



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

**MONDAY, SEPTEMBER 14, 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

Jason Eberhardt, The Life Church

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

E1 Proclamation Presentation: "Creek Week - September 26 – October 4, 2026" - Susan Finzel, Pueblo Outreach Coordinator

F. PUBLIC FORUM

G. COUNCIL MEMBER AND MAYOR COMMENTARY

H. REVIEW OF AGENDA

I. READING AND APPROVAL OF MINUTES

Motion to dispense with the reading and approve the Minutes of the Regular Meeting dated August 24, 2026, as distributed.

I1 City Council Minutes 082426

J. PUBLIC HEARINGS

Public Hearing for the purpose of receiving public testimony as it pertains to assessing the cost of demolition and removal of dangerous buildings upon land located at 125 E. 7th Street.

REQUIRED COUNCIL ACTION: *Open the Hearing, Receive Public Testimony, and Close the Hearing.*

J1 An Ordinance assessing the cost of demolition and removal of dangerous buildings upon land located at 125 E. 7th Street - *Introduced August 24, 2026 by Councilor Selena Ruiz-Gomez*

K. CONSENT AGENDA

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

explanatory.

L. COMMUNICATIONS

L1 Minutes of Planning and Zoning Commission Meeting for 7/8/2026

M. RESOLUTIONS

- M1 A Resolution appointing the City Clerk as the Designated Election Official for the Special Municipal Election to be held on November 3, 2026, and Ratifying the City Clerk's certification of the content of the ballot for said election
- M2 A Resolution awarding a construction contract in the amount of \$43,569.00 to Industrial Constructors/Managers, Inc. (ICM) In the Amount Of \$43,569.00 for Project No. 26-005 (WWAN04) FY2026 Primary Scum Flushing Loop at the James R. Dilorio Water Reclamation Facility, setting forth \$4,356.90 for contingencies and authorizing the Purchasing Agent to execute the same
- M3 A Resolution authorizing the issuance of a Revocable Permit (REV-26-26) to Pueblo Community College for the use of the public right-of-way along Orman Avenue between Arthur Street and Marilyn Place to host their inaugural Farm to Table Dinner on Saturday, September 26, 2026
- M4 A Resolution confirming the appointment by the Mayor of Robert Esser to complete a four-year term expiring August 30, 2030, on the ADA Advisory Committee
- M5 A Resolution ratifying the joint Pueblo-Boone appointment of Jim Valentine to serve on the Building Board of Appeals of the Southern Colorado Building Commission (SCBC) in the engineer position
- M6 A Resolution authorizing the issuance of a Revocable Permit (REV-26-27) to the HARP Authority, a Colorado nonprofit corporation, for the use of Alan Hamel Avenue from South Union Avenue and Santa Fe Avenue, and Main Street between "D" Street and City Center Drive to facilitate the new PuebloCo Event

N. ORDINANCES – FIRST PRESENTATION

- N1 An Ordinance imposing a twenty-four-month moratorium on the acceptance of applications for and the issuance of new retail marijuana store facility licenses under Chapter 11 of Title XI of the Pueblo Municipal Code
- N2 An Ordinance approving an Airline Operating Agreement and Terminal Building Lease between the City of Pueblo, a Colorado Municipal Corporation, and Key Lime Air Corporation DBA Denver Air Connection, a corporation doing business in the State of Colorado, and authorizing the Mayor to execute same
- N3 An Ordinance amending zoning restrictions to Zone 250.1 acres of the Jackson Ranch Annexation Area to Agricultural One (A-1) Zone District
- N4 An Ordinance amending zoning restrictions to Zone 65.70 acres of the Jackson Ranch Annexation Area to an Agricultural Four (A-4) Zone District
- N5 An Ordinance amending zoning restrictions to Zone 225.66 acres of the Jackson Ranch Annexation area to Single-Family Residential (R-2) Zone District
- N6 An Ordinance amending zoning restrictions to zone 50.03 acres of the Jackson Ranch Annexation Area to One- and Two-Family Residential (R-3) zone district
- N7 An Ordinance amending zoning restrictions to rezone 0.29 acres at 1209 Nevada Ave from

a Highway and Arterial Business (B-3) Zone District to a Mixed Residential (R-4) Zone District

- N8 An Ordinance amending Section 15-1-4 of the Pueblo Municipal Code to correct transcription errors in Sections 1401 and 1402 of the Model Traffic Code (Reckless and Careless Driving) to conform to Sections 42-4-1401 And 42-4-1402, C.R.S.
- N9 An Ordinance approving a state and local law enforcement agency Memorandum of Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the United States Department of Justice, Drug Enforcement Administration, relating to the assignment of Pueblo Police Officers to the DEA Rocky Mountain Field Division Task Force, and authorizing the Mayor to execute same
- N10 An Ordinance accepting the 2025 Edward Byrne Memorial Justice Assistance Grant, award number 15PBJA-25-GG-03414-JAGX, establishing project number PS2610, budgeting and appropriating funds in the amount of \$122,927 therefor, approving a Memorandum of Understanding between the City of Pueblo, a Colorado Municipal Corporation, and Pueblo County, Colorado relating to the receipt and disbursement of the grant funds, and ratifying the Mayor's prior execution of same
- N11 An Ordinance establishing project number PS2608 in the Public Safety Grants fund, budgeting and appropriating funds in the amount of \$25,000.00 into project number PS2608, approving and accepting a grant award between Pueblo, a Colorado Municipal Corporation, and the State of Colorado, acting by and through the Colorado Department of Transportation, relating to the federal fiscal year 2027 "Reducing Fatal Crashes Through Speed Enforcement" grant for the period of October 1, 2026, through September 30, 2027, and authorizing the Mayor to execute same
- N12 An Ordinance repealing and reenacting Section 15-1-10 of the Pueblo Municipal Code entitled "Owner Liability for Traffic Signal Camera Violations" to conform the City's traffic signal camera program to Senate Bill 26-152 and to align operationally with Section 15-1-25
- N13 An Ordinance amending TITLE XV of the Pueblo Municipal Code by the addition of a new Section 15-1-25 entitled "Automated Vehicle Identification System Speed Enforcement" to authorize the use of automated vehicle identification systems for the detection of speed violations within designated corridors and eligible locations pursuant to C.R.S. Section 42-4-110.5
- N14 An Ordinance designating Automated Vehicle Identification System corridors on specified streets within the City of Pueblo pursuant to Section 15-1-25 of the Pueblo Municipal Code and C.R.S. Section 42-4-110.5, and making legislative findings in support thereof
- N15 An Ordinance approving an automated speeding enforcement agreement between the City of Pueblo and Obvio Inc. and authorizing the Mayor to execute the agreement
- N16 An Ordinance approving the form of a rooftop public safety camera license agreement between the City of Pueblo, a Colorado Municipal Corporation, and property owners for the placement of public safety cameras on rooftops within the City and authorizing the Mayor to execute same
- N17 An Ordinance establishing project CI2620 - Pueblo Mountain Park - Aspen Acres, transferring, budgeting, and appropriating insurance proceeds for fire damage at Pueblo Mountain Park, and providing for the transfer of any remaining funds.

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 28, 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 Assistance League of Pueblo Inc. in the amount of \$2,500 to sponsor the Holiday Fashion Preview from 9:30 am - 3:00 pm on Saturday, December 5, 2026, at Pueblo Convention Center
- Q2 A Resolution authorizing payment from the council contingencies account in the 2026 general fund budget to HardKnox Gang Prevention & Intervention in the amount of \$5,000 to sponsor program related operating expenses
- Q3 A Resolution authorizing payment from the council contingencies account in the 2026 general fund budget to The Becky Baker Foundation in the amount of \$2,000 to sponsor Giving Hearts taking place from 10:00 am to 2:00 pm on Fridays and Saturdays from November 20 to December 12, 2026, at The Becky Baker Foundation Survivor Resource Center
- Q4 A Resolution authorizing payment from the council contingencies account in the 2026 general fund budget to Pueblo Community Health Center Foundation in the amount of \$1,500 to sponsor the Fiesta Fundraiser—A Dueling Pianos Show at the Sangre de Cristo Arts and Conference Center, on Friday, October 16, 2026, from 6:00 to 9:00 PM
- Q5 A Resolution confirming the appointment by the Mayor of Thomas Slavonik to serve a two (2) year term on the Airport Policy Advisory Committee
- Q6 A Resolution confirming the appointment by the Mayor of Bill Evans to serve a two (2) year term on the Airport Policy Advisory Committee
- Q7 A Resolution confirming the appointment by the Mayor of Vance Crocker to serve a four (4) year term on the Airport Policy Advisory Committee
- Q8 A Resolution confirming the appointment by the Mayor of Reese Hays to serve a four (4) year term on the Airport Policy Advisory Committee
- Q9 A Resolution approving the transfer of funds from Annual Large Main Rehab (WWAN02) in the amount of \$1,000,000 to Emergency Point Repairs (WWAN03)
- Q10 A Resolution awarding a construction contract in the amount of \$928,420.00 to N Line Electric for Project No. 26-043 (WW1203) FY2026 Switchgear Replacement at the James R. Dilorio Water Reclamation Facility, setting forth \$92,842.00 for contingencies and authorizing the Purchasing Agent to execute the same

