00	1.00	$25,000.00	$0.00	100%

PERIOD ENDING :

ORIGINAL CONTRACT AMT. $605,000.00
CO 1 $32,680.22

CURRENT CONTRACT AMOUNT $637,680.22

TOTAL $637,680.22
LESS 10% $63,768.02
SUB-TOTAL $573,912.20
LESS PRIOR PAYMENTS $315,450.00

PAY CONTRACTOR----------> $258,462.20

PRIOR PAYMENTS		
NO.	AMOUNT	DATE
1	$184,950.00	02/20/24
2	$130,500.00	03/22/24

ACCOUNT NO.:
CD2111 & CIAN23

P.O. NO.
24000558

COMPLETE 100%

City of Pueblo - Pueblo, CO 81002		PAGE: 1 OF 1	CHECK NUMBER: 00399408
INVOICE DATE	**INVOICE NUMBER**	**DESCRIPTION**	**INVOICE AMOUNT**
04/18/2024	041824/PP#3	23-142 ABATE & DEMO 125 E 7TH ST (CDBG)	$258,462.20
		PO #: 24000558 - PW-Engineering	
		GL#:250-14-1400-00-58050- $42,965.48	
		GL#:401-00-0000-00-58050- $215,496.72	

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
4860	ROCKIES ENVIRONMENTAL AND DEMOLITION…	399408	05/30/2024	$258,462.20

City of Pueblo, a Municipal Corporation
Department of Finance
P.O. Box 1427
Pueblo, CO 81002-1427

Vendor Number	Check Date	Check Number
4860	05/30/2024	399408

$258,462.20

Pay *Two Hundred Fifty-eight Thousand Four Hundred Sixty-two Dollars and 20 Cents*

To the Order Of
ROCKIES ENVIRONMENTAL AND DEMOLITION SERVICES
7270 GILPIN WAY
STE 240
DENVER, CO 80229

FILE COPY
NON-NEGOTIABLE

Partial Payment Authorization
CITY OF PUEBLO, COLORADO
Department Of Public Works

Vendor No. 4860

Date: 5/6/2024

Vendor Name: Rockies Environmental & Demo Services
7270 Gilpin Way Ste 240
Denver, CO. 80229

P.O. No.: 24000558

☐050624/PP#4&Final

Final payment please advertise

Partial Payment No.: Final

Project : Abate and Demolish - 125 E 7th Street

Project No. 23-142

PAY CONTRACTOR $63,768.02

Partial Payment Summary

PRIOR PAYMENTS		DATE
PP 1	$184,950.00	2/20/2024
PP 2	$130,500.00	3/22/2024
PP 3	$258,462.20	4/18/2024
Total	$573,912.20	

ORIGINAL CONTRACT	$605,000.00	TOTAL	$637,680.22
CO 1	$32,680.22	SUBTOTAL	$637,680.22
CURRENT CONTRACT	$637,680.22	LESS PRIOR PAYMENTS	$573,912.20
PERCENT COMPLETE	100%	PAY CONTRACTOR →	$63,768.02

Account Summary

Project Description	Amount Funded	contingency amount	total amount	Amount Charged this Payment	Retainage This Payment (10%)	Pay Contractor this Pay	Amount Charged To Date	Retainage Charged to Date (10%)	Remaining Balance
23-142	$605,000.00	$100,000.00	$705,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$705,000.00
PP No. 1				$205,500.00	$20,550.00	$184,950.00	$205,500.00	$20,550.00	$499,500.00
PP No.2				$145,000.00	$14,500.00	$130,500.00	$350,500.00	$35,050.00	$67,319.78
PP No. 3				$287,180.22	$28,718.02	$258,462.20	$637,680.22	$63,768.02	$67,319.78
Totals	$605,000.00	$100,000.00	$705,000.00	$637,680.22	$63,768.02	$573,912.20	$637,680.22	$63,768.02	$67,319.78

Approvals

Assoc. Field Engineer: Clinton Scatterday Date 5/6/24

Construction Manager: Todd Brimhall Date 5/6/24

Public Works Director: Date 5/9/24

PARTIAL PAYMENT NO. Final

PROJECT NAME: Abate and Demolish - 125 E 7th Street
CONTRACTOR: Rockies Environmental & Demo Services
PROJECT NO: 23-142

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	EXTENSION	QUANTITY THIS PERIOD	QUANTITY LAST PAY	QUANTITY TO DATE	AMOUNT	DOLLARS REMAINING	% COMP.
	BASE BID										
1	Abate And Demo Building	1	LS	$535,000.00	$535,000.00	0.54	0.52	1.06	$567,680.22	-$32,680.22	106%
2	Erosion & Sediment Control	1	LS	$25,000.00	$25,000.00	0.00	1.00	1.00	$25,000.00	$0.00	100%
3	Traffic Control	1	LS	$20,000.00	$20,000.00	0.00	1.00	1.00	$20,000.00	$0.00	100%
4	Mobilization	1	LS	$25,000.00	$25,000.00	0.00	1.00	1.00	$25,000.00	$0.00	100%

PERIOD ENDING :

ORIGINAL CONTRACT AMT. $605,000.00
CO 1 $32,680.22

CURRENT CONTRACT AMOUNT $637,680.22

COMPLETE 100%

TOTAL $637,680.22

SUB-TOTAL $637,680.22

LESS PRIOR PAYMENTS $573,912.20

PAY CONTRACTOR----------> $63,768.02

PRIOR PAYMENTS		
NO.	AMOUNT	DATE
1	$184,950.00	02/20/24
2	$130,500.00	03/22/24
3	$258,462.20	04/18/24

ACCOUNT NO.:
CD2111 & CIAN23

P.O. NO.
24000558

Michael Trice

From: Charles Roy
Sent: Monday, September 9, 2024 8:53 AM
To: Michael Trice
Cc: Kurt Patrick
Subject: FW: [External] Albany Demo

Mike,

Please release final payment for Rockies Environmental & Demo Services associate with project 23-142.

Thanks,
Chuck

Charles E. Roy, P.E.
DEPUTY DIRECTOR | PUBLIC WORKS
CITY OF PUEBLO, COLORADO
719.553.2271 OFFICE | 719.568.1381 CELL
CROY@PUEBLO.US | WWW.PUBWORKS@PUEBLO.US

From: Clinton Scotland <cscotland@pueblo.us>
Sent: Monday, September 9, 2024 7:17 AM
To: Charles Roy <CRoy@pueblo.us>; Kelly Grisham <kgrisham@pueblo.us>
Cc: Kurt Patrick <KPatrick@pueblo.us>; Todd Berisford <tberisford@pueblo.us>; Lisa Pate <LPate@pueblo.us>
Subject: FW: [External] Albany Demo

Albany demo

From: REDS <jennie@rockiesenvironmental.com>
Sent: Friday, September 6, 2024 11:15 AM
To: Clinton Scotland <cscotland@pueblo.us>
Subject: Re: [External] Albany Demo

Hi Clint,

Just wanted to let you know that A1 Barricade is paid in full.

Is there anything you meed from me to process final retainage payment?

Sincerely,
Jennie
CFO (Chief Financial Officer)
7270 Gilpin Way
Denver, Co 80229
Office:720-792-1002
Email: jennie@rockiesenvironmental.com

On Jul 24, 2024, at 9:12 AM, Clinton Scotland <cscotland@pueblo.us> wrote:

Thank you!!!

From: Jennie Intavong <jennie@rockiesenvironmental.com>
Sent: Wednesday, July 24, 2024 9:10 AM
To: Clinton Scotland <cscotland@pueblo.us>
Subject: [External] Re: Albany Demo

External email. Please use caution.

Hello Clint,

Final check for A1 barricade going out on Friday's check run. I will send over an email when the check clears.

Thank you,
Jennie

> On Jul 24, 2024, at 8:46 AM, Clinton Scotland <cscotland@pueblo.us> wrote:
>
> Did all your subs get paid?

From: Kurt Patrick <KPatrick@pueblo.us>
Sent: Tuesday, July 23, 2024 4:22 PM

To: Clinton Scotland <cscotland@pueblo.us>; Lisa Pate <LPate@pueblo.us>; Todd Berisford <tberisford@pueblo.us>
Subject: Albany Demo

All,

Andrew mentioned today that there was a claim on this project and that Brian was holding up the final payment? I'm assuming a sub didn't get paid, anyone have any additional info on that?

Thanks,
Kurt

Kurt Patrick, P.E.
Engineering Manager | Public Works
City of Pueblo, Colorado
719.553.2283 Office | 719.568.1156 Cell
kpatrick@pueblo.us | https://www.pueblo.us/publicworks
<image001.png>

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DocuSign Envelope ID: 5BB2D7A4-FF79-444E-94DE-4CE24B8A5AC5

LEGAL NOTICE
NOTICE OF FINAL SETTLEMENT

The City of Pueblo, Colorado will make final settlement with Rockies Environmental and Demolition Services on June 20, 2024, for work performed on Project known as 125 E. 7th Street Abate and Demolish, Proj 23-142 . Verified statement of claims for labor, materials or supplies furnished on the project may be filed with the Director of Finance on or before the time of final settlement.

Dated: May 9, 2024
1st Publication: May 30, 2024
2nd Publication: June 10, 2024
PO 24000558

DocuSigned by:
By _____
CAE4752363A94D6...
Alexandria A. Romero, CPA, MPAcc
Director of Finance
1 City Hall Place
Pueblo, CO 81003
Attn: Finance Department

Michael Trice

From: Todd Berisford
Sent: Friday, June 21, 2024 1:23 PM
To: Michael Trice
Subject: RE: Rockies Environmental Final Claims

No claims here.

Todd Berisford
Construction Manager
tberisford@pueblo.us
City of Pueblo
Office-719-553-2289
Cell – 719-320-6492

From: Michael Trice <MTRice@pueblo.us>
Sent: Friday, June 21, 2024 9:23 AM
To: Todd Berisford <tberisford@pueblo.us>; Clinton Scotland <cscotland@pueblo.us>
Cc: Andrew Hayes <AHayes@pueblo.us>; Anna Elliss <aelliss@pueblo.us>; Maria Mondragon <mariamondragon@pueblo.us>; Tess Yenger <TYenger@pueblo.us>; Kelsey Million <KMillion@pueblo.us>; vendorinfo <vendorinfo@pueblo.us>; Michael Trice <MTRice@pueblo.us>
Subject: Rockies Environmental Final Claims

Per the publication related to PO 24000558, Abate and Demolish 125 E 7th Street, Proj 23-142, claims for Rockies Environmental and Demolition Services had to be received by June 20, 2024. Please advise if any claims have been received before final payment is submitted for processing.

Total Contract Amount $ 637,680.22
Total Prior Payments $ 573,912.20
Final Payment Amount $ 63,768.02

Thank you,

Mike Trice
Accounts Payable/Acctg Tech IV

City of ***Pueblo*** *Colorado*
Finance Department
One City Hall Place
Pueblo, CO 81003
Main (719)553-2648
Fax (719)553-2617

LocaliQ
Colorado
GANNETT

Order Confirmation

Not an Invoice

Account Number:	867051
Customer Name:	City of Pueblo Public Works Legals
Customer Address:	City of Pueblo Public Works Legals 211 E D ST Pueblo CO 81003-3488
Contact Name:	Michael Trice
Contact Phone:	
Contact Email:	MTRice@pueblo.us
PO Number:	24000558

Date:	05/28/2024
Order Number:	10218121
Prepayment Amount:	$ 0.00

Column Count:	2.0000
Line Count:	
Height in Inches:	1.0000

Print

Product	#Insertions	Start - End	Category
PUE The Pueblo Chieftain	2	05/30/2024 - 06/10/2024	

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	$27.40
Tax Amount	$0.00
Service Fee 3.99%	$1.09
Cash/Check/ACH Discount	-$1.09
Payment Amount by Cash/Check/ACH	$27.40
Payment Amount by Credit Card	$28.49

Order Confirmation Amount	**$27.40**

LOCALiQ

The Pueblo Chieftain

PO Box 631823 Cincinnati, OH 45263-1823

AFFIDAVIT OF PUBLICATION

Michael Trice
City of Pueblo Public Works Legals
211 E D ST
Pueblo CO 81003-3488

STATE OF WISCONSIN, COUNTY OF BROWN

The Pueblo Chieftain; that the same is a daily newspaper printed in the County of Pueblo, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said County of Pueblo for a period of 365 days a year next prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States Mail as a second class matter under the provisions of the act of March 3rd, 1987, or any amendment thereof duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado of which is attached a true copy from said newspaper and was published in issues dated:

05/30/2024, 06/10/2024

Sworn to and subscribed before on 06/10/2024

Legal Clerk

Notary, State of WI, County of Brown

6/30/2025

My commission expires

Publication Cost:	$27.40	
Tax Amount:	$0.00	
Payment Cost:	$27.40	
Order No:	10218121	# of Copies:
Customer No:	867051	1
PO #:	24000558	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

AMY KOKOTT
Notary Public
State of Wisconsin

LEGAL NOTICE
NOTICE OF FINAL SETTLEMENT

The City of Pueblo, Colorado will make final settlement with Rockies Environmental and Demolition Services on June 20, 2024, for work performed on Project known as 125 E. 7th Street Abate and Demolish, Proj 23-142 . Verified statement of claims for labor, materials or supplies furnished on the project may be filed with the Director of Finance on or before the time of final settlement.

Dated: May 9, 2024
1st Publication: May 30, 2024
2nd Publication: June 10, 2024
PO 24000558

DocuSigned by:
By _____
CAE4752363A94D6...
Alexandria A. Romero, CPA, MPAcc
Director of Finance
1 City Hall Place
Pueblo, CO 81003
Attn: Finance Department

City of Pueblo - Pueblo, CO 81002		PAGE: 1 OF 1	CHECK NUMBER: 00401956
INVOICE DATE	**INVOICE NUMBER**	**DESCRIPTION**	**INVOICE AMOUNT**
05/06/2024	050624/PP#4&Final	23-142 ABATE & DEMO 125 E 7TH ST (CDBG) PO #: 24000558 - PW-Engineering GL#:250-14-1400-00-58050- $10,600.48 GL#:401-00-0000-00-58050- $53,167.54	$63,768.02

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
4860	ROCKIES ENVIRONMENTAL AND DEMOLITION…	401956	09/12/2024	$63,768.02

City of Pueblo, a Municipal Corporation
Department of Finance
P.O. Box 1427
Pueblo, CO 81002-1427

Vendor Number	Check Date	Check Number
4860	09/12/2024	401956

$63,768.02

Pay *Sixty-three Thousand Seven Hundred Sixty-eight Dollars and 02 Cents*

To the Order Of
ROCKIES ENVIRONMENTAL AND DEMOLITION SERVICES
7270 GILPIN WAY
STE 240
DENVER, CO 80229

FILE COPY
NON-NEGOTIABLE

All-Phase Environmental Consultants, Inc.
721 W. 9th Street
Pueblo, CO 81003

Phone (719) 545-0375

Invoice

DATE	INVOICE #
9/19/2023	23-5488

BILL TO

City Of Pueblo - Dept of Public Works
211 E. "D" Street
Pueblo, CO 81003

TERMS	DUE DATE
Net 30	10/19/2023

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
L. Greenfield - PD	Asbestos Project Designer - Variance Draft and revisions/ Correspondence with Client, Owner, CDPHE/Meetings/Calls/Video Meetings The Albany Building Variance 125 E 7th Street, Pueblo, CO PO #23000864 Dates of Work: 3/1/2023 - 9/19/2023	1	10,000.00	10,000.00

Okay to pay P.O.#
Acct. #
Proj. #
Auth. By:
Date: 9/22/23

Thank you for your business.

Total	$10,000.00
Payments/Credits	$0.00
Balance Due	$10,000.00

PAYMENT NOT RECEIVED BY DUE DATE WILL ACCRUE INTEREST AT 1.5% EVERY 30 DAYS WITH A MINIMUM LATE FEE OF $25.00.

E-mail

accounting@allphaseenvironmental.com

Purchase Order

Fiscal Year 2023

BILL TO

City of Pueblo
Department of Finance
P.O. Box 1427
Pueblo, CO 81002
Accounts Payable:
(719) 553-2648

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **23000864**

Delivery must be made within doors of specified destination.

VENDOR

ALL-PHASE ENVIRONMENTAL CONSULTANTS INC
ALL-PHASE ENVIRONMENTAL CONSULTANTS
721 WEST 9TH STREET
PUEBLO, CO 81003
Email: BRANDICE@ALLPHASEENVIRONMENTAL.COM
Fax: (719)542-2807

SHIP TO

Public Works
211 E D Street
Pueblo, CO 81003
Email: groque@pueblo.us
Phone: 719-5532295
Fax: 719-553-2294

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
719-545-0375	(719)542-2807	723	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
02/28/2023	1245	02/16/2023	FOB Destination	PW-Engineering

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	The Albany Building 125 E 7th CDPHE Variance Preparation for Demolition Asbestos Consulting	10,000.0	DL	$1.00	$10,000.00

City of Pueblo - Purchasing Department
230 S. Mechanic - Pueblo, CO 81003
Phone: (719) 553-2350 Fax: (719) 553-2351

Tax Exemption Numbers:

City	State	Federal
1360	98-03305	84-6000615

VENDOR COPY

Total Ext. Price	$10,000.00
Total Sales Tax	$0.00
Total Freight	$0.00
Total Discount	$0.00
Total Credit	$0.00
PO Total	**$10,000.00**

By: _____
Director of Purchasing, **CPPO**

Approved after discussion
with Andrew Hayes. NCH

ALL-PHASE
ENVIRONMENTAL CONSULTANTS, INC.

Proposal

for

Open Air Variance and Submittal to the Colorado Department of Public Health and Environment (CDPHE)

for

The Albany Building
125 E. 7th Street
Pueblo, CO 81003
(City of Pueblo)

Scope of Work

The scope of work for the project known as CDPHE Variance Preparation and Submittal for The Albany Building located in Pueblo, CO will include but is not limited to the following items:

1) PROPOSED SCOPE OF WORK

All-Phase Environmental Consultants, Inc. (APEC) will prepare and submit a Variance Request Report to CDPHE for demolition of the above-mentioned address and is hereby referenced to as the Subject Property.

A. Variance Preparation

APEC shall provide the abatement project management and oversight requirements that differ from set regulations to ensure compliance due to the structures current condition. APEC will provide quality variance preparation services that will be prepared by Logan Greenfield, an EPA accredited and State of Colorado Licensed Project Designer. APEC will prepare a site-specific asbestos Variance plan in general accordance with applicable federal, state and local laws and regulations. The prepared asbestos abatement variance specification will include the following general information:

- General Building Conditions
- General abatement that cannot be followed that differs from the Regulation.
- General Abatement Contractor (GAC) submittal and permit requirements
- Abatement Materials, Equipment, Abatement Means and Methods
- Safety and Health project requirements
- Abatement Work Execution
- Project Design Drawings – Site Flow Maps
- Final Clearance Requirements

Specifications in the variance will include provisions for compliance with the applicable Occupational Safety and Health Administration (OSHA) standards for construction and demolition activities. It will be recommended that, prior to demolition, final visual and air clearance sampling be conducted subsequent to the abatement of **any** amount of friable ACM.

Please keep in mind that CDPHE has up to 60 day for review of the variance before approval and release of the work plan, per Colorado Regulation 8 Section III.F.

APPENDIX A-Variance Cost Estimate

Task Item	*Units*	*Cost per Unit*	**Total**
Variance Preparation and CDPHE Correspondence	1	$10,000	**NTE - $10,000**

The cost estimate listed above reflects only those costs described in the Scope of Work. This price is a not to exceed limit, however if any additional types of consulting is needed or required by CDPHE, this may constitute an alternative Scope of Work, thereby changing the price and/or timeframe of the project. Oversight, Sampling and General Project Management on Site at the time of demolition is not included in this estimate. Only after the Variance is approved by CDPHE can this be obtained and determined.

Thank you for the opportunity to provide you with exceptional environmental consulting and Variance Preparation!

Logan Greenfield – VP
All-Phase Environmental Consultants, Inc.
(o) 719.545.0375
(m) 719.250.0036
(f) 719.542-2807

City of Pueblo - Pueblo, CO 81002		PAGE: 1 OF 1	CHECK NUMBER: 00393876
INVOICE DATE	**INVOICE NUMBER**	**DESCRIPTION**	**INVOICE AMOUNT**
09/14/2023	23-5474.2	El Centro De Quinto Sol Asbestos Testing PO #: 23002403 - PW-Engineering GL#:101-40-4010-30-53003- $3,270.00	$3,270.00
09/19/2023	23-5488	The Albany Building 125 E 7th CDPHE Variance Prep PO #: 23000864 - PW-Engineering GL#:401-00-0000-00-58050- $10,000.00	$10,000.00

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
1245	ALL-PHASE ENVIRONMENTAL CONSULTANTS INC	393876	10/03/2023	$13,270.00

City of Pueblo, a Municipal Corporation
Department of Finance
P.O. Box 1427
Pueblo, CO 81002-1427

Vendor Number	Check Date	Check Number
1245	10/03/2023	393876

$13,270.00

Pay *Thirteen Thousand Two Hundred Seventy Dollars and 00 Cents*

To the Order Of
ALL-PHASE ENVIRONMENTAL CONSULTANTS INC
DBA ALL-PHASE ENVIRONMENTAL CONSULTANTS
721 WEST 9TH STREET
PUEBLO, CO 81003

FILE COPY
NON-NEGOTIABLE

All-Phase Environmental Consultants, Inc.
721 W. 9th Street
Pueblo, CO 81003

Phone (719) 545-0375

RECEIVED
APR 1 2024
BY:

Invoice

DATE	INVOICE #
2/29/2024	24-5629-1

BILL TO

City Of Pueblo - Dept of Public Works
211 E. "D" Street
Pueblo, CO 81003

TERMS	DUE DATE
Net 30	3/30/2024

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
J. Cardenas	Visual &/or Final Air clearance (Daily Rate) - Oversight	4.5	700.00	3,150.00
L. Greenfield	Air Monitoring Specialist (Daily Rate) - Oversight	11.5	700.00	8,050.00
AMS	Air Monitoring Specialist (Daily Rate) - Oversight - G. Morgan	9	700.00	6,300.00
TEM Analysis	TEM Analysis	144	135.00	19,440.00
Laboratory Analysis	Early Open Charge per Day	16	200.00	3,200.00
8.99	Other subcontractors - Courier - Drive Samples to Lab in Denver Daily	16	205.00	3,280.00
	The Albany 125 E 7th Street, Pueblo, CO Oversight for Open Air Demolition PO 24000585 Vendor 1245 Work Through 2/29/2024			

Okay to pay P.O.# 24000585
Acct.# 23-142
Proj.#
Auth.By:
Date: 4/11/2024

Thank you for your continued business!

Total	$43,420.00
Payments/Credits	$0.00
Balance Due	$43,420.00

PAYMENT NOT RECEIVED BY DUE DATE WILL ACCRUE INTEREST AT 1.5% EVERY 30 DAYS WITH A MINIMUM LATE FEE OF $25.00.

E-mail
accounting@allphaseenvironmental.com

City of Pueblo - Pueblo, CO 81002		PAGE: 1 OF 1	CHECK NUMBER: 00398571
INVOICE DATE	**INVOICE NUMBER**	**DESCRIPTION**	**INVOICE AMOUNT**
02/29/2024	24-5629-1	OPEN-AIR OVERSIGHT ENVIRONMENTAL TESTING FOR23-142 PO #: 24000585 - PW-Engineering GL#:401-00-0000-00-58050- $43,420.00	$43,420.00
04/16/2024	24-5671	PARKS & REC ANNEX BLDG - 3400 NUCKOLLS AVE TESTING PO #: 24001300 - PW-Engineering GL#:101-40-4010-30-53003- $1,775.00	$1,775.00

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
1245	ALL-PHASE ENVIRONMENTAL CONSULTANTS INC	398571	05/01/2024	$45,195.00

City of Pueblo, a Municipal Corporation
Department of Finance
P.O. Box 1427
Pueblo, CO 81002-1427

Vendor Number	Check Date	Check Number
1245	05/01/2024	398571

$45,195.00

Pay *Forty-five Thousand One Hundred Ninety-five Dollars and 00 Cents*

To the Order Of
ALL-PHASE ENVIRONMENTAL CONSULTANTS INC
DBA ALL-PHASE ENVIRONMENTAL CONSULTANTS
721 WEST 9TH STREET
PUEBLO, CO 81003

FILE COPY
NON-NEGOTIABLE

RECEIVED
APR 0 2 2024
BY:

Invoice

All-Phase Environmental Consultants, Inc.
721 W. 9th Street
Pueblo, CO 81003

Phone (719) 545-0375

DATE	INVOICE #
4/2/2024	24-5629-2

Okay to pay P.O.# 24000585
Acct. #
Proj. #
Auth. By:
Date:

BILL TO

City Of Pueblo - Dept of Public Works
211 E. "D" Street
Pueblo, CO 81003

TERMS	DUE DATE
Net 30	5/2/2024

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
J. Cardenas	Visual &/or Final Air clearance (Daily Rate) - Oversight	5	700.00	3,500.00
L. Greenfield	Air Monitoring Specialist (Daily Rate) - Oversight	6	700.00	4,200.00
L. Greenfield - PM	Project Management and Oversight - Environmental Technician - Correspondence and meetings, CDPHE and Closeout Docs/Binder	48	80.00	3,840.00
L. Greenfield	Air Monitoring Specialist - Final Visual	3	300.00	900.00
AMS	Air Monitoring Specialist (Daily Rate) - Oversight - G. Morgan	7	700.00	4,900.00
5.1 (B. Eslinger)	Principal - Site visits/Correspondence with CDPHE	18	95.00	1,710.00
TEM Analysis	TEM Analysis	135	135.00	18,225.00
PLM Bulk	PLM Bulk (3 hr. rush samples)	8	50.00	400.00
Laboratory Analysis	Early Open Charge per Day	13	200.00	2,600.00
8.99	Other subcontractors - Courier - Drive Samples to Lab in Denver Daily	13	205.00	2,665.00
	The Albany 125 E 7th Street, Pueblo, CO Oversight for Open Air Demolition PO 24000585 Vendor 1245 Work Through Project Completion March 25, 2024			

Thank you for your continued business!

Total	$42,940.00
Payments/Credits	$0.00
Balance Due	$42,940.00

PAYMENT NOT RECEIVED BY DUE DATE WILL ACCRUE INTEREST AT 1.5% EVERY 30 DAYS WITH A MINIMUM LATE FEE OF $25.00.

E-mail
accounting@allphaseenvironmental.com

Tess Yenger

From: Charles Roy
Sent: Tuesday, April 2, 2024 12:52 PM
To: Tess Yenger
Cc: Todd Berisford; Kurt Patrick; Kelly Grisham
Subject: FW: [External] Invoice 24-5629-2 from All-Phase Environmental Consultants, Inc.
Attachments: Inv_2456292_from_AllPhase_Environmental_Consultants_Inc._17452.pdf

Approved to pay from same account as project #23-142.

Charles E. Roy, P.E.
DEPUTY DIRECTOR | PUBLIC WORKS
CITY OF PUEBLO, COLORADO
719.553.2271 OFFICE | 719.568.1381 CELL
CROY@PUEBLO.US | WWW.PUBWORKS@PUEBLO.US

From: Brandice Eslinger <brandice@allphaseenvironmental.com>
Sent: Tuesday, April 2, 2024 12:50 PM
To: Andrew Hayes <AHayes@pueblo.us>
Cc: Charles Roy <CRoy@pueblo.us>
Subject: [External] Invoice 24-5629-2 from All-Phase Environmental Consultants, Inc.

External email. Please use caution.

All-Phase Environmental Consultants, Inc.

Invoice *Due:05/02/2024*
24-5629-2

Amount Due: $42,940.00

Dear Customer :

Your invoice is attached. Please remit payment at your earliest convenience.

Thank you for your business - we appreciate it very much.

Sincerely,

All-Phase Environmental Consultants, Inc.

[redacted]

City of Pueblo - Pueblo, CO 81002		PAGE: 1 OF 1	CHECK NUMBER: 00398049
INVOICE DATE	**INVOICE NUMBER**	**DESCRIPTION**	**INVOICE AMOUNT**
04/02/2024	24-5629-2	OPEN-AIR OVERSIGHT ENVIRONMENTAL TESTING FOR23-142 PO #: 24000585 - PW-Engineering GL#:401-00-0000-00-58050- $42,940.00	$42,940.00

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
1245	ALL-PHASE ENVIRONMENTAL CONSULTANTS INC	398049	04/04/2024	$42,940.00

City of Pueblo, a Municipal Corporation
Department of Finance
P.O. Box 1427
Pueblo, CO 81002-1427

Vendor Number	Check Date	Check Number
1245	04/04/2024	398049

$42,940.00

Pay *Forty-two Thousand Nine Hundred Forty Dollars and 00 Cents*

To the Order Of
ALL-PHASE ENVIRONMENTAL CONSULTANTS INC
DBA ALL-PHASE ENVIRONMENTAL CONSULTANTS
721 WEST 9TH STREET
PUEBLO, CO 81003

FILE COPY
NON-NEGOTIABLE

A-1 BARRICADE & SIGN, INC.

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

RENTED TO	JOB LOCATION	TICKET #
CITY OF PUEBLO PUBLIC WORKS ATTN: ENGINEERING 211 E. D ST PUEBLO CO 81003	SIDEWALK CLOSURE 7TH & ALBANY SIDEWALK CLOSURE PUEBLO CO	Con# 133555 Loc 200

DL/ID #	DOBth	MISC	PHONE		DATE	TIME
AR 9393			W (719) 553-2295 F (719) 553-2294	OUT	08/08/22	8:00 AM VV
ID#3	PO/JOB #	RECEIVED BY				
	CHUCK			RETURNED	08/31/22	5:00 PM CT

FINAL

QTY	ITEM#	MIN	HOURLY	OVNITE	8-HOUR	DAY	WEEK	4 WEEK	EXT AMT	NET AMT
8	BADN-0000	DRUM CHANNEL DEVICE N/L							576.00	576.00
	$3.00/D					3.00				
2	T1SN-0000	BARR.T-1 SDWK CL NL							192.00	192.00
	$4.00/D					4.00				
1	LABOR-REG	LABOR, SU/PU REGULAR						85.00	85.00	85.00

Rental Text : END OF THE MONTH BILLING, BARRICADES ARE STILL OUT

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

Okay to pay P.O.# 22002808
Acct. #
Proj. #
Auth. By
Date: 9/12/22

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

RENT	768.00
SALES	0.00
OTHER	85.00
DW/FEES	69.12
SMM TAX	0.00
SALES TAX	0.00
USE TAX	0.00
TOTAL DUE	922.12
AMT BILLED	922.12

APPROVED TO PAY.

USE DEMO/ABATE ACCOUNT. 9/12/2022

CI1901

City of Pueblo - Pueblo, CO 81002		PAGE: 1 OF 1	CHECK NUMBER: 00385137
INVOICE DATE	**INVOICE NUMBER**	**DESCRIPTION**	**INVOICE AMOUNT**
08/31/2022	133555	Sidewalk Closure 7th & Albany PO #: 22002808 - PW-Engineering GL#:401-00-0000-00-58050- $922.12	$922.12

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
1123	A-1 BARRICADE & SIGN, INC.	385137	09/29/2022	$922.12

City of Pueblo, a Municipal Corporation
Department of Finance
P.O. Box 1427
Pueblo, CO 81002-1427

Vendor Number	Check Date	Check Number
1123	09/29/2022	385137

$922.12

Pay *Nine Hundred Twenty-two Dollars and 12 Cents*

To the Order Of
A-1 BARRICADE & SIGN, INC.
201 COLORADO AVE
PUEBLO, CO 81004-2003

FILE COPY
NON-NEGOTIABLE

A-1 BARRICADE & SIGN, INC.

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

RENTED TO	JOB LOCATION	TICKET #
CITY OF PUEBLO PUBLIC WORKS ATTN: ENGINEERING 211 E. D ST PUEBLO CO 81003	SIDEWALK CLOSURE 7TH & ALBANY SIDEWALK CLOSURE PUEBLO CO	Con# 133557 Loc 200

DL/ID #	DOBth	MISC	PHONE		DATE	TIME
AR 9393			W (719) 553-2295 F (719) 553-2294	OUT	09/01/22	7:00 AM CT
ID#3	PO/JOB #	RECEIVED BY				
	CHUCK			RETURNED	09/30/22	5:00 PM CT

FINAL

QTY	ITEM#	MIN	HOURLY	OVNITE	8-HOUR	DAY	WEEK	4 WEEK	EXT AMT	NET AMT
8	BADN-0000 $3.00/D					3.00			720.00	720.00
2	T1SN-0000 $4.00/D					4.00			240.00	240.00

Rental Text : PREVIOUS MONTH BILLING, CON#133555
END OF THE MONTH BILLING, BARRICADES ARE STILL OUT

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

Okay to pay PO # 22002939
Acct. #
Date: 10/3/22

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

RENT	960.00
SALES	0.00
OTHER	0.00
DW/FEES	86.40
SMM TAX	0.00
SALES TAX	0.00
USE TAX	0.00
TOTAL DUE	1046.40
AMT BILLED	1046.40

CF 1605
(1704)

WWW.A1BARRICADEANDSIGN.COM >OFFICE@A1BARRICADEANDSIGN.COM
WE ARE NOW A CERTIFIED UDBE/MINORITY OWNED COMPANY #6100
"AN EQUAL OPPORTUNITY EMPLOYER"

09/30/22 08:43:12

REQ 2339

City of Pueblo - Pueblo, CO 81002		PAGE: 1 OF 1	CHECK NUMBER: 00385503
INVOICE DATE	**INVOICE NUMBER**	**DESCRIPTION**	**INVOICE AMOUNT**
09/30/2022	133557	7th & Albany Sidewalk Closure for Demolition PO #: 22002939 - PW-Engineering GL#:401-00-0000-00-58050- $1,046.40	$1,046.40

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
1123	A-1 BARRICADE & SIGN, INC.	385503	10/18/2022	$1,046.40

City of Pueblo, a Municipal Corporation
Department of Finance
P.O. Box 1427
Pueblo, CO 81002-1427

Vendor Number	Check Date	Check Number
1123	10/18/2022	385503

$1,046.40

Pay *One Thousand Forty-six Dollars and 40 Cents*

To the Order Of
A-1 BARRICADE & SIGN, INC.
201 COLORADO AVE
PUEBLO, CO 81004-2003

FILE COPY
NON-NEGOTIABLE

A-1 BARRICADE & SIGN, INC.

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

RENTED TO	JOB LOCATION	TICKET #
CITY OF PUEBLO PUBLIC WORKS ATTN: ENGINEERING 211 E. D ST PUEBLO CO 81003	SIDEWALK CLOSURE 7TH & ALBANY SIDEWALK CLOSURE PUEBLO CO	Con# 133634 Loc 200

DL/ID #	DOBth	MISC	PHONE		DATE	TIME
AR 9393			W (719) 553-2295	OUT	10/01/22	7:00 AM CT
			F (719) 553-2294			
ID#3	PO/JOB #	RECEIVED BY				
	CHUCK			RETURNED	10/31/22	5:00 PM TIB

FINAL

QTY	ITEM#	MIN	HOURLY	OVNITE	8-HOUR	DAY	WEEK	4 WEEK	EXT AMT	NET AMT
8	BADN-0000	DRUM CHANNEL DEVICE N/L							744.00	744.00
	$3.00/D					3.00				
2	T1SN-0000	BARR.T-1 SDWK CL NL							248.00	248.00
	$4.00/D					4.00				

Rental Text : PREVIOUS MONTH BILLING, CON#133557
END OF MONTH BILLING, BARRICADES STILL OUT

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

APPROVED TO PAY.

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

Okay to pay P.O.# 22003233
Acct. #
Proj. #
Auth. By:
Date: 11/3/22

RENT	992.00
SALES	0.00
OTHER	0.00
DW/FEES	89.28
SMM TAX	0.00
SALES TAX	0.00
USE TAX	0.00
TOTAL DUE	1081.28
AMT BILLED	1081.28

City of Pueblo - Pueblo, CO 81002		PAGE: 1 OF 1	CHECK NUMBER: 00386356
INVOICE DATE	**INVOICE NUMBER**	**DESCRIPTION**	**INVOICE AMOUNT**
10/31/2022	133634	7TH & Albany Sidewalk Closure for Demo PO #: 22003233 - PW-Engineering GL#:401-00-0000-00-58050- $1,081.28	$1,081.28

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
1123	A-1 BARRICADE & SIGN, INC.	386356	11/17/2022	$1,081.28

City of Pueblo, a Municipal Corporation
Department of Finance
P.O. Box 1427
Pueblo, CO 81002-1427

Vendor Number	Check Date	Check Number
1123	11/17/2022	386356

$1,081.28

Pay *One Thousand Eighty-one Dollars and 28 Cents*

To the Order Of
A-1 BARRICADE & SIGN, INC.
201 COLORADO AVE
PUEBLO, CO 81004-2003

FILE COPY
NON-NEGOTIABLE

A-1 BARRICADE & SIGN, INC.

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

RENTED TO	JOB LOCATION	TICKET #
CITY OF PUEBLO PUBLIC WORKS ATTN: ENGINEERING 211 E. D ST PUEBLO CO 81003	SIDEWALK CLOSURE 7TH & ALBANY SIDEWALK CLOSURE PUEBLO CO	Con# 133922 Loc 200

DL/ID #	DOBth	MISC	PHONE		DATE	TIME
AR 9393			W (719) 553-2295 F (719) 553-2294	OUT	01/01/23	7:00 AM TIB
ID#3	PO/JOB #	RECEIVED BY				
	CHUCK			RETURNED	01/31/23	5:00 PM TIB

FINAL

QTY	ITEM#	MIN	HOURLY	OVNITE	8-HOUR	DAY	WEEK	4 WEEK	EXT AMT	NET AMT
8	BADN-0000	DRUM CHANNEL DEVICE N/L				3.00			744.00	744.00
	$3.00/D									
2	T1SN-0000	BARR.T-1 SDWK CL NL				4.00			248.00	248.00
	$4.00/D									

Rental Text : PREVIOUS MONTH BILLING, CON#133832
END OF THE MONTH BILLING, BARRICADES STILL OUT

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

Pay P.O.# 2300456 CT1901
2/2/23

APPROVED TO PAY.
CRy 2/2/2023

PAY SAME ACCOUNT AS LAST MONTH.

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

RENT	992.00
SALES	0.00
OTHER	0.00
DW/FEES	89.28
SMM TAX	0.00
SALES TAX	0.00
USE TAX	0.00
TOTAL DUE	1081.28
AMT BILLED	1081.28

WWW.A1BARRICADEANDSIGN.COM >OFFICE@A1BARRICADEANDSIGN.COM
WE ARE NOW A CERTIFIED UDBE/MINORITY OWNED COMPANY #6100
"AN EQUAL OPPORTUNITY EMPLOYER"

01/31/23 08:22:26

REQ 607

City of Pueblo - Pueblo, CO 81002		PAGE: 1 OF 1	CHECK NUMBER: 00388103
INVOICE DATE	**INVOICE NUMBER**	**DESCRIPTION**	**INVOICE AMOUNT**
01/31/2023	133922	BARRICADES FOR 7TH & ALBANY SIDEWALK CLOSURE PO #: 23000656 - PW-Engineering GL#:401-00-0000-00-58050- $1,081.28	$1,081.28

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
1123	A-1 BARRICADE & SIGN, INC.	388103	02/09/2023	$1,081.28

City of Pueblo, a Municipal Corporation
Department of Finance
P.O. Box 1427
Pueblo, CO 81002-1427

Vendor Number	Check Date	Check Number
1123	02/09/2023	388103

$1,081.28

Pay *One Thousand Eighty-one Dollars and 28 Cents*

To the Order Of
A-1 BARRICADE & SIGN, INC.
201 COLORADO AVE
PUEBLO, CO 81004-2003

FILE COPY
NON-NEGOTIABLE

A-1 BARRICADE & SIGN, INC.

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

RENTED TO	JOB LOCATION	TICKET #
CITY OF PUEBLO PUBLIC WORKS ATTN: ENGINEERING 211 E. D ST PUEBLO CO 81003	SIDEWALK CLOSURE 7TH & ALBANY SIDEWALK CLOSURE PUEBLO CO	Con# 134013 Loc 200

DL/ID #	DOBth	MISC	PHONE		DATE	TIME
AR 9393			W (719) 553-2295 F (719) 553-2294	OUT	02/01/23	7:00 AM TIB
ID#3	PO/JOB #	RECEIVED BY				
	CHUCK			RETURNED	02/28/23	5:00 PM CT

FINAL

QTY	ITEM#	MIN	HOURLY	OVNITE	8-HOUR	DAY	WEEK	4 WEEK	EXT AMT	NET AMT
8	BADN-0000					3.00			672.00	672.00
	$3.00/D									
2	T1SN-0000					4.00			224.00	224.00
	$4.00/D									

Rental Text : PREVIOUS MONTH BILLING, CON#133922
END OF THE MONTH BILLING, BARRICADES ARE STILL OUT

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

Okay to pay P.O.# 23000933
Acct. # CI 1901
Proj. #
Auth. By:
Date: 3/2/23

APPROVED.

3/2/2023

PAY SAME ACCOUNT.

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

RENT	896.00
SALES	0.00
OTHER	0.00
DW/FEES	80.64
SMM TAX	0.00
SALES TAX	0.00
USE TAX	0.00
TOTAL DUE	976.64
AMT BILLED	976.64

WWW.A1BARRICADEANDSIGN.COM >OFFICE@A1BARRICADEANDSIGN.COM
WE ARE NOW A CERTIFIED UDBE/MINORITY OWNED COMPANY #6100
"AN EQUAL OPPORTUNITY EMPLOYER"

02/28/23 07:28:41

Rec'd 3/2

City of Pueblo - Pueblo, CO 81002		PAGE: 1 OF 1	CHECK NUMBER: 00388913
INVOICE DATE	**INVOICE NUMBER**	**DESCRIPTION**	**INVOICE AMOUNT**
02/28/2023	134044	Sidewalk Replacement Summit & Orman Street Closure PO #: 23000932 - PW-Engineering GL#:401-00-0000-00-57940- $1,459.82	$1,459.82
02/28/2023	134013	7th & Albany Sidewalk Closure for Demolition PO #: 23000933 - PW-Engineering GL#:401-00-0000-00-58050- $976.64	$976.64

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
1123	A-1 BARRICADE & SIGN, INC.	388913	03/14/2023	$2,436.46

City of Pueblo, a Municipal Corporation
Department of Finance
P.O. Box 1427
Pueblo, CO 81002-1427

Vendor Number	Check Date	Check Number
1123	03/14/2023	388913

$2,436.46

Pay *Two Thousand Four Hundred Thirty-six Dollars and 46 Cents*

To the Order Of
A-1 BARRICADE & SIGN, INC.
201 COLORADO AVE
PUEBLO, CO 81004-2003

FILE COPY
NON-NEGOTIABLE

A-1 BARRICADE & SIGN, INC.

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

RENTED TO	JOB LOCATION	TICKET #
CITY OF PUEBLO PUBLIC WORKS ATTN: ENGINEERING 211 E. D ST PUEBLO CO 81003	SIDEWALK CLOSURE 7TH & ALBANY SIDEWALK CLOSURE PUEBLO CO	Con# 134104 Loc 200

DL/ID #	DOBth	MISC	PHONE		DATE	TIME
AR 9393			W (719) 553-2295 F (719) 553-2294	OUT	03/01/23	7:00 AM CT
ID#3	PO/JOB #	RECEIVED BY				
	CHUCK			RETURNED	03/31/23	5:00 PM CT

FINAL

QTY	ITEM#	MIN	HOURLY	OVNITE	8-HOUR	DAY	WEEK	4 WEEK	EXT AMT	NET AMT
8	BADN-0000 $3.00/D	DRUM CHANNEL DEVICE N/L				3.00			744.00	744.00
2	T1SN-0000 $4.00/D	BARR.T-1 SDWK CL NL				4.00			248.00	248.00

Rental Text : PREVIOUS MONTH BILLING, CON#134013
END OF THE MONTH BILLING, BARRICADES ARE STILL OUT

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

Okay to pay P.O.# 23001377
Acct. # CI 1901
Auth. By
Date 4/5/23

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

APPROVED TO PAY, Chris 4/4/23

RENT	992.00
SALES	0.00
OTHER	0.00
DW/FEES	89.28
SMM TAX	0.00
SALES TAX	0.00
USE TAX	0.00
TOTAL DUE	1081.28
AMT BILLED	1081.28

City of Pueblo - Pueblo, CO 81002		PAGE: 1 OF 1	CHECK NUMBER: 00389926
INVOICE DATE	**INVOICE NUMBER**	**DESCRIPTION**	**INVOICE AMOUNT**
03/31/2023	134104	Sidewalk Closure 7th & Albany Barricades PO #: 23001377 - PW-Engineering GL#:401-00-0000-00-58050- $1,081.28	$1,081.28

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
1123	A-1 BARRICADE & SIGN, INC.	389926	04/20/2023	$1,081.28

City of Pueblo, a Municipal Corporation
Department of Finance
P.O. Box 1427
Pueblo, CO 81002-1427

Vendor Number	Check Date	Check Number
1123	04/20/2023	389926

$1,081.28

Pay *One Thousand Eighty-one Dollars and 28 Cents*

To the Order Of
A-1 BARRICADE & SIGN, INC.
201 COLORADO AVE
PUEBLO, CO 81004-2003

FILE COPY
NON-NEGOTIABLE

A-1 BARRICADE & SIGN, INC.

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

RENTED TO	JOB LOCATION	TICKET #
CITY OF PUEBLO PUBLIC WORKS ATTN: ENGINEERING 211 E. D ST PUEBLO CO 81003	SIDEWALK CLOSURE 7TH & ALBANY SIDEWALK CLOSURE PUEBLO CO	Con# 134210 Loc 200

DL/ID #	DOBth	MISC	PHONE		DATE	TIME
AR 9393			W (719) 553-2295 F (719) 553-2294	OUT	04/01/23	7:00 AM CT
ID#3	PO/JOB #	RECEIVED BY				
	CHUCK			RETURNED	04/30/23	5:00 PM CT

FINAL

QTY	ITEM#	MIN	HOURLY	OVNITE	8-HOUR	DAY	WEEK	4 WEEK	EXT AMT	NET AMT
8	BADN-0000								720.00	720.00
	$3.00/D					3.00				
2	T1SN-0000								240.00	240.00
	$4.00/D					4.00				

Rental Text : PREVIOUS MONTH BILLING, CON#134104
END OF THE MONTH BILLING, BARRICADES ARE STILL OUT

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

APPROVED.
5/4/23

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

RENT	960.00
SALES	0.00
OTHER	0.00
DW/FEES	86.40
SMM TAX	0.00
SALES TAX	0.00
USE TAX	0.00
TOTAL DUE	1046.40
AMT BILLED	1046.40

Okay to pay P.O.#
Acct # CI 1901
Proj.# 40100000 • 58250
Auth. By:
Date:

WWW.A1BARRICADEANDSIGN.COM >OFFICE@A1BARRICADEANDSIGN.COM
WE ARE NOW A CERTIFIED UDBE/MINORITY OWNED COMPANY #6100
"AN EQUAL OPPORTUNITY EMPLOYER"

04/28/23 08:55:16

Reg. 1405

City of Pueblo - Pueblo, CO 81002		PAGE: 1 OF 1	CHECK NUMBER: 00390622
INVOICE DATE	**INVOICE NUMBER**	**DESCRIPTION**	**INVOICE AMOUNT**
05/04/2023	134343	Traffic Cones, Lane Markers, and Barricades rent PO #: 23001574 - Parks-Park Areas North GL#:101-60-6030-40-54401- $368.38	$368.38
04/30/2023	134210	134210 - SIDEWALK CLOSURE 7TH & ALBANY TRAFF PO #: 23001642 - PW-Engineering GL#:401-00-0000-00-58050- $1,046.40	$1,046.40

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
1123	A-1 BARRICADE & SIGN, INC.	390622	05/18/2023	$1,414.78

City of Pueblo, a Municipal Corporation
Department of Finance
P.O. Box 1427
Pueblo, CO 81002-1427

Vendor Number	Check Date	Check Number
1123	05/18/2023	390622

$1,414.78

Pay *One Thousand Four Hundred Fourteen Dollars and 78 Cents*

To the Order Of
A-1 BARRICADE & SIGN, INC.
201 COLORADO AVE
PUEBLO, CO 81004-2003

FILE COPY
NON-NEGOTIABLE

A-1 BARRICADE & SIGN, INC.

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

RENTED TO	JOB LOCATION	TICKET #
CITY OF PUEBLO PUBLIC WORKS ATTN: ENGINEERING 211 E. D ST PUEBLO CO 81003	SIDEWALK CLOSURE 7TH & ALBANY SIDEWALK CLOSURE PUEBLO CO	Con# 134321 Loc 200

DL/ID #	DOBth	MISC	PHONE		DATE	TIME
AR 9393			W (719) 553-2295 F (719) 553-2294	OUT	05/01/23	7:00 AM CT
ID#3	**PO/JOB #**	**RECEIVED BY**				
	CHUCK			RETURNED	05/31/23	5:00 PM CT

FINAL

QTY	ITEM#	MIN	HOURLY	OVNITE	8-HOUR	DAY	WEEK	4 WEEK	EXT AMT	NET AMT
8	BADN-0000	DRUM CHANNEL DEVICE N/L							744.00	744.00
	$3.00/D					3.00				
2	T1SN-0000	BARR.T-1 SDWK CL NL							248.00	248.00
	$4.00/D					4.00				

Rental Text : PREVIOUS MONTH BILLING, CON#134210
END OF THE MONTH BILLING, BARRICADES ARE STILL OUT

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

APPROVED TO PAY.
6/5/23
USE PREVIOUS FUNDS SOURCE.

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

Okay to pay P.O.# 23001955
Acct. # [illegible]
Proj. # CE1901
Auth. By: [signature]
Date: 6/8/23

RENT	992.00
SALES	0.00
OTHER	0.00
DW/FEES	89.28
SMM TAX	0.00
SALES TAX	0.00
USE TAX	0.00
TOTAL DUE	1081.28
AMT BILLED	1081.28

City of Pueblo - Pueblo, CO 81002		PAGE: 1 OF 1	CHECK NUMBER: 00391375
INVOICE DATE	**INVOICE NUMBER**	**DESCRIPTION**	**INVOICE AMOUNT**
05/31/2023	134321	SIDEWALK CLOSURE 7TH & ALBANY FOR DEMOLITION PO #: 23001955 - PW-Engineering GL#:401-00-0000-00-58050- $1,081.28	$1,081.28
05/31/2023	134370	Trail Closure Jerry Murphy & Hwy 47 PO #: 23001925 - PW-Engineering GL#:101-40-4010-30-53003- $673.60	$673.60
06/08/2023	134481	Traffic Cones and road work sign rental PO #: 23001968 - Parks-Park Areas North GL#:101-60-6030-40-54401- $350.94	$350.94

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
1123	A-1 BARRICADE & SIGN, INC.	391375	06/22/2023	$2,105.82

City of Pueblo, a Municipal Corporation
Department of Finance
P.O. Box 1427
Pueblo, CO 81002-1427

Vendor Number	Check Date	Check Number
1123	06/22/2023	391375

$2,105.82

Pay *Two Thousand One Hundred Five Dollars and 82 Cents*

To the Order Of
A-1 BARRICADE & SIGN, INC.
201 COLORADO AVE
PUEBLO, CO 81004-2003

FILE COPY
NON-NEGOTIABLE

A-1 BARRICADE & SIGN, INC.

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

RENTED TO	JOB LOCATION	TICKET #
CITY OF PUEBLO PUBLIC WORKS ATTN: ENGINEERING 211 E. D ST PUEBLO CO 81003	SIDEWALK CLOSURE 7TH & ALBANY SIDEWALK CLOSURE PUEBLO CO	Con# 134458 Loc 200

DL/ID #	DOBth	MISC	PHONE		DATE	TIME
AR 9393			W (719) 553-2295 F (719) 553-2294	OUT	06/01/23	7:00 AM CT
ID#3	PO/JOB #	RECEIVED BY				
	CHUCK			RETURNED	06/30/23	5:00 PM CT

FINAL

QTY	ITEM#	MIN	HOURLY	OVNITE	8-HOUR	DAY	WEEK	4 WEEK	EXT AMT	NET AMT
8	BADN-0000								720.00	720.00
	$3.00/D					3.00				
2	T1SN-0000								240.00	240.00
	$4.00/D					4.00				

Rental Text : PREVIOUS MONTH BILLING, CON#134321
END OF THE MONTH BILLING, BARRICADES ARE STILL OUT

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

BILL TO: ~~CHART~~

APPROVED TO PAY.

Chris, P.E.

~~USE PREVIOUS ACCT.~~ 7/14/23

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

Okay to pay P.O.# 23002317
Acct. #
Proj. #
Auth. By:
Date: 7/17/23

RENT	960.00
SALES	0.00
OTHER	0.00
DW/FEES	86.40
SMM TAX	0.00
SALES TAX	0.00
USE TAX	0.00
TOTAL DUE	1046.40
AMT BILLED	1046.40

WWW.A1BARRICADEANDSIGN.COM >OFFICE@A1BARRICADEANDSIGN.COM
WE ARE NOW A CERTIFIED UDBE/MINORITY OWNED COMPANY #6100
"AN EQUAL OPPORTUNITY EMPLOYER"

06/30/23 08:32:31

Rec'd 1453

City of Pueblo - Pueblo, CO 81002		PAGE: 1 OF 1	CHECK NUMBER: 00392397
INVOICE DATE	**INVOICE NUMBER**	**DESCRIPTION**	**INVOICE AMOUNT**
07/18/2023	134589	Barricades for Trail Closure Jerry Murphy & Hwy 47 PO #: 23002319 - PW-Engineering GL#:101-40-4010-30-53003- $712.84	$712.84
06/30/2023	134458	Barricades Sidewalk Closure 7th & Albany Demo PO #: 23002317 - PW-Engineering GL#:401-00-0000-00-58050- $1,046.40	$1,046.40

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
1123	A-1 BARRICADE & SIGN, INC.	392397	08/03/2023	$1,759.24

City of Pueblo, a Municipal Corporation
Department of Finance
P.O. Box 1427
Pueblo, CO 81002-1427

Vendor Number	Check Date	Check Number
1123	08/03/2023	392397

$1,759.24

Pay *One Thousand Seven Hundred Fifty-nine Dollars and 24 Cents*

To the Order Of
A-1 BARRICADE & SIGN, INC.
201 COLORADO AVE
PUEBLO, CO 81004-2003

FILE COPY
NON-NEGOTIABLE

A-1 BARRICADE & SIGN, INC.

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

RECEIVED
SEP 05 2023
BY:

RENTED TO	JOB LOCATION	TICKET #
CITY OF PUEBLO PUBLIC WORKS ATTN: ENGINEERING 211 E. D ST PUEBLO CO 81003	SIDEWALK CLOSURE 7TH & ALBANY SIDEWALK CLOSURE PUEBLO CO	Con# 134590 Loc 200

DL/ID #	DOBth	MISC	PHONE		DATE	TIME
AR 9393			W (719) 553-2295 F (719) 553-2294	OUT	07/01/23	7:00 AM CT
ID#3	PO/JOB #	RECEIVED BY				
	CHUCK			RETURNED	07/31/23	5:00 PM

FINAL

QTY	ITEM#	MIN	HOURLY	OVNITE	8-HOUR	DAY	WEEK	4 WEEK	EXT AMT	NET AMT
8	BADN-0000								744.00	744.00
2	T1SN-0000								248.00	248.00

Rental Text : PREVIOUS MONTH BILLING, CON#134458
End of the month billing, barricades are still out.

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

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

Okay to pay P.O.#_____
Acct. #_____
Proj. #_____
Auth. By:_____
Date:_____

RENT	992.00
SALES	0.00
OTHER	0.00
DW/FEES	89.28
SMM TAX	0.00
SALES TAX	0.00
USE TAX	0.00
TOTAL DUE	1081.28
AMT BILLED	1081.28

WWW.A1BARRICADEANDSIGN.COM >OFFICE@A1BARRICADEANDSIGN.COM
WE ARE NOW A CERTIFIED UDBE/MINORITY OWNED COMPANY #6100
"AN EQUAL OPPORTUNITY EMPLOYER"

09/06/23 11:21:42

City of Pueblo - Pueblo, CO 81002		PAGE: 1 OF 1	CHECK NUMBER: 00393524
INVOICE DATE	**INVOICE NUMBER**	**DESCRIPTION**	**INVOICE AMOUNT**
07/31/2023	134590	125 W 7TH ST/ALBANY DEMO JULY PO #: 23002821 - Housing GL#:250-14-1400-00-58050- $1,081.28	$1,081.28

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
1123	A-1 BARRICADE & SIGN, INC.	393524	09/19/2023	$1,081.28

City of Pueblo, a Municipal Corporation
Department of Finance
P.O. Box 1427
Pueblo, CO 81002-1427

Vendor Number	Check Date	Check Number
1123	09/19/2023	393524

$1,081.28

Pay *One Thousand Eighty-one Dollars and 28 Cents*

To the Order Of
A-1 BARRICADE & SIGN, INC.
201 COLORADO AVE
PUEBLO, CO 81004-2003

FILE COPY
NON-NEGOTIABLE

Batch 721

A-1 BARRICADE & SIGN, INC.

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

RECEIVED
SEP 05 2023
BY:

125 W. 7th St
Albany Demo
PO# 23002849

RENTED TO	JOB LOCATION	TICKET #
CITY OF PUEBLO PUBLIC WORKS ATTN: ENGINEERING 211 E. D ST PUEBLO CO 81003	SIDEWALK CLOSURE 7TH & ALBANY SIDEWALK CLOSURE PUEBLO CO	Con# 134692 Loc 200

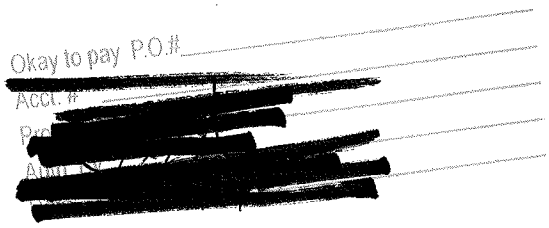
DL/ID #	DOBth	MISC	PHONE		DATE	TIME
AR 9393			W (719) 553-2295 F (719) 553-2294	OUT	08/01/23	7:00 AM TM
ID#3	PO/JOB #	RECEIVED BY				
	CHUCK			RETURNED	08/31/23	5:00 PM CT

FINAL

QTY	ITEM#	MIN	HOURLY	OVNITE	8-HOUR	DAY	WEEK	4 WEEK	EXT AMT	NET AMT
8	BADN-0000					3.00			744.00	744.00
	$3.00/D									
2	T1SN-0000					4.00			248.00	248.00
	$4.00/D									

Rental Text : END OF THE MONTH BILLING, BARRICADES ARE STILL OUT

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



APPROVED TO PAY.
SEND TO BRYAN GALLAGHER.
CLG
9/12/23

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

APPROVED
RG
9-14-23
CD1911
IDIS 3315

RENT	992.00
SALES	0.00
OTHER	0.00
DW/FEES	89.28
SMM TAX	0.00
SALES TAX	0.00
USE TAX	0.00
TOTAL DUE	1081.28
AMT BILLED	1081.28

City of Pueblo - Pueblo, CO 81002		PAGE: 1 OF 1	CHECK NUMBER: 00394018
INVOICE DATE	**INVOICE NUMBER**	**DESCRIPTION**	**INVOICE AMOUNT**
08/31/2023	134692	125 W. 7TH ST/ ALBANY DEMO/AUG	$1,081.28
		PO #: 23002849 - Housing	
		GL#:250-14-1400-00-58050- $1,081.28	

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
1123	A-1 BARRICADE & SIGN, INC.	394018	10/10/2023	$1,081.28

City of Pueblo, a Municipal Corporation
Department of Finance
P.O. Box 1427
Pueblo, CO 81002-1427

Vendor Number	Check Date	Check Number
1123	10/10/2023	394018

$1,081.28

Pay *One Thousand Eighty-one Dollars and 28 Cents*

To the Order Of
A-1 BARRICADE & SIGN, INC.
201 COLORADO AVE
PUEBLO, CO 81004-2003

FILE COPY
NON-NEGOTIABLE

Batch 1004

A-1 BARRICADE & SIGN, INC.

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

RECEIVED
OCT 0 2 2023
BY:

125 W. 7th St.
Albany Demo
PO# 2300284-9

RENTED TO	JOB LOCATION	TICKET #
CITY OF PUEBLO PUBLIC WORKS ATTN: ENGINEERING 211 E. D ST PUEBLO CO 81003	SIDEWALK CLOSURE 7TH & ALBANY SIDEWALK CLOSURE PUEBLO CO	Con# 134841 Loc 200

DL/ID #	DOBth	MISC	PHONE		DATE	TIME
AR 9393			W (719) 553-2295 F (719) 553-2294	OUT	09/01/23	7:00 AM CT
ID#3	PO/JOB #	RECEIVED BY				
	CHUCK			RETURNED	09/30/23	5:00 PM CT

FINAL

QTY	ITEM#	MIN	HOURLY	OVNITE	8-HOUR	DAY	WEEK	4 WEEK	EXT AMT	NET AMT
8	BADN-0000								720.00	720.00
	$3.00/D					3.00				
2	T1SN-0000								240.00	240.00
	$4.00/D					4.00				

Rental Text : PREVIOUS MONTH BILLING, CON#134692
END OF THE MONTH BILLING, BARRICADES ARE STILL OUT

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

Approved to pay.
Send to Housing.
Chy.

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

RENT	960.00
SALES	0.00
OTHER	0.00
DW/FEES	86.40
SMM TAX	0.00
SALES TAX	0.00
USE TAX	0.00
TOTAL DUE	1046.40
AMT BILLED	1046.40

Okay to pay P.O.#_____
Acct.# _____
Proj.# _____
Auth. By:_____
Date:_____

City of Pueblo - Pueblo, CO 81002		PAGE: 1 OF 1	CHECK NUMBER: 00394524
INVOICE DATE	**INVOICE NUMBER**	**DESCRIPTION**	**INVOICE AMOUNT**
09/30/2023	134841	125 W 7TH ST/ALBANY DEMO/SEPT PO #: 23003126 - Housing GL#:250-14-1400-00-58050- $1,046.40	$1,046.40
10/16/2023	135024	BLANKET PO 2023, Traffic Cones, Barricades PO #: 23000167 - PD-Support Services GL#:101-20-2020-20-54401- $1,804.92	$1,804.92

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
1123	A-1 BARRICADE & SIGN, INC.	394524	10/31/2023	$2,851.32

City of Pueblo, a Municipal Corporation
Department of Finance
P.O. Box 1427
Pueblo, CO 81002-1427

Vendor Number	Check Date	Check Number
1123	10/31/2023	394524

$2,851.32

Pay *Two Thousand Eight Hundred Fifty-one Dollars and 32 Cents*

To the Order Of
A-1 BARRICADE & SIGN, INC.
201 COLORADO AVE
PUEBLO, CO 81004-2003

FILE COPY
NON-NEGOTIABLE

Batch 1331

A-1 BARRICADE & SIGN, INC.

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

RECEIVED
NOV 03 2023
BY:

125 W. 7th
Albany Demo
PO# 23003326

RENTED TO	JOB LOCATION	TICKET #
CITY OF PUEBLO PUBLIC WORKS ATTN: ENGINEERING 211 E. D ST PUEBLO CO 81003	SIDEWALK CLOSURE 7TH & ALBANY SIDEWALK CLOSURE PUEBLO CO	Con# 134962 Loc 200

DL/ID #	DOBth	MISC	PHONE		DATE	TIME
AR 9393			W (719) 553-2295 F (719) 553-2294	OUT	10/01/23	7:00 AM CT
ID#3	PO/JOB #	RECEIVED BY				
	CHUCK			RETURNED	10/31/23	5:00 PM CT

FINAL

QTY	ITEM#	MIN	HOURLY	OVNITE	8-HOUR	DAY	WEEK	4 WEEK	EXT AMT	NET AMT
8	BADN-0000					3.00			744.00	744.00
	$3.00/D									
2	T1SN-0000					4.00			248.00	248.00
	$4.00/D									

Rental Text : PREVIOUS MONTH BILLING, CON#134841
END OF THE MONTH BILLING, BARRICADES ARE STILL OUT

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

APPROVED.
SEND TO BRIAN GALLAGHER.
CR 11/3/2023
APPROVED
RG
11-7-23
CD1911/3315

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

RENT	992.00
SALES	0.00
OTHER	0.00
DW/FEES	89.28
SMM TAX	0.00
SALES TAX	0.00
USE TAX	0.00
TOTAL DUE	1081.28
AMT BILLED	1081.28

City of Pueblo - Pueblo, CO 81002		PAGE: 1 OF 1	CHECK NUMBER: 00395070
INVOICE DATE	**INVOICE NUMBER**	**DESCRIPTION**	**INVOICE AMOUNT**
10/31/2023	134962	125 W 7TH/ALBANY DEMO PO #: 23003326 - Housing GL#:250-14-1400-00-58050- $1,081.28	$1,081.28

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
1123	A-1 BARRICADE & SIGN, INC.	395070	11/21/2023	$1,081.28

City of Pueblo, a Municipal Corporation
Department of Finance
P.O. Box 1427
Pueblo, CO 81002-1427

Vendor Number	Check Date	Check Number
1123	11/21/2023	395070

$1,081.28

Pay *One Thousand Eighty-one Dollars and 28 Cents*

To the Order Of
A-1 BARRICADE & SIGN, INC.
201 COLORADO AVE
PUEBLO, CO 81004-2003

FILE COPY
NON-NEGOTIABLE

Batch 18608

A-1 BARRICADE & SIGN, INC.

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

PO#23003545

RENTED TO	JOB LOCATION	TICKET #
CITY OF PUEBLO PUBLIC WORKS ATTN: ENGINEERING 211 E. D ST PUEBLO CO 81003	SIDEWALK CLOSURE 7TH & ALBANY SIDEWALK CLOSURE PUEBLO CO	Con# 135118 Loc 200

DL/ID #	DOBth	MISC	PHONE		DATE	TIME
AR 9393			W (719) 553-2295 F (719) 553-2294	OUT	11/01/23	7:00 AM CT
ID#3	PO/JOB #	RECEIVED BY				
	CHUCK			RETURNED	11/30/23	5:00 PM CT

FINAL

QTY	ITEM#	MIN	HOURLY	OVNITE	8-HOUR	DAY	WEEK	4 WEEK	EXT AMT	NET AMT
8	BADN-0000	DRUM CHANNEL DEVICE N/L							720.00	720.00
	$3.00/D					3.00				
2	T1SN-0000	BARR.T-1 SDWK CL NL							240.00	240.00
	$4.00/D					4.00				

Rental Text : PREVIOUS MONTH BILLING, CON#134962
END OF THE MONTH BILLING, BARRICADES ARE STILL OUT

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

Approved to pay.
CR 12/4/23

Send to Housing.

Proj. # 23142
Approved
BG
12-7-23
CO1911
3315

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

RENT	960.00
SALES	0.00
OTHER	0.00
DW/FEES	86.40
SMM TAX	0.00
SALES TAX	0.00
USE TAX	0.00
TOTAL DUE	1046.40
AMT BILLED	1046.40

City of Pueblo - Pueblo, CO 81002		PAGE: 1 OF 1	CHECK NUMBER: 00395916
INVOICE DATE	**INVOICE NUMBER**	**DESCRIPTION**	**INVOICE AMOUNT**
11/30/2023	135118	125 W 7TH/ALBANY DEMO	$1,046.40
		PO #: 23003545 - Housing	
		GL#:250-14-1400-00-58050- $1,046.40	

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
1123	A-1 BARRICADE & SIGN, INC.	395916	01/03/2024	$1,046.40

City of Pueblo, a Municipal Corporation
Department of Finance
P.O. Box 1427
Pueblo, CO 81002-1427

Vendor Number	Check Date	Check Number
1123	01/03/2024	395916

$1,046.40

Pay *One Thousand Forty-six Dollars and 40 Cents*

To the Order Of
A-1 BARRICADE & SIGN, INC.
201 COLORADO AVE
PUEBLO, CO 81004-2003

FILE COPY
NON-NEGOTIABLE

A-1 BARRICADE & SIGN, INC.

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

RENTED TO	JOB LOCATION	TICKET #
CITY OF PUEBLO PUBLIC WORKS ATTN: ENGINEERING 211 E. D ST PUEBLO CO 81003	SIDEWALK CLOSURE 7TH & ALBANY SIDEWALK CLOSURE PUEBLO CO	Con# 135253 Loc 200

DL/ID #	DOBth	MISC	PHONE		DATE	TIME
AR 9393			W (719) 553-2295 F (719) 553-2294	OUT	12/01/23	7:00 AM CT
ID#3	PO/JOB #	RECEIVED BY				
	CHUCK			RETURNED	12/31/23	5:00 PM CT

FINAL

QTY	ITEM#	MIN	HOURLY	OVNITE	8-HOUR	DAY	WEEK	4 WEEK	EXT AMT	NET AMT
8	BADN-0000 $3.00/D					3.00			744.00	744.00
2	T1SN-0000 $4.00/D					4.00			248.00	248.00

Rental Text : PREVIOUS MONTH BILLING, CON#135118
END OF THE MONTH BILLING, BARRICADES ARE STILL OUT

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

Pay to pay P.O.#
Acct # C11901
Auth By:
Date 1/4/24.

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

RENT	992.00
SALES	0.00
OTHER	0.00
DW/FEES	89.28
SMM TAX	0.00
SALES TAX	0.00
USE TAX	0.00
TOTAL DUE	1081.28
AMT BILLED	1081.28

WWW.A1BARRICADEANDSIGN.COM >OFFICE@A1BARRICADEANDSIGN.COM
WE ARE NOW A CERTIFIED UDBE/MINORITY OWNED COMPANY #6100
"AN EQUAL OPPORTUNITY EMPLOYER"

12/29/23 09:31:59

City of Pueblo - Pueblo, CO 81002		PAGE: 1 OF 1	CHECK NUMBER: 00396075
INVOICE DATE	**INVOICE NUMBER**	**DESCRIPTION**	**INVOICE AMOUNT**
12/31/2023	135253	SIDEWALK CLOSURE 7TH & ALBANY GL#:401-00-0000-00-58050- $1,081.28	$1,081.28

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
1123	A-1 BARRICADE & SIGN, INC.	396075	01/12/2024	$1,081.28

City of Pueblo, a Municipal Corporation
Department of Finance
P.O. Box 1427
Pueblo, CO 81002-1427

Vendor Number	Check Date	Check Number
1123	01/12/2024	396075

$1,081.28

Pay *One Thousand Eighty-one Dollars and 28 Cents*

To the Order Of
A-1 BARRICADE & SIGN, INC.
201 COLORADO AVE
PUEBLO, CO 81004-2003

FILE COPY
NON-NEGOTIABLE

Batch 2732

A-1 BARRICADE & SIGN, INC.

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

RECEIVED
JAN 26 2024
BY:

PO#24000593

RENTED TO	JOB LOCATION	TICKET #
CITY OF PUEBLO PUBLIC WORKS ATTN: ENGINEERING 211 E. D ST PUEBLO CO 81003	SIDEWALK CLOSURE 7TH & ALBANY SIDEWALK CLOSURE PUEBLO CO	Con# 135363 Loc 200

DL/ID #	DOBth	MISC	PHONE		DATE	TIME
AR 9393			W (719) 553-2295 F (719) 553-2294	OUT	01/01/24	7:00 AM CT
ID#3	PO/JOB #	RECEIVED BY				
	CHUCK			RETURNED	01/22/24	7:00 AM VV

FINAL

QTY	ITEM#	MIN	HOURLY	OVNITE	8-HOUR	DAY	WEEK	4 WEEK	EXT AMT	NET AMT
8	BADN-0000								504.00	504.00
	$3.00/D					3.00				
2	T1SN-0000								168.00	168.00
	$4.00/D					4.00				

Rental Text : PREVIOUS MONTH BILLING, CON#135253

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

Approved
CD 1911/3315
1-31-24

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

RENT	672.00
SALES	0.00
OTHER	0.00
DW/FEES	60.48
SMM TAX	0.00
SALES TAX	0.00
USE TAX	0.00
TOTAL DUE	732.48
AMT BILLED	732.48

SEND TO Housing
COBG.

RECEIVED
JAN 30 2024
Housing & Citizen Services

City of Pueblo - Pueblo, CO 81002		PAGE: 1 OF 1	CHECK NUMBER: 00396836
INVOICE DATE	**INVOICE NUMBER**	**DESCRIPTION**	**INVOICE AMOUNT**
01/22/2024	135363	125 W 7TH/ALBANY DEMO PO #: 24000593 - Housing GL#:250-14-1400-00-58050- $732.48	$732.48

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
1123	A-1 BARRICADE & SIGN, INC.	396836	02/15/2024	$732.48

City of Pueblo, a Municipal Corporation
Department of Finance
P.O. Box 1427
Pueblo, CO 81002-1427

Vendor Number	Check Date	Check Number
1123	02/15/2024	396836

$732.48

Pay *Seven Hundred Thirty-two Dollars and 48 Cents*

To the Order Of
A-1 BARRICADE & SIGN, INC.
201 COLORADO AVE
PUEBLO, CO 81004-2003

FILE COPY
NON-NEGOTIABLE

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 24, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Heather Graham, Mayor

SUBJECT: AN ORDINANCE APPROVING AND ENACTING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL NO. 3 COMMENCING JANUARY 1, 2027 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is a proposed Ordinance which would approve and enact the collective bargaining agreement between the City of Pueblo and the International Association of Fire Fighters Local No. 3 ("Union") commencing January 1, 2027. Pursuant to §8-14(l) of the City Charter, any collective bargaining agreement negotiated between the Union and the City shall be reduced to writing, signed by the parties, and enacted by Ordinance.

PREVIOUS COUNCIL ACTION:

Not Applicable.

BACKGROUND:

The current collective bargaining agreement between the City and Union expires on December 31, 2026. Pursuant to the requirements of the City Charter, the City and Union commenced negotiations with respect to a successor contract in July of this year. Through the negotiation process, the parties have negotiated a collective bargaining agreement with respect to a successor contract.

The successor contract contains the following specific substantive changes with respect to the prior contract:

Article 10 – Wages. A zero wage increase for 2027. EMO promotional pay schedule increase from 110% to 113% of Fire Fighter, Captain (Administration) differential pay was converted and increased from a dollar amount ($550) to a percentage (10%).

EMT-I incentive pay was increased from 1% to 1.25% but for all firefighters not just engineers

Article 18. Adjust step up pay from a fixed dollar amount to 7% of the promoted position but not to exceed the promoted position.

Article 22. Subject to annual appropriation, provides for annual purchase of bunker gear at the rate of 20% of firefighters which is City's current practice for such gear which generally has a 5 year life cycle.

Article 24. Health Insurance. Recognize current practice to allow (similar to police) a retiree to retain coverage provided they assume the full cost of premiums. Added a provision providing for payment of annual contribution to the Voluntary Firefighter Cancer Benefit's Program subject to the State continuance of funding such Trust.

Article 28. Sick Leave. Removed all sick leave abuse provisions as properly a management right and to avoid any arguable conflict with HFWA.

Article 29. Union Leave. Union leave available to members of the e-board as opposed to principal officers.

Article 41. New subsection requiring any firefighter who will obtain a paramedic certification to keep and maintain the certification for at least 8 years of employment with the City.

Article 51 – Duration of Agreement. The term of the agreement is for 1 year.

FINANCIAL IMPLICATIONS:

Total cost in the amount of $ 361,267.40 based on the following items:

- $121,073.88 EMO promotional pay schedule increase from 110% to 113%
- $ 20,414.59 Admin Captain differential pay to 10%
- $106,985.00 Incentive Pay of EMT-I to 1.25%
- $112,793.93 Step-Up from a fixed dollar amount to 7%

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

If approved, the requirements of §8-14(l) of Charter require the agreement be enacted

as an Ordinance.

RECOMMENDATION:

City Administration recommends approval of this Ordinance.

ATTACHMENTS:

1. 2027 IAFF Contract

ORDINANCE NO.

AN ORDINANCE APPROVING AND ENACTING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL NO. 3 COMMENCING JANUARY 1, 2027 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, pursuant to the requirement of Section 8-14, City Charter, the corporate authorities of the City of Pueblo and the sole and exclusive bargaining agent of the fire fighters, i.e. the International Association of Fire Fighters Local No. 3, have negotiated a collective bargaining agreement commencing January 1, 2027 (the "Labor Agreement"); and

WHEREAS, the Labor Agreement has been reduced to writing and signed by said parties pursuant to the requirements of Section 8-14(l) of the Charter, City of Pueblo, Colorado; and

WHEREAS, Section 8-14(l) of the Charter of the City of Pueblo, Colorado, further requires that the Labor Agreement be enacted as an Ordinance; NOW THEREFORE,

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

SECTION 1.

The Collective Bargaining Agreement between the City of Pueblo and the International Association of Fire Fighters Local No. 3 commencing January 1, 2027, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and enacted as an Ordinance.

SECTION 2.

The Mayor is authorized to execute the Collective Bargaining Agreement in the name of the City, and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF PUEBLO

AND

INTERNATIONAL ASSOCIATION

OF FIRE FIGHTERS

LOCAL #3

COMMENCING JANUARY 1, 2027

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ARTICLE 58. PARAMEDIC INCENTIVE 75

PREAMBLE

This Agreement is entered into by and between the City of Pueblo, hereinafter referred to as the City, and International Association of Fire Fighters Local #3, hereinafter referred to as the Union. The City and the Union may also hereinafter be referred to severally as a party, and jointly as the parties.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences, which may arise, and to establish proper standards of wages, hours and other conditions of employment.

DEFINITIONS

"Fire Chief"	shall mean the Fire Chief, acting Fire Chief, or the designee of either.
"Mayor"	shall mean the Mayor, Deputy Mayor or the designee of either.
"Director"	shall mean the Director of Personnel or his designee.
"Fire Fighter"	shall mean any member of the classified service of the fire department so defined in sec. 8-14(a)(1) of the City Charter.
"Group A Fire Fighters"	shall mean those Fire Fighters whose normal work schedule consists of 8 hour shifts or parts thereof, unless such firefighters work a flex time schedule approved by the Fire Chief under Article 23.
"Group B Fire Fighters"	shall mean those Fire Fighters whose normal work schedule consists of 24 hour shifts or parts thereof.
"Day"	shall mean calendar day unless otherwise modified or defined herein.
"Modified Duty"	shall mean the assignment of an employee to work with medical restriction of duty either in the employee's regular class or in another class in the fire department during any period in which the fire fighter would otherwise be eligible for injury leave benefits.

Unless otherwise specified herein, words used in this Agreement shall have the same meaning as are given them in Section 6-3-1 of the 1971 Code of Ordinances in effect on April, 1983.

ARTICLE 1. RECOGNITION.

The City recognizes the Union as the sole and exclusive collective bargaining agent for all Fire Fighters.

ARTICLE 2. DUES CHECKOFF AND INDEMNIFICATION.

The City shall deduct on a regular basis dues and fees from the pay of all Fire Fighters who hereafter voluntarily authorize such deduction in writing on a form provided for this purpose by the Union or the City; the form to be as set forth below; the Union will initially notify the City as to the amount of dues, or dues and initiation fees, to be deducted. Such notification will be certified to the City in writing over the signature of the authorized officer or officers of the Union. Changes in the Union membership dues or fees will be similarly certified to the City and shall be done at least one month in advance of the effective date of such change. The City will remit to the Union sums within thirty (30) days after date of deduction.

The Union shall indemnify, defend, and hold harmless the City, and its officers, agents or employees against any and all claims, demands, suits, or other forms of liability that may arise out of, or result from, any action taken by it or them in order to comply with this Article, except negligent acts for which it or they shall be responsible.

PAYROLL DEDUCTION AUTHORIZATION

NAME: _____

DEPARTMENT: _____

EFFECTIVE DATE: _____

I hereby request and authorize the City of Pueblo to deduct from my earnings, once each month, union dues and assessments, as well as any increases in such dues and assessments, as established by the Union. I further request and authorize Local No. 3, IAFF to certify to the City of Pueblo the amount to be deducted as well as any increases in such union dues and assessments. The amount deducted shall be remitted to the Treasurer of Local No. 3, IAFF, the sole and exclusive Collective Bargaining Agent of the Fire Fighters.

I hereby waive all rights in or claims to the amounts so deducted and remitted, and also relieve the City, the Union, and all officers, agents or employees of either, from liability for such amounts.

DATE: _____

SIGNATURE: _____

ARTICLE 3. UNION SECURITY.

Section 1. No Fire Fighter shall be required to become a member of the Union as a condition of his/her employment or continued employment by the City, and there shall be no discrimination against any Fire Fighter on account of his/her membership or non-membership in the Union.

Section 2. It is recognized that all Fire Fighters may or may not join the Union, at the individual's discretion.

Section 3. It is further recognized that the Union, as the exclusive bargaining representative of all Fire Fighters, owes the same duties to all Fire Fighters whether Union members or not, and provides benefits and services to all Fire Fighters whether Union members or not. The Union will be allowed to have up to two (2) hours during the recruit academy to talk with probationary Fire Fighters about Union activities that are mutually beneficial to the City and the community.

ARTICLE 4. DISCRIMINATION.

The City and the Union recognize that they are subject to and this Agreement is subordinate to certain local, state and federal laws prohibiting discrimination based on race, color, religion, sex, national origin, politics, age, handicap, or affiliation or non-affiliation with a labor organization.

ARTICLE 5. PREVAILING RIGHTS.

All ordinances and working conditions in effect on March 1, 1983, pertaining to Fire Fighters, which are not included in this Agreement, shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent.

ARTICLE 6. RIGHTS OF MANAGEMENT.

Section 1. Except as otherwise specifically provided in this Agreement, the City has the sole and exclusive right to exercise all the rights or functions of management, and the exercise of any such rights or function shall not be subject to any grievance procedure, except as to resolution of whether or not a specific matter is a management right. Without limiting the generality of the foregoing, as used herein, the term "Rights of Management" includes:

(a) The determination of Fire Department policy, including the right to manage the affairs of the Fire Department in all respects;

(b) The right to assign working hours, including overtime;

(c) The right to establish, modify or change work schedules, manning of apparatus in the main or reserve fleet, etc.;

(d) The right to assign Fire Fighters to other duties within the Fire Department when their apparatus is out of service;

(e) The right to direct the members of the Fire Department, including the right to hire, promote, or transfer any Fire Fighter within the Fire Department;

(f) The table of organization of the Fire Department, including the right to organize and reorganize the Fire Department in any manner it chooses, including the size of the Fire Department and the determination of job classifications and positions within classes based upon duties assigned.

(g) The determination of the safety, health and property protection measures of the Fire Department;

(h) The allocation and assignment of work to Fire Fighters within the Fire Department;

(I) The determination of policy affecting the selection or training of Fire Fighters;

(j) The scheduling of operations and the determination of the number and duration of hours of assigned duty per week;

(k) The establishment, modification and enforcement of Fire Department rules, regulations, and orders;

(l) The transfer of work from one position to another within the Classified Service of the Fire Department;

(m) The introduction of new, improved or different methods and techniques of operation of the Fire Department or a change in existing methods and techniques;

(n) The placing of service, maintenance or other work with outside contractors or other agencies of the City;

(o) The determination of the number of classes and the number of Fire Fighters within each class;

(p) The determination of the amount of supervision necessary.

Section 2. No discretionary power vested in the City or in the Fire Chief shall be exercised in an arbitrary or capricious manner.

ARTICLE 7. RULES AND REGULATIONS.

All Fire Fighters shall comply with all Fire Department rules and regulations. The Union recognizes that the City has the authority to suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause. Any alleged violations by either the City or Fire Fighter of a departmental rule or regulation shall be subject to the grievance procedure set out in Article 25.

ARTICLE 8. PRODUCTIVITY.