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 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*

- R3 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 - *Introduced August 24, 2026 by Councilor Selena Ruiz-Gomez*
- R4 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 - *Introduced August 24, 2026 by Councilor Selena Ruiz-Gomez*
- R5 An Ordinance approving an agreement between Pueblo, a Colorado Municipal Corporation, and Pueblo Municipal Rail Corporation and authorizing the Mayor to execute same - *Introduced August 24, 2026 by Councilor Selena Ruiz-Gomez*
- R6 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 - *Introduced August 24, 2026 by Councilor Selena Ruiz-Gomez*
- R7 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 - *Introduced August 24, 2026 by Councilor Selena Ruiz-Gomez*
- R8 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 - *Introduced August 24, 2026 by Councilor Selena Ruiz-Gomez*
- R9 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 - *Introduced August 24, 2026 by Councilor Selena Ruiz-Gomez*
- R10 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 - *Introduced August 24, 2026 by Councilor Selena Ruiz-Gomez*
- R11 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 - *Introduced August 24, 2026 by Councilor Selena Ruiz-Gomez*
- R12 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. - *Introduced August 24, 2026 by Councilor Selena Ruiz-Gomez*

S. ADJOURN

Proclamation

“Creek Week”

September 26 – October 4, 2026

- WHEREAS:** The City and County of Pueblo is fortunate to have extensive and diverse natural resources, such as forests, grasslands, riparian areas, lakes, creeks, and a variety of open spaces; and
- WHEREAS:** The watershed draining to Fountain Creek includes wetlands, natural habitat, existing trails, and recreational facilities, and is a unique and valuable resource and asset to the residents and visitors to Pueblo and southern Colorado; and
- WHEREAS:** The Fountain Creek Watershed District partners with the City of Pueblo, Pueblo County, and the neighboring communities of Fountain, Colorado Springs, El Paso County, Manitou Springs, Monument, Palmer Lake, and Green Mountain Falls, along with numerous organizations and businesses to coordinate the 13th Annual “Creek Week” cleanup; and
- WHEREAS:** We know that activities and stewardship projects such as “Creek Week” will reduce pollution in our waterways, preserve wildlife habitat, provide for a safer drinking water supply, offer cleaner water for agriculture use, and maintain property values; and
- WHEREAS:** We support “Creek Week” and the related activities and encourage businesses, churches, schools, non-profits, outdoor clubs, neighborhood associations, youth groups, service clubs, and families to volunteer to form a “Creek Crew” and clean up designated sites along Fountain Creek to protect the watershed in our community during this 9-day clean-up.

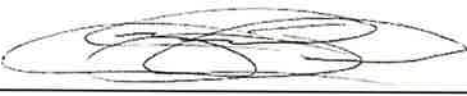
NOW, THEREFORE, WE, the Board of County Commissioners of the County of Pueblo, Colorado, and the City Council of the City of Pueblo, Colorado by the authority vested in us, do hereby proclaim September 26 – October 4, 2026, as “Creek Week” in the City and County of Pueblo, and encourage the protection, preservation, restoration, and maintenance of Fountain Creek Watershed.

IN WITNESS WHEREOF, WE have hereunto set our hands and caused the Seals of the City and County of Pueblo, Colorado, to be affixed this 14th day of September 2026.





Mark Aliff
President, City Council



Zach Swearingen
Chairman, Board of County Commissioners





**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, AUGUST 24, 2026 - 5:30 PM**

MINUTES

A. CALL TO ORDER

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

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

Council Members Present via Zoom: None.

Council Members Absent: None.

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

E. SPECIAL RECOGNITIONS

E1 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

- Bill Klenke appeared in person and spoke about building a new train station for COCO.
- Ken Dante appeared in person and spoke about energy.
- Elvis Martinez appeared in person and spoke about various topics.
- Gregory Collins appeared in person and spoke about construction of Pueblo Blvd.
- Heather Roybal, No Show

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 Gomez, moved to approve the agenda as distributed.

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

J. READING AND APPROVAL OF MINUTES

J1 CITY COUNCIL MINUTES 08/10/26

Councilor Danti, seconded by Councilor Hernandez, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **August 10, 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 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**

This Resolution was assigned as 16404.

- 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**

This Resolution was assigned as 16405.

- 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**

This Resolution was assigned as 16406.

- 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**

This Resolution was assigned as 16407.

- 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

This Resolution was assigned as 16408.

M6 A RESOLUTION APPROVING COMPENSATION WITH RESPECT TO A LEGAL SERVICES AGREEMENT WITH FAIRFIELD & WOODS, P.C.

This Resolution was assigned as 16409.

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

This Resolution was assigned as 16410.

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

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

Councilor Boston, seconded by Councilor 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 16411.

M9 A RESOLUTION ESTABLISHING THE AIRPORT POLICY ADVISORY COMMITTEE

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

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

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

This Resolution was assigned as 16412.

**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**

A staff report and detailed review of the Resolution was given by Heather Graham, Mayor.

Councilor Gomez, seconded by Councilor Ruiz-Gomez, moved to postpone this Resolution to September 14, 2026, and bring back four separate resolutions voting for each individual separately.

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

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

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 September 14, 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 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

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

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

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 16413.

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

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

Councilor Boston, 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 16414.

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

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

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

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

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

This Resolution was assigned as 16415.

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

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

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 16416.

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

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

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

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

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

This Resolution was assigned as 16417.

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.

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

Councilor Gomez, 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 16418.

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**

A staff report and detailed review of the Ordinance was given by Kenny Ryder, Deputy Chief.

PUBLIC HEARING:

- Devin Flores appeared in person and spoke against this Ordinance.
- Elvis Martinez appeared in person and spoke against this Ordinance.
- Marissa Lopez appeared in person and spoke against this Ordinance.
- Susie Jade appeared in person and spoke against this Ordinance.
- Eleanora Bartolo appeared in person and spoke against this Ordinance.
- Doug McGennity appeared in person and spoke against this Ordinance.

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

Councilor Ruiz-Gomez, seconded by Councilor Gomez, moved to postpone this Ordinance until September 14th, 2026.

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

**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**

A staff report and detailed review of the Ordinance was given by Kenny Ryder, Deputy Chief

PUBLIC HEARING:

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

Councilor Gomez, 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 11254.

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

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

PUBLIC HEARING:

- David Lylte appeared in person and spoke for this Ordinance.
- Joe Arroigo appeared in person and spoke for this Ordinance.
- Steve Nawrocki appeared in person and spoke for this Ordinance.
- Christina Trujillo appeared in person and spoke for this Ordinance.
- Mark Yeagerl appeared in person and spoke for this Ordinance.
- Marlene Styles appeared in person and spoke for this Ordinance.
- Susie Jade appeared in person and spoke for this Ordinance.
- Jay Rosenburg appeared in person and spoke for this Ordinance.
- Jeannie Walker appeared in person and spoke for this Ordinance.
- Eleanora Bartolo appeared in person and spoke for this Ordinance.
- Joel Carpenter appeared in person and spoke for this Ordinance.
- Jeanne Arrigo appeared in person and spoke for this Ordinance.
- Barbara Vidmar appeared in person and spoke for this Ordinance.
- Betty Jo Aragon appeared in person and spoke for this Ordinance.
- Jeffery Moore appeared in person and spoke for this Ordinance.
- Bennie Zercher appeared in person and spoke for this Ordinance.
- Tricia Burton appeared in person and spoke for this Ordinance.
- Heather Graham appeared in person and spoke for this Ordinance.
- Tara Trujillo appeared in person and spoke for this Ordinance.

- Elvis Martinez appeared in person and spoke against this Ordinance.
- Nikki Hart appeared in person and spoke against this Ordinance

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

Councilor Ruiz-Gomez, seconded by Councilor Danti, moved to postpone this Ordinance to October 14, 2026.

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

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

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

PUBLIC HEARING:

- Elvis Martinez appeared in person and spoke against this Ordinance.
- Larry Atencio appeared in person and spoke against this Ordinance.

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

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

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

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

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

PUBLIC HEARING:

- Betty Jo Aragon appeared in person and spoke in favor of this Ordinance.
- Elvis Martinez appeared in person and spoke against this Ordinance.

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

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

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

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

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

PUBLIC HEARING:

- Elvis Martinez appeared in person and spoke against this Ordinance.

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

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

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

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

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

PUBLIC HEARING:

- Elvis Martinez appeared in person and spoke against this Ordinance.

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

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

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

This Ordinance was assigned as **11255**.

R8 AN ORDINANCE ADOPTING RULES AND REGULATIONS FOR THE MANAGEMENT, OPERATION, CONTROL, AND USE OF PUEBLO MEMORIAL AIRPORT

This item was continued to October 26, 2026.

R9 AN ORDINANCE ADOPTING MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES AT PUEBLO MEMORIAL AIRPORT AND REPEALING ALL PRIOR MINIMUM STANDARDS FOR AERONAUTICAL ACTIVITIES

This item was continued to October 26, 2026.

R10 AN ORDINANCE ESTABLISHING A SCHEDULE OF RATES, CHARGES, AND PENALTIES FOR PUEBLO MEMORIAL AIRPORT (KPUB) AND REPEALING ORDINANCE NO. 10811

This item was continued to October 26, 2026.

S. ADJOURN

President Aliff adjourned the meeting at 11:26 p.m.

Respectfully submitted,
Clyde Bishop

Clyde Bishop
City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 14, 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. 11256AN 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 August 24, 2026.

Final adoption of Ordinance by City Council on September 14, 2026.

DocuSigned by:

Mark Aliff

B7A4F51823AB402...

President of City Council

Action by the Mayor:

☒ Approved on 09/15/2026.

☐ Disapproved on _____ based on the following objections:

Signed by:

Heather Graham

3A86950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

DocuSigned by:

Clyde Bishop

F1C1AF8727B149A...

City Clerk

Andrew E. Hayes, P.E.
Director 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	ORIGINAL CONTRACT	\$605,000.00	TOTAL	\$205,500.00
				LESS 10%	\$20,550.00
				SUBTOTAL	\$184,950.00
		CURRENT CONTRACT	\$605,000.00	LESS PRIOR PAYMENTS	\$0.00
		PERCENT COMPLETE	34%	PAY CONTRACTOR	\$184,950.00
Total	\$0.00				

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 Pato 2-20-24
Date

Construction Engineer: Todd Bumpford 2/20/24
Date

Director of Public Works: [Signature] 2/20/24
Date

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

	TOTAL	\$205,500.00
ORIGINAL CONTRACT DAYS:	90	
ADDED CONTRACT DAYS:	2	
ADJUSTED CONTRACT TIME:	92	
CONTRACT DAYS USED:	20	
CONTRACT DAYS REMAINING:	72	
	LESS 10%	\$20,550.00
	AMOUNT DUE CONTRACTOR	\$184,950.00

FIELD MEASURED BY :

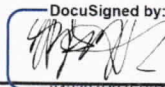


Associate Field Engineer

2-20-24

DATE

ACCEPTED BY:



For: CONTRACTOR'S REP

2/21/2024 | 11:55 AM PST

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	0.30	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	TOTAL	\$205,500.00
PRIOR PAYMENTS					LESS 10%	\$20,550.00
NO.	AMOUNT	DATE				
ACCOUNT NO.: CD2111 & CIAN23			CURRENT CONTRACT AMOUNT	\$605,000.00	LESS PRIOR PAYMENTS	\$0.00
P.O. NO. 24000558			COMPLETE	34%	PAY CONTRACTOR----->	\$184,950.00

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

This image shows a blank white page. There are some very faint, thin horizontal lines visible near the top edge, which appear to be scanning artifacts or the edges of a document's header. The rest of the page is completely empty and white.

City of Pueblo, a Municipal Corporation Department of Finance P.O. Box 1427 Pueblo, CO 81002-1427		Vendor Number 4860	Check Date 02/27/2024	Check Number 397209
Pay *One Hundred Eighty-four Thousand Nine Hundred Fifty Dollars and 00 Cents*		\$184,950.00		
To the Order Of	ROCKIES ENVIRONMENTAL AND DEMOLITION SERVICES 7270 GILPIN WAY STE 240 DENVER, CO 80229			

\$184,950.00

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

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

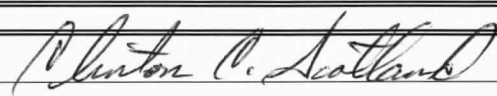
Partial Payment Summary

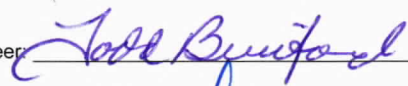
PRIOR PAYMENTS	DATE	ORIGINAL CONTRACT	TOTAL	\$350,500.00
\$184,950.00	2/20/2024	\$605,000.00	LESS 10%	\$35,050.00
			SUBTOTAL	\$315,450.00
			LESS PRIOR PAYMENTS	\$184,950.00
		CURRENT CONTRACT \$605,000.00		
		PERCENT COMPLETE 58%	PAY CONTRACTOR	\$130,500.00
Total	\$184,950.00			

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:  Date 3/22/2024

Construction Engineer:  Date 3/22/24

Director of Public Works:  Date 3/25/24

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

TOTAL \$145,000.00

ORIGINAL CONTRACT DAYS: 90

LESS 10% \$14,500.00

ADDED CONTRACT DAYS: 2

ADJUSTED CONTRACT TIME: 92

AMOUNT DUE CONTRACTOR \$130,500.00

CONTRACT DAYS USED: 20

CONTRACT DAYS REMAINING: 72

FIELD MEASURED BY :


 Associate Field Engineer

DATE

ACCEPTED BY:


 For: CONTRACTOR'S REP

3/22/2024

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 TOTAL \$350,500.00

PRIOR PAYMENTS

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

LESS 10% \$35,050.00

SUB-TOTAL \$315,450.00

CURRENT
CONTRACT
AMOUNT \$605,000.00

LESS PRIOR
PAYMENTS \$184,950.00

ACCOUNT NO.:
CD2111 & CIAN23

P.O. NO.
24000558

COMPLETE 58%

PAY
CONTRACTOR-----> **\$130,500.00**

Current Contract Amount	605,000.00
Retainage %	10%
Retainage Total	<u>60,500.00</u>
Current Contract Amount	605,000.00
Prior Payments	184,950.00
Payment Current	<u>130,500.00</u>
Remaining on PO	289,550.00
Difference	<u><u>(229,050.00)</u></u>

This image shows a blank white page. There are some very faint, thin horizontal lines visible near the top edge, which appear to be scanning artifacts or the edges of a document's header section. The rest of the page is completely empty and white.

City of Pueblo, a Municipal Corporation Department of Finance P.O. Box 1427 Pueblo, CO 81002-1427	_____	Vendor Number 4860	Check Date 04/02/2024	Check Number 398035
---	-------	------------------------------	---------------------------------	-------------------------------

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

041824/PP#3

Partial Payment No.: THREE

Project : Abate and Demolish - 125 E 7th Street

Project No. 23-142

PAY CONTRACTOR

\$258,462.20

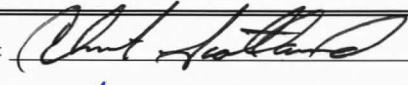
Partial Payment Summary

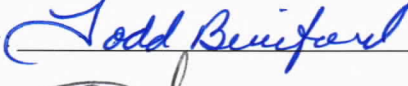
PRIOR PAYMENTS		DATE	ORIGINAL		TOTAL	\$637,680.22
PP 1	\$184,950.00	2/20/2024	CONTRACT	\$605,000.00	LESS 10%	\$63,768.02
PP 2	\$130,500.00	3/22/2024	CO 1	\$32,680.22	SUBTOTAL	\$573,912.20
			CURRENT CONTRACT	\$637,680.22	LESS PRIOR PAYMENTS	\$315,450.00
			PERCENT COMPLETE	100%	PAY CONTRACTOR	\$258,462.20
Total	\$315,450.00					

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	\$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:  5/6/24
Date

Construction Manager:  5/6/24
Date

Public Works Director:  5/9/24
Date

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 :

Associate Field Engineer

DATE

ACCEPTED BY:

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	TOTAL	\$637,680.22
			CO 1	\$32,680.22		
PRIOR PAYMENTS					LESS 10%	\$63,768.02
NO.	AMOUNT	DATE				
1	\$184,950.00	02/20/24			SUB-TOTAL	\$573,912.20
2	\$130,500.00	03/22/24				
ACCOUNT NO.: CD2111 & CIAN23			CURRENT CONTRACT AMOUNT	\$637,680.22	LESS PRIOR PAYMENTS	\$315,450.00
P.O. NO. 24000558			COMPLETE	100%	PAY CONTRACTOR----->	\$258,462.20

This image shows a blank white page. There are some very faint, thin horizontal lines visible near the top edge, which appear to be scanning artifacts or the edges of the paper's binding. The rest of the page is completely empty and white.