Section 1. The Union and the City recognize that increased productivity will require the continuation of improvements and technological progress through new methods, techniques and equipment which will contribute to improved quality and efficiency of fire protection for the citizens of Pueblo. The Union and the City will act in good faith and with a cooperative attitude to achieve these ends.

ARTICLE 9. OVERTIME PAY.

Section 1. Fire fighters shall be compensated for overtime work at the rate of time and one-half, in wages, when requested to work such overtime by the Chief of the Department. Only such hours as are worked in excess of the prescribed daily work shift shall be so compensated.

Section 2. Any Fire Fighter called back to work prior to the beginning of his next regular shift shall be compensated for a minimum of four (4) hours at the rate of one and one-half (1 ½) his regular rate of pay as provided in Section 1 of this Article. If a Fire Fighter is moved from one shift to another he shall work the first half (day shift) of the shift being moved from the second half (night shift) of the shift he is being moved to.

Section 3. Any overtime or call-back compensation provided for in this Article may, at the discretion of the Fire Fighter, and subject to the requirements of the Fair Labor Standards Act, be taken as time off regularly scheduled work hours at the rates provided in this Article, provided that the time taken off must be approved by the Chief.

Section 4. Fire fighters actually contacted and requested to work overtime during an emergency shall respond to such emergency.

Section 5. Section 1 above rather than Section 2 shall apply to any Fire Fighter required to hold over at the end of a shift for a maximum of two hours for purposes of attendance at meetings, or training sessions.

ARTICLE 10. WAGES.

Section 1. Effective January 1, 2027, the monthly pay rate for each class, grade, step or position of employees in the Fire Fighter classification shall be kept at the 2026 rates set by Ordinance establishing the 2026 pay levels. The monthly pay rate for each position in the promotional classes shall be paid in accordance with the following monthly pay rates (*denotes a 56-hr work week except for Captain (Administration)):

(a) The monthly pay rate for each position in the classification of Engineer* shall be that amount which is equivalent to 107% of the above identified monthly pay rate for Fire Fighter 6th year.

(b) The monthly pay rate for each position in the classification of Emergency Medical Officer* shall be that amount which is equivalent to 113% of the above identified monthly pay rate for Fire Fighter 6th year.

(c) The monthly pay rate for each position in the classification of Fire Inspector shall be that amount which is equivalent to 112% of the above identified monthly pay rate for Fire Fighter 6th year.

(d) The monthly pay rate for each position in the classification of Fire Lieutenant* shall be that amount which is equivalent to 120% of the above identified monthly pay rate for Fire Fighter 6th year.

(e) The monthly pay rate for each position in the classification of Fire Captain* shall be that amount which is equivalent to 130% of the above identified monthly pay rate for Fire Fighter 6th year.

(f) The monthly pay rate for each position in the classification of Assistant Fire Chief* shall be that amount which is equivalent to 150% of the above identified monthly pay rate for Fire Fighter 6th year.

("Promotional Pay Schedule")

Section 2. Captain (Administration) shall constitute an assignment for Captain and shall have assigned duties primarily relating to administrative functions including training and EMS Coordination. Captain (Administration) shall be a Group A Fire Fighter. The monthly base pay of the Captain (Administration) shall be the monthly base pay of Captain in the same grade who is a Group B Fire Fighter plus an additional 10%..

Section 3. All Fire Fighters who possess and maintain an EMT-I certification or higher with the City shall be paid a monthly stipend of 1.25% of their monthly base pay in accordance with the City's usual and customary payroll practices.

Section 4. Fire Fighters assigned to Focus Response Unit (FRU) shall be a Group B Fire Fighter.

Section 5. Each Fire Fighter who has completed a course of study in hazardous materials approved by the Fire Chief, and is a certified Hazmat Technician, and is permanently assigned to the Hazmat Response Team, shall receive an additional $50.00 per month while assigned to the Hazmat Response Team, provided that a maximum of eight (8) fire personnel on each shift will be so compensated. There will be no step up to this position.

Any Fire Fighter assigned to the Hazmat Response Team shall obtain certification at the Hazmat Technician level within one year. Failure to do so will result in transfer by the Chief.

Fire fighters permanently assigned to the Hazmat Response Team effective January 1, 1995, will continue this assignment without the need to re-bid their shift or station.

Section 6. Fire Fighters who are assigned as an Arson Investigator and have the certification of International Association of Arson Investigators Certified Fire Investigator (IAAI-CFI) or National Association of Fire Investigators Certified Fire & Explosion Investigator (NAFI-CFEI) shall receive an additional $100.00 per month.

ARTICLE 11. BASIC RATE OF PAY.

The basic hourly rate of pay equals the annual salary as set forth in Article 10 divided by:

(1) 2920 Hours for Group B Fire Fighters.
(2) 2086 Hours for Group A Fire Fighters.

ARTICLE 12. TUITION REFUND.

Upon recommendation, and after prior approval of the department head and the Mayor, the City of Pueblo may reimburse a permanent, full-time Fire Fighter upon successful completion (grade of C or better) of an approved course or courses in an approved Fire Service related Degree Program or Emergency Medical Services Degree Program. The amount to be reimbursed will not exceed seventy-five percent (75%) of the total cost of tuition, fees, and books. The amount reimbursed shall not exceed two thousand dollars ($2,000.00) per year per person.

ARTICLE 13. MILITARY LEAVE.

Section 1. Any permanent Fire Fighter who presents official orders requiring his attendance for a period of training or active duty as a member of the military service shall be entitled to military leave for a period or periods not to exceed the equivalent of three weeks of work on the Fire Fighter's regular work schedule in any one year and he shall be entitled to full pay from the City for such period. For purposes of this Article, the foregoing provision stating "the equivalent of three weeks of work on the Fire Fighter's regular work schedule" shall have the same meaning as provided in § 28-3-601, C.R.S. Military leave shall be in addition to, and may not be concurrent with, authorized vacation leave. Such Fire Fighter may take one shift of vacation or personal leave either immediately before or immediately after his military leave.

ARTICLE 14. AUTOMOBILE ALLOWANCE.

A Fire Fighter who is required or specifically authorized by the Chief to operate a private automobile in conduct of City business shall be paid mileage at the amount allowed by the Internal Revenue Service for each mile of usage of the personal automobile on City business.

ARTICLE 15. SHIFT EXCHANGE.

Fire fighters shall have the right to exchange shifts when the change does not interfere with the operations of the Fire Department. Operational interference shall be determined by the Chief or his representative. The Chief shall not act in an arbitrary or capricious manner.

Fire fighters shall have the right to exchange banked vacation for shifts worked, in blocks of either 12 or 24 hours, subject to the restrictions set out above, provided that no such exchange results in any Fire Fighter exceeding the maximum banked vacation allowable under Article 20 herein, and provided that no such exchange results in liability for the payment of overtime compensation by the City.

Neither the City of Pueblo nor the Fire Department is responsible for any problems arising out of shift exchanges, including any time not paid back. The firefighter who agreed to work an exchanged shift shall remain responsible for said shift. In case a firefighter who has agreed to work an exchanged shift fails to do so for any reason (including sick leave) that firefighter shall be charged one vacation shift. If the department is required to assign any overtime, one and one half (1 ½) shifts of vacation shall be charged to that firefighter.

ARTICLE 16. FUNERAL LEAVE.

Section 1. In the event of the death of an employee's spouse, spousal equivalent as defined in section 6-3-1 (33.1) of the Pueblo Municipal Code of Ordinances, child, including step-child, parent, including step-parent, brother, sister or grandchild occurs, the employee shall be entitled to paid administrative leave up to ten (10) consecutive calendar days from date of death for funeral leave. Such leave shall not be accrued or subject to any maximum and not charged against other employee leave.

Section 2. In the event of the death of an employee's grandparent, mother-in-law, father-in-law or other relative residing in the same household as the employee, the employee shall be entitled to take leave for ten (10) consecutive calendar days from date of death for funeral leave. Such time off shall be paid and covered by sick leave or other accrued leave, assuming the employee has a sufficient amount of paid leave available.

Section 3.

(a) Each employee shall be entitled to paid leave from duty for twelve (12) hours per year to attend the funeral of a person other than the Officer's immediate family provided the employee has sufficient paid leave available.

(b) In addition, employees may be granted funeral leave not to exceed four hours for attendance at the funeral of a deceased Fire Fighter, provided a working schedule can be arranged by the Fire Chief that does not materially impair the capability of the department to fulfill its duties to the public.

(c) Accrued vacation leave or leave without pay may be granted by the Fire Chief for further funeral purpose.

ARTICLE 17. LONGEVITY PAY.

Fire Fighter Personnel. Commencing with the month following completion of five years of actual continuous service as a full-time Fire Fighter in the Fire Department of the City, each such Fire Fighter shall receive, in addition to all other compensation for full-time services, the amount of Seventy-Five Dollars (75.00) per month; following ten (10) years of such service, One Hundred and Fifty Dollars ($150.00) per month; following fifteen (15) years of service, Two Hundred and Twenty-Five Dollars ($225.00) per month; following twenty (20) years of such service, Three Hundred Dollars ($300.00) per month. In no event shall longevity compensation exceed Three Hundred Dollars ($300.00) per month.

ARTICLE 18. RATE OF PAY FOR WORKING IN HIGHER CLASSIFICATION.

When a Fire Fighter is assigned to and performs the duties of a higher classification for a period of four (4) hours for a Class A Fire Fighter or four (4) hours for a Class B Fire Fighter, or longer, the Fire Fighter will be paid for each hour worked in the higher classification the lesser of either of the two following amounts:

(a) an amount equal to seven percent (7%) of the basic hourly rate of pay of the higher classification; or

(b) the difference between the Fire Fighter's current basic hourly rate of pay and the basic hourly rate of pay of the higher classification.

ARTICLE 19. HOLIDAYS.

Section 1. Group A. Fire fighters shall receive the following days off with full pay:

(a) The first day of January (New Year's Day)
(b) The third Monday in January (Martin Luther King, Jr. Day)
(c) The third Monday in February (President's Day)
(d) The last Monday in May (Memorial Day)
(e) The nineteenth day of June (Juneteenth Day)
(f) The fourth day of July (Independence Day)
(g) The first Monday in September (Labor Day)
(h) The second Monday in October (Columbus Day)
(i) The fourth Thursday in November (Thanksgiving Day)
(j) The day after Thanksgiving
(k) The twenty-fifth day of December (Christmas Day)

For Group A Fire Fighters only, when any holiday listed above falls on Saturday, the preceding Friday shall be observed as the holiday; when the holiday falls on Sunday, the following Monday shall be observed as a holiday. In addition to the above, any day may be designated as a holiday by proclamation of the Council President upon approval of the City Council. Group A Fire Fighters shall receive forty (40) hours of personal leave during each calendar year of employment.

Section 2. Group B Fire Fighters shall receive one hundred and fifty-six (156) hours of personal leave during each calendar year of employment in lieu of holidays.

Section 3. Each employee working for the City on any election day shall be allowed such time off as is necessary to vote. Such time off shall be scheduled by the Chief.

Section 4. Personal Leave.

(a) Personal leave time may be granted, with pay, for any one of the following purposes:

(1) Time lost as a result of illness or injury of the Fire Fighter's immediate family.
(2) To attend to personal business.
(3) Leisure activities.

(b) The City will compensate Group A Fire Fighters for no more than forty (40) hours of unused personal leave time and will compensate Group B Fire Fighters for no more than one hundred and fifty-six (156) hours of unused personal leave time at the Fire Fighter's regular rate of pay.

1. Fire Fighter’s requesting compensation in lieu of personal leave in the final payroll period of the calendar year, are required to submit a written request no later than December 15th of said calendar year.

2. If Fire fighter's wish to receive a payment in lieu of personal leave at some time other than the final pay period of the calendar year, Fire Fighters may submit a written request for such payment, and a Personnel Action Form ("PAF") will be generated to initiate that payment. If the approved written request and PAF are received by the City Finance office prior to the 15th day of any month, payment for such personal leave will be issued on the date of normal payroll distribution for the month in which the request for payment was made. If the approved written request and PAF are received by the City Finance office after the 15th day of any month, payment for such personal leave will be issued in the month following the month in which the request for payment was made and will occur on the normal payroll distribution date. Personal leave time shall not exceed the levels indicated above, nor shall it be accumulated or carried over from one year to the next.

3. Personal leave shall be scheduled and administered under the direction and with the approval of the Fire Chief. In the event of illness, injury or emergency in which personal leave is requested, the Fire Fighter shall notify his supervisor at least one (1) hour prior to scheduled reporting time.

(c) Except in the case of illness, injury or emergency requests for personal leave by any Fire Fighter shall be made at least five (5) days prior to the day the leave is to be taken. All or part of personal leave may be scheduled to be taken at the time vacations are scheduled.

ARTICLE 20. VACATION LEAVE.

Section 1. Group A Fire Fighters hired prior to 1/1/97 shall be allowed vacation leave with full pay at the rate of:

- 12 shifts for one year continuous service with the City of Pueblo;
- 15 shifts for five years continuous service with the City of Pueblo;
- 18 shifts for ten years continuous service with the City of Pueblo;
- 21 shifts for fifteen years continuous service with the City of Pueblo.

Group A Fire Fighters hired on or after 1/1/97 shall be allowed vacation leave with full pay at the rate of:

- 10 shifts for one year continuous service with the City of Pueblo;
- 15 shifts for five years continuous service with the City of Pueblo;
- 18 shifts for ten years continuous service with the City of Pueblo;
- 21 shifts for fifteen years continuous service with the City of Pueblo.

Section 2. Group B Fire Fighters hired prior to 1/1/97 shall be allowed vacation leave with full pay at the rate of:

- 6 shifts for one year continuous service with the City of Pueblo;
- 7 shifts for five years continuous service with the City of Pueblo;
- 8 shifts for ten years continuous service with the City of Pueblo;
-10 shifts for fifteen years continuous service with the City of Pueblo.

Group B Fire Fighters hired on or after 1/1/97 shall be allowed vacation leave with full pay at the rate of:

- 5 shifts for one year continuous service with the City of Pueblo;
- 7 shifts for five years continuous service with the City of Pueblo;
- 8 shifts for ten years continuous service with the City of Pueblo;
-10 shifts for fifteen years continuous service with the City of Pueblo.

Section 3. Vacation leave may be granted in minimum and maximum periods as provided by the Fire Chief, with the approval of the Mayor, provided vacation leave will not be granted in excess of vacation credit earned prior to the starting date of leave.

Section 4. The Fire Fighter with the longest length of service in the Fire Department shall be given the first choice of accrued vacation dates; the next senior Fire Fighter in the Fire Department, the second choice; and the like for succeeding conflicts, if any.

Section 5. If, in the discretion of the Mayor, an emergency exists, a Fire Fighter may be granted the equivalent in money, of vacation leave which such Fire Fighter is entitled for that year.

Section 6. At the termination of service with the Fire Department, for any reason, of any Fire Fighter covered by this Agreement said Fire Fighter shall receive compensation in full at his regular rate of pay for all accumulated vacation allowance due him at the termination of his service, in addition to all accumulated sick leave to which he is entitled according to Article 28. Upon the death of a Fire Fighter covered by this

Agreement, the cash benefits attributable to Fire Fighter's accumulated vacation allowance, and all accumulated sick leave to which he is entitled according to Article 28, shall be paid to the Fire Fighter's surviving spouse, or if there be no surviving spouse then to the Fire Fighter's surviving child or children, or if there be no surviving child or children, then to the Fire Fighter's estate.

Section 7. A Fire Fighter may accrue up to one year of annual vacation. If the Fire Fighter desires he may put all or part of his accrued vacation in bank up to twice his annual vacation ("Maximum Accrual"). If the Fire Fighter meets the Maximum Accrual, the Fire Fighter will not be required to bid the excess vacation but shall be required to schedule it in the same manner banked vacation is scheduled. Any vacation in excess of Maximum Accrual must be used by December 31st of the same year or it will not be allowed and will be lost (use or lose). Banked vacation may be taken at a later date in accord with the following procedure:

(a) Requests shall be made in writing within the thirty (30) day period prior to the shift desired.

(b) Requests shall be considered on a first come first serve basis unless two or more requests are received during the same 24 hour (7:00 a.m. - 7:00 a.m.) period when the senior Fire Fighter shall have priority in this case.

(c) Confirmation by the Chief of the shift requested shall be no less than two (2) shifts before the shift desired.

(d) Seven Fire Fighters shall be allowed off for vacation, personal days or comp time per shift. Additional Fire Fighters allowed off, if any, shall be at the sole discretion of the Chief. All requests to take vacation or personal days shall have precedence over any request to use comp time, provided that if comp time is denied, the firefighter shall be entitled to be paid for such time.

(e) If approved, compensatory time off shall be used in increments of no less than four (4) hours at a time.

ARTICLE 21. APPENDICES AND AMENDMENTS.

All appendices and amendments to this Agreement shall be numbered, dated and signed by both responsible parties and shall be subject to all provisions of this Agreement.

ARTICLE 22. CLOTHING ALLOWANCE.

Section 1. Except for shoes, socks, belts, underwear and sleeping apparel, the City shall furnish all uniforms, protective clothing and protective devices required by the City in the performance of the duties of the Fire Fighters. Each Fire Fighter shall wear approved and appropriate sleeping apparel as required by such departmental regulation or order.

(a) On or before April 1 of each year of this agreement, the City shall provide all Fire Fighters the following uniform items:

- Three (3) t-shirts
- Three (3) pairs of pants
- One (1) job shirt

(b) Upon hiring, the City shall provide the following uniform items:

- One (1) uniform coat
- Two (2) dress shirts

Section 2. A joint labor/management uniform committee (the "Uniform Committee") will meet periodically to review the uniforms, protective clothing and protective devices provided and may recommend alternatives or changes in specific items during the term of this agreement. The City retains the right to approve or not approve the recommendation. The City shall not, however, reduce the fire safety standards of the uniforms, protective clothing and protective devices provided by the City as of August 1, 2012.

Section 3. The City will be responsible for the replacement and repair of all uniforms, protective clothing and protective devices provided by City unless the item is lost or damaged due to the Fire Fighter's neglect. If a Fire Fighter loses or damages an item through neglect, he/she will be required to purchase a replacement item from the City. The City has the authority to determine if and when a replacement of any item of uniform, protective clothing or protective gear is required. With respect to any required replacement, the City shall replace and/or repair such item in a reasonable period of time after receipt of written request from the Fire Fighter. The City will make a good faith effort to replace uniform items within thirty (30) days of receipt of a written request and will make good faith efforts to replace protective clothing and protective devices within ninety (90) days of receipt of a written request. During any period a Fire Fighter is waiting for replacement of protective clothing or a protective device, the City shall provide the Fire Fighter with an adequate temporary protective clothing or protective device.

Section 4. A Fire Fighter leaving the service of the City whether through resignation, retirement, layoff or discharge, is responsible for returning any City property including uniforms, protective clothing or protective gear provided by City. Failure to return City property may result in the delay in issuance of the Fire Fighter's final check and deduction may be made for the value of the property not returned.

Section 5. The City shall pay each Fire Fighter $180.00 per year for the maintenance of the uniforms, on or before the last business day in the month of January in each year of this agreement. Payment may be issued as part of the regular payroll check or by separate check at the discretion of the City.

Section 6. Subject to and condition upon annual appropriation therefore, City will purchase annually the following bunker gear for at least 20% of sworn and probationary Fire Fighters:

- Turnout coats
- Turnout pants
- Pairs of gloves
- Protective hoods

The City shall will make extra sets of bunker gear available for use as “loaner gear”. The designated PPE coordinator in conjunction with the Clothing Committee will coordinate disbursement of such gear. The failure to make such annual appropriation may be subject to grievance under Section 6.2 of this Agreement.

Section 7 Anytime a firefighter is assigned to pregnancy light duty, the city shall purchase the firefighter two (2) navy maternity pants and two (2) navy uniform shirt.

ARTICLE 23. WORK SCHEDULES.

Section 1. Group B Fire Fighters shall work a work schedule consisting of two twenty-four hour shifts and four days off within a repeating six-calendar day period. For purposes of 29 U.S.C. §207(k) and 29 C.F.R. 553.230, the work period shall be twenty-four (24) calendar days. The employee's basic hourly rate of pay shall be 12 x Monthly Base Pay/2920 hours.

Section 2. Group A Fire Fighters shall work their regularly scheduled hours between Monday and Friday between the hours of 7:00 a.m. and 5:00 p.m. The Chief shall have the discretion to determine at what time within these hours the work day shall commence.

Section 3. The Fire Chief may implement a flex time program for Group A Fire Fighters if he or she desires. The Chief retains the right to return Group A Fire Fighters to normal schedule at any time. Flex time schedules shall not be limited to flex time hours between Monday and Friday or be limited to the flex time hours between the hours of 7 a.m. and 5:00 p.m. or 7 a.m. and 7 p.m.

Section 4. In the event of an emergency the Fire Chief shall have the authority to assign work schedules as he/she deems necessary.

ARTICLE 24. FAMILY MEDICAL COVERAGE.

Section 1. Health insurance shall be as provided or otherwise determined pursuant to the August 26, 2019 Self-Funded Health Benefit Plan Amendment to the Labor Agreement, a copy of which is attached hereto, labelled Exhibit A and incorporated herein.

Section 2. The City shall contribute for each firefighter $25.00 of the full cost of an individual dental plan and $25.00 of the full cost of a family dental plan. The City shall also provide for a $10,000 Life insurance plan for all firefighters. The dental plan should be the same or similar to the plans of general service employees.

Section 3. Fire Fighters who retire during the term of this Agreement may retain insurance coverage provided herein by assuming the full cost of the premiums for such insurance.

Sectioin 4. The City shall pay the entire annual contribution for all firefighters who are eligible for coverage under the Voluntary Firefighter Cancer Benefit's Program, CRS 29-5-401 *et seq*. In the event that the State Legislature during the term of the agreement fails to continue to fund the Trust, the City shall have no obligation to continue to pay this contribution.

ARTICLE 25. GRIEVANCE PROCEDURE.

Section 1. A grievance is a claim that the City has violated an express provision of this Agreement. Any Fire Fighter or group of Fire Fighters may discuss any matter with their supervisor without invoking the formal grievance procedure provided for in the Article.

Section 2. A grievance must be initiated by either an aggrieved Fire Fighter or by Local No. 3 on behalf of any one or more individual Fire Fighters. The grievant must reduce the grievance to writing and present the written grievance to the Chief of the Fire Department within ten (10) days after the grievant knew or should have known the facts which gave rise to the grievance.

Section 3. The Chief of the Fire Department shall meet with the grievant and, if the grievant is an individual, representatives of Local No. 3 in an effort to resolve the grievance within 10 calendar days after being presented with the written grievance. The Fire Chief shall respond to the grievance within seven (7) days following the meeting with the grievant and/or representatives of Local No. 3.

Section 4. If the grievant is not satisfied with the answer of the Chief of the Fire Department, the grievance committee of the Union may appeal the grievance to the Mayor within 10 days of receipt of the written answer of the Chief of the Fire Department. Within 10 days after receipt of the appeal, the Mayor shall meet with the grievant and if the grievant is an individual, with representatives of Local No. 3 to discuss the grievance. Within 5 days after this meeting, the Mayor shall give the Union grievance committee his answer in writing.

Section 5. If the Union grievance committee is not satisfied with the answer of the Mayor, a Union officer must give written notice of intent to arbitrate to the corporate authorities of the City within fourteen (14) days after receipt of the Mayor's answer. Representatives of the corporate authorities and of the Union shall attempt to agree upon an arbitrator within seven (7) days of submission of the written notice of intent to arbitrate. In the event the parties are unable to agree upon an arbitrator within the time limit, either party or its representative may request the Federal Mediation and Conciliation Service to furnish a panel of seven arbitrators. The parties shall alternately strike from this panel until only one name remains. The remaining name shall be the arbitrator. The arbitrator shall render a decision which is final and binding upon the parties within thirty (30) calendar days after hearing the grievance.

Section 6. The fees and costs of the arbitrator shall be shared equally by the Union and the City. Each party shall pay its own costs and expenses of the arbitration.

Section 7. The findings and decision of the arbitrator shall be consistent with applicable Colorado law and with the expressed terms of this Agreement. The arbitrator shall have no power or authority to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

Section 8. Failure of a Fire Fighter or Union to initiate a grievance or file written appeal or demand for arbitration within the time limits specified in this Article shall constitute an irrevocable waiver of the right to file or pursue such grievance. The City and the Union may mutually waive any time limitation contained herein. The parties recognize that such waivers are contrary to the spirit of the grievance procedure and shall be invoked only for substantial reasons. Failure of the Fire Chief or Mayor to timely file his answer to any grievance shall be deemed to be a denial thereof. However, in all events, the Fire Chief or Mayor must file a written answer to any such grievance.

Section 9. Notice under this Article shall be given by personal delivery, if to:

(a) the Union, the president or any member of the Union's adjustment committee; or

(b) the City, the Fire Chief or Mayor or their respective administrative staff.

Union shall give notice to the City, in writing, of Union’s current president and all current members of Union’s adjustment committee, and Union shall promptly notify the City in writing of any changes thereto.

ARTICLE 26. DISABILITY PAYMENTS--FIRE DEPARTMENT PERSONNEL.

Section 1. In any case where a Fire Fighter shall become mentally or physically disabled while not on active duty during regularly assigned hours of duty, and from any cause not self-inflicted or due to the habitual use of intoxicants or drugs, to an extent whereby he is unable to perform his regular Fire Department duties, he shall be paid by the City of Pueblo from funds available within the Fire Department's annual appropriation starting immediately after the expiration of paid sick leave benefits and accrued vacation leave as provided by Article 28 and 20 of this Agreement, and for the remaining period of such disability, not to exceed one (1) calendar year from the date of such disability, a monthly benefit equal to two and one-half percent (2 ½%) of the amount of his monthly salary as of the date of his disability; multiplied by the number of years he has been in active service with the Fire Department; but any such benefits under this provisions shall not exceed one-half of his monthly salary as of the date of his disability.

Section 2. For the purpose of determining the physical or mental disability of any such member, the Firemen's Pension Fund Board established by Section 2-2-1 of the Code of Ordinances of the City of Pueblo shall have jurisdiction. The Board may personally examine the member and shall appoint one or more physicians or surgeons to make an examination of the member and report their findings to the Board, which report shall be taken into consideration in determining whether the member is physically or mentally disabled.

Section 3. In the event the State Legislature enacts a statute removing the 12 month waiting period from C.R.S. 1973, 31-30-407 (1)(F)(I) the provisions of this section shall automatically terminate.

ARTICLE 27. SAVINGS CLAUSE.

The provisions of this agreement are severable and the legal invalidity of any provision or provisions shall not affect or invalidate other provisions. However, if any provision of this Agreement should be declared invalid by any court of competent jurisdiction, then the parties to this Agreement shall meet within fifteen (15) days from the date they learn of such declaration and negotiate in good faith for the purpose of agreeing upon a lawful provision which would accomplish the intent of the parties as expressed by the provision declared invalid.

ARTICLE 28. SICK LEAVE.

Section 1. Group B Fire Fighters shall be allowed 17/24 of a working shift of sick leave for each month of service from the first day of employment. Unused sick leave shall be accumulated to a maximum accrual of 84 working shifts. Group B Fire Fighters hired on or after January 1, 1996, shall be allowed 12/24 of a working shift of sick leave for each month of service from the first day of employment. Unused sick leave shall be accumulated to a maximum accrual of 84 working shifts. Effective January 1, 2004, the maximum sick leave accrual for Group B Fire Fighters shall be reduced from 84 shifts to 74 shifts, and departmental records shall be adjusted to reflect this reduction.

Section 2. Group A Fire Fighters shall be allowed one and one-half working days of sick leave for each month of service from the first day of employment. Unused sick leave shall be accumulated to a maximum accrual of 200 working shifts. Group A Fire Fighters hired on or after January 1, 1996, shall be allowed one working day of sick leave for each month of service from the first day of employment. Unused sick leave shall be accumulated to a maximum accrual of 200 working shifts. Effective January 1, 2004, the maximum sick leave accrual for Group A Fire Fighters shall be reduced from 200 days to 180 days; and departmental records shall be adjusted to reflect this reduction.

Section 3. Upon separation due to retirement or death, a Group A Fire Fighter hired prior to January 1, 1996, shall be paid at his regular rate of pay for all accumulated sick leave, but not to exceed 120 days; a Group B Fire Fighter hired prior to January 1, 1996, shall be paid at his regular rate of pay for accumulated sick leave, but not to exceed 56 working shifts.

Section 4. In the event of death, such sum shall be paid to the surviving spouse of such Fire Fighter. In the event there shall be no surviving spouse, then such sum shall be paid to the Estate of such Fire Fighter.

Section 5. Separation benefits shall be paid immediately upon the effective date of separation.

Section 6. Group A Fire Fighters hired on or after January 1, 1996, shall not be reimbursed for unused sick leave upon separation. These Fire Fighters will have the option to receive compensation for ten (10) days of sick leave each year at one-half (½) pay. However, before a Group A Fire Fighter may exercise this option, he must have a minimum of twenty-four (24) days of unused accrued sick leave to his credit, and his accrual may not be reduced to less than twenty-four (24) days by the exercise of this option. Group B Fire Fighters hired on or after January 1, 1996, shall not be reimbursed for unused sick leave upon separation. These Fire Fighters will have the option to receive compensation for 112 hours of sick leave each year at one-half (½) pay. However, before a Group B Fire Fighter may exercise this option, he must have a minimum of 288 hours of unused accrued sick leave to his credit, and his accrual may not be reduced to less than 288 hours by the exercise of this option.

Section 7. All Fire Fighters hired prior to January 1, 1996, shall have the option of electing the new plan, however, they must waive all benefits under Section 3, Section 4,

and Section 8 of this Article. Once this election is made, the Fire Fighter may not return to the old plan. This election to enter the new plan must be made prior to January 1, 1996. Group A Fire Fighters who opt into the new plan shall be allowed one working day of sick leave for each month of service. Group B Fire Fighters who opt into the new plan shall be allowed 12/24 of a working shift of sick leave for each month of service.

Section 8. Group A Fire Fighters hired prior to January 1, 1996, who have not elected the new plan, and who have at least 15 years of service and 120 days of accrued, unused sick leave to their credit, may annually sell back up to 10 days of sick leave for ½ pay. The number of sick leave days sold back to the City shall be deducted from the Fire Fighter's accrual, but his accrual will be increased by future sick leave accrued but unused, to the maximum of 200 days. The amount of days available for buy-back under Section 3 of this article shall be permanently reduced by one-half of the days sold back to the City. Group B Fire Fighters hired prior to January 1, 1996, who have not elected the new plan, and who have at least 15 years of service and 40 shifts of accrued, unused sick leave to their credit, may annually sell back up to 4 shifts of sick leave for ½ pay. The number of sick leave shifts sold back to the City shall be deducted from the Fire Fighter's accrual, but his accrual will be increased by future sick leave accrued but unused, to the maximum of 84 shifts. The amount of shifts available for buy-back under Section 3 of this Article shall be permanently reduced by one-half of the shifts sold back to the City. Effective January 1, 2004, the maximum sick leave accrual for Group A Fire Fighters shall be reduced from 200 days to 180 days; and the maximum sick leave accrual for Group B Fire Fighters shall be reduced from 84 shifts to 74 shifts, and departmental records shall be adjusted to reflect this reduction.

Section 9. If an employee has been scheduled for vacation or personal days, this time shall not be converted to sick leave except in the event of the employee's hospitalization or if Fire Fighter would be unable to perform light duty or modified duty with confirmation by the treating physician. Such verification of injury or illness must be provided to the Fire Chief or Acting Fire Chief as soon as possible. If employee is out of town, he/she must notify the Fire Chief or Acting Fire Chief within 24 hours of injury or sickness and notify the Fire Chief or Acting Fire Chief of the injury or sickness and his/her intent to have time converted to sick leave. If the affected Fire Fighter fails to follow appropriate notification procedures as outline in this Article, the time will not be converted.

Section 10. No provision of this Article shall be construed or applied in violation of the requirements of the Healthy Families and Workplaces Act, C.R.S. §§ 8-13.3-401 et. Seq.

ARTICLE 29. UNION ACTIVITY.

Section 1. Neither the Union, nor its officers, agents, representatives, or members will intimidate, interfere with, or coerce Fire Fighters. No union activity or union business of any kind will be carried on during working hours without express permission in advance from the Fire Chief. All requests for leave from duty for any union business shall be in writing and shall specify name, date, time, location and purpose of the leave. Violation of this Section 1 of this Article 29 by any Fire Fighter shall be just cause for disciplinary action, pursuant to Chapter 10, Title VI of the 1971 Code of Ordinances. Failure of the City to enforce any of the provisions of this Section 1 of this Article 29 in any one or more instances shall not be construed a waiver of any of the provisions of this Section 1 of this Article 29.

Section 2. No Fire Fighter shall be discharged, disciplined or discriminated against because of activity on behalf of the Union which does not interfere with the discharge of his duties or any assignments, or violate any of the provisions of this agreement, City ordinances, statutes, rules or regulations of the department.

Section 3. The Union shall have the right to post on the bulletin boards designated by the Fire Chief, within all respective fire stations and fire offices, notices of union meetings, union recreational and social affairs, notices of union elections, and appointments and results of union elections, all of which pertain to the Pueblo Fire Department. No other postings will be allowed.

Section 4. When approved by the Fire Chief, two of the members of the union e-board shall be granted leave from duty with full pay for conducting necessary Union business. When approved by the Fire Chief, during and for a reasonable time before bargaining with City representatives for a successor collective bargaining agreement the Union Bargaining Committee (not to exceed five persons) shall be granted leave from duty with full pay to conduct negotiations and deliberations. No such leave or permissions shall be granted for lobbying activities in any legislative forum on paid time. The Union shall endeavor to conduct all necessary Union business during the non-working time of the greatest number of Fire Fighters required for such business, to the greatest extent possible. Said approval shall be granted by the Chief when said leave would not disrupt or interfere with the service of the department.

Section 5. Requests for union business leave shall be made at least two shifts before the beginning of the shift during which union business leave is requested whenever possible. The aggregate maximum amount of time which may be taken as fully paid leave to conduct union business under this contract shall not exceed three hundred sixty (360) hours per year, not counting leave for arbitration hearings, grievance hearings or negotiation meetings for a new collective bargaining agreement. Any union business leave in excess of 15 shifts or 360 hours per year shall be charged as vacation leave or taken as unpaid leave.

ARTICLE 30. INJURY LEAVE.

Section 1. Each Fire Fighter covered by this Agreement who is injured while in the performance of his duties inside or outside the City limits shall be paid injury leave in a sum equal to the Fire Fighter's full salary for the period of disability not to exceed one (1) calendar year from the date of injury, except that an employee who undergoes surgery for such a duty injury shall be entitled to a total of one year of such paid injury leave, during a period ending two years from the date of injury, whenever he may be disabled and unable to work as a result of such duty injury. Even though the period of time during such an employee who undergoes surgery for a duty related injury is two calendar years from the date of such duty injury, the total amount of said injury leave to which an employee is entitled is a sum equal to one year of such employee's full salary.

Section 2. Injury leave benefits as set forth herein are maximum benefits for each injury. Fire fighters on injury leave shall be granted all benefits provided other Fire Fighters covered by this Agreement the same as if they were in active service of the City.

Section 3. Workers' Compensation temporary disability benefits paid to a Fire Fighter for the same period of time he receives injury leave benefits hereunder shall be reimbursed to the City, provided that no amount shall be reimbursed until such time as the temporary disability benefits are actually paid. In the event a Fire Fighter receives temporary disability benefits for the period he received injury leave benefits, he shall endorse to the City the check received by him for the purpose of paying such benefits. Receipt of injury leave benefits hereunder by a Fire Fighter shall operate as and be a partial assignment to the City of said Fire Fighter's interest in and to any cause of action against a third party as defined in C.R.S. 1973, 8-52-100 et. seq., as amended, to the extent of injury leave benefits paid or payable hereunder by the City to said Fire Fighter. During such time as he is receiving injury leave benefits hereunder and for a period of 60 days from and after the receipt of the final payment thereof, said Fire Fighter shall have an exclusive right to engage the services of an attorney-at-law to settle or to otherwise dispute of said cause of action which shall not be settled or otherwise disposed of without the written consent of the City. If said Fire Fighter engages the services of an attorney as aforesaid, the City shall not be liable for costs or attorney fees in connection therewith; however, in lieu thereof, the City agrees to limit its pro rata share of any recovery so affected to 75% of injury leave benefits paid or payable to the Fire Fighter hereunder. If said Fire Fighter fails to engage the services of an attorney, as aforesaid, the City may take such action as it deems advisable for the recovery of 100% of all injury benefits paid to said Fire Fighter, and said Fire Fighter will cooperate with the City in such action as it may take and furnish any and all papers and information in his possession deemed by the City to be necessary in connection therewith.

Section 4. No sick leave, injury leave or temporary disability leave benefits shall be payable to any Fire Fighter injured while in the employ of an employer other than the City of Pueblo, or while self-employed.

Section 5. Employees on injury leave are subject to light or modified duty as defined.

ARTICLE 31. SPECIAL LEAVE.

Section 1. In addition to leaves authorized above, the Fire Chief may authorize a Fire Fighter to be absent without pay for personal reasons for a period or periods not to exceed ten (10) working days in any calendar year.

Section 2. The Mayor may authorize special leaves of absence with or without pay for any period or periods not to exceed six (6) calendar months in any one calendar year for the following purposes: attendance at college, university, or business school for the purpose of training in subjects related to the work of the employee and which will benefit the employee and the City service; urgent personal business requiring employee's attention for an extended period such as settling estates, liquidating a business, serving on a jury and attending court as a witness, and for purposes other than above that are deemed beneficial to the City service.

Section 3. The Mayor may authorize special leaves of absence without pay for any of the purposes set out in the preceding subparagraph for any reasonable length of time.

Section 4. The City Council may grant leaves of absence with or without pay in excess of the limitations above for the purposes of extended courses of training at a recognized university or college and for other purposes that are deemed beneficial to the City service.

Section 5. The parties understand that they are subject to the Family and Medical Leave Act of 1993, and that all applicable provisions of the FMLA are controlling over any provisions of this agreement in conflict therewith.

ARTICLE 32. ABSENCE WITHOUT LEAVE.

Section 1. Any Fire Fighter who finds it necessary to be absent from duty due to emergency shall report the reasons therefore to his supervisor or department at least one hour before working time, on the first day of such absence. If this is not possible, the Fire Fighter shall report to his supervisor or department at the earliest possible time and shall state the reasons for his failure to report at least one hour before working time. Failure of a Fire Fighter to so report may be grounds for disciplinary action.

Section 2. All unauthorized absences without leave shall be grounds for disciplinary action. Reduction of pay shall be made for all periods of unauthorized absences.

Section 3. Any unauthorized absence of six or more consecutive working shifts of a Group A Fire Fighter, or of three or more consecutive working shifts of a Group B Fire Fighter, shall be deemed to be and shall constitute a resignation from employment by the Fire Fighter.

ARTICLE 33. STATION TRANSFERS.

When an opening occurs in a fire station, due to either promotion, demotion, separation from City service, or the creation of a new position, Fire Fighters shall be notified by email from the Fire Chief before the opening is filled. Such memo shall be posted in each station for at least one business week (7 calendar days). Such opening shall be filled by the senior qualified Fire Fighter in the class applying for that position in writing during the time of posting of the email. The Chief shall retain the right to transfer Fire Fighters when an opening as described above is not involved, provided that such transfers shall not be arbitrary or capricious.

ARTICLE 34. LONGEVITY COMPENSATION DURING LEAVE.

Section 1. Longevity compensation as stated above shall be paid to a Fire Fighter while on authorized leave with pay. Such longevity compensation shall not be paid to a Fire Fighter for any month during which such Fire Fighter shall be absent on leave without pay for more than one-half of the working time prescribed for that Fire Fighter's class.

Section 2. Periods of time during which a Fire Fighter is off work due to lay-off or reduction in force and is on valid reinstatement list shall not constitute a break in continuity of service; provided, however, such periods of time shall not be accrued as a part of the actual continuous service necessary to qualify for longevity compensation.

Section 3. Absence without leave shall forfeit all longevity pay for the month in which such absence occurs. For purposes of this section, periods of authorized leave without pay shall not accrue as part of the actual continuous service necessary to qualify for longevity compensation.

ARTICLE 35. ORDER OF REDUCTION.

Section 1. A reduction of the number of Fire Fighter positions in any class shall be made in the following order: part-time, probationary, permanent.

Section 2. Probationary and permanent Fire Fighters shall be laid off on the basis of service in the class being reduced, computed in accordance with Civil Service Rule 37, the Fire Fighter with the least service being laid off first.

ARTICLE 36. ENTRANCE SALARY RATES.

Section 1. Original appointment to any position shall be made at the entrance rate and advancement from the entrance rate within a pay grade shall be by successive steps; provided, however, if the entrance rate is the same as any successive step, appointment shall be made at the highest step with the same rate of pay as the entrance rate. All promotional appointments shall be to the entry level of the higher class which results in at least a 3% increase unless it's the top step. If the entry level is the same as any successive step, appointment shall be made at the highest step with the same rate of pay as the entry level.

Section 2. At the completion of the first year of service, a Fire Fighter shall automatically advance to the next higher rate in the appropriate pay grade, provided his service has been determined by the Fire Chief to be satisfactory. Subsequently, the Fire Fighter shall be automatically advanced to the next higher rate, if any, at the conclusion of each succeeding year of satisfactory service in his class until he has reached the maximum rate of the salary schedule for that class.

Section 3. At the conclusion of a satisfactory one (1) year probation period, the Fire Chief shall certify that the probationary period has been successfully completed.

Section 4. When a Fire Fighter is assigned to duty in a position not previously held by him and such change is not in the nature of a promotion or a demotion, the Fire Fighter shall receive the rate of pay in the salary schedule established for such position that will provide at least the same rate of pay he was receiving in his former position.

Section 5. If, in the opinion of the Fire Chief, the work of a Fire Fighter has not been satisfactory during the year prior to his eligibility for salary advancement, he shall give a statement to the Mayor and Personnel Director showing reason or reasons why the Fire Fighter's work has not been satisfactory. A copy of this statement shall be furnished the Fire Fighter concerned and the Fire Chief shall discuss with the Fire Fighter the reason(s) for his not receiving the pay increases. Any Fire Fighter or the Union shall have the right to the consideration of any request for adjustment in the event that the Fire Chief states that the Fire Fighter's work in the preceding year has not been satisfactory for salary advancement. In such case, the Fire Fighter or Union may submit the matter to the grievance procedure of Article 25. A Fire Fighter who has been denied a pay increase due to unsatisfactory work shall be granted such increase at such time as the Fire Chief determines that his performance has sufficiently improved to justify the increase.

Section 6. In the event that the Fire Fighter did not receive the advancement in salary due him under the provisions of the Article, and it is subsequently determined, in the manner prescribed above, that the Fire Fighter was entitled to this advancement in salary shall be paid to the Fire Fighter from the date on which he was originally entitled to said advancement in salary.

ARTICLE 37. APPOINTMENT PROBATIONARY.

All entrance appointments shall be probationary for a period of one year. All promotional appointments shall be probationary for a period of six months, provided that, any Fire Fighter who previously served in the position in the higher class to which he was promoted, may be credited toward completion of his probationary period with such temporary service not to exceed one hundred and fifty (150) days with the approval of the Fire Chief. At the discretion of the Fire Chief, the probationary period for an entrance or promotional appointment may be extended for an additional period not to exceed six (6) months in cases where a Fire Fighter suffered illness or injury or missed greater than one-third (1/3) of his/her regularly scheduled shifts preventing him/her from being available for full evaluation during the probationary period.

ARTICLE 38. LIGHT DUTY AND LIMITED DUTY ASSIGNMENT.

Section 1. Light duty or modified duty shall mean the temporary assignment of a Fire Fighter to work with medical restriction of duty in the fire department due to a work-related injury during any period in which the Fire Fighter would otherwise be eligible for injury leave benefits. Such assignments shall be referred to within this Article as "Light Duty". Light Duty assignments are limited to a maximum of six (6) months; provided, however, the City may extend the Light Duty assignment until the Fire Fighter reaches maximum medical improvement as determined by the City's designated physician.

Section 2. The salary of a Fire Fighter on Light Duty shall be at least equal to the salary at which he was employed at the time of his injury or illness.

Section 3. During his period of temporary disability, a Fire Fighter shall be entitled to pay pension contributions and shall continue to receive health-medical plan benefits, and accrue credits for sick leave and vacation leave.

Section 4. Upon presentation of a doctor's certificate stating that the Fire Fighter is physically capable of performing all the duties of the position in which he was working at the time of his injury or illness he shall be returned to full duty in that class. If the Fire Chief determines that the work of the Fire Fighter upon return to work is not satisfactory, the Fire Chief may cause the Fire Fighter to be re-examined to determine his ability to perform.

Section 5. Any Fire Fighter who refuses to cooperate in the placement program, by failure to accept or continue in the Light Duty assignment, shall, as of any such refusal be disciplined.

Section 6. Pregnancy Light Duty. Any Fire Fighter who is provided a temporary assignment under this Article as a reasonable accommodation for pregnancy under the ADA or the Pregnant Workers Fairness Act shall be considered a Light Duty assignment. A pregnant Fire Fighter will be allowed to continue working Light Duty, without reduction in regular pay including incentives, up to her delivery date unless otherwise advised by her physician. Upon date of delivery, or sooner on physician's advice, the Fire Fighter will be permitted to take leave consistent with Article 57.

Section 7. Limited duty shall mean a temporary assignment of a Fire Fighter to work in the fire department with temporary medical restrictions of duty due to a non-work-related injury or illness. Limited duty assignments shall be subject to the following limitations and requirements:

(a) The Fire Chief or his designee shall decide on a case-by-case basis if there are limited duty assignments available that fall within the restrictions that the Fire Fighter has been placed under by his/her physician. The distribution of limited duty assignments, removal from a limited duty assignment and/or refusal to establish a limited duty assignment is solely the decision of the Fire Chief. Requests for limited duty assignments shall not be unreasonably denied; provided,

however, denial of a request for a limited duty assignment which would result in more than a total of four (4) limited duty and Light Duty assignments shall be presumed reasonable, and such decision shall not be subject to the grievance procedure.

(b) To be considered for a limited duty assignment, a Fire Fighter must have work restrictions that are expected to last for at least thirty (30) days and provide a signed statement by an authorized medical provider verifying the need for limited duty for said period of time. If available, priority among limited duty assignments shall be given to the Fire Fighter with the least amount of accrued leave.

(c) No Fire Fighter who is injured in the commission of a criminal offense or during any secondary employment shall be eligible for a limited duty assignment with respect to such injury; nor shall any Fire Fighter be permitted to work any secondary employment while on limited duty assignment.

(d) Except as provided herein, a limited duty assignment shall not exceed three (3) months. The limited duty assignment will be accompanied by an expectation meeting with the Fire Chief. Daily assignments will be assigned and will be completed in a timely manner. If at the discretion of the Fire Chief these expectations are not being met by the Fire Fighter, the limited duty assignment will be terminated.

(e) The City may require Fire Fighters to be examined by the City's designated health-care provider in order to obtain verifications, seek clarification or additional information, confirm the ability to perform limited duty assignment or provide a second opinion.

(f) It is the Fire Fighter's responsibility to ensure that any relevant medical information required by the City related to the injury (or injuries) underlying a limited duty assignment is provided promptly upon request, including follow-up information, satisfactory clarification and updates.

(g) Light Duty assignments for work-related illnesses and injuries shall take precedence over limited duty assignments for non-duty related injuries. A Fire Fighter who is working in a limited duty assignment because of non-duty related injury may be displaced from that limited duty assignment if the City needs to place another Fire Fighter into a Light Duty assignment.

(h) A Fire Fighter who is on limited duty shall immediately notify the Department when the Fire Fighter is available for normal duty and shall give the Department a physician's statement indicating that the Fire Fighter may return to normal duty.

(i) While on limited duty assignment the Fire Fighter may request leave through the Deputy Chief. This leave will be converted to a 40 hour work week based on a conversion factor of 1.4. This would include any use of sick leave,

vacation leave or personal holiday time.

Section 8. Fire fighters assigned a Light Duty or limited duty assignment shall work Group A work schedule.

ARTICLE 39. ABOLITION OF POSITION.

Any Fire Fighter with civil service status in an abolished position shall, with the approval of the Mayor, be:

(a) transferred, if a vacancy exists in another position in the same class, or

(b) promoted, if a vacancy exists in a position in another class for which the Fire Fighter is eligible, or

(c) laid off and placed on a reinstatement list for the class for which he is qualified, or

(d) demoted, or

(e) allowed to replace another Fire Fighter in accordance with Article 50.

ARTICLE 40. REINSTATEMENT AND REEMPLOYMENT.

Section 1. When a Fire Fighter is reinstated in a position in the same class after a separation from the Department of not more than four years, which separation occurred through no fault of the Fire Fighter and not due to discreditable circumstances, such Fire Fighter shall receive the rate in the salary schedule corresponding to the step rate received at the time of separation and shall subsequently serve thereat for at least such period as is normally required for advancement to the next higher salary rate. Any Fire Fighter who is drafted or who leaves the City service to enter the active service of the armed forces of the United States and who is subsequently reinstated to a position previously held by him shall be entitled to receive a salary at the step rate to which he would have been entitled had his service with the City not been interrupted by entry into the armed forces. Any non-required reenlistment shall automatically terminate the provisions of this Article for any such Fire Fighter.

Section 2. Whenever a former Fire Fighter is reemployed in the same class after a voluntary separation from the City service of not more than two years, which separation was not by action of the City or due to discreditable circumstances, such Fire Fighter may, with the approval of the Mayor, receive the rate in the salary schedule corresponding to the step rate received at the time of separation and shall subsequently serve thereat for at least such period as is normally required for advancement to the next higher step or salary rate.

ARTICLE 41. APPOINTMENT TO VACANCY.

When the City fills a vacancy in the Fire Department the following priorities shall apply in the order listed:

1. Reinstatement list - Consisting of Fire Fighters separated from a position in that class due to layoff or other cause not the fault of the Fire Fighter. Fire fighters shall be reinstated to the class in the reverse order of layoff from that class including Fire Fighters placed on reinstatement lists in accordance with Article 40.

2. The City may then select from any of the following:

a. Reemployment List - Fire fighters previously separated at their volition, in good standing.

b. Voluntary Demotion.

c. If a position is not filled through reinstatement, demotion, or re-employment the City shall fill the position from a civil service eligible list in the following manner:

(a) The Director shall forward a copy of the appropriate class specification to the Civil Service Commission, with a request for certification of the names of the three highest ranking persons on the appropriate eligible list. If any person with a given numerical rating is certified from an eligible list, then any or all other persons with that identical rating shall also be certified and may be appointed under this Section consistent with and pursuant to Civil Service Rule 28.

(b) The Director may also request from the Commission further information relating to the persons certified and to their application, examination or certification process.

(c) If any person so certified fails to accept appointment to the position, that person shall be removed from the list and the name of the person next highest on the appropriate eligible list shall be certified. The Civil Service Commission may retain on the eligible list the name of a person who refuses an appointment only upon that person's request and for just cause. The Director may request removal from the list of the name of a person who does not qualify for or meet a requirement of the position. The Civil Service Commission shall grant such request and certify the name of the next highest ranking eligible on the list, if the person so removed does not actually qualify or meet requirements.

(d) If more than one vacancy is to be filled from an eligible list, the Director may request certification of an additional name for the second and each subsequent vacancy.

(e) If less than three names appear or remain on the eligible list, the Mayor may either request that the Commission establish a new eligible list, or may

accept a certification of less than three names.

(f) If a person certified for appointment from an eligible list is rejected or passed over twice, the Mayor may request removal of the person from that eligible list. The Civil Service Commission may deny such request upon the basis of the person's qualifications.

(g) After a certification, the Director shall select a committee of at least three persons to evaluate the persons certified. No one from the bargaining unit shall be an evaluator.

(h) After consultation with the involved department or bureau head and the committee, the Director shall forward the names of all persons certified and recommendations to the Mayor, who shall make the final appointment.

(I) The City shall notify each eligible certified for a vacancy of the appointment and the appeal rights available hereunder. If not appointed, the highest ranking eligible for each vacancy may appeal his rejection to the Civil Service Commission by filing a written notice of appeal within five (5) days after receipt of the notice of appointment. The Commission shall hear the appeal within (5) days of the filing of the notice of appeal. The City and the individual appointed shall also be notified of the hearing and be given an opportunity to be heard. The person filing the appeal shall have the burden of proving that the Mayor's appointment was arbitrary, capricious or a clearly unwarranted abuse of discretion. If the Commission sustains the appeal, the appointment shall be vacated and the appellant shall be appointed to the position by the Mayor pursuant to the decision of the Commission retroactive to the date of the original appointment.

(j) The Commission shall render its decision within five (5) days after the hearing which shall be final and binding subject only to judicial review pursuant to Rule 106, C.R.C.P.

3. Open Examinations

(a) For vacancies existing in 2017 and thereafter, Civil Service examination for the Emergency Medical Officer classification shall initially only be open to Fire Fighters who meet the qualifications for such classification (“Internal List”). If no applicant passes the examination or is otherwise certified or if all eligibles are removed from the Internal List, the Mayor may request certification of a new eligible list composed of qualified candidates from outside City employment (“External List”). Upon receipt of such request, the Civil Service Commission shall create the External List, and the Civil Service examination shall only be open to those applicants who are not Fire Fighters and who meet the qualifications for such classification. If the External List was created because no applicant passed the examination for the Internal List or no applicant was otherwise certified for the Internal List, such External List shall expire six (6) months from the date of the certification of such External List. If the External List was created because all eligibles were removed from the Internal List, such External List shall expire upon the date the Internal List was originally scheduled to expire.

(b) For vacancies existing in 2018 and thereafter, Civil Service examination for the Fire Engineer classification shall initially only be open to Fire Fighters who meet the qualifications for such classification ("Internal List"). If no applicant passes the examination or is otherwise certified or if all eligibles are removed from the Internal list, the Mayor may request certification of a new eligible list composed of qualified candidates from outside City employment ("External List"). Upon receipt of such request, the Civil Service Commission shall create the External List, and the Civil Service examination shall only be open to those applicants who are not Fire Fighters and who meet the qualifications for such classification. If the External List was created because no applicant passed the examination for the Internal List or no applicant was otherwise certified for the Internal List, such External List shall expire in six (6) months from the date of the certification of such External List. If the External List was created because all eligibles were removed from the Internal List, such External List shall expire upon the date the Internal List was originally scheduled to expire.

4. Any Fire Fighter who obtains a paramedic certification paid for by City, pursuant to Article 58, as of January 1, 2027 shall keep and maintain the paramedic certification for a minimum of eight (8) years of employment with the Fire Department. The City shall pay for reasonable and customary costs associated with maintaining such paramedic certifications.

ARTICLE 42. RATE OF PAY ON DEMOTION.

When a Fire Fighter is demoted from a position in one class to a position in another class having a lower pay grade, his rate of pay shall be determined as follows:

Section 1. When a Fire Fighter is demoted because of failure to satisfactorily complete a probationary period in a promotional position, his pay rate shall be reduced to the step in the pay grade he had been promoted from which he would be eligible for had he not been promoted.

Section 2. When a Fire Fighter is demoted because of layoff procedures, his rate of pay in the class to which he is demoted shall be the step in the pay grade nearest to, but not exceeding, that of his rate of pay in the higher class, provided funds are available in the case of layoff. In the event funds are not available, his rate of pay shall be the highest step that can equitably be paid to all Fire Fighters similarly affected by the layoff. The Mayor, with the approval of the City Council, may approve for such Fire Fighter a salary rate equivalent to the salary rate he received at the time of his demotion.

Section 3. When a Fire Fighter is demoted due to unsatisfactory performance from a position in one class to a position in a lower class, his rate of pay shall be reduced at least one (1) step below the rate of pay he was receiving in the higher class, and shall be reduced to a step within the pay grade for the class to which he is demoted.

Section 4. When a Fire Fighter is voluntarily demoted from a position in one class to a position in a lower class at his own request, the pay rate may remain the same provided it does not exceed the maximum step of the pay grade for the lower class.

ARTICLE 43. RECLASSIFICATION.

If a position is reclassified, the incumbent shall remain in the reclassified position if the Director, with the approval of the Mayor, determines that he is qualified to perform the duties of the reclassified position.

If the Director determines that the incumbent lacks the qualifications for the reclassified position, the incumbent shall, with the approval of the Mayor, be:

(a) transferred if a vacancy exists in another position in the same class, or

(b) promoted, if a vacancy exists for which such Fire Fighter is eligible as a result of examination, or

(c) laid off and placed on a reinstatement list for the class or position for which he is qualified, or

(d) demoted, or

(e) allowed to replace another employee in accordance with Article 50.

ARTICLE 44. REPORTING CHANGES IN DUTIES; RECLASSIFICATION.

Section 1. Any Fire Fighter or the Union may file a written request for classification review of his position at any time. The request shall be filed with the Fire Chief who shall forward the request to the Director of Personnel within ten days with his comments and recommendations.

Section 2. The Director of Personnel shall act on any request involving an individual position within thirty days, and on any request involving several positions as promptly as possible, but not more than ninety days, after receipt of such request. The Director shall not reclassify any position or group of positions without the approval of the Mayor.

Section 3. The Director may, at any time, consistent with Section 4 review a position or positions to insure proper classification.

Section 4. Neither the City, a Fire Fighter, nor representatives of either may request a review for a position which has been reviewed within the previous six months.

ARTICLE 45. APPEAL FROM CLASSIFICATION OR RECLASSIFICATION.

Written notice of classification, reclassification, or allocation of positions shall be given by the Director to the Mayor, Fire Chief, affected Fire Fighters, and Union, at least thirty days before such action shall become effective. Within ten days of receipt of said notice or failure of the Director to take such action, the Fire Chief, affected Fire Fighter(s) or Union may request a hearing thereon before the Civil Service Commission pursuant to Chapter 12 of Title VI of the Code of Ordinances and Section 8-4 of the City Charter. Within ten days after conclusion of the hearing the Civil Service Commission shall order whether such action shall be sustained or rejected.

ARTICLE 46. VACANCIES.

Section 1. Unless the Mayor declares, as herein provided, that the requirements of the service demand that such position remain open, a vacancy shall exist whenever the number of positions established by the budget exceeds the number of Fire Fighters in such positions. Vacancies shall be filled as soon as the Director can certify to the department head as provided in Article 41. The Mayor may, upon written notice to the Director, determine that a position shall remain open for a period not to exceed one hundred eighty-five (185) days. During the time the position is declared open, the eligible list pertaining to that position shall remain frozen and no new list established until action is taken on such position. When a position that has been held open is filled, such position shall be filled by a person named on the appropriate eligible list that was in effect on the date the Mayor declared such position open, even if that person's eligibility has otherwise expired.

Section 2. When a vacancy occurs in any promotional classification, the vacancies, if any, created in all lower classes due to promotional appointments created by appointment to fill such vacancy shall be filled from the eligible lists for all lower classes which were in effect on the date on which the vacancy was created in the higher class. This does not pertain to entry level firefighter positions, and will in no event freeze the current promotional lists.

ARTICLE 47. STRIKES - DISRUPTION OF SERVICE.

It is hereby declared to be the public policy of the City of Pueblo since it has accorded to the members of the classified service of the Fire Department all rights of labor other than the right to strike or organize any work stoppage, slowdown or mass absenteeism, therefore, Fire Fighters shall not strike, or organize any work stoppage, slowdown or mass absenteeism during the term of this Agreement.

ARTICLE 48. INTENT OF THIS AGREEMENT.

The intent and purpose of this Agreement is to establish agreed upon wages, hours, terms and conditions of employment for all Fire Fighters in the bargaining unit represented by the Union, which wages, hours, terms and conditions of employment shall be set as forth in this Agreement for the term of this Agreement unless changes are mutually agreed upon between the City and the Union.

ARTICLE 49. PROMOTIONAL EXAMINATION REQUIREMENTS.

The City of Pueblo reserves the right to establish such minimum job descriptions (specifications) and education, experience and service requirements to determine eligibility for civil service testing and appointment for entry level Fire Fighters, as it deems appropriate. Any ordinance in conflict with such right to establish minimum requirements for entry level Fire Fighters shall, insofar as same may be applicable to Fire Fighters, be deemed repealed and be of no force or effect.

The following minimum service requirements shall be a prerequisite to Civil Service Fire Department promotional examinations:

(1) For Fire Prevention Inspector, two (2) years of service as a Fire Fighter with the City of Pueblo.

(2) For Fire Engineers, a minimum of two (2) years of service as a Pueblo Fire Fighter.

(3) For Emergency Medical Officer, a minimum of the EMT-I certification and two (2) years of service as a Pueblo Fire Fighter or a minimum of a Paramedic certification and at least three (3) years of continuous and successful experience in fire service. Notwithstanding any provision of this Agreement to the contrary, any person appointed to the position of Emergency Medical Officer who did not meet the foregoing service requirement of two (2) years as a Pueblo Fire Fighter shall be treated as an entrance appointment for purposes of rate of pay and probationary period.

(4) For Lieutenant, a total of five (5) years combined service in the Fire Fighter, Engineer, Fire Prevention Inspector or Emergency Medical Officer classification with the City and an ALS certification within 3 years of promotion which shall be a condition of employment in such classification.

(5) For Captain, a total of seven (7) years combined service with at least two (2) years of service in a promotional classification within the Fire Department and an ALS certification.

(6) For Assistant Chief, three (3) years of service as a Captain with the City of Pueblo.

The maximum number of seniority preference points which may be added to a passing score pursuant to Civil Service Rule 25 with respect to the foregoing Fire Department promotional examinations shall be seven and one half (7 ½).

The Department shall make a good faith effort to work with Civil Service on providing six (6) months prior notice of any change in a promotional reading list and the promotional examination dates and three (3) months prior notice of promotional reading list and examination date if no such change in the reading list.

ARTICLE 50. REPLACEMENT.

Any Fire Fighter laid off shall, with the approval of the Mayor, have the right to replace another Fire Fighter without prejudice to the right of either to reinstatement provided the following requirements are met:

(1) The Fire Fighter to be replaced occupies a class having the same or lower pay grade; and

(2) The Fire Fighter laid off has more total service in the class involved, together with service in a higher class or parallel class (engineer, fire medic, or fire prevention inspector) within the same line of promotion, than does the Fire Fighter to be replaced; and

(3) The Fire Fighter laid off is qualified for the duties of the lower class of position as determined by the Director; and

(4) The Fire Fighter to be replaced occupies a lower position in the line of promotion to the position from which the Fire Fighter has been laid off.

ARTICLE 51. DURATION OF AGREEMENT.

This Agreement shall be effective January 1, 2027, and all of its provisions shall remain fully effective through December 31, 2027.

ARTICLE 52. SAFETY.

Section 1. The City recognizes its responsibility to provide safe working conditions, and the Union recognizes its obligation to cooperate in the maintenance and improvement of those conditions.

Section 2. The City agrees to establish a safety committee consisting of a representative of the Union and a representative of the City.

Section 3. The safety committee will consider and make recommendations concerning safety problems. Recommendations will include technical supporting information where applicable.

Section 4. The safety committee shall convene within a reasonable time after a request for a meeting. Any request must indicate the subject to be taken up at the meeting. The City will submit a written position on safety matters raised by the Union within ten (10) days after the meeting.

Section 5. Whenever possible, Department personnel will implement safety recommendations of the Safety Committee.

ARTICLE 53. LIABILITY INSURANCE.

City will carry in at least the minimum amounts set forth in the Colorado Governmental Immunity Act malpractice liability insurance covering Fire Fighter/EMT'S while acting in their capacity as an employee of the City and while licensed by the State of Colorado.

ARTICLE 54. SMOKE FREE WORKPLACE.

In accordance with City Council Resolution No. 7157, smoking by any member of the bargaining unit is prohibited in all public buildings which are owned, leased or controlled by the City of Pueblo, except in designated smoking areas, if any, located in restaurants operated under concession or management agreements with the City.

For purposes of this agreement, the parties understand and agree that Fire Fighters are prohibited from smoking: (a) in any fire department vehicle at any time; and (b) in any fire station or fire department building except in those station truck rooms which are equipped with a ventilation system which ventilates such truck room separately from the remainder of the station.

ARTICLE 55. DEATH AND DISABILITY PLAN.

During the term of this Agreement, the City shall pay, on behalf of all Fire Fighters hired after January 1, 1997, the state-mandated contribution for death and disability coverage pursuant to C.R.S. § 31-31-811 (4).

ARTICLE 56. RANDOM DRUG TESTING.

The City and the Union agree to establish a committee consisting of representatives of the Fire Union, the Police Union, and the City. The committee shall meet, when requested by one of the parties, to study, consider and make recommendations to the parties regarding drug-testing programs for public safety employees. The consultations and recommendations of the committee shall not be subject to the grievance/arbitration procedure of this Agreement and shall not be binding upon any of the parties.

ARTICLE 57. MATERNITY, PATERNITY, AND PARENTAL LEAVE.

Section 1. If a Fire Fighter is eligible to take leave under the Family and Medical Leave Act (FMLA), such leave shall be granted in accordance with the provisions of FMLA with respect to either the birth, adoption or bonding with a child following birth or adoption. Such leave shall be subject to the following:

FMLA Maternity Leave – leave shall be granted in accordance with FMLA and shall be treated as a qualifying health condition of the Fire Fighter for the purposes of medical leave for the birth of a child and then subsequently for post-partum bonding with the child.

A Firefighter taking FMLA leave for the purpose of maternity leave may use sick, vacation and personal holiday leave to the cover the absence but must exhaust available paid leave prior to going into an unpaid FMLA leave status.

FMLA Paternity Leave - leave shall be granted to an eligible Fire Fighter in accordance with FMLA for the purpose of bonding with the child following birth.

FMLA Parental Leave – leave shall be granted to an eligible Fire Fighter in accordance with FMLA for the purpose of bonding with an adopted child.

A Firefighter taking FMLA leave for the purpose of paternity or parental leave may elect to use up to three (3) weeks of sick leave prior to using accrued vacation or personal holiday leave for this purpose. However, the Fire Fighter must exhaust all accrued vacation and/or personal holiday leave prior to going into an unpaid FMLA leave status. The Family Care Act provides the same leave provisions for those who are in a domestic partnership or civil union as defined in section 14-15-103(5) C.R.S.

All requests for leave under FMLA must be submitted through the City's Human Resources Department.

Consistent with FMLA, a Fire Fighter who takes FMLA leave for the birth, adoption and/or subsequent bonding time with a child shall return to the job assignment from which he/she took leave for this purpose at the conclusion of the FMLA leave.

Section 2. If a Firefighter is ineligible for leave under the Family and Medical Leave Act, maternity, paternity and parental leave shall be granted for the purpose of giving birth and/or bonding with the Fire Fighter's child. Such leave shall be granted equally in the case of an adopted child. Such leave shall be subject to the following:

Maternity Leave – leave shall be granted upon provision of written documentation from the Fire Fighter's treating physician for the purpose of giving birth followed by post-partum bonding time with the child. Such leave shall not exceed twelve (12) weeks from the date of the child's birth.

A Firefighter taking maternity leave may use sick, vacation and personal holiday leave to cover the absence but must exhaust available paid leave prior to going into an unpaid leave status.

Paternity Leave – leave shall be granted at the time of childbirth, unless otherwise approved by the Chief in advance, and shall not exceed three (3) calendar weeks.

Parental Leave – leave shall be granted at the time of the adoption of a child, unless otherwise approved by the Chief in advance, and shall not exceed three (3) calendar weeks.

A Firefighter taking paternity or parental leave may elect to use up to three (3) weeks of sick leave prior to using accrued vacation or personal holiday leave for this purpose. The exhaustion of paid leave is required prior to going into an unpaid leave status.

ARTICLE 58. PARAMEDIC INCENTIVE.

Section 1. DEFINITIONS. As used in this Article the following terms shall have the following meaning:

(b) "Paramedic Program" shall mean a program of study approved by the City and offered by an institution separate from the City which provides all necessary instruction including clinical internship to obtain a Colorado state licensure as an EMT-Paramedic. Both the program and the institution offering the Program must be approved by the City.

(c) "Qualification Requirements" shall mean having a current Colorado EMT-Basic certificate, an EMT intravenous endorsement and having the present ability to successfully complete all pre-screening examinations and prerequisites and obtain approval by the institution offering the Paramedic Program.

Section 2. PARAMEDIC CERTIFICATION INCENTIVE.

(a) On an annual basis and for purpose of receipt of the Paramedic Incentive, the City shall accept voluntary applications from Fire Fighters who meet the Qualification Requirements and the purpose of the Paramedic Incentive. The purpose of the Paramedic Incentive shall be construed and applied consistent with the exception provided for under 29 C.F.R. 785.29, and the Paramedic Incentive is stipulated and acknowledged to be for the purpose of preparing an employee in the classification firefighter for advancement to a higher classification ("Purpose"). The selection of the applicants to receive the Paramedic Incentive shall be at the sole and absolute discretion of City; provided, however, preference shall be given to those applicants who would start the Paramedic Program prior to their third year of service with the City, and provided that such discretion shall not be exercised in an arbitrary and capricious manner.

(b) Subject to budget approval and appropriation by City Council, the City shall make available the Paramedic Incentive to two (2) applicants who meet the Qualification Requirements and the Purpose. The City may make the Paramedic Incentive available to additional applicants who meet the Qualification Requirements and Purpose but is not obligated to do so.

(c) Any applicant selected to receive the Paramedic Incentive shall receive the following benefits subject to the conditions and limitations herein set forth:

1. Upon receipt of an invoice from a City approved institution, the City will pay the actual costs of tuition and books invoiced by said institution and necessary for completion of the Paramedic Program.

2. Paid time off shall be granted to attend classroom instruction held during the employee's regularly scheduled hours of work which are necessary for completion of the Paramedic Program and which classroom instruction could not

be scheduled other than during the Fire Fighter's regularly scheduled hours of work.

3. Field internship hours which cannot be completed on Fire Department apparatus shall be scheduled outside of the Fire Fighter's regular working hours; provided, however, paid time off will be granted to complete field internship hours in such circumstances and during the Fire Fighter's regularly scheduled hours of work, but such paid time off shall not exceed thirty-six (36) hours during any calendar week for completion of the field internship.

(d) If a Fire Fighter fails to comply with any requirement set forth in this Article or fails to timely and successfully complete any portion of the Paramedic Program including but not limited to completing the field internship within a period of six months of commencing the field internship or failure to pass the National Registry of Emergency Medical Technicians exam within ninety (90) days of class end date, such Fire Fighter shall be subject to removal from the Paramedic Program. The City shall give written notice of the basis for removal to the Fire Fighter. If the basis for removal remains uncorrected for a period of ten (10) days after City has given written notice, the Fire Fighter shall be deemed removed from the Paramedic Program without further notice to the Fire Fighter; provided, however, the Fire Fighter may file within said ten (10) days written documentation with the City establishing that the failure of the Fire Fighter to timely complete the Paramedic Program was the direct result of an unforeseen and extended leave of absence due to a medical condition or similar emergency. Any Fire Fighter who is unable to timely complete the Paramedic Program due to a qualifying unforeseen leave of absence shall not be obligated to repay the Reimbursement Amount because of such failure. Any Fire Fighter who is removed from the Paramedic Program or is unable to timely complete same due to a qualifying unforeseen leave of absence shall not be eligible to continue to receive the Paramedic Incentive, and City will have no obligation to continue to provide the Paramedic Incentive for such Fire Fighter.

(e) Each Fire Fighter approved to receive the Paramedic Incentive shall apply for the Colorado Opportunity Fund Stipend with respect to any tuition for the Paramedic Program. Any Fire Fighter who fails to apply for such Stipend shall be liable to and shall pay the City the amount of the Stipend. The amount of the Stipend may be deducted and/or set off by the City from any payment or amount owed by City to the Fire Fighter; provided such deduction and/or set off will not result in a wage payment less than the amount required by the applicable minimum wage and/or overtime requirement under the Fair Labor Standards Act of 1938, 29 U.S.C. §201, et seq.

(f) Any Fire Fighter receiving the Paramedic Incentive shall provide any and all documentation requested by City with respect to compliance with any condition or limitation related to the Paramedic Incentive.

Section 3. Union shall cooperate with the City in taking all actions necessary or appropriate to assure that any period of time expended by a Fire Fighter to complete the Paramedic Program which occurs outside the regularly scheduled hours of work of the Fire Fighter shall not constitute hours worked for purposes of overtime pay or compensatory time and to assure that any Fire Fighter prior to applying for the benefit is

aware and understands that any such hours shall not constitute hours worked for purposes of overtime pay or compensatory time.

Section 4. As a condition of receiving the Paramedic Incentive, each Fire Fighter approved to receive the Paramedic Incentive shall execute the Paramedic Incentive Reimbursement Agreement in the form attached to this Agreement and labelled Exhibit 1. The parties stipulate, acknowledge and agree that the costs of the Paramedic Incentive and the amount of the reimbursement obligation (the "Reimbursement Amount") to be set forth in the attached Exhibit 1 is $13,000, and said amount shall be subsequently increased in like percentage by any percentage increase in the base wage paid the firefighter classification for each year after 2019. The Reimbursement Amount which may become due the City under the Paramedic Incentive Reimbursement Agreement may be deducted and/or set off by City from any payment or amount owed by City to the Fire Fighter; provided such deduction and/or set off will not result in a wage payment less than the amount required by the applicable minimum wage and/or overtime requirement under the Fair Labor Standards Act of 1938, 29 U.S.C. §201, et seq.

Entered into this _____ day of _____, 2023.

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL NO. 3

By _____
President

By _____
Secretary

CITY OF PUEBLO

By _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

_____
Attorney for IAFF Local No. 3

EXHIBIT 1

PARAMEDIC TRAINING REIMBURSEMENT AGREEMENT

This PARAMEDIC TRAINING REIMBURSEMENT AGREEMENT ("Agreement") is entered into this ___ day of _____, 20__, by and between Pueblo, a municipal corporation ("City") and _____ ("Employee").

WHEREAS, City and the International Association of Fire Fighters Local 3 have entered into a Collective Bargaining Agreement which provides an incentive to employees to achieve and maintain a Paramedic certification subject to and conditioned upon the employee entering into this Agreement.

WHEREAS, Employee has voluntarily applied for and desires receipt of the incentive subject to the limitations and requirements set forth in Article 58 of the Collective Bargaining Agreement between the City and the International Association of Fire Fighters Local 3 ("CBA").

WHEREAS, the costs and expenses to the City of providing and paying for the incentive are significant and the City will be unable to recoup and/or receive the benefit of such costs and expenses where the Employee prematurely leaves the employment of the City or fails to obtain and maintain a Colorado State licensure as an EMT-Paramedic.

NOW THEREFORE, in consideration of the foregoing and the mutual promises, covenants and conditions herein set forth, City and Employee agree as follows:

1. As used in this Agreement, the following terms shall have the following meanings:

> "Liquidated Credit" means twenty percent (20%) of the Reimbursement Amount for each year of service after the date the Employee successfully completes the Paramedic Program and is licensed by the State of Colorado as an EMT-Paramedic. By way of example, the Liquidated Credit for an employee who completes three years of service but not four years of service after obtaining an EMT-Paramedic certificate would be sixty percent (60%) of the Reimbursement Amount.
>
> "Paramedic Program" and "Paramedic Incentive" shall have the same meanings as are set forth in the CBA.
>
> "Reimbursement Amount" means $_____ as calculated in accordance with the CBA.

2. Employee shall receive the Paramedic Incentive subject to the limitations and requirements set forth in the CBA and conditioned upon the employee entering into this Agreement.

3. If the Employee is removed from the Paramedic Program pursuant to terms of the CBA within the first 6 months of entering the program, the Employee shall be liable to the City and obligated to pay the City the actual costs of books and tuition and said amount shall become immediately due and payable upon the date the Employee is removed from the Paramedic Program.

4. If the Employee is removed from the Paramedic Program pursuant to terms of the CBA after the first 6 months, the Employee shall be liable to the City and obligated to pay the City the Reimbursement Amount, and said amount shall become immediately due and payable upon the date the Employee is removed from the Paramedic Program.

5. In the event the Employee completes the Paramedic Program but fails to keep and maintain Employee's licensure with the State of Colorado as an EMT-Paramedic, Employee shall be liable to the City and obligated to pay the City the Reimbursement Amount less any Liquidated Credit, and said amount shall become immediately due and payable upon the date the Employee no longer has a valid paramedic certification issued by the State of Colorado.

6. In the event the Employee terminates employment with the City, Employee shall be liable to the City and obligated to pay the City the Reimbursement Amount less any Liquidated Credit, and said amount shall become immediately due and payable upon the date of such termination. This article shall not apply to members whom terminate employment due to disability or normal retirement.

7. Any amount of the Reimbursement Amount which becomes due the City may be deducted and/or set off by City from any payment or amount owed by City to Employee; provided such deduction and/or set off will not result in a wage payment less than the amount required by the applicable minimum wage and/or overtime requirement under the Fair Labor Standards Act of 1938, 29 U.S.C. §201, et seq.

8. Employee shall be liable to and will pay City for all collection expenses, court costs and reasonable attorney fees which may be incurred in the collection of any Reimbursement Amount which may become due and payable under this Agreement. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County Colorado.

Executed and effective the day and year first above written.

CITY EMPLOYEE

_____ _____

Mayor Print Name:_____

Exhibit A

AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT

This amendment to the collective bargaining agreement ("Amendment") is executed this 26th day of August, 2019, by and between Pueblo, a municipal corporation ("City"), and International Association of Fire Fighters Local No. 3 ("Union") (collectively the "Parties").

WHEREAS, City and Union are parties to a collective bargaining agreement commencing January 1, 2019 and ending December 31, 2019 ("Labor Agreement").

WHEREAS, the Parties are interested in transitioning from a fully-insured to a self-funded health insurance plan ("Self-Funded Health Benefit Plan").

WHEREAS, in order to proceed with such transition, City desires and Union is willing to agree to certain terms and conditions which will be applicable to such Self-Funded Health Benefit Plan.

NOW THEREFOR, in consideration of the foregoing and the mutual covenants herein contained, the Parties stipulate, acknowledge and agree as follows:

1. If the City elects after consultation with the Union to transition to a Self-Funded Health Benefit Plan to be available in calendar year 2020 and thereafter, the following terms and conditions shall govern such plan, shall bind the Parties and shall supersede any conflicting or inconsistent provision of the Labor Agreement:

a. Plan Design. If a Self-Funded Health Benefit Plan is provided to covered employees of Amalgamated Transit Union Division No. 662 ("Transit"), the City, Transit, Pueblo Association of Government Employees, International Brotherhood of Police Officers Local 537 and Union shall meet as a committee and confer with respect to determining the health plan design and benefits to be provided under such plan. Each party shall have one vote for a total of five (5) votes with respect to selecting such health plan design. The majority vote of the committee shall determine the plan and benefits; provided, however, if no majority vote is cast or if the plan and benefits selected will result in any increase in the current premiums, the Mayor shall determine and select such plan and benefits.

Alternatively, if a Self-Funded Health Benefit Plan is not provided to covered employees of Transit, the City, Pueblo Association of Government Employees, International Brotherhood of Police Officers Local 537 and Union shall meet as a committee and confer with respect to determining the health plan design and benefits to be provided under such plan. Each party shall have one vote for a total of four (4) votes with respect to selecting such health plan design. The majority vote of the committee shall determine the plan and benefits; provided, however, if no majority vote is cast or if the

plan and benefits selected will result in any increase in the current premiums, the Mayor shall determine and select such plan and benefits.

b. Premiums and Contributions. Premiums shall be determined by City based upon the recommendation of City's insurance broker consultant, the plan design chosen pursuant to above Subsection 1.a., and the funding level acceptable to City. Employees who are eligible and select an offered plan shall pay the cost of any applicable premium by payroll deduction subject to the contributions herein provided. The City shall pay 95% of the actual premium for an individual policy per month. The City shall pay 78% of the actual cost of a premium toward the cost of a single plus spouse, single plus child or children or family policy per month for employees. If the employee elects coverage under a PPO option, if offered, the City's contribution to payment for such PPO shall be in the same dollar amount as if the employee had elected coverage under the HMO Tier 1 option for the same coverage tier. If an employee elects coverage under a high deductible health plan with Health Savings Account ("High Deductible HSA"), if offered, the City's monthly contribution for the High Deductible HSA shall be One Hundred Dollars ($100.00) per month less than monthly contribution required for the City's HMO Tier 1 plan, at the same coverage tier, and the City will contribute Sixty Six Dollars and 67 Cents ($66.67) per month to each employee's health savings account under such High Deductible HSA.

c. Self-Funded Contracts and Documents. All contracts, programs and documents necessary to transition to and administer the Self-Funded Health Benefit Plan shall be determined and selected by City including but not limited to all costs and expenses of administrations, any third-party administration, if selected, stop loss policy, if selected, HIPAA privacy and security policies, and plan administration policies and procedures.

d. Plan assets. All assets of the Self-Funded Health Benefit Plan, including but not limited to premiums, reserves and reimbursements, shall be the property of the City to be used solely for providing benefits for enrolled employees and assuring funding of the Self-Funded Health Benefit Plan at a risk level acceptable to City.

2. For calendar year 2020, the Union waives any present or future right, contingent or otherwise, that it may have to negotiate any change to the terms and conditions of this Amendment in any successor collective bargaining agreement. The intent and purpose of the foregoing waiver is that the Self-Funded Health Benefit Plan available in calendar year 2020 shall be subject to and governed by the terms and conditions of this Amendment, and this Amendment shall be construed and applied consistent with such intent and purpose. Notwithstanding the foregoing, the City shall not be prohibited or otherwise limited by this Amendment from asserting or otherwise maintaining in any future negotiation of a successor collective bargaining agreement that any term or condition of this Amendment is not a mandatory subject of bargaining.

3. To the extent the parties negotiate a successor contract to the Labor Agreement which provides for extension of the collective bargaining agreement in calendar year 2021 or 2022 and if the City provides a Self-Funded Health Benefit Plan in calendar year 2020 and if the City does so elect to extend the term of such successor collective bargaining agreement for calendar year 2021 or 2022, the Union may commence negotiations after receipt of notice of such election with respect to the terms and conditions of this Amendment by serving notice pursuant to Section 8-14, City Charter, on or before June 20, 2020 or June 20, 2021, as applicable. If the Union exercises such option to open negotiations with respect to the terms and conditions of this Amendment, no other provision of the collective bargaining agreement shall be opened for negotiations.

4. With respect to any provision relating to determining plan design during any subsequent calendar year negotiation for a successor collective bargaining agreement after 2020, including any reopening as set forth in above Section 3, the parties expressly stipulate and agree that the then current provisions for determining plan design shall govern the method and manner in which the plan design is selected for the following calendar year even though such provisions may be amended in the successor agreement.

5. Should the City elect to discontinue the Self-Funded Health Benefit Plan, the provisions of the Labor Agreement applicable to a fully-insured health benefit plan shall be reinstated.

6. Union expressly stipulates, acknowledges and agrees that City is materially relying upon the faithful performance of each and every provision of this Amendment, and without this Amendment, including each and every provision, the City would not consider proceeding with a transition from a fully funded health insurance plan to a Self-Funded Health Benefit Plan.

7. This Amendment represents the entire agreement between the Parties and supersedes all prior discussions and written agreements or understandings with respect to the subject matter of this Amendment. This Amendment may be amended only by an instrument in writing signed by the Parties. If any provision of this Amendment is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Amendment shall continue in full force and effect. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together constitute one and the same agreement.

8. This Amendment shall be construed in accordance with and governed by the laws of the State of Colorado.

9. This Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

10. The persons signing this Amendment on behalf of Union represent and warrant that such parties and Union have the requisite power and authority to enter into, execute, and deliver this Amendment and that this Amendment is a valid and legally binding obligation of Union enforceable against Union in accordance with its terms.

Executed at Pueblo, Colorado, the day and year first above written.

UNION
INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL NO. 3

By _____
President

By _____
Secretary

CITY
Pueblo, a municipal corporation

By _____
Mayor

ATTEST:

_____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 24, 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 APPROVING A LEASE AGREEMENT BETWEEN PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND MARINE TOYS FOR TOTS FOUNDATION, A VIRGINIA NONSTOCK CORPORATION, RELATING TO A PORTION OF THE BUILDING AT 317 NORTH MAIN STREET, WAIVING AND RELEASING CERTAIN COMMON AREA MAINTENANCE AND OPERATING EXPENSE CHARGES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is an Ordinance approving a Lease Agreement between Pueblo, a Colorado Municipal Corporation, and Marine Toys for Tots Foundation, a Virginia nonstock corporation, for approximately 3,200 rentable square feet on the first floor and in the basement of the building at 317 North Main Street, commonly known as the Pope Block Building. Base rent is $0.00 for a two year initial term and for each of three one year renewal terms.

The Lease also waives the obligation of Marine Toys for Tots Foundation to pay common area maintenance and building operating expense charges for the term of the Lease, and releases the outstanding balance of $25,878.88 billed to it for ten months of 2025 under the parties' prior lease. Section 2 of the Ordinance approves that waiver and release and directs the Director of Finance to cancel the corresponding receivable.

PREVIOUS COUNCIL ACTION:

The Lease recites that the parties' prior lease was approved by Ordinance No. 10907, adopted February 10, 2025, and that the City billed Marine Toys for Tots Foundation for common area maintenance and building operating expense charges for ten months of 2025 under that lease.

BACKGROUND:

Marine Toys for Tots Foundation is a charitable organization that conducts the Marine

Toys for Tots program, through which new toys are collected and distributed to children in need. The Foundation has used space in the Pope Block Building to conduct the program in the Pueblo community. The City owns the Building.

Under the prior lease the Foundation was billed for a share of common area maintenance and building operating expenses. Those charges accumulated to an unpaid balance of $25,878.88 over ten months of 2025. The Foundation advised the City that it could not continue to operate from the Building if it remained responsible for those charges, and City staff directed it to hold the invoices while the arrangement was reconsidered.

The proposed Lease covers approximately 3,200 rentable square feet, consisting of the first floor as it currently exists and, in the basement, two offices, the bathrooms, the breakroom, and the west side for storage. The initial term is two years, with three successive one year renewal options exercisable by the Foundation on sixty days written notice. Either party may terminate the Lease for any reason on sixty days written notice. Base rent is $0.00 throughout, and the Foundation has no obligation to pay a pro rata share of building operating expenses or common area maintenance charges.

The Foundation is responsible for janitorial services and for furnishing paper products and cleaning supplies for the bathrooms and break area, for liability insurance of not less than $1 million per person and per occurrence and $250,000 for property damage naming the City as an additional insured, for worker's compensation insurance, and for indemnifying the City against claims arising out of its operations and use of the Building. Use of the Leased Premises is limited to general administrative office purposes and storage of presents and accessories, and any change of use requires the City's prior written consent. The City remains responsible for repair and maintenance of the Building and the Building common areas, and will provide up to four building access badges. Parking is to be procured under a separate agreement.

The Ordinance asks City Council to find that leasing the space at no rent, waiving the operating expense and common area maintenance charges, and releasing the accrued balance serve a valid public purpose by supporting the collection and distribution of toys to children in need in the Pueblo community, and that the obligations the Foundation undertakes under the Lease, together with that public benefit, are adequate and valuable consideration.

FINANCIAL IMPLICATIONS:

The City will receive no rent for the initial term or for any renewal term, and will receive no reimbursement of common area maintenance or building operating expenses attributable to the Leased Premises. The City will not collect the outstanding balance of $25,878.88 for 2025 charges, or any related charges accrued before the Commencement Date, and the corresponding receivable will be cancelled on the City's records. The City continues to bear the cost of repairing and maintaining the Building and the Building common areas.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the Lease will not be approved and the Marine Toys for Tots program will not have space in the Pope Block Building from which to conduct its collection and distribution in the Pueblo community. Marine Toys for Tots Foundation would also remain liable for the $25,878.88 balance billed for 2025.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Toys for Tots Lease

ORDINANCE NO.

AN ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND MARINE TOYS FOR TOTS FOUNDATION, A VIRGINIA NONSTOCK CORPORATION, RELATING TO A PORTION OF THE BUILDING AT 317 NORTH MAIN STREET, WAIVING AND RELEASING CERTAIN COMMON AREA MAINTENANCE AND OPERATING EXPENSE CHARGES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, Pueblo owns the building located at 317 North Main Street, Pueblo, Colorado, commonly known as the Pope Block Building; and

WHEREAS, Marine Toys for Tots Foundation, a Virginia nonstock corporation, is a charitable organization that conducts the Marine Toys for Tots program, through which new toys are collected and distributed to children in need in the Pueblo community; and

WHEREAS, under the parties' prior lease the City billed Marine Toys for Tots Foundation for common area maintenance and building operating expense charges for ten months of 2025, and an outstanding balance of $25,878.88 remains unpaid; and

WHEREAS, the City Council finds that leasing space within the Building to Marine Toys for Tots Foundation at no rent, waiving its obligation to pay common area maintenance and building operating expense charges, and releasing the outstanding balance of $25,878.88 each serve a valid public purpose by supporting the collection and distribution of toys to children in need in the Pueblo community; and

WHEREAS, the City Council further finds that the obligations undertaken by Marine Toys for Tots Foundation under the Lease, including janitorial services, insurance naming the City as an additional insured, indemnification of the City, and the restrictions on use of the Leased Premises, together with the public benefit conferred on the Pueblo community, constitute adequate and valuable consideration for the Lease and for the waiver and release set forth in it; and

WHEREAS, the City Council further finds that any benefit accruing to Marine Toys for Tots Foundation under the Lease is incidental to the public purpose so served; NOW, THEREFORE,

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

SECTION 1.

The Lease Agreement ("Lease") between Pueblo, a Colorado Municipal Corporation, and Marine Toys for Tots Foundation, a Virginia nonstock corporation, relating to approximately 3,200 rentable square feet on the first floor and in the basement of the building located at 317 North Main Street, Pueblo, Colorado, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The waiver and release set forth in Section 4.4 of the Lease is hereby approved. Effective as of the Commencement Date of the Lease, Pueblo waives, releases, and discharges Marine Toys for Tots Foundation from all claims, charges, amounts, and obligations

for common area maintenance and building operating expense charges accrued, billed, or otherwise attributable to its occupancy of the Leased Premises for any period before the Commencement Date, including the outstanding balance of $25,878.88. The Director of Finance is directed to cancel the corresponding receivable on the records of the City.

SECTION 3.

The Mayor is authorized to execute the Lease in the name of the City, and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 4.

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

SECTION 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

LEASE AGREEMENT

This Lease Agreement ("**Lease**") is made as of this _____ day of _____, 2026, by and between Pueblo, a Colorado home-rule municipal corporation ("**Landlord**") and Marine Toys for Tots Foundation, a Virginia Nonstock Corporation ("**Tenant**").

RECITALS

A. Landlord owns the building located at 317 North Main Street, Pueblo, Colorado, commonly known as the Pope Block Building (the "**Building**").

B. Tenant is a charitable organization that conducts the Marine Toys for Tots program, through which new toys are collected and distributed to children in need in the Pueblo community.

C. The City Council has determined that providing space within the Building to Tenant at no rent serves a valid public purpose by supporting the charitable distribution of toys to Pueblo-area children, and that the public benefit so conferred constitutes adequate and valuable consideration for this Lease.

D. Under the parties' prior lease and pursuant to Ordinance No. 10907, adopted February 10, 2025, the City billed Tenant for common area maintenance and operating-expense charges for ten (10) months of 2025, resulting in an outstanding balance of $25,878.88. The City has determined that the waiver and release of that balance, and of any related common area maintenance and operating-expense charges accrued before the Commencement Date, serves the same public purpose described in Recital C and forms part of the consideration for this Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and the public benefit described above, the parties agree as follows:

ARTICLE 1
BASIC DATA

Each reference in this Lease to any of the terms contained in this Article or otherwise defined in this Lease will be construed to incorporate the definitions or data stated under that term, defined as follows:

1.1. Building: 317 North Main Street, Pueblo, CO 81003.

1.2. Leased Premises: Rentable square feet of approximately 3,200 sq. ft. on the first floor and basement of the Pope Block Building ("**Leased Premises**"), 317 N. Main, Pueblo, CO 81003.

1.3. Term: Two (2) years (the "**Initial Term**"), with three (3) renewal options as provided in Article 3.

1.4. Commencement Date: _____, 2026.

1.5. Base Rent: $0.00, as provided in ARTICLE 4: RENT AND ADDITIONAL CHARGES.

1.6. Landlord Address: Attn: Mayor, 1 City Hall Place, 2nd Floor, Pueblo, CO 81003. Phone: (719) 553-2655.

1.7. Tenant Address: Marine Toys for Tots Foundation, 18251 Quantico Gateway Drive, Triangle, VA 22172. Phone: (703) 640-9433.

ARTICLE 2
LEASE OF PREMISES

2.1. Leased Premises. In consideration of the mutual covenants and agreements herein contained, Landlord hereby leases to Tenant the premises of 3,200 rentable square feet ("**RSF**") located in the Building (the "**Leased Premises**") together with all appurtenances.

2.2. Common Areas. Tenant shall have, as appurtenant to the Leased Premises, the non-exclusive right to use, and permit its invitees to use in common with other tenants of the Building, public lobbies, hallways, stairways, elevators, walkways necessary for access to the Leased Premises, loading areas, pedestrian sidewalks and other areas or facilities which are in the Building which are public in nature.

2.3. Repair and Maintenance. Landlord shall repair and maintain the Building and the Building common areas in good operating condition and repair.

2.4. Parking. Tenant shall procure parking in a separate agreement.

2.5. Basement Use and Furnishings.

a) The Tenant shall lease the first floor, as it currently exists, plus additional space in the basement, which shall include two offices, the basement bathrooms, breakroom, and the west side of the basement for storage.

b) All stored items must maintain a minimum of 48″ aisle space for access to the entire basement and shall not block any of the City's furniture or other items. Any pallets moved in the basement must have adequate floor protection without leaving adhesives or causing impressions in the carpet.

c) The Tenant shall be responsible for janitorial services and for furnishing paper products and cleaning supplies for the bathroom and break area.

2.6. Moving Pallet Jacks. Tenant shall not roll pallet jacks over the carpet unless something is laid down while moving items, in a pre-approved method.

2.7. Access Badges. Landlord to provide Tenant up to four (4) badges for building access (building access ends at 6 p.m. each night).

2.8. Shared Basement Storage. The Landlord stores furniture in the same basement area as Tenant.

2.9. Trash Service. Should trash service be impacted by Tenant's increased use, Landlord will have the right to reevaluate costs associated with said increase.

ARTICLE 3
TERM

3.1. Commencement Date; Term. This Lease shall have an initial term of two (2) years (the "**Initial Term**"). The Initial Term begins on the Commencement Date of _____, 2026, and terminates on _____, 2028, unless sooner terminated or extended as provided in this Lease.

3.2. Renewal Options. Tenant shall have the option to renew this Lease for up to three (3) successive renewal terms of one (1) year each (each a "**Renewal Term**"), upon the same terms and conditions as the Initial Term, including a base rent of $0.00 and the waiver of operating expenses set forth in Article 4. Tenant shall exercise each renewal option by delivering written notice to Landlord not less than sixty (60) days before the expiration of the then-current term. The Initial Term and any exercised Renewal Term are collectively the "Term."

3.3. Termination Without Cause. Tenant and Landlord may terminate this Lease, as it pertains to all, or any portion, of the Leased Premises, for any reason whatsoever, by providing the other party sixty (60) days prior written notice which shall specify the termination date and the portion of the Leased Premises being vacated.

ARTICLE 4
RENT AND ADDITIONAL CHARGES

4.1. Base Rent. Tenant's base rent for the Initial Term and for each Renewal Term shall be $0.00.

4.2. Operating Expenses Waived. Notwithstanding any other provision of this Lease, Landlord waives, for the Initial Term and each Renewal Term, any obligation of Tenant to pay a pro rata share of the Building's operating expenses, common area maintenance charges, or other additional charges of any kind. Tenant shall have no obligation to reimburse Landlord for operating expenses of the Building, including maintenance and management, utilities, repair, property taxes, use taxes, insurance, or fire systems.

4.3. Tenant's Tax Obligations. Tenant shall be solely responsible for the payment of its own tax obligations, which include, but are not limited to, sales and use taxes, personal property taxes, and any possessory interest real property tax that may be assessed against Tenant's interest in the Leased Premises. Landlord neither assumes nor waives, and has no authority to waive, any tax assessed against Tenant by any other taxing authority.

4.4. Waiver and Release of Prior Charges. As part of the consideration for this Lease and in furtherance of the public purpose recited herein, Landlord waives, releases, and forever discharges Tenant, effective as of the Commencement Date, from any and all claims, charges, amounts, and obligations for common area maintenance and building operating-expense charges accrued, billed, or otherwise attributable to Tenant's occupancy of the Leased Premises for any period before the Commencement Date, including without limitation the outstanding balance of $25,878.88 billed under Ordinance No. 10907. Landlord shall not seek reimbursement or collection of any such amount and shall cause the corresponding receivable to be cancelled on the City's records.

ARTICLE 5
USE

5.1. Use. Tenant may use the Leased Premises for general administrative office purposes and storage of presents and accessories. The Leased Premises consists of a working area on the first floor and two offices, bathrooms, break room, and an aisle for storage in the basement of the Building. Tenant is responsible for all cleaning and toiletry supplies at its own expense. Pallets used to move the presents and accessories must have mats placed on the floors to prevent marks and damage to the floors. All the aisles shall be clear and free of objects to allow ample access to all parts of the basement. Any change of use by the Tenant shall require the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

5.2. Compliance with Laws. During the Term of this Lease, Tenant shall comply with all applicable laws, rules, regulations and ordinances of all federal, state, county and municipal authorities having jurisdiction over the Leased Premises or the Building regarding Tenant's use of the Premises, provided that Tenant shall not be required to make modifications or alterations to the Building.

ARTICLE 6
ALTERATIONS AND SIGNS

6.1. Tenant's Alterations. Alterations, installations, improvements, additions or other physical changes to the Leased Premises shall not be made by the Tenant without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

6.2. Signage. The size, location, color and design of any sign placed by the Tenant on the Leased Premises or Building shall be subject to the Landlord's prior written approval, not to be unreasonably withheld.

6.3. Liens. Tenant must keep the Leased Premises and this Lease free from any mechanic's, materialman's, or similar liens or encumbrances, and any claims therefor for labor or materials furnished to Tenant. If Tenant fails to do so, Landlord may pay the amount or take such other action as Landlord deems necessary to remove such claim, lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid and costs incurred by the Landlord will be deemed additional rent under this Lease payable upon demand, without limitation as to other remedies available to Landlord.

6.4. Surrender. On the Termination Date of this Lease, Tenant shall quit and surrender the Leased Premises in substantially the same condition as they were on the Commencement Date, reasonable wear and tear excepted. Tenant may remove, but shall not be required to remove, any fixtures, alterations or improvements made to the Leased Premises, provided that Tenant repairs any damage caused by such removal. Any items of personal property not removed by Tenant on the Termination Date of this Lease may be retained or disposed of by Landlord, at Tenant's expense.

ARTICLE 7
INDEMNIFICATION AND INSURANCE

7.1. Tenant's Indemnity. Tenant shall defend, indemnify and save harmless Landlord and its agents and employees against all costs (including, without limitation, reasonable attorneys' fees), damages or claims whether for personal injury, bodily injury or property damage, during the

Term of this Lease, occurring in the Building, if caused by an act or omission by Tenant or its agents or employees, arising out of Tenant's operations or Tenant's use or occupancy of the Building.

7.2. Landlord's Insurance. Landlord is self-insured.

7.3. Liability Insurance (Landlord). During the Term of this Lease, Landlord must maintain insurance covering Landlord's liability for ownership, maintenance and use of the Building, including the Common Areas. Such insurance must provide limits of not less than $5 million with respect to injury to any one person, $5 million with respect to any one occurrence and $500,000 with respect to property damage arising out of any one occurrence.

7.4. Property Insurance. Landlord must maintain "all-risk" property insurance covering the Building against loss or damage resulting from fire or other insurable loss.

7.5. Liability Insurance (Tenant). During the Term, Tenant must maintain insurance covering Tenant's liability for occupation and use of the Leased Premises and the Building, including the Common Areas. Such insurance must provide limits of not less than $1 million with respect to injury to any one person, $1 million with respect to any one occurrence and $250,000 with respect to property damage arising out of any one occurrence. Tenant shall list the Landlord as additional insured on its liability insurance policy.

7.6. Worker's Compensation Insurance. Tenant shall maintain and keep in force an all-employees compensation insurance policy as required under the laws of the State of Colorado.

7.7. Insurance Requirements. All insurance required to be carried by the parties hereunder shall be issued by responsible insurance companies qualified to do business in the State of Colorado. The parties further agree to provide each other with copies of certificates of insurance for all policies required as well as annual proof of payment of premiums.

7.8. Waiver of Subrogation. The parties to this Lease hereby release each other and their respective officers, agents, managers, directors, and employees from any and all claims and demands for loss, damages, expense or injury to any person or the Building or to personal property or improvements which are caused by or result from any risk insured against under insurance policies carried or required to be carried by the parties and in force at the time of any such loss, to the extent such loss is covered by such parties' policies. The parties shall each obtain from their respective insurers waivers of all rights of subrogation, which the insurer of one party might have against the other party and Landlord and Tenant shall each indemnify the other against any loss or expense, including reasonable attorneys' fees, resulting from the failure to obtain such waivers of subrogation.

ARTICLE 8
ASSIGNMENT

8.1. Internal Assignments. Tenant must obtain Landlord's consent to assign this Lease or the Leased Premises (or any part thereof). Any assignment without Landlord's written consent is void.

ARTICLE 9

CASUALTY AND RESTORATION

9.1. Restoration. Upon any damage due to fire or other casualty, if such casualty results in damage to more than 5% of the gross leasable area of the Building, Landlord may, in its sole discretion, upon thirty (30) days written notice to Tenant after such casualty, terminate this Lease. Landlord may also, in its sole discretion, undertake restoration of the Building and complete such restoration, with due diligence, after such casualty. If there is damage to the Premises or Building such that Tenant will not be able to reasonably use the Premises for ninety (90) days, then Tenant shall have the right to terminate this Lease by delivery of written notice to Landlord.

9.2. Equitable Adjustment. Upon any damage due to fire or other casualty, whether or not Landlord decides to undertake restoration of the Building, the parties agree that any obligation of Tenant relating to the Leased Premises shall be equitably abated and apportioned from the date of such casualty until such repairs are completed or until Tenant vacates the Leased Premises.

ARTICLE 10
DEFAULT AND REMEDIES

10.1. Tenant's Default. If Tenant (a) fails to perform or observe agreement or condition contained in this Lease, and such failure is not corrected within thirty (30) days after Tenant receives notice from Landlord of such failure, then, in addition to all other remedies available at law or in equity, Landlord has the right to terminate this Lease and recover possession of the Leased Premises in the manner prescribed by law.

10.2. Landlord's Default. If Landlord fails to perform or observe any agreement or condition contained herein, and such failure is not corrected within thirty (30) days after Landlord receives notice from Tenant of such failure, then, in addition to all other remedies available at law or in equity, Tenant has the right to terminate this Lease.

10.3. Disputes. In the event of an unresolved dispute between Landlord and Tenant regarding the performance by either party of an obligation or condition of this Lease, as a condition precedent to the filing of litigation, authorized representatives of Landlord and Tenant will use good faith and commercially reasonable efforts to resolve such disputes.

ARTICLE 11
GENERAL PROVISIONS

11.1. Notices. Notices, consents, and demands required or permitted to be given hereunder must be in writing and be effective when received or refused, whether by hand delivery, nationally recognized overnight courier (with evidence of receipt or refusal), or U.S. Mail (return receipt requested), to the parties' respective Address stated in Article 1 of this Lease, or to such other address as the parties designate by written notice to each other, and each party may identify additional parties to receive copies of same.

11.2. Holding Over. Should Tenant hold over in possession of the Leased Premises after the expiration of the Term, as extended, such holding over shall not be deemed to extend the Term or renew this Lease, but this Lease will continue as a tenancy from month to month upon the terms and conditions stated herein.

11.3. Waiver/Remedies. The failure of Landlord or Tenant to insist upon strict performance by the other of any of the provisions of this Lease or to exercise any option herein conferred will not be deemed a waiver or relinquishment for the future of any such provision or option. Except as expressly provided otherwise herein, all rights and remedies provided for herein or otherwise existing at law or in equity are cumulative, and the exercise of one or more rights or remedies by either party shall not preclude or waive its right to the exercise of any or all of the others.

11.4. Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstance is, at any time or to any extent, invalid or unenforceable, the remainder of this Lease will not be affected thereby, and each such provision will be valid and will be enforced to the fullest extent permitted by law.

11.5. Attorneys' Fees. In the case of any litigation among the parties under this Lease, the prevailing party will be entitled to reimbursement for its reasonable costs, including reasonable attorneys' fees, incurred in any such dispute.

11.6. Entire Agreement. This Lease contains the entire and exclusive agreement between the parties relating to the Leased Premises, and may not be modified except by written instrument signed by the party to be bound thereby.

11.7. Venue and Waiver of Trial by Jury. In the event of any litigation arising under this Lease, exclusive venue for any such litigation shall be Pueblo County, Colorado. All such litigation shall be filed in the District Court and each party submits to the jurisdiction of such District Court. Landlord and Tenant hereby waive trial by jury in any action, proceeding, or counterclaim brought by either against the other, upon any matters whatsoever arising out of or in any way connected with this Lease, Tenant's use or occupancy of the Premises, and/or any claim of injury or damage.

11.8. Relationship of the Parties. Neither party shall be, or hold itself out as, agent of the other or as joint venturers or partners under this Lease.

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

11.10. No Third Party Beneficiaries. The provisions of this Lease 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 Lease.

11.11. Counterparts. This Lease 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.

11.12. Survival. Whether or not specifically noted within any section or provision of this Lease, any provision of this Lease which must survive termination of this Lease in order to be effective will so survive such termination.

IN WITNESS WHEREOF, this Lease is executed and delivered as of the date first above written.

TENANT:

Mike Stuckey
Signature

Mike Stuckey Vice President, Operations
Printed Name and Title

August 12, 2026
Date

LANDLORD:
CITY OF PUEBLO

Heather Graham, Mayor

[SEAL]

ATTEST

Clyde Bishop, City Clerk

Approved as to Form:

Carla Sikes, City Attorney

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 24, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: AN ORDINANCE APPROVING A T-HANGAR LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND ANWAAR SAEED ALLEN FOR HANGAR UNIT E AT 31501 BRYAN CIRCLE, PUEBLO, COLORADO

SUMMARY:

Attached is an Ordinance approving a T-Hangar Lease Agreement between the City of Pueblo and Anwaar Saeed Allen for Hangar Unit E at 31501 Bryan Circle, located at the City's east-side T-hangar complex at Pueblo Memorial Airport. The Lease commences September 15, 2026, has an initial term of one year with up to four one-year renewal options, and provides monthly rent of $265.00 established by Ordinance No. 10811. The rate is subject to adjustment by ordinance of the City Council, including a Consumer Price Index adjustment provided by Ordinance No. 10811 commencing January 1, 2029.

PREVIOUS COUNCIL ACTION:

City Council established the $265.00 monthly T-Hangar rental rate at 31501 Bryan Circle by Ordinance No. 10811, adopted on final reading October 15, 2024, and approved by the Mayor October 17, 2024, which repealed Resolution No. 9389. Ordinance No. 10811 provides for a Consumer Price Index adjustment to the rate every five years commencing January 1, 2029.

BACKGROUND:

The City of Pueblo owns and operates Pueblo Memorial Airport, including the T-hangar complex located on the east side of the airfield at 31501 Bryan Circle. Hangar Unit E at that complex is presently vacant. Mr. Allen has applied to lease Hangar Unit E for the storage of an aircraft.

The Lease has an initial term of one year commencing September 15, 2026, with four one-year renewal options exercisable by Mr. Allen on at least fifteen days' written

notice. The aggregate term, including all renewals, is capped at five years. Either party may terminate the Lease on fourteen days' written notice. Mr. Allen is required to maintain aircraft liability insurance with limits of $1,000,000 per occurrence, including a sublimit of not less than One Million Dollars ($1,000,000.00) for premises liability, naming the City as additional insured and loss payee. The Premises are leased AS IS, and Mr. Allen assumes the risk of loss, damage, or injury with respect to the Aircraft and personal property kept at the Premises.

The Lease has been approved as to form by the City Attorney.

FINANCIAL IMPLICATIONS:

The City will receive $265.00 per month, or $3,180.00 over the initial one-year term, in rental revenue. The rate is established by Ordinance No. 10811 and is subject to adjustment by ordinance of the City Council. Assuming no adjustment, total rental revenue over the maximum five-year aggregate term would be $15,900.00. That figure does not account for the Consumer Price Index adjustment that Ordinance No. 10811 provides for on January 1, 2029, which falls within the renewal period of this Lease. Section 3 of Ordinance No. 10811 dedicates the net proceeds of these rental rates to the operation, maintenance, and improvement of the Airport.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, Hangar Unit E will remain vacant and the City will forgo the rental revenue described above.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Allen 2026 09 15 Lease Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING A T-HANGAR LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND ANWAAR SAEED ALLEN FOR HANGAR UNIT E AT 31501 BRYAN CIRCLE, PUEBLO, COLORADO

WHEREAS, the City of Pueblo owns and operates the Pueblo Memorial Airport ("Airport"), the City having authority under C.R.S. §§ 41-4-201 and 41-4-204 to acquire, establish, construct, own, control, lease, equip, improve, maintain, operate, and regulate the Airport, and to exact and require charges, fees, and tolls in connection therewith; and

WHEREAS, the City owns and manages the T-Hangar facility identified herein and desires to lease one such T-Hangar unit to Lessee for the storage of an aircraft, and Lessee desires to lease the same upon the terms and conditions set forth herein; Now, THEREFORE,

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

SECTION 1.

The T-Hangar Lease Agreement ("Agreement") between the City of Pueblo, a Colorado Municipal Corporation, and Anwaar Saeed Allen, dated September 15, 2026, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute the Agreement in the name of the City, and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

CITY OF PUEBLO
DEPARTMENT OF AVIATION
T-HANGAR LEASE AGREEMENT

This T-Hangar Lease Agreement ("**Lease**") is entered into this 15th day of September 2026 ("**Effective Date**"), between the City of Pueblo, a Colorado home rule Municipal Corporation ("**City**"), and Anwaar Saeed Allen, whose address is 401 South Falcon Drive, Pueblo West, Colorado 81007 ("**Lessee**").

RECITALS

WHEREAS, the City of Pueblo owns and operates the Pueblo Memorial Airport ("**Airport**"), the City having authority under C.R.S. §§ 41-4-201 and 41-4-204 to acquire, establish, construct, own, control, lease, equip, improve, maintain, operate, and regulate the Airport, and to exact and require charges, fees, and tolls in connection therewith; and

WHEREAS, the City owns and manages the T-Hangar facility identified herein and desires to lease one such T-Hangar unit to Lessee for the storage of an aircraft, and Lessee desires to lease the same upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises, covenants, and conditions contained herein, the sufficiency of which is hereby acknowledged, City and Lessee agree as follows:

ARTICLE I. LEASED PREMISES

1. **PREMISES AND AIRCRAFT.** City leases to Lessee the T-Hangar unit located at the Airport and identified as Hangar E at 31501 Bryan Circle, Pueblo, Colorado ("**Premises**"), for the sole purpose of storing one (1) aircraft bearing FAA registration number ("**N-number**") N44161 ("**Aircraft**"). The Aircraft shall be continuously registered with the Federal Aviation Administration ("**FAA**") throughout the term of this Lease. Lessee shall report any change in the Aircraft N-number to City in writing within fourteen (14) days of the change so that City may comply with applicable FAA reporting requirements.

2. **SUBJECT TO ENCUMBRANCES.** Lessee's tenancy is subject to all easements, rights of way, covenants, conditions, restrictions, reservations, and limitations of record, and to all applicable zoning and land use laws, ordinances, codes, and regulations, including all conditions, regulations, restrictions, and requirements imposed by the FAA governing the Premises and its use.

3. **ACCEPTANCE AS IS.** The Premises are leased "AS IS, WHERE IS, WITH ALL FAULTS." City makes no representation or warranty, express or implied, as to suitability, fitness for a particular purpose, title, zoning, physical or environmental condition, utilities, governmental approvals, or compliance of the Premises with any law or regulation. Lessee's taking of possession is conclusive evidence that Lessee accepts the Premises in their present condition.

ARTICLE II. TERM AND RENEWAL

4. INITIAL TERM. The initial term of this Lease shall be one (1) year, commencing on the Effective Date and ending at 11:59 p.m. on the day before the first anniversary of the Effective Date, unless earlier terminated as provided herein.

5. RENEWAL OPTIONS. Lessee shall have the option to renew this Lease for up to four (4) successive renewal terms of one (1) year each. To exercise a renewal option, Lessee shall provide written notice to the Director of Aviation no later than fifteen (15) days prior to the expiration of the initial term or renewal term then in effect. If Lessee fails to provide timely renewal notice, this Lease shall terminate at the expiration of the then-current term, and Lessee shall surrender possession in accordance with Section 46. Lessee's renewal option is contingent on Lessee not being in default of this Lease at the time of renewal notice and on Lessee having no uncured material breach during the initial term or any renewal term then in effect; the Director of Aviation shall determine in good faith whether this condition is satisfied. Renewal at the Rent then in effect under Section 8 shall not require further action by City Council, the parties having agreed to the renewal mechanism set forth in this Lease. In no event shall the aggregate term of this Lease, including the initial term and all renewal terms, exceed five (5) years.

6. EARLY TERMINATION. Either party may terminate this Lease, with or without cause, by providing the other party at least fourteen (14) days' prior written notice stating the date on which the Lease shall terminate.

ARTICLE III. RENT, TAXES, AND FEES

7. MONTHLY RENT. Lessee shall pay to City monthly rent in the amount established for the T-Hangar unit type comprising the Premises by ordinance of the City Council, as the same may be amended from time to time ("**Rent**"). The Rent in effect on the Effective Date is two hundred sixty-five Dollars ($265.00) per month. Rent is payable in advance without notice or demand on or before the tenth (10^{th}) day of each calendar month at the address designated by City. Rent includes all utilities furnished by City to the Premises. No utilities other than those furnished by City shall be provided or permitted at the Premises without the prior written approval of the Director of Aviation.

8. ADJUSTMENT OF RENT. The Rent is established by ordinance of the City Council. The Rent shall remain fixed at the amount in effect on the Effective Date until adjusted by ordinance of the City Council. An adjustment that takes effect during the initial term or any renewal term then in effect shall apply to the Premises on the effective date of the adjustment, prorated for any partial calendar month, and shall continue to apply to each subsequent renewal term elected by Lessee under Section 5 until further adjusted. City shall provide Lessee written notice of any adjustment to the Rent at least thirty (30) days before the adjustment takes effect. Lessee acknowledges that Ordinance No. 10811, as the same may be amended or superseded, provides for adjustment of the Rent by the Consumer Price Index for All Urban Consumers (CPI-U), All Items, as published by the Bureau of Labor Statistics of the United States Department of Labor, every five (5) years commencing January 1, 2029.

9. **LATE CHARGE AND DEFAULT INTEREST.** Rent not received by City on or before the fifteenth (15th) day of the month in which it is due shall be subject to a late charge of Twenty-Five Dollars ($25.00). Any Rent or other sum due under this Lease that remains unpaid thirty (30) days after the due date shall accrue interest at the rate of eight percent (8%) per annum, calculated from the original due date until paid in full. Late charges and interest are in addition to, and not in lieu of, any other remedy available to City under this Lease or at law.

10. **TAXES AND POSSESSORY INTEREST.** Lessee shall promptly pay when due all taxes, fees, licenses, and other governmental charges assessed against or applicable to the Premises or Lessee's use thereof. Lessee acknowledges that Pueblo County assesses a possessory interest tax against lessees of municipal property and that such tax is the responsibility of Lessee. City is a tax-exempt entity and shall not be liable for any tax of Lessee. Lessee acknowledges that multiple taxes and costs are associated with owning and operating an aircraft, including the leasing of hangar space, and that all such taxes and costs shall be paid by Lessee whether or not Lessee was aware of them.

ARTICLE IV. USE OF PREMISES

11. **PERMITTED USE.** The Premises shall be used solely for the storage of the Aircraft and for the following incidental, non-commercial uses associated with such storage: (i) storage of aircraft parts, tools, and supplies belonging to Lessee and directly associated with the Aircraft; (ii) storage of one (1) operable personal vehicle owned by Lessee while Lessee is operating the Aircraft away from the Airport; (iii) preventive maintenance performed on the Aircraft by Lessee personally, to the extent authorized by 14 C.F.R. Part 43, Appendix A, paragraph (c); and (iv) such other incidental uses as the Director of Aviation may approve in writing. All other uses are prohibited.

12. **AERONAUTICAL USE REQUIRED.** All uses of the Premises shall be substantially aeronautical in nature. The Premises shall not be used for residential purposes, for any commercial operation, or for the storage of non-aeronautical personal property. The Premises shall not be used for the storage of automobiles, except as authorized by Section 11 herein. Failure to comply with this Section is a material breach of this Lease.

13. **MAINTENANCE BY OTHERS.** No person other than Lessee or a regular employee of Lessee may perform services on the Aircraft on the Premises beyond preventive maintenance as defined in 14 C.F.R. Part 43, Appendix A, paragraph (c). Any maintenance exceeding preventive maintenance shall be performed only by an authorized person at a location approved for such activity by the Director of Aviation.

14. **OPERATIONAL RESTRICTIONS.** Lessee shall comply with the following operational requirements: (i) hangar doors shall remain closed and locked except when the Premises are attended by Lessee; (ii) drive-through gates entering the Air Operations Area shall be kept closed and locked at all times except for ingress and egress; (iii) only automobiles belonging to owners of aircraft hangared on the Airport shall be permitted in the Air Operations Area; (iv) automobiles shall be parked in designated parking spaces or within the hangar; (v) no person or automobile shall go beyond the immediate vicinity of the Premises without the prior written consent of the Director of Aviation; (vi) Lessee shall provide drip

pans of non-flammable material under the Aircraft to prevent damage to the floor; and (vii) mounting, hanging, suspending, or otherwise installing any item from the ceiling, support beams, or roofing structure of the hangar is prohibited.

15. **PROHIBITED MATERIALS.** No flammable liquids or hazardous materials shall be used or stored on the Premises, except for fuel contained in the Aircraft fuel tanks or in the tank of a properly parked stored automobile.

16. **LESSEE MAINTENANCE.** Lessee shall, at its own expense, keep the Premises neat, clean, safe, and orderly at all times, free of waste, rubbish, and debris, and shall provide for the sanitary handling and disposal of all trash, garbage, and refuse resulting from Lessee's activities at the Airport. No outside storage of parts, materials, equipment, inventory, or other property is permitted. Lessee is responsible for snow removal within five (5) feet of the hangar door.

ARTICLE V. INSURANCE; INDEMNIFICATION; RISK OF LOSS

17. **REQUIRED INSURANCE.** Lessee, at its sole cost and expense, shall procure and maintain in full force during the term of this Lease a policy of aircraft liability insurance covering the Aircraft and Lessee's use of the Premises, with a combined single limit of not less than One Million Dollars ($1,000,000.00) per occurrence, including a sublimit of not less than One Million Dollars ($1,000,000.00) for premises liability. Coverage shall include, without limitation, legal liability for property damage, bodily injuries, and deaths of persons in connection with the operation, maintenance, or use of the Premises, including acts or omissions of Lessee. The policy shall name the City of Pueblo, its officers, employees, and agents, as additional insured and shall include a waiver of subrogation in favor of City. The policy shall provide that it cannot be canceled or materially altered by the insured or the insurance company unless thirty (30) days' prior written notice is given to City. Lessee shall furnish a certificate of insurance evidencing such coverage upon execution of this Lease and upon issuance or renewal of any such policy thereafter. Lessee shall notify the Director of Aviation in writing of any change, expiration, or non-renewal within two (2) weeks of such event.

18. **INDEMNIFICATION.** Lessee shall indemnify, defend, and hold harmless City and its officers, agents, representatives, and employees from and against any and all penalties, liability, or loss, including costs and reasonable attorney fees, resulting from claims or court action, whether civil, criminal, or in equity, arising directly or indirectly from: (i) the acts or omissions of Lessee, its agents, employees, contractors, or guests; (ii) any occurrence in, on, or about the Premises; (iii) any condition of the Premises or any equipment, appurtenance, or activity thereon; or (iv) any injury or damage caused or occasioned in connection with Lessee's use or occupancy of the Premises. Nothing in this Lease is intended to waive, limit, or otherwise affect any immunity or limitation of liability conferred upon City under federal or state law, including the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., as amended.

19. **RISK OF LOSS.** Lessee assumes all risk of loss, damage, injury, and liability with respect to Lessee, Lessee's guests, the Aircraft, Lessee's improvements, and Lessee's personal

property in or upon the Premises. City shall not be liable or responsible for any such loss, damage, or injury, regardless of cause, including the negligence of City, its officers, agents, or employees. Lessee shall not hold or attempt to hold City liable for any injury, including loss of life, to any person or for damage to any property while on the Premises or the Airport, irrespective of how such injury or damage may be caused or occasioned.

ARTICLE VI. RIGHTS AND PRIVILEGES OF LESSEE

20. **EXCLUSIVE USE.** Subject to the rights reserved to City herein, Lessee shall have the exclusive use of the Premises for the purpose of storing the Aircraft and for the incidental uses set forth in Section 11. Lessee shall not assign this Lease or sublet the Premises or any part thereof.

21. **IMPROVEMENTS AND ALTERATIONS.** Except as specifically authorized herein, Lessee shall not, without the prior written approval of the Director of Aviation, make improvements, modifications, revisions, signs, or other alterations to the Premises. All improvements, modifications, revisions, signs, and alterations shall be at Lessee's sole expense and shall be performed by trade professionals licensed, insured, and permitted to conduct business within the City of Pueblo. Upon expiration or termination of this Lease, Lessee shall remove all such improvements at no cost to City; provided, however, that City may, on a case-by-case basis, allow improvements to remain, in which case City shall not be liable to Lessee for the cost thereof.

22. **NO ENCUMBRANCE.** Lessee shall not, directly or indirectly, voluntarily or involuntarily, mortgage, pledge, hypothecate, or otherwise encumber, or permit to be encumbered, the Premises, the leasehold interest created by this Lease, or any portion thereof or interest therein, by deed of trust, mortgage, lien, security interest, or other encumbrance of any kind. Any encumbrance recorded or asserted in violation of this Section shall be void as against City and shall constitute a material default of this Lease. Lessee shall, at Lessee's sole cost and expense, take all action necessary to remove and release any such encumbrance within ten (10) days of written notice from City. City shall have no obligation to subordinate its fee interest in the Airport to any encumbrance asserted against the leasehold. City's mechanic's lien rights under the laws of the State of Colorado are unaffected by this Section.

23. **INGRESS AND EGRESS.** Lessee, its employees, and invitees shall have the right of ingress and egress between designated airport access points and the Premises over, upon, and through such streets and not others as may be designated by the Director of Aviation from time to time. Driveways from existing streets into the Premises shall be located as designated by the Director of Aviation.

ARTICLE VII. RIGHTS AND PRIVILEGES OF CITY

24. **RESERVED RIGHTS.** All rights not herein granted to Lessee are reserved to City.

25. **RIGHT OF ENTRY AND INSPECTION.** City shall have the full and unrestricted right to enter upon those portions of the Airport occupied by Lessee, and City, its agents, or representatives shall be permitted to inspect the Premises during regular business hours or upon twenty-

four (24) hours' notice to Lessee. In the event of an emergency, City may enter the Premises without prior notice. Lessee shall not inhibit, obstruct, delay, or refuse to allow City's entry or inspection authorized under this Section, and any such inhibition, obstruction, delay, or refusal shall constitute a material default of this Lease and grounds for immediate termination under Article X.

26. **MAINTENANCE OF AIRPORT FACILITIES.** City reserves the right, but not the obligation, to maintain and keep in repair the landing areas of the Airport and all publicly owned facilities of the Airport. City shall not be obligated to Lessee for any failure to maintain or repair such areas or facilities.

27. **Construction and Operational Restrictions.** Lessee acknowledges that the Airport is a public-use facility, the operation of which may from time to time require the temporary restriction of Lessee's access to the Premises or otherwise inconvenience or interrupt Lessee's operations at the Airport. Such circumstances include, without limitation: (i) programs of construction, reconstruction, expansion, relocation, maintenance, and repair at and to the Airport undertaken by City to ensure that the Airport and its facilities are suitable for the volume and character of air traffic and flight activity; (ii) airshows and other aerial demonstrations conducted at or in the vicinity of the Airport; (iii) flight restrictions imposed by the Federal Aviation Administration in the proximity of the President, Vice President, or other federally protected parties; (iv) temporary flight restrictions over disaster or hazard areas; (v) military operations conducted at or in the vicinity of the Airport; and (vi) emergency response, public safety, or security operations. City shall provide Lessee with reasonable advance notice of any such restriction or activity when feasible, except where notice is impracticable, prohibited by federal authority, or would compromise the operation. Lessee waives any claim against City or its officers, agents, employees, contractors, subcontractors, and representatives for damages, rent abatement, or other consideration arising from any such restriction, inconvenience, or interruption, and Lessee's obligations under this Lease, including the obligation to pay Rent, shall continue without interruption.

28. **RESERVATION OF AIRSPACE.** There is hereby reserved to City, its successors, and assigns, 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 Premises, together with the right to cause in such airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the air, using such airspace or landing at, taking off from, or operating at the Airport.

29. **RIGHT TO DEVELOP.** City reserves the right, without any obligation to do so, to develop, modify, change, improve, or abandon the Airport or any part thereof as City may determine in its sole discretion, at any time, regardless of the desires or views of Lessee, and without interference or hindrance from Lessee or liability to Lessee.

30. **CITY MAINTENANCE OBLIGATION.** City shall maintain the floor, walls, roof, and doors of the Premises, except that the cost of repair for any damage to the same caused by Lessee, its employees, agents, or invitees shall be borne solely by Lessee.

31. **NO LIABILITY FOR LESSEE PROPERTY.** All risk of loss or damage to the Aircraft and to other personal property of Lessee in or upon the Premises is assumed by Lessee. City shall not

be liable or responsible for any loss or damage to such property regardless of cause, including the negligence of City, its officers, agents, or employees.

ARTICLE VIII. FAA AND FEDERAL COMPLIANCE

32. **SUBORDINATION TO FEDERAL AGREEMENTS.** This Lease and all the provisions hereof are subject to all rights the United States Government now has or may in the future have or acquire affecting the control, operation, regulation, re-entry upon, and taking over of the Airport, including the Premises.

33. **NO EXCLUSIVE RIGHTS.** Nothing herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. § 40103(e).

34. **TITLE VI COVENANT.** Lessee, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that: (i) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of the Premises; (ii) in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination; and (iii) Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 C.F.R. Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

35. **CONSTRUCTION AND USE OF FACILITIES.** Lessee, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all requirements imposed pursuant to 49 C.F.R. Part 21, as said Regulations may be amended.

36. **GENERAL CIVIL RIGHTS COMPLIANCE.** In all activities within the scope of the airport program, Lessee agrees to comply with pertinent statutes, Executive Orders, and rules identified in the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as referenced in Section 37, to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability, be excluded from participating in any activity conducted with or benefiting from federal assistance. This Section is in addition to, and not in lieu of, the covenants set forth in Sections 34 and 35.

37. **PERTINENT NONDISCRIMINATION AUTHORITIES.**

    During the performance of this Lease, Lessee, for itself, its assignees, and successors in interest, agrees to comply with the following nondiscrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, or national origin);
- 49 C.F.R. Part 21 (Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability), and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131–12189), as implemented by 49 C.F.R. Parts 37 and 38;
- 49 U.S.C. § 47123 (FAA nondiscrimination provision); and
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency.

ARTICLE IX. ENVIRONMENTAL PROVISIONS

38. HAZARDOUS MATERIALS DEFINED. For purposes of this Lease, "Hazardous Materials" means any hazardous or toxic substance, material, or waste regulated by any local government authority, the State of Colorado, or the United States government, including without limitation: (i) 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"); (ii) asbestos-containing materials; (iii) PCBs; (iv) petroleum or petroleum-based products; and (v) lead.

39. ENVIRONMENTAL COMPLIANCE. Lessee shall comply with all Environmental Regulations applicable to Lessee and its use of the Premises. No activity shall be undertaken by Lessee, its guests, employees, agents, contractors, or subcontractors on, or any portion of, the Premises that 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 Premises in violation of any Environmental Regulation; (ii) any portion of the Premises to become a hazardous waste treatment, storage, or disposal facility without proper governmental authorization and 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 proper governmental authorization and compliance with all Environmental Regulations, including the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., and the Clean Air Act, 42 U.S.C. § 7401 et seq.

40. ENVIRONMENTAL INDEMNITY. Lessee shall defend, indemnify, and forever hold harmless City and its officers, employees, agents, successors, and assigns from all claims, losses, damages, penalties, expenses, and costs, including reasonable attorney fees, characterization, remediation, 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 Premises by Lessee, its employees, agents, guests, contractors, or subcontractors.

ARTICLE X. DEFAULT, REMEDIES, AND TERMINATION

41. **EVENTS OF DEFAULT.** Each of the following constitutes an event of default under this Lease: (i) failure of Lessee to pay any Rent, fee, or other sum due under this Lease when due; (ii) failure of Lessee to perform any other obligation under this Lease; (iii) violation by Lessee of any airport security rule, now or hereafter in effect; (iv) the declaration of insolvency or bankruptcy of Lessee, the assignment of Lessee's property for the benefit of creditors, the levy upon or seizure of Lessee's leasehold interest by writ of any court of law, or the appointment of a Trustee in Bankruptcy or Receiver for the property of Lessee; (v) abandonment of the Premises; (vi) inhibition, obstruction, delay, or refusal by Lessee of City's entry or inspection authorized under Section 25; (vii) assignment of this Lease in violation of Section 20; (viii) subletting of the Premises in violation of Section 20; or (ix) any encumbrance of the Premises or the leasehold interest in violation of Section 22.

42. **TERMINATION ON DEFAULT.** Upon the occurrence of an event of default in payment, or any breach of the covenants or agreements herein, City may declare this Lease terminated, and after the expiration of fourteen (14) days from the date of service of a written notice of termination, City shall be entitled to possession of the Premises. Upon the occurrence of an event of default related to insolvency or bankruptcy under Section 41(iv), City may, at its option, immediately terminate this Lease and retake possession of the Premises with or without notice, notice being expressly waived, without working any forfeiture of any accrued obligations of Lessee. Violation of airport security rules, interference with City's right of entry or inspection under Section 25, or any breach of Section 20 (assignment or subletting) or Section 22 (encumbrance), shall be grounds for immediate termination of this Lease.

43. **REMEDIES ON DEFAULT.** If, after notice of termination as provided herein, Lessee shall refuse to surrender and deliver possession of the Premises, City may, without further notice or demand, enter upon and take possession of the Premises, expel and remove Lessee, using such help, assistance, and force as may be needful and proper, without prejudice to any remedy allowed by law. If the Premises are left vacant and any Rent reserved remains unpaid, City may, without obligation to do so and without terminating this Lease, retake possession of the Premises and re-let the same for such rent and upon such conditions as City deems best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and Lessee shall be liable for the balance of the Rent reserved until the expiration of this Lease.

44. **CITY'S LIEN.** In the event this Lease is terminated as herein provided, City shall have, and Lessee hereby grants, a lien upon Lessee's equipment, fixtures, furniture, and inventory in or upon the Premises for all Rent, expenses, attorney fees, and costs then due or to become payable by Lessee. Such lien may be enforced by the taking and sale of such property in the manner provided for the disposition of collateral under the Colorado Uniform Commercial Code.

45. **HOLDOVER.** If, after the expiration of the term of this Lease, Lessee remains in possession of the Premises and continues to pay Rent without any express written agreement as to such holding over, Lessee shall be a month-to-month tenant subject to all terms and covenants of

this Lease, except that during the term of any month-to-month tenancy, City or Lessee may terminate this Lease upon fourteen (14) days' prior written notice.

46. SURRENDER OF PREMISES. Without affecting any other right granted to City under this Lease, Lessee shall remove the Aircraft and any personal property from the Premises within seven (7) days after termination of this Lease. Should Lessee fail to remove such property within that seven-day period, City shall have the right to enter and remove the property, and Lessee shall be liable for all costs of removal. Unclaimed property shall be deemed abandoned and may be disposed of in any manner City deems appropriate. Should City sell the abandoned property, the proceeds shall first be applied to costs due to City, and any remaining amount shall be forwarded to Lessee.

47. ATTORNEY FEES. Lessee shall pay City all costs, including reasonable attorney fees, incurred by City in recovering any Rent or other money due and unpaid or in recovering possession of the Premises after termination of this Lease.

ARTICLE XI. NOTICES

48. NOTICE REQUIREMENTS. Any notice, demand, or request provided in this Lease shall be in writing and given by either: (i) certified mail, return receipt requested, to the address of the receiving party as follows:

To City:	To Lessee:
Director of Aviation 31201 Bryan Circle Pueblo, CO 81001 airportInfo@pueblo.us	Anwaar Saeed Allen 401 South Falcon Drive Pueblo West, CO 81007 anwaarallen@gmail.com

or, (ii) electronic mail, transmitted to the email address designated by the receiving party with a copy concurrently sent by certified mail, return receipt requested. Notice shall be deemed given on the date of mailing for certified mail, or, if delivered by electronic mail, on the date of confirmed transmission, provided that the required certified mail copy is also sent on or before the next business day.

ARTICLE XII. GENERAL CONDITIONS

49. SUBORDINATION TO CODE, RULES, AND REGULATIONS. The terms and conditions of this Lease and Lessee's rights hereunder are subject to the provisions of the Pueblo Municipal Code ("**PMC**"), as the same may be subsequently amended, including without limitation Title III thereof relating to the Department of Aviation, and to the Airport Rules and Regulations adopted by the Director of Aviation, as amended from time to time. In the event of conflict between the PMC and this Lease, the PMC shall control. Lessee shall observe faithfully all rules and regulations affecting use of the Airport, whether established by the Director of Aviation, the City, or other political subdivision having jurisdiction, the State of Colorado, or the United States, or agencies thereof, including rules affecting the operation of motor vehicles upon, to, and from the Airport. Lessee, and all officers, agents, and employees of

Lessee, agree to be bound by and subject to all police ordinances of the City of Pueblo at all times while on the Airport.

50. **NON-INTERFERENCE WITH AIRCRAFT OPERATIONS.** Lessee, by accepting this Lease, expressly agrees for itself, its successors, and assigns that it shall not make use of the Premises in any manner that might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the foregoing covenant is breached, City reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of Lessee.

51. **GOVERNING LAW AND VENUE.** This Lease shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any action arising under or for the enforcement of this Lease shall lie exclusively in a state court of competent jurisdiction located in Pueblo County, Colorado.

52. **NO THIRD-PARTY BENEFICIARIES.** Nothing in this Lease is intended, nor shall it be construed, to create any rights, claims, or benefits in any third party, or to assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred upon City under federal or state law, including the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq.

53. **NO PARTNERSHIP OR JOINT VENTURE.** Nothing in this Lease is intended to, nor shall be deemed to, constitute a partnership or joint venture between the parties, or to create any agency or partner relationship between the parties. Neither party shall hold itself out as a partner, joint venturer, agent, or representative of the other under this Lease.

54. **SUCCESSORS AND ASSIGNS.** All covenants and agreements in this Lease shall be binding upon and inure to the benefit of the heirs, successors, assigns, and legal representatives of City and Lessee, subject to the restrictions on assignment and subletting set forth herein.

55. **SEVERABILITY.** If any provision of this Lease is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remainder of this Lease shall remain in full force and effect, and the invalid, illegal, or unenforceable provision shall be deemed modified to the minimum extent necessary to render it enforceable while preserving the intent of the parties to the maximum extent possible.

56. **INTEGRATION.** This Lease constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, and agreements, whether written or oral. This Lease may be amended only by a written instrument signed by both parties and approved by City Council where such approval is required by law. An adjustment of the Rent under Section 8, and the operation of Sections 32 and 49, shall not require an amendment to this Lease.

57. **NO WAIVER.** No assent, express or implied, to any breach of any covenant or agreement of this Lease shall be deemed or taken to be a waiver of any succeeding or other breach. No failure or delay by City in exercising any right under this Lease shall operate as a waiver of such right.

58. **CAPTIONS.** The captions and headings used in this Lease are for convenience of reference only and shall not be used to construe or interpret any provision of this Lease.

59. **COUNTERPARTS AND ELECTRONIC EXECUTION.** This Lease may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The parties may execute this Lease by electronic signature, and any such electronic signature shall be deemed an original signature for all purposes.

60. **SURVIVAL.** All obligations of Lessee that by their nature are intended to survive termination of this Lease, including without limitation the indemnity obligations under Sections 18 and 40, the environmental obligations under Article IX, the surrender obligations under Section 46, and the attorney fee obligation under Section 47, shall survive termination of this Lease.

Executed at Pueblo, Colorado, the day and year first above written.

LESSEE:

_____

Anwaar Saeed Allen

CITY:

City of Pueblo, A Municipal Corporation

By: _____

Mayor

ATTEST:

By: _____

City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 24, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: AN ORDINANCE APPROVING A T-HANGAR LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND NATHAN C. HAWKINS FOR HANGAR UNIT C AT 31501 BRYAN CIRCLE, PUEBLO, COLORADO

SUMMARY:

Attached is an Ordinance approving a T-Hangar Lease Agreement between the City of Pueblo and Nathan C. Hawkins for Hangar Unit C at 31501 Bryan Circle, located at the City's east-side T-hangar complex at Pueblo Memorial Airport. The Lease commences October 1, 2026, has an initial term of one year with up to four one-year renewal options, and provides monthly rent of $265.00 established by Ordinance No. 10811. The rate is subject to adjustment by ordinance of the City Council, including a Consumer Price Index adjustment provided by Ordinance No. 10811 commencing January 1, 2029.

PREVIOUS COUNCIL ACTION:

City Council established the $265.00 monthly T-Hangar rental rate at 31501 Bryan Circle by Ordinance No. 10811, adopted on final reading October 15, 2024, and approved by the Mayor October 17, 2024, which repealed Resolution No. 9389. Ordinance No. 10811 provides for a Consumer Price Index adjustment to the rate every five years commencing January 1, 2029.

BACKGROUND:

The City of Pueblo owns and operates Pueblo Memorial Airport, including the T-hangar complex located on the east side of the airfield at 31501 Bryan Circle. Hangar Unit C at that complex is presently vacant. Mr. Hawkins has applied to lease Hangar Unit C for the storage of an aircraft.

The Lease has an initial term of one year commencing October 1, 2026, with four one-year renewal options exercisable by Mr. Hawkins on at least fifteen days' written notice.

The aggregate term, including all renewals, is capped at five years. Either party may terminate the Lease on fourteen days' written notice. Mr. Hawkins is required to maintain aircraft liability insurance with limits of $1,000,000 per occurrence, including a sublimit of not less than One Million Dollars ($1,000,000.00) for premises liability, naming the City as additional insured and loss payee. The Premises are leased AS IS, and Mr. Hawkins assumes the risk of loss, damage, or injury with respect to the Aircraft and personal property kept at the Premises.

The Lease has been approved as to form by the City Attorney.

FINANCIAL IMPLICATIONS:

The City will receive $265.00 per month, or $3,180.00 over the initial one-year term, in rental revenue. The rate is established by Ordinance No. 10811 and is subject to adjustment by ordinance of the City Council. Assuming no adjustment, total rental revenue over the maximum five-year aggregate term would be $15,900.00. That figure does not account for the Consumer Price Index adjustment that Ordinance No. 10811 provides for on January 1, 2029, which falls within the renewal period of this Lease. Section 3 of Ordinance No. 10811 dedicates the net proceeds of these rental rates to the operation, maintenance, and improvement of the Airport.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, Hangar Unit C will remain vacant and the City will forgo the rental revenue described above.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Hawkins 2026 10 01 Lease Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING A T-HANGAR LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND NATHAN C. HAWKINS FOR HANGAR UNIT C AT 31501 BRYAN CIRCLE, PUEBLO, COLORADO

WHEREAS, the City of Pueblo owns and operates the Pueblo Memorial Airport ("Airport"), the City having authority under C.R.S. §§ 41-4-201 and 41-4-204 to acquire, establish, construct, own, control, lease, equip, improve, maintain, operate, and regulate the Airport, and to exact and require charges, fees, and tolls in connection therewith; and

WHEREAS, the City owns and manages the T-Hangar facility identified herein and desires to lease one such T-Hangar unit to Lessee for the storage of an aircraft, and Lessee desires to lease the same upon the terms and conditions set forth herein; Now, THEREFORE,

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

SECTION 1.

The T-Hangar Lease Agreement ("Agreement") between the City of Pueblo, a Colorado Municipal Corporation, and Nathan C. Hawkins, dated October 1, 2026, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute the Agreement in the name of the City, and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

CITY OF PUEBLO
DEPARTMENT OF AVIATION
T-HANGAR LEASE AGREEMENT

This T-Hangar Lease Agreement ("**Lease**") is entered into this 1st day of October 2026 ("**Effective Date**"), between the City of Pueblo, a Colorado home rule Municipal Corporation ("**City**"), and Nathan C. Hawkins, whose address is 178 McNeil Place, Pueblo, Colorado 81001 ("**Lessee**").

RECITALS

WHEREAS, the City of Pueblo owns and operates the Pueblo Memorial Airport ("**Airport**"), the City having authority under C.R.S. §§ 41-4-201 and 41-4-204 to acquire, establish, construct, own, control, lease, equip, improve, maintain, operate, and regulate the Airport, and to exact and require charges, fees, and tolls in connection therewith; and

WHEREAS, the City owns and manages the T-Hangar facility identified herein and desires to lease one such T-Hangar unit to Lessee for the storage of an aircraft, and Lessee desires to lease the same upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises, covenants, and conditions contained herein, the sufficiency of which is hereby acknowledged, City and Lessee agree as follows:

ARTICLE I. LEASED PREMISES

1. **PREMISES AND AIRCRAFT.** City leases to Lessee the T-Hangar unit located at the Airport and identified as Hangar E at 31501 Bryan Circle, Pueblo, Colorado ("**Premises**"), for the sole purpose of storing one (1) aircraft bearing FAA registration number ("**N-number**") N4033B ("**Aircraft**"). The Aircraft shall be continuously registered with the Federal Aviation Administration ("**FAA**") throughout the term of this Lease. Lessee shall report any change in the Aircraft N-number to City in writing within fourteen (14) days of the change so that City may comply with applicable FAA reporting requirements.

2. **SUBJECT TO ENCUMBRANCES.** Lessee's tenancy is subject to all easements, rights of way, covenants, conditions, restrictions, reservations, and limitations of record, and to all applicable zoning and land use laws, ordinances, codes, and regulations, including all conditions, regulations, restrictions, and requirements imposed by the FAA governing the Premises and its use.

3. **ACCEPTANCE AS IS.** The Premises are leased "AS IS, WHERE IS, WITH ALL FAULTS." City makes no representation or warranty, express or implied, as to suitability, fitness for a particular purpose, title, zoning, physical or environmental condition, utilities, governmental approvals, or compliance of the Premises with any law or regulation. Lessee's taking of possession is conclusive evidence that Lessee accepts the Premises in their present condition.

ARTICLE II. TERM AND RENEWAL

4. INITIAL TERM. The initial term of this Lease shall be one (1) year, commencing on the Effective Date and ending at 11:59 p.m. on the day before the first anniversary of the Effective Date, unless earlier terminated as provided herein.

5. RENEWAL OPTIONS. Lessee shall have the option to renew this Lease for up to four (4) successive renewal terms of one (1) year each. To exercise a renewal option, Lessee shall provide written notice to the Director of Aviation no later than fifteen (15) days prior to the expiration of the initial term or renewal term then in effect. If Lessee fails to provide timely renewal notice, this Lease shall terminate at the expiration of the then-current term, and Lessee shall surrender possession in accordance with Section 46. Lessee's renewal option is contingent on Lessee not being in default of this Lease at the time of renewal notice and on Lessee having no uncured material breach during the initial term or any renewal term then in effect; the Director of Aviation shall determine in good faith whether this condition is satisfied. Renewal at the Rent then in effect under Section 8 shall not require further action by City Council, the parties having agreed to the renewal mechanism set forth in this Lease. In no event shall the aggregate term of this Lease, including the initial term and all renewal terms, exceed five (5) years.

6. EARLY TERMINATION. Either party may terminate this Lease, with or without cause, by providing the other party at least fourteen (14) days' prior written notice stating the date on which the Lease shall terminate.

ARTICLE III. RENT, TAXES, AND FEES

7. MONTHLY RENT. Lessee shall pay to City monthly rent in the amount established for the T-Hangar unit type comprising the Premises by ordinance of the City Council, as the same may be amended from time to time ("**Rent**"). The Rent in effect on the Effective Date is two hundred sixty-five Dollars ($265.00) per month. Rent is payable in advance without notice or demand on or before the tenth (10^{th}) day of each calendar month at the address designated by City. Rent includes all utilities furnished by City to the Premises. No utilities other than those furnished by City shall be provided or permitted at the Premises without the prior written approval of the Director of Aviation.

8. ADJUSTMENT OF RENT. The Rent is established by ordinance of the City Council. The Rent shall remain fixed at the amount in effect on the Effective Date until adjusted by ordinance of the City Council. An adjustment that takes effect during the initial term or any renewal term then in effect shall apply to the Premises on the effective date of the adjustment, prorated for any partial calendar month, and shall continue to apply to each subsequent renewal term elected by Lessee under Section 5 until further adjusted. City shall provide Lessee written notice of any adjustment to the Rent at least thirty (30) days before the adjustment takes effect. Lessee acknowledges that Ordinance No. 10811, as the same may be amended or superseded, provides for adjustment of the Rent by the Consumer Price Index for All Urban Consumers (CPI-U), All Items, as published by the Bureau of Labor Statistics of the United States Department of Labor, every five (5) years commencing January 1, 2029.

9. **LATE CHARGE AND DEFAULT INTEREST.** Rent not received by City on or before the fifteenth (15th) day of the month in which it is due shall be subject to a late charge of Twenty-Five Dollars ($25.00). Any Rent or other sum due under this Lease that remains unpaid thirty (30) days after the due date shall accrue interest at the rate of eight percent (8%) per annum, calculated from the original due date until paid in full. Late charges and interest are in addition to, and not in lieu of, any other remedy available to City under this Lease or at law.

10. **TAXES AND POSSESSORY INTEREST.** Lessee shall promptly pay when due all taxes, fees, licenses, and other governmental charges assessed against or applicable to the Premises or Lessee's use thereof. Lessee acknowledges that Pueblo County assesses a possessory interest tax against lessees of municipal property and that such tax is the responsibility of Lessee. City is a tax-exempt entity and shall not be liable for any tax of Lessee. Lessee acknowledges that multiple taxes and costs are associated with owning and operating an aircraft, including the leasing of hangar space, and that all such taxes and costs shall be paid by Lessee whether or not Lessee was aware of them.

ARTICLE IV. USE OF PREMISES

11. **PERMITTED USE.** The Premises shall be used solely for the storage of the Aircraft and for the following incidental, non-commercial uses associated with such storage: (i) storage of aircraft parts, tools, and supplies belonging to Lessee and directly associated with the Aircraft; (ii) storage of one (1) operable personal vehicle owned by Lessee while Lessee is operating the Aircraft away from the Airport; (iii) preventive maintenance performed on the Aircraft by Lessee personally, to the extent authorized by 14 C.F.R. Part 43, Appendix A, paragraph (c); and (iv) such other incidental uses as the Director of Aviation may approve in writing. All other uses are prohibited.

12. **AERONAUTICAL USE REQUIRED.** All uses of the Premises shall be substantially aeronautical in nature. The Premises shall not be used for residential purposes, for any commercial operation, or for the storage of non-aeronautical personal property. The Premises shall not be used for the storage of automobiles, except as authorized by Section 11 herein. Failure to comply with this Section is a material breach of this Lease.

13. **MAINTENANCE BY OTHERS.** No person other than Lessee or a regular employee of Lessee may perform services on the Aircraft on the Premises beyond preventive maintenance as defined in 14 C.F.R. Part 43, Appendix A, paragraph (c). Any maintenance exceeding preventive maintenance shall be performed only by an authorized person at a location approved for such activity by the Director of Aviation.

14. **OPERATIONAL RESTRICTIONS.** Lessee shall comply with the following operational requirements: (i) hangar doors shall remain closed and locked except when the Premises are attended by Lessee; (ii) drive-through gates entering the Air Operations Area shall be kept closed and locked at all times except for ingress and egress; (iii) only automobiles belonging to owners of aircraft hangared on the Airport shall be permitted in the Air Operations Area; (iv) automobiles shall be parked in designated parking spaces or within the hangar; (v) no person or automobile shall go beyond the immediate vicinity of the Premises without the prior written consent of the Director of Aviation; (vi) Lessee shall provide drip

pans of non-flammable material under the Aircraft to prevent damage to the floor; and (vii) mounting, hanging, suspending, or otherwise installing any item from the ceiling, support beams, or roofing structure of the hangar is prohibited.

15. **PROHIBITED MATERIALS.** No flammable liquids or hazardous materials shall be used or stored on the Premises, except for fuel contained in the Aircraft fuel tanks or in the tank of a properly parked stored automobile.

16. **LESSEE MAINTENANCE.** Lessee shall, at its own expense, keep the Premises neat, clean, safe, and orderly at all times, free of waste, rubbish, and debris, and shall provide for the sanitary handling and disposal of all trash, garbage, and refuse resulting from Lessee's activities at the Airport. No outside storage of parts, materials, equipment, inventory, or other property is permitted. Lessee is responsible for snow removal within five (5) feet of the hangar door.

ARTICLE V. INSURANCE; INDEMNIFICATION; RISK OF LOSS

17. **REQUIRED INSURANCE.** Lessee, at its sole cost and expense, shall procure and maintain in full force during the term of this Lease a policy of aircraft liability insurance covering the Aircraft and Lessee's use of the Premises, with a combined single limit of not less than One Million Dollars ($1,000,000.00) per occurrence, including a sublimit of not less than One Million Dollars ($1,000,000.00) for premises liability. Coverage shall include, without limitation, legal liability for property damage, bodily injuries, and deaths of persons in connection with the operation, maintenance, or use of the Premises, including acts or omissions of Lessee. The policy shall name the City of Pueblo, its officers, employees, and agents, as additional insured and shall include a waiver of subrogation in favor of City. The policy shall provide that it cannot be canceled or materially altered by the insured or the insurance company unless thirty (30) days' prior written notice is given to City. Lessee shall furnish a certificate of insurance evidencing such coverage upon execution of this Lease and upon issuance or renewal of any such policy thereafter. Lessee shall notify the Director of Aviation in writing of any change, expiration, or non-renewal within two (2) weeks of such event.

18. **INDEMNIFICATION.** Lessee shall indemnify, defend, and hold harmless City and its officers, agents, representatives, and employees from and against any and all penalties, liability, or loss, including costs and reasonable attorney fees, resulting from claims or court action, whether civil, criminal, or in equity, arising directly or indirectly from: (i) the acts or omissions of Lessee, its agents, employees, contractors, or guests; (ii) any occurrence in, on, or about the Premises; (iii) any condition of the Premises or any equipment, appurtenance, or activity thereon; or (iv) any injury or damage caused or occasioned in connection with Lessee's use or occupancy of the Premises. Nothing in this Lease is intended to waive, limit, or otherwise affect any immunity or limitation of liability conferred upon City under federal or state law, including the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., as amended.

19. **RISK OF LOSS.** Lessee assumes all risk of loss, damage, injury, and liability with respect to Lessee, Lessee's guests, the Aircraft, Lessee's improvements, and Lessee's personal

property in or upon the Premises. City shall not be liable or responsible for any such loss, damage, or injury, regardless of cause, including the negligence of City, its officers, agents, or employees. Lessee shall not hold or attempt to hold City liable for any injury, including loss of life, to any person or for damage to any property while on the Premises or the Airport, irrespective of how such injury or damage may be caused or occasioned.

ARTICLE VI. RIGHTS AND PRIVILEGES OF LESSEE

20. **EXCLUSIVE USE.** Subject to the rights reserved to City herein, Lessee shall have the exclusive use of the Premises for the purpose of storing the Aircraft and for the incidental uses set forth in Section 11. Lessee shall not assign this Lease or sublet the Premises or any part thereof.

21. **IMPROVEMENTS AND ALTERATIONS.** Except as specifically authorized herein, Lessee shall not, without the prior written approval of the Director of Aviation, make improvements, modifications, revisions, signs, or other alterations to the Premises. All improvements, modifications, revisions, signs, and alterations shall be at Lessee's sole expense and shall be performed by trade professionals licensed, insured, and permitted to conduct business within the City of Pueblo. Upon expiration or termination of this Lease, Lessee shall remove all such improvements at no cost to City; provided, however, that City may, on a case-by-case basis, allow improvements to remain, in which case City shall not be liable to Lessee for the cost thereof.

22. **NO ENCUMBRANCE.** Lessee shall not, directly or indirectly, voluntarily or involuntarily, mortgage, pledge, hypothecate, or otherwise encumber, or permit to be encumbered, the Premises, the leasehold interest created by this Lease, or any portion thereof or interest therein, by deed of trust, mortgage, lien, security interest, or other encumbrance of any kind. Any encumbrance recorded or asserted in violation of this Section shall be void as against City and shall constitute a material default of this Lease. Lessee shall, at Lessee's sole cost and expense, take all action necessary to remove and release any such encumbrance within ten (10) days of written notice from City. City shall have no obligation to subordinate its fee interest in the Airport to any encumbrance asserted against the leasehold. City's mechanic's lien rights under the laws of the State of Colorado are unaffected by this Section.

23. **INGRESS AND EGRESS.** Lessee, its employees, and invitees shall have the right of ingress and egress between designated airport access points and the Premises over, upon, and through such streets and not others as may be designated by the Director of Aviation from time to time. Driveways from existing streets into the Premises shall be located as designated by the Director of Aviation.

ARTICLE VII. RIGHTS AND PRIVILEGES OF CITY

24. **RESERVED RIGHTS.** All rights not herein granted to Lessee are reserved to City.

25. **RIGHT OF ENTRY AND INSPECTION.** City shall have the full and unrestricted right to enter upon those portions of the Airport occupied by Lessee, and City, its agents, or representatives shall be permitted to inspect the Premises during regular business hours or upon twenty-

four (24) hours' notice to Lessee. In the event of an emergency, City may enter the Premises without prior notice. Lessee shall not inhibit, obstruct, delay, or refuse to allow City's entry or inspection authorized under this Section, and any such inhibition, obstruction, delay, or refusal shall constitute a material default of this Lease and grounds for immediate termination under Article X.

26. **MAINTENANCE OF AIRPORT FACILITIES.** City reserves the right, but not the obligation, to maintain and keep in repair the landing areas of the Airport and all publicly owned facilities of the Airport. City shall not be obligated to Lessee for any failure to maintain or repair such areas or facilities.

27. **Construction and Operational Restrictions.** Lessee acknowledges that the Airport is a public-use facility, the operation of which may from time to time require the temporary restriction of Lessee's access to the Premises or otherwise inconvenience or interrupt Lessee's operations at the Airport. Such circumstances include, without limitation: (i) programs of construction, reconstruction, expansion, relocation, maintenance, and repair at and to the Airport undertaken by City to ensure that the Airport and its facilities are suitable for the volume and character of air traffic and flight activity; (ii) airshows and other aerial demonstrations conducted at or in the vicinity of the Airport; (iii) flight restrictions imposed by the Federal Aviation Administration in the proximity of the President, Vice President, or other federally protected parties; (iv) temporary flight restrictions over disaster or hazard areas; (v) military operations conducted at or in the vicinity of the Airport; and (vi) emergency response, public safety, or security operations. City shall provide Lessee with reasonable advance notice of any such restriction or activity when feasible, except where notice is impracticable, prohibited by federal authority, or would compromise the operation. Lessee waives any claim against City or its officers, agents, employees, contractors, subcontractors, and representatives for damages, rent abatement, or other consideration arising from any such restriction, inconvenience, or interruption, and Lessee's obligations under this Lease, including the obligation to pay Rent, shall continue without interruption.

28. **RESERVATION OF AIRSPACE.** There is hereby reserved to City, its successors, and assigns, 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 Premises, together with the right to cause in such airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the air, using such airspace or landing at, taking off from, or operating at the Airport.

29. **RIGHT TO DEVELOP.** City reserves the right, without any obligation to do so, to develop, modify, change, improve, or abandon the Airport or any part thereof as City may determine in its sole discretion, at any time, regardless of the desires or views of Lessee, and without interference or hindrance from Lessee or liability to Lessee.

30. **CITY MAINTENANCE OBLIGATION.** City shall maintain the floor, walls, roof, and doors of the Premises, except that the cost of repair for any damage to the same caused by Lessee, its employees, agents, or invitees shall be borne solely by Lessee.

31. **NO LIABILITY FOR LESSEE PROPERTY.** All risk of loss or damage to the Aircraft and to other personal property of Lessee in or upon the Premises is assumed by Lessee. City shall not

be liable or responsible for any loss or damage to such property regardless of cause, including the negligence of City, its officers, agents, or employees.

ARTICLE VIII. FAA AND FEDERAL COMPLIANCE

32. **SUBORDINATION TO FEDERAL AGREEMENTS.** This Lease and all the provisions hereof are subject to all rights the United States Government now has or may in the future have or acquire affecting the control, operation, regulation, re-entry upon, and taking over of the Airport, including the Premises.

33. **NO EXCLUSIVE RIGHTS.** Nothing herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. § 40103(e).

34. **TITLE VI COVENANT.** Lessee, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that: (i) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of the Premises; (ii) in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination; and (iii) Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 C.F.R. Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

35. **CONSTRUCTION AND USE OF FACILITIES.** Lessee, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all requirements imposed pursuant to 49 C.F.R. Part 21, as said Regulations may be amended.

36. **GENERAL CIVIL RIGHTS COMPLIANCE.** In all activities within the scope of the airport program, Lessee agrees to comply with pertinent statutes, Executive Orders, and rules identified in the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as referenced in Section 37, to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability, be excluded from participating in any activity conducted with or benefiting from federal assistance. This Section is in addition to, and not in lieu of, the covenants set forth in Sections 34 and 35.

37. **PERTINENT NONDISCRIMINATION AUTHORITIES.**

    During the performance of this Lease, Lessee, for itself, its assignees, and successors in interest, agrees to comply with the following nondiscrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, or national origin);
- 49 C.F.R. Part 21 (Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability), and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131–12189), as implemented by 49 C.F.R. Parts 37 and 38;
- 49 U.S.C. § 47123 (FAA nondiscrimination provision); and
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency.

ARTICLE IX. ENVIRONMENTAL PROVISIONS

38. HAZARDOUS MATERIALS DEFINED. For purposes of this Lease, "Hazardous Materials" means any hazardous or toxic substance, material, or waste regulated by any local government authority, the State of Colorado, or the United States government, including without limitation: (i) 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"); (ii) asbestos-containing materials; (iii) PCBs; (iv) petroleum or petroleum-based products; and (v) lead.

39. ENVIRONMENTAL COMPLIANCE. Lessee shall comply with all Environmental Regulations applicable to Lessee and its use of the Premises. No activity shall be undertaken by Lessee, its guests, employees, agents, contractors, or subcontractors on, or any portion of, the Premises that 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 Premises in violation of any Environmental Regulation; (ii) any portion of the Premises to become a hazardous waste treatment, storage, or disposal facility without proper governmental authorization and 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 proper governmental authorization and compliance with all Environmental Regulations, including the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., and the Clean Air Act, 42 U.S.C. § 7401 et seq.

40. ENVIRONMENTAL INDEMNITY. Lessee shall defend, indemnify, and forever hold harmless City and its officers, employees, agents, successors, and assigns from all claims, losses, damages, penalties, expenses, and costs, including reasonable attorney fees, characterization, remediation, 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 Premises by Lessee, its employees, agents, guests, contractors, or subcontractors.

ARTICLE X. DEFAULT, REMEDIES, AND TERMINATION

41. EVENTS OF DEFAULT. Each of the following constitutes an event of default under this Lease: (i) failure of Lessee to pay any Rent, fee, or other sum due under this Lease when due; (ii) failure of Lessee to perform any other obligation under this Lease; (iii) violation by Lessee of any airport security rule, now or hereafter in effect; (iv) the declaration of insolvency or bankruptcy of Lessee, the assignment of Lessee's property for the benefit of creditors, the levy upon or seizure of Lessee's leasehold interest by writ of any court of law, or the appointment of a Trustee in Bankruptcy or Receiver for the property of Lessee; (v) abandonment of the Premises; (vi) inhibition, obstruction, delay, or refusal by Lessee of City's entry or inspection authorized under Section 25; (vii) assignment of this Lease in violation of Section 20; (viii) subletting of the Premises in violation of Section 20; or (ix) any encumbrance of the Premises or the leasehold interest in violation of Section 22.

42. TERMINATION ON DEFAULT. Upon the occurrence of an event of default in payment, or any breach of the covenants or agreements herein, City may declare this Lease terminated, and after the expiration of fourteen (14) days from the date of service of a written notice of termination, City shall be entitled to possession of the Premises. Upon the occurrence of an event of default related to insolvency or bankruptcy under Section 41(iv), City may, at its option, immediately terminate this Lease and retake possession of the Premises with or without notice, notice being expressly waived, without working any forfeiture of any accrued obligations of Lessee. Violation of airport security rules, interference with City's right of entry or inspection under Section 25, or any breach of Section 20 (assignment or subletting) or Section 22 (encumbrance), shall be grounds for immediate termination of this Lease.

43. REMEDIES ON DEFAULT. If, after notice of termination as provided herein, Lessee shall refuse to surrender and deliver possession of the Premises, City may, without further notice or demand, enter upon and take possession of the Premises, expel and remove Lessee, using such help, assistance, and force as may be needful and proper, without prejudice to any remedy allowed by law. If the Premises are left vacant and any Rent reserved remains unpaid, City may, without obligation to do so and without terminating this Lease, retake possession of the Premises and re-let the same for such rent and upon such conditions as City deems best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and Lessee shall be liable for the balance of the Rent reserved until the expiration of this Lease.

44. CITY'S LIEN. In the event this Lease is terminated as herein provided, City shall have, and Lessee hereby grants, a lien upon Lessee's equipment, fixtures, furniture, and inventory in or upon the Premises for all Rent, expenses, attorney fees, and costs then due or to become payable by Lessee. Such lien may be enforced by the taking and sale of such property in the manner provided for the disposition of collateral under the Colorado Uniform Commercial Code.

45. HOLDOVER. If, after the expiration of the term of this Lease, Lessee remains in possession of the Premises and continues to pay Rent without any express written agreement as to such holding over, Lessee shall be a month-to-month tenant subject to all terms and covenants of

this Lease, except that during the term of any month-to-month tenancy, City or Lessee may terminate this Lease upon fourteen (14) days' prior written notice.

46. SURRENDER OF PREMISES. Without affecting any other right granted to City under this Lease, Lessee shall remove the Aircraft and any personal property from the Premises within seven (7) days after termination of this Lease. Should Lessee fail to remove such property within that seven-day period, City shall have the right to enter and remove the property, and Lessee shall be liable for all costs of removal. Unclaimed property shall be deemed abandoned and may be disposed of in any manner City deems appropriate. Should City sell the abandoned property, the proceeds shall first be applied to costs due to City, and any remaining amount shall be forwarded to Lessee.

47. ATTORNEY FEES. Lessee shall pay City all costs, including reasonable attorney fees, incurred by City in recovering any Rent or other money due and unpaid or in recovering possession of the Premises after termination of this Lease.

ARTICLE XI. NOTICES

48. NOTICE REQUIREMENTS. Any notice, demand, or request provided in this Lease shall be in writing and given by either: (i) certified mail, return receipt requested, to the address of the receiving party as follows:

To City:	To Lessee:
Director of Aviation 31201 Bryan Circle Pueblo, CO 81001 airportInfo@pueblo.us	Nathan C. Hawkins 178 McNeil Place Pueblo, CO 81001 nathanhawkins@outlook.com

or, (ii) electronic mail, transmitted to the email address designated by the receiving party with a copy concurrently sent by certified mail, return receipt requested. Notice shall be deemed given on the date of mailing for certified mail, or, if delivered by electronic mail, on the date of confirmed transmission, provided that the required certified mail copy is also sent on or before the next business day.

ARTICLE XII. GENERAL CONDITIONS

49. SUBORDINATION TO CODE, RULES, AND REGULATIONS. The terms and conditions of this Lease and Lessee's rights hereunder are subject to the provisions of the Pueblo Municipal Code ("**PMC**"), as the same may be subsequently amended, including without limitation Title III thereof relating to the Department of Aviation, and to the Airport Rules and Regulations adopted by the Director of Aviation, as amended from time to time. In the event of conflict between the PMC and this Lease, the PMC shall control. Lessee shall observe faithfully all rules and regulations affecting use of the Airport, whether established by the Director of Aviation, the City, or other political subdivision having jurisdiction, the State of Colorado, or the United States, or agencies thereof, including rules affecting the operation of motor vehicles upon, to, and from the Airport. Lessee, and all officers, agents, and employees of

Lessee, agree to be bound by and subject to all police ordinances of the City of Pueblo at all times while on the Airport.

50. **NON-INTERFERENCE WITH AIRCRAFT OPERATIONS.** Lessee, by accepting this Lease, expressly agrees for itself, its successors, and assigns that it shall not make use of the Premises in any manner that might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the foregoing covenant is breached, City reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of Lessee.

51. **GOVERNING LAW AND VENUE.** This Lease shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any action arising under or for the enforcement of this Lease shall lie exclusively in a state court of competent jurisdiction located in Pueblo County, Colorado.

52. **NO THIRD-PARTY BENEFICIARIES.** Nothing in this Lease is intended, nor shall it be construed, to create any rights, claims, or benefits in any third party, or to assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred upon City under federal or state law, including the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq.

53. **NO PARTNERSHIP OR JOINT VENTURE.** Nothing in this Lease is intended to, nor shall be deemed to, constitute a partnership or joint venture between the parties, or to create any agency or partner relationship between the parties. Neither party shall hold itself out as a partner, joint venturer, agent, or representative of the other under this Lease.

54. **SUCCESSORS AND ASSIGNS.** All covenants and agreements in this Lease shall be binding upon and inure to the benefit of the heirs, successors, assigns, and legal representatives of City and Lessee, subject to the restrictions on assignment and subletting set forth herein.

55. **SEVERABILITY.** If any provision of this Lease is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remainder of this Lease shall remain in full force and effect, and the invalid, illegal, or unenforceable provision shall be deemed modified to the minimum extent necessary to render it enforceable while preserving the intent of the parties to the maximum extent possible.

56. **INTEGRATION.** This Lease constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, and agreements, whether written or oral. This Lease may be amended only by a written instrument signed by both parties and approved by City Council where such approval is required by law. An adjustment of the Rent under Section 8, and the operation of Sections 32 and 49, shall not require an amendment to this Lease.

57. **NO WAIVER.** No assent, express or implied, to any breach of any covenant or agreement of this Lease shall be deemed or taken to be a waiver of any succeeding or other breach. No failure or delay by City in exercising any right under this Lease shall operate as a waiver of such right.

58. **CAPTIONS.** The captions and headings used in this Lease are for convenience of reference only and shall not be used to construe or interpret any provision of this Lease.

59. **COUNTERPARTS AND ELECTRONIC EXECUTION.** This Lease may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The parties may execute this Lease by electronic signature, and any such electronic signature shall be deemed an original signature for all purposes.