--	--	--	--	--	--

\$258,462.20

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

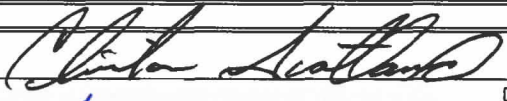
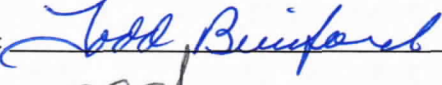
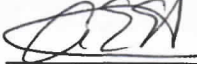
P.O. No.: 24000558

☐ 050624/PP#4&Final

Partial Payment No.: Final		Final payment please advertise	
Project : Abate and Demolish - 125 E 7th Street			
Project No. 23-142	PAY CONTRACTOR	\$63,768.02	

Partial Payment Summary					
PRIOR PAYMENTS		DATE	ORIGINAL CONTRACT		TOTAL \$637,680.22
PP 1	\$184,950.00	2/20/2024	CONTRACT	\$605,000.00	
PP 2	\$130,500.00	3/22/2024	CO 1	\$32,680.22	SUBTOTAL \$637,680.22
PP 3	\$258,462.20	4/18/2024			
			CURRENT CONTRACT	\$637,680.22	LESS PRIOR PAYMENTS \$573,912.20
			PERCENT COMPLETE	100%	PAY CONTRACTOR → \$63,768.02
Total					\$573,912.20

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: 	Date: 5/16/24
Public Works Director: 	Date: 5/9/24

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	% 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	TOTAL		\$637,680.22
			CO 1		\$32,680.22			
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.:			CURRENT CONTRACT			SUB-TOTAL		\$637,680.22
CD2111 & CIAN23			AMOUNT		\$637,680.22	LESS PRIOR PAYMENTS		\$573,912.20
P.O. NO.			COMPLETE		100%	PAY CONTRACTOR----->		\$63,768.02
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 need 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>

This e-mail transmission (including any attachments) contains information that is confidential and may be legally privileged. It is intended for the use of the addressee only. If you received this e-mail in error, we request that you contact us immediately by telephone or return e-mail, and that you delete this message from your computer. If you are not the intended recipient, please be advised that any dissemination, distribution, or copying of this e-mail is strictly prohibited. [CoP]

**LEGAL NOTICE
NOTICE OF FINAL SETTLEMENT**

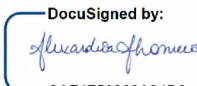
The City of Pueblo, Colorado will make final settlement with Rockies Environmental and Demolition Services on June 20, 2024, for work performed on Project known as 125 E. 7th Street Abate and Demolish, Proj 23-142. Verified statement of claims for labor, materials or supplies furnished on the project 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

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

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**

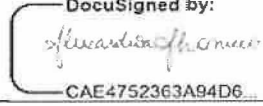
The City of Pueblo, Colorado will make final settlement with Rockies Environmental and Demolition Services on June 20, 2024, for work performed on Project known as 125 E. 7th Street Abate and Demolish, Proj 23-142 . Verified statement of claims for labor, materials or supplies furnished on the project 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

By  CAE4752363A94D6...
Alexandria A. Romero, CPA, MPAcc
Director of Finance
1 City Hall Place
Pueblo, CO 81003
Attn: Finance Department

Date	Time	Location	Weather	Temperature	Humidity	Wind Speed	Wind Direction	Cloud Cover	Notes

[illegible]

401956

FILE COPY
NON-NEGOTIABLE

All-Phase Environmental Consultants, Inc.

721 W. 9th Street
Pueblo, CO 81003

Phone (719) 545-0375

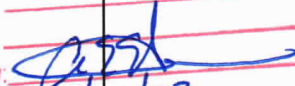
Invoice

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

PAYMENT NOT RECEIVED BY DUE DATE WILL
ACCRUE INTEREST AT 1.5% EVERY 30 DAYS
WITH A MINIMUM LATE FEE OF \$25.00.

Payments/Credits \$0.00

Balance Due \$10,000.00

E-mail

accounting@allphaseenvironmental.com



Purchase Order

Fiscal Year 2023

Page: 1 of: 1

B
I
L
L
T
O

City of Pueblo
Department of Finance
P.O. Box 1427
Pueblo, CO 81002
Accounts Payable:
(719) 553-2648

V
E
N
D
O
R

ALL-PHASE ENVIRONMENTAL CONSULTANTS INC
ALL-PHASE ENVIRONMENTAL CONSULTANTS
721 WEST 9TH STREET
PUEBLO, CO 81003
Email: BRANDICE@ALLPHASEENVIRONMENTAL.COM
Fax: (719)542-2807

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **23000864**

Delivery must be made within doors of specified destination.

S
H
I
P
T
O

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

By: Naomi Hudd
Director of Purchasing, CPPO

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



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.

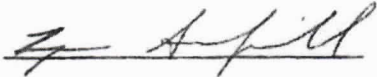
Please keep in mind that CDPHE has up to 60 day for review of the variance before approval and release of the work plan, per Colorado Regulation 8 Section III.F.

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

[illegible]

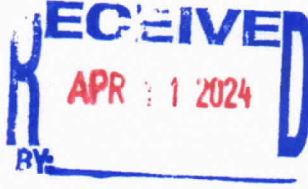
\$13,270.00

Qura'aini Editing
FILE COPY
Niger Editing
NON-NEGOTIABLE

All-Phase Environmental Consultants, Inc.

721 W. 9th Street
Pueblo, CO 81003

Phone (719) 545-0375



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.# CR
Auth.By: 4/11/2024
Date:

Thank you for your continued business!

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

Total \$43,420.00

Payments/Credits \$0.00

Balance Due \$43,420.00

This image shows a blank white page. There are some very faint, thin horizontal lines visible near the top edge, which appear to be scanning artifacts or the edges of a document's header section. The rest of the page is completely empty and white.

--	--	--	--	--	--

\$45,195.00

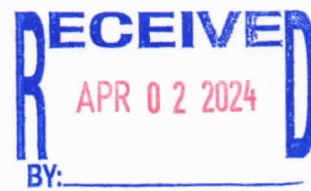
FILE COPY
NON-NEGOTIABLE

All-Phase Environmental Consultants, Inc.
721 W. 9th Street
Pueblo, CO 81003

Phone (719) 545-0375

BILL TO

City Of Pueblo - Dept of Public Works
211 E. "D" Street
Pueblo, CO 81003



Invoice

DATE	INVOICE #
4/2/2024	24-5629-2

Okay to pay P.O.# 24000585
Acct. # _____
Proj. # _____
Auth. By: _____
Date: _____

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!

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

Total \$42,940.00

Payments/Credits \$0.00

Balance Due \$42,940.00

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.



398049

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	OUT	DATE	TIME
AR 9393			W (719) 553-2295 F (719) 553-2294		08/08/22	8:00 AM VV
ID#3	PO/JOB #	RECEIVED BY		RETURNED		
	CHUCK				08/31/22	5:00 PM CT

FINAL

Page: 1

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: [Signature]
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.