60. **SURVIVAL.** All obligations of Lessee that by their nature are intended to survive termination of this Lease, including without limitation the indemnity obligations under Sections 18 and 40, the environmental obligations under Article IX, the surrender obligations under Section 46, and the attorney fee obligation under Section 47, shall survive termination of this Lease.

Executed at Pueblo, Colorado, the day and year first above written.

LESSEE:

_____

Nathan C. Hawkins

CITY:

City of Pueblo, A Municipal Corporation

By: _____

Mayor

ATTEST:

By: _____

City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 24, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING AIRPORT IMPROVEMENT PROGRAM (AIP) NON-COMPETITIVE DISCRETIONARY SUPPLEMENTAL GRANT AGREEMENT NO. 3-08-0046-056-2026 FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR FUNDS IN THE AMOUNT OF $75,881.00 TO REIMBURSE THE CITY UP TO 95% OF THE TOTAL COSTS TO ACQUIRE FIFTEEN (15) VEHICLE MOVEMENT AREA TRANSPONDER (VMAT) UNITS FOR AIRPORT VEHICLES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME, ESTABLISHING PROJECT NO. AP2605 - PUB-VMAT UNITS, BUDGETING AND APPROPRIATING $79,875.00 TO SAID PROJECT, AND TRANSFERRING MATCHING FUNDS IN THE AMOUNT OF $3,994.00 FROM PROJECT NO. CIAN18 – GRANT MATCHES - AIRPORT

SUMMARY:

This Ordinance will approve and accept an Airport Improvement Program (AIP) Non-Competitive Discretionary Supplemental Grant Agreement from the United States of America acting through the Federal Aviation Administration (FAA) to acquire fifteen (15) Vehicle Movement Area Transponder (VMAT) units for airport vehicles.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

In an effort to enhance safety within the airport's aircraft movement areas, the Federal Aviation Administration (FAA) has made grant funding available to airport operators for the acquisition and installation of Vehicle Movement Area Transponders (VMATs).

VMATs continuously broadcast the location of airport ground vehicles operating within

designated aircraft movement areas to Air Traffic Control (ATC) personnel in the airport's control tower. This technology provides controllers with enhanced situational awareness of vehicle activity on the airfield and supports the safe movement of aircraft and ground vehicles.

Pueblo Memorial Airport will utilize the available FAA grant funding to acquire and install 15 VMAT units on ground vehicles that regularly operate within the aircraft movement area.

FINANCIAL IMPLICATIONS:

The total estimated project cost for fifteen (15) VMAT units is $79,875.00. The FAA AIP grant will reimburse up to $75,881.00, not to exceed seventy-two percent (95%) of total project costs. Based on current estimates, the City match is $3,994.00. Funds for the City match will be transferred from Project No. CIAN18 – Grant Matches–Airport, and all expenditures shall be paid from Project No. AP2605 – PUB–VMAT Units.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the grant will not be accepted from the federal government and the City will not be able to acquire the VMAT units.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. PUB-NMG-3-08-0046-056-2026-Grant Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING AIRPORT IMPROVEMENT PROGRAM (AIP) NON-COMPETITIVE DISCRETIONARY SUPPLEMENTAL GRANT AGREEMENT NO. 3-08-0046-056-2026 FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR FUNDS IN THE AMOUNT OF $75,881.00 TO REIMBURSE THE CITY UP TO 95% OF THE TOTAL COSTS TO ACQUIRE FIFTEEN (15) VEHICLE MOVEMENT AREA TRANSPONDER (VMAT) UNITS FOR AIRPORT VEHICLES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME, ESTABLISHING PROJECT NO. AP2605 - PUB-VMAT UNITS, BUDGETING AND APPROPRIATING $79,875.00 TO SAID PROJECT, AND TRANSFERRING MATCHING FUNDS IN THE AMOUNT OF $3,994.00 FROM PROJECT NO. CIAN18 – GRANT MATCHES - AIRPORT

WHEREAS, the City of Pueblo has received an Airport Improvement Program (AIP) Non-Competitive Discretionary Supplemental Grant Agreement from the Federal Aviation Administration (FAA) to acquire fifteen (15) VMAT units; and,

WHEREAS, the funds from this grant need to be budgeted and appropriated into Project No. AP2605 - PUB-VMAT Units; NOW, THEREFORE

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

SECTION 1.

The Airport Improvement Program (AIP) Non-Competitive Discretionary Supplemental Grant Agreement No. 3-08-0046-056-2026 (“Grant Agreement”), a true copy of which is attached hereto and made a part hereof by reference, by and between the City of Pueblo, a Municipal Corporation, and the United States of America through the Federal Aviation Administration (“FAA”), making available $75,881.00 in federal funds for costs to acquire fifteen (15) Vehicle Movement Area Transponder (VMAT) units, after having been approved as to form by the City Attorney, is hereby accepted and approved.

SECTION 2.

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

SECTION 3.

Funds in the amount of $75,881.00 shall be accepted pursuant to the Grant Agreement

and budgeted and appropriated to Project No. AP2605 - PUB-VMAT Units.

SECTION 4.

Funds in the amount of $3,994.00 shall be transferred from Project No. CIAN18 – Grant Matches - Airport to Project No. AP2605 - PUB-VMAT Units.

SECTION 5.

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

SECTION 6.

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 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

U.S. Department of Transportation Federal Aviation Administration

Airports Division Northwest Mountain Region Colorado

Denver Airports District Office:
26805 E 68th Ave, Ste 224
Denver, CO 80249-6339

{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

The Honorable Heather Graham
Mayor, City of Pueblo
1 City Hall Place
Pueblo, Colorado 81003

Dear Mayor Graham:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-08-0046-056-2026 at Pueblo Memorial Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

***Steps You Must Take to Enter Into Agreement*.**

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 15, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant

execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend $1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Paulette Lugo, (303) 342-1256, paulette.lugo@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

{{Sig_es_:signer1: signature}}

Jesse A. Lyman
Manager, Denver Airports District Office

U.S. Department of Transportation Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIP NON-COMPETITIVE DISCRETIONARY SUPPLEMENTAL GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	**{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}**
Airport/Planning Area	Pueblo Memorial Airport
Airport Grant Number	3-08-0046-056-2026 [Contract No. DOT-FA26NM-1145]
Unique Entity Identifier	NJK3BNUDRHJ7

TO: City of Pueblo, Colorado

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated June 24, 2026, for a grant of federal funds for a project at or associated with the Pueblo Memorial Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Pueblo Memorial Airport (herein called the "Project") consisting of the following:

Acquire Airfield Equipment (15 VMATs)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure

Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.116**.**

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $75,881.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):
   $0 for planning
   $75,881 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

   a. Period of Performance:

      i. Start Date: The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.

      ii. End Date: Four (4) years to the calendar day from the date of acceptance.

      iii. Extension of the Period of Performance (PoP): The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

      The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

   b. Budget Period:

      i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

      ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

   c. Appropriation Period of Availability and Expenditure:

i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.

ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

i. The recipient fails to comply with the terms and conditions of this agreement;

ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;

iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;

iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;

v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;

vi. The recipient requests that the FAA terminate the agreement under this section; or

vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. Ineligible or Unallowable Costs. In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. Indirect Costs - Sponsor. The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before September 15, 2026, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.

   b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

   a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this

grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by $25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

c. May be increased by not more than the greater of the following for a land project, if funds are available:

i. 15 percent; or

ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

a. Verify the non-federal entity is eligible to participate in this federal program by:

i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or

ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:

i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work

for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. <u>Trafficking in Persons</u>.

a. *Posting of contact information.*

i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a sponsor that is a private entity.*

i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:

a) Severe forms of trafficking in persons;

b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;

c) The use of forced labor in the performance of this grant; or any subaward; or

d) Acts that directly support or advance trafficking in persons, including the following acts:

1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

4. Charging recruited employees a placement or recruitment fee; or

5. Providing or arranging housing that fails to meet the host country's housing and safety standards.

ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

c. *Provisions applicable to a sponsor other than a private entity.*

i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

d. Provisions applicable to any sponsor or subrecipient.

i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.

iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.

iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).

e. *Definitions. For purposes of this grant award, term:*

i. "Employee" means either:

a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or

b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

ii. "Private Entity" means:

a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.

b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. Grant Funded Work Included in a PFC Application. Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated September 26, 2024, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal. In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) 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 grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

26. Prohibited Telecommunications and Video Surveillance Services and Equipment. The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

27. Critical Infrastructure Security and Resilience. The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. Title VI of the Civil Rights Act. As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and

implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. Applicable Federal Anti-Discrimination Laws. The sponsor agrees:

a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and

b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

30. National Airspace System Requirements.

a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:

   i. Additional conditions on the award;

   ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or

   iii. Any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

31. **Signage Costs for Construction Projects.** The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

32. Solid Waste Recycling Plan. The sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 USC § 47106(a)(6).

33. Equipment Acquisition. The sponsor understands and agrees that any equipment acquired through this grant is considered a facility as that term is used in the Grant Assurances. Further, the equipment must be only operated by the sponsor. The sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.

34. Buy American Executive Orders. The sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

{{Sig_es_:signer1:signature:dimension(height=12mm, width=70mm)}}

(Signature)

{{N_es_:signer1:fullname }}

(Typed Name)

{{N_es_:signer1:title }}

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated **{{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}**

CITY OF PUEBLO, COLORADO

(Name of Sponsor)

{{Sig_es_:signer2:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: **{{N_es_:signer2:fullname }}**

(Typed Name of Sponsor's Authorized Official)

Title: **{{*Ttl_es_:signer2:title }}**

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es_:signer3: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __Colorado__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at **{{DateTime_es_:signer3:calc(now()):format(date," mmmm d, yyyy")}}**

By: {{Sig_es_:signer3:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 USC subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.
d. Hatch Act – 5 USC § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 USC § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 USC § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 USC § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended – 42 USC § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 USC § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 USC § 4012a.[1]
l. 49 USC § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 – 29 USC § 794.
n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended – 42 USC § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 USC § 8373.[1]
t. Contract Work Hours and Safety Standards Act – 40 USC § 3701, et seq.[1]
u. Copeland Anti-kickback Act – 18 USC § 874.[1]

v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.

x. Single Audit Act of 1984 – 31 USC § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 USC 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to ensure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The (**City of Pueblo, Colorado**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;

   2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);

   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;

   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

   If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of June 24, 2026.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantage Business Enterprise (ACDBE) Program.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 24, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Andra Ahrens, Director Wastewater
Bella Trujillo, Director of Human Resources

SUBJECT: AN ORDINANCE AMENDING THE FISCAL YEAR 2026 STAFFING ORDINANCE BY ABOLISHING ONE (1) VACANT FULL-TIME WW COMPLIANCE OFFICER POSITION AND ADDING ONE (1) FULL-TIME PERMIT COMPLIANCE SPECIALIST AND ADDING ONE (1) FULL-TIME PRETREATMENT COMPLIANCE TECHNICIAN POSITION TO THE AUTHORIZED STAFFING OF THE WASTEWATER DEPARTMENT

SUMMARY:

The Wastewater Department requests to abolish one full-time position in the Wastewater Administration Division that is currently vacant and no longer needed and add two additional full-time positions to the Pretreatment Division.

PREVIOUS COUNCIL ACTION:

On December 8, 2025, Ordinance No. 11084 was approved by City Council. This Ordinance provided authorized staffing for Fiscal Year 2026.

BACKGROUND:

The Wastewater Compliance Officer position was created in 2024 to conduct field investigations, manage data, and ensure compliance related to sump pump connections. This position is currently vacant and is no longer needed because the sump pump survey has been completed and the Wastewater Department gathered the information needed to comply with the State of Colorado requirements for the Discharger Specific Variance on sump pumps connected to the sanitary sewer in areas with groundwater that has high concentrations of selenium and sulfate.

The Wastewater Pretreatment Program currently has one Pretreatment Compliance Technician position that is responsible for water sampling, conducting routine inspections, monitoring flows, and reviewing documents from sector control programs.

The Department would benefit from another Pretreatment Compliance Technician because of the workload of the grease program and the industrial survey. The City has approximately 400 food service facilities and engine service facilities. These facilities are required to submit semiannual reports that must be processed in a timely manner to ensure the information is correct. This position is also required to inspect food service facilities and other industries. Currently with only one Pretreatment Compliance Technician these inspections and necessary document reviews are not done promptly. To ensure that information submitted to the Pretreatment Program is done in a timely manner another Pretreatment Compliance Technician is needed.

The Wastewater Pretreatment Program currently has one Permit Compliance Specialist position that is responsible for water sampling, conducting permitted industry inspections, drafting permitting documents, reviewing periodic compliance reports, and drafting enforcement actions. The Department would benefit from another Permit Compliance Specialist to address the current backlog of inspections, to conduct investigations, and to address noncompliance in the timeframe that is required by the Pueblo Municipal Code and federal regulations. The Environmental Protection Agency noted that the Pretreatment Program was not meeting the requirements and recommended that City of Pueblo should increase the number of full-time employees to meet deadlines. Federal regulations state that the Pretreatment Program must have resources allocated to implement the approved program.

FINANCIAL IMPLICATIONS:

All costs for 2026 associated with this proposal will be paid through vacancy savings.

Position	Cost Item	Per Month Cost 2026	Approximate Annual Cost	Estimated 2026 Actual Cost (3 months)
ADD Permit Compliance Specialist	Salary	$5,899	$70,793	$17,698
	Retirement (PERA)	$932	$11,185	$2,796
	Health Insurance	$2,954	$35,448	$8,862
	Dental Insurance	$25	$300	$75
	Life Insurance	$6	$72	$18
	Medicare	$86	$1,027	$257
Estimated Position Cost		**$9,902**	**$118,825**	**$29,706**
ADD Pretreatment Compliance Technician	Salary	$5,310	$63,723	$15,931
	Retirement (PERA)	$839	$10,068	$2,517
	Health Insurance	$2,954	$35,448	$8,862
	Dental Insurance	$25	$300	$75
	Life Insurance	$6	$72	$18
	Medicare	$77	$924	$231
Estimated Position Cost		**$9,211**	**$110,535**	**$27,634**
ABOLISH WW Compliance Officer	Salary	$4,073	$48,873	$12,218
	Retirement (PERA)	$644	$7,722	$1,931
	Health Insurance	$2,954	$35,448	$8,862
	Dental Insurance	$25	$300	$75
	Life Insurance	$6	$72	$18
	Medicare	$59	$709	$177
Estimated Position Savings		**$7,760**	**$93,124**	**$23,281**
	TOTAL NET COST	**$11,353**	**$136,236**	**$34,059**

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The no action alternative would be to retain current staffing levels. Without approval of this Ordinance, the City of Pueblo will not be able to efficiently support the important work of the Wastewater Department and the requirements of Clean Water Act.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING THE FISCAL YEAR 2026 STAFFING ORDINANCE BY ABOLISHING ONE (1) VACANT FULL-TIME WW COMPLIANCE OFFICER POSITION AND ADDING ONE (1) FULL-TIME PERMIT COMPLIANCE SPECIALIST AND ADDING ONE (1) FULL-TIME PRETREATMENT COMPLIANCE TECHNICIAN POSITION TO THE AUTHORIZED STAFFING OF THE WASTEWATER DEPARTMENT

WHEREAS, it is necessary to revise the positions for the ultimate efficiency and functionality for the City of Pueblo Wastewater Department; NOW THEREFORE,

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

SECTION 1.

The following sections captioned “Wastewater Administration” and “Wastewater Pretreatment” of Ordinance No. 11084, being the 2026 Staffing Ordinance, is amended as follows:

Wastewater Administration		
Director of Wastewater	1	
Accountant II	1	
Regulatory Compliance Specialist	1	
[WW Compliance Officer	1]	
Administrative Technician		1
Total	**[5] 4**	
Wastewater- Pre-Treatment		
Pretreatment Manager	1	
Permit Compliance Specialist - WW	[2] 1	
Pretreatment Compliance Technician		[2] 1
Total	**[3] 5**	

SECTION 2.

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

SECTION 3.

This Ordinance shall be deemed to amend the Fiscal Year 2026 Budget and staffing with respect to the number and allocation of positions within the Wastewater Department and shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 24, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Barb Huber, Fire Chief

SUBJECT: AN ORDINANCE ESTABLISHING PROJECT CI2619 - ARFF TRUCK IMPROVEMENTS, ACCEPTING, BUDGETING, AND APPROPRIATING FUNDS FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT (CDPHE) PFAS TAKEBACK PROGRAM INTO CI2619, BUDGETING, APPROPRIATING, AND TRANSFERRING FUNDS FROM THE AIRPORT IMPROVEMENT TRUST FUND TO CI2619, AND TRANSFERRING FUNDS FROM PROJECT CIAN13 - VEHICLES AND EQUIPMENT AND CI2606 - FIRE APPARATUS EQUIPMENT INTO SAID PROJECT FOR THE PURPOSES OF REMOVING AND REPLACING AFFF WITH A NON-PFAS FOAM.

SUMMARY:

This Ordinance establishes Project CI2619 – ARFF Truck Improvements, accepts, budgets and appropriates CDPHE PFAS Takeback Program funding, transfers, budgets and appropriates Airport Improvement Trust Fund dollars, and transfers funds from CIAN-13 – Vehicles and Equipment and CI2606 – Fire Apparatus Equipment to support the transition from PFAS-containing AFFF to fluorine-free synthetic foam in Airport Rescue and Firefighting (ARFF) vehicles

PREVIOUS COUNCIL ACTION:

None. This is a new project initiative prompted by PFAS remediation requirements and CDPHE grant funding availability.

BACKGROUND:

The aircraft Rescue and Firefighting foam currently in use is Aqueous Film Forming Foam (AFFF) that contains PFAS (forever chemical). To reduce health and environmental risks, this foam will be replaced with a non-PFAS foam. The total costs of this project include vehicle rinses, new foam purchases and training.

FINANCIAL IMPLICATIONS:

Funding Sources:

CDPHE Takeback Program: $50,800
Airport Improvement Trust Fund: $78,898
Project CIAN13 - Vehicles and Equipment: $50,000
Project CI2606 - Firw Apparatus Equipment: $35,000

Only the CDPHE funds and Airport Improvement Trust Fund dollars are appropriated thought this Ordinance. The Fire and Fleet contributions are internal project transfers.

BOARD/COMMISSION RECOMMENDATION

Not Applicable

STAKEHOLDER PROCESS:

Not Applicable

ALTERNATIVES:

Postpone or decline the foam replacement project.

This would leave PFAS-containing AFFF in ARFF vehicles, contrary to environmental best practices and departmental recommendations.

RECOMMENDATION:

Approval of the Ordinance is recommended to ensure compliance with environmental safety standards and to authorize all necessary funding movements to complete the PFAS transition in ARFF apparatus.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE ESTABLISHING PROJECT CI2619 - ARFF TRUCK IMPROVEMENTS, ACCEPTING, BUDGETING, AND APPROPRIATING FUNDS FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT (CDPHE) PFAS TAKEBACK PROGRAM INTO CI2619, BUDGETING, APPROPRIATING, AND TRANSFERRING FUNDS FROM THE AIRPORT IMPROVEMENT TRUST FUND TO CI2619, AND TRANSFERRING FUNDS FROM PROJECT CIAN13 - VEHICLES AND EQUIPMENT AND CI2606 - FIRE APPARATUS EQUIPMENT INTO SAID PROJECT FOR THE PURPOSES OF REMOVING AND REPLACING AFFF WITH A NON-PFAS FOAM.

WHEREAS, the aircraft rescue and firefighting (ARFF) vehicles at Pueblo Memorial Airport currently contains Aqueous Film Forming Foam (AFFF) containing PFAS (“forever chemicals”), which pose recognized environmental and occupational health risks; and

WHEREAS, the City of Pueblo Fire Department, Fleet Department, and Airport Department coordinated to establish a shared cost-structure for PFAS extraction, apparatus cleansing, PFAS disposal, fluorine-free foam acquisition, calibration, and firefighter training; and

WHEREAS, the Colorado Department of Public Health and Environment (CDPHE) PFAS Takeback Program approved the City’s application and issued funding in the amount of $50,800 for PFAS disposal, as documented through internal correspondence; and

WHEREAS, the Airport Improvement Trust Fund possesses sufficient unappropriated balance to provide $78,898 toward the project, and additional contributions of $50,000 from Project CIAN-13 – Vehicles and Equipment and $35,000 from Project CI2606 – Fire Apparatus Equipment have been identified; and

WHEREAS, the City Council finds it necessary, proper, and in the public interest to establish Project CI2619 and authorize the movement of all required funds to complete the PFAS transition; NOW, THEREFORE,

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

SECTION 1.

Project CI2619 – ARFF Truck Improvements is hereby established for PFAS extraction, apparatus cleansing, PFAS disposal, acquisition of fluorine-free synthetic foam, calibration, and associated firefighter training needed to complete the ARFF foam transition.

SECTION 2.

The City hereby accepts Fifty Thousand Eight Hundred Dollars ($50,800) from the Colorado Department of Public Health and Environment (CDPHE) PFAS Takeback Program. These funds are budgeted and appropriated into Project CI2619.

SECTION 3.

The amount of Seventy-Eight Thousand Eight Hundred Ninety-Eight Dollars ($78,898) is hereby budgeted, appropriated, and transferred from the Unappropriated Fund Balance of the Airport Improvement Trust Fund (Land Trust/Land Sales) to Project CI2619

SECTION 4.

The following existing departmental project funds are hereby transferred into Project CI2619. These transfers do not constitute appropriations under this Ordinance:

CIAN13 - Vehicles and Equipment: $50,000
CI2606 - Fire Apparatus Equipment: $35,000

SECTION 5.

Total funding moved into Project CI2619 from appropriations and transfers equals Two Hundred Fourteen Thousand Six Hundred Ninety-Eight Dollars ($214,698).

SECTION 6.

City officers and staff are authorized to perform all actions necessary to implement the acceptance, budgeting, appropriation, and transfers described herein.

SECTION 7.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Docusign Envelope ID: A678F306-195C-8B32-82BE-16359A026079

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 24, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Ted Hernandez, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO PUEBLO CHAMBER OF COMMERCE IN THE AMOUNT OF $2,500 TO SPONSOR THE PUEBLO CHILE BALLOON FEST TAKING PLACE AT THE LANGONI SOCCER FIELDS AND IN HISTORIC DOWNTOWN PUEBLO ON UNION AVENUE ON FRIDAY, SEPTEMBER 18TH FROM 3:00 PM TO 12:00 AM, SATURDAY, SEPTEMBER 19TH FROM 10:00 AM TO 12:00 AM, AND SUNDAY, SEPTEMBER 20TH, 2026, FROM 10:00 AM TO 5:00 PM

SUMMARY:

Attached for consideration is a request for support of Pueblo Chamber of Commerce in the amount of $2,500 to sponsor the Pueblo Chile Balloon Fest taking place at the Langoni Soccer Fields and in Historic Downtown Pueblo on Union Avenue on Friday, September 18th from 3:00 PM to 12:00 AM, Saturday, September 19th from 10:00 AM to 12:00 AM, and Sunday, September 20th, 2026, from 10:00 AM to 5:00 PM.

PREVIOUS COUNCIL ACTION:

Council supported this event in 2022, 2023, 2024, and 2025 for $2,500.

BACKGROUND:

City Council Member Ted Hernandez is requesting $2,500 to sponsor Pueblo Chamber of Commerce's Pueblo Chile Balloon Fest. The festival will take place at the Langoni Soccer Fields and in Historic Downtown Pueblo on Union Avenue on Friday, September 18th from 3:00 PM to 12:00 AM, Saturday, September 19th from 10:00 AM to 12:00 AM, and Sunday, September 20th, 2026, from 10:00 AM to 5:00 PM.

Pueblo Chamber of Commerce is a 501(c)(6) whose mission is to serve as a voice and advocate for the local business community, and for the people of the greater Pueblo area, creating an environment that promotes growth and prosperity.

Docusign Envelope ID: A678F306-195C-8B32-82BE-16359A026079

The Chile and Frijoles Festival was created to promote Pueblo's rich agriculture and encourage our community, and region, to buy local fresh products at any of the numerous farm stands and specialty shops available during the festival and year-round. The event features live entertainment, street vendors, and cooking competitions. It is held downtown along Union Avenue and draws in Pueblo residents as well as people from across the state and around the nation.

During Balloon Fest, 20+ giant hot air balloons will inflate and launch from Langoni Soccer Fields, and fly over the city of Pueblo for approximately 1–2 hours. Weather permitting, they will launch on Friday morning as a fun "press day", and Saturday and Sunday mornings from the soccer fields at Langoni Fields. On Friday and Saturday evening, weather permitting, a few balloons will inflate on the grassy knolls of the Riverwalk at Alan Hamel Dr & South Main with pilots present to share facts about Hot Air Balloons with spectators.

Approximately 20 balloonists will be traveling in for Balloon Fest with the total cost, including marketing & logistics, estimated at approximately $30,000. As of August 13, 2026, they had received approximately $20,000 in sponsorships. Sponsorship funds will be used to cover expenses related to bringing the volunteer balloonists and their equipment to Pueblo from other cities and out of state, and to provide housing and meals.

This sponsorship tier includes a hot air balloon ride for 3 people.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of $2,500 would be paid from the Council Contingencies Account in the 2026 General Fund Budget to Pueblo Chamber of Commerce.

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 Ted Hernandez.

ATTACHMENTS:

1. Sponsorship Request Packet - Greater Pueblo Chamber of Commerce - 115th Annual Gala
2. SOS - Pueblo Chamber of Commerce - 8.12.26
3. 2026 Contingencies (Council) Pueblo Chamber of Commerce - Pueblo Chile Balloon Fest

Docusign Envelope ID: A678F306-195C-8B32-82BE-16359A026079

RESOLUTION NO. 16413

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO PUEBLO CHAMBER OF COMMERCE IN THE AMOUNT OF $2,500 TO SPONSOR THE PUEBLO CHILE BALLOON FEST TAKING PLACE AT THE LANGONI SOCCER FIELDS AND IN HISTORIC DOWNTOWN PUEBLO ON UNION AVENUE ON FRIDAY, SEPTEMBER 18TH FROM 3:00 PM TO 12:00 AM, SATURDAY, SEPTEMBER 19TH FROM 10:00 AM TO 12:00 AM, AND SUNDAY, SEPTEMBER 20TH, 2026, FROM 10:00 AM TO 5:00 PM

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $2,500 from the Council Contingencies Account in the 2026 General Fund Budget is authorized to be paid to Pueblo Chamber of Commerce to sponsor the Pueblo Chile Balloon Fest taking place at the Langoni Soccer Fields and in Historic Downtown Pueblo on Union Avenue on Friday, September 18th from 3:00 PM to 12:00 AM, Saturday, September 19th from 10:00 AM to 12:00 AM, and Sunday, September 20th, 2026, from 10:00 AM to 5:00 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 24, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AD462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: Clyde Bishop F1C1AF8727D149A...
CITY CLERK

Sponsorship Request (COPY)

08/03/2026 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	Ted Hernandez
Requestor Name	Sally Carter McInnis
Today's Date	08/03/2026
Requestor Phone	[redacted]
Requestor Email	[redacted]
Business/Organization Name	Pueblo Chile Balloon Fest sponsored by the Pueblo Chamber of Commerce
Organization Website	https://www.facebook.com/PuebloChileBalloonFest
Please share your business or organizations mission/goals	To bring a free educational and awesome experience for all of Pueblo to the community. The balloon festival is a family event that offers a unique experience to many that would not have this type of experience. Our goal is to bring people from outside the community this event, growing the tourism impact of the Pueblo Chile Festival as the event is early in the morning and it expands the amount of time spent in Pueblo and everything it has to offer.
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 • Individuals with substance abuse disorders • Undocumented noncitizens • Unhoused individuals • Other
If other please explain	Absolutely everyone.
How many individuals did your organization serve last year?	believe attendance was between 15,000-20,000 over the weekend.
Requested Amount	$5,000
Please describe how the contribution will be used	To bring the 20+ balloonists, their equipment, to Pueblo. They are not "paid" to attend, they do this out of the love of the sport and wish to share it with others. We house, feed and pay for their propane and give them a "taste of Pueblo" in the tailgating, meals and swag. They come from Colorado, New Mexico, Missouri, Utah and Texas. Pueblo a becoming a favorite event in the season and our list of balloonists will be growing quickly in the next years. My husband and I and a few other volunteers organize, and put the event on as a completely volunteer group. The chamber provides the financial accounting to help us manage the account and provide fiscal accountability.
Sponsorship Benefits	City Logo in the Marketing of the Pueblo Chile Fest, Marketing material for the Pueblo Chile Balloon Fest, meet and greet with Pilots, rides and amazing crew experience for 2-4 people depending on sponsorship and weather permitting,
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.	We have many returning local businesses as sponsors including Sure-Lock Locksmith, Power Credit Union, Best Buy Tires, Gray's Coors Tavern, local Chick-Fil-A, Gaglianos, Do-Drop Inn Pizza. It costs $1,800-$2,000 per balloon for the expenses to put the festival on - so our goal to raise between $37,000 and $41,000.
Sponsorship request for	Event

Event Title	Pueblo Chile Balloon Fest
Event Date	09/19/2026
Event Start Time	6:45 AM (MDT)
Event End Time	11:00 AM (MDT)
Event Location	Langoni Soccer Fields, 24th & High
Admission to this event is	Free
What is the maximum capacity of your event?	50000
Event Description:	20+ giant hot air balloons will be inflating on the soccer fields, and taking flight over the city of Pueblo. They land in parks, open fields and empty spaces all around town after an hour or 2 of flying. Weather permitting, they will be inflating and flying on Friday morning as a fun "press day", Saturday and Sunday mornings from the soccer fields at Langoni Fields. Friday and Saturday evening, weather permitting, a few of the balloons will inflate down on the grassy knolls of the riverwalk at Allan Hammel Dr & South Main. The pilots are wonderful about explaining their equipment, involving the spectators in the process and being great ambassadors for the sport. My family has been flying balloons in Pueblo and all over the country since 1973.
Was this event also held last year?	Yes
Please provide the total cost for this event last year.	35000
How many people attended?	between 15,000 and 20,000 over the weekend
Does your organization hold multiple events per year?	No

Please upload supporting documents such as sponsorship request letter, event flyer etc.	2026SponsorShipLevels.pdf 2025BalloonFestPoster.JPG

Payment Details

Make check payable to	Greater Pueblo Chamber of Commerce
Address	Greater Pueblo Chamber of Commerce Balloon Fest Sponsorship 302 Santa Fe Dr Pueblo, CO 81003
Phone Number	719-250-3500

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

September 19-21, 2025

Friday, Saturday & Sunday 6:45 am Balloon Launch at 24th and High
Friday & Saturday 7:30pm Balloon Glow on the Riverwalk

Do Drop Inn
Famous!! "Pizza Factory"

Home of the Slopper
Gray's Coors Tavern
Since 1934
Pueblo, Colorado

Home of the Original
19 67
Chicken Sandwich

Quality
Inn & Suites

The First National Bank in Trinidad

Pueblo County Colorado
Agriculture Industry Recreation
1861
Business Technology

Martin Marietta

visitPUEBLO

xfinity

MICROTEL
Inn & Suites
By Wyndham
Official Lodging

Blueflame Gas, Inc.

T-Mobile FIBER

PCU
POWER
credit union

Sure-Lock Locksmith

city of PUEBLO colorado

BEST BUY
Tire & Wheel
719-225-8519
2101 Santa Fe Dr.

The Greater Pueblo Chamber
We Mean Business

September 18th – 20th, 2026
6th ANNUAL PUEBLO CHILE BALLOON FEST
SPONSORSHIP LEVELS

$1,500 - $10,000 levels all receive:

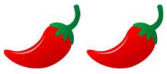
Sponsor Name on Balloon Basket Banner
Advertising in Balloon Fest printed program & online publications
Friday night meet & greet with the balloon pilots & crew
After flight tail-gates

$1,500 Level - Mild

Hot air balloon ride for 2 people (weather permitting)
Company Logo on Balloon Fest banners at main gates of Chile Festival & launch field
4 each 3 day passes to the Chile and Frijole Festival & 2 Pueblo Chile Balloon Fest t-shirts

$2,500 Level - Spicy

Hot air balloon ride for 3 people (weather permitting)
Medium Company Logo on Balloon Fest banners at main gates of Chile Festival & launch field
6 each 3 day passes to the Chile and Frijole Festival & 3 Pueblo Chile Balloon Fest t-shirts
Digital, Social Media, Radio and Print Advertising
Logo included on Official Poster, Festival T-shirt & 75,000 Entertainment Guides

$5,000 Level - 2X Spicy 

Hot air balloon ride for 4 people (weather permitting)
Large Company Logo on Balloon Fest banners at main gates of the Chile Festival & launch field.
Ability to place your own banners on the launch field and at the Chile Festival.
8 each 3 day passes to the Chile and Frijole Festival & 4 Pueblo Chile Balloon Fest t-shirts
Digital, Social Media, Radio and Print Advertising
Logo included on Official Poster, Festival T-shirt & 75,000 Entertainment Guides

$10,000 and above - Fire Breathing

Hot air balloon ride for 8 people (weather permitting)
Large Company Logo on Balloon Fest banners at main gates of the Chile Festival
Ability to place your own banners on the launch field and at the Chile Festival.
16 each 3 day passes to the Chile and Frijole Festival & 4 Pueblo Chile Balloon Fest t-shirts
Prominent Digital, Social , Radio and Print Advertising
Logo included on Official Poster, Festival T-shirt & 75,000 Entertainment Guides

$300 - $1,000 Friends of the Balloons

Digital & Social Media ~ t-shirts ~ Name on Field Signs ~ tickets to the Chile and Frijole Festival

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

PUEBLO CHAMBER OF COMMERCE

is a

Nonprofit Corporation

formed or registered on 06/03/1910 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 19871091067 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/11/2026 that have been posted, and by documents delivered to this office electronically through 08/12/2026 @ 09:50:56 .

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 08/12/2026 @ 09:50:56 in accordance with applicable law. This certificate is assigned Confirmation Number 18896386 .

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 2026 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		$ 750.00		$ 41,450.00
8/10/26	The Roselawn 1891 Co. - Wreaths Across America		$ 1,700.00		$ 39,750.00
8/10/26	Gen. Soc. Of Hispanic Amer. - Adelante Writers Conference		$ 1,000.00		$ 38,750.00
8/10/26	Spark the Change - Annual Suicide Memory Walk		$ 1,000.00		$ 37,750.00
8/24/26	Pueblo Chamber of Commerce - Pueblo Chile Balloon Fest		$ 2,500.00		$ 35,250.00

Docusign Envelope ID: A678F306-195C-8B32-82BE-16359A026079

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 24, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Ted Hernandez, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO MOUNTAIN PARK ENVIRONMENTAL ASSOCIATION (DBA NATURE AND WILDLIFE DISCOVERY CENTER) IN THE AMOUNT OF $2,500 TO SPONSOR THE LAND AND LEGACY BENEFIT DINNER ON FRIDAY, SEPTEMBER 25, 2026, FROM 5:00 TO 9:00 PM AT PUEBLO UNION DEPOT

SUMMARY:

Attached for consideration is a request for support of Mountain Park Environmental Association (DBA Nature and Wildlife Discovery Center) in the amount of $2,500 to sponsor the Land and Legacy Benefit Dinner on Friday, September 25, 2026, from 5:00 to 9:00 PM at Pueblo Union Depot.

PREVIOUS COUNCIL ACTION:

Council supported this organization’s Winter Solstice Celebration in 2024 for $900.

BACKGROUND:

City Council Member Ted Hernandez is requesting $2,500 to sponsor Mountain Park Environmental Association (DBA Nature and Wildlife Discovery Center) Land and Legacy Benefit Dinner. The fundraiser will take place on Friday, September 25, 2026, from 5:00 to 9:00 PM at Pueblo Union Depot.

Attendees of the Land and Legacy Benefit Dinner will enjoy a three-course culinary experience crafted by local Pueblo chefs, a fully hosted bar, live entertainment, a silent auction, and high-energy paddle raise. Funds raised at the event will be used to support their youth education programs, raptor rehabilitation programs, and the monumental recovery of Pueblo Mountain Park following the destruction from the Aspen Acres Fire, especially the Horseshoe Lodge.

Docusign Envelope ID: A678F306-195C-8B32-82BE-16359A026079

Mountain Park Environmental Association (DBA Nature and Wildlife Discovery Center) is a 501(c)(3) whose mission is to promote environmental stewardship and community health through nature education, wildlife rehabilitation, and outdoor recreation.

This sponsorship tier includes 8 VIP tickets to the event and complimentary NWDC annual memberships for all 8 guests.

The cost to attend is $75 and as of August 11, 2026, 50 tickets had been sold totaling $3,750. The estimated cost to host the event is $30,000 and as of August 13, 2026, they had $19,000 in pledged sponsorships.

FINANCIAL IMPLICATIONS

Payment of funds in the amount of $2,500 would be paid from the Council Contingencies Account in the 2026 General Fund Budget to Mountain Park Environmental Association (DBA Nature and Wildlife Discovery Center).

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 Ted Hernandez.

ATTACHMENTS:

1. Sponsorship Request Packet - Nature and Wildlife Discovery Center - Land and Legacy Dinner
2. SOS - Nature and Wildlife Discovery Center - 8.12.26
3. 2026 Contingencies (Council) Nature and Wildlife Discovery Center - Land and Legacy Dinner

Docusign Envelope ID: A678F306-195C-8B32-82BE-16359A026079

RESOLUTION NO. 16414

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO MOUNTAIN PARK ENVIRONMENTAL ASSOCIATION (DBA NATURE AND WILDLIFE DISCOVERY CENTER) IN THE AMOUNT OF $2,500 TO SPONSOR THE LAND AND LEGACY BENEFIT DINNER ON FRIDAY, SEPTEMBER 25, 2026, FROM 5:00 TO 9:00 PM AT PUEBLO UNION DEPOT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $2,500 from the Council Contingencies Account in the 2026 General Fund Budget is authorized to be paid to Mountain Park Environmental Association (DBA Nature and Wildlife Discovery Center) to sponsor the Land and Legacy Dinner on Friday, September 25, 2026, from 5:00 to 9:00 PM at Pueblo Union Depot.

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 24, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AB482...
PRESIDENT OF CITY COUNCIL

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

Sponsorship Request (COPY)

08/11/2026 10:41 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	Ted Hernandez
Requestor Name	Brodie Kettelkamp
Today's Date	08/11/2026
Requestor Phone	[redacted]
Requestor Email	[redacted]
Business/Organization Name	Nature and Wildlife Discovery Center (NWDC)
Organization Website	hikeandlearn.org
Please share your business or organizations mission/goals	To promote environmental stewardship and community health through nature education, wildlife rehabilitation, and outdoor recreation.
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
How many individuals did your organization serve last year?	500+
Requested Amount	2500
Please describe how the contribution will be used	Our organization is hosting a Land and Legacy Dinner Fundraiser at the Union Depot on Sept 25th. This fundraiser is intended to raise funds for our organization as we navigate challenging financial times following the destruction from the Aspen Acres Fire, especially the Horseshoe Lodge.
Sponsorship Benefits	Visibility & Recognition Logo on event signage and printed program. Recognition on the NWDC website and social media. Guest Experience 8 VIP Tickets to the event (includes complimentary NWDC annual memberships for all 8 guests). Reserved seating area.
Have you applied for CSAC funding?	No
Sponsorship request for	Event

Event Title	Land and Legacy Dinner
Event Date	09/25/2026
Event Start Time	5:00 PM (MDT)
Event End Time	9:00 PM (MDT)
Event Location	Union Depot
Admission to this event is	Paid
Cost of Admission	75
How many tickets have been sold for this event?	50
What is the maximum capacity of your event?	500
Event Description:	Experience Includes: A three-course culinary experience (appetizers, main, and dessert) crafted by incredible local Pueblo chefs. A fully hosted bar, live entertainment, and 500 community members standing in solidarity for our beloved outdoor spaces. A silent auction and high-energy paddle raise to fund the monumental recovery of Pueblo Mountain Park, as well as our continued youth education and raptor rehabilitation programs.
Was this event also held last year?	No
Please provide the estimated cost to hold this event this year.	15000
Does your organization hold multiple events per year?	Yes
If yes, please list the event titles and a short description.	Vulture Day - A day to learn about turkey vultures at the Raptor Center Winter Solstice - Winter celebration and yule log hunt.

Please upload supporting documents such as sponsorship request letter, event flyer etc.	Land & Legacy Sponsorship Packet (1) (2) (1).pdf
Please upload your most recent 990 if applicable	NWDC 2023_990.pdf

Payment Details

Make check payable to	Nature and Wildlife Discovery Center
Address	PO Box 99 Beulah CO 81023
Phone Number	719-470-8388

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

Land & Legacy

Dinner Sponsorship Packet

Pueblo Union Depot • Friday, September 25th • Benefiting the Nature & Wildlife Discovery Center

Rising from the Ashes: Join Us for the Land & Legacy "Resilience and Recovery" Benefit

As our community continues to process the devastating impacts of the Aspen Acre fire — which claimed the historic Horseshoe Lodge, vital park structures, and precious natural habitats — we are reminded that the heart of Pueblo Mountain Park isn't just in its buildings. It is in the people who love and steward this land.

On that note, we have decided not to cancel our annual summer fundraiser; instead, we are scaling it up! On Friday, September 25th, the Nature & Wildlife Discovery Center is pivoting to host a massive 500-person benefit at the iconic Union Depot in Pueblo. This evening is a powerful opportunity for our community to stand together, showing that NWDC remains the proud steward of the park and the leader of its ongoing rebuilding efforts. The fire may have changed our landscape, but it has not broken our spirit. We need you in the room on September 25th to help us write the next chapter of Pueblo Mountain Park!

Individual Tickets

- Standard Ticket ($75): Includes event entry, local chef food hall experience, and hosted bar.
- NWDC Member Ticket ($100): Includes all event access plus a 1-year annual membership to NWDC to actively support our recovery over the next year.

NATURE & WILDLIFE DISCOVERY CENTER

Event Details

When: Friday, September 25th | Event begins at 5:00 PM; dinner served at 6:00 PM
Location: Pueblo Union Depot, 132 W B St, Pueblo, CO 81003
Experience Includes:

- A three-course culinary experience (appetizers, main, and dessert) crafted by incredible local Pueblo chefs.
- A fully hosted bar, live entertainment, and 500 community members standing in solidarity for our beloved outdoor spaces.
- A silent auction and high-energy paddle raise to fund the monumental recovery of Pueblo Mountain Park, as well as our continued youth education and raptor rehabilitation programs.

Your Sponsorship is an Investment in:

- **Youth Access to Nature:**
  Ensuring thousands of children experience hands-on outdoor learning each year.

- **Conservation & Stewardship:**
  Restoring and protecting 650 acres of parkland, trails, and wildlife habitat.

- **Community Well-Being:**
  Strengthening programs that connect families, schools, and visitors to the natural world.

- **Legacy Preservation:**
  Rebuilding and caretaking Pueblo Mountain Park's historic structures and landscapes.

Sponsors receive meaningful visibility, mission-aligned recognition, and the opportunity to demonstrate leadership in conservation and community impact.

The Historic Pavilion, one of the only structures still standing after the Aspen Acres Fire

Sponsorship Levels & Benefits

Resilience Sponsor — $5,000

Visibility & Recognition

- Premier logo placement on all event signage, printed materials, and digital promotions.
- Featured verbal recognition from the stage during the paddle raise program.

Guest Experience

- 10 VIP Tickets to the event (includes priority check-in and complimentary NWDC annual memberships for all 10 guests).
- Reserved premier seating area/lounge space near the main stage.

Recovery Sponsor — $2,500

Visibility & Recognition

- Logo on event signage and printed program.
- Recognition on the NWDC website and social media.

Guest Experience

- 8 VIP Tickets to the event (includes complimentary NWDC annual memberships for all 8 guests).
- Reserved seating area.

Stewardship Sponsor — $1,000

Visibility & Recognition

- Name listed on event program and website.
- Inclusion in the sponsor slideshow during the event

Guest Experience

- 6 General Admission tickets to the event.

Community Supporter — $500

Visibility & Recognition

- Name listed on the event program

Guest Experience

- 4 General Admission tickets to the event.

How to Become a Sponsor

To reserve your sponsorship or request additional information, please contact:

Nature & Wildlife Discovery Center
Email: brodie@hikeandlearn.org

Sponsorships are confirmed on a first-come basis. Tables and recognition placements are limited.

Custom Sponsorship Opportunities

For businesses or individuals wishing to support a specific aspect of the event, custom sponsorships may be arranged.

Opportunities include:

- Food Hall Station Sponsor (8 Available) – $1,500: Exclusive logo placement at one of the 8 local chef tasting stations. Includes 4 tickets.
- Bar & Beverage Sponsor – $2,000: Prominent logo placement at the bar stations. Includes 6 tickets.
- Silent Auction Sponsor – $1,000: Logo placement on all silent auction tables and mobile bidding platforms. Includes 4 tickets.

About the Nature & Wildlife Discovery Center

The Nature & Wildlife Discovery Center (NWDC) is dedicated to connecting people with nature through education, conservation, and outdoor experiences. Serving more than 4,000 youth annually and stewarding 650 acres of land, NWDC plays a vital role in strengthening environmental literacy and community well-being across Southern Colorado.

Your support ensures that these programs continue to grow and thrive for generations to come.

CCC Crew taking a break on the Fire Tower in about 1937 >

Form **990**

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.

Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

A For the 2023 calendar year, or tax year beginning , 2023, and ending , 20

B Check if applicable:
☐ Address change
☐ Name change
☐ Initial return
☐ Final return/terminated
☐ Amended return
☐ Application pending

C Name of organization NATURE AND WILDLIFE DISCOVERY CENTER

Doing business as

Number and street (or P.O. box if mail is not delivered to street address): PO BOX 99

Room/suite

City or town, state or province, country, and ZIP or foreign postal code: BEULAH, CO 81023

D Employer identification number: 84-1526595

E Telephone number: (719)485-4444

G Gross receipts $1,172,550.

F Name and address of principal officer: TAYLOR DRIVER, PO BOX 99, BEULAH, CO 81023

H(a) Is this a group return for subordinates? ☐ Yes ☒ No

H(b) Are all subordinates included? ☐ Yes ☐ No

If "No," attach a list. See instructions.

H(c) Group exemption number

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) ( ) (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: WWW.HIKEANDLEARN.ORG

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other

L Year of formation: 1999

M State of legal domicile: CO

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities: TO PROMOTE ENVIRONMENTAL STEWARDSHIP AND COMMUNITY HEALTH THROUGH NATURE EDUCATION, WILDLIFE REHABILITATION AND OUTDOOR RECREATION.

2 Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	13
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	13
5	Total number of individuals employed in calendar year 2023 (Part V, line 2a)	5	28
6	Total number of volunteers (estimate if necessary)	6	165
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b	Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0.

Revenue

		Prior Year	Current Year
8	Contributions and grants (Part VIII, line 1h)	601,779.	775,195.
9	Program service revenue (Part VIII, line 2g)	355,753.	358,672.
10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	2,198.	15,958.
11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	16,433.	22,725.
12	Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	976,163.	1,172,550.

Expenses

13	Grants and similar amounts paid (Part IX, column (A), lines 1–3)		
14	Benefits paid to or for members (Part IX, column (A), line 4)		
15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	588,241.	735,328.
16a	Professional fundraising fees (Part IX, column (A), line 11e)		
b	Total fundraising expenses (Part IX, column (D), line 25) 21,100.		
17	Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	339,400.	389,770.
18	Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	927,641.	1,125,098.
19	Revenue less expenses. Subtract line 18 from line 12	48,522.	47,452.

Net Assets or Fund Balances

		Beginning of Current Year	End of Year
20	Total assets (Part X, line 16)	1,774,426.	1,885,381.
21	Total liabilities (Part X, line 26)	57,232.	106,690.
22	Net assets or fund balances. Subtract line 21 from line 20	1,717,194.	1,778,691.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer — Date: 08/09/2024

TAYLOR DRIVER, EXECUTIVE DIRECTOR
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
CRAIG DENLINGER	CRAIG DENLINGER	08/09/2024		P01063062

Firm's name: Artesian CPA LLC — Firm's EIN: 47-2370837

Firm's address: 6403 S Datura St, Littleton, CO 80120 — Phone no. (303)823-3220

May the IRS discuss this return with the preparer shown above? See instructions ☒ Yes ☐ No

For Paperwork Reduction Act Notice, see the separate instructions. **BAA** REV 05/09/24 PRO Form **990** (2023)

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III . . . . . ☐

1 Briefly describe the organization's mission:

TO PROMOTE ENVIRONMENTAL STEWARDSHIP AND COMMUNITY HEALTH THROUGH NATURE EDUCATION, WILDLIFE REHABILITATION AND OUTDOOR RECREATION.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? . . . . . ☐ Yes ☒ No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? . . . . . ☐ Yes ☒ No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses $ 779,866. including grants of $ 0.) (Revenue $ 0.)

TO INCREASE PUBLIC AWARENESS OF THE NATURAL WORLD AND TO EDUCATE ABOUT THE IMPACT HUMAN BEINGS HAVE ON THE NATURAL WORLD THROUGH OUTDOOR ACTIVITIES AND YOUTH PROGRAMS AND CLASSES.

4b (Code:) (Expenses $ including grants of $) (Revenue $)

4c (Code:) (Expenses $ including grants of $) (Revenue $)

4d Other program services (Describe on Schedule O.)
(Expenses $ including grants of $) (Revenue $)

4e Total program service expenses 779,866.

Part IV Checklist of Required Schedules

			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? *If "Yes," complete Schedule A*	1	X	
2	Is the organization required to complete Schedule B, Schedule of Contributors? See instructions	2	X	
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? *If "Yes," complete Schedule C, Part I*	3		X
4	**Section 501(c)(3) organizations.** Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? *If "Yes," complete Schedule C, Part II*	4		X
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Rev. Proc. 98-19? *If "Yes," complete Schedule C, Part III*	5		X
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? *If "Yes," complete Schedule D, Part I*	6		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? *If "Yes," complete Schedule D, Part II*	7		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? *If "Yes," complete Schedule D, Part III*	8		X
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability; serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? *If "Yes," complete Schedule D, Part IV*	9		X
10	Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi-endowments? *If "Yes," complete Schedule D, Part V*	10	X	
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable.			
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? *If "Yes," complete Schedule D, Part VI*	11a	X	
b	Did the organization report an amount for investments—other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VII*	11b		X
c	Did the organization report an amount for investments—program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VIII*	11c		X
d	Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part IX*	11d		X
e	Did the organization report an amount for other liabilities in Part X, line 25? *If "Yes," complete Schedule D, Part X*	11e		X
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? *If "Yes," complete Schedule D, Part X*	11f	X	
12a	Did the organization obtain separate, independent audited financial statements for the tax year? *If "Yes," complete Schedule D, Parts XI and XII*	12a	X	
b	Was the organization included in consolidated, independent audited financial statements for the tax year? *If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional*	12b		X
13	Is the organization a school described in section 170(b)(1)(A)(ii)? *If "Yes," complete Schedule E*	13		X
14a	Did the organization maintain an office, employees, or agents outside of the United States?	14a		X
b	Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at $100,000 or more? *If "Yes," complete Schedule F, Parts I and IV*	14b		X
15	Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or other assistance to or for any foreign organization? *If "Yes," complete Schedule F, Parts II and IV*	15		X
16	Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or other assistance to or for foreign individuals? *If "Yes," complete Schedule F, Parts III and IV.*	16		X
17	Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? *If "Yes," complete Schedule G, Part I.* See instructions	17		X
18	Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? *If "Yes," complete Schedule G, Part II*	18		X
19	Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a? *If "Yes," complete Schedule G, Part III*	19		X
20a	Did the organization operate one or more hospital facilities? *If "Yes," complete Schedule H*	20a		X
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b		
21	Did the organization report more than $5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? *If "Yes," complete Schedule I, Parts I and II*	21		X

Part IV Checklist of Required Schedules *(continued)*

			Yes	No
22	Did the organization report more than $5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? *If "Yes," complete Schedule I, Parts I and III*	22		×
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5, about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? *If "Yes," complete Schedule J*	23		×
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2002? *If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a*	24a		×
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d		
25a	**Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.** Did the organization engage in an excess benefit transaction with a disqualified person during the year? *If "Yes," complete Schedule L, Part I*	25a		×
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? *If "Yes," complete Schedule L, Part I*	25b		×
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? *If "Yes," complete Schedule L, Part II*	26		×
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? *If "Yes," complete Schedule L, Part III*	27		×
28	Was the organization a party to a business transaction with one of the following parties? (See the Schedule L, Part IV, instructions for applicable filing thresholds, conditions, and exceptions).			
a	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? *If "Yes," complete Schedule L, Part IV*	28a		×
b	A family member of any individual described in line 28a? *If "Yes," complete Schedule L, Part IV*	28b		×
c	A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? *If "Yes," complete Schedule L, Part IV*	28c		×
29	Did the organization receive more than $25,000 in noncash contributions? *If "Yes," complete Schedule M*	29		×
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? *If "Yes," complete Schedule M*	30		×
31	Did the organization liquidate, terminate, or dissolve and cease operations? *If "Yes," complete Schedule N, Part I*	31		×
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? *If "Yes," complete Schedule N, Part II*	32		×
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? *If "Yes," complete Schedule R, Part I*	33		×
34	Was the organization related to any tax-exempt or taxable entity? *If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1*	34		×
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a		×
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? *If "Yes," complete Schedule R, Part V, line 2*	35b		
36	**Section 501(c)(3) organizations.** Did the organization make any transfers to an exempt non-charitable related organization? *If "Yes," complete Schedule R, Part V, line 2*	36		×
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? *If "Yes," complete Schedule R, Part VI*	37		×
38	Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19? **Note:** All Form 990 filers are required to complete Schedule O	38	×	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V ☐

				Yes	No
1a	Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable	1a	0		
b	Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable	1b	0		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	1c			

Part V Statements Regarding Other IRS Filings and Tax Compliance *(continued)*

				Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	28		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?		2b	×	
3a	Did the organization have unrelated business gross income of $1,000 or more during the year?		3a		×
b	If "Yes," has it filed a Form 990-T for this year? *If "No" to line 3b, provide an explanation on Schedule O*		3b		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		4a		×
b	If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).				
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		5a		×
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		5b		×
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		5c		
6a	Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		6a		×
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		6b		
7	**Organizations that may receive deductible contributions under section 170(c).**				
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?		7a		×
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		7b		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		7c		×
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		7e		×
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		7f		×
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		7g		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		7h		
8	**Sponsoring organizations maintaining donor advised funds.** Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		8		
9	**Sponsoring organizations maintaining donor advised funds.**				
a	Did the sponsoring organization make any taxable distributions under section 4966?		9a		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		9b		
10	**Section 501(c)(7) organizations.** Enter:				
a	Initiation fees and capital contributions included on Part VIII, line 12	10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b			
11	**Section 501(c)(12) organizations.** Enter:				
a	Gross income from members or shareholders	11a			
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b			
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?		12a		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b			
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**				
a	Is the organization licensed to issue qualified health plans in more than one state? **Note:** See the instructions for additional information the organization must report on Schedule O.		13a		
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b			
c	Enter the amount of reserves on hand	13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year?		14a		×
b	If "Yes," has it filed a Form 720 to report these payments? *If "No," provide an explanation on Schedule O*		14b		
15	Is the organization subject to the section 4960 tax on payment(s) of more than $1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see the instructions and file Form 4720, Schedule N.		15		
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.		16		
17	**Section 501(c)(21) organizations.** Did the trust, or any disqualified or other person, engage in any activities that would result in the imposition of an excise tax under section 4951, 4952, or 4953? If "Yes," complete Form 6069.		17		

Part VI **Governance, Management, and Disclosure.** *For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.*

Check if Schedule O contains a response or note to any line in this Part VI . . . . . ☒

Section A. Governing Body and Management

				Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year . . If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.	1a	13		
b	Enter the number of voting members included on line 1a, above, who are independent .	1b	13		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2			☒
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person? .	3			☒
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4			☒
5	Did the organization become aware during the year of a significant diversion of the organization's assets? .	5			☒
6	Did the organization have members or stockholders?	6			☒
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a			☒
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b			☒
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:				
a	The governing body?	8a		☒	
b	Each committee with authority to act on behalf of the governing body?	8b		☒	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? *If "Yes," provide the names and addresses on Schedule O*	9			☒

Section B. Policies *(This Section B requests information about policies not required by the Internal Revenue Code.)*

			Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	10a		☒
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	☒	
b	Describe on Schedule O the process, if any, used by the organization to review this Form 990.			
12a	Did the organization have a written conflict of interest policy? *If "No," go to line 13*	12a	☒	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	☒	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? *If "Yes," describe on Schedule O how this was done*	12c	☒	
13	Did the organization have a written whistleblower policy?	13		☒
14	Did the organization have a written document retention and destruction policy?	14		☒
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official	15a		☒
b	Other officers or key employees of the organization	15b		☒
	If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a		☒
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

☐ Own website ☐ Another's website ☒ Upon request ☐ Other *(explain on Schedule O)*

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records.

TAYLOR DRIVER, PO BOX 99, BEULAH, CO 81023 (719)485-4444

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII . . . . . ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

• List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.

• List all of the organization's **current** key employees, if any. See the instructions for definition of "key employee."

• List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, box 6 of Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than $100,000 from the organization and any related organizations.

• List all of the organization's **former** officers, key employees, and highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations.

• List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations.

See the instructions for the order in which to list the persons above.

☒ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/ 1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/ 1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) DR. LISA WACHTEL CHAIRPERSON	1.00			X						
(2) CORINNE BROWN SECRETARY	1.00			X						
(3) CAREN ERMEL VICE CHAIRPERSON	1.00			X						
(4) JAMES STUART TREASURER	1.00			X						
(5) MICHAEL SPAHR MEMBER	1.00	X								
(6) AMANDA WEIDNER MEMBER	1.00	X								
(7) LAMAR TRANT MEMBER	1.00	X								
(8) DAVID COCKRELL MEMBER	1.00	X								
(9) ADAM DAVIDSON MEMBER	1.00	X								
(10) DR. PEG ROONEY MEMBER	1.00	X								
(11) CLEO ZARR MEMBER	1.00	X								
(12) APRIL BOJORQUEZ MEMBER	1.00	X								
(13) MONIQUE MAREZ MEMBER	1.00	X								
(14)										

Part VII **Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees** *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/ 1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/ 1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(15)										
(16)										
(17)										
(18)										
(19)										
(20)										
(21)										
(22)										
(23)										
(24)										
(25)										
1b **Subtotal**										
c **Total from continuation sheets to Part VII, Section A**										
d **Total (add lines 1b and 1c)**										

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 of reportable compensation from the organization

			Yes	No
3	Did the organization list any **former** officer, director, trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual*	3		×
4	For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? *If "Yes," complete Schedule J for such individual*	4		×
5	Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person*	5		×

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII . . . . . ☐

					(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512–514
Contributions, Gifts, Grants, and Other Similar Amounts	1a	Federated campaigns	1a					
	b	Membership dues	1b					
	c	Fundraising events	1c					
	d	Related organizations	1d					
	e	Government grants (contributions)	1e	636,118.				
	f	All other contributions, gifts, grants, and similar amounts not included above	1f	139,077.				
	g	Noncash contributions included in lines 1a–1f	1g	$				
	h	**Total.** Add lines 1a–1f			775,195.			
Program Service Revenue			Business Code					
	2a	RENTAL INCOME	999999		127,782.	127,782.	0.	0.
	b	CAMPS	999999		230,890.	230,890.	0.	0.
	c							
	d							
	e							
	f	All other program service revenue						
	g	**Total.** Add lines 2a–2f			358,672.			
Other Revenue	3	Investment income (including dividends, interest, and other similar amounts)			15,958.	15,958.	0.	0.
	4	Income from investment of tax-exempt bond proceeds						
	5	Royalties						
				(i) Real	(ii) Personal				
	6a	Gross rents	6a					
	b	Less: rental expenses	6b					
	c	Rental income or (loss)	6c					
	d	Net rental income or (loss)						
				(i) Securities	(ii) Other				
	7a	Gross amount from sales of assets other than inventory	7a					
	b	Less: cost or other basis and sales expenses	7b					
	c	Gain or (loss)	7c					
	d	Net gain or (loss)						
	8a	Gross income from fundraising events (not including $ _____ of contributions reported on line 1c). See Part IV, line 18	8a	6,363.				
	b	Less: direct expenses	8b					
	c	Net income or (loss) from fundraising events			6,363.		0.	6,363.
	9a	Gross income from gaming activities. See Part IV, line 19	9a					
	b	Less: direct expenses	9b					
	c	Net income or (loss) from gaming activities						
	10a	Gross sales of inventory, less returns and allowances	10a	10,761.				
	b	Less: cost of goods sold	10b					
	c	Net income or (loss) from sales of inventory			10,761.	10,761.	0.	0.
Miscellaneous Revenue			Business Code					
	11a	MISCELLANEOUS	999999		5,601.	5,601.	0.	0.
	b							
	c							
	d	All other revenue						
	e	**Total.** Add lines 11a–11d			5,601.			
	12	**Total revenue.** See instructions			1,172,550.	390,992.	0.	6,363.

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX . . . . . ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	68,315.	37,253.	15,531.	15,531.
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	560,274.	502,669.	57,605.	0.
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits	51,818.	44,509.	6,029.	1,280.
10 Payroll taxes	54,921.	47,178.	6,386.	1,357.
11 Fees for services (nonemployees):				
a Management	5,000.	5,000.	0.	0.
b Legal				
c Accounting	15,296.	0.	15,296.	0.
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A), amount, list line 11g expenses on Schedule O.)	42,947.	0.	42,947.	0.
12 Advertising and promotion	2,503.	0.	2,503.	0.
13 Office expenses				
14 Information technology				
15 Royalties				
16 Occupancy	78,644.	27,486.	51,158.	0.
17 Travel	18,625.	3,860.	14,765.	0.
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest	14,312.	0.	14,312.	0.
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	62,038.	53,287.	7,218.	1,533.
23 Insurance	43,086.	0.	43,086.	0.
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A), amount, list line 24e expenses on Schedule O.)				
a PROGRAM EXPENSE	56,976.	39,861.	15,716.	1,399.
b DONATIONS	0.	0.	0.	0.
c PRINTING	19,490.	9,035.	10,455.	0.
d FOOD AND BEVERAGE	11,212.	6,204.	5,008.	0.
e All other expenses	19,641.	3,524.	16,117.	0.
25 **Total functional expenses.** Add lines 1 through 24e	1,125,098.	779,866.	324,132.	21,100.
26 **Joint costs.** Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ☐ if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X . . . . . ☐

				(A) Beginning of year		(B) End of year
Assets	1	Cash—non-interest-bearing		489,945.	1	295,489.
	2	Savings and temporary cash investments			2	247,471.
	3	Pledges and grants receivable, net		305,557.	3	406,124.
	4	Accounts receivable, net			4	
	5	Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons			5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)			6	
	7	Notes and loans receivable, net			7	
	8	Inventories for sale or use		4,643.	8	3,971.
	9	Prepaid expenses and deferred charges		22,987.	9	
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 2,718,750.			
	b	Less: accumulated depreciation	10b 1,789,291.	951,294.	10c	929,459.
	11	Investments—publicly traded securities			11	
	12	Investments—other securities. See Part IV, line 11			12	
	13	Investments—program-related. See Part IV, line 11			13	
	14	Intangible assets			14	
	15	Other assets. See Part IV, line 11			15	2,867.
	16	**Total assets.** Add lines 1 through 15 (must equal line 33)		1,774,426.	16	1,885,381.
Liabilities	17	Accounts payable and accrued expenses		49,820.	17	96,333.
	18	Grants payable			18	
	19	Deferred revenue			19	
	20	Tax-exempt bond liabilities			20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D			21	
	22	Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons			22	
	23	Secured mortgages and notes payable to unrelated third parties			23	
	24	Unsecured notes and loans payable to unrelated third parties			24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17–24). Complete Part X of Schedule D		7,412.	25	10,357.
	26	**Total liabilities.** Add lines 17 through 25		57,232.	26	106,690.
Net Assets or Fund Balances		**Organizations that follow FASB ASC 958, check here ☒ and complete lines 27, 28, 32, and 33.**				
	27	Net assets without donor restrictions		1,714,194.	27	1,666,082.
	28	Net assets with donor restrictions		3,000.	28	112,609.
		Organizations that do not follow FASB ASC 958, check here ☐ and complete lines 29 through 33.				
	29	Capital stock or trust principal, or current funds			29	
	30	Paid-in or capital surplus, or land, building, or equipment fund			30	
	31	Retained earnings, endowment, accumulated income, or other funds			31	
	32	Total net assets or fund balances		1,717,194.	32	1,778,691.
	33	Total liabilities and net assets/fund balances		1,774,426.	33	1,885,381.

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI . . . . . ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	1,172,550.
2	Total expenses (must equal Part IX, column (A), line 25)	2	1,125,098.
3	Revenue less expenses. Subtract line 2 from line 1	3	47,452.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	1,717,194.
5	Net unrealized gains (losses) on investments	5	14,045.
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	1,778,691.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII . . . . . ☐

			Yes	No
1	Accounting method used to prepare the Form 990: ☐ Cash ☒ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant?	2a		X
	If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both.			
	☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
b	Were the organization's financial statements audited by an independent accountant?	2b	X	
	If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both.			
	☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?	2c	X	
	If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.			
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Uniform Guidance, 2 C.F.R. Part 200, Subpart F?	3a		X
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits	3b		

SCHEDULE A (Form 990)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.
Attach to Form 990 or Form 990-EZ.
Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Name of the organization	Employer identification number
NATURE AND WILDLIFE DISCOVERY CENTER	84-1526595

Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
2 ☐ A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E (Form 990).)
3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state:
5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
7 ☐ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
8 ☐ A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
9 ☐ An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university:
10 ☒ An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
11 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3)**. Check the box on lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.

a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
f Enter the number of supported organizations . . . . . .
g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1–10 above (see instructions))	(iv) Is the organization listed in your governing document? Yes	(iv) No	(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

Part II **Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**
(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 **Total.** Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 **Public support.** Subtract line 5 from line 4						

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 **Total support.** Add lines 7 through 10						

12 Gross receipts from related activities, etc. (see instructions) **12**

13 **First 5 years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** . . . . . ☐

Section C. Computation of Public Support Percentage

14 Public support percentage for 2023 (line 6, column (f), divided by line 11, column (f)) . . . . **14** %

15 Public support percentage from 2022 Schedule A, Part II, line 14 . . . . . **15** %

16a **33 1/3% support test—2023.** If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and **stop here**. The organization qualifies as a publicly supported organization . . . . . ☐

b **33 1/3% support test—2022.** If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and **stop here**. The organization qualifies as a publicly supported organization . . . . . ☐

17a **10%-facts-and-circumstances test—2023.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here**. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization . . . . . ☐

b **10%-facts-and-circumstances test—2022.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here**. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization . . . . . ☐

18 **Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions . . . . . ☐

Part III Support Schedule for Organizations Described in Section 509(a)(2)
(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	599,114.	680,712.	730,435.	601,779.	775,195.	3,387,235.
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose	237,194.	117,845.	206,971.	355,753.	358,672.	1,276,435.
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 **Total.** Add lines 1 through 5	836,308.	798,557.	937,406.	957,532.	1,133,867.	4,663,670.
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of $5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 **Public support.** (Subtract line 7c from line 6.)						4,663,670.

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f) Total
9 Amounts from line 6	836,308.	798,557.	937,406.	957,532.	1,133,867.	4,663,670.
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	573.	146.	4.	2,198.	15,958.	18,879.
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b	573.	146.	4.	2,198.	15,958.	18,879.
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)			19,567.			19,567.
13 **Total support.** (Add lines 9, 10c, 11, and 12.)	836,881.	798,703.	956,977.	959,730.	1,149,825.	4,702,116.

14 **First 5 years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ☐

Section C. Computation of Public Support Percentage

15	Public support percentage for 2023 (line 8, column (f), divided by line 13, column (f))	15	99.18 %
16	Public support percentage from 2022 Schedule A, Part III, line 15	16	98.99 %

Section D. Computation of Investment Income Percentage

17	Investment income percentage for **2023** (line 10c, column (f), divided by line 13, column (f))	17	0.4 %
18	Investment income percentage from **2022** Schedule A, Part III, line 17	18	0.09 %

19a **33 1/3% support tests—2023.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization ☒

b **33 1/3% support tests—2022.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization ☐

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ☐

Part IV **Supporting Organizations**

(Complete only if you checked a box on line 12 of Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

			Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? *If "No," describe in* ***Part VI*** *how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.*	1		
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? *If "Yes," explain in* ***Part VI*** *how the organization determined that the supported organization was described in section 509(a)(1) or (2).*	2		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? *If "Yes," answer lines 3b and 3c below.*	3a		
b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? *If "Yes," describe in* ***Part VI*** *when and how the organization made the determination.*	3b		
c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? *If "Yes," explain in* ***Part VI*** *what controls the organization put in place to ensure such use.*	3c		
4a	Was any supported organization not organized in the United States ("foreign supported organization")? *If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.*	4a		
b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? *If "Yes," describe in* ***Part VI*** *how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.*	4b		
c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? *If "Yes," explain in* ***Part VI*** *what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.*	4c		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? *If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in* ***Part VI****, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).*	5a		
b	**Type I or Type II only.** Was any added or substituted supported organization part of a class already designated in the organization's organizing document?	5b		
c	**Substitutions only.** Was the substitution the result of an event beyond the organization's control?	5c		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? *If "Yes," provide detail in* ***Part VI****.*	6		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? *If "Yes," complete Part I of Schedule L (Form 990).*	7		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? *If "Yes," complete Part I of Schedule L (Form 990).*	8		
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? *If "Yes," provide detail in* ***Part VI****.*	9a		
b	Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? *If "Yes," provide detail in* ***Part VI****.*	9b		
c	Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? *If "Yes," provide detail in* ***Part VI****.*	9c		
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? *If "Yes," answer line 10b below.*	10a		
b	Did the organization have any excess business holdings in the tax year? *(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)*	10b		

Part IV Supporting Organizations *(continued)*

			Yes	No
11	Has the organization accepted a gift or contribution from any of the following persons?			
a	A person who directly or indirectly controls, either alone or together with persons described on lines 11b and 11c below, the governing body of a supported organization?	11a		
b	A family member of a person described on line 11a above?	11b		
c	A 35% controlled entity of a person described on line 11a or 11b above? *If "Yes" to line 11a, 11b, or 11c, provide detail in* ***Part VI****.*	11c		

Section B. Type I Supporting Organizations

			Yes	No
1	Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? *If "No," describe in* ***Part VI*** *how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.*	1		
2	Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? *If "Yes," explain in* ***Part VI*** *how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.*	2		

Section C. Type II Supporting Organizations

			Yes	No
1	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? *If "No," describe in* ***Part VI*** *how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).*	1		

Section D. All Type III Supporting Organizations

			Yes	No
1	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	1		
2	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s), or (ii) serving on the governing body of a supported organization? *If "No," explain in* ***Part VI*** *how the organization maintained a close and continuous working relationship with the supported organization(s).*	2		
3	By reason of the relationship described on line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? *If "Yes," describe in* ***Part VI*** *the role the organization's supported organizations played in this regard.*	3		

Section E. Type III Functionally Integrated Supporting Organizations

1 *Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (****see instructions****).*

a ☐ The organization satisfied the Activities Test. *Complete* ***line 2*** *below.*

b ☐ The organization is the parent of each of its supported organizations. *Complete* ***line 3*** *below.*

c ☐ The organization supported a governmental entity. *Describe in* ***Part VI*** *how you supported a governmental entity (see instructions).*

			Yes	No
2	Activities Test. ***Answer lines 2a and 2b below.***			
a	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? *If "Yes," then in* ***Part VI identify those supported organizations and explain*** *how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.*	2a		
b	Did the activities described on line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? *If "Yes," explain in* ***Part VI*** *the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.*	2b		
3	Parent of Supported Organizations. ***Answer lines 3a and 3b below.***			
a	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? *If "Yes" or "No," provide details in* ***Part VI****.*	3a		
b	Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? *If "Yes," describe in* ***Part VI*** *the role played by the organization in this regard.*	3b		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (*explain in* ***Part VI***). **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A—Adjusted Net Income			(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1		
2	Recoveries of prior-year distributions	2		
3	Other gross income (see instructions)	3		
4	Add lines 1 through 3.	4		
5	Depreciation and depletion	5		
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6		
7	Other expenses (see instructions)	7		
8	**Adjusted Net Income** (subtract lines 5, 6, and 7 from line 4)	8		

Section B—Minimum Asset Amount			(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a	Average monthly value of securities	1a		
b	Average monthly cash balances	1b		
c	Fair market value of other non-exempt-use assets	1c		
d	**Total** (add lines 1a, 1b, and 1c)	1d		
e	**Discount** claimed for blockage or other factors *(explain in detail in* ***Part VI****)*:			
2	Acquisition indebtedness applicable to non-exempt-use assets	2		
3	Subtract line 2 from line 1d.	3		
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4		
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5		
6	Multiply line 5 by 0.035.	6		
7	Recoveries of prior-year distributions	7		
8	**Minimum Asset Amount** (add line 7 to line 6)	8		

Section C—Distributable Amount				Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1		
2	Enter 0.85 of line 1.	2		
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3		
4	Enter greater of line 2 or line 3.	4		
5	Income tax imposed in prior year	5		
6	**Distributable Amount.** Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6		

7 ☐ Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

Part V **Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations** *(continued)*

Section D—Distributions			**Current Year**
1	Amounts paid to supported organizations to accomplish exempt purposes	**1**	
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	**2**	
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	**3**	
4	Amounts paid to acquire exempt-use assets	**4**	
5	Qualified set-aside amounts (prior IRS approval required—*provide details in* ***Part VI***)	**5**	
6	Other distributions (*describe in* ***Part VI***). See instructions.	**6**	
7	**Total annual distributions.** Add lines 1 through 6.	**7**	
8	Distributions to attentive supported organizations to which the organization is responsive (*provide details in* ***Part VI***). See instructions.	**8**	
9	Distributable amount for 2023 from Section C, line 6	**9**	
10	Line 8 amount divided by line 9 amount	**10**	

Section E—Distribution Allocations (see instructions)		**(i) Excess Distributions**	**(ii) Underdistributions Pre-2023**	**(iii) Distributable Amount for 2023**
1	Distributable amount for 2023 from Section C, line 6			
2	Underdistributions, if any, for years prior to 2023 (reasonable cause required—*explain in* ***Part VI***). See instructions.			
3	Excess distributions carryover, if any, to 2023			
a	From 2018			
b	From 2019			
c	From 2020			
d	From 2021			
e	From 2022			
f	**Total** of lines 3a through 3e			
g	Applied to underdistributions of prior years			
h	Applied to 2023 distributable amount			
i	Carryover from 2018 not applied (see instructions)			
j	Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4	Distributions for 2023 from Section D, line 7: $			
a	Applied to underdistributions of prior years			
b	Applied to 2023 distributable amount			
c	Remainder. Subtract lines 4a and 4b from line 4.			
5	Remaining underdistributions for years prior to 2023, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, *explain in* ***Part VI***. See instructions.			
6	Remaining underdistributions for 2023. Subtract lines 3h and 4b from line 1. For result greater than zero, *explain in* ***Part VI***. See instructions.			
7	**Excess distributions carryover to 2024.** Add lines 3j and 4c.			
8	Breakdown of line 7:			
a	Excess from 2019 . . .			
b	Excess from 2020 . . .			
c	Excess from 2021 . . .			
d	Excess from 2022 . . .			
e	Excess from 2023 . . .			

Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

Pt III Ln 12: Other Income Part III, Line 12

Schedule B (Form 990)

Department of the Treasury
Internal Revenue Service

Schedule of Contributors

Attach to Form 990, 990-EZ, or 990-PF.
Go to *www.irs.gov/Form990* for the latest information.

OMB No. 1545-0047

2023

Name of the organization	**Employer identification number**
NATURE AND WILDLIFE DISCOVERY CENTER	84-1526595

Organization type (check one):

Filers of:	**Section:**
Form 990 or 990-EZ	☒ 501(c)(3) (enter number) organization
	☐ 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation
	☐ 527 political organization
Form 990-PF	☐ 501(c)(3) exempt private foundation
	☐ 4947(a)(1) nonexempt charitable trust treated as a private foundation
	☐ 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

☒ For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling $5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

☐ For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33⅓% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (**1**) $5,000; or (**2**) 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than $1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than $1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling $5,000 or more during the year . . . . . $ _____

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990).

Name of organization: NATURE AND WILDLIFE DISCOVERY CENTER

Employer identification number: 84-1526595

Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	Nextera Energy 700 Universe Blvd Juno Beach FL 33408	$ 20,000.	☒ Person ☐ Payroll ☐ Noncash (Complete Part II for noncash contributions.)
2	Ryals Family Foundation 84 Ironweed Drive PUEBLO CO 81001	$ 5,000.	☒ Person ☐ Payroll ☐ Noncash (Complete Part II for noncash contributions.)
		$	☐ Person ☐ Payroll ☐ Noncash (Complete Part II for noncash contributions.)
		$	☐ Person ☐ Payroll ☐ Noncash (Complete Part II for noncash contributions.)
		$	☐ Person ☐ Payroll ☐ Noncash (Complete Part II for noncash contributions.)
		$	☐ Person ☐ Payroll ☐ Noncash (Complete Part II for noncash contributions.)

Name of organization: NATURE AND WILDLIFE DISCOVERY CENTER

Employer identification number: 84-1526595

Part II **Noncash Property** (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	

Name of organization: NATURE AND WILDLIFE DISCOVERY CENTER

Employer identification number: 84-1526595

Part III ***Exclusively*** **religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than $1,000 for the year from any one contributor.** Complete columns **(a)** through **(e) and** the following line entry. For organizations completing Part III, enter the total of *exclusively* religious, charitable, etc., contributions of **$1,000 or less** for the year. (Enter this information once. See instructions.) $ _____

Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

SCHEDULE D (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
Attach to Form 990.
Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Name of the organization
NATURE AND WILDLIFE DISCOVERY CENTER

Employer identification number
84-1526595

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

		(a) Donor advised funds	(b) Funds and other accounts
1	Total number at end of year		
2	Aggregate value of contributions to (during year)		
3	Aggregate value of grants from (during year)		
4	Aggregate value at end of year		

5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? ☐ Yes ☐ No

6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? ☐ Yes ☐ No

Part II Conservation Easements

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).

☐ Preservation of land for public use (for example, recreation or education)
☐ Preservation of a historically important land area
☐ Protection of natural habitat
☐ Preservation of a certified historic structure
☐ Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

			Held at the End of the Tax Year
a	Total number of conservation easements	2a	
b	Total acreage restricted by conservation easements	2b	
c	Number of conservation easements on a certified historic structure included on line 2a	2c	
d	Number of conservation easements included on line 2c acquired after July 25, 2006, and not on a historic structure listed in the National Register	2d	

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year

4 Number of states where property subject to conservation easement is located

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year

8 Does each conservation easement reported on line 2d above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items.

(i) Revenue included on Form 990, Part VIII, line 1 $

(ii) Assets included in Form 990, Part X $

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items.

a Revenue included on Form 990, Part VIII, line 1 $

b Assets included in Form 990, Part X $

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets *(continued)*

3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply).

a ☐ Public exhibition
b ☐ Scholarly research
c ☐ Preservation for future generations
d ☐ Loan or exchange program
e ☐ Other _____

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? . . ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian, or other intermediary for contributions or other assets not included on Form 990, Part X? . . . ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII and complete the following table.

		Amount
c Beginning balance	1c	
d Additions during the year	1d	
e Distributions during the year	1e	
f Ending balance	1f	

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided in Part XIII . . . ☐

Part V Endowment Funds

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance	3,000.				
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance	3,000.				

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

a Board designated or quasi-endowment _____ %
b Permanent endowment _____ %
c Term endowment _____ %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

		Yes	No
(i) Unrelated organizations?	3a(i)		
(ii) Related organizations?	3a(ii)		
b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?	3b		

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements	2,597,004.		1,789,291.	807,713.
d Equipment	76,543.			76,543.
e Other	45,203.			45,203.
Total. Add lines 1a through 1e. *(Column (d) must equal Form 990, Part X, line 10c, column (B))*				929,459.

Part VII Investments—Other Securities
Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. *(Column (b) must equal Form 990, Part X, line 12, col. (B))*		

Part VIII Investments—Program Related
Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. *(Column (b) must equal Form 990, Part X, line 13, col. (B))*		

Part IX Other Assets
Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, line 15, col. (B))*	

Part X Other Liabilities
Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) RENTAL DEPOSIT	10,357.
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, line 25, col. (B))*	10,357.

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII . ☐

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return
Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements			1	1,207,982.
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:				
a	Net unrealized gains (losses) on investments	2a	14,045.		
b	Donated services and use of facilities	2b	21,387.		
c	Recoveries of prior year grants	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines **2a** through **2d**			2e	35,432.
3	Subtract line **2e** from line **1**			3	1,172,550.
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines **4a** and **4b**			4c	
5	Total revenue. Add lines **3** and **4c.** *(This must equal Form 990, Part I, line 12.)*			5	1,172,550.

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return
Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements			1	1,146,485.
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:				
a	Donated services and use of facilities	2a	21,387.		
b	Prior year adjustments	2b			
c	Other losses	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines **2a** through **2d**			2e	21,387.
3	Subtract line **2e** from line **1**			3	1,125,098.
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines **4a** and **4b**			4c	
5	Total expenses. Add lines **3** and **4c.** *(This must equal Form 990, Part I, line 18.)*			5	1,125,098.

Part XIII Supplemental Information

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

Pt XI, Line 2d: ROUNDING ADJUSTMENT

Part XIII Supplemental Information *(continued)*

SCHEDULE O (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.

Attach to Form 990 or Form 990-EZ.

Go to *www.irs.gov/Form990* for the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Name of the organization	Employer identification number
NATURE AND WILDLIFE DISCOVERY CENTER	84-1526595

Pt VI, Line 12c: THE ORGANIZATION ENSURES COMPLIANCE WITH THE CONFLICT OF INTEREST POLICY ON A REGULAR BASIS.

Pt VI, Line 11b: THE BOARD REVIEWS FORM 990 BEFORE IT IS SUBMITTED TO THE IRS.

Form **8879-TE**

Department of the Treasury
Internal Revenue Service

IRS E-file Signature Authorization for a Tax Exempt Entity

For calendar year 2023, or fiscal year beginning _____, 2023, and ending _____, 20_____

Do not send to the IRS. Keep for your records.
Go to *www.irs.gov/Form8879TE* for the latest information.

OMB No. 1545-0047

2023

Name of filer
NATURE AND WILDLIFE DISCOVERY CENTER

EIN or SSN
84-1526595

Name and title of officer or person subject to tax
TAYLOR DRIVER, EXECUTIVE DIRECTOR

Part I Type of Return and Return Information

Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line **1a**, **2a**, **3a**, **4a**, **5a**, **6a**, **7a**, **8a**, **9a**, or **10a** below, and the amount on that line for the return being filed with this form was blank, then leave line **1b**, **2b**, **3b**, **4b**, **5b**, **6b**, **7b**, **8b**, **9b**, or **10b**, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than one line in Part I.

1a	**Form 990** check here . . . ☒	**b**	**Total revenue**, if any (Form 990, Part VIII, column (A), line 12) . .	**1b**	1,172,550.
2a	**Form 990-EZ** check here . . ☐	**b**	**Total revenue**, if any (Form 990-EZ, line 9)	**2b**	
3a	**Form 1120-POL** check here . . ☐	**b**	**Total tax** (Form 1120-POL, line 22)	**3b**	
4a	**Form 990-PF** check here . . ☐	**b**	**Tax based on investment income** (Form 990-PF, Part V, line 5) .	**4b**	
5a	**Form 8868** check here . . . ☐	**b**	**Balance due** (Form 8868, line 3c)	**5b**	
6a	**Form 990-T** check here . . ☐	**b**	**Total tax** (Form 990-T, Part III, line 4)	**6b**	
7a	**Form 4720** check here . . . ☐	**b**	**Total tax** (Form 4720, Part III, line 1)	**7b**	
8a	**Form 5227** check here . . . ☐	**b**	**FMV of assets at end of tax year** (Form 5227, Item D)	**8b**	
9a	**Form 5330** check here . . . ☐	**b**	**Tax due** (Form 5330, Part II, line 19)	**9b**	
10a	**Form 8038-CP** check here . . ☐	**b**	**Amount of credit payment requested** (Form 8038-CP, Part III, line 22)	**10b**	

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that ☒ I am an officer of the above entity or ☐ I am a person subject to tax with respect to (name of entity) _____, (EIN) _____ and that I have examined a copy of the 2023 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS (**a**) an acknowledgement of receipt or reason for rejection of the transmission, (**b**) the reason for any delay in processing the return or refund, and (**c**) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

☒ I authorize Artesian CPA LLC to enter my PIN 2 6 5 9 5 as my signature

ERO firm name

Enter five numbers, but do not enter all zeros

on the tax year 2023 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

☐ As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2023 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax _____ Date 08/09/2024

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

8 4 0 1 9 9 1 2 3 4 5

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2023 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163**, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature _____ Date _____

ERO Must Retain This Form — See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

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,

Nature and Wildlife Discovery Center

is a

Nonprofit Corporation

formed or registered on 03/09/1999 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 19991043994 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/11/2026 that have been posted, and by documents delivered to this office electronically through 08/12/2026 @ 10:40:27 .

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 08/12/2026 @ 10:40:27 in accordance with applicable law. This certificate is assigned Confirmation Number 18896791 .

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 2026 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
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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		$ 750.00		$ 41,450.00
8/10/26	The Roselawn 1891 Co. - Wreaths Across America		$ 1,700.00		$ 39,750.00
8/10/26	Gen. Soc. Of Hispanic Amer. - Adelante Writers Conference		$ 1,000.00		$ 38,750.00
8/10/26	Spark the Change - Annual Suicide Memory Walk		$ 1,000.00		$ 37,750.00
8/24/26	Pueblo Chamber of Commerce - Pueblo Chile Balloon Fest		$ 2,500.00		$ 35,250.00
8/24/26	Nature and Wildlife Discovery Center - Land and Legacy Dinner		$ 2,500.00		$ 32,750.00

Docusign Envelope ID: A678F306-195C-8B32-82BE-16359A026079

City Clerk's Office Item # Q3

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 24, 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 PARKVIEW FOUNDATION IN THE AMOUNT OF $2,000 TO SPONSOR THE 45TH ANNUAL STARLIGHT GALA - GOLDEN LEGACY ON FRIDAY, SEPTEMBER 25, 2026, FROM 5:30 TO 10:00 PM AT THE PUEBLO CONVENTION CENTER

SUMMARY:

Attached for consideration is a request for support of Parkview Foundation in the amount of $2,000 to sponsor the 45th Annual Starlight Gala - Golden Legacy on Friday, September 25, 2026, from 5:30 to 10:00 PM at the Pueblo Convention Center.

PREVIOUS COUNCIL ACTION:

Council supported this event in 2025 for $1,500.

BACKGROUND:

City Council Member Brett Boston is requesting $2,000 to sponsor Parkview Foundation's 45th Annual Starlight Gala - Golden Legacy. The event will take place on Friday, September 25, 2026, from 5:30 to 10:00 PM at the Pueblo Convention Center.

This year's Golden Legacy Gala fundraiser will bring together community leaders, partners, and foundation supporters to celebrate five decades of philanthropic impact and the many ways donor generosity has transformed healthcare in Southern Colorado. The evening will also honor the Pueblo Police Department and Pueblo County Sheriff's Office for their dedication, service, and partnership in helping protect our community.

Guests will enjoy cocktails, dinner, entertainment, silent and live auctions, and inspiring stories from donors, board members, hospital staff, and departments whose programs and services have been enhanced through philanthropic support.

Docusign Envelope ID: A678F306-195C-8B32-82BE-16359A026079

Parkview Foundation is a 501(c)(3) whose purpose is to connect donors with opportunities to advance health care excellence, fund innovation, and provide support for patients, families, and staff throughout Southern Colorado.

Proceeds from this year's event will be split evenly in thirds between Pueblo Police Department, Pueblo County Sheriff's Office, and Parkview Foundation, which will fund priority hospital initiatives that advance patient care, support healthcare professionals, and strengthen services for our community.

As of August 13, 2026, they had received $57,000 in sponsorships and donations. The cost to attend is $150 and this sponsorship tier includes a table for 10.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of $2,000 would be paid from the Council Contingencies Account in the 2026 General Fund Budget to Parkview Foundation.

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 - Parkview Foundation - 45th Annual Starlight Gala
2. SOS - Parkview Foundation - 8.12.26
3. 2026 Contingencies (Council) Parkview Foundation - 45th Annual Starlight Gala

Docusign Envelope ID: A678F306-195C-8B32-82BE-16359A026079

RESOLUTION NO. 16415

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO PARKVIEW FOUNDATION IN THE AMOUNT OF $2,000 TO SPONSOR THE 45TH ANNUAL STARLIGHT GALA - GOLDEN LEGACY ON FRIDAY, SEPTEMBER 25, 2026, FROM 5:30 TO 10:00 PM AT THE PUEBLO CONVENTION CENTER

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $2,000 from the Council Contingencies Account in the 2026 General Fund Budget is authorized to be paid to Parkview Foundation to sponsor the 45th Annual Starlight Gala - Golden Legacy on Friday, September 25, 2026, from 5:30 to 10:00 PM at the Pueblo Convention Center.

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 24, 2026

BY: Roger Gomez
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: Clyde Bishop F1C1AF0727B149A...
CITY CLERK

Sponsorship Request (COPY)

07/23/2026 11:34 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	Pueblo City Council
Requestor Name	UCHealth Parkview Foundation - Deanna Cowan (Administrative Assistant)
Today's Date	07/23/2026
Requestor Phone	[redacted]
Requestor Email	[redacted]
Business/Organization Name	Parkview Foundation
Organization Website	https://uchealthparkviewfoundation.org/
Please share your business or organizations mission/goals	At the UCHealth Parkview Foundation, we believe a healthy community starts with compassionate care and the people who make it possible. Every donation to the Foundation directly supports programs, equipment, and services that improve the lives of patients, families, and staff at UCHealth Parkview Medical Center. Your generosity provides lifesaving technology, advanced training for health care professionals, health care scholarships and assistance for patients and employees facing unexpected challenges. Together, we are strengthening the future of health care in Southern Colorado. UCHealth Parkview Foundation helps provide the most advanced medical technology, professional training, and compassionate assistance to those who need it most.
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)	• Youth • Adults • Disadvantaged – low income • Families • Senior Citizens • LGBTQ+ • Persons with disabilities • Veterans • Individuals with substance abuse disorders

	• Unhoused individuals • Undocumented noncitizens
How many individuals did your organization serve last year?	In the past year, UCHealth Parkview caregivers supported nearly 20,000 inpatient visits, treated 77,000 patients in emergency departments, and welcomed more than 400,000 visits to Pueblo-area clinics. As our Foundation provides support to numerous hospital programs and departments throughout the year, there are several ways in which we support the patients seen on any given day.
Requested Amount	$2,000 or other sponsorship perferred
Please describe how the contribution will be used	Join the UCHealth Parkview Foundation for an unforgettable evening as we celebrate the 45th Annual Starlight Gala and honor the Foundation's 50-year legacy of caring for our community. This year's Golden Legacy Gala will bring together community leaders, partners, and supporters to celebrate five decades of philanthropic impact and the many ways donor generosity has transformed healthcare in Southern Colorado. The evening will also honor the Pueblo Police Department and Pueblo County Sheriff's Office for their dedication, service, and partnership in helping protect our community. Proceeds from this year's event will support these honored organizations and fund priority hospital initiatives that advance patient care, support healthcare professionals, and strengthen services for our community.
Sponsorship Benefits	Corporate Table Sponsorship of $2,000 includes table of ten + logo on table and screens. Other sponsorship opportunities are available for more recognition during the event and can be found on our website at https://uchealthparkviewfoundation.org/2025/annual-starlight-gala-2026/#event-details|3
Have you applied for CSAC funding?	No
Sponsorship request for	Event

Event Title	45th Annual Starlight Gala - Golden Legacy
Event Date	09/25/2026
Event Start Time	5:30 PM (MDT)
Event End Time	10:00 PM (MDT)
Event Location	Pueblo Convention Center - Exhibit Hall
Admission to this event is	Paid
Cost of Admission	Individual Ticket $150 - Sponsorship levels available starting at $2,000 which include admission
Event Description:	Join the UCHealth Parkview Foundation for an unforgettable evening as we celebrate the 45th Annual Starlight Gala and honor the Foundation's 50-year legacy of caring for our community. This year's Golden Legacy Gala will bring together community leaders, partners, and supporters to celebrate five decades of philanthropic impact and the many ways donor generosity has transformed healthcare in Southern Colorado. The evening will also honor the Pueblo Police Department and Pueblo County Sheriff's Office for their dedication, service, and partnership in helping protect our community. Proceeds from this year's event will support these honored organizations and fund priority hospital initiatives that advance patient care, support healthcare professionals, and strengthen services for our community. Guests will enjoy cocktails, dinner, entertainment, silent and live auctions, and inspiring stories from donors, board members, hospital staff, and departments whose programs and services have been enhanced through philanthropic support. Together, we will celebrate the legacy that has brought us here and help build the future of healthcare in Southern Colorado.
Was this event also held last year?	Yes
Does your organization hold multiple events per year?	Yes
If yes, please list the event titles and a short description.	Parkview Foundation Golf Challenge held in May 2026- fundraiser to support our Health Care Scholarship Program; Daisy Award Program luncheon held in April 2026 - tribute and informational luncheon which supports our nurse recognition program

Please upload supporting documents such as sponsorship request letter, event flyer etc.	Website Gala Sponsorship.pdf

Payment Details

Make check payable to	UCHealth Parkview Foundation
Address	400 W 16th Street Pueblo, CO 81003
Phone Number	719-584-4526

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

Join us as we celebrate 50 years of generosity, honor those who help build our legacy, and invest in the next chapter of health care in Southern Colorado.

SPONSORSHIP OPPORTUNITIES

SPONSORSHIP LEVEL	INVESTMENT	RECOGNITION & BENEFITS
GOLDEN PILLAR *(Dinner Sponsor)*	$7,500	Logo on dinner menu and event screens, half page program ad, and two premium reserved tables of ten
ENTERTAINMENT SPONSOR	$5,000	On-stage recognition, logo on entertainment signage and program, and one premium reserved table of ten
MILESTONE SPONSOR *(Hospitability)*	$5,000	Branding at guest check-in, logo recognition in program and on screens and one premium reserved table for ten
DESSERT SPONSOR	$5,000	Logo on dinner menu and event screens, quarter page program ad, and one premium reserved table of ten
50 YEARS OF IMPACT *(Timeline)*	$5,000	Presenting recognition on the 50 Years of Impact Timeline, recognition in the program and on screens, and one premium reserved table for ten
TRIBUTE WALL SPONSOR	$5,000	Presenting recognition on the Tribute wall, recognition in the program and on screens, and one premium table for ten
EVENT PROGRAM SPONSOR	$3,000	Logo featured in the commemorative event program, recognition on event screens, and four reserved seats
PILLAR OF IMPACT SPONSORS *(5 Available)*	$2,500 EACH	Underwrite a pillar representing a major initiative of the Foundation, recognition in program and on screens, and four reserved seats
COMMUNITY IMPACT SPONSOR	$3,500	Reserved table for ten, recognition at event, recognition in the event program, table and on screens
COMMUNITY PARTNER SPONSOR	$2,500	Reserved table for six, recognition at event, recognition in the event program, table and on screens
CORPORATE TABLE	$2,000	Reserved table for ten, logo on table and screens
TABLE OF 10	$1,500	Reserved table for ten

FOR QUESTIONS PLEASE CONTACT :

AUBREY O'QUIN
Director, UCHealth Parkview Foundation
719-584-4776
aubrey.oquin@uchealth.org

uchealth
Parkview Foundation

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,

PARKVIEW FOUNDATION, INC.

is a

Nonprofit Corporation

formed or registered on 09/12/1975 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 19871292024 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/11/2026 that have been posted, and by documents delivered to this office electronically through 08/12/2026 @ 15:10:30 .

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 08/12/2026 @ 15:10:30 in accordance with applicable law. This certificate is assigned Confirmation Number 18899565 .

Jena Griswold

Secretary of State of the State of Colorado

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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		$ 750.00		$ 41,450.00
8/10/26	The Roselawn 1891 Co. - Wreaths Across America		$ 1,700.00		$ 39,750.00
8/10/26	Gen. Soc. Of Hispanic Amer. - Adelante Writers Conference		$ 1,000.00		$ 38,750.00
8/10/26	Spark the Change - Annual Suicide Memory Walk		$ 1,000.00		$ 37,750.00
8/24/26	Pueblo Chamber of Commerce - Pueblo Chile Balloon Fest		$ 2,500.00		$ 35,250.00
8/24/26	Nature and Wildlife Discovery Center - Land and Legacy Dinner		$ 2,500.00		$ 32,750.00
8/24/26	Parkview Foundation - 45th Annual Starlight Gala		$ 2,000.00		$ 30,750.00

Docusign Envelope ID: A678F306-195C-8B32-82BE-16359A026079

City Clerk's Office Item # Q4

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 24, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Melissa Cook, Director Department of Housing & Citizen Services

SUBJECT: A RESOLUTION DECLARING THE INTENT OF THE CITY OF PUEBLO, COLORADO TO ISSUE REVENUE BONDS IN CONNECTION WITH FINANCING RESIDENTIAL FACILITIES FOR LOW-AND MIDDLE-INCOME FAMILIES OF PERSONS

SUMMARY:

This Resolution will allow the City of Pueblo to carry forward its $7,675,759 2026 Private Activity Bond volume cap allocation and declares the City's intent to issue single family or multifamily revenue bonds, in one or more series, to finance residential facilities for low- and middle-income families or persons. The Resolution also authorizes actions necessary to manage and preserve the allocation, including IRS filings, assignment or delegation agreements, and applications for additional allocation from the statewide balance. Kutak Rock LLP is appointed as bond counsel in connection with the issuance of the Bonds.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

Each year, Pueblo receives a portion of Colorado's federal tax-exempt Private Activity Bond (PAB) volume cap based on population. For 2026, the City has been awarded $7,675,759. Under the Colorado Private Activity Bond Ceiling Allocation Act, unused allocation may be carried forward for eligible purposes if the City takes the required action before the statutory deadline. This Resolution preserves the City's 2026 allocation and expresses the City's intent to use the allocation to finance eligible single family or multifamily residential facilities for low- and middle-income families or persons located within the City and other participating jurisdictions. The Resolution also allows the City to seek or accept additional allocation from the statewide balance or other issuing authorities.

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FINANCIAL IMPLICATIONS:

The Resolution does not create a multiple-fiscal year or indirect debt or other financial obligation of the City. Any Bonds issued under the Resolution will not constitute a pecuniary liability of the City or a charge against the City's general credit or taxing powers.

BOARD/COMMISSION RECOMMENDATION:

Not applicable for this Resolution.

STAKEHOLDER PROCESS:

Not applicable for this Resolution.

ALTERNATIVES:

If the Resolution is not approved and the City does not otherwise preserve or use its 2026 allocation by September 15, 2026, the unused allocation will be automatically relinquished to the statewide balance for use by other issuing authorities in Colorado.

RECOMMENDATION:

The Department of Housing and Citizen Services recommends approval of the Resolution.

ATTACHMENTS:

1. 2026 Pueblo (City of) Carryforward - IRS Form 8328
2. 2026 Pueblo (City of) Carryforward - Opinion
3. 2026 Pueblo (City of) Carryforward - PAB Certificate

Docusign Envelope ID: A678F306-195C-8B32-82BE-16359A026079

RESOLUTION NO. 16416

A RESOLUTION DECLARING THE INTENT OF THE CITY OF PUEBLO, COLORADO TO ISSUE REVENUE BONDS IN CONNECTION WITH FINANCING RESIDENTIAL FACILITIES FOR LOW-AND MIDDLE- INCOME FAMILIES OF PERSONS

WHEREAS, the City of Pueblo, a home rule city and Colorado municipal corporation (the "City") has been awarded $7,675,759 (the "2026 Allocation") of 2026 private activity bond volume cap allocation for the State of Colorado (the "State") and its issuing authorities (the "State Ceiling") computed under Section 146(d) of the Internal Revenue Code of 1986, as amended (the "Code"), and under the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes, as amended (the "Allocation Act"), for use in the issuance of private activity bonds; and

WHEREAS, the County and Municipality Development Revenue Bond Act, constituting Article 3 of Title 29, Colorado Revised Statutes, as amended (the "Act"), and the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, Colorado Revised Statutes, as amended (the "Supplemental Act"), authorizes the City to finance or refinance one or more projects to the end that residential facilities for low- and middle-income families or persons, intended for use as the sole place of residence by the owners or intended occupants, may be provided in order to promote the public health, welfare, safety, convenience and prosperity; and

WHEREAS, in order to carryforward the City's 2026 Allocation, the City wishes to declare its intention to issue single family or multifamily revenue bonds, in one or more series, in connection with financing residential facilities for low- and middle-income families or persons intended for use as the sole place of residence by the owners or intended occupants thereof, which facilities will be located within the boundaries of the City and other participating jurisdictions; and

WHEREAS, the City intends to issue single family or multifamily revenue bonds, in one or more series, in an amount not to exceed $7,675,759 of its direct private activity bond volume cap allocation for 2026 (plus any additional amounts that the City may be awarded from the statewide balance pursuant to the Allocation Act); and

WHEREAS, such private activity bond volume cap allocation shall be utilized by the City pursuant to the Allocation Act; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

In order to benefit the residents of the City, the City hereby declares its intent to issue its revenue bonds to finance single family or multifamily projects in one or more series (the "Bonds") in an aggregate principal amount not to exceed $7,675,759 (plus any additional amounts that the City may be awarded from the statewide balance pursuant to the Allocation Act), which shall be used in connection with financing residential facilities for low- and middle-income families or persons intended for use as the sole place of residence of the owners or intended occupants thereof, which residential facilities shall be located within the boundaries of the City and other participating jurisdictions.

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SECTION 2.

In connection with the management and preservation of the City's private activity bond volume cap allocations, the City is hereby authorized to execute any Internal Revenue Service ("IRS") form and to enter into assignment agreements and delegation agreements with other Colorado "issuing authorities" as defined in Section 24-32-1703(12), Colorado Revised Statutes, as amended. The Mayor, the City Attorney, the Housing Coordinator, or any other authorized representative of the City is hereby authorized and directed to execute any such IRS form and to execute and deliver any assignment agreements or delegation agreements and any other documents that are necessary in order to manage and preserve the City's private activity bond volume cap allocations. It is the specific intent of the City Council (the "City Council") that this Resolution shall also apply to any amounts that are awarded to the City from the statewide balance or other issuing authorities pursuant to the Allocation Act. The appropriate officers of the City are hereby authorized to apply for an award from the statewide balance pursuant to the Allocation Act.

SECTION 3.

The City Council hereby finds, determines, recites and declares that the Bonds shall not constitute any multiple-fiscal year or indirect debt or other financial obligation whatsoever of the City or the State or any political subdivision of the State within the meaning of any provision or limitation of the State Constitution or statutes, and the Bonds shall not constitute or give rise to a pecuniary liability of the City or a charge against the City's general credit or taxing powers, or ever be deemed to be an obligation or agreement of any council member, officer, director, agent or employee of the City in such person's individual capacity, and none of such persons shall be subject to any personal liability by reason of the issuance of the Bonds.

SECTION 4.

The City Council hereby finds, determines, recites and declares that the issuance of the Bonds in connection with financing such residential facilities will promote the public purposes set forth in the Act, including, without limitation, assisting persons or families of low-and middle-income in obtaining adequate, safe and sanitary housing.

SECTION 5.

The City Council hereby finds, determines, recites and declares the City's intent that this Resolution constitutes an official indication of the present intention of the City to issue the Bonds, as herein provided.

SECTION 6.

All actions not inconsistent with the provisions of this Resolution heretofore taken by the City Council or any officer or employee of the City in furtherance of the issuance of the Bonds are hereby ratified, approved and confirmed.

SECTION 7.

All prior acts, orders or resolutions, or parts thereof, of the City in conflict with this Resolution are hereby repealed, except that this repealer shall not be construed to revive an act, order or resolution, or part thereof, heretofore repealed.

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SECTION 8.

If any section, paragraph, clause or provision of this Resolution shall be adjudged to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions of this Resolution.

SECTION 9.

All bylaws, orders or resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency, and, if so repealed, no other bylaw, order or resolution, or part thereof, shall be revived.

SECTION 10.

The City Council hereby appoints Kutak Rock LLP as bond counsel in connection with the issuance of the Bonds.

SECTION 11.

This Resolution shall take effect immediately upon its adoption.

INTRODUCED: August 24, 2026

BY: Roger Gomez
MEMBER OF CITY COUNCIL

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

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

*** FILED PURSUANT TO REV. PROC. 2005-30 ***

Form **8328**
(Rev. August 2022)
Department of the Treasury
Internal Revenue Service

Carryforward Election of Unused Private Activity Bond Volume Cap

(Under Sections 146(f) and 142(k))

Go to *www.irs.gov/Form8328* for the latest information.

OMB No. 1545-0047

Enter the calendar year for which the election is made: 2025

Part I Reporting Authority

State name for qualifying public educational facility bond **or** issuer's name for all other bonds: **City of Pueblo, Colorado**

Reporting Authority's EIN: 8 4 6 0 0 0 6 1 5

Number, street (or P.O. box if mail is not delivered to street address): One City Hall Place

Room/suite:

Report number (For IRS Use Only): 9

City or town, state, and ZIP code: **Pueblo, CO 81003**

Caution: *Part II is **only** for section 146(f) filers. Part III is **only** for qualifying public educational facility bond filers.*

Part II Unused Volume Cap and Carryforward Under Section 146(f)

Computation of Unused Volume Cap

1	Total volume cap of the issuer for the calendar year			1	$7,334,977
2	Aggregate amount of private activity bonds issued to date that are taken into account under section 146. See instructions	2	$0		
3	Total amount of volume cap exchanged for authority to issue mortgage credit certificates. See instructions	3	$0		
4	Total amount of volume cap allocated to private activity portion of governmental bonds. See instructions	4	$0		
5	Add lines 2 through 4			5	$0
6	Unused volume cap (subtract line 5 from line 1)			6	$7,334,977

Purpose and Amount of Each Carryforward

7	Qualified student loan bonds	7	
8	Qualified mortgage bonds or mortgage credit certificates	8	
9	Qualified redevelopment bonds	9	
10	Exempt facility bonds:		
a	Mass commuting facilities (section 142(a)(3))	10a	
b	Water furnishing facilities (section 142(a)(4))	10b	
c	Sewage facilities (section 142(a)(5))	10c	
d	Solid waste disposal facilities (section 142(a)(6))	10d	
e	Qualified residential rental projects (section 142(a)(7))	10e	$7,334,977
f	Facilities for the local furnishing of electric energy or gas (section 142(a)(8))	10f	
g	Local district heating or cooling facilities (section 142(a)(9))	10g	
h	Qualified hazardous waste facilities (section 142(a)(10))	10h	
i	High-speed intercity rail facilities (section 142(a)(11))	10i	
j	Qualified enterprise zone facility bonds (section 1394(a)–(e))	10j	
k	Qualified broadband projects (section 142(a)(16))	10k	
l	Qualified carbon dioxide capture facilities (section 142(a)(17))	10l	
11	Total carryforward amount (add lines 7 through 10l) (not to exceed line 6)	11	$7,334,977

Part III Unused Volume Cap and Carryforward Under Section 142(k) (Qualifying Public Educational Facility Bonds)

12	Total volume cap for the calendar year	12	
13	Total amount of bonds issued under section 142(k) for the calendar year	13	
14	Unused volume cap available for carryforward (subtract line 13 from line 12)	14	
15	Amount elected to carryforward (not to exceed line 14)	15	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature of authorized public official | Date | **Danny Nunn, Director of Finance** — Type or print name and title.

City of Pueblo Direct Allocation: $7,334,977

KUTAKROCK

Kutak Rock LLP
2001 16th Street, Suite 1800, Denver, CO 80202
office 303.297.2400

_____, 2026

Colorado Department of Local Affairs
Division of Housing
1313 Sherman Street, Room 320
Denver, CO 80203

Re: Request of the City of Pueblo, Colorado for Carryforward Treatment of its 2026 Private Activity Bond Volume Cap Allocation

Ladies and Gentlemen:

As bond counsel to the City of Pueblo, Colorado ("Pueblo"), we are submitting this opinion in compliance with the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes, as amended (the "Colorado Allocation Act").

Representatives of Pueblo have informed us that the City Council of Pueblo (the "City Council") has adopted an inducement resolution (the "Resolution") on [August], 2026 stating that Pueblo intends to issue up to $7,675,759 of qualified mortgage or qualified residential rental revenue bonds (the "Bonds"), in one or more series, for financing residential facilities for low- and middle-income families or persons intended for use as the sole place of residence by the owners or intended occupants thereof, which facilities will be located within the boundaries of the City of Pueblo, Colorado (collectively, the "Project").

In connection with the proposed issuance of any Bonds to finance the Project, we are of the opinion that the Bonds would constitute qualified "private activity bonds" within the meaning of Sections 141 and 143 of the Internal Revenue Code of 1986, as amended (the "Code") and, therefore, require a private activity bond volume cap allocation pursuant to the Colorado Allocation Act prior to their issuance in order to satisfy Section 146 of the Code. Pueblo is authorized under its home rule charter and the laws and Constitution of the State of Colorado to issue its Bonds to finance the Project. We are also of the opinion that the Bonds for the Project have a carryforward purpose, as defined in Section 146(f)(5) of the Code, which qualifies for carryforward treatment under Section 146(f) of the Code.

The scope of our engagement has not extended beyond the examinations and the rendering of the opinions expressed herein. The opinions expressed above are limited to the laws of the State of Colorado and of the United States of America. This letter may not be relied upon by any person other than the addressee hereof for any purpose without our prior written consent.

CERTIFICATE REQUIRED BY SECTION 24-32-1709(2)(c)
OF THE COLORADO REVISED STATUTES, AS AMENDED

As an official of the City of Pueblo, Colorado responsible for the supervision of the issuance of its private activity bonds (the "Bonds"), I DO HEREBY CERTIFY that the City of Pueblo, Colorado will proceed with diligence to insure the issuance of such Bonds within the time period commencing the date hereof and ending December 31, 2029.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2026.

CITY OF PUEBLO, COLORADO

By _____
Danny Nunn
Director of Finance

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Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 24, 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:

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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

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RESOLUTION NO. 16417

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

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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 24, 2026

BY: Roger Gomez
MEMBER OF CITY COUNCIL

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

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

Docusign Envelope ID: A678F306-195C-8B32-82BE-16359A026079

City Clerk's Office Item # Q6

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 24, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Danny Nunn, Director of Finance

SUBJECT: A RESOLUTION TRANSFERRING $232,369.13 FROM PROJECT CI2113 – CITY OF PUEBLO WASTEWATER INFRASTRUCTURE – WEST 11TH STREET TO WEST 21ST STREET AND $396,450.56 FROM PROJECT CI2113 – CITY OF PUEBLO WASTEWATER INFRASTRUCTURE – NORTHERN AVENUE SEWER, WITH $25,000 TO BE TRANSFERRED TO PROJECT CI2113 – EL CENTRO RENOVATIONS AND THE REMAINDER TO PROJECT CI2113 – NEIGHBORHOOD TRASH CLEANUP, AS AN EXPANSION OF PROGRAM SERVICES CONSISTENT WITH U.S. TREASURY SLFRF GUIDANCE.

SUMMARY:

This Resolution authorizes the transfer of unused American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) from two completed Wastewater Infrastructure projects into two existing ARPA-authorized projects: El Centro Renovations and Neighborhood Trash Cleanup (Project CI2113). Specifically:

$232,369.13 from CI2113 – Wastewater Infrastructure – West 11th Street to West 21st Street
$396,450.56 from CI2113 – Wastewater Infrastructure – Northern Avenue Sewer

Of these amounts:

$25,000 is transferred to Project CI2113 – El Centro Renovations to address cost increases associated with completing the back stoop exiting the gym; and

The remaining $603,819.69 is transferred to Project CI2113 – Neighborhood Trash Cleanup.

These transfers do not change the scope of either receiving project but constitute an

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expansion of program services fully permitted under Treasury rules.

PREVIOUS COUNCIL ACTION:

City Council previously established and obligated all above-referenced ARPA projects prior to the federal obligation deadline of December 31, 2024.

City Council previously obligated ARPA funds for:

- The Wastewater Infrastructure - West 11th Street to West 21st Street Project via Resolution 14947
- CI2113 – City of Pueblo Wastewater Infrastructure – Northern Avenue Sewer via Resolution 14948
- The El Centro Renovations Project via Resolution 14854, and
- The Neighborhood Trash Cleanup Project via Resolution 15039

BACKGROUND:

Both Wastewater Infrastructure projects have concluded their planned scopes and retain unspent ARPA balances. Treasury SLFRF guidance allows recipients to reclassify or transfer excess obligated funds to another eligible, previously obligated project when the receiving project remains active and within allowed uses. This is reinforced in Treasury SLFRF expenditure guidance, which states:

"Recipients may reclassify funds to another project if the project is an eligible activity and was obligated by December 31, 2024."

“Recipients may use SLFRF funds to cover increased costs for contracts that allow change orders as long as the contracts were obligated by December 31, 2024.”

The transfer to El Centro Renovations covers necessary cost increases related to the gym back stoop.

The transfer to Neighborhood Trash Cleanup (CI2113) supports continued cleanup operations consistent with Resolution 15039, including personnel, equipment use, trash/debris removal, and other QCT services. These are not new scope items, but expanded program services already within the original authorization.

Treasury SLFRF guidance emphasizes that recipients must complete all programmatic activities by December 31, 2026, and expanding such activities within an obligated project is allowable.

FINANCIAL IMPLICATIONS:

Total Transferred ARPA Funds:

$232,369.13 from CI2113 - Wastewater Infrastructure – West 11th St to West 21st St with $25,000 going to CI2113 - El Centro Renovations & the balance going to CI2113 - Neighborhood Trash Cleanup.

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$396,450.56 from CI2113 – Wastewater Infrastructure – Northern Avenue Sewer to CI2113 – Neighborhood Trash Cleanup

Total to El Centro Renovations: $25,000
Total to Neighborhood Trash Cleanup: $603,819.69

No new City funds are requested.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable

STAKEHOLDER PROCESS:

Not Applicable

ALTERNATIVES:

Council may decline the transfers. If so, the El Centro project would remain underfunded, delaying required safety improvements, and Neighborhood Trash Cleanup would not have the funding to continue services in the qualified census tracts.

RECOMMENDATION:

Approval of this Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: A678F306-195C-8B32-82BE-16359A026079

RESOLUTION NO. 16418

A RESOLUTION TRANSFERRING $232,369.13 FROM PROJECT CI2113 – CITY OF PUEBLO WASTEWATER INFRASTRUCTURE – WEST 11TH STREET TO WEST 21ST STREET AND $396,450.56 FROM PROJECT CI2113 – CITY OF PUEBLO WASTEWATER INFRASTRUCTURE – NORTHERN AVENUE SEWER, WITH $25,000 TO BE TRANSFERRED TO PROJECT CI2113 – EL CENTRO RENOVATIONS AND THE REMAINDER TO PROJECT CI2113 – NEIGHBORHOOD TRASH CLEANUP, AS AN EXPANSION OF PROGRAM SERVICES CONSISTENT WITH U.S. TREASURY SLFRF GUIDANCE.

WHEREAS, the City Council previously appropriated American Rescue Plan Act ("ARPA") State and Local Fiscal Recovery Funds ("SLFRF") for Project CI2113 – Wastewater Infrastructure – West 11th Street to West 21st Street and Project CI2113 – Wastewater Infrastructure – Northern Avenue Sewer, both of which have completed their intended scopes and retain unexpended balances; and

WHEREAS, the U.S. Treasury's SLFRF Final Rule and obligation guidance permit recipients to reclassify excess obligated SLFRF funds to other eligible, previously obligated projects, and further authorize use of SLFRF funds to cover increased costs associated with obligated projects; and

WHEREAS, Project CI2113 – El Centro Renovations was obligated prior to December 31, 2024 and requires an additional $25,000 to complete the back stoop exiting the gym due to cost increases; and

WHEREAS, Project CI2113 – Neighborhood Trash Cleanup was authorized by Resolution No. 15039 for cleanup activities in Qualified Census Tracts ("QCTs"), and transferring the remaining funds to this project represents an expansion of program services fully consistent with its original scope and allowed uses under Resolution No. 15039, not a change in scope; NOW,THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City hereby authorizes the transfer of:

$232,369.13 from Project CI2113 – Wastewater Infrastructure – West 11th Street to West 21st Street, and $396,450.56 from Project CI2113 – Wastewater Infrastructure – Northern Avenue Sewer, with: $25,000 transferred to Project CI2113 – El Centro Renovations to complete the back stoop exiting the gym; and the remainder, $603,819.69, transferred to Project CI2113 – Neighborhood Trash Cleanup.

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SECTION 2.

These transfers do not constitute a change in the scope of either receiving project. The additional funds will be used to expand program services consistent with the original authorization in Resolution No. 15039, including cleanup activities in Qualified Census Tracts and related operational support.

SECTION 3.

This action is compliant with U.S. Treasury SLFRF guidance permitting recipients to reclassify excess obligated funds to previously-obligated eligible projects, and to cover increased costs associated with obligated project activities.

SECTION 4.

City staff are hereby authorized to perform all acts necessary or desirable to implement this Resolution.

SECTION 5.

This Resolution shall become effective immediately upon final passage

INTRODUCED: August 24, 2026

BY: Roger Gomez
MEMBER OF CITY COUNCIL

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

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

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 24, 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 August 10, 2026.

Final adoption of Ordinance by City Council on August 24, 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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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

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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

Docusign Envelope ID: 9BACC2B2-6548-8CFC-82D9-26D58F469F00

City Clerk's Office Item # R2

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 24, 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 COLORADO 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.

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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.

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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

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ORDINANCE NO. 11254

AN ORDINANCE AUTHORIZING THE DISPOSITION BY DONATION OF CERTAIN SURPLUS PERSONAL PROPERTY OF PUEBLO, A COLORADO 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:

Docusign Envelope ID: 9BACC2B2-6548-8CFC-82D9-26D58F469F00

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 August 10, 2026.

Final adoption of Ordinance by City Council on August 24, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: 9BACC2B2-6548-8CFC-82D9-26D58F469F00

Action by the Mayor:

☐ Approved on 08/25/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
3A85950D7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
Clyde Bishop
F1C1AE8727B149A...
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 24, 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

2. Da Vinci Economic Development Agreement (REDLINED)
3. Da Vinci Economic Development Agreement (REDLINED ACCEPTED)
4. Veevart Museum Visitor by Location Charts
5. 626690

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 August 10, 2026.

Final adoption of Ordinance by City Council on August 24, 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

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

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 and August 14, 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.

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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.

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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 of the Museum within the City and County of Pueblo, the Southern Colorado Region, State of Colorado, Nationally, and Internationally to actively attract visitors from within and without the Pueblo region to visit the Museum, the Riverwalk, neighboring attractions, restaurants, events, and hotels.

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 to be used for capital improvements, renovations, remodeling, fixtures, construction of a café and outfitting of an outdoor café seating area, construction of a gift shop, or construction of exhibits ~~marketing, professional services, and marketing~~ related to the Museum, ~~and~~ its Program, and Place Making.

4.02 On or before the Place Making Commitment Date Museum shall use best efforts to expend the full Place Making Incentive payment to complete the construction, capital improvements, and

renovations contemplated in paragraph 4.01 above. Monies may be spent on construction, capital improvements, and renovations contemplated in paragraph 4.01 above that were in progress or are initiated on or after April 8, 2026. Any monies not expended as of the Place Making Commitment Date shall be repaid to the City upon demand and the reduction payments described in paragraph 4.04 shall be modified accordingly. ~~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 4 hereof.

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 8.05~~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 Successors and Assigns~~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

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 and August 14, 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 finds that the Museum is a capital improvement project within the meaning of PMC §14-4-85.1(2), which defines a capital improvement project to include a regional tourism project approved by the Colorado Economic Development Commission that qualifies for state sales tax increment revenue pursuant to the Colorado Regional Tourism Act, C.R.S. §24-46-301 *et seq*. 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).

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

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"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

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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;
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f. the operation of an on-site gift store (subsequent to Place Making Commitment Date); and
g. the aggressive marketing and advertising of the Museum within the City and County of Pueblo, the Southern Colorado Region, State of Colorado, Nationally, and Internationally to actively attract visitors from within and without the Pueblo region to visit the Museum, the Riverwalk, neighboring attractions, restaurants, events, and hotels.

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renovations contemplated in paragraph 4.01 above. Monies may be spent on construction, capital improvements, and renovations contemplated in paragraph 4.01 above that were in progress or are initiated on or after April 8, 2026. Any monies not expended as of the Place Making Commitment Date shall be repaid to the City upon demand and the reduction payments described in paragraph 4.04 shall be modified accordingly.

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. 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.

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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.

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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.

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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.

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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 4 hereof.

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 8.05. 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 Successors and Assigns. 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)

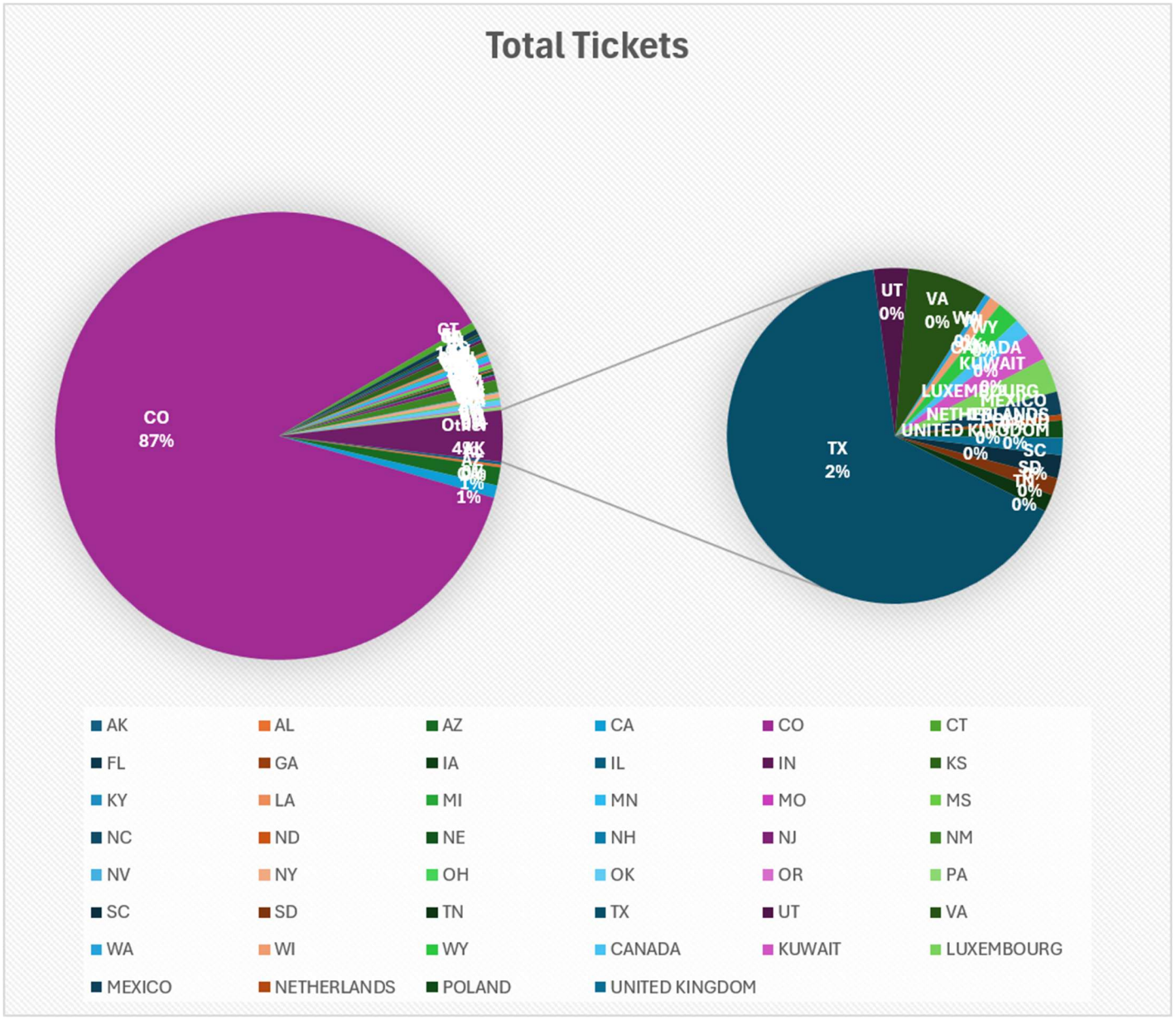
The foregoing instrument was acknowledged before me this ____ day of August, 2026 by _____, as _____ of Pueblo STEAM Works d.b.a. Southern Colorado Science Center dba Leonardo da Vinci Museum of North America.

Witness my hand and official seal.

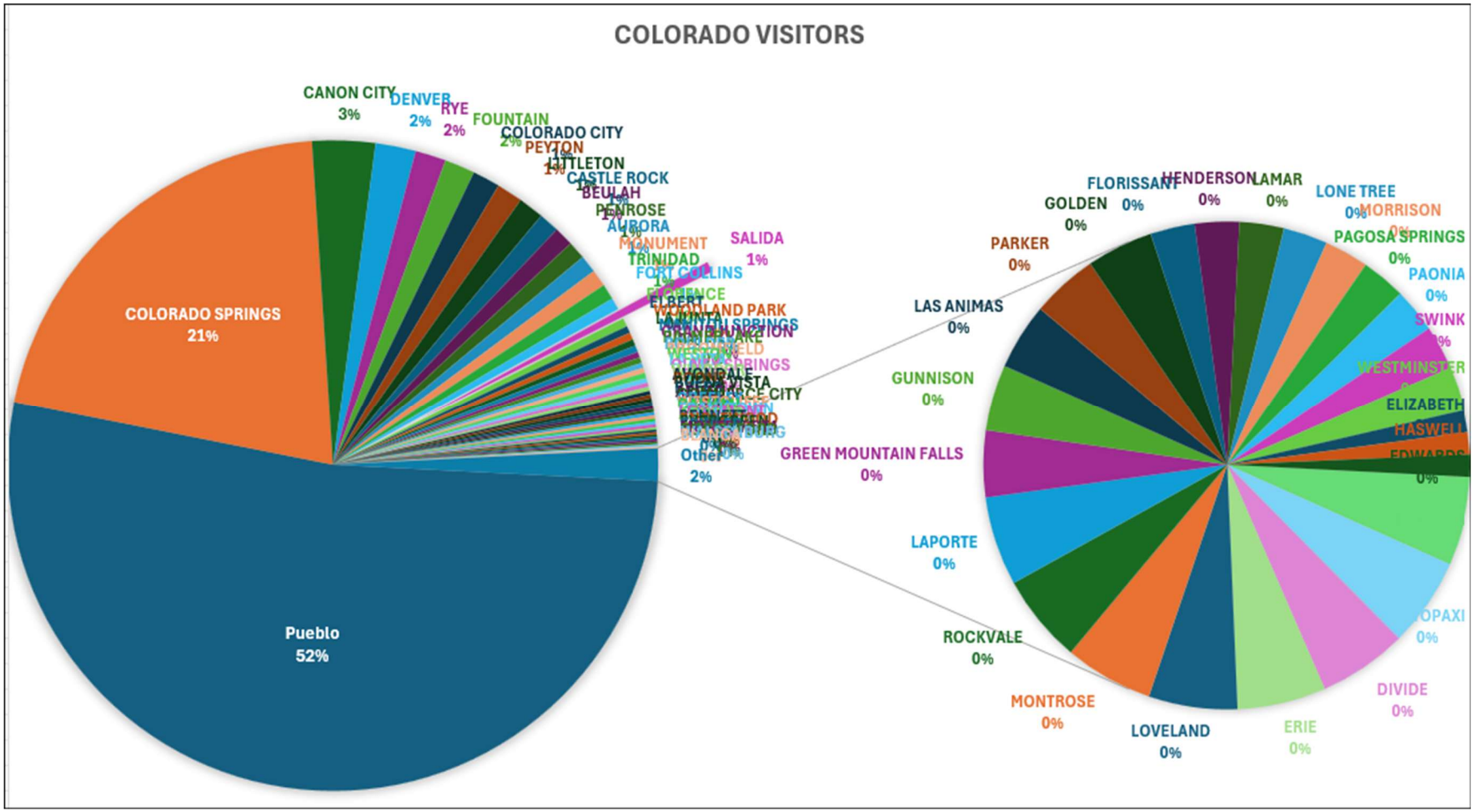
My commission expires: _____.

[S E A L]

_____
Notary Public



State	Total Tickets	%
CO	4248	87.1%
TX	118	2.4%
AZ	64	1.3%
CA	44	0.9%
NM	42	0.9%
KS	34	0.7%
CT	25	0.5%
MN	22	0.5%
FL	20	0.4%
OK	20	0.4%
NY	18	0.4%
NJ	17	0.3%
MS	15	0.3%
VA	14	0.3%
IL	13	0.3%
NE	12	0.2%
AK	11	0.2%
LA	11	0.2%
PA	11	0.2%
IN	10	0.2%
AL	9	0.2%
MO	9	0.2%
IA	7	0.1%
OH	6	0.1%
UT	6	0.1%
NC	5	0.1%
ND	5	0.1%
OR	5	0.1%
MI	4	0.1%
NV	4	0.1%
SC	4	0.1%
WY	4	0.1%
NH	3	0.1%
SD	3	0.1%
TN	3	0.1%
KY	2	0.0%
WI	2	0.0%
GA	1	0.0%
WA	1	0.0%
CANADA	3	0.1%
KUWAIT	5	0.1%
LUXEMBOURG	6	0.1%
MEXICO	4	0.1%
NETHERLANDS	1	0.0%
POLAND	3	0.1%
UNITED KINGDOM	3	0.1%


COLORADO VISITORS
CANON CITY 3%
DENVER 2%
RYE 2%
FOUNTAIN 2%
COLORADO CITY 2%
PEYTON 1%
LITTLETON 1%
CASTLE ROCK 1%
BEULAH 1%
PENROSE 1%
AURORA 1%
MONUMENT 1%
TRINIDAD 1%
SALIDA 1%
FORT COLLINS 1%
ELBERT 1%
WOODLAND PARK 1%
AVONDALE 1%
Other 2%
COLORADO SPRINGS 21%
Pueblo 52%
GREEN MOUNTAIN FALLS 0%
LAS ANIMAS 0%
GUNNISON 0%
LAPORTE 0%
ROCKVALE 0%
MONTROSE 0%
LOVELAND 0%
ERIE 0%
DIVIDE 0%
PARKER 0%
GOLDEN 0%
FLORISSANT 0%
HENDERSON 0%
LAMAR 0%
LONE TREE 0%
MORRISON 0%
PAGOSA SPRINGS 0%
PAONIA 0%
SWINK 0%
WESTMINSTER 0%
ELIZABETH 0%
HASWELL 0%
EDWARDS 0%
OPAXI 0%

Leonardo da Vinci
Museum of North America
& STEAM CENTER

August 14, 2026

Dear Honorable Mayor and Members of City Council,

On behalf of the Leonardo da Vinci Museum of North America, thank you for your continued consideration of our Advance Pueblo application funding request for the half-cent sales tax funds.

Prior to the museum's opening, an independent economic impact analysis conducted by Dr. Mike Wakefield of Colorado State University Pueblo projected the museum would generate $1.77 million in total economic output and $231,586 in local tax revenue during its first year of operation, growing to $2.28 million in annual economic output and $314,017 in local tax revenue by year five through museum operations, employment, and tourism. Today, just one month after opening, those projections are already being validated.

Since opening last month, the museum has welcomed more than 7,000 visitors from 39 states and seven countries. More than half of our visitors have traveled from outside Pueblo, and 13% have come from outside Colorado or internationally. These visitors are bringing new dollars into our community by dining in local restaurants, shopping at local businesses, staying in area hotels, and exploring other Pueblo attractions.

When our original Advance Pueblo application was submitted, the museum had not yet opened its doors. Today, we have real operating data on visitor demand, staffing, and economic activity. Based on that experience, we are updating our request to focus exclusively on placemaking investments, where public investment can have the greatest long-term return for the City of Pueblo.

Our original proposal anticipated incentive funds that would support 25 new full-time equivalent positions over a six-month period. However, to successfully open and meet visitor demand, the museum has hired 14 FTE. As a result, the original hiring timeline no longer reflects the museum's operational needs. Continuing to pursue an accelerated six-month hiring plan solely to meet the original incentive structure would not represent responsible or sustainable growth. Instead, we believe public investment should focus on strengthening the visitor experience, increasing tourism, and ensuring the museum's long-term success as a destination for Pueblo.

The museum has already demonstrated that it is accomplishing one of Advance Pueblo's primary objectives: creating a destination that attracts visitors from outside the community. For that reason, we believe placemaking represents the highest and best use of the half-cent sales tax funding. Our revised request will support:

- **$885,000 in Capital Improvements** for fixtures, renovation, and remodeling a public café and gift shop, visitor amenities, exhibit infrastructure, furniture, information technology, and security systems.

These investments directly support the City of Pueblo's placemaking goals with use of the half-cent sales tax funds by enhancing the visitor experience, encouraging longer stays, increasing repeat visitation, and generating additional spending throughout downtown Pueblo. Together, they strengthen Pueblo's tourism economy, complement existing attractions, and reinforce Pueblo's reputation as a destination where culture, education, and innovation drive economic growth.

Thank you for your thoughtful consideration of this updated request and for your continued investment in projects that create lasting economic opportunities for the Pueblo community. The Leonardo da Vinci Museum is already proving to be more than a museum; it is a placemaking investment that is attracting visitors, generating economic activity, and strengthening Pueblo's future.

Sincerely,

Joe Arrigo
President
Leonardo da Vinci Museum of North America

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 24, 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 24, 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 24, 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

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Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 24, 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

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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

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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

Docusign Envelope ID: 386E5A61-6B7F-8A72-81DB-E5790657910B

ORDINANCE NO. 11255

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:

Docusign Envelope ID: 386E5A61-6B7F-8A72-81DB-E5790657910B

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?

YES/FOR _____

NO/AGAINST _____

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.

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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 August 10, 2026.

Final adoption of Ordinance by City Council on August 24, 2026.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...

President of City Council

Action by the Mayor:

☒ Approved on 08/25/2026.

☐ Disapproved on _____based on the following objections:

_____

_____

_____

_____

Signed by:
3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____

President of City Council

ATTEST:

DocuSigned by:
Clyde Bishop
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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 Ordinance

COUNCIL MEETING DATE: August 24, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: AN ORDINANCE ADOPTING RULES AND REGULATIONS FOR THE MANAGEMENT, OPERATION, CONTROL, AND USE OF PUEBLO MEMORIAL AIRPORT

SUMMARY:

This Ordinance adopts comprehensive Rules and Regulations governing the management, operation, control, and use of Pueblo Memorial Airport. The Rules and Regulations establish standards of conduct binding on all users of and persons on the Airport, addressing general conduct, aircraft operations, motor vehicle operations, security and safety, facility use, and aircraft fuel storage, handling, and dispensing. The Rules and Regulations are attached as Exhibit A.

Pueblo Municipal Code Section 3-1-2(b) authorizes the Airport Manager to promulgate rules and regulations governing the Airport and assigns enforcement responsibility to the Airport Manager. Pueblo Municipal Code Section 3-1-8(a) makes any violation of Chapter 3-1 or the rules and regulations adopted pursuant thereto a municipal offense. Because the Rules and Regulations establish rules subject to penalty, Pueblo City Charter Section 3-17 requires that they be adopted by ordinance.

PREVIOUS COUNCIL ACTION:

No prior Council action has formally adopted comprehensive Rules and Regulations for Pueblo Memorial Airport. Operational policies and procedures have been administered by the Director of Aviation under Pueblo Municipal Code Section 3-1-2(b).

BACKGROUND:

Pueblo Memorial Airport is a federally obligated airport that has received Airport Improvement Program grants. As a condition of those grants, the City has accepted the Airport Sponsor Grant Assurances, which require (among other obligations) that the Airport be operated at all times in a safe and serviceable condition consistent with Grant Assurance 19, that operations be conducted in accordance with applicable FAA regulations consistent with Grant Assurance 20, and that the Airport be made available for public use on reasonable terms and without unjust discrimination consistent with Grant Assurance 22.

The Airport currently operates under PMC Title III, Chapter 1, applicable FAA regulations including 14 CFR Part 139 and 49 CFR Part 1542, the Airport Certification Manual, the Airport Security Program, and various operational policies issued by the Director of Aviation. There is no Council-adopted comprehensive set of Rules and Regulations binding on Airport users and persons on the Airport. Adoption of this Ordinance provides a single, enforceable framework consistent with Pueblo Municipal Code Section 3-1-2 and Pueblo City Charter Section 3-17.

The Rules and Regulations span twelve sections: definitions; introduction (purpose, applicability, enforcement, variances, administrative review); general rules governing conduct on the Airport (twenty-five subsections); security and safety; aircraft rules (sixteen subsections, including operations, parking, fueling, and helicopter operations); motor vehicle rules; facility rules; aircraft fuel storage, handling, and dispensing; severability; amendment and revision; supersession; and effective date and savings. Violations are subject to the penalty and remedy provisions of Pueblo Municipal Code Section 3-1-8, including progressive penalties under PMC Section 3-1-8(a) and removal, suspension, or termination remedies under PMC Section 3-1-8(b).

FINANCIAL IMPLICATIONS:

There are no direct financial implications for the City. The Rules and Regulations establish standards of conduct, not appropriations or new fees. Enforcement is performed by existing Airport staff under Pueblo Municipal Code Section 3-1-2(b). Fines collected for violations of Airport security rules are governed by the Schedule of Rates and Charges adopted separately.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

The Department of Aviation provided written notice of the proposed Rules and Regulations to all current Airport operators and tenants. A copy of the proposed Rules and Regulations was made available for review at the Airport administrative offices and on the City’s website.

ALTERNATIVES:

If this Ordinance is not approved, Pueblo Memorial Airport will continue to operate without Council-adopted comprehensive Rules and Regulations. The Director of Aviation will retain authority under Pueblo Municipal Code Section 3-1-2(b) to administer operational policies, but enforcement through PMC Section 3-1-8 will be limited to violations of Chapter 3-1 itself and any rules and regulations later adopted by the City. Continued operation without a Council-adopted instrument also weakens the City's position with respect to Grant Assurance 19 (operating the airport in a safe and serviceable condition) and Grant Assurance 20 (compliance with applicable FAA regulations).

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Airport Rules and Regulations 2026 7 13 FINAL APPROVED BY LEGAL
2. Rules and Regulations 2026 07 13 REDLINE

ORDINANCE NO.

AN ORDINANCE ADOPTING RULES AND REGULATIONS FOR THE MANAGEMENT, OPERATION, CONTROL, AND USE OF PUEBLO MEMORIAL AIRPORT

WHEREAS, the City of Pueblo is a home rule municipality organized and existing under Article XX of the Colorado Constitution, which vests in home rule municipalities plenary authority over matters of local concern, including the ownership, operation, and administration of municipal airports; and

WHEREAS, C.R.S. § 41-4-201 empowers city councils to acquire, establish, operate, and regulate airports and provides that city councils shall grant no exclusive concession, license, or lease agreement relating to the business of servicing, repairing, or furnishing supplies for aircraft; and

WHEREAS, C.R.S. § 41-4-204 empowers cities to provide rules and regulations covering the use of airports and to exact and require charges, fees, and tolls in connection with the maintenance of airports; and

WHEREAS, Section 3-1-2(b) of the Pueblo Municipal Code authorizes the Airport Manager to conduct the business of the Airport and to carry out and enforce the provisions of PMC Title III, Chapter 1; and

WHEREAS, Section 3-1-2(l)(2) of the Pueblo Municipal Code subjects all users of and persons on the Airport to the policies, rules, regulations, and procedures of the Airport now in effect or hereafter adopted or revised; and

WHEREAS, Section 3-17 of the Pueblo City Charter requires that every act of the City Council establishing any rule or regulation for the violation of which a penalty is imposed shall be by ordinance; and the Rules and Regulations adopted by this Ordinance establish rules subject to the penalty and remedy provisions of Pueblo Municipal Code Section 3-1-8; and

WHEREAS, the City Council finds it necessary and appropriate to adopt comprehensive Rules and Regulations for the management, operation, control, and use of Pueblo Memorial Airport that govern the conduct of all users of and persons on the Airport, support compliance with applicable federal regulatory requirements, and provide an enforceable framework consistent with PMC Title III, Chapter 1; NOW, THEREFORE,

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

SECTION 1.

The Rules and Regulations for the Management, Operation, Control, and Use of the Pueblo Memorial Airport, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, are hereby adopted as the rules and regulations governing the management, operation, control, and use of Pueblo Memorial Airport.

SECTION 2.

All prior policies, rules, regulations, and procedures governing the management, operation, control, and use of Pueblo Memorial Airport that are inconsistent with the Rules and Regulations adopted by this Ordinance are hereby repealed to the extent of any conflict. This repeal shall not affect the validity of any Lease, License, Permit, or other written agreement issued or executed prior to the effective date of this Ordinance that is in effect on that date; provided, however, that any such Lease, License, Permit, or agreement shall be subject to the Rules and Regulations adopted by this Ordinance upon renewal, extension, amendment, or renegotiation.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance to effectuate the policies and procedures described herein, including the administration and enforcement of the Rules and Regulations.

SECTION 4.

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

SECTION 5.

Notwithstanding the effective date provided in Section 4, the requirements under Sections 4.4, 6.1.1, and 6.5.3 of the Rules and Regulations that vehicle operators obtain an Airport Vehicle Permit and register their vehicles with the Airport shall not be enforceable until twelve (12) months after the effective date of this Ordinance. The Director of Aviation may, prior to that date, accept and process Airport Vehicle Permit applications and vehicle registrations and issue Airport Vehicle Permits, but no penalty or enforcement action shall be taken against a vehicle operator solely for the absence of an Airport Vehicle Permit or vehicle registration before that date.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on August 10, 2026.

Final adoption of Ordinance by City Council on August 24, 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

RULES AND REGULATIONS
FOR THE MANAGEMENT, OPERATION, CONTROL,
AND USE OF THE
PUEBLO MEMORIAL AIRPORT

Adopted _____ for an effective date of _____.

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1. Definitions

As used in these Rules and Regulations, the following terms have the meanings set forth below. Terms not defined herein shall have the meanings assigned to them in the Pueblo Municipal Code, applicable FAA regulations, or the Airport's Minimum Standards.

ABANDONED shall mean any piece of equipment, aircraft, or vehicle that is non-airworthy, or does not meet State of Colorado requirements for operation, or has no current registration or airworthiness certificate, or has a mechanical defect and is incapable of being driven or flown.

ACCIDENT shall mean a collision, exchange of energy or other contact between any part of an Aircraft, Vehicle, equipment, person, stationary object and/or other thing which results in Property damage, personal injury, or death.

AERONAUTICAL ACTIVITY shall mean any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on airports, include, but are not limited to, the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities. Activities such as model aircraft and model rocket operations are not aeronautical activities.

AGENCY shall mean any federal, state, or local governmental entity, unit, organization, or authority.

AGREEMENT shall mean written contract (e.g., lease agreement, permit, etc.) enforceable by law between the City and another entity transferring rights or interest in land and/or Improvements and/or authorizing the conduct of certain Activities.

AIR CARRIER shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(h).

AIRCRAFT shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(g).

AIRCRAFT FUEL shall mean all flammable liquids composed of a mixture of selected hydrocarbons and non-hydrocarbons, expressly manufactured and blended for effectively and efficiently operating piston or turbine engines used by aircraft.

AIRCRAFT MAINTENANCE shall mean the repair, maintenance, adjustment, or inspection of Aircraft. Major repairs include major alterations to the airframe, powerplant, and propeller as defined in 14 CFR Part 43. Minor repairs include normal, routine annual inspection with attendant maintenance, repair, calibration, or adjustment of aircraft airframe or powerplant and associated accessories. Preventive maintenance means simple or minor preservation operations and the replacement of small standard parts not involving complex assembly operations, as defined by 14 CFR Part 43. Aircraft Maintenance may also be provided as defined in 14 CFR Part 145.

AIRPORT shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(a).

AIRPORT CERTIFICATION MANUAL (ACM) shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(n).

AIRPORT FUEL FARM shall mean the area designated by the Director of Aviation for Airport fueling facilities consisting of above ground sump tanks, above ground fuel storage tanks, piping, associated fueling apparatus, and above ground waste fuel/oil storage. Unless otherwise specifically expressed, a Lessee does not have rights to utilize the Airport Fuel Farm. Placement of fuel storage tanks is restricted to areas designated for fuel storage.

AIRPORT MANAGER shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(d).

AIRPORT SECURITY PROGRAM (ASP) shall mean the sensitive security information (SSI) provided in the Airport Security Program required by 49 CFR Part 1542 and approved by the TSA, that describes the security requirements that must be implemented at the Airport. The current ASP is on file in the Airport Administration office, and is considered SSI.

AIRPORT TERMINAL BUILDING (TERMINAL) shall mean the Airline Passenger Terminal Building located at 31201 Bryan Circle, Pueblo, Colorado 81001, and its related concourses located at the Airport, including the parking lots adjacent to the Terminal.

AIRPORT TRAFFIC CONTROL TOWER (ATCT) shall mean FAA control tower facility, including personnel. ATCT personnel are responsible for controlling all aircraft, vehicle, and pedestrian traffic on runways, taxiways, movement areas and air traffic in the local airspace around the Pueblo Memorial Airport.

AOA (AIR OPERATIONS AREA) shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(c).

APRON AREA shall mean the areas at the Airport within the AOA designated by the Director of Aviation for parking, loading, unloading, fueling, or servicing of Aircraft.

BASED AIRCRAFT shall mean an aircraft that is operational and airworthy, and which is based at the Airport for a majority of the year. To be considered a Based Aircraft, the aircraft must be: (1) an aircraft that has an agreement with Pueblo Memorial Airport or an FBO for storage or parking at PUB; (2) an aircraft that spends a majority of the year at Pueblo Memorial Airport; (3) an aircraft that is not Abandoned; and (4) an aircraft that has a valid/current FAA airworthiness certificate.

BEST MANAGEMENT PRACTICE (BMP) shall mean schedules of activities, prohibitions of practices, maintenance procedures, safety plans, and other management practices to prevent or reduce the pollution of waters of the United States.

BUSINESS HOURS shall mean Monday through Friday 8:00 am to 5:00 pm excluding holidays recognized by the City of Pueblo.

CITY shall mean the City of Pueblo, a Colorado Municipal Corporation, or any duly authorized successor thereto.

COMMERCIAL AERONAUTICAL ACTIVITY shall mean any Aeronautical Activity conducted at or out of the Airport by any Entity involving: (1) the exchange, trading, buying, hiring, providing, or selling of commodities, goods, services, or property on the Airport; (2) engaging in an activity on the Airport for the purpose of securing revenue, earnings, income, barter, and/or compensation, whether or not such revenue, earnings, income, barter, and/or compensation are ultimately exchanged, obtained, or transferred; or (3) the offering or exchange of any product, service, or facility on the Airport as a part of other revenue, earnings, income, and/or

compensation producing activity on or off the Airport. An activity conducted by a nonprofit, charitable, or tax-exempt entity is not exempt from this definition solely by reason of that status if the activity otherwise meets the criteria above; however, such entities are exempt from FBO and SASO minimum standards to the extent consistent with Grant Assurance 22 and the Airport Minimum Standards.

COMMERCIAL AERONAUTICAL OPERATOR (OPERATOR) shall mean an Entity engaging in a Commercial Aeronautical Activity for compensation or hire.

COMMERCIAL SELF-SERVICE FUELING shall mean a fueling concept that enables a pilot to fuel an aircraft from a commercial fuel pump installed for that purpose by an FBO or the City. The fueling facility may or may not be attended.

DEPARTMENT OF AVIATION shall mean the City of Pueblo Department of Aviation, the operator of the Airport, or any duly authorized successor thereto.

DIRECTOR OF AVIATION (AIRPORT DIRECTOR) shall mean the Director of Pueblo Memorial Airport, City of Pueblo Director of Aviation as appointed by the City of Pueblo, any duly authorized successor City department thereto, or the Director's designee. As used in these Rules, "Director of Aviation" is synonymous with "Airport Manager" as that term is used in Pueblo Municipal Code Chapter 3-1.

ENTITY (ENTITIES) shall mean a person, persons, firm, partnership, limited liability partnership or corporation; agency; unincorporated proprietorship; association or group, or corporation.

ENVIRONMENTAL LAWS shall mean any federal, State, or local laws, statutes, ordinances, codes, judgments, orders, rules, or regulations pertaining to the environment and/or human health, Hazardous Materials, Pollutants, occupational safety and health, industrial hygiene, or the environmental conditions on, at, under or about the Airport, including laws relating to emissions, discharges, releases of Hazardous Materials into the environment and the manufacture, processing, distribution, use, generation, treatment, storage, disposal, transport, or handling of Hazardous Materials.

EQUIPMENT shall mean all machinery, together with the necessary supplies, tools, and apparatus necessary to properly conduct the activity or services being performed.

FAA shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(f).

FIXED BASE OPERATOR (FBO) shall mean a commercial business granted by the airport sponsor that maintains and operates facilities at the Airport for the purpose of providing multiple commercial aeronautical services, including the retail sale of aviation fuels, aircraft line services, and aircraft airframe and engine repair and maintenance.

FLIGHT TRAINING shall mean any person or entity engaged in instructing pilots and students in dual or solo operation of fixed or rotary wing Aircraft and providing related ground school instruction. All flight training Operators are required to have a Flight School License Agreement issued by Pueblo Memorial Airport.

FLYING CLUB shall mean any organization or group that is a nonprofit entity organized for the express purpose of providing its members with an Aircraft or several Aircraft for their personal use and enjoyment. Aircraft must be vested in the name of the Flying Club owners on a pro-rata basis, and the club may not derive greater revenue from the use of the Aircraft than the cost to

operate, maintain, and replace the Aircraft. Consistent with PMC § 3-1-2(d), every Flying Club shall file with the Director of Aviation, and keep current, a complete list of club membership. If the Director of Aviation has reason to believe a club is being operated so as to fall within the definition of a Commercial Aeronautical Activity, the Director shall notify the club in writing. If the club fails to remedy the condition within thirty (30) days of such notice, the Director of Aviation shall reclassify the club's aircraft as a commercial operation, and the club shall thereafter be subject to all requirements applicable to Commercial Aeronautical Operators.

FUEL shall mean any substance (solid, liquid, or gaseous) used to operate any engine in aircraft or vehicles.

FUEL FLOWAGE FEE shall mean a fee due and payable to the City for fuel that is brought on, delivered to, or dispensed on the Airport or within the Airport boundaries. This fee is applicable to all FBOs and self-fuelers.

FUEL HANDLING (FUELING) shall mean the transportation, sale, delivery, dispensing, or draining of Fuel or Fuel waste products to or from Aircraft.

FUEL STORAGE AREA shall mean any portion of the Airport designated temporarily or permanently by the Director of Aviation as an area in which Aircraft Fuel or any other type of Fuel may be stored or loaded.

FUEL STORAGE FACILITIES shall mean facilities where Aviation Fuel, including low-lead aviation gas and jet fuel, diesel, or other hazardous materials are stored. These facilities must be in areas designated, inspected, and approved by the Airport, County, and State, as appropriate, and meet minimum standards that specifically address the safe storage, handling, and dispensing of fuels or hazardous materials on the Airport, including those promulgated by the National Fire Protection Association (NFPA).

GENERAL AVIATION shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(j).

GRANT ASSURANCES shall mean the Airport Sponsor Assurances accepted by the City as a condition of receiving federal airport development grants, as amended from time to time, including the assurances prescribed by the FAA Reauthorization Act of 2024 (P.L. 118-63).

HAZARDOUS MATERIALS shall mean any pollutant, contaminant, chemical, compound, substance, hazardous or toxic substance, material, waste, and/or any other matter regulated by any governmental entity, including the City, the State of Colorado, and the United States Government. The term includes, without limitation, any material or substance which is: (i) defined as a "hazardous waste," "extremely hazardous waste," or "hazardous substance" under any Environmental Law; (ii) petroleum or a petroleum product or fraction thereof; (iii) asbestos-containing materials; (iv) flammable or explosive substances; (v) mold containing materials or polychlorinated biphenyl compounds; and/or (vi) substances designated by any governmental entity to cause cancer and/or reproductive toxicity.

IMPROVEMENTS shall mean any item or improvements (excluding trade fixtures owned by Lessee) which is affixed to the Leased Premises or affixed to any improvement thereto and which cannot be removed without damage or injury to the Leased Premises or any other improvements.

ITINERANT AIRCRAFT (TRANSIENT AIRCRAFT) shall mean any aircraft that is not a Based Aircraft. Itinerant aircraft are based elsewhere and may park or hangar at the Airport for less than the majority of the time in any given year.

LEASE shall mean a written contract between the City of Pueblo and an Entity specifying the terms and conditions under which an Entity may occupy and operate from Airport facilities and/or property.

LEASED PREMISES shall mean the land and/or improvements subject to a Lease between the Lessee and the City.

LESSEE shall mean an entity that has entered into an agreement with the City of Pueblo to occupy, use, and/or develop land and/or improvements and engage in approved activities.

LESSOR shall mean the City of Pueblo, Department of Aviation, or any duly authorized successor thereto.

LICENSE shall mean an Agreement that grants or otherwise authorizes the use of Airport land or building space by an FBO or SASO operating its facilities as a sublessee.

MINIMUM STANDARDS shall mean the qualifications or criteria which may be established by the Airport owner as the minimum requirements that must be met by an Operator engaged in on-airport aeronautical activities in exchange for the right to conduct those activities. These standards may be amended and revised by the City at any time.

MOBILE SERVICE PROVIDER (MSP) shall mean a Person or entity who provides Aeronautical Services on Airport property but does not operate out of owned or leased property on the Airport.

MOVEMENT AREA shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(v).

OPERATOR shall mean an Entity that has entered into a Lease, License, or Permit with the City to occupy, use, and/or develop land and/or Improvements in order to engage in Commercial Aeronautical Activities at the Airport.

PERMIT shall mean Commercial Aeronautical Service Provider Permit as described in Section 12 of the Minimum Standards, authorizing limited Commercial Aeronautical Activities without a leasehold interest.

POLLUTANT shall mean any chemical, compound, substance, or combination thereof regulated under the Federal Clean Water Act, including petroleum and related hydrocarbons, metals and nonmetals with characteristics causing adverse effects on living organisms, artificial materials, household waste, and any other constituent or material in quantities that will interfere with or adversely affect the beneficial use of receiving waters, flora, or fauna of the State.

PERSON shall mean any individual, firm, partnership, corporation, limited liability company, association, joint venture, governmental entity, trust, estate, or any other legal entity, however organized.

PROPERTY shall mean anything of material value that is real, personal, tangible, or intangible.

ROADWAY shall mean any street or road, whether improved or unimproved, within the boundaries of the Airport and designated for use by ground vehicles.

REFUELING VEHICLE shall mean any vehicle, including fuel trucks and fuel tankers, used for the transportation, delivery, and dispensing of Aircraft Fuel on the Airport.

RULES AND REGULATIONS shall mean the Airport Rules and Regulations, as may be adopted and amended from time to time, or any successor ordinance, rule, or regulation adopted by the City of Pueblo Department of Aviation governing use of the Airport.

SAFETY AREA shall mean a defined area comprised of either a runway or taxiway and the surrounding surfaces that is prepared or suitable for reducing the risk of damage to aircraft in the event of an undershoot, overshoot, or excursion from a runway or the unintentional departure from a taxiway.

SECURITY IDENTIFICATION DISPLAY AREA (SIDA) shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(cc).

SELF-FUELING AND SELF-SERVICING shall mean the fueling or servicing of an aircraft (including the right to tie down, adjust, repair, refuel, clean, and otherwise service an aircraft) by the owner of the aircraft with the owner's employees and using the owner's own equipment. Self-Fueling and Owner Maintenance may not be contracted out to another party, nor may fuel or other related products or services be sold or traded by the owner to another entity. Self-fueling entails using fuel obtained by the Aircraft Owner from the source of his/her preference and transported to the Airport. Self-fueling differs from using a self-service fuel pump made available by the Airport or an FBO; the use of a self-service Aviation Fuel pump made available by the Airport or an FBO is a commercial activity and is not considered self-fueling as defined herein.

SMOKING shall mean inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, controlled substance, or other combustible substance.

SPECIALIZED AVIATION SERVICE OPERATOR (SASO) shall mean an aeronautical business that offers a single or limited combination of services, not including Aircraft fueling. Examples of a SASO include, but are not limited to, aircraft maintenance, flight training, Aircraft Rental, Aircraft Sales, Air Ambulance, Avionics Sales and Maintenance, and specialized flying services.

SPILL PREVENTION, CONTROL, AND COUNTERMEASURES (SPCC) shall mean a document that identifies the plans, procedures, equipment, and personnel in place to reduce the likelihood of or the impact of a petroleum or hazardous spill.

STERILE AREA shall mean the portion of an airport defined in the airport security program that provides passengers access to boarding aircraft and to which that access generally is controlled by TSA through the screening of persons and property.

SUBLEASE OR SUBCONTRACT shall mean an agreement entered into by an Entity with a third party that assigns, transfers, or conveys limited rights or interests to provide services as an Entity on the Airport. Sublease and subcontract agreements must be submitted for review and prior approval by the Department of Aviation.

TAXILANE shall mean a specialized Taxiway leading to parking or hangar areas.

TAXIWAY shall mean a defined path established for the taxiing of Aircraft from one part of the Airport to another.

TENANT shall mean an entity that pays to use another person's property.

TERMINAL BUILDING shall mean the commercial passenger terminal located at 31201 Bryan Circle, Pueblo, Colorado, or any building officially designated as such hereafter, for the purpose of flight ticket purchase, passenger enplanement and deplanement, including Sterile Areas and

adjoining Ramps, roadways, public lobby waiting, baggage check-in and pick-up, and those other services related to public passenger air travel.

THROUGH-THE-FENCE OPERATIONS/OPERATOR shall mean commercial activities permitted by the City through an agreement allowing access to the public landing area to a licensed and insured independent entity or operator offering an aeronautical activity or to owners of aircraft based on land adjacent to the Airport but who do not commercially operate out of owned or leased property on the Airport's premises. The obligation to make an airport available for the use and benefit of the public does not impose any requirement for the airport sponsor to permit ground access by aircraft from adjacent property.

TRANSIENT AIRCRAFT PARKING shall mean parking designated–within the AOA for the temporary use by Itinerant Aircraft.

TRANSIENT RAMP shall mean non-exclusive aircraft parking areas provided by the Airport through City, federal, state, or other public funding for the operation and parking of aircraft using the Airport. The Director of Aviation may designate areas of the Transient Ramp for preferential use consistent with an Operator's aeronautical use of the Airport.

TSA shall mean Transportation Security Administration of the United States Department of Homeland Security, or any department or agency succeeding to its jurisdiction or function.

UNMANNED AERIAL SYSTEM (UAS) shall mean an aircraft that is operated by a person via a ground control system, or autonomously through use of an on-board computer, communication links, and any additional equipment that is necessary for the aircraft to operate, commonly known as a drone.

VEHICLE shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(k).

VIOLATION OF RULES shall mean the actions of any person who does not comply with any of the provisions of these Rules and Regulations, or any lawful order issued pursuant thereto. Violators will be subject to progressive penalties for repeat violations as provided by PMC § 3-1-8 and any applicable schedule of penalties adopted by the Director of Aviation.

2. Introduction

2.1 PURPOSE

These Rules and Regulations, and any amendments thereto (the "Rules"), are adopted under authority of C.R.S. §§ 41-4-201 and 41-4-204 and Pueblo Municipal Code Section 3-1-2(b), pursuant to which the Director of Aviation is authorized to promulgate rules and regulations governing the use and operation of the Airport.

They are designed to protect the public health, safety, interest, and general welfare at the Pueblo Memorial Airport (the "Airport") and to restrict or prevent any activity which would interfere with the safe, orderly, and efficient use of the Airport by passengers, operators, tenants, and other users.

These Rules shall not excuse any entity from performing any obligation it may have under any Lease, License, or Permit with the City or the Airport, whether in existence on the date of the adoption of these Rules or entered into at any time thereafter.

2.2 Applicability, Compliance and Conditional Use of the Airport

Any permission granted directly or indirectly, expressly or by implication, to any entity or individual to enter upon or use the Airport (including Aircraft operators; vehicle operators; Aircraft crewmembers and passengers; the general public; spectators and sightseers; occupants of private and commercial vehicles; officers, employees, customers, vendors, and suppliers of operators and lessees; entities doing business with the Airport, their contractors, subcontractors, and licensees; and all other entities) is conditioned upon assumption of responsibility to fully and completely comply with these Rules, as well as applicable provisions of the Airport Minimum Standards, Airport Certification Manual (ACM), Airport Security Plan (ASP), Airport Emergency Plan (AEP), and all applicable regulatory measures that may be promulgated by any governing body or agency having jurisdiction at the Airport.

2.3 Enforcement

2.3.1 The Director of Aviation may remove or evict from the Airport any person who violates any Rule prescribed herein, or any applicable statute, rule, or regulation of the federal government or the State of Colorado, or Ordinance of the City of Pueblo, and may deny use of the Airport and its facilities to any such person if it is determined by the Director of Aviation that such denial is in the public interest.

2.3.2 Pursuant to Section 3-1-2(b), P.M.C., all users of and persons on the Airport are subject to these Rules. Section 3-1-8 of the Pueblo Municipal Code provides penalties for violation of these Rules, including that any person violating any provision of PMC Chapter 3-1, or any rule or regulation adopted pursuant thereto, shall be guilty of a municipal offense.

2.4 Variance or Waiver

The Director of Aviation may vary from the provisions of these Rules at any time when circumstances may require in the interests of public safety. Any variance shall not constitute a waiver or modification of any of the provisions herein for any purpose except as to the particular operator/user and the particular provision which is the subject of the variance and only for so long as the circumstances warranting the variance exist.

2.5 Administrative Review and Court Proceedings

2.5.1 Any applicant for or holder of a Permit or License who is adversely affected by any determination made by the City, or on behalf of the City by the Director of Aviation, to deny, suspend, terminate, or revoke its License or Permit to operate or conduct any Commercial activity on the Airport, may petition the Mayor of the City of Pueblo for a hearing concerning such determination no later than thirty (30) days after having been notified of the determination. Compliance with the provisions of this section shall be a jurisdictional prerequisite to any civil action brought by such person under the provisions of this section, and failure of compliance shall forever bar any such action.

2.5.2 The Mayor may hold a hearing on the petition or, in the Mayor’s sole discretion, may designate an officer or employee of the City as a hearing officer with authority to hold such hearing or hearings.

2.5.3 Any such petition shall be in writing, filed with the Office of the Mayor, and the facts alleged shall be submitted under oath or affirmation. Unless the determination was made on the basis of public safety, the effectiveness of the determination shall be stayed pending a final determination under paragraph 2.5.5 below.

2.5.4 Additional facts may be submitted under oath or affirmation at a hearing scheduled by the Mayor or the designated hearing officer. Notice of the proceedings shall be in accordance with rules and regulations issued by the Mayor. The petitioner shall bear the burden of proof, and the standard of proof shall conform with that in civil, non-jury cases in state district court. Hearings shall be conducted pursuant to procedures adopted by the City.

2.5.5 After hearing, or consideration of such additional submittals as the Mayor or hearing officer may permit or require, the Mayor or the hearing officer shall make a final determination. Such final determination shall be considered a final order of the City and may be reviewed under Rule 106(a)(4) of the Colorado Rules of Civil Procedure by appeal of the petitioner or the City. A request for reconsideration of the determination may be made, by the petitioner or the Director of Aviation, if filed with the Mayor's office within fifteen (15) days of the date of determination, in which case the Mayor shall review the record if the proceedings were conducted by a designated hearing officer, and the determination shall be considered a final order of the City upon the date the Mayor rules on the request for reconsideration.

2.5.6 The District Court of the Tenth (10th) Judicial District of the State of Colorado shall have original jurisdiction in proceedings to review all questions of law and fact determined by the Mayor or the designated hearing officer, under Rule 106(a)(4) of the Colorado Rules of Civil Procedure.

3. General Rules and Regulations

3.1 Abandoned, Derelict or Lost Property

Property including, without limitation, Aircraft, vehicles, equipment, machinery, baggage, or personal property shall not be abandoned on the Airport. Abandoned, derelict, or lost property found in public areas at the Airport shall be reported to the Director of Aviation. Property unclaimed by its proper owner or items for which ownership cannot be established will be handled in accordance with applicable law. Nothing in this section shall be construed to deny the right of Operators and other lessees to maintain "lost and found" service for property of their customers and/or employees.

3.2 Accidents or Incidents

In addition to other appropriate notifications and actions, accidents resulting in damage to property, injury requiring medical treatment, or interference with normal Airport operations shall be reported to the Director of Aviation.

3.3 Animals

Domestic pets and animals, except service animals required for assistance or law enforcement dogs, are not permitted on the AOA of the Airport or in the Airport passenger terminal building, unless being transferred or shipped, and then only if controlled and restrained by a leash, harness,

restraining strap, portable kennel, or other appropriate shipping container. Leashes, harnesses, and straps shall not exceed six (6) feet. It shall be the responsibility of the owner or handler to exercise control over the animal at all times. Owners or handlers are responsible for the immediate removal and disposal of animal waste. No Person, except those authorized by the Director of Aviation, shall intentionally hunt, pursue, trap, catch, injure, or kill any bird or animal on the Airport. Feeding or otherwise encouraging the congregation of birds or animals on the Airport is prohibited.

3.4 COMMERCIAL ACTIVITIES

Commercial activity of any kind on the Airport requires the express written permission of the City through a specifically authorized Lease, sublease, License, permit, or written temporary permission, and the payment of any required fees. Unless otherwise provided in such document, any permission may not be assigned or transferred and shall be limited solely to the approved activity. Conducting commercial operations without such written authorization constitutes a municipal offense under PMC § 3-1-2(c), in addition to any remedy available under these Rules.

3.5 EXCLUSIVE RIGHTS

Consistent with FAA Grant Assurance 23 and C.R.S. § 41-4-201, no exclusive right to conduct any aeronautical activity at the Airport shall be granted to any person providing, or intending to provide, aeronautical services to the public. The provision of aeronautical services by a single fixed-base operator shall not be construed as an exclusive right if (a) it would be unreasonably costly, burdensome, or impractical for more than one fixed-base operator to provide such services, and (b) allowing more than one fixed-base operator would require the reduction of space leased pursuant to an existing agreement between such operator and the Airport. The City may reserve exclusive rights unto itself as permitted by law.

3.6 MINIMUM STANDARDS FOR COMMERCIAL OPERATORS

All Entities engaging in Commercial Aeronautical Activities at the Airport shall meet the qualifications and requirements established in the Airport's Minimum Standards, as adopted and amended from time to time by the Director of Aviation. The Minimum Standards are a separate document maintained at the Airport Administrative office and available for inspection upon request. Compliance with these Rules does not excuse an Operator from compliance with the Minimum Standards, nor does compliance with the Minimum Standards excuse an Operator from compliance with these Rules.