[Signature]

USE DEMO/ABATE Account. 9/12/22
CI1901

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

09/07/22 10:32:30

[illegible]

\$922.12

Qura'aini Editing
FILE COPY
Niger Editing
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			SIDEWALK CLOSURE		Con# 133557	
ATTN: ENGINEERING			7TH & ALBANY			
211 E. D ST			SIDEWALK CLOSURE		Loc 200	
PUEBLO CO 81003			PUEBLO CO			
DL/ID #	DOBth	MISC	PHONE	OUT	DATE	TIME
AR 9393			W (719) 553-2295		09/01/22	7:00 AM CT
			F (719) 553-2294			
ID#3	PO/JOB #	RECEIVED BY		RETURNED		
	CHUCK				09/30/22	5:00 PM CT

FINAL

Page: 1

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#133555
END OF THE MONTH BILLING, BARRICADES ARE STILL OUT

----- Payments -----

Okay to pay PO#

22002939

Acct. #

Prn:

Auth:

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

CP1605
(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

Page 68 of 970
REC 2334

\$1,046.40

Qura'aini Editing
FILE COPY
Niger Editing
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	OUT	DATE	TIME
AR 9393			W (719) 553-2295 F (719) 553-2294		10/01/22	7:00 AM CT
ID#3	PO/JOB #	RECEIVED BY			RETURNED	10/31/22
	CHUCK					

FINAL

Page: 1

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. *CL*

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

Okay to pay P.O.# 22003233
Acct. # _____
Proj. # 028
Auth. By: [Signature]
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

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

10/31/22 08:21:49

CI1901

Page 70 of 970
REC 2604

\$1,081.28

Qura'aini Editing
FILE COPY
Niger Editing
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	OUT	DATE	TIME
AR 9393			W (719) 553-2295 F (719) 553-2294		01/01/23	7:00 AM TIB
ID#3	PO/JOB #	RECEIVED BY			RETURNED	01/31/23
CHUCK						

FINAL

Page: 1

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#133832 END OF THE MONTH BILLING, BARRICADES STILL OUT								

----- Payments -----

APPROVED TO PAY.
CRY 2/2/2023
PAY SAME ACCOUNT AS LAST MONTH.

in pay P.O.# 23000656
APC # 1901
Auth By: [Signature]
Date: 2/2/23

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

\$1,081.28

Qura'aini Editing
FILE COPY
Niger Editing
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			SIDEWALK CLOSURE		Con# 134013	
ATTN: ENGINEERING			7TH & ALBANY			
211 E. D ST			SIDEWALK CLOSURE		Loc 200	
PUEBLO CO 81003			PUEBLO CO			
DL/ID #	DOBth	MISC	PHONE	OUT	DATE	TIME
AR 9393			W (719) 553-2295		02/01/23	7:00 AM TIB
			F (719) 553-2294			
ID#3	PO/JOB #	RECEIVED BY		RETURNED	DATE	TIME
	CHUCK				02/28/23	5:00 PM CT

FINAL

Page: 1

QTY	ITEM#	MIN	HOURLY	OVNITE	8-HOUR	DAY	WEEK	4 WEEK	EXT AMT	NET AMT
8	BADN-0000				DRUM CHANNEL DEVICE N/L				672.00	672.00
	\$3.00/D					3.00				
2	T1SN-0000				BARR.T-1 SDWK CL NL				224.00	224.00
	\$4.00/D					4.00				
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. # 0291
Auth. By: [Signature]
Date: 3/2/23

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

PAY SAME ACCOUNT.



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	OUT	DATE	TIME	
AR 9393			W (719) 553-2295 F (719) 553-2294		03/01/23	7:00 AM CT	
ID#3	PO/JOB #	RECEIVED BY		RETURNED	03/31/23	5:00 PM CT	
	CHUCK						

FINAL

Page: 1

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#134013
END OF THE MONTH BILLING, BARRICADES ARE STILL OUT

----- Payments -----

pay P.O.# 23001377

By: [Signature]
date: 4/5/23

Date: _____
A/n. By: _____
P.O.# _____
Acct.# _____
Okay to pay P.O.# _____

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

Approved
TO PAY
Chg 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

\$1,081.28

Qura'aini Editing
FILE COPY
Niger Editing
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				SIDEWALK CLOSURE	
ATTN: ENGINEERING				7TH & ALBANY	Con# 134210
211 E. D ST				SIDEWALK CLOSURE	
PUEBLO CO 81003				PUEBLO CO	Loc 200
DL/ID #	DOBth	MISC	PHONE		DATE TIME
AR 9393			W (719) 553-2295	OUT	04/01/23 7:00 AM CT
			F (719) 553-2294		
ID#3	PO/JOB #	RECEIVED BY			
	CHUCK			RETURNED	04/30/23 5:00 PM CT

FINAL

Page: 1

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#134104								
		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.

Approved.
CR
5/4/23

Okay to pay P.O.#
Acct # CI 1901
Proj.# 40100000 - 58250
Auth. By: _____
Date: _____

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"

04/28/23 08:55:16

Reg. 1405



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	OUT	DATE	TIME
AR 9393			W (719) 553-2295 F (719) 553-2294		05/01/23	7:00 AM CT
ID#3	PO/JOB #	RECEIVED BY		RETURNED		
	CHUCK				05/31/23	5:00 PM CT

FINAL

Page: 1

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.
CR 6/5/23
USE PREVIOUS FINANCIAL SOURCE.

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

Okay to pay P.O.# 23001955
Acct. # E
Proj. # 901
Auth. By: [Signature]
Date: 6/8/23

RENT	992.00
SALES	0.00
OTHER	0.00
DW/FEEES	89.28
SMM TAX	0.00
SALES TAX	0.00
USE TAX	0.00
TOTAL DUE	1081.28
AMT BILLED	1081.28

[illegible]

--	--	--	--	--	--	--

\$2,105.82

Qura'aini Editing
FILE COPY
Niger Editing
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	OUT	DATE	TIME
AR 9393			W (719) 553-2295 F (719) 553-2294		06/01/23	7:00 AM CT
ID#3	PO/JOB #	RECEIVED BY		RETURNED		
	CHUCK				06/30/23	5:00 PM CT

FINAL

Page: 1

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#134321
END OF THE MONTH BILLING, BARRICADES ARE STILL OUT

----- Payments -----

Bill to: ~~621904~~

Approved to Pay.

Chg. P.E.
USE ~~Proctor's Account~~
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: [Signature]
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

--	--	--	--	--	--

392397

Qura'aini Editing
FILE COPY
Nijia Editing
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			SIDEWALK CLOSURE			
ATTN: ENGINEERING			7TH & ALBANY	Con# 134590		
211 E. D ST			SIDEWALK CLOSURE			
PUEBLO CO 81003			PUEBLO CO	Loc 200		
DL/ID #	DOBth	MISC	PHONE	OUT	DATE	TIME
AR 9393			W (719) 553-2295		07/01/23	7:00 AM CT
			F (719) 553-2294			
ID#3	PO/JOB #	RECEIVED BY		RETURNED	DATE	TIME
	CHUCK				07/31/23	5:00 PM

FINAL

Page: 1

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
2	T1SN-0000	BARR.T-1 SDWK CL NL							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

\$1,081.28

Qura'aini Editing
FILE COPY
Nijia Editing
NON-NEGOTIABLE



Batch 721
A-1 BARRICADE & SIGN, INC.

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

125 W. 7th St
 Albany Demo
 PO# 23002849

RENTED TO				JOB LOCATION		TICKET #	
CITY OF PUEBLO PUBLIC WORKS				SIDEWALK CLOSURE			
ATTN: ENGINEERING				7TH & ALBANY		Con# 134692	
211 E. D ST				SIDEWALK CLOSURE			
PUEBLO CO 81003				PUEBLO CO		Loc 200	
DL/ID #	DOBth	MISC	PHONE	OUT	DATE	TIME	
AR 9393			W (719) 553-2295		08/01/23	7:00 AM TM	
			F (719) 553-2294				
ID#3	PO/JOB #	RECEIVED BY		RETURNED	08/31/23	5:00 PM CT	
CHUCK							

FINAL

Page: 1

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 : END OF THE MONTH BILLING, BARRICADES ARE STILL OUT

----- Payments -----

Okay to pay P.O.#

Acct.#

Pro

Am

APPROVED TO PAY.
 SEND TO BRIAN GAWHAGER.
 CRG
 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
 FDIS 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

[illegible]

\$1,081.28

Anna Maria Ellison
FILE COPY
Nina Ellison
NON-NEGOTIABLE



A-1 BARRICADE & SIGN, INC.