3.7 COMPLIANCE WITH REGULATORY MEASURES

All Persons occupying or using, engaging in an Aeronautical Activity on, or developing Airport land or Improvements shall comply, at the person's or entity's sole expense, with all applicable Regulatory Measures including, without limitation, these Rules, and those of the federal, state, and local government and any other agency having jurisdiction over the Airport.

3.8 FIRE/OPEN FLAMES

Open flames of any kind are prohibited except (a) as provided in a burn permit; (b) for open flames utilized by operators/lessees in the performance of approved Aircraft Maintenance; (c) as

necessary for Pueblo Fire Department training. Burn permits may be issued in the discretion of the City of Pueblo Fire Department and only in compliance with applicable building and/or fire codes. The use of open flame space heaters that utilize kerosene or gas is prohibited on Airport property. Smoking and the use of any open-flame device is prohibited on any apron, or within fifty (50) feet of any Aircraft, fuel truck, fueling facility, or other flammable storage facility. Any fires (regardless of the size of the fire or whether or not the fire has been extinguished) shall be reported immediately to 911. No welding/cutting activities shall be conducted on the Airport without an approved fire extinguisher and a person trained in its proper usage present for the duration of any welding/cutting activities. Welding or cutting activities are subject to provisions in the Lease Agreement.

3.9 General Conduct

No Person shall use or otherwise conduct himself or herself upon any portion of the Airport in any manner contrary to any posted or otherwise visually indicated directions applicable to that area. No person shall use, keep, or permit to be used or kept, any foul or noxious gas or substance at the Airport, or permit the Airport to be occupied or used in a manner offensive or objectionable to other users for any reason. Spitting on, marking, or defacing the floors, walls, or other surfaces of the Airport is prohibited.

3.10 Hazardous Materials

No person shall cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released, on, under, or about any premises, or transported to and from the Airport, by itself, its agents, employees, contractors, invitees, sublessees, or any third party in violation of any Environmental Law, provided that, in no circumstances shall any person or entity cause or permit any Extremely Hazardous Substance or toxic chemical to be used, generated, manufactured, produced, stored, brought upon, or released, on, under, or about the Airport, or transported to and from any premises. All persons or entities shall promptly notify the Director of Aviation of any action or condition that is contrary to any prohibition in the previous sentence. Approved Hazardous Material must be stored in suitable containers that are properly secured. Safety Data Sheets for all hazardous materials shall be maintained on site so as to be readily available to emergency responders and for review by the Pueblo Fire Department. No fuels, oils, dopes, paints, solvents, acids, or any other Hazardous Material shall be released in storm water conveyances, drains, catch basins, ditches, the Air Operations Area, or elsewhere on the Airport. Tenants and operators who generate and dispose of "Special Waste" shall comply with the requirements of 40 CFR Sections 266 & 273. Used engine oil shall be disposed of only at approved waste oil stations or disposal points. Secondary containment is required for the storage of gasoline, oils, solvents, or other hazardous waste in drums or receptacles. Aviation fuels or automotive gasoline in quantities greater than five (5) gallons shall not be stored at the Airport without the prior written permission of the Director of Aviation. Any fuels must be stored in accordance with any applicable codes, regulations, and requirements for the storage of volatile fuels.

3.11 HAZARDOUS MATERIAL SPILLS

Any person who experiences overflowing or spilling of oil, grease, fuel, alcohol, glycol, or any other Hazardous Material anywhere on the Airport shall immediately call 911. Persons involved in Hazardous Material incidents shall take action to prevent/minimize danger to personnel, property, and the environment while awaiting arrival of the Pueblo Fire Department personnel. At the discretion of the Pueblo Fire Department, the entity responsible for the spill may be required to clean and properly dispose of the material/substance, which shall be performed in compliance with all applicable federal, state, and local regulations and guidelines. Any costs incurred by the Airport in such instances shall be reimbursable to the City by the Person responsible for the spill.

3.11.1 Written Spill Report Required. In addition to the immediate 911 notification required by Section 3.11, the responsible party shall provide a written fuel or chemical spill report to the Director of Aviation within twenty-four (24) hours of any spill or release of any Hazardous Material at the Airport. The written report shall include, at a minimum: (a) date and time of the spill; (b) location of the spill; (c) identity of the responsible party; (d) identification of the vehicle or aircraft involved, if any; (e) estimated amount of material spilled; (f) type of material spilled; (g) cause of the spill; and (h) method of cleanup employed. This written reporting requirement is in addition to, and does not substitute for, any reporting obligation under applicable federal or state environmental law.

3.12 LICENSES, PERMITS, CERTIFICATIONS AND RATINGS

Operators shall obtain and comply with all necessary licenses, permits, certifications, or ratings required for the conduct of operator's activities at the Airport as required by the Director of Aviation or any other duly authorized agency prior to engaging in any activity at the Airport. Upon request, operators shall provide copies of such licenses, permits, certifications, or ratings to the Airport within 5 business days. Operators shall keep in effect and post in a prominent place all necessary or required licenses, permits, certifications, or ratings.

3.13 PAINTING

Doping processes, painting, or paint stripping shall be performed only in those facilities approved for such activities by the Director of Aviation and in compliance with air quality regulations, the current City adopted International Fire Code, and the City's Storm Water Management Plan (SWMP), or any successor thereto.

3.14 PRESERVATION OF PROPERTY

No Person shall destroy or cause to be destroyed, injure, damage, deface, or disturb, in any way, property of any nature located on the Airport. Any Person causing or responsible for such injury, destruction, damage, or disturbance to Airport-owned property shall report such damage to the Director of Aviation and shall reimburse the City the full amount of repair and replacement of property. No Person shall take or use any Aircraft, Aircraft parts, instruments, or tools owned, controlled, or operated by any person while on the Airport or within its hangars, except with the consent of the owner or operator thereof. No person shall prevent the lawful use and enjoyment of the Airport by others. Any activity which results in littering, environmental pollution, or vandalism on the Airport is not permitted and violators are subject to arrest.

3.15 SIGNAGE/ADVERTISEMENTS

Written advertisements, signs, notices, circulars, and/or handbills may be posted or distributed only with the prior written permission of the Director of Aviation. The Director of Aviation has the right to remove any such sign, placard, picture, advertisement, name, or notice. No signage may be installed on the Airport without the prior written approval of the Director of Aviation.

3.16 SOLICITATION, PICKETING, AND/OR DEMONSTRATIONS

The Director of Aviation is authorized, upon the basis of passenger flow or where necessitated by the peculiar character of the Airport, to adopt policies pertaining to the exercise of First Amendment rights on the Airport, including by way of example but not limitation, solicitation of contributions for charitable or religious purposes, dissemination of printed material, or demonstrations. Such policies shall establish reasonable, content-neutral time, place, and manner guidelines for the exercise of such First Amendment rights, shall be narrowly tailored to serve a significant governmental interest, and shall leave open ample alternative channels for communication. It shall be unlawful for any person to engage in such activities on the Airport except in accordance with such policies adopted by the Director of Aviation.

3.17 SOUND AMPLIFYING DEVICES

Sound amplifying devices such as megaphones, public address systems, or any other device designed to amplify and broadcast the human voice over a distance, are prohibited on the Airport unless written approval from the Director of Aviation is given prior to their installation and use.

3.18 SPECIAL EVENTS

Special events on the Airport require written coordination, regulation, and authorization of the Director of Aviation prior to the public disclosure or advertisement of the event. Certain events may require an executed lease, operating agreement, TSA authorized change of condition or permit with the Director of Aviation.

3.19 THROUGH-THE-FENCE ACTIVITIES

All "Through-the-Fence" activities may be conducted only in accordance with a written Permit with the City. No such "Through the Fence" activity shall be authorized except in strict accordance with the Airport’s Minimum Standards.

3.20 TRASH AND OTHER WASTE CONTAINERS

The Director of Aviation shall designate areas to be used for garbage receptacles and no other areas shall be utilized. Tenants, Operators, and other users of the Airport shall not move or otherwise re-locate Airport-placed trash and waste containers. Garbage, empty boxes, crates, rubbish, trash, papers, refuse, or litter of any kind shall not be placed, discharged, or deposited on the Airport, except in the receptacles provided specifically for that purpose. The burning of garbage or litter on the Airport is prohibited. Trash and other waste containers at the Airport shall only be used for trash generated on Airport property. Tenants and Operators shall ensure that their trash and waste containers are emptied with sufficient frequency to prevent overflowing, shall be cleaned with sufficient frequency to prevent the development of offensive odors, and are

equipped with securely fastened lids which shall be closed and fastened at all times other than while the receptacles are being loaded or unloaded.

3.21 Use of Roadways and Walkways

No Person shall travel on the Airport other than on the roadways, walkways, or other areas provided for the particular class of traffic or occupy roadways or walkways in such a manner as to hinder or obstruct their proper use.

3.22 Buildings and Remodeling

It shall be unlawful for any person, other than the City, to construct, reconstruct, or remodel any Building or other Improvement on the Airport without first obtaining an applicable permit.

3.23 Overnight Camping or Lodging

Overnight camping or lodging on the Airport is prohibited. Except for the Airport fire station, use of any facility on, or area of, the Airport for sleeping or other purposes in lieu of a hotel, motel, residence, or other public accommodation is prohibited.

3.24 Wildlife Hazard Management

No person shall maintain or permit conditions on the Airport that attract or sustain hazardous wildlife within the AOA or its vicinity, consistent with FAA Advisory Circular 150/5200-33B, "Hazardous Wildlife Attractants On or Near Airports." Prohibited conditions include, but are not limited to, uncovered waste receptacles, standing water not associated with approved storm water facilities, and landscaping or vegetation that provides food or harborage for species identified in the Airport's Wildlife Hazard Assessment or Wildlife Hazard Management Plan, if applicable. Tenants and Operators shall cooperate with the Director of Aviation in implementing wildlife hazard mitigation measures. The Director of Aviation may require the modification or removal of any condition determined to constitute a wildlife attractant.

3.25 Stormwater Compliance

Pursuant to PMC § 3-1-2(I)(1), all users of and persons on the Airport are subject to the Storm Water Management Plan (SWMP), the Spill Prevention Control and Countermeasure Plan (SPCC), and all other environmental regulations now in effect or hereafter adopted for the Airport. Tenants and Operators whose activities have the potential to contribute pollutants to storm water runoff shall develop and maintain a Stormwater Pollution Prevention Plan (SWPPP) for their leased premises and shall submit such plan to the Director of Aviation for review. No person shall cause or permit any non-storm water discharge to the Airport storm water drainage system except as authorized by applicable permit. Copies of the Airport SWMP and SPCC Plan are on file with the Director of Aviation and available for inspection upon request.

4. Security and Safety

All persons using the Airport are subject to the Airport Security Plan, as may be amended from time to time. Persons in violation of TSA, FAA, and/or Airport Security Rules, including those set forth herein and elsewhere, may be denied access to the Airport, may have access or driving

privileges and/or Airport identification badge revoked, and/or may be fined or otherwise penalized in accordance with applicable Regulatory Measures. Operators who are required to provide controlled access to their facilities for security reasons are responsible for ensuring that all personnel are trained on the appropriate procedures for authorizing non-employees onto their respective facilities.

4.1 Restricted or Secure Areas

Restricted or Secure areas on the Airport are those areas that are identified in the Airport Security Plan as areas (Secure, Sterile, and SIDA) where no person is allowed access unless issued an Airport badge or a badge that is recognized in the Airport Security Plan, such as law enforcement, FAA, or TSA badges.

4.1.1 No person shall enter any Restricted or Secure area except those persons directly engaging in work or an aviation activity that must be accomplished therein; and

4.1.1.1 Having prior authorization of the Director of Aviation or under appropriate supervision or escort; or

4.1.1.2 Employed by or representing the FAA, TSA, DHS, or recognized in the Airport Security Plan as being authorized to access certain secured areas of the Airport.

4.1.2 No person shall cause any object to be located within eight (8) feet of the Airport perimeter fence, which may assist an unauthorized individual in accessing a Secured area. No person shall cut or in any manner create an unauthorized opening in the Airport perimeter fence.

4.1.3 Any gate or fence condition that would allow unauthorized access to restricted or secure areas of the Airport must be reported immediately to the Director of Aviation. Any attempts by any persons to gain unauthorized access to any such area, and any conditions that would adversely affect the safety or security of Aircraft operations shall be reported immediately to the Pueblo Police Department and the Director of Aviation.

4.1.4 Any person who violates security related regulatory measures may be denied future entry into a restricted or secure area.

4.1.5 All persons shall wear and visibly display their approved Airport identification badge or approved identification recognized in the Airport Security Plan on their outermost garment, between their shoulders and their waist, while inside a secure area.

4.1.6 Airport identification badge holders must notify the Director of Aviation of any entry or attempted entry to a secure area by any unauthorized or unbadged person, or by any unauthorized means.

4.1.7 Any person with a proper Airport identification badge and escort privileges may bring an unbadged person into a secure area if the unbadged person has a valid reason for being inside the secure area and if the unbadged person is provided continuous escort by a person with a proper Airport identification badge. A continuous escort requires that the escorted person remains in close proximity to the Airport identification badge holder at all times while inside the secure area. The Airport identification badge holder shall bear full responsibility for the actions of the person being escorted.

4.2 Airport Identification Badges

4.2.1 Airport identification badges shall not be issued to any person until a need for unescorted access inside the secure or sterile area and/or the SIDA has been determined by the Director of Aviation and all requirements have been met.

4.2.2 All persons requiring access to the restricted areas of the Airport shall pay appropriate fees; provide the Department of Aviation the proper identification; complete all required forms; undergo a background check and/or fingerprint procedure consistent with 49 CFR Part 1542, as amended; and successfully complete SIDA and Airport Ground Vehicles/Runway Incursion Prevention Driving Program.

4.2.3 No person shall make, possess, use, offer for sale, pass, and/or deliver any forged or falsely altered pass, permit, identification, badge, card, sign, and/or other authorization purporting to be issued by or on behalf of the Airport.

4.3 Sterile Area

Any persons desiring to enter a sterile area are subject to security screening.

4.4 Security Access

All persons desiring vehicular access to the Airport Operations Area (AOA) through any security gate on the Airport must first obtain an Airport Vehicle Permit from the Director of Aviation. The permit must be placed in the proper location on the vehicle and clearly visible at all times.

4.4.1 Security gates (pedestrian or vehicular) that provide access to the AOA shall be kept closed and locked at all times, except when actually in use. All access gates to the AOA through a tenant's leased premises are the Operator's/lessee's responsibility and shall be monitored and secured in a manner that will prevent unauthorized access.

4.4.2 Vehicle operators shall stop their vehicle and allow the gate to fully close before proceeding and shall also ensure that no other vehicles or persons gain access to the Airport while the gate is in the process of closing or not fully closed. If the vehicle operator cannot prevent such access, the vehicle operator shall immediately notify the Director of Aviation and the Pueblo Police Department.

4.4.3 Tampering with, interfering with, or disabling the lock, or closing mechanism or breaching any other securing device at the Airport is prohibited.

4.4.4 Persons who have been provided either a code or a device for the purpose of obtaining access to the AOA shall not divulge, duplicate, or otherwise distribute the same to any other person.

5. Aircraft Rules and Regulations

All aircraft operations at the Airport shall comply with applicable FAA regulations, including 14 CFR Parts 91 and 139. The provisions of this Section supplement, and do not replace, those federal requirements.

5.1 Accidents or Incidents

5.1.1 Aircraft operators involved in an incident or accident on the Airport resulting in injury or death to person or damage to property shall complete any necessary reports and forms, and comply with all applicable provisions of National Transportation Safety Board (NTSB) Regulations Part 830. The Aircraft operator is responsible for all damages to property, including damage to a runway, taxiway, taxilane, apron, signage, navigational aid, light, or fixture.

5.1.2 An Aircraft involved in an accident on the Airport may not be removed from the scene of the accident until authorized by the Director of Aviation. Once authorization to remove the Aircraft has been issued, the Aircraft operator shall be responsible for the safe and prompt removal of disabled Aircraft and parts within a movement area to a non-movement area.

5.1.3 Subject to the requirements of 5.1.2 above, disabled Aircraft shall be removed within 30 minutes from any runway or taxiway.

5.1.4 If immediate arrangements are not made (so that the Airport can return to full operational status without unreasonable delay), the Director of Aviation may have any disabled Aircraft removed, at the Aircraft operator's sole risk and expense, without liability for damage arising from or out of such removal.

5.2 Aircraft Assembly

Aircraft assembly constitutes maintenance and is permitted only in areas designated for that use, or in hangars approved for that activity by the Director of Aviation.

5.3 Aircraft Cleaning

Aircraft cleaning shall be performed only in areas designated for such use and in compliance with the City's Storm Water Management Plan, a copy of which is on file with the Director of Aviation and is available for inspection upon request. All drainage must flow to an oil/water separator, or a collection system approved pursuant to the City's SWMP.

5.3.1 All Aircraft cleaning shall be done with biodegradable soap, and without the use of solvents or degreasers.

5.3.2 Cleaning practices using flammable or combustible materials are prohibited within any building or within fifty (50) feet of any building, Aircraft, vehicle, fuel storage facility, or fueling operation.

5.3.3 In the event that fire retardant containing PFAS needs to be cleaned off an Aircraft, all efforts to prevent PFAS from entering into either stormwater or wastewater systems must be exercised, including but not limited to approved Hazardous Material disposal.

5.4 Aircraft Maintenance and Repair

Aircraft maintenance and repair is permitted only in areas designated by the Director of Aviation.

5.4.1 With exception of preventative maintenance (as defined in 14 CFR Part 43), maintenance and repair of general aviation Aircraft shall be confined to designated areas within an FBO's or SASO's leased premises.

5.4.2 Preventive maintenance may be performed on Aircraft located on tie downs and in individual hangars, only by the owners of such Aircraft.

5.4.3 Minor maintenance of air carrier Aircraft (as defined by 14 CFR Part 43) may be performed at the gate positions in the passenger terminal area. For all other work, the Aircraft must be moved to an area designated by the Director of Aviation.

5.4.4 Aircraft painting shall be performed only in hangars approved for that activity by the Director of Aviation.

5.5 AIRCRAFT OPERATIONS

5.5.1 Operating an Aircraft in a careless, negligent, or reckless manner; in disregard of the rights and safety of others; without due caution and care; or at a speed or in a manner which endangers or is likely to endanger persons or property of any entity, is prohibited.

5.5.2 Aircraft operators shall obey all pavement markings, signage, and lighted signals unless instructed otherwise by the Director of Aviation.

5.5.3 Operating an Aircraft constructed, modified, equipped, or loaded as to endanger, or be likely to endanger persons or the property of any person, is prohibited.

5.5.4 Experimental flights or ground demonstrations shall not be conducted on the Airport without the prior written permission of the Director of Aviation.

5.5.5 The starting, positioning, or taxiing of any Aircraft shall be done in such a manner so as to avoid generating or directing any propeller slipstream or engine blast that may endanger or result in injury to persons or damage to property.

5.5.6 Aircraft engines shall not be started within, and Aircraft shall not be taxied into, out of, or within, any structure on the Airport except for structures designed for engine run-ups, such as a hush house or a test stand.

5.5.7 Aircraft shall only be taxied or towed on hard-surfaced runways, taxiways, taxilanes, and aprons, unless otherwise approved in writing by the Director of Aviation.

5.5.8 Aircraft operators shall not taxi an Aircraft at the Airport at a speed greater than is reasonable and prudent under the conditions with regard for actual and potential hazards and other Aircraft so as not to endanger persons or property. Taxiing Aircraft shall yield the right-of-way to any emergency vehicle.

5.5.9 The runway Aircraft weight limitations for the Airport (FAA Gross Weight evaluation) set forth in the FAA Facility Directory shall not be exceeded without the prior approval of the Director of Aviation. Aircraft operators shall not land, take off, taxi, or park an Aircraft on any area that has been restricted to a maximum weight bearing capacity of less than the weight of the Aircraft. It shall be the Aircraft operator’s responsibility to bear the expense of repair for any damage to the Airport’s runways, taxiways, or aprons caused by excessive Aircraft weight loading.

5.6 Aircraft Parking and Storage

5.6.1 Consistent with FAA Grant Assurance 22(f), no FBO or SASO authorized to provide Aircraft storage to the public shall require procurement of fuel or other supplies or services from a specific source as a condition of Aircraft storage.

5.6.2 Aircraft shall be parked only in those areas designated for such purpose and shall not be positioned in such a manner so as to block a runway, taxiway, taxilane, or fire hydrant, or obstruct access to hangars, parked Aircraft, or parked vehicles.

5.6.3 Aircraft operators shall ensure parked and stored Aircraft are properly secured in accordance with applicable FAA airworthiness standards, 14 CFR Part 91, and the Aircraft manufacturer's published mooring and tie-down procedures. Parked or stored helicopters shall have braking devices or rotor mooring blocks applied to the rotor blades. Moored lighter-than-air Aircraft shall have at least one person monitoring the safety of the mooring at all times.

5.6.4 All air carrier Aircraft loading and unloading at the passenger terminal must be parked at designated gate positions. General Aviation Aircraft are not permitted to enter in the SIDA, except by special permission granted by the Director of Aviation.

5.6.5 Upon request of the Director of Aviation, the operator of any Aircraft parked or stored at the Airport shall move the Aircraft to the location and/or position on the Airport identified by the Director of Aviation. In the event the Aircraft operator refuses, is unable, or unavailable, the Director of Aviation may have the Aircraft moved to the area at the risk and expense of the Aircraft operator without liability for damage that may arise from or out of such movement.

5.7 Airworthiness

5.7.1 No Aircraft shall remain on the Airport outside a hangar in excess of ninety (90) days unless such Aircraft is currently registered with the FAA, certificated, and in airworthy condition.

5.7.2 Notwithstanding Section 5.7.1, and consistent with PMC § 3-1-3(n), any damaged or disabled Aircraft parked or stored in an authorized, assigned, leased, or otherwise properly designated area in excess of thirty (30) days without the owner or operator undertaking repair or restoration to operable condition shall, absent special arrangements approved in writing by the Director of Aviation, be deemed abandoned and subject to impoundment as an illegally parked Aircraft. Prior to impoundment, the Director of Aviation shall provide written notice to the Aircraft owner of record by certified mail or personal service, affording a reasonable opportunity to cure not to exceed fifteen (15) days from the date of notice.

5.8 Engine Run-Ups

Aircraft shall not commence run-ups so that the engine blast is directed at persons, other Aircraft, hangars, shops, or other vehicles. Extended run-ups shall only be performed in designated areas so as to minimize impact to persons, other Aircraft, and businesses.

5.9 Noise Abatement Procedures

Operators of Aircraft based at the Airport shall become familiar with and, consistent with safe operating procedures for the Aircraft, shall adhere to the Noise Abatement Plan developed for the

Airport, copies of which are available at the Airport Administrative offices. The preferred calm wind (5 knots or less) runway is Runway 8R-26L.

5.10 Landing and Take-Off Operations for Fixed Wing Aircraft

Fixed wing Aircraft taking off or landing at the Airport shall do so only from designated runways. Landing Aircraft shall clear the runway as soon as practicable, taxiing ahead to the nearest turn off.

5.11 Passengers and Cargo

Passengers and cargo shall be enplaned/deplaned only in areas designated for such activities.

5.12 Helicopter Operations

5.12.1 All helicopters at the Airport shall take-off, land, or taxi only from established and recognized parking pads, designated ramps, or airport taxiways and runways. Helicopters shall park only in the areas designated for such operations.

5.12.2 Helicopters shall not be operated within one hundred (100) feet of any area where light Aircraft are parked or operating, and are prohibited from landing, taking off, or air taxiing between structures less than one-hundred and twenty (120) feet apart, unless such area is specifically established for helicopter operations.

5.12.3 Helicopters shall not be taxied, towed, or otherwise moved with rotors turning unless there is a clear area of at least forty (40) feet in all directions from the outer tips of the rotors.

5.12.4 Trailers or dollies shall be utilized to tow helicopters to parking pads for flights. Helicopter tow vehicles and trailers shall not be left at Airport public-use parking pads and shall be stored at a location designated by the Director of Aviation.

5.13 Specialized Aeronautical Activities

5.13.1 Ultralight Aircraft operations are allowed at the Airport only with an operable two-way radio capable of receiving and transmitting on the proper aeronautical frequencies.

5.13.2 Hot air balloon operations, parachute drops, banner or glider towing, use of motorless Aircraft, and the aeronautical transport of radioactive or Hazardous Materials are prohibited on the Airport without the prior written approval from the Director of Aviation. Approval may be granted by the Director of Aviation if the person proposing such activity demonstrates that such activities may be conducted on the Airport in a safe manner without interference with other aeronautical activities.

5.14 Model Aircraft

Except as authorized and regulated by federal law or FAA regulation, it shall be unlawful for any person to fly or launch any Model Aircraft on, over, or from the Airport.

5.15 Aircraft Detention for Nonpayment

Consistent with PMC § 3-1-3(h), the Director of Aviation shall have the authority to detain any Aircraft at the Airport for nonpayment of any charges, fees, or expenses due the City of Pueblo. No detained Aircraft shall be removed from the Airport until all outstanding charges, fees, and

expenses, together with any accrued interest, have been paid in full. The Director of Aviation shall provide written notice of detention to the Aircraft owner or operator of record at the time detention is imposed.

5.16 Unmanned Aircraft Systems (UAS)

5.16.1 All UAS (drone) operations at, on, or over the Airport, including in the airspace above Airport property, are subject to all applicable federal law and regulations, including 14 CFR Part 107 and any FAA authorization required for operations in controlled or designated airspace (including LAANC authorization where applicable). No person shall operate a UAS on the Airport Operations Area (AOA) or within Airport Movement Areas without prior written approval of the Director of Aviation.

5.16.2 The Director of Aviation is authorized to issue UAS operating policies, permit requirements, and designated operating areas by separate administrative directive. Such directives shall be posted at the Airport Administrative office and made available upon request.

5.16.3 Nothing in this Section limits the authority of the FAA or any other federal agency with jurisdiction over UAS operations in the National Airspace System.

6. Motor Vehicle Rules and Regulations

6.1 Air Operations Area (AOA)

6.1.1 All non-escorted vehicles operating on the AOA must clearly display an Airport vehicle permit; shall always yield the right of way to Aircraft, emergency vehicles or equipment, and pedestrians; and shall not be operated in such a manner or within such proximity of an Aircraft as to create a hazard or interfere with the safe operation of Aircraft.

6.1.2 Prior to operating vehicles on the AOA, all vehicle operators shall perform annual training regarding Airport Ground Vehicles/Runway Incursion Prevention Driving Program.

6.1.3 The Director of Aviation may restrict vehicles to certain portions or segments of the AOA. Such restrictions shall prohibit vehicle operations outside designated areas.

6.1.4 Use of ATVs, three-wheelers, scooters, motorcycles, mini-bikes, go-carts, roller skates/blades, skateboarding, and the recreational use of bicycles is not permitted as a means of transportation. ATVs, small tractors, and the like shall be permitted to aid the towing of aircraft into and out of hangars but not on taxilanes or apron areas.

6.1.5 Unless otherwise posted, vehicles, except emergency vehicles responding to an emergency, shall not be operated on the AOA at speeds in excess of 10 miles per hour.

6.1.6 Tugs and baggage carts shall be returned to designated storage areas immediately following unloading.

6.2 Movement Area

6.2.1 Ground Vehicle access to the Movement Area is restricted including Runways, Taxiways and designated Safety Areas of the Airfield. Vehicle operators must be approved by the Director

of Aviation and comply with FAA mandated Movement Area training procedures as outlined in the FAA approved Part 139 Certification Manual.

6.2.2 Vehicle operators shall make a location announcement, including intention and direction of movement, on the Airport Traffic Control Tower (ATCT) frequency when the Tower is in operation, or on the designated CTAF frequency when the Tower is closed, before proceeding closer than two-hundred and fifty (250) feet from the edge of any runway or one hundred (100) feet from the edge of any taxiway, and shall ensure that no Aircraft is present or approaching before entering any movement area.

6.2.3 Unless escorted, all vehicles operating in the movement area shall be equipped with a functioning two-way radio capable of communicating on the proper aeronautical frequencies (118.000 to 136.975 MHz). When the ATCT is in operation, vehicle operators must establish and maintain radio contact with ATC before entering the movement area. When the ATCT is closed, vehicle operators shall monitor and communicate on the designated CTAF frequency.. A vehicle without a two-way radio capable of communicating on such frequencies may enter the movement area provided that such vehicle is escorted at all times in the movement area by an authorized escort having radio contact with the ATCT or UNICOM, as applicable. In the event a vehicle in the movement area experiences radio failure, it must vacate the area utilizing any perimeter roadways or other non-controlled routes.

6.3 Operator Licensing and Permit

Vehicle operators must have a valid state vehicle operator's license of the class needed for the vehicle being operated and evidence of insurance (as required by State law and the Airport) to operate a vehicle on the Airport. Evidence of valid title or current rental/lease agreement for the vehicle shall be kept in the vehicle and available for inspection.

6.4 Parking and Standing

6.4.1 Vehicles shall be parked only in those areas designated for such purpose. Vehicles shall not be parked or stopped:

6.4.1.1 In such a manner so as to obstruct a parking lot lane, driveway, roadway, walkway, crosswalk, fire lane, runway, taxiway, taxilane, or obstruct access to hangars, parked Aircraft, or parked vehicles;

6.4.1.2 In any space marked for parking in such a manner that the vehicle occupies more than one marked space;

6.4.1.3 Within a bus stop, taxicab, or commercial vehicle zone (except for vehicles authorized by the Director of Aviation to use such areas);

6.4.1.4 On the side of a roadway;

6.4.1.5 On the roadway side of any stopped or parked vehicle (double parking);

6.4.1.6 Within fifteen (15) feet of a fire hydrant or within a fire lane or restricting the access to or from the fire lane;

6.4.1.7 Within eight (8) feet of either side of a security fence; or

6.4.1.8 Other than in accordance with restrictions posted on authorized signs.

6.4.2 Service vehicles (including utility company, government owned, delivery, etc.) shall park in specially reserved and marked areas or areas designated for such purpose.

6.4.3 Automobiles, motorcycles, boats, jet skis, snowmobiles, dune buggies, race cars, recreational vehicles, trailers, and other vehicles may not be parked or stored on Airport property, unless (a) parked in the passenger terminal parking lot, with permission from the Director of Aviation in advance, or (b) written permission of the Director of Aviation has been first obtained. Trailers and semi-trailers shall be disengaged from the towing vehicle.

6.4.4 Towing of Improperly Parked Vehicles. Consistent with PMC § 3-1-4(f), the Director of Aviation is authorized to tow or otherwise remove any motor vehicle parked on the Airport in violation of these Rules or Airport regulations, at the vehicle owner's expense and without liability for damage that may result in the course of such removal. The Director of Aviation may detain any removed vehicle until all applicable towing charges, storage fees, and outstanding Airport fees have been paid in full.

6.5 Vehicle Licensing and Equipment

6.5.1 Except for vehicles that are exclusively used on the AOA, all vehicles shall meet proper state licensing, registration, and inspection requirements.

6.5.2 Vehicles shall not be operated on the Airport unless the vehicle is in sound mechanical order; has adequate lights, horn, and brakes; and permits clear visibility from the driver's position.

6.5.3 Vehicles operating or parking inside the security fence shall be registered with the Airport and display a current vehicle permit.

6.6 Vehicle Maintenance

Except for minor repairs that are necessary to remove such vehicle(s) from the Airport, and except as expressly provided otherwise in an agreement with the Director of Aviation, private vehicles shall not be cleaned or maintained anywhere on the Airport. Vehicles operated by commercial operators/lessees shall be cleaned or maintained only in areas designated by the Director of Aviation.

6.7 Vehicle Operations

The following shall apply to all vehicle operations on the Airport:

6.7.1 No vehicle shall be operated in a careless, negligent, unsafe, or reckless manner; in disregard of the rights and safety of others; without due caution and care; or at a speed or in a manner which endangers or is likely to endanger persons or property.

6.7.2 No vehicles shall be constructed, equipped, loaded, or maintained (or any having attached thereto any object or equipment which drags, swings, or projects) so as to endanger or be likely to endanger, persons or property.

6.7.3 Vehicles shall not be operated in any hangar unless (1) the vehicle exhaust is protected by screens or baffles to prevent the escape of sparks or the propagation of flame and (2) a vent system exists to prevent exhaust fumes from building up in the hangar.

6.7.4 Vehicle operators shall obey all posted speed limits. Vehicles shall not be operated at a speed greater than is reasonable and prudent under the conditions and having regard for actual and potential hazards, traffic, use of the street or roadway, or so as not to endanger persons or property.

6.7.5 Vehicle operators shall provide proper signals and obey all traffic lights, signs, mechanical or electrical signals, and pavement markings.

6.7.6 Vehicles that are overloaded or carrying more passengers or cargo than the amount that the vehicle is designed to carry are prohibited.

6.7.7 Vehicles used for hauling trash, dirt, or any loose material shall be operated in such a fashion as to prevent the contents of the vehicle from dropping, sifting, leaking, or otherwise escaping.

6.7.8 Except in case of emergency or operational necessity, no vehicle shall leave paved areas.

6.7.9 Airport management may restrict the access of any vehicle or person to any part of the airport, both public and leased including the ramp, to ensure the safety or security of the airport.

7. Facilities Rules and Regulations

The following shall apply to all property and Buildings on the Airport, under a lease, sublease, or otherwise:

7.1 Compressed Gases

7.1.1 Oxygen or any compressed gas in a cylinder or portable tank must be secured to a fixed location or secured to a portable cart designed and approved specifically for the cylinders or tanks being secured.

7.1.2 Compressed gas cylinders or tanks must have approved and fully operational pressure relief devices installed, and shall be maintained in compliance with all applicable rules and regulations.

7.1.3 Cylinders or tanks not in use shall have an approved transportation safety cap installed.

7.2 Fire Prevention

7.2.1 Good fire prevention practices/procedures shall be followed at all times on the Airport and in any Building located on the Airport.

7.2.2 Tenants shall provide proper, adequate, inspected, certified, and readily accessible fire extinguishers (that are approved by fire underwriters) for the particular hazard involved or associated with the activity being conducted. Fire extinguishers shall be maintained in accordance with the current City adopted Fire Code.

7.2.3 Logs showing the date of last inspection shall be attached to each unit or records acceptable by fire underwriters shall be kept showing the status of such equipment.

7.3 Lubricating Oils

Quantities of lubricating oils in hangars shall not exceed amounts necessary for maintenance purposes and operation of equipment. Storage of combustible liquids in hangars in excess of five (5) gallons requires prior approval from the Pueblo Fire Department.

7.4 Storage of Materials and Equipment

No person shall store, stack, box, or bag material (or equipment) in such manner as to create any hazard, obstruct any operation, or cause littering. Storage of materials or equipment is prohibited outside of hangars or other Buildings, without approval of the Director of Aviation.

7.5 Telecommunications

No person shall operate any communications equipment (wired or wireless) on the Airport in a manner that will cause interference to operations of the Airport. Upon any notification from the Airport, the FAA, or the police or fire departments of any interference caused by operator's or lessee's operation, the person notified shall cease such communications operations, transmissions, and uses on the Airport. Such person shall not resume communications operations until the Director of Aviation has provided notice in writing.

8. Aircraft Fuel Storage, Handling and Dispensing

8.1 Permit

Fuels in quantities greater than five (5) gallons shall only be stored and dispensed on the Airport by persons having a permit, lease or other agreement with the City of Pueblo authorizing the fueling operation and approving the fuel storage facilities, refueling vehicles, and related equipment. This includes any third-party, public use, self-serve fueling facilities.

8.2 Best Practices

8.2.1 Operators shall conform to the standards set forth in FAA Advisory Circular 150/5230-4C, "Aircraft Fuel Storage, Handling and Dispensing on Airports," the "Fuel Handling Safety Guidance" issued by the Northwest Mountain Region of the FAA; NFPA 407; and the 2015 International Fire Code as adopted by PMC § 3-2-21, as they may be amended from time to time.

8.2.2 Operators owning and operating fuel tanks, refueling vehicles, and/or portable oil containers shall comply with the requirements of the Oil Pollution Prevention regulations (40 CFR 112) including provision of secondary containment for loading/unloading areas and refueling vehicle parking areas. Each operator shall comply with all provisions of the Airport Stormwater Management Plan. Operators who wish to provide their own Stormwater Management Plan shall submit such plans to the Director of Aviation for review to verify that such plans are in conformance with the existing plans for the Airport.

8.2.3 Operators must provide their own Spill Prevention Contingency and Control Plan and file a copy with the Director of Aviation.

8.3 EQUIPMENT

8.3.1 Refueling vehicles, fueling pumps, meters, hoses, nozzles, funnels, fire extinguishers, and bonding devices used during fueling operations shall be maintained in a safe operating condition and in good working order and repair at all times.

8.3.2 Operators shall have on hand at all times sufficient spill control equipment including containment booms, socks, pillows, pads, etc. to control spills and Releases occurring on their leasehold. Cleanup of non-fuel spills and Releases is the responsibility of the Operator. Operators shall store contaminated spill control equipment in containers in accordance with applicable sections of 40 CFR 262 and 49 CFR 172-173 until proper disposal can be effected. At a minimum:

8.3.2.1 Each refueling vehicle shall have a "first responder" spill kit; and

8.3.2.2 Each fuel storage facility shall maintain a spill kit with an appropriate supply of, but not limited to, spill socks, pillows, pads, wipes, disposable bags with ties, and DOT approved containers. All spill control items shall be rated for hydrocarbon use.

8.3.3 Operators may not install self-service fueling islands or similar facilities without the prior written approval of the Director of Aviation.

8.3.4 Consistent with PMC § 3-1-5(c), all aircraft fueling facilities and vehicles shall be maintained in accordance with Air Transport Association (ATA) Specification 103, "Standards for Jet Fuel Quality Control at Airports," as currently in effect, in addition to the requirements of Section 8.3.1 above.

8.4 FUEL FLOWAGE FEES

8.4.1 A fuel flowage fee is payable to the City, as set forth in the Airport Rates and Charges as amended from time to time, for all aviation fuel (not including mogas) delivered to Operators at the Airport and to all Through-the-Fence permittees. For any Operator whose lease agreement does not expressly specify the applicable fuel flowage fee rate, the default rate established by PMC § 3-1-6(g)(4) controls until amended by City Council. All current and future lease agreements with Operators conducting fueling operations should expressly specify the applicable rate.

8.4.2 Each Operator shall pay the fuel flowage fee for all fuel delivered to its premises, trucks, and/or storage tanks.

8.4.3 Operators shall furnish to the Director of Aviation on or before the tenth (10th) day of the next succeeding month, a written statement setting forth the total number of gallons of fuel delivered to its premises, trucks, and/or storage tanks during the preceding month. The format for reporting must be in a form acceptable to the Director of Aviation. Operators shall pay all fuel flowage fees determined to be owed no later than the tenth (10th) day of the month following submission of the monthly statement, or as otherwise specified in the Operator’s individual lease or permit agreement. Tenants operating approved private fuel storage facilities under PMC § 3-1-6(g) remain subject to the weekly fuel delivery reporting requirement of PMC § 3-1-6(g)(7) in addition to this monthly payment obligation.

8.4.4 Operators shall keep and maintain adequate books and records to establish and verify the accuracy of the fuel volumes reported to the Airport. The City’s authorized representative shall

have the right to examine, inspect, or audit an operator's books and records for the purpose of verifying the accuracy of the fuel volumes reported by an Operator.

8.5 Fuel Storage Facilities

8.5.1 Plans for fuel storage and installation shall be submitted to the Director of Aviation for approval prior to any installation. All facilities, equipment, and installation shall be in conformance with all local, state, and federal requirements.

8.5.2 The maintenance and operation of fuel storage facilities shall meet NFPA 30, NFPA 407, UL 2085, and FAA regulations and advisory circulars, and shall be approved by all agencies that regulate the maintenance and operation of fuel storage facilities. The installation of all tanks or facilities shall meet the requirements of the 2015 International Fire Code as adopted by PMC § 3-2-21.

8.5.3 Operator shall have a written Spill Prevention Control and Countermeasures Plan that meets regulatory measures for their fuel storage facilities. A copy of the Spill Prevention Control and Countermeasures Plan shall be filed with the Director of Aviation.

8.5.4 Restriction on Fuel Sales by Tenants with Private Storage Facilities. Consistent with PMC § 3-1-6(g)(8), any Operator or tenant that has constructed or operates an approved private aviation fuel storage facility on its leased premises shall not sell fuel from that facility to any other tenant at the Airport. Fuel from an approved private storage facility may be sold only at retail to the Operator's own customers. Any violation of this restriction shall constitute grounds for termination of the Operator's lease agreement pursuant to PMC § 3-1-6(g)(11).

8.5.5 100-Octane Low Lead Aviation Gasoline (100LL). Consistent with FAA Grant Assurance 40 (P.L. 118-63, effective April 2025), the Airport shall not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline (100LL) at the Airport. No provision of these Rules or any Airport permit, lease, or operating agreement shall be construed to restrict or prohibit 100LL sales or self-fueling with 100LL. This prohibition remains in effect until the earlier of December 31, 2030, or the date on which the Airport or any retail fuel seller at the Airport makes available an unleaded aviation gasoline that has been authorized by the FAA as a replacement for 100LL for use in piston-engine aircraft and meets an industry consensus standard or other standard facilitating safe use, production, and distribution, as determined by the FAA. Any violation of this provision is subject to civil penalties under 49 U.S.C. § 46301(a)(8).

8.6 Fueling Operations

8.6.1 All fuel handled on the Airport shall be treated with due caution and care with regard to the rights and safety of others so as not to endanger, or be likely to endanger, persons or property.

8.6.2 Persons engaged in the fueling, defueling, and oil servicing of Aircraft or vehicles, the filling of refueling vehicles or dispensing equipment, or the dumping or pumping or loading of aviation fuels or oils into or from fuel or oil storage facilities shall exercise care and extreme caution to prevent overflow of fuel or oils and/or spills.

8.6.2.1 In the event that a spill should occur of any magnitude, associated activities shall cease immediately. The responsible party of such spill shall take appropriate action to properly contain and clean up the spill, and applicable provisions of Section 3.11 of these Rules shall be followed.

8.6.3 A properly trained operator shall be present at all times while fuel delivery vehicles transfer fuel into or out of any fuel storage facility. All fueling shall be performed by qualified operators.

8.6.3.1 The operator shall remain within the immediate vicinity, in close proximity to, and in direct view of all operating controls and equipment; and

8.6.3.2 The operator shall not leave the discharge end of any hose or hoses unattended at any time while the transfer of fuel is in progress; and

8.6.3.3 The operator shall not block open, disengage, bypass, and/or deactivate the deadman control or mechanism at any time while fueling or transferring fuel. Hold-down devices are prohibited.

8.6.4 No fueling activity shall take place unless adequate fire extinguishing equipment and personnel trained in the use of such equipment are present.

8.6.5 Aircraft shall not be refueled or defueled with one or more of its engines operating or while the Aircraft is located inside any structure.

8.6.6 Pouring or gravity transfer of fuel from containers is prohibited. Approved pumps, either hand or power operated, shall be used when Aircraft are fueled from containers greater than five (5) gallons.

8.6.7 Aircraft or vehicles shall not be fueled or defueled if an electrical storm is in progress or within close proximity of the Airport.

8.6.8 When Aircraft are being fueled or defueled, the Refueling Vehicle shall be bonded to the Aircraft to equalize the voltage potential between the Refueling Vehicle and the Aircraft.

8.6.9 All hoses, nozzles, spouts, funnels, and appurtenances used in fueling and defueling operations shall comply with NFPA 407 and shall be equipped with a bonding device to prevent ignition of volatile liquids.

8.7 Location of Fueling Operations Relative to Other Activities, Equipment and Structures

8.7.1 Aircraft fuel handling shall be conducted outdoors and with the Refueling Vehicle and Aircraft being at least fifty (50) feet from any hangar, building, and any combustion and ventilation air-intake to any boiler, heater, or similar facility or as approved by the Pueblo Fire Department.

8.7.2 Unless a secondary containment is being used, Aircraft fuel handling shall take place on an impervious surface and at least fifty (50) feet from any storm water conveyances, drains, catch basins, or ditches.

8.7.3 No person shall operate any radio transmitter or receiver (or switch electrical appliances on or off in an Aircraft) within fifty (50) feet of and for the duration of fueling or defueling activity unless said radio transmitter or receiver is designed for such environment.

8.7.4 During fueling operations, no person shall use any material or equipment that is likely to cause a spark or ignition within fifty (50) feet of such Aircraft or vehicle.

8.7.5 Use of matches, lighters, or any other igniting or incendiary devices is prohibited on the AOA and within fifty (50) feet of any Aircraft, refueling vehicle, fuel storage facility, or any Aircraft being fueled or defueled.

8.8 Off-Premises Fueling

Fueling activities shall be limited to an Operator's leased premises unless the Operator's lease agreement or fueling permit expressly permits off-premises fueling, and Operator's levels of insurance are sufficient to cover the increased liability associated with off-premises fueling. Off-premises fueling is permitted only in designated areas.

8.9 Storage of Refueling Vehicles/Use of Fuel Cans

Refueling Vehicles shall be stored outside and not less than fifty (50) feet from a building or other structure, storm water conveyances, drains, catch basins, or ditches. Refueling Vehicles shall be parked in a manner that provides a minimum of ten (10) feet of separation between vehicles and any other vehicle or Aircraft and a minimum of twenty (20) feet from a storm water inlet. Unless otherwise authorized by the Pueblo Fire Department, no more than ten (10) gallons of fuel may be stored in fuel cans, and all fuel cans shall be spring loaded, self-closing containers.

8.10 Maintenance of Refueling Vehicles

Maintenance and servicing of Refueling Vehicles shall be performed outdoors or in a building that is approved by the Director of Aviation and the Pueblo Fire Department specifically for this purpose. Operators shall document and maintain vehicle maintenance and agency inspection records, which shall be made available to the Director of Aviation upon request.

8.11 Training

All personnel engaged in fueling operations shall be trained in procedures for fueling and defueling, quality control, safety, fire prevention, use of fire extinguishers, responding to fuel and oil spills, handling flammable materials, and actions to be taken in an emergency caused by a fire or fuel spill (including environmental protection). All such personnel shall receive proper training or instruction immediately upon employment and not less than annually thereafter, and records of training and qualifications of each person engaged in fueling operations shall be maintained. Training shall be performed in accordance with 14 CFR Part 139 and the Airport Certification Manual. Training records shall be made available for review and/or inspection by the Director of Aviation, the Pueblo Fire Department, and/or the FAA at any reasonable time.

8.12 Transient Fueling Operations

Transient fueling operations (such as seasonal firefighting operations) shall be subject to the inspection and approval of the Director of Aviation; pay applicable fuel flowage charges; fuel only in designated areas; and operate according to Best Management Practices.

9. Severability

If any section, subsection, sentence, clause, phrase, or portion of these Rules and Regulations is for any reason held invalid, unconstitutional, or unenforceable by any court of competent

jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions.

10. Amendment and Revision

These Rules and Regulations may be amended by the Director of Aviation, with the approval of the City Council by resolution. Any amendments shall be effective upon the date specified by City Council in the approving resolution. The Director of Aviation shall maintain the current version of these Rules and Regulations at the Airport Administrative office and shall make copies available upon request.

11. Supersession

These Rules and Regulations supersede all prior Airport rules and regulations for Pueblo Memorial Airport. Any prior Airport rules, regulations, policies, or directives that are inconsistent with these Rules are hereby superseded to the extent of such inconsistency.

12. Effective Date and Savings

These Rules and Regulations shall become effective on the date specified in the approving Resolution of City Council. All acts properly done, rights vested, and obligations incurred under any prior Airport rules and regulations before the effective date of these Rules are preserved and may be enforced as if these Rules had not been adopted.

RULES AND REGULATIONS
FOR THE MANAGEMENT, OPERATION, CONTROL,
AND USE OF THE
PUEBLO MEMORIAL AIRPORT

Adopted _____ for an effective date of _____.

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1. Definitions

As used in these Rules and Regulations, the following terms have the meanings set forth below. Terms not defined herein shall have the meanings assigned to them in the Pueblo Municipal Code, applicable FAA regulations, or the Airport's Minimum Standards.

ABANDONED shall mean any piece of equipment, aircraft, or vehicle that is non-airworthy, or does not meet State of Colorado requirements for operation, or has no current registration or airworthiness certificate, or has a mechanical defect and is incapable of being driven or flown.

ACCIDENT shall mean a collision, exchange of energy or other contact between any part of an Aircraft, Vehicle, equipment, person, stationary object and/or other thing which results in Property damage, personal injury, or death.

AERONAUTICAL ACTIVITY shall mean any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on airports, include, but are not limited to, the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities. Activities such as model aircraft and model rocket operations are not aeronautical activities.

AGENCY shall mean any federal, state, or local governmental entity, unit, organization, or authority.

AGREEMENT shall mean written contract (e.g., lease agreement, permit, etc.) enforceable by law between the City and another entity transferring rights or interest in land and/or Improvements and/or authorizing the conduct of certain Activities.

AIR CARRIER shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(h).

AIRCRAFT shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(g).

AIRCRAFT FUEL shall mean all flammable liquids composed of a mixture of selected hydrocarbons and non-hydrocarbons, expressly manufactured and blended for effectively and efficiently operating piston or turbine engines used by aircraft.

AIRCRAFT MAINTENANCE shall mean the repair, maintenance, adjustment, or inspection of Aircraft. Major repairs include major alterations to the airframe, powerplant, and propeller as defined in 14 CFR Part 43. Minor repairs include normal, routine annual inspection with attendant maintenance, repair, calibration, or adjustment of aircraft airframe or powerplant and associated accessories. Preventive maintenance means simple or minor preservation operations and the replacement of small standard parts not involving complex assembly operations, as defined by 14 CFR Part 43. Aircraft Maintenance may also be provided as defined in 14 CFR Part 145.

AIRPORT shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(a).

AIRPORT CERTIFICATION MANUAL (ACM) shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(n).

AIRPORT FUEL FARM shall mean the area designated by the Director of Aviation for Airport fueling facilities consisting of above ground sump tanks, above ground fuel storage tanks, piping, associated fueling apparatus, and above ground waste fuel/oil storage. Unless otherwise specifically expressed, a Lessee does not have rights to utilize the Airport Fuel Farm. Placement of fuel storage tanks is restricted to areas designated for fuel storage.

AIRPORT MANAGER shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(d).

AIRPORT SECURITY PROGRAM (ASP) shall mean the sensitive security information (SSI) provided in the Airport Security Program required by 49 CFR Part 1542 and approved by the TSA, that describes the security requirements that must be implemented at the Airport. The current ASP is on file in the Airport Administration office, and is considered SSI.

AIRPORT TERMINAL BUILDING (TERMINAL) shall mean the Airline Passenger Terminal Building located at 31201 Bryan Circle, Pueblo, Colorado 81001, and its related concourses located at the Airport, including the parking lots adjacent to the Terminal.

AIRPORT TRAFFIC CONTROL TOWER (ATCT) shall mean FAA control tower facility, including personnel. ATCT personnel are responsible for controlling all aircraft, vehicle, and pedestrian traffic on runways, taxiways, movement areas and air traffic in the local airspace around the Pueblo Memorial Airport.

AOA (AIR OPERATIONS AREA) shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(c).

APRON AREA shall mean the areas at the Airport within the AOA designated by the Director of Aviation for parking, loading, unloading, fueling, or servicing of Aircraft.

BASED AIRCRAFT shall mean an aircraft that is operational and airworthy, and which is based at the Airport for a majority of the year. To be considered a Based Aircraft, the aircraft must be: (1) an aircraft that has an agreement with Pueblo Memorial Airport or an FBO for storage or parking at PUB; (2) an aircraft that spends a majority of the year at Pueblo Memorial Airport; (3) an aircraft that is not Abandoned; and (4) an aircraft that has a valid/current FAA airworthiness certificate.

BEST MANAGEMENT PRACTICE (BMP) shall mean schedules of activities, prohibitions of practices, maintenance procedures, safety plans, and other management practices to prevent or reduce the pollution of waters of the United States.

BUSINESS HOURS shall mean Monday through Friday 8:00 am to 5:00 pm excluding holidays recognized by the City of Pueblo.

CITY shall mean the City of Pueblo, a Colorado Municipal Corporation, or any duly authorized successor thereto.

COMMERCIAL AERONAUTICAL ACTIVITY shall mean any Aeronautical Activity conducted at or out of the Airport by any Entity involving: (1) the exchange, trading, buying, hiring, providing, or selling of commodities, goods, services, or property on the Airport; (2) engaging in an activity on the Airport for the purpose of securing revenue, earnings, income, barter, and/or compensation, whether or not such revenue, earnings, income, barter, and/or compensation are ultimately exchanged, obtained, or transferred; or (3) the offering or exchange of any product, service, or facility on the Airport as a part of other revenue, earnings, income, and/or

compensation producing activity on or off the Airport. An activity conducted by a nonprofit, charitable, or tax-exempt entity is not exempt from this definition solely by reason of that status if the activity otherwise meets the criteria above; however, such entities are exempt from FBO and SASO minimum standards to the extent consistent with Grant Assurance 22 and the Airport Minimum Standards.

COMMERCIAL AERONAUTICAL OPERATOR ~~**(OPERATOR)**~~ shall mean an Entity engaging in a Commercial Aeronautical Activity for compensation or hire.

COMMERCIAL SELF-SERVICE FUELING shall mean a fueling concept that enables a pilot to fuel an aircraft from a commercial fuel pump installed for that purpose by an FBO ~~or the City~~, the City, or a Commercial Aeronautical Operator authorized by the Director of Aviation pursuant to a Lease or Permit. The fueling facility may or may not be attended.

DEPARTMENT OF AVIATION shall mean the City of Pueblo Department of Aviation, the operator of the Airport, or any duly authorized successor thereto.

DIRECTOR OF AVIATION (AIRPORT DIRECTOR) shall mean the Director of Pueblo Memorial Airport, City of Pueblo Director of Aviation as appointed by the City of Pueblo, any duly authorized successor City department thereto, or the Director's designee. As used in these Rules, "Director of Aviation" is synonymous with "Airport Manager" as that term is used in Pueblo Municipal Code Chapter 3-1.

ENTITY (ENTITIES) shall mean a person, persons, firm, partnership, limited liability partnership or corporation; agency; unincorporated proprietorship; association or group, or corporation.

ENVIRONMENTAL LAWS shall mean any federal, State, or local laws, statutes, ordinances, codes, judgments, orders, rules, or regulations pertaining to the environment and/or human health, Hazardous Materials, Pollutants, occupational safety and health, industrial hygiene, or the environmental conditions on, at, under or about the Airport, including laws relating to emissions, discharges, releases of Hazardous Materials into the environment and the manufacture, processing, distribution, use, generation, treatment, storage, disposal, transport, or handling of Hazardous Materials.

EQUIPMENT shall mean all machinery, together with the necessary supplies, tools, and apparatus necessary to properly conduct the activity or services being performed.

FAA shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(f).

FIXED BASE OPERATOR (FBO) shall mean a commercial business granted by the airport sponsor that maintains and operates facilities at the Airport for the purpose of providing multiple commercial aeronautical services, including the retail sale of aviation fuels, aircraft line services, and aircraft airframe and engine repair and maintenance.

FLIGHT TRAINING shall mean any person or entity engaged in instructing pilots and students in dual or solo operation of fixed or rotary wing Aircraft and providing related ground school instruction. ~~All flight training Operators are required to have a Flight School License Agreement issued by Pueblo Memorial Airport.~~

FLYING CLUB shall mean any organization or group that is a nonprofit entity organized for the express purpose of providing its members with an Aircraft or several Aircraft for their personal use and enjoyment. Aircraft must be vested in the name of the Flying Club owners on a pro-rata

basis, and the club may not derive greater revenue from the use of the Aircraft than the cost to operate, maintain, and replace the Aircraft. Consistent with PMC § 3-1-2(d), every Flying Club shall file with the Director of Aviation, and keep current, a complete list of club membership. If the Director of Aviation has reason to believe a club is being operated so as to fall within the definition of a Commercial Aeronautical Activity, the Director shall notify the club in writing. If the club fails to remedy the condition within thirty (30) days of such notice, the Director of Aviation shall reclassify the club's aircraft as a commercial operation, and the club shall thereafter be subject to all requirements applicable to Commercial Aeronautical Operators.

FUEL shall mean any substance (solid, liquid, or gaseous) used to operate any engine in aircraft or vehicles.

FUEL FLOWAGE FEE shall mean a fee due and payable to the City for fuel that is brought on, delivered to, or dispensed on the Airport or within the Airport boundaries. This fee is applicable to all FBOs and self-fuelers.

FUEL HANDLING (FUELING) shall mean the transportation, sale, delivery, dispensing, or draining of Fuel or Fuel waste products to or from Aircraft.

FUEL STORAGE AREA shall mean any portion of the Airport designated temporarily or permanently by the Director of Aviation as an area in which Aircraft Fuel or any other type of Fuel may be stored or loaded.

FUEL STORAGE FACILITIES shall mean facilities where Aviation Fuel, including low-lead aviation gas and jet fuel, diesel, or other hazardous materials are stored. These facilities must be in areas designated, inspected, and approved by the Airport, County, and State, as appropriate, and meet minimum standards that specifically address the safe storage, handling, and dispensing of fuels or hazardous materials on the Airport, including those promulgated by the National Fire Protection Association (NFPA).

GENERAL AVIATION shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(j).

GRANT ASSURANCES shall mean the Airport Sponsor Assurances accepted by the City as a condition of receiving federal airport development grants, as amended from time to time, including the assurances prescribed by the FAA Reauthorization Act of 2024 (P.L. 118-63).

HAZARDOUS MATERIALS shall mean any pollutant, contaminant, chemical, compound, substance, hazardous or toxic substance, material, waste, and/or any other matter regulated by any governmental entity, including the City, the State of Colorado, and the United States Government. The term includes, without limitation, any material or substance which is: (i) defined as a "hazardous waste," "extremely hazardous waste," or "hazardous substance" under any Environmental Law; (ii) petroleum or a petroleum product or fraction thereof; (iii) asbestos-containing materials; (iv) flammable or explosive substances; (v) mold containing materials or polychlorinated biphenyl compounds; and/or (vi) substances designated by any governmental entity to cause cancer and/or reproductive toxicity.

IMPROVEMENTS shall mean any item or improvements (excluding trade fixtures owned by Lessee) which is affixed to the Leased Premises or affixed to any improvement thereto and which cannot be removed without damage or injury to the Leased Premises or any other improvements.

ITINERANT AIRCRAFT (TRANSIENT AIRCRAFT) shall mean any aircraft that is not a Based Aircraft. Itinerant aircraft are based elsewhere and may park or hangar at the Airport for less than the majority of the time in any given year.

LEASE shall mean a written contract between the City of Pueblo and an Entity specifying the terms and conditions under which an Entity may occupy and operate from Airport facilities and/or property.

LEASED PREMISES shall mean the land and/or improvements subject to a Lease between the Lessee and the City.

LESSEE shall mean an entity that has entered into an agreement with the City of Pueblo to occupy, use, and/or develop land and/or improvements and engage in approved activities.

LESSOR shall mean the City of Pueblo, Department of Aviation, or any duly authorized successor thereto.

LICENSE shall mean an Agreement that grants or otherwise authorizes the use of Airport land or building space by an FBO or SASO operating its facilities as a sublessee.

MINIMUM STANDARDS shall mean the qualifications or criteria which may be established by the Airport owner as the minimum requirements that must be met by a~~n~~ Commercial Aeronautical Operator engaged in on-airport aeronautical activities in exchange for the right to conduct those activities. These standards may be amended and revised by the City at any time.

MOBILE SERVICE PROVIDER (MSP) shall mean a Person or entity who provides Aeronautical Services on Airport property but does not operate out of owned or leased property on the Airport.

MOVEMENT AREA shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(v).

OPERATOR ~~shall mean an Entity that has entered into a Lease, License, or Permit with the City to occupy, use, and/or develop land and/or Improvements in order to engage in Commercial Aeronautical Activities at the Airport.~~ shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(x).

PERMIT shall mean Commercial Aeronautical Service Provider Permit as described in Section 12 of the Minimum Standards, authorizing limited Commercial Aeronautical Activities without a leasehold interest.

POLLUTANT shall mean any chemical, compound, substance, or combination thereof regulated under the Federal Clean Water Act, including petroleum and related hydrocarbons, metals and nonmetals with characteristics causing adverse effects on living organisms, artificial materials, household waste, and any other constituent or material in quantities that will interfere with or adversely affect the beneficial use of receiving waters, flora, or fauna of the State.

PERSON shall mean any individual, firm, partnership, corporation, limited liability company, association, joint venture, governmental entity, trust, estate, or any other legal entity, however organized.

PROPERTY shall mean anything of material value that is real, personal, tangible, or intangible.

ROADWAY shall mean any street or road, whether improved or unimproved, within the boundaries of the Airport and designated for use by ground vehicles.

REFUELING VEHICLE shall mean any vehicle, including fuel trucks and fuel tankers, used for the transportation, delivery, and dispensing of Aircraft Fuel on the Airport.

RULES AND REGULATIONS shall mean the Airport Rules and Regulations, as may be adopted and amended from time to time, or any successor ordinance, rule, or regulation adopted by the City of Pueblo Department of Aviation governing use of the Airport.

SAFETY AREA shall mean a defined area comprised of either a runway or taxiway and the surrounding surfaces that is prepared or suitable for reducing the risk of damage to aircraft in the event of an undershoot, overshoot, or excursion from a runway or the unintentional departure from a taxiway.

SECURITY IDENTIFICATION DISPLAY AREA (SIDA) shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(cc).

SELF-FUELING AND SELF-SERVICING shall mean the fueling or servicing of an aircraft (including the right to tie down, adjust, repair, refuel, clean, and otherwise service an aircraft) by the owner of the aircraft with the owner's employees and using the owner's own equipment. Self-Fueling and Owner Maintenance may not be contracted out to another party, nor may fuel or other related products or services be sold or traded by the owner to another entity. Self-fueling entails using fuel obtained by the Aircraft Owner from the source of his/her preference and transported to the Airport. Self-fueling differs from using a self-service fuel pump made available by the Airport or an FBO; the use of a self-service Aviation Fuel pump made available by the Airport or an FBO is a commercial activity and is not considered self-fueling as defined herein.

SMOKING shall mean inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, controlled substance, or other combustible substance.

SPECIALIZED AVIATION SERVICE OPERATOR (SASO) shall mean an aeronautical business that offers a single or limited combination of services, not including Aircraft fueling. Examples of a SASO include, but are not limited to, aircraft maintenance, flight training, Aircraft Rental, Aircraft Sales, Air Ambulance, Avionics Sales and Maintenance, and specialized flying services.

SPILL PREVENTION, CONTROL, AND COUNTERMEASURES (SPCC) shall mean a document that identifies the plans, procedures, equipment, and personnel in place to reduce the likelihood of or the impact of a petroleum or hazardous spill.

STERILE AREA shall mean the portion of an airport defined in the airport security program that provides passengers access to boarding aircraft and to which that access generally is controlled by TSA through the screening of persons and property.

SUBLEASE OR SUBCONTRACT shall mean an agreement entered into by an Entity with a third party that assigns, transfers, or conveys limited rights or interests to provide services as an Entity on the Airport. Sublease and subcontract agreements must be submitted for review and prior approval by the Department of Aviation.

TAXILANE shall mean a specialized Taxiway leading to parking or hangar areas.

TAXIWAY shall mean a defined path established for the taxiing of Aircraft from one part of the Airport to another.

TENANT shall mean an entity that pays to use another person's property.

TERMINAL BUILDING shall mean the commercial passenger terminal located at 31201 Bryan Circle, Pueblo, Colorado, or any building officially designated as such hereafter, for the purpose of flight ticket purchase, passenger enplanement and deplanement, including Sterile Areas and adjoining Ramps, roadways, public lobby waiting, baggage check-in and pick-up, and those other services related to public passenger air travel.

THROUGH-THE-FENCE OPERATIONS/OPERATOR shall mean commercial activities permitted by the City through an agreement allowing access to the public landing area to a licensed and insured independent entity or operator offering an aeronautical activity or to owners of aircraft based on land adjacent to the Airport but who do not commercially operate out of owned or leased property on the Airport's premises. The obligation to make an airport available for the use and benefit of the public does not impose any requirement for the airport sponsor to permit ground access by aircraft from adjacent property.

TRANSIENT AIRCRAFT PARKING shall mean parking designated within the AOA for the temporary use by Itinerant Aircraft.

TRANSIENT RAMP shall mean non-exclusive aircraft parking areas provided by the Airport through City, federal, state, or other public funding for the operation and parking of aircraft using the Airport. The Director of Aviation may designate areas of the Transient Ramp for preferential use consistent with a~~n~~ Commercial Aeronautical Operator's aeronautical use of the Airport.

TSA shall mean Transportation Security Administration of the United States Department of Homeland Security, or any department or agency succeeding to its jurisdiction or function.

UNMANNED AERIAL SYSTEM (UAS) shall mean an aircraft that is operated by a person via a ground control system, or autonomously through use of an on-board computer, communication links, and any additional equipment that is necessary for the aircraft to operate, commonly known as a drone.

VEHICLE shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(k).

VIOLATION OF RULES shall mean the actions of any person who does not comply with any of the provisions of these Rules and Regulations, or any lawful order issued pursuant thereto. Violators will be subject to progressive penalties for repeat violations as provided by PMC § 3-1-8 and any applicable schedule of penalties adopted by the Director of Aviation.

2. Introduction

2.1 PURPOSE

These Rules and Regulations, and any amendments thereto (the "Rules"), are adopted under authority of C.R.S. §§ 41-4-201 and 41-4-204 and Pueblo Municipal Code Section 3-1-2(b), pursuant to which the Director of Aviation is authorized to promulgate rules and regulations governing the use and operation of the Airport.

They are designed to protect the public health, safety, interest, and general welfare at the Pueblo Memorial Airport (the "Airport") and to restrict or prevent any activity which would interfere with the safe, orderly, and efficient use of the Airport by passengers, operators, tenants, and other users.

These Rules shall not excuse any entity from performing any obligation it may have under any Lease, License, or Permit with the City or the Airport, whether in existence on the date of the adoption of these Rules or entered into at any time thereafter.

2.2 Applicability, Compliance and Conditional Use of the Airport

Any permission granted directly or indirectly, expressly or by implication, to any entity or individual to enter upon or use the Airport (including Aircraft operators; vehicle operators; Aircraft crewmembers and passengers; the general public; spectators and sightseers; occupants of private and commercial vehicles; officers, employees, customers, vendors, and suppliers of operators and lessees; entities doing business with the Airport, their contractors, subcontractors, and licensees; and all other entities) is conditioned upon assumption of responsibility to fully and completely comply with these Rules, as well as applicable provisions of the Airport Minimum Standards, Airport Certification Manual (ACM), Airport Security Plan (ASP), Airport Emergency Plan (AEP), and all applicable regulatory measures that may be promulgated by any governing body or agency having jurisdiction at the Airport.

2.3 Enforcement

2.3.1 The Director of Aviation may remove or evict from the Airport any person who violates any Rule prescribed herein, or any applicable statute, rule, or regulation of the federal government or the State of Colorado, or Ordinance of the City of Pueblo, and may deny use of the Airport and its facilities to any such person if it is determined by the Director of Aviation that such denial is in the public interest.

2.3.2 Pursuant to Section 3-1-2(b), P.M.C., all users of and persons on the Airport are subject to these Rules. Section 3-1-8 of the Pueblo Municipal Code provides penalties for violation of these Rules, including that any person violating any provision of PMC Chapter 3-1, or any rule or regulation adopted pursuant thereto, shall be guilty of a municipal offense.

2.4 Variance or Waiver

The Director of Aviation may vary from the provisions of these Rules at any time when circumstances may require in the interests of public safety. Any variance shall not constitute a waiver or modification of any of the provisions herein for any purpose except as to the particular operator/user and the particular provision which is the subject of the variance and only for so long as the circumstances warranting the variance exist. Any such variance shall be reasonable, not unjustly discriminatory, and consistent with prior decisions involving similar circumstances.

2.5 Administrative Review and Court Proceedings

2.5.1 Any applicant for or holder of a Permit or License who is adversely affected by any determination made by the City, or on behalf of the City by the Director of Aviation, to deny, suspend, terminate, or revoke its License or Permit to operate or conduct any Commercial activity on the Airport, may petition the Mayor of the City of Pueblo for a hearing concerning such determination no later than thirty (30) days after having been notified of the determination. Compliance with the provisions of this section shall be a jurisdictional prerequisite to any civil action brought by such person under the provisions of this section, and failure of compliance shall

forever bar any such action. A person to whom the Director of Aviation has denied use of the Airport under Section 2.3.1 shall have the same right to petition the Mayor under this Section.

2.5.2 The Mayor may hold a hearing on the petition or, in the Mayor's sole discretion, may designate an officer or employee of the City as a hearing officer with authority to hold such hearing or hearings.

2.5.3 Any such petition shall be in writing, filed with the Office of the Mayor, and the facts alleged shall be submitted under oath or affirmation. Unless the determination was made on the basis of public safety, the effectiveness of the determination shall be stayed pending a final determination under paragraph 2.5.5 below.

2.5.4 Additional facts may be submitted under oath or affirmation at a hearing scheduled by the Mayor or the designated hearing officer. Notice of the proceedings shall be in accordance with rules and regulations issued by the Mayor. The petitioner shall bear the burden of proof, and the standard of proof shall conform with that in civil, non-jury cases in state district court. Hearings shall be conducted pursuant to procedures adopted by the City.

2.5.5 After hearing, or consideration of such additional submittals as the Mayor or hearing officer may permit or require, the Mayor or the hearing officer shall make a final determination. Such final determination shall be considered a final order of the City and may be reviewed under Rule 106(a)(4) of the Colorado Rules of Civil Procedure by appeal of the petitioner or the City. A request for reconsideration of the determination may be made, by the petitioner or the Director of Aviation, if filed with the Mayor's office within fifteen (15) days of the date of determination, in which case the Mayor shall review the record if the proceedings were conducted by a designated hearing officer, and the determination shall be considered a final order of the City upon the date the Mayor rules on the request for reconsideration.

2.5.6 The District Court of the Tenth (10th) Judicial District of the State of Colorado shall have original jurisdiction in proceedings to review all questions of law and fact determined by the Mayor or the designated hearing officer, under Rule 106(a)(4) of the Colorado Rules of Civil Procedure.

3. General Rules and Regulations

3.1 Abandoned, Derelict or Lost Property

Property including, without limitation, Aircraft, vehicles, equipment, machinery, baggage, or personal property shall not be abandoned on the Airport. Abandoned, derelict, or lost property found in public areas at the Airport shall be reported to the Director of Aviation. Property unclaimed by its proper owner or items for which ownership cannot be established will be handled in accordance with applicable law. Nothing in this section shall be construed to deny the right of Commercial Aeronautical Operators and other lessees to maintain "lost and found" service for property of their customers and/or employees.

3.2 Accidents or Incidents

In addition to other appropriate notifications and actions, accidents resulting in damage to property, injury requiring medical treatment, or interference with normal Airport operations shall be reported to the Director of Aviation.

3.3 ANIMALS

Domestic pets and animals, except service animals required for assistance or law enforcement dogs, are not permitted on the AOA of the Airport or in the Airport passenger terminal building, unless being transferred or shipped, and then only if controlled and restrained by a leash, harness, restraining strap, portable kennel, or other appropriate shipping container. Leashes, harnesses, and straps shall not exceed six (6) feet. It shall be the responsibility of the owner or handler to exercise control over the animal at all times. Owners or handlers are responsible for the immediate removal and disposal of animal waste. No Person, except those authorized by the Director of Aviation, shall intentionally hunt, pursue, trap, catch, injure, or kill any bird or animal on the Airport. Feeding or otherwise encouraging the congregation of birds or animals on the Airport is prohibited.

3.4 COMMERCIAL ACTIVITIES

Commercial activity of any kind on the Airport requires the express written permission of the City through a specifically authorized Lease, sublease, License, permit, or written temporary permission, and the payment of any required fees. Unless otherwise provided in such document, any permission may not be assigned or transferred and shall be limited solely to the approved activity. Conducting commercial operations without such written authorization constitutes a municipal offense under PMC § 3-1-2(c), in addition to any remedy available under these Rules.

3.5 EXCLUSIVE RIGHTS

Consistent with FAA Grant Assurance 23 and C.R.S. § 41-4-201, no exclusive right to conduct any aeronautical activity at the Airport shall be granted to any person providing, or intending to provide, aeronautical services to the public. The provision of aeronautical services by a single fixed-base operator shall not be construed as an exclusive right if (a) it would be unreasonably costly, burdensome, or impractical for more than one fixed-base operator to provide such services, and (b) allowing more than one fixed-base operator would require the reduction of space leased pursuant to an existing agreement between such operator and the Airport. The City may reserve exclusive rights unto itself as permitted by law.

3.6 MINIMUM STANDARDS FOR COMMERCIAL OPERATORS

All Entities engaging in Commercial Aeronautical Activities at the Airport shall meet the qualifications and requirements established in the Airport's Minimum Standards, as adopted and amended from time to time by the Director of Aviation. The Minimum Standards are a separate document maintained at the Airport Administrative office and available for inspection upon request. Compliance with these Rules does not excuse a~~n~~ Commercial Aeronautical Operator from compliance with the Minimum Standards, nor does compliance with the Minimum Standards excuse a~~n~~ Commercial Aeronautical Operator from compliance with these Rules.

3.7 COMPLIANCE WITH REGULATORY MEASURES

All Persons occupying or using, engaging in an Aeronautical Activity on, or developing Airport land or Improvements shall comply, at the person's or entity's sole expense, with all applicable Regulatory Measures including, without limitation, these Rules, and those of the federal, state, and local government and any other agency having jurisdiction over the Airport.

3.8 Fire/Open Flames

Open flames of any kind are prohibited except (a) as provided in a burn permit; (b) for open flames utilized by operators/lessees in the performance of approved Aircraft Maintenance; (c) as necessary for Pueblo Fire Department training. Burn permits may be issued in the discretion of the City of Pueblo Fire Department and only in compliance with applicable building and/or fire codes. The use of open flame space heaters that utilize kerosene or gas is prohibited on Airport property. Smoking and the use of any open-flame device is prohibited on any apron, or within fifty (50) feet of any Aircraft, fuel truck, fueling facility, or other flammable storage facility. Any fires (regardless of the size of the fire or whether or not the fire has been extinguished) shall be reported immediately to 911. No welding/cutting activities shall be conducted on the Airport without an approved fire extinguisher and a person trained in its proper usage present for the duration of any welding/cutting activities. Welding or cutting activities are subject to provisions in the Lease Agreement.

3.9 General Conduct

No Person shall use or otherwise conduct himself or herself upon any portion of the Airport in any manner contrary to any posted or otherwise visually indicated directions applicable to that area. No person shall use, keep, or permit to be used or kept, any foul or noxious gas or substance at the Airport, or permit the Airport to be occupied or used in a manner offensive or objectionable to other users for any reason. Spitting on, marking, or defacing the floors, walls, or other surfaces of the Airport is prohibited.

3.10 Hazardous Materials

No person shall cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released, on, under, or about any premises, or transported to and from the Airport, by itself, its agents, employees, contractors, invitees, sublessees, or any third party in violation of any Environmental Law, provided that, in no circumstances shall any person or entity cause or permit any Extremely Hazardous Substance or toxic chemical to be used, generated, manufactured, produced, stored, brought upon, or released, on, under, or about the Airport, or transported to and from any premises. All persons or entities shall promptly notify the Director of Aviation of any action or condition that is contrary to any prohibition in the previous sentence. Approved Hazardous Material must be stored in suitable containers that are properly secured. Safety Data Sheets for all hazardous materials shall be maintained on site so as to be readily available to emergency responders and for review by the Pueblo Fire Department. No fuels, oils, dopes, paints, solvents, acids, or any other Hazardous Material shall be released in storm water conveyances, drains, catch basins, ditches, the Air Operations Area, or elsewhere on the Airport. Tenants and operators who generate and dispose of "Special Waste" shall comply with the requirements of 40 CFR Sections 266 & 273. Used engine oil shall be disposed of only at approved waste oil stations or disposal points. Secondary containment is required for the

storage of gasoline, oils, solvents, or other hazardous waste in drums or receptacles. Aviation fuels or automotive gasoline in quantities greater than five (5) gallons shall not be stored at the Airport without the prior written permission of the Director of Aviation. Any fuels must be stored in accordance with any applicable codes, regulations, and requirements for the storage of volatile fuels.

3.11 Hazardous Material Spills

Any person who experiences overflowing or spilling of oil, grease, fuel, alcohol, glycol, or any other Hazardous Material anywhere on the Airport shall immediately call 911. Persons involved in Hazardous Material incidents shall take action to prevent/minimize danger to personnel, property, and the environment while awaiting arrival of the Pueblo Fire Department personnel. At the discretion of the Pueblo Fire Department, the entity responsible for the spill may be required to clean and properly dispose of the material/substance, which shall be performed in compliance with all applicable federal, state, and local regulations and guidelines. Any costs incurred by the Airport in such instances shall be reimbursable to the City by the Person responsible for the spill.

3.11.1 Written Spill Report Required. In addition to the immediate 911 notification required by Section 3.11, the responsible party shall provide a written fuel or chemical spill report to the Director of Aviation within twenty-four (24) hours of any spill or release of any Hazardous Material at the Airport. The written report shall include, at a minimum: (a) date and time of the spill; (b) location of the spill; (c) identity of the responsible party; (d) identification of the vehicle or aircraft involved, if any; (e) estimated amount of material spilled; (f) type of material spilled; (g) cause of the spill; and (h) method of cleanup employed. This written reporting requirement is in addition to, and does not substitute for, any reporting obligation under applicable federal or state environmental law.

3.12 Licenses, Permits, Certifications and Ratings

Commercial Aeronautical Operators shall obtain and comply with all necessary licenses, permits, certifications, or ratings required for the conduct of operator's activities at the Airport as required by the Director of Aviation or any other duly authorized agency prior to engaging in any activity at the Airport. Upon request, operators shall provide copies of such licenses, permits, certifications, or ratings to the Airport within 5 business days. Commercial Aeronautical Operators shall keep in effect and post in a prominent place all necessary or required licenses, permits, certifications, or ratings.

3.13 Painting

Doping processes, painting, or paint stripping shall be performed only in those facilities approved for such activities by the Director of Aviation and in compliance with air quality regulations, the current City adopted International Fire Code, and the City's Storm Water Management Plan (SWMP), or any successor thereto.

3.14 Preservation of Property

No Person shall destroy or cause to be destroyed, injure, damage, deface, or disturb, in any way, property of any nature located on the Airport. Any Person causing or responsible for such injury, destruction, damage, or disturbance to Airport-owned property shall report such damage to the Director of Aviation and shall reimburse the City the full amount of repair and replacement of property. No Person shall take or use any Aircraft, Aircraft parts, instruments, or tools owned, controlled, or operated by any person while on the Airport or within its hangars, except with the consent of the owner or operator thereof. No person shall prevent the lawful use and enjoyment of the Airport by others. Any activity which results in littering, environmental pollution, or vandalism on the Airport is not permitted and violators are subject to arrest.

3.15 SIGNAGE/ADVERTISEMENTS

Written advertisements, signs, notices, circulars, and/or handbills may be posted or distributed only with the prior written permission of the Director of Aviation. The Director of Aviation has the right to remove any such sign, placard, picture, advertisement, name, or notice. No signage may be installed on the Airport without the prior written approval of the Director of Aviation.

3.16 SOLICITATION, PICKETING, AND/OR DEMONSTRATIONS

The Director of Aviation is authorized, upon the basis of passenger flow or where necessitated by the peculiar character of the Airport, to adopt policies pertaining to the exercise of First Amendment rights on the Airport, including by way of example but not limitation, solicitation of contributions for charitable or religious purposes, dissemination of printed material, or demonstrations. Such policies shall establish reasonable, content-neutral time, place, and manner guidelines for the exercise of such First Amendment rights, shall be narrowly tailored to serve a significant governmental interest, and shall leave open ample alternative channels for communication. It shall be unlawful for any person to engage in such activities on the Airport except in accordance with such policies adopted by the Director of Aviation.

3.17 SOUND AMPLIFYING DEVICES

Sound amplifying devices such as megaphones, public address systems, or any other device designed to amplify and broadcast the human voice over a distance, are prohibited on the Airport unless written approval from the Director of Aviation is given prior to their installation and use.

3.18 SPECIAL EVENTS

Special events on the Airport require written coordination, regulation, and authorization of the Director of Aviation prior to the public disclosure or advertisement of the event. Certain events may require an executed lease, operating agreement, TSA authorized change of condition or permit with the Director of Aviation.

3.19 THROUGH-THE-FENCE ACTIVITIES

All "Through-the-Fence" activities may be conducted only in accordance with a written Permit with the City. No such "Through the Fence" activity shall be authorized except in strict accordance with the Airport’s Minimum Standards.

3.20 TRASH AND OTHER WASTE CONTAINERS

The Director of Aviation shall designate areas to be used for garbage receptacles and no other areas shall be utilized. Tenants, Commercial Aeronautical Operators, and other users of the Airport shall not move or otherwise re-locate Airport-placed trash and waste containers. Garbage, empty boxes, crates, rubbish, trash, papers, refuse, or litter of any kind shall not be placed, discharged, or deposited on the Airport, except in the receptacles provided specifically for that purpose. The burning of garbage or litter on the Airport is prohibited. Trash and other waste containers at the Airport shall only be used for trash generated on Airport property. Tenants and Commercial Aeronautical Operators shall ensure that their trash and waste containers are emptied with sufficient frequency to prevent overflowing, shall be cleaned with sufficient frequency to prevent the development of offensive odors, and are equipped with securely fastened lids which shall be closed and fastened at all times other than while the receptacles are being loaded or unloaded.

3.21 Use of Roadways and Walkways

No Person shall travel on the Airport other than on the roadways, walkways, or other areas provided for the particular class of traffic or occupy roadways or walkways in such a manner as to hinder or obstruct their proper use.

3.22 Buildings and Remodeling

It shall be unlawful for any person, other than the City, to construct, reconstruct, or remodel any Building or other Improvement on the Airport without first obtaining an applicable permit.

3.23 Overnight Camping or Lodging

Overnight camping or lodging on the Airport is prohibited. Except for the Airport fire station, use of any facility on, or area of, the Airport for sleeping or other purposes in lieu of a hotel, motel, residence, or other public accommodation is prohibited.

3.24 Wildlife Hazard Management

No person shall maintain or permit conditions on the Airport that attract or sustain hazardous wildlife within the AOA or its vicinity, consistent with FAA Advisory Circular 150/5200-33B, "Hazardous Wildlife Attractants On or Near Airports." Prohibited conditions include, but are not limited to, uncovered waste receptacles, standing water not associated with approved storm water facilities, and landscaping or vegetation that provides food or harborage for species identified in the Airport's Wildlife Hazard Assessment or Wildlife Hazard Management Plan, if applicable. Tenants and Commercial Aeronautical Operators shall cooperate with the Director of Aviation in implementing wildlife hazard mitigation measures. The Director of Aviation may require the modification or removal of any condition determined to constitute a wildlife attractant.

3.25 Stormwater Compliance

Pursuant to PMC § 3-1-2(I)(1), all users of and persons on the Airport are subject to the Storm Water Management Plan (SWMP), the Spill Prevention Control and Countermeasure Plan (SPCC), and all other environmental regulations now in effect or hereafter adopted for the Airport. Tenants and Commercial Aeronautical Operators whose activities have the potential to contribute pollutants to storm water runoff shall develop and maintain a Stormwater Pollution Prevention

Plan (SWPPP) for their leased premises and shall submit such plan to the Director of Aviation for review. No person shall cause or permit any non-storm water discharge to the Airport storm water drainage system except as authorized by applicable permit. Copies of the Airport SWMP and SPCC Plan are on file with the Director of Aviation and available for inspection upon request.