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

RECEIVED
OCT 02 2023
BY: _____

125 W. 7th St.
Albany Demo
PO# 23002849

Batch 1004

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	OUT	DATE	TIME	
AR 9393			W (719) 553-2295 F (719) 553-2294		09/01/23	7:00 AM CT	
ID#3	PO/JOB #	RECEIVED BY			RETURNED	09/30/23	5:00 PM CT
	CHUCK						

FINAL

Page: 1

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#134692 END OF THE MONTH BILLING, BARRICADES ARE STILL OUT								

----- Payments -----

Approved TO PAY.
Sent TO Housing.
CRV

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	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

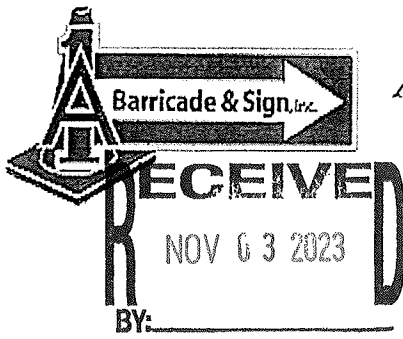
WWW.A1BARRICADEANDSIGN.COM >OFFICE@A1BARRICADEANDSIGN.COM
WE ARE NOW A CERTIFIED UDBE/MINORITY OWNED COMPANY #6100
"AN EQUAL OPPORTUNITY EMPLOYER"

09/29/23 09:07:14

[illegible]

\$2,851.32

Qura'aini Editing
FILE COPY
Niger Editing
NON-NEGOTIABLE



A-1 BARRICADE & SIGN, INC.

REMIT TO: 201 COLORADO AVE. PUEBLO, CO 81004

719-543-1353 FAX-719-543-6244

125 W. 7th
Albany Demo
PO# 23003326

Batch 1331

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	OUT	DATE	TIME	
AR 9393			W (719) 553-2295 F (719) 553-2294		10/01/23	7:00 AM CT	
ID#3	PO/JOB #	RECEIVED BY		RETURNED	DATE	TIME	
	CHUCK				10/31/23	5:00 PM CT	

FINAL

Page: 1

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#134841 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.

Approved.
Sent to Brian G...
CRV 11/3/2023
Approved
11-7-23
CD 1911/3315

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

\$1,081.28

Qura'aini Editing
FILE COPY
Nijia Editing
NON-NEGOTIABLE



A-1 BARRICADE & SIGN, INC.

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

Batch 1868

PO# 23003545

RENTED TO				JOB LOCATION	TICKET #	
CITY OF PUEBLO PUBLIC WORKS				SIDEWALK CLOSURE		
ATTN: ENGINEERING				7TH & ALBANY	Con# 135118	
211 E. D ST				SIDEWALK CLOSURE		
PUEBLO CO 81003				PUEBLO CO	Loc 200	
DL/ID #	DOBth	MISC	PHONE	OUT	DATE	TIME
AR 9393			W (719) 553-2295		11/01/23	7:00 AM CT
			F (719) 553-2294			
ID#3	PO/JOB #	RECEIVED BY		RETURNED	DATE	TIME
	CHUCK				11/30/23	5:00 PM CT

FINAL

Page: 1

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 Ray.
CR 12/4/23

Sent to Housw.

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

PROS. # 23-142
Approved
BB
12-7-23
CD 1911
3315

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

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
1123	A-1 BARRICADE & SIGN, INC.	395916	01/03/2024	\$1,046.40



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	OUT	DATE	TIME	
AR 9393			W (719) 553-2295 F (719) 553-2294		12/01/23	7:00 AM CT	
ID#3	PO/JOB #	RECEIVED BY		RETURNED	DATE	TIME	
	CHUCK				12/31/23	5:00 PM CT	

FINAL

Page: 1

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#135118
END OF THE MONTH BILLING, BARRICADES ARE STILL OUT

----- Payments -----

Pay to pay P.O.#
Acct # C11901
Auth By: [Signature]
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

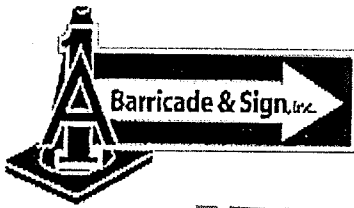
WWW.A1BARRICADEANDSIGN.COM >OFFICE@A1BARRICADEANDSIGN.COM
WE ARE NOW A CERTIFIED UDBE/MINORITY OWNED COMPANY #6100
"AN EQUAL OPPORTUNITY EMPLOYER"

12/29/23 09:31:59

[illegible]

\$1,081.28

Qura'aini Editing
FILE COPY
Niger Editing
NON-NEGOTIABLE



A-1 BARRICADE & SIGN, INC.

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

Batch 2732

RECEIVED
JAN 26 2024

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	OUT	DATE	TIME
AR 9393			W (719) 553-2295 F (719) 553-2294		01/01/24	7:00 AM CT
ID#3	PO/JOB #	RECEIVED BY		RETURNED	01/22/24	7:00 AM VV
	CHUCK					

FINAL

Page: 1

QTY	ITEM#	MIN	HOURLY	OVNITE	8-HOUR	DAY	WEEK	4 WEEK	EXT AMT	NET AMT
-----	-------	-----	--------	--------	--------	-----	------	--------	---------	---------

8	BADN-0000				DRUM CHANNEL DEVICE N/L				504.00	504.00
	\$3.00/D					3.00				
2	T1SN-0000				BARR.T-1 SDWK CL NL				168.00	168.00
	\$4.00/D					4.00				
Rental Text :		PREVIOUS MONTH BILLING, CON#135253								
----- Payments -----										

Approved
BB
01/19/11/3315
1-31-24

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

SEND TO HOUSING
COBG.

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

RECEIVED
JAN 30 2024

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

01/23/24 08:52:36

\$732.48

FILE COPY
NON-NEGOTIABLE

Mike Castellucci
Chair

Jane Cawfield

Brett Boston
City Council Representative



Alexandra Aznar
Elizabeth Bailey
Cheryl Spinuzzi
James Salazar

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, July 8, 2026, 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:31p.m. with Chairman Castellucci presiding.

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

Commissioner(s) Absent: Brett Boston

Staff Members Present: Beritt Odom, Director of Planning and Community Development, Laura Portis, Assistant City Attorney; Mikaylin Hackley, Senior Planner; and Riane Ledford, Planner

Staff Members Absent: Cindy Capritta, Land Use Technician

Approval of the Agenda: Bailey moved to approve the agenda with cases S-26-02 and Z-26-06 being continued to August 12, 2026, seconded by Spinuzzi.

Motion Passed: 6-0

Public Meeting: N/A

Public Hearing:

GU-26-02 Government Use: A site plan review of proposed additional signage at the Boathouse located at 130 Riverwalk Pl. Staff report by Riane Ledford, Planner.

Hearing: Applicants Dani Vigil and Steven Meir representing the HARP Authority were sworn in and spoke in favor of the application. No one appeared in opposition.

Commission Action: Bailey moved to approve the application with the condition that the lettering "Sponsored By" be added to the Pueblo Toyota sign with the total square footage of the sign not to exceed 65 square feet, seconded by Aznar.

Motion Passed: 6-0

Approval of Minutes:

Salazar moved to approve the minutes from the June 10, 2026 meeting, seconded by Bailey.

Motion Passed: 6-0

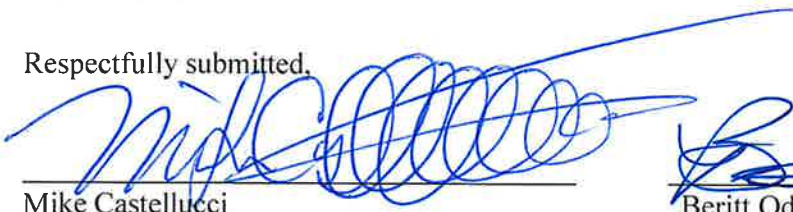
Old/New Business:

Castellucci motioned to nominate Brett Boston as Vice Chair, seconded by Bailey.

Motion Passed: 6-0

Adjourned at 3:53 p.m.

Respectfully submitted,



Mike Castellucci
Chairperson



Beritt Odom
Executive Secretary

Digital recordings of all the meetings of the Planning and Zoning Commission are maintained and available for inspection and review during normal business hours (M – F, 8 a.m. – 5 p.m.) at the Department of Planning & Community Development, 101 W Riverwalk, Pueblo 81003.



**Background Paper for Proposed
Action Item**

COUNCIL MEETING DATE: September 14, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Clyde Bishop, City Clerk

SUBJECT: A RESOLUTION APPOINTING THE CITY CLERK AS THE DESIGNATED ELECTION OFFICIAL FOR THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026, AND RATIFYING THE CITY CLERK'S CERTIFICATION OF THE CONTENT OF THE BALLOT FOR SAID ELECTION

SUMMARY:

This Resolution appoints the City Clerk as the Designated Election Official for the November 3, 2026, Special Municipal Election. This Resolution also ratifies the City Clerk to the certification of the content of the ballot for said election.

PREVIOUS COUNCIL ACTION:

On July 27, 2026, by Ordinance No. 11230, City Council directed that the November 3, 2026, Special Municipal Election be conducted as part of a Coordinated Election with Pueblo County.

BACKGROUND:

C.R.S. § 1-1-104(8) provides that the designated election official is the person designated by the governing body as responsible for the running of an election. Consistent with prior practice, the City Council designates the City Clerk in that role. C.R.S. § 1-5-203 (3)(a) requires that the Designated Election Official of each political subdivision participating in a Coordinated Election to certify the order of the ballot and ballot content. Such certification is to be delivered to the County Clerk and Recorder no later than sixty (60) days before the Coordinated Election.

FINANCIAL IMPLICATIONS:

The City shall pay to the County Clerk the City's share of the actual cost of materials and services directly attributable to the City's participation in the Coordinated Election pursuant to the intergovernmental agreement with Pueblo County.

Funding for the costs associated with conducting this Special Municipal Election is allocated in the City Clerk's 2026 Departmental Budget.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

If this Resolution is not adopted, the appointment of the City Clerk as Designated Election Official and the ratification of the ballot content certification will not be formalized by Council action.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 16419

A RESOLUTION APPOINTING THE CITY CLERK AS THE DESIGNATED ELECTION OFFICIAL FOR THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026, AND RATIFYING THE CITY CLERK'S CERTIFICATION OF THE CONTENT OF THE BALLOT FOR SAID ELECTION

WHEREAS, the City of Pueblo (the "City") is a home rule municipality organized under Article XX of the Colorado Constitution and its Charter; and

WHEREAS, C.R.S. § 1-1-104(8) defines the "designated election official" as the person designated by the governing body as the person who is responsible for the running of an election, and Section 5-1-12 of the Pueblo Municipal Code adopts the Colorado municipal election laws except as otherwise provided in the Code; and

WHEREAS, the City has referred to the eligible electors of the City, at the November 3, 2026 election, a ballot 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 eligible electors of the City are further considering, at the same election, a citizen-initiated ballot question relating to the imposition of an additional sales tax rate for the operations and capital improvement of the Pueblo Zoo; and

WHEREAS, Section 5-1-10 of the Pueblo Municipal Code and C.R.S. § 31-11-111 authorize the City Council, by resolution or ordinance, to fix the ballot title for each initiative, referendum, or referred measure to be submitted to the eligible electors of the City; and

WHEREAS, the City Clerk has certified to the Pueblo County Clerk and Recorder the content of the ballot for the November 3, 2026 election insofar as the City's ballot measures are concerned; and

WHEREAS, the City Council desires to appoint the City Clerk as the Designated Election Official for the City with respect to the November 3, 2026 election, and to ratify the City Clerk's certification of the ballot content; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Clerk shall be, and hereby is, appointed as the Designated Election Official for the City with respect to the November 3, 2026, Special Municipal Election, pursuant to C.R.S. § 1-1-104(8) and Section 5-1-12 of the Pueblo Municipal Code.

SECTION 2.

The content of the ballot for the City's Special Municipal Election to be held on November 3, 2026, as certified by the City Clerk to the Pueblo County Clerk and Recorder, is as follows:

Ballot Question No. 2A - 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

Ballot Question No. 2B – ADDITIONAL ONE-SIXTH OF ONE PERCENT (0.167%) SALES TAX for the operations and capital improvement of the Pueblo Zoo

SHALL THE CITY OF PUEBLO'S TAXES BE INCREASED BY UP TO \$ 3,769,615.00 ANNUALLY (FIRST FULL FISCAL YEAR INCREASE) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER, FOR FIVE YEARS FROM JANUARY 1, 2027 THROUGH DECEMBER 31, 2031, BY ADOPTING ORDINANCE NO. 11244 IMPOSING AN ADDITIONAL ONE-SIXTH OF ONE PERCENT (0.167%) SALES TAX AND ESTABLISHING A SPECIAL FUND FOR THE DEPOSIT OF SUCH REVENUES TO BE SPENT ONLY FOR THE OPERATIONS AND CAPITAL IMPROVEMENT OF THE PUEBLO ZOO; AND SHALL ALL REVENUES DERIVED FROM SUCH TAX BE COLLECTED, RETAINED AND SPENT, NOTWITHSTANDING ANY LIMITATIONS PROVIDED BY LAW, AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO THE LIMITS WHICH WOULD OTHERWISE APPLY PURSUANT TO ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

_____ YES / FOR

_____ NO / AGAINST

SECTION 3.

The certification by the City Clerk to the Pueblo County Clerk and Recorder of the content of the ballot for the November 3, 2026 Special Municipal Election, insofar as the City's ballot measures are concerned, is hereby ratified in accordance with applicable law.

SECTION 4.

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

SECTION 5.

This Resolution shall take effect immediately upon final passage and approval.

INTRODUCED: September 14, 2026

BY: Selena Ruiz-Gomez
MEMBER OF CITY COUNCIL

APPROVED: Mark Bliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Clyde Bishop
CITY CLERK



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 14, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION AWARDDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$43,569.00 TO INDUSTRIAL CONSTRUCTORS/MANAGERS, INC. (ICM) IN THE AMOUNT OF \$43,569.00 FOR PROJECT NO. 26-005 (WWAN04) FY2026 PRIMARY SCUM FLUSHING LOOP AT THE JAMES R. DIORIO WATER RECLAMATION FACILITY, SETTING FORTH \$4,356.90 FOR CONTINGENCIES AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

SUMMARY:

This Resolution awards a construction contract to Industrial Constructors/Managers, Inc. (ICM) for Project No. 26-005 (WWAN04), FY2026 Primary Scum Flushing Loop at the James R. Dilorio Water Reclamation Facility (WRF). The project will add necessary valves and pipe work to flush scum pumps.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The primary scum pumps are used in wastewater treatment plants to remove and transfer floating waste—such as grease oil, fat, hair, and light debris — from the surface of the primary clarifier to the solids processing. Due to the thickness of these solid materials, the pumps often overload and shut down and the pipes become clogged. Employees will manually back wash the pumps and the piping system. Doing the cleaning this way causes the pumps to spin backwards; this cleaning is a daily chore and does not always clear the clog. If that happens, employees will be called in to manually open the pumps and piping to get the system back online.

This project is to install new piping and valves to ensure the new flushing process will allow the pumps to be cleaned without spinning backwards and causing damage. This project also prevents clogs in the piping.

FINANCIAL IMPLICATIONS:

The cost of the construction project was bid at \$43,569.00 with contingencies of \$4,356.90 Funds are available from the Sewer User Funds and have been budgeted and appropriated to Project No. 26-005 (WWAN04) WRF Facility Rehab.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

If not passed, the Scum Pump Piping will continue to overload pump motors and destroy pump impellers, shortening the life of the new pumps and motors. It will leave the WRF with increased costs for continuing operations and maintenance and disrupt plant processes.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 09-14-26 Bid Summary for Scum Flush Loop
2. 09-14-26 site map

RESOLUTION NO. 16420

A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$43,569.00 TO INDUSTRIAL CONSTRUCTORS/MANAGERS, INC. (ICM) IN THE AMOUNT OF \$43,569.00 FOR PROJECT NO. 26-005 (WWAN04) FY2026 PRIMARY SCUM FLUSHING LOOP AT THE JAMES R. DIIORIO WATER RECLAMATION FACILITY, SETTING FORTH \$4,356.90 FOR CONTINGENCIES AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

WHEREAS, competitive bids for Project No. 26-005 (WWAN04) FY2026 Primary Scum Flushing Loop at the James R. Dilorio Water Reclamation Facility (WRF) have been received and examined; and

WHEREAS, the proposal of Industrial Constructors/Managers, Inc. (ICM). was the lowest of those bids determined to be responsive; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 26-005 (WWAN04) FY2026 Primary Scum Flushing Loop at the James R. Dilorio Water Reclamation Facility (WRF) to be performed, and the contract for said project is hereby awarded to Industrial Constructors/Managers, INC. (ICM), in the amount of \$43,569.00.