3.26 NONDISCRIMINATION

The Airport shall be available for public use on fair and reasonable terms and without unjust discrimination. Consistent with FAA Grant Assurance 30, Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), 49 U.S.C. § 47123, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990, no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of the Airport or any of its facilities, services, or programs.

4. Security and Safety

All persons using the Airport are subject to the Airport Security Plan, as may be amended from time to time. Persons in violation of TSA, FAA, and/or Airport Security Rules, including those set forth herein and elsewhere, may be denied access to the Airport, may have access or driving privileges and/or Airport identification badge revoked, and/or may be fined or otherwise penalized in accordance with applicable Regulatory Measures. Commercial Aeronautical Operators who are required to provide controlled access to their facilities for security reasons are responsible for ensuring that all personnel are trained on the appropriate procedures for authorizing non-employees onto their respective facilities.

4.1 RESTRICTED OR SECURE AREAS

Restricted or Secure areas on the Airport are those areas that are identified in the Airport Security Plan as areas (Secure, Sterile, and SIDA) where no person is allowed access unless issued an Airport badge or a badge that is recognized in the Airport Security Plan, such as law enforcement, FAA, or TSA badges.

4.1.1 No person shall enter any Restricted or Secure area except those persons directly engaging in work or an aviation activity that must be accomplished therein; and

4.1.1.1 Having prior authorization of the Director of Aviation or under appropriate supervision or escort; or

4.1.1.2 Employed by or representing the FAA, TSA, DHS, or recognized in the Airport Security Plan as being authorized to access certain secured areas of the Airport.

4.1.2 No person shall cause any object to be located within eight (8) feet of the Airport perimeter fence, which may assist an unauthorized individual in accessing a Secured area. No person shall cut or in any manner create an unauthorized opening in the Airport perimeter fence.

4.1.3 Any gate or fence condition that would allow unauthorized access to restricted or secure areas of the Airport must be reported immediately to the Director of Aviation. Any attempts by any

persons to gain unauthorized access to any such area, and any conditions that would adversely affect the safety or security of Aircraft operations shall be reported immediately to the Pueblo Police Department and the Director of Aviation.

4.1.4 Any person who violates security related regulatory measures may be denied future entry into a restricted or secure area.

4.1.5 All persons shall wear and visibly display their approved Airport identification badge or approved identification recognized in the Airport Security Plan on their outermost garment, between their shoulders and their waist, while inside a secure area.

4.1.6 Airport identification badge holders must notify the Director of Aviation of any entry or attempted entry to a secure area by any unauthorized or unbadged person, or by any unauthorized means.

4.1.7 Any person with a proper Airport identification badge and escort privileges may bring an unbadged person into a secure area if the unbadged person has a valid reason for being inside the secure area and if the unbadged person is provided continuous escort by a person with a proper Airport identification badge. A continuous escort requires that the escorted person remains in close proximity to the Airport identification badge holder at all times while inside the secure area. The Airport identification badge holder shall bear full responsibility for the actions of the person being escorted.

4.2 Airport Identification Badges

4.2.1 Airport identification badges shall not be issued to any person until a need for unescorted access inside the secure or sterile area and/or the SIDA has been determined by the Director of Aviation and all requirements have been met.

4.2.2 All persons requiring access to the restricted areas of the Airport shall pay appropriate fees; provide the Department of Aviation the proper identification; complete all required forms; undergo a background check and/or fingerprint procedure consistent with 49 CFR Part 1542, as amended; and successfully complete SIDA and Airport Ground Vehicles/Runway Incursion Prevention Driving Program.

4.2.3 No person shall make, possess, use, offer for sale, pass, and/or deliver any forged or falsely altered pass, permit, identification, badge, card, sign, and/or other authorization purporting to be issued by or on behalf of the Airport.

4.3 Sterile Area

Any persons desiring to enter a sterile area are subject to security screening.

4.4 Security Access

All persons desiring vehicular access to the Airport Operations Area (AOA) through any security gate on the Airport must first obtain an Airport Vehicle Permit from the Director of Aviation. The permit must be placed in the proper location on the vehicle and clearly visible at all times.

4.4.1 Security gates (pedestrian or vehicular) that provide access to the AOA shall be kept closed and locked at all times, except when actually in use. All access gates to the AOA through a

tenant's leased premises are the Commercial Aeronautical Operator's/lessee's responsibility and shall be monitored and secured in a manner that will prevent unauthorized access.

4.4.2 Vehicle operators shall stop their vehicle and allow the gate to fully close before proceeding and shall also ensure that no other vehicles or persons gain access to the Airport while the gate is in the process of closing or not fully closed. If the vehicle operator cannot prevent such access, the vehicle operator shall immediately notify the Director of Aviation and the Pueblo Police Department.

4.4.3 Tampering with, interfering with, or disabling the lock, or closing mechanism or breaching any other securing device at the Airport is prohibited.

4.4.4 Persons who have been provided either a code or a device for the purpose of obtaining access to the AOA shall not divulge, duplicate, or otherwise distribute the same to any other person.

5. Aircraft Rules and Regulations

All aircraft operations at the Airport shall comply with applicable FAA regulations, including 14 CFR Parts 91 and 139. The provisions of this Section supplement, and do not replace, those federal requirements.

5.1 Accidents or Incidents

5.1.1 Aircraft operators involved in an incident or accident on the Airport resulting in injury or death to person or damage to property shall complete any necessary reports and forms, and comply with all applicable provisions of National Transportation Safety Board (NTSB) Regulations Part 830. The Aircraft operator is responsible for all damages to property, including damage to a runway, taxiway, taxilane, apron, signage, navigational aid, light, or fixture.

5.1.2 An Aircraft involved in an accident on the Airport may not be removed from the scene of the accident until authorized by the Director of Aviation. Once authorization to remove the Aircraft has been issued, the Aircraft operator shall be responsible for the safe and prompt removal of disabled Aircraft and parts within a movement area to a non-movement area.

5.1.3 Subject to the requirements of 5.1.2 above, disabled Aircraft shall be removed within 30 minutes from any runway or taxiway.

5.1.4 If immediate arrangements are not made (so that the Airport can return to full operational status without unreasonable delay), the Director of Aviation may have any disabled Aircraft removed, at the Aircraft operator's sole risk and expense, without liability for damage arising from or out of such removal, subject to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq..

5.2 Aircraft Assembly

Aircraft assembly constitutes maintenance and is permitted only in areas designated for that use, or in hangars approved for that activity by the Director of Aviation.

5.3 Aircraft Cleaning

Aircraft cleaning shall be performed only in areas designated for such use and in compliance with the City's Storm Water Management Plan, a copy of which is on file with the Director of Aviation and is available for inspection upon request. All drainage must flow to an oil/water separator, or a collection system approved pursuant to the City's SWMP.

5.3.1 All Aircraft cleaning shall be done with biodegradable soap, and without the use of solvents or degreasers.

5.3.2 Cleaning practices using flammable or combustible materials are prohibited within any building or within fifty (50) feet of any building, Aircraft, vehicle, fuel storage facility, or fueling operation.

5.3.3 In the event that fire retardant containing PFAS needs to be cleaned off an Aircraft, all efforts to prevent PFAS from entering into either stormwater or wastewater systems must be exercised, including but not limited to approved Hazardous Material disposal.

5.4 Aircraft Maintenance and Repair

Aircraft maintenance and repair is permitted only in areas designated by the Director of Aviation.

5.4.1 With exception of preventative maintenance (as defined in 14 CFR Part 43), maintenance and repair of general aviation Aircraft shall be confined to designated areas within an FBO's or SASO's leased premises. An aircraft owner may perform owner-performed maintenance and preventive maintenance on their own Aircraft within their leased hangar, consistent with 14 CFR Part 43. Commercial maintenance, modifications, and repairs performed for compensation or hire shall be confined to designated areas within an FBO's or SASO's leased premises and may only be performed by an operator holding a current permit or lease with the Airport authorizing such activity.

5.4.2 Preventive maintenance may be performed on Aircraft located on tie downs and in individual hangars, only by the owners of such Aircraft.

5.4.3 Minor maintenance of air carrier Aircraft (as defined by 14 CFR Part 43) may be performed at the gate positions in the passenger terminal area. For all other work, the Aircraft must be moved to an area designated by the Director of Aviation.

5.4.4 Aircraft painting shall be performed only in hangars approved for that activity by the Director of Aviation.

5.5 Aircraft Operations

5.5.1 Operating an Aircraft in a careless, negligent, or reckless manner; in disregard of the rights and safety of others; without due caution and care; or at a speed or in a manner which endangers or is likely to endanger persons or property of any entity, is prohibited.

5.5.2 Aircraft operators shall obey all pavement markings, signage, and lighted signals unless instructed otherwise by the Director of Aviation.

5.5.3 Operating an Aircraft constructed, modified, equipped, or loaded as to endanger, or be likely to endanger persons or the property of any person, is prohibited.

5.5.4 Experimental flights or ground demonstrations shall not be conducted on the Airport without the prior written permission of the Director of Aviation.

5.5.5 The starting, positioning, or taxiing of any Aircraft shall be done in such a manner so as to avoid generating or directing any propeller slipstream or engine blast that may endanger or result in injury to persons or damage to property.

5.5.6 Aircraft engines shall not be started within, and Aircraft shall not be taxied into, out of, or within, any structure on the Airport except for structures designed for engine run-ups, such as a hush house or a test stand.

5.5.7 Aircraft shall only be taxied or towed on hard-surfaced runways, taxiways, taxilanes, and aprons, unless otherwise approved in writing by the Director of Aviation.

5.5.8 Aircraft operators shall not taxi an Aircraft at the Airport at a speed greater than is reasonable and prudent under the conditions with regard for actual and potential hazards and other Aircraft so as not to endanger persons or property. Taxiing Aircraft shall yield the right-of-way to any emergency vehicle.

5.5.9 The runway Aircraft weight limitations for the Airport (FAA Gross Weight evaluation) set forth in the FAA Facility Directory shall not be exceeded without the prior approval of the Director of Aviation. Aircraft operators shall not land, take off, taxi, or park an Aircraft on any area that has been restricted to a maximum weight bearing capacity of less than the weight of the Aircraft. It shall be the Aircraft operator's responsibility to bear the expense of repair for any damage to the Airport's runways, taxiways, or aprons caused by excessive Aircraft weight loading.

5.6 Aircraft Parking and Storage

5.6.1 Consistent with FAA Grant Assurance 22(f), no FBO or SASO authorized to provide Aircraft storage to the public shall require procurement of fuel or other supplies or services from a specific source as a condition of Aircraft storage. This Section prohibits only a mandatory source requirement imposed as a condition of Aircraft storage and does not prohibit an FBO or SASO from offering fuel or other supplies or services on an optional basis that the customer is free to accept or decline."

5.6.2 Aircraft shall be parked only in those areas designated for such purpose and shall not be positioned in such a manner so as to block a runway, taxiway, taxilane, or fire hydrant, or obstruct access to hangars, parked Aircraft, or parked vehicles.

5.6.3 Aircraft operators shall ensure parked and stored Aircraft are properly secured in accordance with applicable FAA airworthiness standards, 14 CFR Part 91, and the Aircraft manufacturer's published mooring and tie-down procedures. Parked or stored helicopters shall have braking devices or rotor mooring blocks applied to the rotor blades. Moored lighter-than-air Aircraft shall have at least one person monitoring the safety of the mooring at all times.

5.6.4 All air carrier Aircraft loading and unloading at the passenger terminal must be parked at designated gate positions. General Aviation Aircraft are not permitted to enter in the SIDA, except by special permission granted by the Director of Aviation.

5.6.5 Upon request of the Director of Aviation, the operator of any Aircraft parked or stored at the Airport shall move the Aircraft to the location and/or position on the Airport identified by the Director of Aviation. In the event the Aircraft operator refuses, is unable, or unavailable, the Director of Aviation may have the Aircraft moved to the area at the risk and expense of the Aircraft operator without liability for damage that may arise from or out of such movement, subject to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq..

5.7 AIRWORTHINESS

5.7.1 No Aircraft shall remain on the Airport outside a hangar in excess of ninety (90) days unless such Aircraft is currently registered with the FAA, certificated, and in airworthy condition.

5.7.2 Notwithstanding Section 5.7.1, and consistent with PMC § 3-1-3(n), any damaged or disabled Aircraft parked or stored in an authorized, assigned, leased, or otherwise properly designated area in excess of thirty (30) days without the owner or operator undertaking repair or restoration to operable condition shall, absent special arrangements approved in writing by the Director of Aviation, be deemed abandoned and subject to impoundment as an illegally parked Aircraft. Prior to impoundment, the Director of Aviation shall provide written notice to the Aircraft owner of record by certified mail or personal service, affording a reasonable opportunity to cure not to exceed fifteen (15) days from the date of notice.

5.8 ENGINE RUN-UPS

Aircraft shall not commence run-ups so that the engine blast is directed at persons, other Aircraft, hangars, shops, or other vehicles. Extended run-ups shall only be performed in designated areas so as to minimize impact to persons, other Aircraft, and businesses.

5.9 NOISE ABATEMENT PROCEDURES

Commercial Aeronautical Operators of Aircraft based at the Airport shall become familiar with and, consistent with safe operating procedures for the Aircraft, shall adhere to the Noise Abatement Plan developed for the Airport, copies of which are available at the Airport Administrative offices. The preferred calm wind (5 knots or less) runway is Runway 8R-26L.

5.10 LANDING AND TAKE-OFF OPERATIONS FOR FIXED WING AIRCRAFT

Fixed wing Aircraft taking off or landing at the Airport shall do so only from designated runways. Landing Aircraft shall clear the runway as soon as practicable, taxiing ahead to the nearest turn off.

5.11 PASSENGERS AND CARGO

Passengers and cargo shall be enplaned/deplaned only in areas designated for such activities.

5.12 HELICOPTER OPERATIONS

5.12.1 All helicopters at the Airport shall take-off, land, or taxi only from established and recognized parking pads, designated ramps, or airport taxiways and runways. Helicopters shall park only in the areas designated for such operations.

5.12.2 Helicopters shall not be operated within one hundred (100) feet of any area where light Aircraft are parked or operating, and are prohibited from landing, taking off, or air taxiing between structures less than one-hundred and twenty (120) feet apart, unless such area is specifically established for helicopter operations.

5.12.3 Helicopters shall not be taxied, towed, or otherwise moved with rotors turning unless there is a clear area of at least forty (40) feet in all directions from the outer tips of the rotors.

5.12.4 Trailers or dollies shall be utilized to tow helicopters to parking pads for flights. Helicopter tow vehicles and trailers shall not be left at Airport public-use parking pads and shall be stored at a location designated by the Director of Aviation.

5.13 Specialized Aeronautical Activities

5.13.1 Ultralight Aircraft operations are allowed at the Airport only with an operable two-way radio capable of receiving and transmitting on the proper aeronautical frequencies.

5.13.2 Hot air balloon operations, parachute drops, banner or glider towing, use of motorless Aircraft, and the aeronautical transport of radioactive or Hazardous Materials are prohibited on the Airport without the prior written approval from the Director of Aviation. Approval may be granted by the Director of Aviation if the person proposing such activity demonstrates that such activities may be conducted on the Airport in a safe manner without interference with other aeronautical activities.

5.14 Model Aircraft

Except as authorized and regulated by federal law or FAA regulation, it shall be unlawful for any person to fly or launch any Model Aircraft on, over, or from the Airport.

~~**5.15 Aircraft Detention for Nonpayment**~~

~~Consistent with PMC § 3-1-3(h), the Director of Aviation shall have the authority to detain any Aircraft at the Airport for nonpayment of any charges, fees, or expenses due the City of Pueblo. No detained Aircraft shall be removed from the Airport until all outstanding charges, fees, and expenses, together with any accrued interest, have been paid in full. The Director of Aviation shall provide written notice of detention to the Aircraft owner or operator of record at the time detention is imposed.~~

5.15 Aircraft Detention for Nonpayment of Airport Charges

Consistent with PMC § 3-1-3(h), the Director of Aviation may detain any Aircraft at the Airport for nonpayment of rates, fees, and charges due the City and arising from that Aircraft's use, operation, or storage at the Airport, including charges imposed under the Airport Schedule of Rates and Charges. Detention under this Section is a possessory remedy only and does not authorize the sale or other disposition of the Aircraft. At the time detention is imposed, the Director of Aviation shall give written notice to the Aircraft owner and to the operator of record, stating the amount claimed and the charges on which it is based. The Director of Aviation shall release the

Aircraft upon payment in full of the amount claimed or upon the owner's or operator's posting of a cash deposit or surety bond in that amount, after which any dispute over the charges shall be resolved separately. If charges remain unpaid, the City may pursue collection and any further remedy as provided by applicable law, and an Aircraft that meets the conditions of PMC § 3-1-3(n) may be processed as abandoned.

5.16 Unmanned Aircraft Systems (UAS)

5.16.1 All UAS (drone) operations at, on, or over the Airport, including in the airspace above Airport property, are subject to all applicable federal law and regulations, including 14 CFR Part 107 and any FAA authorization required for operations in controlled or designated airspace (including LAANC authorization where applicable). No person shall operate a UAS on the Airport Operations Area (AOA) or within Airport Movement Areas without prior written approval of the Director of Aviation.

5.16.2 The Director of Aviation is authorized to issue UAS operating policies, permit requirements, and designated operating areas by separate administrative directive. Such directives shall be posted at the Airport Administrative office and made available upon request.

5.16.3 Nothing in this Section limits the authority of the FAA or any other federal agency with jurisdiction over UAS operations in the National Airspace System.

6. Motor Vehicle Rules and Regulations

6.1 Air Operations Area (AOA)

6.1.1 All non-escorted vehicles operating on the AOA must clearly display an Airport vehicle permit; shall always yield the right of way to Aircraft, emergency vehicles or equipment, and pedestrians; and shall not be operated in such a manner or within such proximity of an Aircraft as to create a hazard or interfere with the safe operation of Aircraft.

6.1.2 Prior to operating vehicles on the AOA, all vehicle operators shall perform annual training regarding Airport Ground Vehicles/Runway Incursion Prevention Driving Program.

6.1.3 The Director of Aviation may restrict vehicles to certain portions or segments of the AOA. Such restrictions shall prohibit vehicle operations outside designated areas.

6.1.4 Use of ATVs, three-wheelers, scooters, motorcycles, mini-bikes, go-carts, roller skates/blades, skateboarding, and the recreational use of bicycles is not permitted as a means of transportation. ATVs, small tractors, and the like shall be permitted to aid the towing of aircraft into and out of hangars but not on taxilanes or apron areas. This Section 6.1.4 does not apply to a hangar tenant's personal vehicle operated in accordance with Section 6.4.3.

6.1.5 Unless otherwise posted, vehicles, except emergency vehicles responding to an emergency, shall not be operated on the AOA at speeds in excess of 10 miles per hour.

6.1.6 Tugs and baggage carts shall be returned to designated storage areas immediately following unloading.

6.2 Movement Area

6.2.1 Ground Vehicle access to the Movement Area is restricted including Runways, Taxiways and designated Safety Areas of the Airfield. Vehicle operators must be approved by the Director of Aviation and comply with FAA mandated Movement Area training procedures as outlined in the FAA approved Part 139 Certification Manual.

6.2.2 Vehicle operators shall make a location announcement, including intention and direction of movement, on the Airport Traffic Control Tower (ATCT) frequency when the Tower is in operation, or on the designated CTAF frequency when the Tower is closed, before proceeding closer than two-hundred and fifty (250) feet from the edge of any runway or one hundred (100) feet from the edge of any taxiway, and shall ensure that no Aircraft is present or approaching before entering any movement area.

6.2.3 Unless escorted, all vehicles operating in the movement area shall be equipped with a functioning two-way radio capable of communicating on the proper aeronautical frequencies (118.000 to 136.975 MHz). When the ATCT is in operation, vehicle operators must establish and maintain radio contact with ATC before entering the movement area. When the ATCT is closed, vehicle operators shall monitor and communicate on the designated CTAF frequency.. A vehicle without a two-way radio capable of communicating on such frequencies may enter the movement area provided that such vehicle is escorted at all times in the movement area by an authorized escort having radio contact with the ATCT or UNICOM, as applicable. In the event a vehicle in the movement area experiences radio failure, it must vacate the area utilizing any perimeter roadways or other non-controlled routes.

6.3 Operator Licensing and Permit

Vehicle operators must have a valid state vehicle operator's license of the class needed for the vehicle being operated and evidence of insurance (as required by State law and the Airport) to operate a vehicle on the Airport. Evidence of valid title or current rental/lease agreement for the vehicle shall be kept in the vehicle and available for inspection. Nothing in this Section 6.3, or in Section 6.1.1, requires an Airport vehicle permit for a hangar tenant's personal vehicle operated solely for the purpose of accessing or departing the tenant's leased hangar. The AOA vehicle permit requirement of Section 6.1.1 continues to apply to all vehicles operating on the Air Operations Area in an operational capacity.

6.4 Parking and Standing

6.4.1 Vehicles shall be parked only in those areas designated for such purpose. Vehicles shall not be parked or stopped:

6.4.1.1 In such a manner so as to obstruct a parking lot lane, driveway, roadway, walkway, crosswalk, fire lane, runway, taxiway, taxilane, or obstruct access to hangars, parked Aircraft, or parked vehicles;

6.4.1.2 In any space marked for parking in such a manner that the vehicle occupies more than one marked space;

6.4.1.3 Within a bus stop, taxicab, or commercial vehicle zone (except for vehicles authorized by the Director of Aviation to use such areas);

6.4.1.4 On the side of a roadway;

6.4.1.5 On the roadway side of any stopped or parked vehicle (double parking);

6.4.1.6 Within fifteen (15) feet of a fire hydrant or within a fire lane or restricting the access to or from the fire lane;

6.4.1.7 Within eight (8) feet of either side of a security fence; or

6.4.1.8 Other than in accordance with restrictions posted on authorized signs.

6.4.2 Service vehicles (including utility company, government owned, delivery, etc.) shall park in specially reserved and marked areas or areas designated for such purpose.

6.4.3 Automobiles, motorcycles, boats, jet skis, snowmobiles, dune buggies, race cars, recreational vehicles, trailers, and other vehicles may not be parked or stored on Airport property, unless (a) parked in the passenger terminal parking lot, with permission from the Director of Aviation in advance, or (b) written permission of the Director of Aviation has been first obtained. Trailers and semi-trailers shall be disengaged from the towing vehicle. Notwithstanding the foregoing, a hangar tenant's personal vehicle, including a motorcycle or automobile, may be driven to and from the tenant's leased hangar and parked within the hangar during the tenant's period of hangar access without prior Director approval. This exception does not authorize parking of personal vehicles on the ramp, taxiway access lanes, or any other Airport operational area outside the tenant's leased hangar space.

6.4.4 Towing of Improperly Parked Vehicles. Consistent with PMC § 3-1-4(f), the Director of Aviation is authorized to tow or otherwise remove any motor vehicle parked on the Airport in violation of these Rules or Airport regulations, at the vehicle owner's expense and without liability for damage that may result in the course of such removal, subject to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq.. ~~The Director of Aviation may detain any removed vehicle until all applicable towing charges, storage fees, and outstanding Airport fees have been paid in full.~~ The Director of Aviation may detain a vehicle removed under this Section until the towing, removal, and storage charges incurred under this Section are paid, and shall release the vehicle upon payment of those charges or upon the owner's posting of security in the amount claimed.

6.5 Vehicle Licensing and Equipment

6.5.1 Except for vehicles that are exclusively used on the AOA, all vehicles shall meet proper state licensing, registration, and inspection requirements.

6.5.2 Vehicles shall not be operated on the Airport unless the vehicle is in sound mechanical order; has adequate lights, horn, and brakes; and permits clear visibility from the driver's position.

6.5.3 Vehicles operating or parking inside the security fence shall be registered with the Airport and display a current vehicle permit.

6.6 Vehicle Maintenance

Except for minor repairs that are necessary to remove such vehicle(s) from the Airport, and except as expressly provided otherwise in an agreement with the Director of Aviation, private vehicles shall not be cleaned or maintained anywhere on the Airport. Vehicles operated by commercial

operators/lessees shall be cleaned or maintained only in areas designated by the Director of Aviation.

6.7 VEHICLE OPERATIONS

The following shall apply to all vehicle operations on the Airport:

6.7.1 No vehicle shall be operated in a careless, negligent, unsafe, or reckless manner; in disregard of the rights and safety of others; without due caution and care; or at a speed or in a manner which endangers or is likely to endanger persons or property.

6.7.2 No vehicles shall be constructed, equipped, loaded, or maintained (or any having attached thereto any object or equipment which drags, swings, or projects) so as to endanger or be likely to endanger, persons or property.

6.7.3 Vehicles shall not be operated in any hangar unless (1) the vehicle exhaust is protected by screens or baffles to prevent the escape of sparks or the propagation of flame and (2) a vent system exists to prevent exhaust fumes from building up in the hangar.

6.7.4 Vehicle operators shall obey all posted speed limits. Vehicles shall not be operated at a speed greater than is reasonable and prudent under the conditions and having regard for actual and potential hazards, traffic, use of the street or roadway, or so as not to endanger persons or property.

6.7.5 Vehicle operators shall provide proper signals and obey all traffic lights, signs, mechanical or electrical signals, and pavement markings.

6.7.6 Vehicles that are overloaded or carrying more passengers or cargo than the amount that the vehicle is designed to carry are prohibited.

6.7.7 Vehicles used for hauling trash, dirt, or any loose material shall be operated in such a fashion as to prevent the contents of the vehicle from dropping, sifting, leaking, or otherwise escaping.

6.7.8 Except in case of emergency or operational necessity, no vehicle shall leave paved areas.

6.7.9 Airport management may restrict the access of any vehicle or person to any part of the airport, both public and leased including the ramp, to ensure the safety or security of the airport.

7. Facilities Rules and Regulations

The following shall apply to all property and Buildings on the Airport, under a lease, sublease, or otherwise:

7.1 COMPRESSED GASES

7.1.1 Oxygen or any compressed gas in a cylinder or portable tank must be secured to a fixed location or secured to a portable cart designed and approved specifically for the cylinders or tanks being secured.

7.1.2 Compressed gas cylinders or tanks must have approved and fully operational pressure relief devices installed, and shall be maintained in compliance with all applicable rules and regulations.

7.1.3 Cylinders or tanks not in use shall have an approved transportation safety cap installed.

7.2 Fire Prevention

7.2.1 Good fire prevention practices/procedures shall be followed at all times on the Airport and in any Building located on the Airport.

7.2.2 Tenants shall provide proper, adequate, inspected, certified, and readily accessible fire extinguishers (that are approved by fire underwriters) for the particular hazard involved or associated with the activity being conducted. Fire extinguishers shall be maintained in accordance with the current City adopted Fire Code.

7.2.3 Logs showing the date of last inspection shall be attached to each unit or records acceptable by fire underwriters shall be kept showing the status of such equipment.

7.3 Lubricating Oils

Quantities of lubricating oils in hangars shall not exceed amounts necessary for maintenance purposes and operation of equipment. Storage of combustible liquids in hangars in excess of five (5) gallons requires prior approval from the Pueblo Fire Department.

7.4 Storage of Materials and Equipment

No person shall store, stack, box, or bag material (or equipment) in such manner as to create any hazard, obstruct any operation, or cause littering. Storage of materials or equipment is prohibited outside of hangars or other Buildings, without approval of the Director of Aviation.

7.5 Telecommunications

No person shall operate any communications equipment (wired or wireless) on the Airport in a manner that will cause interference to operations of the Airport. Upon any notification from the Airport, the FAA, or the police or fire departments of any interference caused by operator's or lessee's operation, the person notified shall cease such communications operations, transmissions, and uses on the Airport. Such person shall not resume communications operations until the Director of Aviation has provided notice in writing.

8. Aircraft Fuel Storage, Handling and Dispensing

8.1 Permit

Fuels in quantities greater than five (5) gallons shall only be stored and dispensed on the Airport by persons having a permit, lease or other agreement with the City of Pueblo authorizing the fueling operation and approving the fuel storage facilities, refueling vehicles, and related equipment. This includes any third-party, public use, self-serve fueling facilities.

8.2 Best Practices

8.2.1 Commercial Aeronautical Operators shall conform to the standards set forth in FAA Advisory Circular 150/5230-4C, "Aircraft Fuel Storage, Handling and Dispensing on Airports," the "Fuel Handling Safety Guidance" issued by the Northwest Mountain Region of the FAA; NFPA 407; and the 2015 International Fire Code as adopted by PMC § 3-2-21, as they may be amended from time to time.

8.2.2 Commercial Aeronautical Operators owning and operating fuel tanks, refueling vehicles, and/or portable oil containers shall comply with the requirements of the Oil Pollution Prevention regulations (40 CFR 112) including provision of secondary containment for loading/unloading areas and refueling vehicle parking areas. Each operator shall comply with all provisions of the Airport Stormwater Management Plan. Commercial Aeronautical Operators who wish to provide their own Stormwater Management Plan shall submit such plans to the Director of Aviation for review to verify that such plans are in conformance with the existing plans for the Airport.

8.2.3 Commercial Aeronautical Operators must provide their own Spill Prevention Contingency and Control Plan and file a copy with the Director of Aviation.

8.3 EQUIPMENT

8.3.1 Refueling vehicles, fueling pumps, meters, hoses, nozzles, funnels, fire extinguishers, and bonding devices used during fueling operations shall be maintained in a safe operating condition and in good working order and repair at all times.

8.3.2 Commercial Aeronautical Operators shall have on hand at all times sufficient spill control equipment including containment booms, socks, pillows, pads, etc. to control spills and Releases occurring on their leasehold. Cleanup of non-fuel spills and Releases is the responsibility of the Commercial Aeronautical Operator. Commercial Aeronautical Operators shall store contaminated spill control equipment in containers in accordance with applicable sections of 40 CFR 262 and 49 CFR 172-173 until proper disposal can be effected. At a minimum:

8.3.2.1 Each refueling vehicle shall have a "first responder" spill kit; and

8.3.2.2 Each fuel storage facility shall maintain a spill kit with an appropriate supply of, but not limited to, spill socks, pillows, pads, wipes, disposable bags with ties, and DOT approved containers. All spill control items shall be rated for hydrocarbon use.

8.3.3 Commercial Aeronautical Operators may not install self-service fueling islands or similar facilities without the prior written approval of the Director of Aviation.

8.3.4 Consistent with PMC § 3-1-5(c), all aircraft fueling facilities and vehicles shall be maintained in accordance with Air Transport Association (ATA) Specification 103, "Standards for Jet Fuel Quality Control at Airports," as currently in effect, in addition to the requirements of Section 8.3.1 above.

8.4 FUEL FLOWAGE FEES

8.4.1 A fuel flowage fee is payable to the City, as set forth in the Airport Rates and Charges as amended from time to time, for all aviation fuel (not including mogas) delivered to Commercial Aeronautical Operators at the Airport and to all Through-the-Fence permittees. For any

Commercial Aeronautical Operator whose lease agreement does not expressly specify the applicable fuel flowage fee rate, the default rate established by PMC § 3-1-6(g)(4) controls until amended by City Council. All current and future lease agreements with Commercial Aeronautical Operators conducting fueling operations should expressly specify the applicable rate.

8.4.2 Each Commercial Aeronautical Operator shall pay the fuel flowage fee for all fuel delivered to its premises, trucks, and/or storage tanks.

8.4.3 Commercial Aeronautical Operators shall furnish to the Director of Aviation on or before the tenth (10th) day of the next succeeding month, a written statement setting forth the total number of gallons of fuel delivered to its premises, trucks, and/or storage tanks during the preceding month. The format for reporting must be in a form acceptable to the Director of Aviation. Commercial Aeronautical Operators shall pay all fuel flowage fees determined to be owed no later than the tenth (10th) day of the month following submission of the monthly statement, or as otherwise specified in the Commercial Aeronautical Operator's individual lease or permit agreement. Tenants operating approved private fuel storage facilities under PMC § 3-1-6(g) remain subject to the weekly fuel delivery reporting requirement of PMC § 3-1-6(g)(7) in addition to this monthly payment obligation.

8.4.4 Commercial Aeronautical Operators shall keep and maintain adequate books and records to establish and verify the accuracy of the fuel volumes reported to the Airport. The City's authorized representative shall have the right to examine, inspect, or audit an operator's books and records for the purpose of verifying the accuracy of the fuel volumes reported by a~~n~~ Commercial Aeronautical Operator.

8.5 Fuel Storage Facilities

8.5.1 Plans for fuel storage and installation shall be submitted to the Director of Aviation for approval prior to any installation. All facilities, equipment, and installation shall be in conformance with all local, state, and federal requirements.

8.5.2 The maintenance and operation of fuel storage facilities shall meet NFPA 30, NFPA 407, UL 2085, and FAA regulations and advisory circulars, and shall be approved by all agencies that regulate the maintenance and operation of fuel storage facilities. The installation of all tanks or facilities shall meet the requirements of the 2015 International Fire Code as adopted by PMC § 3-2-21.

8.5.3 Commercial Aeronautical Operator shall have a written Spill Prevention Control and Countermeasures Plan that meets regulatory measures for their fuel storage facilities. A copy of the Spill Prevention Control and Countermeasures Plan shall be filed with the Director of Aviation.

8.5.4 Restriction on Fuel Sales by Tenants with Private Storage Facilities. Consistent with PMC § 3-1-6(g)(8), any Commercial Aeronautical Operator or tenant that has constructed or operates an approved private aviation fuel storage facility on its leased premises shall not sell fuel from that facility to any other tenant at the Airport. Fuel from an approved private storage facility may be sold only at retail to the Commercial Aeronautical Operator's own customers. Any violation of this restriction shall constitute grounds for termination of the Commercial Aeronautical Operator's lease agreement pursuant to PMC § 3-1-6(g)(11).

8.5.5 100-Octane Low Lead Aviation Gasoline (100LL). Consistent with FAA Grant Assurance 40 (P.L. 118-63, effective April 2025), the Airport shall not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline (100LL) at the Airport. No provision of these Rules or any Airport permit, lease, or operating agreement shall be construed to restrict or prohibit 100LL sales or self-fueling with 100LL. This prohibition remains in effect until the earlier of December 31, 2030, or the date on which the Airport or any retail fuel seller at the Airport makes available an unleaded aviation gasoline that has been authorized by the FAA as a replacement for 100LL for use in piston-engine aircraft and meets an industry consensus standard or other standard facilitating safe use, production, and distribution, as determined by the FAA. Any violation of this provision is subject to civil penalties under 49 U.S.C. § 46301(a)(8).

8.6 Fueling Operations

8.6.1 All fuel handled on the Airport shall be treated with due caution and care with regard to the rights and safety of others so as not to endanger, or be likely to endanger, persons or property.

8.6.2 Persons engaged in the fueling, defueling, and oil servicing of Aircraft or vehicles, the filling of refueling vehicles or dispensing equipment, or the dumping or pumping or loading of aviation fuels or oils into or from fuel or oil storage facilities shall exercise care and extreme caution to prevent overflow of fuel or oils and/or spills.

8.6.2.1 In the event that a spill should occur of any magnitude, associated activities shall cease immediately. The responsible party of such spill shall take appropriate action to properly contain and clean up the spill, and applicable provisions of Section 3.11 of these Rules shall be followed.

8.6.3 A properly trained operator shall be present at all times while fuel delivery vehicles transfer fuel into or out of any fuel storage facility. All fueling shall be performed by qualified operators.

8.6.3.1 The operator shall remain within the immediate vicinity, in close proximity to, and in direct view of all operating controls and equipment; and

8.6.3.2 The operator shall not leave the discharge end of any hose or hoses unattended at any time while the transfer of fuel is in progress; and

8.6.3.3 The operator shall not block open, disengage, bypass, and/or deactivate the deadman control or mechanism at any time while fueling or transferring fuel. Hold-down devices are prohibited.

8.6.4 No fueling activity shall take place unless adequate fire extinguishing equipment and personnel trained in the use of such equipment are present.

8.6.5 Aircraft shall not be refueled or defueled with one or more of its engines operating or while the Aircraft is located inside any structure.

8.6.6 Pouring or gravity transfer of fuel from containers is prohibited. Approved pumps, either hand or power operated, shall be used when Aircraft are fueled from containers greater than five (5) gallons.

8.6.7 Aircraft or vehicles shall not be fueled or defueled if an electrical storm is in progress or within close proximity of the Airport.

8.6.8 When Aircraft are being fueled or defueled, the Refueling Vehicle shall be bonded to the Aircraft to equalize the voltage potential between the Refueling Vehicle and the Aircraft.

8.6.9 All hoses, nozzles, spouts, funnels, and appurtenances used in fueling and defueling operations shall comply with NFPA 407 and shall be equipped with a bonding device to prevent ignition of volatile liquids.

8.7 Location of Fueling Operations Relative to Other Activities, Equipment and Structures

8.7.1 Aircraft fuel handling shall be conducted outdoors and with the Refueling Vehicle and Aircraft being at least fifty (50) feet from any hangar, building, and any combustion and ventilation air-intake to any boiler, heater, or similar facility or as approved by the Pueblo Fire Department.

8.7.2 Unless a secondary containment is being used, Aircraft fuel handling shall take place on an impervious surface and at least fifty (50) feet from any storm water conveyances, drains, catch basins, or ditches.

8.7.3 No person shall operate any radio transmitter or receiver (or switch electrical appliances on or off in an Aircraft) within fifty (50) feet of and for the duration of fueling or defueling activity unless said radio transmitter or receiver is designed for such environment.

8.7.4 During fueling operations, no person shall use any material or equipment that is likely to cause a spark or ignition within fifty (50) feet of such Aircraft or vehicle.

8.7.5 Use of matches, lighters, or any other igniting or incendiary devices is prohibited on the AOA and within fifty (50) feet of any Aircraft, refueling vehicle, fuel storage facility, or any Aircraft being fueled or defueled.

8.8 Off-Premises Fueling

Fueling activities shall be limited to a~~n~~ Commercial Aeronautical Operator's leased premises unless the Commercial Aeronautical Operator's lease agreement or fueling permit expressly permits off-premises fueling, and Commercial Aeronautical Operator's levels of insurance are sufficient to cover the increased liability associated with off-premises fueling. Off-premises fueling is permitted only in designated areas.

8.9 Storage of Refueling Vehicles/Use of Fuel Cans

Refueling Vehicles shall be stored outside and not less than fifty (50) feet from a building or other structure, storm water conveyances, drains, catch basins, or ditches. Refueling Vehicles shall be parked in a manner that provides a minimum of ten (10) feet of separation between vehicles and any other vehicle or Aircraft and a minimum of twenty (20) feet from a storm water inlet. Unless otherwise authorized by the Pueblo Fire Department, no more than ten (10) gallons of fuel may be stored in fuel cans, and all fuel cans shall be spring loaded, self-closing containers.

8.10 Maintenance of Refueling Vehicles

Maintenance and servicing of Refueling Vehicles shall be performed outdoors or in a building that is approved by the Director of Aviation and the Pueblo Fire Department specifically for this purpose. Commercial Aeronautical Operators shall document and maintain vehicle maintenance

and agency inspection records, which shall be made available to the Director of Aviation upon request.

8.11 Training

All personnel engaged in fueling operations shall be trained in procedures for fueling and defueling, quality control, safety, fire prevention, use of fire extinguishers, responding to fuel and oil spills, handling flammable materials, and actions to be taken in an emergency caused by a fire or fuel spill (including environmental protection). All such personnel shall receive proper training or instruction immediately upon employment and not less than annually thereafter, and records of training and qualifications of each person engaged in fueling operations shall be maintained. Training shall be performed in accordance with 14 CFR Part 139 and the Airport Certification Manual. Training records shall be made available for review and/or inspection by the Director of Aviation, the Pueblo Fire Department, and/or the FAA at any reasonable time.

8.12 Transient Fueling Operations

Transient fueling operations (such as seasonal firefighting operations) shall be subject to the inspection and approval of the Director of Aviation; pay applicable fuel flowage charges; fuel only in designated areas; and operate according to Best Management Practices.

9. Severability

If any section, subsection, sentence, clause, phrase, or portion of these Rules and Regulations is for any reason held invalid, unconstitutional, or unenforceable by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions.

10. Amendment and Revision

~~These Rules and Regulations may be amended by the Director of Aviation, with the approval of the City Council by resolution. Any amendments shall be effective upon the date specified by City Council in the approving resolution.~~These Rules and Regulations may be amended only by ordinance adopted by the City Council. Any amendment shall be effective on the date specified in the adopting ordinance. The Director of Aviation shall maintain the current version of these Rules and Regulations at the Airport Administrative office and shall make copies available upon request.

11. Supersession

These Rules and Regulations supersede all prior Airport rules and regulations for Pueblo Memorial Airport. Any prior Airport rules, regulations, policies, or directives that are inconsistent with these Rules are hereby superseded to the extent of such inconsistency.

12. Effective Date and Savings

These Rules and Regulations shall become effective on the date specified in the approving ~~Resolution~~ordinance of City Council. All acts properly done, rights vested, and obligations

incurred under any prior Airport rules and regulations before the effective date of these Rules are preserved and may be enforced as if these Rules had not been adopted.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 24, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: AN ORDINANCE ADOPTING MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES AT PUEBLO MEMORIAL AIRPORT AND REPEALING ALL PRIOR MINIMUM STANDARDS FOR AERONAUTICAL ACTIVITIES

SUMMARY:

This Ordinance adopts new Minimum Standards for Commercial Aeronautical Activities at Pueblo Memorial Airport, replacing the Minimum Standards for Airport Aeronautical Services dated May 17, 1977. The new Minimum Standards establish qualifications, requirements, and conditions for persons and entities providing commercial aeronautical services at the Airport, including Fixed Base Operators, Specialized Aviation Service Operators, and holders of Commercial Aeronautical Service Provider Permits. The Minimum Standards are attached as Exhibit A.

The 1977 standards are outdated and do not reflect current Federal Aviation Administration guidance, including Advisory Circular 150/5190-8 (December 7, 2023), the April 2025 Airport Sponsor Grant Assurances, or current federal regulatory requirements. The new Minimum Standards align with current FAA guidance and are calibrated to the operational profile of Pueblo Memorial Airport as a small non-hub airport with Essential Air Service.

PREVIOUS COUNCIL ACTION:

The City Council adopted minimum standards for airport aeronautical services on May 17, 1977. The instrument number for the 1977 adoption could not be located in available records. No amendments to the 1977 standards have been identified. This Ordinance repeals all prior minimum standards for aeronautical services at the Airport.

BACKGROUND:

The City Council adopted minimum standards for airport aeronautical services on May 17, 1977. The instrument number for the 1977 adoption could not be located in

available records. No amendments to the 1977 standards have been identified. This Ordinance repeals all prior minimum standards for aeronautical services at the Airport.

FINANCIAL IMPLICATIONS:

There are no direct financial implications for the City. The Minimum Standards establish requirements for private operators, not City expenditures. Compliance with the Minimum Standards and Grant Assurance 24 (Fee and Rental Structure) supports the Airport's financial self-sustainability.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

The Department of Aviation provided written notice of the proposed Minimum Standards to all current Airport operators and tenants. A copy of the proposed Minimum Standards was made available for review at the Airport administrative offices and on the City's website.

ALTERNATIVES:

If this Ordinance is not approved, the 1977 Minimum Standards will remain in effect. Those standards do not comply with current FAA guidance, cite repealed federal regulations, contain inadequate insurance requirements, and lack provisions for self-service rights, environmental compliance, variance procedures, and current nondiscrimination requirements. Continued reliance on the 1977 standards increases the City's exposure to FAA Part 16 complaints and may place the City's federal grant eligibility at risk.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Minimum Standards 2026 06 22 FINAL VERSION
2. Minimum Standards 2026 07 13 REDLINED

ORDINANCE NO.

AN ORDINANCE ADOPTING MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES AT PUEBLO MEMORIAL AIRPORT AND REPEALING ALL PRIOR MINIMUM STANDARDS FOR AERONAUTICAL ACTIVITIES

WHEREAS, the City of Pueblo is a home rule municipality organized and existing under Article XX of the Colorado Constitution, which vests in home rule municipalities plenary authority over matters of local concern, including the ownership, operation, and administration of municipal airports; and

WHEREAS, C.R.S. § 41-4-201 empowers city councils to acquire, establish, operate, and regulate airports and provides that city councils shall grant no exclusive concession, license, or lease agreement relating to the business of servicing, repairing, or furnishing supplies for aircraft; and

WHEREAS, C.R.S. § 41-4-204 empowers cities to provide rules and regulations covering the use of airports and to exact and require charges, fees, and tolls in connection with the maintenance of airports; and

WHEREAS, Section 3-1-2(b) of the Pueblo Municipal Code authorizes the Airport Manager to conduct the business of the Airport and to carry out and enforce the provisions of PMC Title III, Chapter 1; and

WHEREAS, Section 3-1-2(l)(3) of the Pueblo Municipal Code subjects all users of and persons on the Airport to minimum standards now in effect or hereafter adopted or revised for the Airport; and

WHEREAS, the City has accepted the Airport Sponsor Grant Assurances as a condition of receiving Airport Improvement Program grants from the Federal Aviation Administration, and those Grant Assurances require the City to make the Airport available on reasonable terms and without unjust discrimination, to grant no exclusive rights for aeronautical services, and to maintain a fee and rental structure that makes the Airport as financially self-sustaining as possible; and

WHEREAS, the FAA Advisory Circular 150/5190-8, Minimum Standards for Commercial Aeronautical Activities (December 7, 2023), strongly recommends that airport sponsors adopt minimum standards to promote safety, protect airport users, enhance the availability of services, and prevent disputes between aeronautical service providers; and

WHEREAS, the City Council finds it necessary and appropriate to adopt new Minimum Standards for Commercial Aeronautical Activities at Pueblo Memorial Airport that comply with current federal requirements and are calibrated to the Airport's operational profile as a small non-hub airport with Essential Air Service; NOW, THEREFORE,

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

SECTION 1.

The Minimum Standards for Commercial Aeronautical Activities at Pueblo Memorial Airport, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby adopted as the minimum standards governing commercial aeronautical activities at Pueblo Memorial Airport.

SECTION 2.

All prior minimum standards for aeronautical services at Pueblo Memorial Airport, including the Minimum Standards for Airport Aeronautical Services dated May 17, 1977, and any amendments thereto, are hereby repealed. This repeal shall not affect the validity of any Lease, License, or Permit issued under the prior minimum standards that is in effect on the date this Ordinance becomes effective; provided, however, that any such Lease, License, or Permit shall be subject to the Minimum Standards adopted by this Ordinance upon renewal, extension, amendment, or renegotiation.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance to effectuate the policies and procedures described herein, including the administration and enforcement of the Minimum Standards.

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 August 10, 2026.

Final adoption of Ordinance by City Council on August 24, 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

EXHIBIT A

PUEBLO MEMORIAL AIRPORT

MINIMUM STANDARDS
FOR
COMMERCIAL AERONAUTICAL ACTIVITIES

Adopted by the City Council of the City of Pueblo
Ordinance No. _____
_____, 2026

Pueblo Memorial Airport
31201 Bryan Circle, Pueblo, Colorado 81001
(719) 553-2760

SECTION 1 – DEFINITIONS

1.01 Aeronautical Activity – Shall mean any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on airports, include, but are not limited to, the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities. Activities such as model aircraft and model rocket operations are not aeronautical activities.

1.02 Agreement – Shall mean written contract (e.g., lease agreement, permit, etc.) enforceable by law between the City and another entity transferring rights or interest in land and/or Improvements and/or authorizing the conduct of certain Activities.

1.03 Air Carrier – Shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(h).

1.04 Aircraft – Shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(g).

1.05 Airport – Shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(a).

1.06 Airport Manager – Shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(d).

1.07 Air Operations Area (AOA) – Shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(c).

1.08 Airport Rules and Regulations – The rules and regulations governing use of Pueblo Memorial Airport as adopted and amended by the City.

1.09 Airport Security Program (ASP) – Shall mean the sensitive security information (SSI) provided in the Airport Security Program required by 49 CFR Part 1542 and approved by the TSA, that describes the security requirements that must be implemented at the Airport. The current ASP is on file in the Airport Administration office.

1.10 Based Aircraft – Shall mean an aircraft that is operational and airworthy, and which is based at the Airport for a majority of the year. To be considered a Based Aircraft, the aircraft must be: (1) an aircraft that has an agreement with Pueblo Memorial Airport or an FBO for storage or parking at PUB; (2) an aircraft that spends a majority of the year at Pueblo Memorial Airport; (3) an aircraft that is not Abandoned; and (4) an aircraft that has a valid/current FAA airworthiness certificate.

1.11 City – The City of Pueblo, Colorado, a Colorado municipal corporation.

1.12 Commercial Aeronautical Activity – Shall mean any Aeronautical Activity conducted at or out of the Airport by any Entity involving: (1) the exchange, trading, buying, hiring, providing, or selling of commodities, goods, services, or property on the Airport; (2) engaging in an activity on the Airport for the purpose of securing revenue, earnings, income, barter, and/or compensation, whether or not such revenue, earnings, income, barter, and/or compensation are ultimately exchanged, obtained, or transferred; or (3) the offering or exchange of any product, service, or facility on the Airport as a part of other revenue, earnings, income, and/or compensation producing activity on or off the Airport. An activity conducted by a nonprofit, charitable, or tax-exempt entity is not exempt from this definition solely by reason of that status if the activity otherwise meets the criteria above; however, such entities are exempt from FBO and SASO minimum standards to the extent consistent with Grant Assurance 22 and these Minimum Standards.

1.13 Commercial Self-Service Fueling – A fueling concept that enables a pilot to fuel an aircraft from a commercial fuel pump installed for that purpose by an FBO or the City. The fueling facility may or may not be attended.

1.14 Director of Aviation – Also known as Airport Director and shall mean the Director of Pueblo Memorial Airport, City of Pueblo Director of Aviation as appointed by the City of Pueblo, any duly authorized successor City department thereto, or the Director's designee. As used in these Minimum Standards, "Director of Aviation" is synonymous with "Airport Manager" as that term is used in Pueblo Municipal Code Chapter 3-1.

1.15 Entity - Shall mean a person, persons, firm, partnership, limited liability partnership or corporation; agency; unincorporated proprietorship; association or group, or corporation.

1.16 FAA – Shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(f).

1.17 FIXED BASE OPERATOR (FBO) shall mean a commercial business granted by the airport sponsor that maintains and operates facilities at the Airport for the purpose of providing multiple commercial aeronautical services, including the retail sale of aviation fuels, aircraft line services, and aircraft airframe and engine repair and maintenance.

1.18 Flying Club – Shall mean any organization or group that is a nonprofit entity organized for the express purpose of providing its members with an Aircraft or several Aircraft for their personal use and enjoyment. Aircraft must be vested in the name of the Flying Club owners on a pro-rata basis, and the club may not derive greater revenue from the use of the Aircraft than the cost to operate, maintain, and replace the Aircraft. Consistent with PMC § 3-1-2(d), every Flying Club shall file with the Director of Aviation, and keep current, a complete list of club membership. If the Director of Aviation has reason to believe a club is being operated so as to fall within the definition of a Commercial Aeronautical Activity, the Director shall notify the club in writing. If the club fails to remedy the condition within thirty (30) days of such notice, the Director of Aviation shall reclassify the club's aircraft as a commercial operation, and the club shall thereafter be subject to all requirements applicable to Commercial Aeronautical Operators.

1.19 General Aviation – Shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(j).

1.20 Grant Assurances – The Airport Sponsor Assurances accepted by the City as a condition of receiving federal airport development grants, as amended from time to time, including the assurances prescribed by the FAA Reauthorization Act of 2024 (P.L. 118-63).

1.21 Improvements – All buildings, structures, additions, and facilities, including pavement, fencing, and landscaping, constructed, installed, or placed on, under, or above any land on the Airport and any item (excluding trade fixtures owned by Lessee) which is affixed to the Leased Premises or affixed to any improvement thereto and which cannot be removed without damage or injury to the Leased Premises or any other improvements.

1.22 Lease – Shall mean a written contract between the City of Pueblo and an Entity specifying the terms and conditions under which an Entity may occupy and operate from Airport facilities and/or property.

1.23 Leased Premises – Shall mean the land and/or improvements subject to a Lease between the Lessee and the City.

1.24 License – An Agreement that grants or otherwise authorizes the use of Airport land or building space by an FBO or SASO operating its facilities as a sublessee.

1.25 Minimum Standards – shall mean the qualifications, requirements, and conditions set forth herein as the minimum requirements to be met by an Operator engaged in Aeronautical Activity.

1.26 Operator – An Entity that has entered into a Lease, License, or Permit with the City to occupy, use, and/or develop land and/or Improvements in order to engage in Commercial Aeronautical Activities at the Airport.

1.27 Permit – A Commercial Aeronautical Service Provider Permit as described in Section 12 of these Minimum Standards, authorizing limited Commercial Aeronautical Activities without a leasehold interest.

1.28 Self-Service – Shall mean the fueling or servicing of an aircraft (including the right to tie down, adjust, repair, refuel, clean, and otherwise service an aircraft) by the owner of the aircraft with the owner's employees and using the owner's own equipment.

1.29 Specialized Aviation Service Operator (SASO) – An Operator authorized to provide one or a combination of Commercial Aeronautical Activities, to include, but not limited to, aircraft maintenance, flight training, Aircraft Rental, Aircraft Sales, Air Ambulance, Avionics Sales and Maintenance, and specialized flying services that does not include the retail sale of aviation fuels.

1.30 Through-the-Fence (TTF) – Shall mean commercial activities permitted by the City through an agreement allowing access to the public landing area to a licensed and insured independent entity or operator offering an aeronautical activity or to owners of aircraft based on land adjacent to the Airport but who do not commercially operate out of owned or leased property on the Airport's premises.

1.31 TSA – Shall mean Transportation Security Administration of the United States Department of Homeland Security, or any department or agency succeeding to its jurisdiction or function.

SECTION 2 – INTRODUCTION

2.01 – Authority

These Minimum Standards are promulgated under the authority of Article XX of the Colorado Constitution (home rule), C.R.S. § 41-4-201 (power to establish, operate, and regulate airports), C.R.S. § 41-4-204 (power to exact charges, fees, and tolls and to provide rules and regulations covering the use of airports), and Sections 3-1-2(b) and 3-1-2(l)(3) of the Pueblo Municipal Code. All Leases, Licenses, Permits, and other Agreements authorizing the use of Airport property and facilities shall require compliance with these Minimum Standards.

The privilege of using the Airport and any and all of its facilities shall be conditioned on the assumption of full responsibility and risk by the user thereof. The City reserves the right to claim immunity from liability in connection with its operation of the Airport and to assert any defense available, including immunity or defenses pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., as amended.

References and citations in these Minimum Standards to statutes, regulations, policies, and guidelines include any amendments adopted after the City's adoption of these Minimum Standards.

2.02 – Purpose

The purpose of these Minimum Standards is to: (a) encourage and promote the consistent provision of quality commercial aeronautical products, services, and facilities at the Airport; (b) promote safety and security in all Airport activities; (c) protect Airport users from unlicensed and unauthorized products and services; (d) enhance the availability of adequate services for all Airport users; (e) promote the orderly development of Airport land; (f) provide a clear and objective distinction between service providers that will provide a satisfactory level of service and those that will not; and (g) prevent disputes between aeronautical service providers.

2.03 – Exclusive Rights and Sponsor Assurances

In accordance with 49 U.S.C. §§ 40103(e) and 47107(a), C.R.S. § 41-4-201, and Grant Assurance 23, the granting of rights or privileges to engage in Commercial Aeronautical Activities shall not be construed as affording any Entity an exclusive right, other than the exclusive use of the land and Improvements that may be leased to an Entity and then

only to the extent provided in an Agreement. The presence of only one Operator engaged in a particular activity does not, in and of itself, indicate that an exclusive right has been granted. It is the policy of the City not to enter into or promote any understanding, commitment, or Agreement to exclude other qualified Entities from engaging in Commercial Aeronautical Activities at the Airport.

2.04 – Applicability

These Minimum Standards apply to any Entity proposing to conduct or conducting a Commercial Aeronautical Activity at the Airport, including Fixed Base Operators and Specialized Aviation Service Operators. These Minimum Standards do not apply to: (a) the City itself; (b) scheduled Air Carrier operations governed by a separate airline operating agreement; (c) military operations; or (d) Self-Service by aircraft owners or operators, which is governed by Section 3.16 of these Minimum Standards and the Airport Rules and Regulations.

2.05 – Relationship to Other Documents

These Minimum Standards are subordinate to the Grant Assurances and all federal obligations applicable to the Airport. These Minimum Standards supplement the Airport Rules and Regulations and are incorporated into all Leases, Licenses, and Permits. In the event of a conflict between these Minimum Standards and any other Airport policy, standard, rule, or regulation, the provision that establishes the higher or stricter standard shall prevail, unless a variance is granted pursuant to Section 3.19.

2.06 – Amendment

The City may amend these Minimum Standards from time to time as conditions require. Before these Minimum Standards are amended, all Operators at the Airport shall be given written notice of the proposed amendments. A public comment period of not less than fourteen (14) or more than thirty (30) days after the date of written notice shall be provided. The City Council shall adopt amendments by ordinance.

SECTION 3 – GENERAL REQUIREMENTS

All Operators engaging in Commercial Aeronautical Activities at the Airport shall comply with, or exceed, the requirements of this Section as well as the minimum standards applicable to each activity as set forth in subsequent sections.

3.01 – Capability and Experience

All Operators shall demonstrate, to the satisfaction of the Airport Manager, the financial capability and technical competence to pay all rents, fees, and charges owed to the City; to develop and maintain the required land and Improvements; to procure and maintain the required vehicles, equipment, and aircraft; to employ required personnel; and to engage in the proposed Commercial Aeronautical Activities in a safe, secure, and professional manner.

3.02 – Agreement Required

No Entity shall engage in any Commercial Aeronautical Activity at the Airport without a Lease, License, or Permit authorizing such activity. No Agreement shall reduce or limit an Operator's obligations with respect to complying with these Minimum Standards. All Agreements shall contain all provisions required by the FAA as a condition of any federal grant to the City for the Airport.

3.03 – Application Process

A prospective Operator shall submit to the Airport Manager a written application (in the form provided as Attachment B or as otherwise prescribed by the Airport Manager) that includes: (a) the applicant's name, address, telephone number, and legal form of organization, including the identity of all persons holding an ownership interest of ten percent (10%) or greater; (b) a detailed description of the proposed scope of services, means, and methods of operation; (c) the proposed commencement date and term of operation; (d) the amount, size, and location of land and Improvements to be leased or constructed; (e) the number and type of aircraft to be provided; (f) the number, names, and qualifications of personnel; (g) the proposed hours of operation; (h) evidence of financial capability to initiate operations, construct proposed Improvements, and provide working capital, including a cash flow projection for the first three years; (i) the types and amounts of insurance coverage to be maintained; and (j) such additional information as may be requested by the Airport Manager.

3.04 – Payment of Rents, Fees, and Charges

Operators shall pay all rents, fees, and other charges on time as specified by the City for engaging in Commercial Aeronautical Activities. The City may enforce the payment of any amount due by any legal means available to the City under the Agreement or applicable law.

3.05 – Leased Premises

Operators shall lease or sublease an area of adequate and appropriate size, shape, and location to provide for the proposed Commercial Aeronautical Activities. The Airport Manager shall designate the specific Airport areas in which specific aeronautical services may be conducted, considering the nature and extent of the operation, the land and Improvements available, and the orderly and safe operation of the Airport. All construction or alteration of Improvements must be approved in advance by the Airport Manager and shall comply with all applicable building codes, FAA requirements (including 14 CFR Part 77), and City requirements. Operators shall maintain all Leased Premises, including all related appurtenances, landscaping, paved areas, and installed equipment, in a clean, neat, orderly, and fully operational condition, normal wear and tear excepted.

3.06 – Subleasing

If an Operator desires to sublease space to another Entity to provide one or more Commercial Aeronautical Activities, the Operator must obtain the written approval of the City. The sublessee must apply for and obtain a License to operate at the Airport and

must independently satisfy the applicable Minimum Standards for the proposed Commercial Aeronautical Activity.

3.07 – Products, Services, and Facilities

Consistent with Grant Assurance 22 (Economic Nondiscrimination), Operators shall: (a) provide products, services, and facilities on a reasonable and not unjustly discriminatory basis to all Airport users; and (b) charge reasonable and not unjustly discriminatory prices for each product, service, or facility. Operators may provide reasonable and nondiscriminatory discounts, rebates, or other similar price reductions to volume purchasers. Upon request, an Operator shall submit a schedule of its product, service, and facility pricing to the Airport Manager.

3.08 – Licenses, Permits, Certifications, and Ratings

Prior to engaging in any Commercial Aeronautical Activity, the Operator shall obtain and maintain, at its sole cost and expense, all licenses, permits, certifications, and ratings required by the FAA, TSA, the State of Colorado, the City, or any other governmental authority having jurisdiction. Copies of such documents shall be made available to the Airport Manager upon request.

3.09 – Personnel

Operators shall have in their employ, on duty, and immediately available during hours of activity, properly trained and qualified personnel in such numbers as are required to comply with these Minimum Standards and to meet the reasonable demands of customers for each of the Operator's activities. The Operator shall provide a responsible person authorized to act on its behalf, together with after-hours contact information, to the Airport Manager. This list shall be updated within five (5) business days of any change.

3.10 – Aircraft, Equipment, and Vehicles

Operators shall own, lease, or otherwise have access to aircraft, equipment, and vehicles sufficient to provide the applicable aeronautical services promptly on demand. All aircraft, equipment, and vehicles shall be maintained in safe operating condition and in compliance with applicable OSHA, state, and local safety standards.

3.11 – Hours of Activity

Operators' services shall be offered during hours that meet the reasonable demand of customers for the activities. Hours of activity and contact information for after-hours service shall be clearly posted in public view using appropriate and professional signage.

3.12 – Security

Operators shall comply with the Airport Security Program and all applicable requirements of 49 CFR Part 1542 and the Airport Rules and Regulations. Operators shall designate a primary and secondary security contact and provide 24-hour telephone numbers for both individuals to the Airport Manager. Operators are responsible for the compliance of their employees, vendors, agents, and invitees with the Airport Security Program.

3.13 – Insurance

Operators shall procure, maintain, and pay all premiums for insurance of the types and in the minimum amounts specified in Attachment A for each Commercial Aeronautical Activity conducted. All insurance companies shall be licensed to do business in the State of Colorado. All required insurance policies shall name the City of Pueblo and its officers, employees, and agents as additional insureds. Operators shall furnish certificates of insurance to the Airport Manager and shall provide not less than thirty (30) days' advance written notice to the Airport Manager of any cancellation, material change, or reduction in coverage. Lapse of required insurance coverage shall be grounds for denial of access to the Airport and may constitute a default under the Operator's Agreement. The Operator shall also furnish evidence of compliance with Colorado workers' compensation and unemployment insurance requirements, where applicable.

3.14 – Indemnification

Operators shall protect, defend, indemnify, and hold harmless the City, its officers, employees, and agents from and against any and all liabilities, losses, suits, claims, judgments, fines, or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs of investigation and defense, arising out of or incident to the Agreement, the use or occupancy of the Leased Premises, or the acts or omissions of the Operator, its officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, unless caused by the sole negligence of the City. The City shall give the Operator reasonable notice of any claims or actions, and the Operator shall have the right to defend the same to the extent of its own interest. The obligations of this Section shall be subject to the limitations and immunities provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., as amended. The provisions of this Section shall survive the expiration or early termination of the Agreement.

3.15 – Environmental Compliance

Operators shall comply at all times with all applicable federal, state, and local environmental laws and regulations, including those administered by the United States Environmental Protection Agency, the Colorado Department of Public Health and Environment, and the City. No substances likely to impair the operation of sewage, stormwater, or drainage systems shall be placed therein, nor shall oils, greases, detergents, or other liquid wastes be disposed of by pouring on the ground. Operators engaged in fueling activities shall develop, maintain, and comply with a Spill Prevention, Control, and Countermeasure (SPCC) Plan meeting the requirements of 40 CFR Part 112. Operators shall comply with the Airport's Storm Water Management Plan and Spill Prevention Control and Countermeasure Plan as required by Section 3-1-2(I)(1) of the Pueblo Municipal Code.

3.16 – Right to Self-Service

In accordance with Grant Assurances 22 and 23, an aircraft owner or the aircraft owner's employees may perform Self-Service activities (including self-fueling, maintenance, repair, and cleaning) on the aircraft owner's own aircraft, using the aircraft owner's own

equipment and resources. Self-Service is not a Commercial Aeronautical Activity and is not subject to the commercial requirements of these Minimum Standards. Self-Service activities shall be conducted in compliance with the Airport Rules and Regulations and all applicable federal, state, and local laws and regulations. Self-Service activities may not be contracted out to a third party. Upon request, the aircraft owner shall provide proof (such as payroll records) that individuals engaging in Self-Service activities are employees of the aircraft owner. No Operator is required or obligated to allow an aircraft owner to engage in Self-Service activities on the Operator's exclusive Leased Premises.

3.17 – Through-the-Fence Operations

Through-the-Fence operations are prohibited at the Airport except as specifically authorized by the Airport Manager in accordance with Section 3-1-2(k) of the Pueblo Municipal Code. The City's obligation to make the Airport available for the use and benefit of the public does not require the City to permit ground access by aircraft from adjacent property.

3.18 – Multiple Activities

When more than one Commercial Aeronautical Activity is conducted by an Operator at the Airport, the minimum requirements shall vary depending upon the nature of each activity and combination of activities but shall not necessarily be cumulative. In cases of overlap, the highest applicable standard shall govern.

3.19 – Variance or Exemption

The Airport Manager may, but is not obligated to, approve variances or exemptions to these Minimum Standards when unique circumstances require. Requests for variance or exemption shall be submitted in writing to the Airport Manager and shall identify: (a) the specific provision for which the variance or exemption is sought; (b) the reason for the request; (c) the anticipated impact on the Airport, other Operators, and the public; and (d) the proposed duration. The Airport Manager shall issue a written decision within ninety (90) calendar days from receipt of a complete written request. The decision shall be reasonable, not unjustly discriminatory, and consistent with prior decisions involving similar circumstances. Approval of a variance or exemption shall apply only to the particular case for which it is granted and shall not amend or alter these Minimum Standards.

3.20 – Enforcement

In the event an Operator fails to comply with these Minimum Standards, the Airport Manager shall send a written notice of violation to the Operator at its last known address. The Operator shall have ten (10) business days from the date of receipt of the notice to provide a written statement to the Airport Manager explaining why the violation occurred and to advise the Airport Manager that the violation has been corrected. Failure to cure within the allotted time may result in suspension or revocation of the Operator's privileges. The Airport Manager may suspend an Operator's operations immediately, without prior notice, when necessary to protect public safety or Airport security.

3.21 – Appeals

Any Entity aggrieved by a decision of the Airport Manager under Sections 3.19 or 3.20 may appeal such decision in writing to the Director of Aviation within ten (10) business days after the decision is issued. The Director of Aviation shall respond in writing within ten (10) business days of receipt of the appeal, or within ten (10) business days after receipt of any additional information requested. The Director's written determination shall be final and conclusive. Unless the Entity's Agreement is suspended or revoked under Section 3.20, the Entity shall continue performance of its Agreement during the pendency of any appeal.

3.22 – Nondiscrimination

In accordance with Grant Assurance 22 (Economic Nondiscrimination) and Grant Assurance 30 (Civil Rights), all Operators shall: (a) furnish their accommodations and services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; (b) conduct their operations in compliance with all requirements of Title VI of the Civil Rights Act of 1964, 49 CFR Part 21, 49 CFR Part 23, 49 CFR Part 26, and the Americans with Disabilities Act; and (c) ensure that no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in connection with any Commercial Aeronautical Activity at the Airport.

Noncompliance with nondiscrimination requirements, after notice and a reasonable opportunity to cure, shall constitute a material breach of the Operator's Agreement and may result in termination of the Agreement by the City.

All Leases, Licenses, and Permits shall include the following notification in all solicitations for bids and requests for proposals: "The City of Pueblo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award."

3.23 – General Lease and License Provisions

All Leases and Licenses shall include provisions addressing: (a) operation of leased premises for the use and benefit of the public; (b) prohibition of exclusive rights; (c) the City's right to further develop the Airport; (d) the City's right to maintain the Airport; (e) a right of flight reservation for the passage of aircraft; (f) prohibition of Airport obstructions or hazards, including compliance with 14 CFR Part 77; (g) compliance with all applicable laws, including the Airport Security Program, Airport Certification Manual, and Airport Rules and Regulations; (h) the City's right of entry; (i) conditions of termination; (j) restrictions on assignment, including a requirement of prior written City consent; and (k) subordination to federal obligations, including existing and future agreements between

the City, the State of Colorado, and the United States relative to the development, operation, or maintenance of the Airport.

3.24 – Flying Clubs

A Flying Club that complies with this Section is exempt from the commercial requirements of these Minimum Standards. A Flying Club must be a nonprofit or not-for-profit entity. Each member must be a bona fide owner of an equal share of the club's aircraft or an equal stockholder. The club may not derive greater revenues from the use of its aircraft than the amount necessary for actual operation, maintenance, and replacement of its aircraft. Club aircraft may not be used for commercial operations, including flight instruction for compensation. The club shall file with the Airport Manager, and update annually, a complete set of organizational documents and a current membership list. Insurance shall be provided in the amounts specified in Attachment A. The City may review filed documents for evidence that a purported Flying Club is an attempt to evade these Minimum Standards. Violations not corrected within fifteen (15) days of written notice may result in any action deemed advisable by the City.

SECTION 4 – FIXED BASE OPERATOR

4.01 – Introduction

A Fixed Base Operator is an Entity maintaining facilities at the Airport for the purpose of providing multiple commercial aeronautical services, including: (a) the retail sale of aviation fuels; (b) aircraft line services; and (c) aircraft airframe and engine repair and maintenance services. An FBO may also engage in any SASO activity authorized in its Lease or License.

4.02 – Scope of Activity

An FBO shall provide the following services at a minimum: (a) the retail sale of aviation fuels (Jet A and 100LL or equivalent), lubricants, and related petroleum products; (b) aircraft parking, tie-down, and hangar storage; (c) crew and passenger lounge facilities, including public restrooms and telephone access; (d) loading, unloading, towing, and ground handling of aircraft; (e) de-icing service; (f) engine preheating; (g) aircraft starting and ground power services; (h) tire inflation and repair; (i) oxygen servicing; (j) flight planning resources; (k) properly trained attendants to direct aircraft to parking areas, tie down aircraft, fuel aircraft, and provide prompt and courteous line service; and (l) aircraft airframe and engine repair and maintenance services as described in Section 5.

4.03 – Leased Premises

An FBO shall lease an area adequate to accommodate its required services, including: (a) a permanent building of sufficient size to house FBO operations, including hangar space for aircraft maintenance and storage; (b) an additional area of not less than 2,500 square feet for general administration, passenger and crew area, restrooms, and telephone facilities; (c) an aircraft ramp area of adequate size adjacent to the FBO hangar and administrative building to handle aircraft parking, transient aircraft needs, and aircraft movement in and out of hangar areas; (d) adequate on-site automobile parking; and (e)

proper signage as approved by the Airport Manager. Restrooms shall be conveniently located, accessible to passengers and crews, free of charge, heated, and ventilated, and maintained in a clean and sanitary condition.

4.04 – Fuel Storage

The FBO shall maintain an adequate inventory of at least two grades of aviation fuel (Jet A and 100LL or equivalent). Minimum fuel storage capacity shall be established by the Airport Manager based on actual and anticipated demand at the Airport. The FBO shall maintain a current SPCC Plan and shall comply with AC 150/5230-4C, ATA Specification 103, and all applicable federal, state, and local fuel handling regulations. Fuel quality control is the responsibility of the FBO. The FBO shall maintain current fuel quality reports on file and shall make them available for inspection by the Airport Manager at any time.

4.05 – Fueling Reports

The FBO shall submit monthly fuel dispensing reports to the Airport Manager in such form and detail as the Airport Manager may require.

4.06 – Fueling Equipment

The FBO shall provide mobile or fixed fuel dispensing equipment with metered, filtered dispensers for each grade of fuel offered, capable of servicing all types of general aviation aircraft in an efficient and safe manner. Separate dispensing equipment for each grade of fuel is required. All fueling equipment shall comply with NFPA 407, applicable fire codes, and all federal, state, and local laws and regulations pertaining to fire safety. The FBO shall install and use adequate electrical grounding facilities at fueling locations and shall provide approved types of fire extinguishers commensurate with the hazards involved. All FBO fueling services and systems shall be subject to inspection by the Airport Manager and the appropriate state and local fire authority.

4.07 – Other Vehicles and Equipment

The FBO shall have at least: (a) one aircraft tug or vehicle capable of providing towing services for the typical aircraft using the Airport; (b) one ground power unit; (c) one de-icing unit; (d) proper equipment for repairing and inflating aircraft tires, servicing struts, changing engine oil, servicing oxygen systems, washing aircraft, and recharging or energizing discharged aircraft batteries; and (e) adequate tie-down equipment, including ropes, chains, restraining devices, and wheel chocks. All equipment shall be maintained and operated in compliance with OSHA and applicable state and local safety standards.

4.08 – Hours of Activity

The FBO shall provide services from dawn to dusk, seven days per week, and shall be available on call at all other times. Sales of fuel and lubricants and into-plane delivery of aviation fuels shall be available at a minimum from dawn to dusk, seven days per week, and on call at all other times.

4.09 – Employees

The FBO shall employ and have on duty during all operating hours trained personnel in such numbers as are required to meet the Minimum Standards in an efficient manner for each aeronautical service being performed. The FBO shall have available or on call at least one (1) FAA-certificated airframe and powerplant mechanic during regular business hours, not less than eight (8) hours per day, five (5) days per week. The FBO shall provide trained line service personnel during all operating hours.

4.11 – Aircraft Removal

The FBO shall be prepared and have personnel trained, along with necessary equipment, to assist in the removal of disabled aircraft from Airport movement areas as directed by the Airport Manager.

4.12 – Insurance

The FBO shall procure and maintain insurance in the types and minimum amounts specified in Attachment A for Fixed Base Operators.

SECTION 5 – AIRCRAFT MAINTENANCE OPERATOR (SASO)

5.01 – Introduction

An Aircraft Maintenance Operator is an Entity providing one or a combination of airframe and powerplant repair services.

5.02 – Leased Premises

An Aircraft Maintenance Operator shall lease or sublease an area adequate to provide hangar space for at least one (1) aircraft upon which maintenance is being performed, shop space to house required equipment, and additional space for office, restrooms, customer lounge, and telephone facilities. On-site automobile parking and a paved aircraft apron, all within the Leased Premises, shall be provided.

5.03 – Licenses and Certification

The Operator shall maintain all FAA certificates, repair station certificates, and ratings applicable to the operations conducted. The Operator shall have in its employ, and on duty during operating hours, at least one (1) person currently certificated by the FAA with ratings appropriate to the work being performed.

5.04 – Employees

The Operator shall have in its employ trained personnel in such numbers as are required to meet the Minimum Standards in an efficient manner, but not less than one (1) FAA-certificated mechanic with ratings appropriate to the work being performed.

5.05 – Equipment

The Operator shall provide sufficient equipment, supplies, and availability of parts equivalent to that required for certification as an FAA-approved repair station.

5.06 – Hours of Activity

The Operator shall have its services available at least eight (8) hours per day, five (5) days per week. Hours of operation shall be posted.

5.07 – Insurance

The Operator shall procure and maintain insurance in the types and minimum amounts specified in Attachment A for AIRCRAFT MAINTENANCE OPERATOR.

SECTION 6 – AVIONICS AND INSTRUMENT MAINTENANCE OPERATOR (SASO)

6.01 – Introduction

An Avionics and Instrument Maintenance Operator is an Entity providing FAA-certified repair and installation services for aircraft radios, avionics, instruments, propellers, and accessories.

6.02 – Leased Premises

The Operator shall lease or sublease an area adequate to provide hangar space for at least one (1) aircraft, shop space for required equipment, and additional space for office, restrooms, customer lounge, and telephone facilities.

6.03 – Licenses and Certification

The Operator shall maintain the FAA repair station certificates applicable to the operations contemplated. The avionics portion of the services offered must maintain current FAA-designated repair station qualifications.

6.04 – Employees

The Operator shall have in its employ, and on duty during operating hours, trained personnel currently certificated by the FAA as radio, instrument, or propeller repairmen in such numbers as required.

6.05 – Hours of Activity

The Operator shall have its services available at least eight (8) hours per day, five (5) days per week.

6.06 – Insurance

The Operator shall procure and maintain insurance in the types and minimum amounts specified in Attachment A for AVIONICS AND INSTRUMENT MAINTENANCE OPERATOR.

SECTION 7 – AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR (SASO)

7.01 – Introduction

An Aircraft Rental or Flight Training Operator is an Entity engaged in the rental of aircraft to the public or in providing flight instruction, including dual and solo flight operations and related ground school instruction.

7.02 – Leased Premises

The Operator shall lease or sublease hangar space adequate to store the aircraft used in its operations. If the Operator elects to build a hangar, the minimum building shall be 1,000 square feet, with space for aircraft storage, office, classroom, briefing room, restrooms, and telephone facilities. Ground school and briefing/debriefing may be provided off-Airport or in leased hangars with permission of the Airport Manager but may not be provided in public areas of the Airport.

7.03 – Licenses and Certification

The Operator shall have available, on a full-time basis, at least one (1) flight instructor currently certificated by the FAA to provide the type of flight training offered. Flight training programs operating under 14 CFR Part 141 shall maintain all required FAA approvals.

7.04 – Employees

The Operator shall have available at least one (1) FAA-certificated flight instructor and, on call on a part-time basis, at least one (1) FAA-certificated ground instructor. The same person may serve both functions.

7.05 – Equipment

The Operator shall have available for use, either owned or under written lease, a sufficient number of properly certificated aircraft to handle the proposed scope of operations, but not less than one (1) properly certificated aircraft.

7.06 – Hours of Activity

The Operator shall have published hours of operation.

7.07 – Insurance

The Operator shall procure and maintain insurance in the types and minimum amounts specified in Attachment A for AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR.

SECTION 8 – AIRCRAFT SALES OPERATOR (SASO)

8.01 – Introduction

An Aircraft Sales Operator is an Entity engaged in the sale of new or used aircraft through franchise, dealership, distributorship, or otherwise, and providing such repair, services, and parts as necessary to meet any guarantee or warranty on aircraft sold.

8.02 – Leased Premises

The Operator shall lease or sublease an area adequate to provide hangar space for aircraft display and storage, and additional space for office, restrooms, customer lounge, and telephone facilities.

8.03 – Equipment

The Operator shall provide necessary arrangements for the repair and servicing of aircraft for the duration of any sales guarantee or warranty period, which may be provided through written agreement with an on-Airport maintenance operator. The Operator shall provide an adequate inventory, or availability within 24 hours, of spare parts for the type of aircraft for which sales privileges are granted.

8.04 – Hours of Activity

The Operator shall have its services available on a basis consistent with demand and any applicable franchise agreement.

8.05 – Insurance

The Operator shall procure and maintain insurance in the types and minimum amounts specified in Attachment A for AIRCRAFT SALES OPERATOR.

SECTION 9 – AIRCRAFT STORAGE OPERATOR (SASO)

9.01 – Introduction

An Aircraft Storage Operator is an Entity that leases hangar or covered storage space from the City and makes such space available to third parties for aircraft storage on a commercial basis. An Aircraft Storage Operator does not provide maintenance, fueling, or other aeronautical services other than storage.

9.02 – Leased Premises

The Operator shall lease an area adequate to provide covered aircraft storage for the number and type of aircraft the Operator proposes to accommodate.

9.03 – Hours of Activity

The Operator’s facilities shall be accessible to tenants during hours that meet the reasonable demands of the storage operation.

9.04 – Insurance

The Operator shall procure and maintain insurance in the types and minimum amounts specified in Attachment A for AIRCRAFT STORAGE OPERATOR.

SECTION 10 – AIRCRAFT CHARTER OR MANAGEMENT OPERATOR (SASO)

10.01 – Introduction

An Aircraft Charter or Management Operator is an Entity providing air transportation of persons or property for hire on a charter, air taxi, or aircraft management basis, as defined and regulated by the FAA under 14 CFR Part 135.

10.02 – Leased Premises

The Operator shall lease or sublease an area adequate to provide hangar space for the aircraft used in its operations, and additional space for office, restrooms, customer lounge, and telephone facilities.

10.03 – Licenses and Certification

The Operator shall hold and maintain a current FAA Air Carrier Certificate (Part 135) or equivalent authorization for the operations conducted.

10.04 – Employees

The Operator shall have in its employ sufficient qualified operating crews and satisfactory ground personnel for checking in and ticketing passengers, handling luggage, and furnishing or arranging ground transportation.

10.05 – Equipment

The Operator shall have available for hire, either owned or under written lease, at least one (1) aircraft properly certificated and equipped for the proposed scope of operations.

10.06 – Hours of Activity

The Operator shall have published hours of activity.

10.07 – Insurance

The Operator shall procure and maintain insurance in the types and minimum amounts specified in Attachment A for AIRCRAFT CHARTER OR MANAGEMENT OPERATOR.

SECTION 11 – OTHER SPECIALIZED AERONAUTICAL SERVICE OPERATOR (SASO)

11.01 – Introduction

This Section applies to any Commercial Aeronautical Activity not specifically addressed in Sections 5 through 10, including but not limited to: nonstop sightseeing flights, crop dusting, seeding, or spraying, banner towing and aerial advertising, aerial photography or survey, power line or pipeline patrol, firefighting, and any other commercial aeronautical operations.

11.02 – Leased Premises

The Operator shall lease or sublease an area adequate for its proposed operations, including sufficient hangar space for the aircraft and support equipment to be used, and additional space for office, restrooms, and telephone facilities.

11.03 – Licenses and Certification

The Operator shall obtain and maintain all FAA certificates and ratings required for the type of operations conducted.

11.04 – Employees

The Operator shall have in its employ trained personnel in such numbers as required to meet the Minimum Standards in an efficient manner.

11.05 – Equipment

The Operator shall provide and have based on its Leased Premises, either owned or under written lease, not less than one (1) airworthy aircraft suitably equipped for the type of operations to be performed. In the case of aerial application or other commercial use of chemicals, the Operator shall provide a centrally drained, paved area for all aircraft loading, unloading, washing, and servicing, constructed and operated in compliance with all applicable environmental laws and regulations. The Operator shall provide for the safe storage and containment of all chemical materials.

11.06 – Hours of Activity

The Operator shall have its services available during hours that meet the reasonable demand of customers.

11.07 – Insurance

The Operator shall procure and maintain insurance in the types and minimum amounts specified in Attachment A for OTHER SPECIALIZED AERONAUTICAL SERVICE OPERATOR.

SECTION 12 – COMMERCIAL AERONAUTICAL SERVICE PROVIDER PERMITS

12.01 – Introduction

This Section allows limited Commercial Aeronautical Activities to be conducted under a Commercial Aeronautical Service Provider Permit by individuals who do not maintain a leasehold interest at the Airport. The Permit process is strictly limited by the terms of these Minimum Standards, shall be evaluated on an ongoing basis by the City in light of the City's airport development goals and the Grant Assurances, and may be terminated by the City if the City determines that the Permit process conflicts with its airport development goals, the Grant Assurances, or FAA guidance.

12.02 – Flight Instruction Permits

A flight instructor may obtain a Permit to provide flight instruction at the Airport, subject to the following conditions: (a) the instructor must apply to the Airport Manager and provide proof of current FAA flight instructor certification and proof of insurance in the minimum amounts specified in Attachment A; (b) the instructor must pay the required Permit fee as established by the City; (c) flight instruction under a Permit is limited to a maximum of one

hundred (100) hours per year of flight time, measured by Hobbs meter reading, per individual instructor; (d) ground school and briefing/debriefing may be provided on or off Airport, but may not be provided in public areas of the Airport and may be provided in leased hangars only with permission of the Airport Manager; (e) each instructor holding a Permit shall allow the Airport Manager to inspect logbooks periodically to verify compliance with the hour limitation; and (f) the Permit does not create any property right or other right in the Airport and is fully revocable by the City.

12.03 – Aircraft Mechanic Permits

An aircraft mechanic may obtain a Permit to provide aircraft mechanic services at the Airport, subject to the following conditions: (a) the mechanic must apply to the Airport Manager and provide proof of current FAA certification appropriate to the proposed work and proof of insurance in the minimum amounts specified in Attachment A; (b) the mechanic must pay the required Permit fee as established by the City; (c) services under a Permit are limited to a maximum of one hundred (100) hours per year per individual mechanic, performed in an area approved on a case-by-case basis by the Airport Manager; (d) each mechanic holding a Permit must provide notice to the Airport Manager when beginning and completing work under the Permit; (e) painting of aircraft, services requiring use of hazardous substances or noxious chemicals, or any service involving risk of fire, explosion, or environmental damage may not be performed under a Permit unless performed by a Permit holder working under a subcontract with an FBO or SASO on that Operator's Leased Premises; (f) failure to notify the Airport Manager before beginning work constitutes noncompliance and is cause for revocation or suspension of the Permit; and (g) the Permit does not create any property right or other right in the Airport and is fully revocable by the City.

12.04 – Ground Handling Services Permits

A commercial Entity may obtain a Permit to provide ground handling services at the Airport, including both above-wing passenger services and below-wing aircraft services, subject to the following conditions: (a) the Entity must apply to the Airport Manager, identifying the categories of services to be provided and providing proof of insurance in the minimum amounts specified in Attachment A; (b) the Entity must pay the required Permit fee as established by the City; (c) the Entity shall coordinate ramp operations with the FBO and any other ground handling provider servicing the same Aircraft and shall not interfere with the operations of other Airport tenants; (d) the Permit does not authorize aircraft fueling, deicing fluid application, or Aircraft maintenance, each of which requires a separate authorization; (e) failure to comply with the conditions of the Permit is cause for suspension or revocation; and (f) the Permit does not create any property right or other right in the Airport and is fully revocable by the City.

12.05 – General Permit Conditions

Permits do not establish any right to provide aeronautical services through-the-fence. The City may terminate the Permit program at any time if the City determines, in its sole discretion, that the program conflicts with the City's airport development goals, the Grant Assurances, or if the FAA advises the City that such a conflict exists.

ATTACHMENT A
SCHEDULE OF MINIMUM INSURANCE REQUIREMENTS

All limits are per occurrence unless otherwise stated. The City of Pueblo, its officers, employees, and agents shall be named as additional insured on all policies except workers' compensation.

A. FIXED BASE OPERATOR

Commercial General Liability: $[5,000,000] CSL

Aircraft Liability (including passengers): $[5,000,000] CSL

Hangarkeeper's Liability: $[5,000,000] per occurrence

Products and Completed Operations Liability: $[5,000,000]

Pollution/Environmental Liability: $[2,000,000]

Business Automobile Liability: $[5,000,000] CSL

Workers' Compensation: Statutory

Property Insurance: 80% of full insurable value (buildings and contents)

B. AIRCRAFT MAINTENANCE OPERATOR

Commercial General Liability: $[2,000,000] CSL

Hangarkeeper's Liability: $[2,000,000]

Products and Completed Operations Liability: $[2,000,000]

Business Automobile Liability: $[5,000,000] CSL

Workers' Compensation: Statutory

C. AVIONICS/INSTRUMENT MAINTENANCE OPERATOR

Commercial General Liability: $[2,000,000] CSL

Hangarkeeper's Liability: $[1,000,000]

Products and Completed Operations Liability: $[2,000,000]

Business Automobile Liability: $[5,000,000] CSL

Workers' Compensation: Statutory

D. AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR

Commercial General Liability: $[2,000,000] CSL

Aircraft Liability (including passengers and students): $[2,000,000] CSL

Hangarkeeper’s Liability: $[1,000,000]
Workers’ Compensation: Statutory

E. AIRCRAFT SALES OPERATOR

Commercial General Liability: $[2,000,000] CSL
Aircraft Liability: $[2,000,000] CSL
Hangarkeeper’s Liability: $[1,000,000]
Products Liability: $[1,000,000]

F. AIRCRAFT STORAGE OPERATOR

Commercial General Liability: $[2,000,000] CSL
Hangarkeeper’s Liability: $[2,000,000]
Property Insurance: 80% of full insurable value

G. AIRCRAFT CHARTER OR MANAGEMENT OPERATOR

Commercial General Liability: $[2,000,000] CSL
Aircraft Liability (including passengers): $[5,000,000] CSL
Hangarkeeper’s Liability: $[1,000,000]
Business Automobile Liability: $[5,000,000] CSL
Workers’ Compensation: Statutory

H. OTHER SPECIALIZED AERONAUTICAL SERVICE OPERATOR

Commercial General Liability: $[2,000,000] CSL
Aircraft Liability: $[2,000,000] CSL
Hangarkeeper’s Liability: $[1,000,000]
Products Liability (if applicable): $[1,000,000]
Pollution/Environmental Liability (if applicable): $[1,000,000]
Workers’ Compensation: Statutory

I. COMMERCIAL AERONAUTICAL SERVICE PROVIDER PERMIT HOLDERS

Aircraft Liability (including passengers/students): $[1,000,000] CSL
Commercial General Liability: $[1,000,000] CSL

J. FLYING CLUBS

Aircraft Liability (including passengers; club members must be named insured): $[1,000,000] CSL

K. MOTOR VEHICLE OPERATIONS ON AIRPORT

Motor Vehicle Liability: $[1,000,000] CSL

L. GROUND HANDLING SERVICES PERMIT HOLDERS

Commercial General Liability (with aviation hazards endorsement): $[5,000,000] CSL

Business Automobile Liability: $[5,000,000] CSL

Aircraft Ground Servicing Liability (damage to non-owned Aircraft during servicing): $[5,000,000] per occurrence

Workers' Compensation: Statutory

ATTACHMENT B

COMMERCIAL AERONAUTICAL ACTIVITY APPLICATION

Applicants seeking to conduct Commercial Aeronautical Activities at Pueblo Memorial Airport shall complete this application and submit it to the Airport Manager. All fields must be completed. Incomplete applications will be returned.

1. Applicant name, address, telephone number, email:

_____

2. Legal form of organization (individual, partnership, LLC, corporation, etc.):

_____

3. If a business entity: names, addresses, and telephone numbers of all officers, directors, partners, members, or managers, and all persons holding an ownership interest of 10% or greater:

_____

4. Description of the proposed Commercial Aeronautical Activity (identify applicable Section of the Minimum Standards):

_____

5. Proposed commencement date and requested term:

_____

6. Description of the land, buildings, and Improvements proposed to be leased or constructed:

_____

7. Number and type of aircraft to be provided (if applicable):

_____

8. Number and qualifications of personnel to be employed:

_____

9. Proposed hours of operation:

_____

10. Types and amounts of insurance coverage to be maintained:

_____

11. Evidence of financial capability (attach cash flow and profit/loss projection for the first three years of proposed operation):

_____

12. Statement of prior experience in the management and operation of the proposed services:

_____

13. If any person or entity with an ownership or management interest in the applicant has a direct or indirect interest in any other commercial operation at the Airport, provide complete information about the nature and extent of such interest:

_____

14. Additional information (attach additional sheets as necessary):

_____

I certify that the information provided in this application is true and correct to the best of my knowledge.

_____ _____

Signature of Applicant Date

_____

Printed Name and Title

EXHIBIT A

PUEBLO MEMORIAL AIRPORT

MINIMUM STANDARDS
FOR
COMMERCIAL AERONAUTICAL ACTIVITIES

Adopted by the City Council of the City of Pueblo

Ordinance No. _____

_____, 2026

Pueblo Memorial Airport
31201 Bryan Circle, Pueblo, Colorado 81001
(719) 553-2760

SECTION 1 – DEFINITIONS

1.01 Aeronautical Activity – Shall mean any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on airports, include, but are not limited to, the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities. Activities such as model aircraft and model rocket operations are not aeronautical activities.

1.02 Agreement – Shall mean written contract (e.g., lease agreement, permit, etc.) enforceable by law between the City and another entity transferring rights or interest in land and/or Improvements and/or authorizing the conduct of certain Activities.

1.03 Air Carrier – Shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(h).

1.04 Aircraft – Shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(g).

1.05 Airport – Shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(a).

1.06 Airport Manager – Shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(d).

1.07 Air Operations Area (AOA) – Shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(c).

1.08 Airport Rules and Regulations – The rules and regulations governing use of Pueblo Memorial Airport as adopted and amended by the City.

1.09 Airport Security Program (ASP) – Shall mean the sensitive security information (SSI) provided in the Airport Security Program required by 49 CFR Part 1542 and approved by the TSA, that describes the security requirements that must be implemented at the Airport. The current ASP is on file in the Airport Administration office.

1.10 Based Aircraft – Shall mean an aircraft that is operational and airworthy, and which is based at the Airport for a majority of the year. To be considered a Based Aircraft, the aircraft must be: (1) an aircraft that has an agreement with Pueblo Memorial Airport or an FBO for storage or parking at PUB; (2) an aircraft that spends a majority of the year at Pueblo Memorial Airport; (3) an aircraft that is not Abandoned; and (4) an aircraft that has a valid/current FAA airworthiness certificate.

1.11 City – The City of Pueblo, Colorado, a Colorado municipal corporation.

1.12 Commercial Aeronautical Activity – Shall mean any Aeronautical Activity conducted at or out of the Airport by any Entity involving: (1) the exchange, trading, buying, hiring, providing, or selling of commodities, goods, services, or property on the Airport; (2) engaging in an activity on the Airport for the purpose of securing revenue, earnings, income, barter, and/or compensation, whether or not such revenue, earnings, income, barter, and/or compensation are ultimately exchanged, obtained, or transferred; or (3) the offering or exchange of any product, service, or facility on the Airport as a part of other revenue, earnings, income, and/or compensation producing activity on or off the Airport. An activity conducted by a nonprofit, charitable, or tax-exempt entity is not exempt from this definition solely by reason of that status if the activity

otherwise meets the criteria above; however, such entities are exempt from FBO and SASO minimum standards to the extent consistent with Grant Assurance 22 and these Minimum Standards.

~~**1.13 Commercial Self-Service Fueling** – A fueling concept that enables a pilot to fuel an aircraft from a commercial fuel pump installed for that purpose by an FBO or the City. The fueling facility may or may not be attended~~. **1.13 Commercial Self-Service Fueling** – A fueling concept that enables a pilot to fuel an aircraft from a commercial fuel pump installed for that purpose by an FBO, the City or other Operator authorized to sell retail Self-Service Fuel. The fueling facility may or may not be attended.

1.14 Director of Aviation – Also known as Airport Director and shall mean the Director of Pueblo Memorial Airport, City of Pueblo Director of Aviation as appointed by the City of Pueblo, any duly authorized successor City department thereto, or the Director's designee. As used in these Minimum Standards, "Director of Aviation" is synonymous with "Airport Manager" as that term is used in Pueblo Municipal Code Chapter 3-1.

1.15 Entity - Shall mean a person, persons, firm, partnership, limited liability partnership or corporation; agency; unincorporated proprietorship; association or group, or corporation.

1.16 FAA – Shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(f).

1.17 FIXED BASE OPERATOR (FBO) shall mean a commercial business granted by the airport sponsor that maintains and operates facilities at the Airport for the purpose of providing multiple commercial aeronautical services, including the retail sale of aviation fuels, aircraft line services, and aircraft airframe and engine repair and maintenance.

1.18 Flying Club – Shall mean any organization or group that is a nonprofit entity organized for the express purpose of providing its members with an Aircraft or several Aircraft for their personal use and enjoyment. Aircraft must be vested in the name of the Flying Club owners on a pro-rata basis, and the club may not derive greater revenue from the use of the Aircraft than the cost to operate, maintain, and replace the Aircraft. Consistent with PMC § 3-1-2(d), every Flying Club shall file with the Director of Aviation, and keep current, a complete list of club membership. If the Director of Aviation has reason to believe a club is being operated so as to fall within the definition of a Commercial Aeronautical Activity, the Director shall notify the club in writing. If the club fails to remedy the condition within thirty (30) days of such notice, the Director of Aviation shall reclassify the club's aircraft as a commercial operation, and the club shall thereafter be subject to all requirements applicable to Commercial Aeronautical Operators.

1.19 General Aviation – Shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(j).

1.20 Grant Assurances – The Airport Sponsor Assurances accepted by the City as a condition of receiving federal airport development grants, as amended from time to time, including the assurances prescribed by the FAA Reauthorization Act of 2024 (P.L. 118-63).

1.21 Improvements – All buildings, structures, additions, and facilities, including pavement, fencing, and landscaping, constructed, installed, or placed on, under, or above any land on the Airport and any item (excluding trade fixtures owned by Lessee) which is affixed to the Leased Premises or affixed to any improvement thereto and which cannot be removed without damage or injury to the Leased Premises or any other improvements.

1.22 Lease – Shall mean a written contract between the City of Pueblo and an Entity specifying the terms and conditions under which an Entity may occupy and operate from Airport facilities and/or property.

1.23 Leased Premises – Shall mean the land and/or improvements subject to a Lease between the Lessee and the City.

1.24 License – An Agreement that grants or otherwise authorizes the use of Airport land or building space by an FBO or SASO operating its facilities as a sublessee.

1.25 Minimum Standards – shall mean the qualifications, requirements, and conditions set forth herein as the minimum requirements to be met by an Operator engaged in Aeronautical Activity.

1.26 Operator – An Entity that has entered into a Lease, License, or Permit with the City to occupy, use, and/or develop land and/or Improvements in order to engage in Commercial Aeronautical Activities at the Airport.

1.27 Permit – A Commercial Aeronautical Service Provider Permit as described in Section 12 of these Minimum Standards, authorizing limited Commercial Aeronautical Activities without a leasehold interest.

1.28 Self-Service – Shall mean the fueling or servicing of an aircraft (including the right to tie down, adjust, repair, refuel, clean, and otherwise service an aircraft) by the owner of the aircraft with the owner's employees and using the owner's own equipment.

1.29 Specialized Aviation Service Operator (SASO) – An Operator authorized to provide one or a combination of Commercial Aeronautical Activities, to include, but not limited to, aircraft maintenance, flight training, Aircraft Rental, Aircraft Sales, Air Ambulance, Avionics Sales and Maintenance, and specialized flying services that does not include the retail sale of aviation fuels.

1.30 Through-the-Fence (TTF) – Shall mean commercial activities permitted by the City through an agreement allowing access to the public landing area to a licensed and insured independent entity or operator offering an aeronautical activity or to owners of aircraft based on land adjacent to the Airport but who do not commercially operate out of owned or leased property on the Airport's premises.

1.31 TSA – Shall mean Transportation Security Administration of the United States Department of Homeland Security, or any department or agency succeeding to its jurisdiction or function.

SECTION 2 – INTRODUCTION

2.01 – Authority

These Minimum Standards are promulgated under the authority of Article XX of the Colorado Constitution (home rule), C.R.S. § 41-4-201 (power to establish, operate, and regulate airports), C.R.S. § 41-4-204 (power to exact charges, fees, and tolls and to provide rules and regulations covering the use of airports), and Sections 3-1-2(b) and 3-1-2(l)(3) of the Pueblo Municipal Code. All Leases, Licenses, Permits, and other Agreements authorizing the use of Airport property and facilities shall require compliance with these Minimum Standards.

The privilege of using the Airport and any and all of its facilities shall be conditioned on the assumption of full responsibility and risk by the user thereof. The City reserves the right to claim immunity from liability in connection with its operation of the Airport and to assert any defense available, including immunity or defenses pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., as amended.

References and citations in these Minimum Standards to statutes, regulations, policies, and guidelines include any amendments adopted after the City's adoption of these Minimum Standards.

2.02 – Purpose

The purpose of these Minimum Standards is to: (a) encourage and promote the consistent provision of quality commercial aeronautical products, services, and facilities at the Airport; (b) promote safety and security in all Airport activities; (c) protect Airport users from unlicensed and unauthorized products and services; (d) enhance the availability of adequate services for all Airport users; (e) promote the orderly development of Airport land; (f) provide a clear and objective distinction between service providers that will provide a satisfactory level of service and those that will not; and (g) prevent disputes between aeronautical service providers.

2.03 – Exclusive Rights and Sponsor Assurances

In accordance with 49 U.S.C. §§ 40103(e) and 47107(a), C.R.S. § 41-4-201, and Grant Assurance 23, the granting of rights or privileges to engage in Commercial Aeronautical Activities shall not be construed as affording any Entity an exclusive right, other than the exclusive use of the land and Improvements that may be leased to an Entity and then only to the extent provided in an Agreement. The presence of only one Operator engaged in a particular activity does not, in and of itself, indicate that an exclusive right has been granted. It is the policy of the City not to enter into or promote any understanding, commitment, or Agreement to exclude other qualified Entities from engaging in Commercial Aeronautical Activities at the Airport.

2.04 – Applicability

These Minimum Standards apply to any Entity proposing to conduct or conducting a Commercial Aeronautical Activity at the Airport, including Fixed Base Operators and Specialized Aviation Service Operators. These Minimum Standards do not apply to: (a) the City itself; (b) scheduled Air Carrier operations governed by a separate airline operating agreement; (c) military operations; or (d) Self-Service by aircraft owners or operators, which is governed by Section 3.16 of these Minimum Standards and the Airport Rules and Regulations.

2.05 – Relationship to Other Documents

These Minimum Standards are subordinate to the Grant Assurances and all federal obligations applicable to the Airport. These Minimum Standards supplement the Airport Rules and Regulations and are incorporated into all Leases, Licenses, and Permits. In the event of a conflict between these Minimum Standards and any other Airport policy, standard, rule, or regulation, the provision that establishes the higher or stricter standard shall prevail, unless a variance is granted pursuant to Section 3.19.

2.06 – Amendment

The City may amend these Minimum Standards from time to time as conditions require. Before these Minimum Standards are amended, all Operators at the Airport shall be given written notice of the proposed amendments. A public comment period of not less than fourteen (14) or more than thirty (30) days after the date of written notice shall be provided. ~~The City Council shall adopt amendments by ordinance.~~The City Council shall adopt amendments to these Minimum Standards by ordinance, except that the administrative schedules identified in the adopting Ordinance may be amended by resolution as provided therein.

SECTION 3 – GENERAL REQUIREMENTS

All Operators engaging in Commercial Aeronautical Activities at the Airport shall comply with, or exceed, the requirements of this Section as well as the minimum standards applicable to each activity as set forth in subsequent sections.

3.01 – Capability and Experience

All Operators shall demonstrate, to the satisfaction of the Airport Manager, the financial capability and technical competence to pay all rents, fees, and charges owed to the City; to develop and maintain the required land and Improvements; to procure and maintain the required vehicles, equipment, and aircraft; to employ required personnel; and to engage in the proposed Commercial Aeronautical Activities in a safe, secure, and professional manner. The Airport Manager shall make this determination on the basis of the evidence required under Section 3.03, applying reasonable and objective criteria uniformly and without unjust discrimination to all similarly situated applicants, consistent with Grant Assurance 22.

3.02 – Agreement Required

No Entity shall engage in any Commercial Aeronautical Activity at the Airport without a Lease, License, or Permit authorizing such activity. No Agreement shall reduce or limit an Operator's obligations with respect to complying with these Minimum Standards. All Agreements shall contain all provisions required by the FAA as a condition of any federal grant to the City for the Airport.

3.03 – Application Process

A prospective Operator shall submit to the Airport Manager a written application (in the form provided as Attachment B or as otherwise prescribed by the Airport Manager) that includes: (a) the applicant's name, address, telephone number, and legal form of organization, including the identity of all persons holding an ownership interest of ten percent (10%) or greater; (b) a detailed description of the proposed scope of services, means, and methods of operation; (c) the proposed commencement date and term of operation; (d) the amount, size, and location of land and Improvements to be leased or constructed; (e) the number and type of aircraft to be provided; (f) the number, names, and qualifications of personnel; (g) the proposed hours of operation; (h) evidence of financial capability to initiate operations, construct proposed Improvements, and provide working capital, including a cash flow projection for the first three years; (i) the types and amounts of insurance coverage to be maintained; and (j) such additional information as may be requested by the Airport Manager.

3.04 – Payment of Rents, Fees, and Charges

Operators shall pay all rents, fees, and other charges on time as specified by the City for engaging in Commercial Aeronautical Activities. The City may enforce the payment of any amount due by any legal means available to the City under the Agreement or applicable law.

3.05 – Leased Premises

Operators shall lease or sublease an area of adequate and appropriate size, shape, and location to provide for the proposed Commercial Aeronautical Activities. The Airport Manager shall designate the specific Airport areas in which specific aeronautical services may be conducted, considering the nature and extent of the operation, the land and Improvements available, and the orderly and safe operation of the Airport. All construction or alteration of Improvements must be approved in advance by the Airport Manager and shall comply with all applicable building codes,

FAA requirements (including 14 CFR Part 77), and City requirements. Operators shall maintain all Leased Premises, including all related appurtenances, landscaping, paved areas, and installed equipment, in a clean, neat, orderly, and fully operational condition, normal wear and tear excepted.

3.06 – Subleasing

If an Operator desires to sublease space to another Entity to provide one or more Commercial Aeronautical Activities, the Operator must obtain the written approval of the City. The sublessee must apply for and obtain a License to operate at the Airport and must independently satisfy the applicable Minimum Standards for the proposed Commercial Aeronautical Activity.

3.07 – Products, Services, and Facilities

Consistent with Grant Assurance 22 (Economic Nondiscrimination), Operators shall: (a) provide products, services, and facilities on a reasonable and not unjustly discriminatory basis to all Airport users; and (b) charge reasonable and not unjustly discriminatory prices for each product, service, or facility. Operators may provide reasonable and nondiscriminatory discounts, rebates, or other similar price reductions to volume purchasers. Upon request, an Operator shall submit a schedule of its product, service, and facility pricing to the Airport Manager.

3.08 – Licenses, Permits, Certifications, and Ratings

Prior to engaging in any Commercial Aeronautical Activity, the Operator shall obtain and maintain, at its sole cost and expense, all licenses, permits, certifications, and ratings required by the FAA, TSA, the State of Colorado, the City, or any other governmental authority having jurisdiction. Copies of such documents shall be made available to the Airport Manager upon request.

3.09 – Personnel

Operators shall have in their employ, on duty, and immediately available during hours of activity, properly trained and qualified personnel in such numbers as are required to comply with these Minimum Standards and to meet the reasonable demands of customers for each of the Operator's activities. The Operator shall provide a responsible person authorized to act on its behalf, together with after-hours contact information, to the Airport Manager. This list shall be updated within five (5) business days of any change.

3.10 – Aircraft, Equipment, and Vehicles

Operators shall own, lease, or otherwise have access to aircraft, equipment, and vehicles sufficient to provide the applicable aeronautical services promptly on demand. All aircraft, equipment, and vehicles shall be maintained in safe operating condition and in compliance with applicable OSHA, state, and local safety standards.

3.11 – Hours of Activity

Operators' services shall be offered during hours that meet the reasonable demand of customers for the activities. Hours of activity and contact information for after-hours service shall be clearly posted in public view using appropriate and professional signage.

3.12 – Security

Operators shall comply with the Airport Security Program and all applicable requirements of 49 CFR Part 1542 and the Airport Rules and Regulations. Operators shall designate a primary and secondary security contact and provide 24-hour telephone numbers for both individuals to the

Airport Manager. Operators are responsible for the compliance of their employees, vendors, agents, and invitees with the Airport Security Program.

3.13 – Insurance

Operators shall procure, maintain, and pay all premiums for insurance of the types and in the minimum amounts specified in Attachment A for each Commercial Aeronautical Activity conducted. All insurance companies shall be licensed to do business in the State of Colorado. All required insurance policies shall name the City of Pueblo and its officers, employees, and agents as additional insureds. Operators shall furnish certificates of insurance to the Airport Manager and shall provide not less than thirty (30) days' advance written notice to the Airport Manager of any cancellation, material change, or reduction in coverage. Lapse of required insurance coverage shall be grounds for denial of access to the Airport and may constitute a default under the Operator's Agreement. The Operator shall also furnish evidence of compliance with Colorado workers' compensation and unemployment insurance requirements, where applicable.

3.14 – Indemnification

Operators shall protect, defend, indemnify, and hold harmless the City, its officers, employees, and agents from and against any and all liabilities, losses, suits, claims, judgments, fines, or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs of investigation and defense, arising out of or incident to the Agreement, the use or occupancy of the Leased Premises, or the acts or omissions of the Operator, its officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, unless caused by the sole negligence of the City. The City shall give the Operator reasonable notice of any claims or actions, and the Operator shall have the right to defend the same to the extent of its own interest. The obligations of this Section shall be subject to the limitations and immunities provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., as amended. The provisions of this Section shall survive the expiration or early termination of the Agreement.

3.15 – Environmental Compliance

Operators shall comply at all times with all applicable federal, state, and local environmental laws and regulations, including those administered by the United States Environmental Protection Agency, the Colorado Department of Public Health and Environment, and the City. No substances likely to impair the operation of sewage, stormwater, or drainage systems shall be placed therein, nor shall oils, greases, detergents, or other liquid wastes be disposed of by pouring on the ground. Operators engaged in fueling activities shall develop, maintain, and comply with a Spill Prevention, Control, and Countermeasure (SPCC) Plan meeting the requirements of 40 CFR Part 112. Operators shall comply with the Airport's Storm Water Management Plan and Spill Prevention Control and Countermeasure Plan as required by Section 3-1-2(I)(1) of the Pueblo Municipal Code.

3.16 – Right to Self-Service

In accordance with Grant Assurances 22 and 23, an aircraft owner or the aircraft owner's employees may perform Self-Service activities (including self-fueling, maintenance, repair, and cleaning) on the aircraft owner's own aircraft, using the aircraft owner's own equipment and resources. Self-Service is not a Commercial Aeronautical Activity and is not subject to the commercial requirements of these Minimum Standards. Self-Service activities shall be conducted in compliance with the Airport Rules and Regulations and all applicable federal, state, and local laws and regulations. An aircraft owner, or the aircraft owner's employees, may move or tow the

aircraft owner's own aircraft to a self-service fueling facility and to the ramp for the enplaning and deplaning of passengers. Self-Service activities may not be contracted out to a third party. Upon request, the aircraft owner shall provide proof (such as payroll records) that individuals engaging in Self-Service activities are employees of the aircraft owner. No Operator is required or obligated

3.17 – Through-the-Fence Operations

Through-the-Fence operations are prohibited at the Airport except as specifically authorized by the Airport Manager in accordance with Section 3-1-2(k) of the Pueblo Municipal Code. The City's obligation to make the Airport available for the use and benefit of the public does not require the City to permit ground access by aircraft from adjacent property.

3.18 – Multiple Activities

When more than one Commercial Aeronautical Activity is conducted by an Operator at the Airport, the minimum requirements shall vary depending upon the nature of each activity and combination of activities but shall not necessarily be cumulative. In cases of overlap, the highest applicable standard shall govern.

3.19 – Variance or Exemption

The Airport Manager may, but is not obligated to, approve variances or exemptions to these Minimum Standards when unique circumstances require. Requests for variance or exemption shall be submitted in writing to the Airport Manager and shall identify: (a) the specific provision for which the variance or exemption is sought; (b) the reason for the request; (c) the anticipated impact on the Airport, other Operators, and the public; and (d) the proposed duration. The Airport Manager shall issue a written decision within ninety (90) calendar days from receipt of a complete written request. The decision shall be reasonable, not unjustly discriminatory, and consistent with prior decisions involving similar circumstances. Approval of a variance or exemption shall apply only to the particular case for which it is granted and shall not amend or alter these Minimum Standards.

3.20 – Enforcement

In the event an Operator fails to comply with these Minimum Standards, the Airport Manager shall send a written notice of violation to the Operator at its last known address. The Operator shall have ten (10) business days from the date of receipt of the notice to provide a written statement to the Airport Manager explaining why the violation occurred and to advise the Airport Manager that the violation has been corrected. Failure to cure within the allotted time may result in suspension or revocation of the Operator's privileges. The Airport Manager may suspend an Operator's operations immediately, without prior notice, when necessary to protect public safety or Airport security.

3.21 – Appeals

Any Entity aggrieved by a decision of the Airport Manager under Sections 3.19 or 3.20 may appeal such decision in writing to the Director of Aviation within ten (10) business days after the decision is issued. The Director of Aviation shall respond in writing within ten (10) business days of receipt of the appeal, or within ten (10) business days after receipt of any additional information requested. The Director's written determination shall be final and conclusive, except that a holder of a License or Permit adversely affected by a decision to deny, suspend, terminate, or revoke its License or Permit may seek further review under Section 2.5 of the Airport Rules and Regulations. Unless the Entity's Agreement is suspended or revoked under Section 3.20, the Entity shall continue performance of its Agreement during the pendency of any appeal.

3.22 – Nondiscrimination

In accordance with Grant Assurance 22 (Economic Nondiscrimination) and Grant Assurance 30 (Civil Rights), all Operators shall: (a) furnish their accommodations and services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; (b) conduct their operations in compliance with all requirements of Title VI of the Civil Rights Act of 1964, 49 CFR Part 21, 49 CFR Part 23, 49 CFR Part 26, and the Americans with Disabilities Act; and (c) ensure that no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in connection with any Commercial Aeronautical Activity at the Airport.

Noncompliance with nondiscrimination requirements, after notice and a reasonable opportunity to cure, shall constitute a material breach of the Operator's Agreement and may result in termination of the Agreement by the City.

All Leases, Licenses, and Permits shall include the following notification in all solicitations for bids and requests for proposals: "The City of Pueblo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award."

3.23 – General Lease and License Provisions

All Leases and Licenses shall include provisions addressing: (a) operation of leased premises for the use and benefit of the public; (b) prohibition of exclusive rights; (c) the City's right to further develop the Airport; (d) the City's right to maintain the Airport; (e) a right of flight reservation for the passage of aircraft; (f) prohibition of Airport obstructions or hazards, including compliance with 14 CFR Part 77; (g) compliance with all applicable laws, including the Airport Security Program, Airport Certification Manual, and Airport Rules and Regulations; (h) the City's right of entry; (i) conditions of termination; (j) restrictions on assignment, including a requirement of prior written City consent; and (k) subordination to federal obligations, including existing and future agreements between the City, the State of Colorado, and the United States relative to the development, operation, or maintenance of the Airport.

3.24 – Flying Clubs

A Flying Club that complies with this Section is exempt from the commercial requirements of these Minimum Standards. A Flying Club must be a nonprofit or not-for-profit entity. Each member must be a bona fide owner of an equal share of the club's aircraft or an equal stockholder. The club may not derive greater revenues from the use of its aircraft than the amount necessary for actual operation, maintenance, and replacement of its aircraft. Club aircraft may not be used for commercial operations, including flight instruction for compensation. The club shall file with the Airport Manager, and update annually, a complete set of organizational documents and a current membership list. Insurance shall be provided in the amounts specified in Attachment A. The City may review filed documents for evidence that a purported Flying Club is an attempt to evade these Minimum Standards. Violations not corrected within fifteen (15) days of written notice may result in any action deemed advisable by the City.

SECTION 4 – FIXED BASE OPERATOR

4.01 – Introduction

A Fixed Base Operator is an Entity maintaining facilities at the Airport for the purpose of providing multiple commercial aeronautical services, including: (a) the retail sale of aviation fuels; (b) aircraft line services; and (c) aircraft airframe and engine repair and maintenance services. An FBO may also engage in any SASO activity authorized in its Lease or License.

4.02 – Scope of Activity

An FBO shall provide the following services at a minimum: (a) the retail sale of aviation fuels (Jet A and 100LL or equivalent), lubricants, and related petroleum products; (b) aircraft parking, tie-down, and hangar storage; (c) crew and passenger lounge facilities, including public restrooms and telephone access; (d) loading, unloading, towing, and ground handling of aircraft; (e) de-icing service; (f) engine preheating; (g) aircraft starting and ground power services; (h) tire inflation and repair; (i) oxygen servicing; (j) flight planning resources; (k) properly trained attendants to direct aircraft to parking areas, tie down aircraft, fuel aircraft, and provide prompt and courteous line service~~; and (l) aircraft airframe and engine repair and maintenance services as described in Section 5~~.

4.03 – Leased Premises

An FBO shall lease an area adequate to accommodate its required services, including: (a) a permanent building of sufficient size to house FBO operations, including hangar space for aircraft ~~maintenance and~~ storage; (b) an additional area of not less than 2,500 square feet for general administration, passenger and crew area, restrooms, and telephone facilities; (c) an aircraft ramp area of adequate size adjacent to the FBO hangar and administrative building to handle aircraft parking, transient aircraft needs, and aircraft movement in and out of hangar areas; (d) adequate on-site automobile parking; and (e) proper signage as approved by the Airport Manager. Restrooms shall be conveniently located, accessible to passengers and crews, free of charge, heated, and ventilated, and maintained in a clean and sanitary condition.

4.04 – Fuel Storage

The FBO shall maintain an adequate inventory of at least two grades of aviation fuel (Jet A and 100LL or equivalent). Minimum fuel storage capacity ~~shall be established by the Airport Manager based on actual and anticipated demand at the Airport~~shall be not less than 20,000 gallons of Jet A and 10,000 gallons of 100LL (Avgas) or equivalent. The FBO shall maintain a current SPCC Plan and shall comply with AC 150/5230-4C, ATA Specification 103, and all applicable federal, state, and local fuel handling regulations. Fuel quality control is the responsibility of the FBO. The FBO shall maintain current fuel quality reports on file and shall make them available for inspection by the Airport Manager at any time.

4.05 – Fueling Reports

The FBO shall submit monthly fuel dispensing reports to the Airport Manager in such form and detail as the Airport Manager may require.

4.06 – Fueling Equipment

The FBO shall provide mobile or fixed fuel dispensing equipment with metered, filtered dispensers for each grade of fuel offered, capable of servicing all types of general aviation aircraft in an efficient and safe manner. Separate dispensing equipment for each grade of fuel is required. The

FBO shall maintain mobile refueling equipment sufficient to provide reliable, uninterrupted fuel service, consisting of at least two (2) Jet A refueler trucks with a combined capacity of not less than 6,000 gallons. For 100LL (Avgas), the FBO shall maintain at least one (1) refueler truck with a capacity of not less than 1,000 gallons where self-service Avgas fueling is available at the Airport, or at least two (2) refueler trucks with a combined capacity of not less than 1,000 gallons where self-service Avgas fueling is not available. All fueling equipment shall comply with NFPA 407, applicable fire codes, and all federal, state, and local laws and regulations pertaining to fire safety. The FBO shall install and use adequate electrical grounding facilities at fueling locations and shall provide approved types of fire

4.07 – Other Vehicles and Equipment

The FBO shall have at least: (a) one aircraft tug or vehicle capable of providing towing services for the typical aircraft using the Airport; (b) one ground power unit; (c) one de-icing unit; (d) proper equipment for ~~repairing and~~ inflating aircraft tires~~, servicing struts, changing engine oil, servicing oxygen systems, washing aircraft, and recharging or energizing discharged aircraft batteries~~; and (e) adequate tie-down equipment, including ropes, chains, restraining devices, and wheel chocks. All equipment shall be maintained and operated in compliance with OSHA and applicable state and local safety standards.

4.08 – Hours of Activity

The FBO shall provide services from dawn to dusk, seven days per week, and shall be available on call at all other times. Sales of fuel and lubricants and into-plane delivery of aviation fuels shall be available at a minimum from dawn to dusk, seven days per week, and on call at all other times.

4.09 – Employees

The FBO shall employ and have on duty during all operating hours trained personnel in such numbers as are required to meet the Minimum Standards in an efficient manner for each aeronautical service being performed. ~~The FBO shall have available or on call at least one (1) FAA-certificated airframe and powerplant mechanic during regular business hours, not less than eight (8) hours per day, five (5) days per week.~~ The FBO shall provide trained line service personnel during all operating hours.

4.~~11~~ 10 – Aircraft Removal

The FBO shall be prepared and have personnel trained, along with necessary equipment, to assist in the removal of disabled aircraft from Airport movement areas as directed by the Airport Manager.

4.~~12~~ 11 – Insurance

The FBO shall procure and maintain insurance in the types and minimum amounts specified in Attachment A for Fixed Base Operators.

SECTION 5 – AIRCRAFT MAINTENANCE OPERATOR (SASO)

5.01 – Introduction

~~An Aircraft Maintenance Operator is an Entity providing one or a combination of airframe and powerplant repair services.~~An Aircraft Maintenance Operator is an Entity providing one or a combination of aircraft airframe, powerplant, propeller, appliance, inspection, maintenance,

preventive maintenance, repair, rebuilding, or alteration services, as authorized by applicable law and the Operator's FAA certificates, ratings, or other approvals.

5.02 – Leased Premises

~~An Aircraft Maintenance Operator shall lease or sublease an area adequate to provide hangar space for at least one (1) aircraft upon which maintenance is being performed, shop space to house required equipment, and additional space for office, restrooms, customer lounge, and telephone facilities. On-site automobile parking and a paved aircraft apron, all within the Leased Premises, shall be provided.~~An Aircraft Maintenance Operator shall lease or sublease an area adequate to provide enclosed hangar space for at least one (1) aircraft upon which maintenance is being performed, shop space sufficient to house required equipment and tools, and additional space for office, restrooms, customer area, and telephone or other business communications facilities. The Operator shall also provide adequate storage space for aircraft parts, materials, and equipment, and shall maintain paved aircraft access and on-site automobile parking within or directly serving the Leased Premises.

5.03 – Licenses and Certification

~~The Operator shall maintain all FAA certificates, repair station certificates, and ratings applicable to the operations conducted. The Operator shall have in its employ, and on duty during operating hours, at least one (1) person currently certificated by the FAA with ratings appropriate to the work being performed.~~The Operator shall obtain and maintain all FAA certificates, ratings, and other authorizations required for the services it offers and the work it performs. If the Operator represents itself as an FAA-certificated repair station or performs work requiring a repair station certificate, the Operator shall obtain and maintain the appropriate FAA repair station certificate and ratings under 14 CFR Part 145. If the Operator performs maintenance limited to aircraft lawfully maintainable by a repairman certificate (light-sport) with a maintenance rating, the Operator shall ensure that such work remains within the scope of the certificate holder's FAA privileges and limitations.

5.04 – Employees

~~The Operator shall have in its employ trained personnel in such numbers as are required to meet the Minimum Standards in an efficient manner, but not less than one (1) FAA-certificated mechanic with ratings appropriate to the work being performed.~~The Operator shall have in its employ, and on duty during operating hours, trained personnel in such numbers as are required to meet the Minimum Standards in an efficient and safe manner. The Operator shall have at least one (1) FAA-certificated mechanic with ratings appropriate to the work being performed, or, for maintenance limited to aircraft lawfully maintainable by a repairman certificate (light-sport) with a maintenance rating, at least one (1) individual holding the applicable repairman certificate (light-sport) with a maintenance rating and appropriate category or class privileges for the work being performed. Persons who are not certificated mechanics or repairmen may perform maintenance tasks under the direct in-person supervision of such certificated personnel, in accordance with 14 CFR 43.3(d).

5.05 – Equipment

~~The Operator shall provide sufficient equipment, supplies, and availability of parts equivalent to that required for certification as an FAA-approved repair station.~~The Operator shall provide and maintain in serviceable condition the tools, equipment, materials, and current technical data necessary to perform the maintenance, preventive maintenance, repair, rebuilding, inspection, or alteration services it offers in a safe, efficient, and workmanlike manner. Such tools and

equipment shall be appropriate to the scope of work performed and, where required by applicable law or manufacturer instructions, shall be properly calibrated, tested, and controlled. The Operator shall maintain adequate means to store, protect, and segregate articles, parts, and materials so that work is performed in accordance with applicable FAA requirements and approved or acceptable data.

5.06 – Hours of Activity

The Operator shall have its services available at least eight (8) hours per day, five (5) days per week. Hours of operation shall be posted.

5.07 – Insurance

The Operator shall procure and maintain insurance in the types and minimum amounts specified in Attachment A for AIRCRAFT MAINTENANCE OPERATOR.

SECTION 6 – AVIONICS AND INSTRUMENT MAINTENANCE OPERATOR (SASO)

6.01 – Introduction

An Avionics and Instrument Maintenance Operator is an Entity providing FAA-certified repair and installation services for aircraft radios, avionics, instruments, propellers, and accessories.

6.02 – Leased Premises

The Operator shall lease or sublease an area adequate to provide hangar space for at least one (1) aircraft, shop space for required equipment, and additional space for office, restrooms, customer lounge, and telephone facilities.

6.03 – Licenses and Certification

The Operator shall maintain the FAA repair station certificates applicable to the operations contemplated. The avionics portion of the services offered must maintain current FAA-designated repair station qualifications.

6.04 – Employees

The Operator shall have in its employ, and on duty during operating hours, trained personnel currently certificated by the FAA as radio, instrument, or propeller repairmen in such numbers as required.

6.05 – Hours of Activity

The Operator shall have its services available at least eight (8) hours per day, five (5) days per week.

6.06 – Insurance

The Operator shall procure and maintain insurance in the types and minimum amounts specified in Attachment A for AVIONICS AND INSTRUMENT MAINTENANCE OPERATOR.

SECTION 7 – AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR (SASO)

7.01 – Introduction

An Aircraft Rental or Flight Training Operator is an Entity engaged in the rental of aircraft to the public or in providing flight instruction, including dual and solo flight operations and related ground school instruction.

7.02 – Leased Premises

The Operator shall lease or sublease hangar space adequate to store the aircraft used in its operations. If the Operator elects to build a hangar, the minimum building shall be 1,000 square feet, with space for aircraft storage, office, classroom, briefing room, restrooms, and telephone facilities. Ground school and briefing/debriefing may be provided off-Airport or in leased hangars with permission of the Airport Manager but may not be provided in public areas of the Airport.

7.03 – Licenses and Certification

The Operator shall have available, on a full-time basis, at least one (1) flight instructor currently certificated by the FAA to provide the type of flight training offered. Flight training programs operating under 14 CFR Part 141 shall maintain all required FAA approvals.

7.04 – Employees

The Operator shall have available at least one (1) FAA-certificated flight instructor and, on call on a part-time basis, at least one (1) FAA-certificated ground instructor. The same person may serve both functions.

7.05 – Equipment

The Operator shall have available for use, either owned or under written lease, a sufficient number of properly certificated aircraft to handle the proposed scope of operations, but not less than one (1) properly certificated aircraft.

7.06 – Hours of Activity

The Operator shall have published hours of operation.

7.07 – Insurance

The Operator shall procure and maintain insurance in the types and minimum amounts specified in Attachment A for AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR.

SECTION 8 – AIRCRAFT SALES OPERATOR (SASO)

8.01 – Introduction

An Aircraft Sales Operator is an Entity engaged in the sale of new or used aircraft through franchise, dealership, distributorship, or otherwise, and providing such repair, services, and parts as necessary to meet any guarantee or warranty on aircraft sold.

8.02 – Leased Premises

The Operator shall lease or sublease an area adequate to provide hangar space for aircraft display and storage, and additional space for office, restrooms, customer lounge, and telephone facilities.

8.03 – Equipment

The Operator shall provide necessary arrangements for the repair and servicing of aircraft for the duration of any sales guarantee or warranty period, which may be provided through written agreement with an on-Airport maintenance operator. The Operator shall provide an adequate inventory, or availability within 24 hours, of spare parts for the type of aircraft for which sales privileges are granted.

8.04 – Hours of Activity

The Operator shall have its services available on a basis consistent with demand and any applicable franchise agreement.

8.05 – Insurance

The Operator shall procure and maintain insurance in the types and minimum amounts specified in Attachment A for AIRCRAFT SALES OPERATOR.

SECTION 9 – AIRCRAFT STORAGE OPERATOR (SASO)

9.01 – Introduction

An Aircraft Storage Operator is an Entity that leases hangar or covered storage space from the City and makes such space available to third parties for aircraft storage on a commercial basis. An Aircraft Storage Operator does not provide maintenance, fueling, or other aeronautical services other than storage.

9.02 – Leased Premises

The Operator shall lease an area adequate to provide covered aircraft storage for the number and type of aircraft the Operator proposes to accommodate.

9.03 – Hours of Activity

The Operator's facilities shall be accessible to tenants during hours that meet the reasonable demands of the storage operation.

9.04 – Insurance

The Operator shall procure and maintain insurance in the types and minimum amounts specified in Attachment A for AIRCRAFT STORAGE OPERATOR.

SECTION 10 – AIRCRAFT CHARTER OR MANAGEMENT OPERATOR (SASO)

10.01 – Introduction

An Aircraft Charter or Management Operator is an Entity providing air transportation of persons or property for hire on a charter, air taxi, or aircraft management basis, as defined and regulated by the FAA under 14 CFR Part 135.

10.02 – Leased Premises

The Operator shall lease or sublease an area adequate to provide hangar space for the aircraft used in its operations, and additional space for office, restrooms, customer lounge, and telephone facilities.

10.03 – Licenses and Certification

The Operator shall hold and maintain a current FAA Air Carrier Certificate (Part 135) or equivalent authorization for the operations conducted.

10.04 – Employees

The Operator shall have in its employ sufficient qualified operating crews and satisfactory ground personnel for checking in and ticketing passengers, handling luggage, and furnishing or arranging ground transportation.

10.05 – Equipment

The Operator shall have available for hire, either owned or under written lease, at least one (1) aircraft properly certificated and equipped for the proposed scope of operations.

10.06 – Hours of Activity

The Operator shall have published hours of activity.

10.07 – Insurance

The Operator shall procure and maintain insurance in the types and minimum amounts specified in Attachment A for AIRCRAFT CHARTER OR MANAGEMENT OPERATOR.

SECTION 11 – OTHER SPECIALIZED AERONAUTICAL SERVICE OPERATOR (SASO)

11.01 – Introduction

This Section applies to any Commercial Aeronautical Activity not specifically addressed in Sections 5 through 10, including but not limited to: nonstop sightseeing flights, crop dusting, seeding, or spraying, banner towing and aerial advertising, aerial photography or survey, power line or pipeline patrol, firefighting, and any other commercial aeronautical operations.

11.02 – Leased Premises

The Operator shall lease or sublease an area adequate for its proposed operations, including sufficient hangar space for the aircraft and support equipment to be used, and additional space for office, restrooms, and telephone facilities.

11.03 – Licenses and Certification

The Operator shall obtain and maintain all FAA certificates and ratings required for the type of operations conducted.

11.04 – Employees

The Operator shall have in its employ trained personnel in such numbers as required to meet the Minimum Standards in an efficient manner.

11.05 – Equipment

The Operator shall provide and have based on its Leased Premises, either owned or under written lease, not less than one (1) airworthy aircraft suitably equipped for the type of operations to be

performed. In the case of aerial application or other commercial use of chemicals, the Operator shall provide a centrally drained, paved area for all aircraft loading, unloading, washing, and servicing, constructed and operated in compliance with all applicable environmental laws and regulations. The Operator shall provide for the safe storage and containment of all chemical materials.

11.06 – Hours of Activity

The Operator shall have its services available during hours that meet the reasonable demand of customers.

11.07 – Insurance

The Operator shall procure and maintain insurance in the types and minimum amounts specified in Attachment A for OTHER SPECIALIZED AERONAUTICAL SERVICE OPERATOR.

SECTION 12 – COMMERCIAL AERONAUTICAL SERVICE PROVIDER PERMITS

12.01 – Introduction

This Section allows limited Commercial Aeronautical Activities to be conducted under a Commercial Aeronautical Service Provider Permit by individuals who do not maintain a leasehold interest at the Airport. The Permit process is strictly limited by the terms of these Minimum Standards, shall be evaluated on an ongoing basis by the City in light of the City's airport development goals and the Grant Assurances, and may be terminated by the City if the City determines that the Permit process conflicts with ~~its airport development goals~~the safe and efficient operation of the Airport, the Grant Assurances, or FAA guidance.

12.02 – Flight Instruction Permits

A flight instructor may obtain a Permit to provide flight instruction at the Airport, subject to the following conditions: (a) the instructor must apply to the Airport Manager and provide proof of current FAA flight instructor certification and proof of insurance in the minimum amounts specified in Attachment A; (b) the instructor must pay the required Permit fee as established by the City; ~~(c) flight instruction under a Permit is limited to a maximum of one hundred (100) hours per year of flight time, measured by Hobbs meter reading, per individual instructor;~~(c) the instructor shall report flight instruction activity conducted at the Airport to the Airport Manager in the form and at the intervals reasonably prescribed by the City; (d) ground school and briefing/debriefing may be provided on or off Airport, but may not be provided in public areas of the Airport and may be provided in leased hangars only with permission of the Airport Manager; ~~(e) each instructor holding a Permit shall allow the Airport Manager to inspect logbooks periodically to verify compliance with the hour limitation;~~(e) each instructor holding a Permit shall, upon reasonable request, provide records sufficient to verify the flight instruction activity conducted at the Airport, which the instructor may satisfy by written self-certification; and (f) the Permit does not create any property right or other right in the Airport and is fully revocable by the City.

12.03 – Aircraft Mechanic Permits

An aircraft mechanic may obtain a Permit to provide aircraft mechanic services at the Airport, subject to the following conditions: (a) the mechanic must apply to the Airport Manager and provide proof of current FAA certification appropriate to the proposed work and proof of insurance in the minimum amounts specified in Attachment A; (b) the mechanic must pay the required Permit fee as established by the City; ~~(c) services under a Permit are limited to a maximum of one~~

~~hundred (100) hours per year per individual mechanic, performed in an area approved on a case-by-case basis by the Airport Manager;~~(c) services under a Permit shall be performed only in areas designated by the Airport Manager as necessary for the safe and efficient operation of the Airport; (d) each mechanic holding a Permit must provide notice to the Airport Manager when beginning and completing work under the Permit; (e) painting of aircraft, services requiring use of hazardous substances or noxious chemicals, or any service involving risk of fire, explosion, or environmental damage may not be performed under a Permit unless performed by a Permit holder working under a subcontract with an FBO or SASO on that Operator's Leased Premises; (f) failure to notify the Airport Manager before beginning work constitutes noncompliance and is cause for revocation or suspension of the Permit; and (g) the Permit does not create any property right or other right in the Airport and is fully revocable by the City.

12.04 – Ground Handling Services Permits

A commercial Entity may obtain a Permit to provide ground handling services at the Airport, including both above-wing passenger services and below-wing aircraft services, subject to the following conditions: (a) the Entity must apply to the Airport Manager, identifying the categories of services to be provided and providing proof of insurance in the minimum amounts specified in Attachment A; (b) the Entity must pay the required Permit fee as established by the City; (c) the Entity shall coordinate ramp operations with the FBO and any other ground handling provider servicing the same Aircraft and shall not interfere with the operations of other Airport tenants; (d) the Permit does not authorize aircraft fueling, deicing fluid application, or Aircraft maintenance, each of which requires a separate authorization; (e) failure to comply with the conditions of the Permit is cause for suspension or revocation; and (f) the Permit does not create any property right or other right in the Airport and is fully revocable by the City.

12.05 – General Permit Conditions

Permits do not establish any right to provide aeronautical services through-the-fence. The City may terminate the Permit program at any time if the City determines~~, in its sole discretion,~~ that the program conflicts with ~~the City's airport development goals~~the safe and efficient operation of the Airport, the Grant Assurances, or if the FAA advises the City that such a conflict exists.

ATTACHMENT A
SCHEDULE OF MINIMUM INSURANCE REQUIREMENTS

All limits are per occurrence unless otherwise stated. The City of Pueblo, its officers, employees, and agents shall be named as additional insured on all policies except workers' compensation.

A. FIXED BASE OPERATOR

~~Commercial~~ Aviation General Liability: $~~[~~5,000,000~~]~~ CSL

Aircraft Liability (including passengers): $~~[~~5,000,000~~]~~ CSL

Hangarkeeper's Liability: $~~[~~5,000,000~~]~~ per occurrence

~~Products and Completed Operations Liability: $[5,000,000]~~

Pollution/Environmental Liability: $~~[2~~5,000,000~~]~~

~~Business~~ Automobile Liability: $~~[5~~1,000,000~~]~~ CSL

Workers' Compensation: Statutory

Property Insurance: 80% of full insurable value (buildings and contents)

B. AIRCRAFT MAINTENANCE OPERATOR

Aviation~~Commercial~~ General Liability: $~~[2~~1,000,000~~]~~ CSL

Hangarkeeper's Liability: $~~[2~~1,000,000~~]~~

Products and Completed Operations Liability: $~~[2~~1,000,000~~]~~

~~Business~~ Automobile Liability: $~~[5~~1,000,000~~]~~ CSL

Workers' Compensation: Statutory

C. AVIONICS/INSTRUMENT MAINTENANCE OPERATOR

Aviation~~Commercial~~ General Liability: $~~[2~~1,000,000~~]~~ CSL

Hangarkeeper's Liability: $~~[~~1,000,000~~]~~

Products and Completed Operations Liability: $~~[2~~1,000,000~~]~~

~~Business~~ Automobile Liability: $~~[5~~1,000,000~~]~~ CSL

Workers' Compensation: Statutory

D. AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR

Aviation~~Commercial~~ General Liability: $~~[2~~1,000,000~~]~~ CSL

Aircraft Liability (including passengers and students): $~~[2~~1,000,000~~]~~ CSL

Hangarkeeper's Liability: $[1,000,000]

Workers' Compensation: Statutory

E. AIRCRAFT SALES OPERATOR

Aviation ~~Commercial~~ General Liability: $[~~2~~1,000,000] CSL

Aircraft Liability: $[~~2~~1,000,000] CSL

Hangarkeeper's Liability: $[1,000,000]

Products Liability: $[1,000,000]

F. AIRCRAFT STORAGE OPERATOR

Aviation ~~Commercial~~ General Liability: $[~~2~~1,000,000] CSL

Hangarkeeper's Liability: $[~~2~~1,000,000]

Property Insurance: 80% of full insurable value

G. AIRCRAFT CHARTER OR MANAGEMENT OPERATOR

Aviation ~~Commercial~~ General Liability: $[~~2~~1,000,000] CSL

Aircraft Liability (including passengers): $[~~5~~1,000,000] CSL

Hangarkeeper's Liability: $[~~1~~1,000,000]

~~Business~~ Automobile Liability: $[~~5~~1,000,000] CSL

Workers' Compensation: Statutory

H. OTHER SPECIALIZED AERONAUTICAL SERVICE OPERATOR

Aviation~~Commercial~~ General Liability: $[~~2~~1,000,000] CSL

Aircraft Liability: $[~~2~~1,000,000] CSL

Hangarkeeper's Liability: $[1,000,000]

Products Liability (if applicable): $[1,000,000]

Pollution/Environmental Liability (if applicable): $[1,000,000]

Workers' Compensation: Statutory

I. COMMERCIAL AERONAUTICAL SERVICE PROVIDER PERMIT HOLDERS

Aircraft Liability (including passengers/students): $[1,000,000] CSL

Aviation~~Commercial~~ General Liability: $[1,000,000] CSL

J. FLYING CLUBS

Aircraft Liability (including passengers; club members must be named insured): $~~[~~1,000,000~~]~~ CSL

K. MOTOR VEHICLE OPERATIONS ON AIRPORT

Motor Vehicle Liability: $~~[~~1,000,000~~]~~ CSL

L. GROUND HANDLING SERVICES PERMIT HOLDERS

Aviation ~~Commercial~~ General Liability (with aviation hazards endorsement): $~~[~~5~~]~~1,000,000~~]~~ CSL

Business Automobile Liability: $~~[~~5~~]~~1,000,000~~]~~ CSL

Aircraft Ground Servicing Liability (damage to non-owned Aircraft during servicing): $~~[~~5~~]~~1,000,000~~]~~ per occurrence

Workers' Compensation: Statutory

ATTACHMENT B

COMMERCIAL AERONAUTICAL ACTIVITY APPLICATION

Applicants seeking to conduct Commercial Aeronautical Activities at Pueblo Memorial Airport shall complete this application and submit it to the Airport Manager. All fields must be completed. Incomplete applications will be returned.

1. Applicant name, address, telephone number, email:

_____

2. Legal form of organization (individual, partnership, LLC, corporation, etc.):

_____

3. If a business entity: names, addresses, and telephone numbers of all officers, directors, partners, members, or managers, and all persons holding an ownership interest of 10% or greater:

_____

4. Description of the proposed Commercial Aeronautical Activity (identify applicable Section of the Minimum Standards):

_____

5. Proposed commencement date and requested term:

_____

6. Description of the land, buildings, and Improvements proposed to be leased or constructed:

_____

7. Number and type of aircraft to be provided (if applicable):

_____

8. Number and qualifications of personnel to be employed:

_____

9. Proposed hours of operation:

_____

10. Types and amounts of insurance coverage to be maintained:

_____

11. Evidence of financial capability (attach cash flow and profit/loss projection for the first three years of proposed operation):

_____

12. Statement of prior experience in the management and operation of the proposed services:

13. If any person or entity with an ownership or management interest in the applicant has a direct or indirect interest in any other commercial operation at the Airport, provide complete information about the nature and extent of such interest:

14. Additional information (attach additional sheets as necessary):

I certify that the information provided in this application is true and correct to the best of my knowledge.

Signature of Applicant

Date

Printed Name and Title

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 24, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: AN ORDINANCE ESTABLISHING A SCHEDULE OF RATES, CHARGES, AND PENALTIES FOR PUEBLO MEMORIAL AIRPORT (KPUB) AND REPEALING ORDINANCE NO. 10811

SUMMARY:

Attached is a proposed Ordinance establishing a comprehensive Schedule of Rates, Charges, and Penalties for Pueblo Memorial Airport. The Schedule sets rates for aircraft landing fees, terminal building space, T-hangar and airside land leases, public parking, security access credentialing, security violation fines, and miscellaneous Airport fees. It also establishes general payment terms, a late charge and interest structure, and a CPI-based annual adjustment mechanism. This Ordinance also repeals Ordinance No. 10811 (adopted October 15, 2024, effective January 1, 2025), which established T-hangar and storage unit rental rates for the facility at 31501 Bryan Circle.

The rates set forth in the attached Schedule were benchmarked against four comparable Colorado airports: Grand Junction Regional Airport; Northern Colorado Regional Airport; Rocky Mountain Metropolitan Airport; and Cortez Municipal Airport. All proposed rates are consistent with or below the median rates at comparable airports and are designed to be reasonable pursuant to FAA Grant Assurance 22 while advancing Airport self-sustainability pursuant to FAA Grant Assurance 24.

PREVIOUS COUNCIL ACTION:

Resolution No. 12227, adopted September 12, 2011, effective October 1, 2011, is the current operative fee authority for Pueblo Memorial Airport. Resolution No. 12227 repealed Resolution Nos. 9389 (September 10, 2001) and 9820 (March 24, 2003) in their entirety and established landing fees, terminal building use fees, parking fees, T-hangar rental rates, conference room fees, and badging fees. Those rates have not been comprehensively updated since 2011.

Ordinance No. 10811, adopted October 15, 2024, effective January 1, 2025, subsequently established T-hangar rates for the City-owned hangar at 31501 Bryan Circle at $265.00 per month for T-hangars and $200.00 per month for the storage unit, with a five-year CPI adjustment commencing January 1, 2029. Ordinance No. 10811 also purported to repeal Resolution No. 9389, which had already been repealed by Resolution No. 12227 in 2011.

No prior Council action has established a comprehensive airside land lease rate schedule, security violation fines, or an annual CPI adjustment mechanism applicable to Airport rates generally.

BACKGROUND:

Pueblo Memorial Airport is operated under the authority of Pueblo Municipal Code Title III, Chapter 1. The Director of Aviation administers the Airport and is authorized under PMC Section 3-1-6(g) to collect fees and charges for Airport use, subject to City Council approval. The Airport's fee structure has been set through a series of individual resolutions and one ordinance over more than two decades rather than through a single comprehensive schedule, creating inconsistency across user classes and leaving significant fee categories unaddressed.

49 U.S.C. Section 47107(a)(13) requires the City, as an FAA Airport Improvement Program (AIP) grant recipient, to maintain a fee and rental structure that makes the Airport as self-sustaining as possible under prevailing conditions. FAA Grant Assurance 24 further imposes this obligation on all AIP grant sponsors. Grant Assurance 22 independently requires that all aeronautical user fees be fair, reasonable, and not unjustly discriminatory among similarly situated users.

The attached Schedule formalizes rates across seven categories of Airport use. The proposed landing fees (Contract Rate for commercial signatory carriers; $3.00 per 1,000 lbs. Maximum Gross Landing Weight for non-signatory, charter, and $2.00 per 1,000 lbs. Maximum Gross Landing Weight general aviation above 12,500 lbs.) represent an increase over Resolution No. 12227's rates ($0.75/$1.00 per 1,000 lbs. MGLW), which are among the lowest at any commercial service airport in Colorado. The Schedule lowers the minimum gross landing weight threshold for landing fee applicability from 25,000 pounds to 12,500 pounds. General aviation aircraft at or below 12,500 pounds MGLW remain fully exempt.

T-hangar rates are increased from their current levels to begin narrowing the gap with comparable airports, where T-hangar rates range from $332 per month to over $700 per month. The Bryan Circle T-hangar moves from $265.00 per month (set by Ordinance No. 10811) to $285.00 per month effective July 1, 2027; the Bryan Circle storage unit moves from $200.00 to $215.00 per month. The Schedule also establishes, for the first time, security violation fines assessed on a progressive basis for violations of Airport security rules and regulations.

Repealing Ordinance No. 10811 within this Ordinance eliminates the potential for conflicting rate authority between the prior ordinance and the comprehensive Schedule.

Rates for the Bryan Circle facility will be governed exclusively by the Schedule going forward. Existing leases executed under Ordinance No. 10811 are not impaired and remain in effect according to their express terms until expiration or renegotiation.

FINANCIAL IMPLICATIONS:

Adoption of this Ordinance establishes the legal authority for the City to collect Airport rates and charges in the amounts set forth in the Schedule. The increase in landing fees and the upward adjustment of T-hangar rates are each expected to modestly increase Airport revenues over current levels; specific revenue projections will depend on operational volumes in each category. The Bryan Circle T-hangar rate increase from $265.00 to $285.00 per month across nine units produces $30,780.00 annually, compared to $28,620.00 under Ordinance No. 10811, an increase of $2,160.00 per year. The storage unit increase from $200.00 to $215.00 per month produces an additional $180.00 per year. The CPI adjustment mechanism will allow rates to track inflation annually without further Council action. All Airport revenues collected under the Schedule are subject to FAA Grant Assurance 25 and Pueblo Municipal Code Section 3-1-7, and must be deposited into the Airport's dedicated fund and used for Airport purposes.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance

STAKEHOLDER PROCESS:

Not applicable to this Ordinance

ALTERNATIVES:

If this Ordinance is not approved, Pueblo Memorial Airport will continue to operate without a Council-adopted comprehensive Schedule of Rates and Charges. This creates ongoing exposure under FAA Grant Assurance 24's self-sustainability mandate. It also limits the City's ability to enforce payment obligations and late charges on a consistent, legally defensible basis across all categories of Airport users. The existing patchwork of individual resolutions and Ordinance No. 10811, none of which have been updated to reflect market conditions or inflation, will continue to generate inconsistency and undermine the Airport's revenue position. Ordinance No. 10811 will remain on the books, creating potential ambiguity as to the applicable rate authority for the Bryan Circle facility.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Rates and Charges 2026 07 13 FINAL

ORDINANCE NO.

AN ORDINANCE ESTABLISHING A SCHEDULE OF RATES, CHARGES, AND PENALTIES FOR PUEBLO MEMORIAL AIRPORT (KPUB) AND REPEALING ORDINANCE NO. 10811

WHEREAS, the City of Pueblo, Colorado ("City") is the owner and operator of Pueblo Memorial Airport ("Airport" or "KPUB") located in Pueblo, Colorado; and

WHEREAS, the City of Pueblo is a home rule municipality organized and existing under Article XX of the Colorado Constitution, which vests in home rule municipalities plenary authority over matters of local concern, including the ownership, operation, and administration of municipal airports and the imposition of fees and charges for the use of municipal facilities and services; and

WHEREAS, Section 3-17 of the Pueblo City Charter requires that every act of the City Council establishing any rule or regulation for the violation of which a penalty is imposed shall be by ordinance; and

WHEREAS, Section 41-4-201, C.R.S., authorizes the city councils of Colorado municipalities to acquire, establish, own, operate, and regulate airports; and Section 41-4-204, C.R.S., authorizes such municipalities to exact and require charges, fees, and tolls, together with a lien to enforce their payment, in connection with the operation and maintenance of airports; and

WHEREAS, Title III, Chapter 1 of the Pueblo Municipal Code establishes the legal framework governing operations at the Airport and vests authority in the Director of Aviation to manage Airport operations and enforce applicable rules, regulations, and charges; and

WHEREAS, 49 U.S.C. Section 47107(a)(13) (codified as FAA Grant Assurance 24, Fee and Rental Structure), requires the City, as an airport sponsor that has accepted Airport Improvement Program (AIP) grant funds, to maintain a fee and rental structure for the facilities and services at the Airport that will make the Airport as self-sustaining as possible under the circumstances existing at the Airport, taking into account such factors as the volume of traffic and economy of collection; and

WHEREAS, federal law, 49 U.S.C. Section 40116(e)(2), recognizes the right of an airport proprietor to impose reasonable rental charges, landing fees, and other service charges from aircraft operators for using airport facilities; and

WHEREAS, FAA Grant Assurance 22 (Economic Nondiscrimination) requires that all fees imposed on aeronautical users be fair, reasonable, and not unjustly discriminatory among similarly situated users; and

WHEREAS, the City Council adopted Resolution No. 12227 on September 12, 2011, effective October 1, 2011, which established certain fees at the Airport and repealed Resolution Nos. 9389 and 9820; Resolution No. 12227 constitutes the operative fee authority for the Airport for all fee categories except the Bryan Circle T-hangar and storage unit, which are governed by Ordinance No. 10811 (adopted October 15, 2024, effective January 1, 2025); and

WHEREAS, the rates established by Resolution No. 12227 have not been comprehensively updated since 2011 and no longer reflect the cost of Airport operations, current market conditions at comparable Colorado airports, or the full range of fee categories necessary to make the Airport as self-sustaining as possible consistent with Grant Assurance 24; and

WHEREAS, the attached Schedule of Rates and Charges establishes security violation fines assessed on a progressive basis for violations of Airport security rules and regulations; because such fines constitute penalties for the violation of rules and regulations, Section 3-17 of the City Charter requires that they be adopted by ordinance; and

WHEREAS, the attached Schedule of Rates and Charges is designed to: (i) compensate the City for its costs to accommodate Airport tenants and users; (ii) make the Airport as financially self-sustaining as possible consistent with Grant Assurance 24; (iii) capture a fair return from persons and entities accessing the Airport for commercial purposes; and (iv) maintain rates that are reasonable and competitive with airports of comparable size and activity; and

WHEREAS, all revenues collected under this Schedule shall be deposited into the Airport's dedicated fund and used exclusively for the capital or operating costs of Pueblo Memorial Airport or other permitted airport purposes, consistent with FAA Grant Assurance 25 (Airport Revenues) and Pueblo Municipal Code Section 3-1-7; and

WHEREAS, maintaining Ordinance No. 10811 alongside the comprehensive Schedule would create ambiguity as to the operative rate authority for the 31501 Bryan Circle facility, and formal repeal of Ordinance No. 10811 is necessary to eliminate that ambiguity and ensure a single, consistent rate structure governs all Airport fees. NOW, THEREFORE,

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

SECTION 1.

The City Council hereby adopts the attached Schedule of Rates and Charges for Pueblo Memorial Airport (the "Schedule"), attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2.

The attached Schedule shall apply, without limitation, to the following categories of Airport tenants and users: Air Carriers; General Aviation Aircraft Operators; Fixed Base Operators (FBOs); Aircraft Ground Service Operators; Hangar and Airside Lessees; Terminal Building Tenants; and all other users of Airport facilities, supplies, and services.

SECTION 3.

The Schedule shall be implemented and imposed as follows: (a) the applicable rates and charges shall be incorporated within any and all leases, licenses, permits, contracts, and other agreements entered into on or after the effective date hereof; (b) applicable rates and charges shall apply to any existing lease, license, permit, contract, or other agreement that explicitly requires the tenant or user to pay rates and charges as established by the City Council; and (c) applicable rates and charges shall apply to any user of the Airport conducting an activity covered by the Schedule who does not operate pursuant to a lease, license, permit, contract, or other agreement with the City.

SECTION 4.

The terms of this Ordinance and the attached Schedule shall not apply in any manner that presents an irreconcilable conflict with the express terms of an existing lease, license, permit, contract, or other agreement between the City and an Airport tenant or user.

SECTION 5.

This Schedule is not intended to be exclusive or exhaustive. The City reserves the right to charge for items not covered by this Schedule, including without limitation recovery for damage to the Airport and fines and penalties for violation of Airport rules and regulations.

SECTION 6.

The Director of Aviation is authorized and directed to administer, enforce, and publish the Schedule of Rates and Charges in accordance with its terms, and to make the Schedule publicly available on the Airport website. Annual adjustments made pursuant to Section 1.8 of the Schedule (CPI-based adjustments) may be implemented by the Director of Aviation without a new Council ordinance or resolution, unless the City Council determines otherwise. The Director of Aviation shall publish any such adjustment on the Airport website no later than thirty (30) days prior to its effective date.

SECTION 7.

The attached Schedule of Rates and Charges shall continue in effect unless and until superseded by a further ordinance or resolution adopted by the City Council.

SECTION 8.

This Ordinance supersedes, to the extent of any conflict, the rates established by Resolution No. 12227 (adopted September 12, 2011). Resolution No. 12227 is hereby repealed.

SECTION 9.

Ordinance No. 10811, adopted by the City Council of Pueblo on October 15, 2024, and entitled "An Ordinance Amending T-Hangar and Storage Unit Rental Rates at 31501 Bryan Circle at the Pueblo Memorial Airport, in the City and County of Pueblo, and Repealing Resolution 9389," is hereby repealed in its entirety, effective on the date this Ordinance becomes effective. Rates for T-hangars and the storage unit at 31501 Bryan Circle shall be governed exclusively by the Schedule adopted in Section 1 of this Ordinance. Nothing in this Ordinance shall be construed to impair the obligations of any existing lease or rental agreement between the City and a tenant of the 31501 Bryan Circle facility that was executed in accordance with the rates established by Ordinance No. 10811 prior to the effective date of this Ordinance; such agreements shall remain in effect according to their express terms until expiration or renegotiation.

SECTION 10.

The officers and staff of the City are authorized and directed to perform any and all acts consistent with the intent of this Ordinance to effectuate the policies and procedures described herein, including without limitation updating any published rate schedules and notifying tenants of the 31501 Bryan Circle facility of the change in governing rate authority.

SECTION 11.

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 August 10, 2026.

Final adoption of Ordinance by City Council on August 24, 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

EXHIBIT A

SCHEDULE OF RATES AND CHARGES

PUEBLO MEMORIAL AIRPORT (KPUB)

Effective July 13, 2026

SECTION 1. GENERAL TERMS

1.1 Scope

This Schedule applies to all users of Pueblo Memorial Airport ("Airport"), including tenants, lessees, permittees, concessionaires, aircraft operators, and all other persons or entities using Airport facilities, services, or airspace, except as otherwise expressly provided in a written agreement approved by the City of Pueblo ("City").

1.2 Payment Terms

All fees and charges are due and payable within thirty (30) days of receipt of an invoice, bill, or other notice of payment obligation, unless a written agreement with the City specifies different terms.

1.3 Late Charge and Interest

Unless otherwise agreed upon through a Lease or Agreement, any fee or charge not paid when due shall be subject to a late charge of fifty dollars ($50.00). In addition, unpaid amounts shall accrue interest at the rate of eight percent (8%) per annum from the original due date until receipt of payment. Returned checks or dishonored electronic payments may constitute a late payment if the payment is not resolved prior to the date in which the original payment was due. Partial payments shall be applied first to late charges, then to accrued interest, then to principal.

1.4 Payment Address

All payments shall be made to: City of Pueblo, Director of Aviation, Pueblo Memorial Airport, 31201 Bryan Circle Suite 200, Pueblo, Colorado 81001, unless the Director of Aviation directs otherwise in writing.

1.5 Inspection of Books and Records

The City reserves the right to inspect books and records of Airport tenants, operators, and users for the limited purpose of verifying proper calculation and payment of rates and charges imposed under this Schedule.

1.6 Remedies for Nonpayment

If any person or entity fails to pay rates and charges when due, the City may pursue all remedies available under law and equity, including without limitation: recovery of all amounts due with interest; incidental and consequential damages and attorney’s fees; termination of any lease, license, permit, or agreement; retention of security deposits; suit for specific performance, injunctive relief, or money damages; and denial of continued access to Airport facilities pending cure.

1.7 Airport Damage

Airport users are liable for all damage to Airport property caused by the user or its officers, agents, employees, contractors, subcontractors, representatives, customers, guests, or parties acting under the user's direction or control, ordinary wear and tear excepted.

1.8 Annual CPI Adjustment

Unless otherwise provided in a written agreement with the City, all rates and charges in this Schedule shall be adjusted annually, effective January 1 of each year, by the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U),using the most recent 12-month period for which data is available prior to October 1 of the preceding year. If the CPI-U is negative in any year, rates shall remain unchanged for that adjustment period. 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.

1.9 Reservation of Rights

This Schedule is not exhaustive. The City reserves the right to charge for items not covered by this Schedule, including recovery for Airport damage and fines and penalties for violation of Airport rules and regulations. The City Council may amend this Schedule at any time by ordinance or resolution.

SECTION 2. LANDING FEES

Landing fees apply to all aircraft landing at the Airport, except as exempted below. Fees are calculated on the basis of the aircraft's certified maximum gross landing weight (MGLW) as published in FAA records.

2.1 Landing Fee Schedule

Class of Aircraft	Rate
Commercial Signatory Carrier	Contract Rate
Commercial Non-Signatory Carrier per 1,000 lbs. MGLW	$3.00
Charter / Non-Scheduled Commercial per 1,000 lbs. MGLW	$3.00
General Aviation (12,501 lbs. MGLW and above) per 1,000 lbs. MGLW	$2.00
General Aviation (12,500 lbs. MGLW and below)	No Charge
Military Aircraft	Joint Use Agreement

2.2 Special Rules

(a) Training Flights: One-half (1/2) of the applicable rate per landing for each landing performed in conjunction with a training flight, including touch-and-go and stop-and-go operations.

(b) Emergency Landings: No landing fee is assessed when an aircraft lands at the Airport due to a declared emergency.

(c) Forced Return: No landing fee is assessed when an aircraft departs the Airport and, without stopping at another airport, is forced to return to the Airport due to weather, mechanical failure, or other similar precautionary reason.

(d) Non-Signatory Surcharge: Rates charged to non-signatory airlines shall not be less than 125% of the signatory rate for the same class of aircraft. The rates in Section 2.1 for Non-Signatory Carriers already reflect this surcharge.

(e) Reporting: Commercial aircraft operators shall submit monthly activity reports to the Director of Aviation no later than the 10th of the following month on forms provided or approved by the Director.

SECTION 3. TERMINAL BUILDING FEES

3.1 Terminal Building Usage Fee (Charter Services and Diversions)

Description	Fee
Per Two Hour Period	$200.00

Note: Applies each time the terminal building is used to support a charter flight operation or a diverted commercial flight. "Use" means a single aircraft movement (arrival or departure) utilizing terminal building facilities.

3.2 Airport Operations Staff Fees

3.2.1 Airport Operations Staff Hourly Rate. Any person or entity whose operations or requests during Normal Business Hours require extraordinary Airport operations staff services specifically attributable to that user's operations and exceed the scope of routine daily airport support, shall pay the Airport Operations Staff Hourly Rate per hour, per staff member, with a minimum charge of one (1) hour. Time shall be calculated in thirty (30) minute increments after the first hour. Extraordinary services may include, but are not limited to, extended staff coverage for late or delayed flights, diversion aircraft handling requiring dedicated personnel, disabled aircraft removal or repositioning requiring staff coordination beyond initial response, terminal building access outside Normal Business Hours, and snow and ice removal requested by a specific operator beyond routine airfield maintenance. The Director of Aviation shall determine whether a requested service constitutes an extraordinary service subject to this Section. The Airport Operations Staff Hourly Rate shall be the fully loaded hourly cost to the City for the staff member providing the service, including base wages, FICA, PERA contributions, workers' compensation, health insurance, and reasonable administrative overhead, as determined by the Director of Aviation based on the most recent payroll data available at the time of service.

3.2.2 After-Hours Callout Fee. Any person or entity whose operations or requests require Airport operations staff presence outside Normal Business Hours shall pay the After-Hours Callout Rate per hour, per staff member, with a minimum charge of four (4) hours per callout. Time shall be calculated in thirty (30) minute increments after the minimum period. The After-Hours Callout Rate is calculated at one and one-half (1.5) times the Airport Operations Staff Hourly Rate established in Section 3.2.1 and reflects the overtime premium and minimum callback obligation incurred by the City in providing operations staff outside Normal Business Hours.

3.2.3 Normal Business Hours Defined. For purposes of this Section, "Normal Business Hours" means 6:00 a.m. to 10:00 p.m. daily. Operations occurring outside these hours are subject to the After-Hours Callout Rate.

3.2.4 Advance Notice Required. Requests for Airport operations staff services outside Normal Business Hours must be submitted to the Director of Aviation or designee no fewer than twenty-four (24) hours in advance of the requested service time. Requests received with fewer than twenty-four (24) hours' notice may be accommodated at the Director's sole discretion.

3.2.5 Cancellation. Cancellation of a confirmed after-hours callout must be received by the Director of Aviation or designee no fewer than twelve (12) hours before the scheduled service time. Cancellations received after that deadline, or failure to appear for a confirmed operation, shall result in assessment of the full minimum After-Hours Callout Fee.

3.2.6 Invoicing and Payment. Fees under this Section shall be invoiced monthly and are subject to the payment terms, late charges, and interest provisions of Section 1 of this Schedule. The Director of Aviation may, in the Director's discretion, require a valid credit card authorization or advance deposit before confirming an after-hours callout.

3.2.7 Exclusions. This Section does not apply to (a) services provided to the United States Government in accordance with Grant Assurance 22 and 49 U.S.C. § 47107(a)(2); (b) emergency response by Airport operations staff to conditions affecting the safety of Airport operations, which are not subject to user fees; or (c) routine Airport self-inspection activities required under 14 CFR Part 139, the cost of which is captured in other rate categories.

3.2.8 Director's Authority. The Director of Aviation shall have authority to establish administrative procedures for scheduling, documenting, and billing Airport operations staff services under this Section, consistent with the terms of this Schedule and Pueblo Municipal Code Title III, Chapter 1.

3.2.9 Routine Services Not Subject to Charge. Routine airport operations services provided during Normal Business Hours are not subject to a separate charge under this Section. Routine services include, but are not limited to, airside vehicle escorts, Air Operations Area (AOA) access coordination, ramp and gate coordination, badge office services, and wildlife management patrols conducted as part of the Airport's daily operational program. The costs of routine services are recovered through other rate categories established in this Schedule.

3.3 Terminal Building Exclusive Space Lease

Description	Rate
Rate per sq. ft. per year (exclusive-use space)	Contract

Note: Applies to non-aircraft-operator tenants leasing exclusive space in the terminal building and not operating under the current airline use and lease agreement. Rate subject to annual CPI adjustment per Section 1.8.

SECTION 4. T-HANGAR AND AIRSIDE LAND LEASE RATES

4.1 T-Hangar Monthly Rental Rates

Location / Type	Monthly Rate
31501 Bryan Circle T-Hangar (enclosed) effective 7/1/2027	$285.00
31501 Bryan Circle Storage Unit	$215.00
291 Skyway T-Hangar (enclosed)	$500.00
449 and 430 Skyway Hangars	Contract

Note: T-hangar rates are subject to annual CPI adjustment per Section 1.8. Subleasing is not permitted. 291 Skyway is expected to be available for lease in October 2027. 430 Skyway and 449 Skyway Hangars are City-owned facilities not yet available for lease. Rental rates will be established by written agreement upon availability.

4.2 Airside Land Lease Rates (Annual, per sq. ft.)

Category	Annual Rate / Sq. Ft.
Unimproved Aeronautical Land	$0.25
Improved Aeronautical Land	$0.35
Non-Aeronautical Land (Airport Industrial Park and other)	Fair Market Value

Note: New airside ground leases shall be executed at the greater of the applicable schedule rate or fair market value as determined by current appraisal. Rates subject to annual CPI adjustment per Section 1.8. Non-aeronautical land rates shall be set by appraisal or market analysis conducted at least every five years. Existing leases with express rate terms are not overridden by this Schedule until expiration or renegotiation, per Section 4 of the Ordinance.

SECTION 5. AIRPORT PUBLIC PARKING FEES

5.1 Public Parking Rates

Duration	Rate
0 to 2 hours	FREE
Over 2 hours (per 20-minute increment after free period)	FREE
Daily maximum (24-hour period)	FREE
Monthly parking permit	FREE

SECTION 6. SECURITY ACCESS CREDENTIALING FEES

Security credentialing fees cover the administrative and operational costs of issuing and maintaining Airport access credentials pursuant to the Airport's Security Program under 49 C.F.R. Part 1542.

6.1 Badge and Credential Fees

Credential Type / Transaction	Fee
SIDA / Sterile Area Badge, Initial Issue (includes CHRC fingerprinting, Security Threat Assessment, photo, required training, and identification media)	$125.00
SIDA / Sterile Area Badge, Initial Issue (not including CHRC fingerprinting, Security Threat Assessment) including photo, required training, and identification media)	$75.00
SIDA / Sterile Area Badge, Annual Renewal	$50.00
AOA Badge, Initial Issue (includes Security Threat Assessment, photo, required training, and identification media)	$65.00
AOA Badge, Annual Renewal	$20.00
Badge, 1st Lost or Stolen Replacement	$100.00
Badge, 2nd Lost or Stolen Replacement	$200.00
Badge, 3rd or Subsequent Lost or Stolen Replacement	$300.00
Unreturned Badge (charge to employer of record)	$100.00

6.2 Security Violation Fines

Security violation fines are assessed on a progressive basis within a rolling twelve (12) month period, measured from the date of the most recent violation. The Director of Aviation shall classify each violation as negligent or intentional at the time of issuance. All fines are assessed against the badge holder's employer of record. Fines are in addition to, and do not substitute for, any penalties imposed by the TSA under 49 C.F.R. Part 1542.

Occurrence (within rolling 12-month period)	Negligent Violation	Intentional Violation
1st Violation	Written Warning	$250.00
2nd Violation	$100.00	$500.00
3rd Violation	$250.00	$500.00 + 30-day badge suspension
4th or Subsequent Violation	$500.00 + 30-day badge suspension	Badge revocation

The Director of Aviation may revoke any badge at any time for cause, including but not limited to a single violation that creates an immediate threat to Airport security. Badge holders subject to suspension or revocation may request a meeting with the Director of Aviation within ten (10) business days of the notice of action. The Director's decision following any such meeting shall be final. Fines not paid within thirty (30) days are subject to the late charge and interest provisions of Section 1.3.

SECTION 7. MISCELLANEOUS FEES

Item	Fee
Credit Card Payment Convenience Fee, pursuant to C.R.S. § 29-11.5-103(3)	Actual Cost
Lease Transfer / Assignment Fee	$250.00
Public Records (CORA) Requests, Research and Retrieval	C.R.S. Section 24-72-205
SASO Permit Fee	$250.00 initial / $25.00 annual renewal
Special Event/Use Fee	Contract
Aircraft Ramp Parking Fee 3 days or less	Free
Aircraft Ramp Parking Fee 4 days or more	By Written Agreement Only
Conference Room Usage per day	$100.00
Returned Check / Dishonored Electronic Payment	$15.00
Based Aircraft Tie-Down, single engine, per month	$75.00
Based Aircraft Tie-Down, multi-engine / turboprop, per month	$125.00

- END OF EXHIBIT A -