SECTION 2.

Funds for Project 26-005 (WWAN04) WRF Facility Rehab shall be from the Sewer User Funds.

SECTION 3.

The Purchasing Agent is hereby authorized to execute said contract on behalf of Pueblo, A Colorado Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest the same.

SECTION 4.

In addition to the amount of the bid set forth, as aforementioned, an additional amount as stipulated in this section is hereby established for contingencies and additional work.

Contingencies and Additional Work.....\$4,356.90.

SECTION 5.

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

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 14, 2026

BY: Selena Ruiz-Gomez

MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Clyde Bishop
CITY CLERK



City of Pueblo
Wastewater

Andra Ahrens, Director
230 S. Mechanic St., Pueblo, CO 81003

EVALUATION TABULATION

IFB No. 26-005 (WWAN04)

Wastewater Reclamation Facility Primary Scum Flushing Loop

RESPONSE DEADLINE: July 15, 2026 at 11:00 am

Report Generated: Wednesday, September 2, 2026

SELECTED VENDOR TOTALS

Vendor	Total
Industrial Constructors/Managers, Inc	\$43,569.00

TABLE 1

				Industrial Constructors/Managers, Inc
Selected	Line Item	Description	Unit of Measure	Unit Cost
X	1	Total Cost for complete installation of Primary Scum Flushing Loop as outlined in this Invitation for Bid.	Lump Sum	\$43,569.00
Total				\$43,569.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Industrial Constructors/Managers, Inc
BID GUARANTEE	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass

EVALUATION TABULATION
IFB No. 26-005 (WWAN04)
Wastewater Reclamation Facility Primary Scum Flushing Loop

Question Title	Industrial Constructors/Managers, Inc
ACKNOWLEDGEMENTS	
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass
INSURANCE REQUIREMENTS	Pass
COLORADO LABOR REQUIREMENT:	Pass
SALES AND/OR USE TAX INFORMATION	Pass
CERTIFICATIONS	
CERTIFICATION STATEMENT	Pass
EXPLANATION OF NEGATIVE RESPONSE	No Response



Page 111 of 970



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 14, 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-26-26) TO PUEBLO COMMUNITY COLLEGE FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG ORMAN AVENUE BETWEEN ARTHUR STREET AND MARILYN PLACE TO HOST THEIR INAUGURAL FARM TO TABLE DINNER ON SATURDAY, SEPTEMBER 26, 2026

SUMMARY:

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

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Pueblo Community College has requested to close a segment of Orman Avenue between Marilyn Place and Arthur Street to vehicular traffic from 10:00 a.m. to 10:00 p.m. on Saturday, September 26, 2026, to host their inaugural Farm to Table Dinner.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from closing Orman Avenue between Marilyn Place and Arthur Street to vehicular traffic to host their inaugural Farm to Table Dinner.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 26-26

RESOLUTION NO. 16421

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-26-26) TO PUEBLO COMMUNITY COLLEGE FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG ORMAN AVENUE BETWEEN ARTHUR STREET AND MARILYN PLACE TO HOST THEIR INAUGURAL FARM TO TABLE DINNER ON SATURDAY, SEPTEMBER 26, 2026

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (Rev-26-26) is authorized to be issued to Pueblo Community College for the use of the public right-of-way along Orman Avenue between Arthur Street and Marilyn Place to host their inaugural Farm to Table Dinner on Saturday, September 26, 2026.

SECTION 2.

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

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: September 14, 2026

BY: Selena Ruiz-Gomez
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Clyde Bishop
CITY CLERK

REVOCABLE PERMIT

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

1. Name, Address and Telephone Number of Permittee: **Pueblo Community College 900 West Orman Ave 719 549-3144 900 West Orman Ave**
2. Permitted Area: **closure of Orman Avenue between Arthur Street and Marilyn Street**
3. Purpose of Revocable Permit: **to host their inaugural Farm to Table Dinner**
4. Commencement Date: **September 26, 2026** Time: **10 am**
5. Ending Date: **September 26, 2026** Time: **10pm**

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 25th day of August, 2026.

PERMITTEE:
Organization or
Individual:
By:
Title:

Pueblo Community College
[Signature]
CHIEF OF POLICE PCC

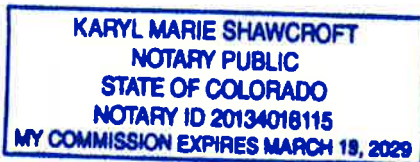
STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 25th day of August, 2026 by
William Brown as Chief of Police - PCC

My commission expires: 3/19/2029
Karyl Marie Shawcroft

Notary Public



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

By _____

Heather Graham, Mayor



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: September 14, 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 ROBERT ESSER TO COMPLETE A FOUR-YEAR TERM EXPIRING AUGUST 30, 2030, ON THE ADA ADVISORY COMMITTEE

SUMMARY:

This Resolution confirms the appointment by the Mayor of Robert Esser to complete a four-year term expiring August 30, 2030, on the ADA Advisory Committee.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

Since the committee composition is of up to 15 members, there is a position available to serve a four-year term expiring August 30, 2030 on the ADA Advisory Committee.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

The ADA Advisory Committee recommends approval of this candidate.

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 16422

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF ROBERT ESSER TO COMPLETE A FOUR-YEAR TERM EXPIRING AUGUST 30, 2030, ON THE ADA ADVISORY COMMITTEE

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Robert Esser to the Pueblo ADA Advisory Committee; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Robert Esser to the ADA Advisory Committee to complete a four-year term expiring August 30, 2030 shall be and is hereby confirmed by the City Council.

SECTION 2.

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

SECTION 3.

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

INTRODUCED: September 14, 2026

BY: Selena Ruiz-Gomez
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Clyde Bishop
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: September 14, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Alyssa Parga, Executive Assistant to the Mayor

SUBJECT: A RESOLUTION RATIFYING THE JOINT PUEBLO-BOONE APPOINTMENT OF JIM VALENTINE TO SERVE ON THE BUILDING BOARD OF APPEALS OF THE SOUTHERN COLORADO BUILDING COMMISSION (SCBC) IN THE ENGINEER POSITION

SUMMARY:

This resolution ratifies the joint Pueblo-Boone appointment of Jim Valentine to serve on the Building Board of Appeals of the Southern Colorado Building Commission (SCBC) in the engineer position.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

There are current vacancies on the Southern Colorado Building Commission (SCBC) Boards of Appeal for the joint appointment of members to complete three-year terms.

FINANCIAL IMPLICATIONS:

This is a volunteer board and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 16423

A RESOLUTION RATIFYING THE JOINT PUEBLO-BOONE APPOINTMENT OF JIM VALENTINE TO SERVE ON THE BUILDING BOARD OF APPEALS OF THE SOUTHERN COLORADO BUILDING COMMISSION (SCBC) IN THE ENGINEER POSITION

WHEREAS, the Town of Boone and Mayor Heather Graham have requested ratification by the City Council of their joint appointment of Jim Valentine to the Southern Colorado Building Commission Building Board of Appeals in the engineer position, NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Jim Valentine is hereby jointly appointed to the Southern Colorado Building Commission Building Board of Appeals to complete a three-year term expiring July 1, 2028 in the engineer position.

SECTION 2.

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

SECTION 3.

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

INTRODUCED: September 14, 2026

BY: Selena Ruiz-Gomez
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Clyde Bishop
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: September 14, 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-26-27) TO THE HARP AUTHORITY, A COLORADO NONPROFIT CORPORATION, FOR THE USE OF ALAN HAMEL AVENUE FROM SOUTH UNION AVENUE AND SANTA FE AVENUE, AND MAIN STREET BETWEEN "D" STREET AND CITY CENTER DRIVE TO FACILITATE THE NEW PUEBLOCO EVENT

SUMMARY:

Attached is a draft of a Revocable Permit (REV 26-27) submitted by the HARP Authority.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The HARP Authority has submitted a Revocable Permit application (REV 26-27) for the use of Alan Hamel Avenue from South Union Avenue and Santa Fe Avenue, and Main Street between "D" Street and City Center Drive to facilitate the new PuebloCo Event from September 25, 2026, at noon to September 27, 2026, at 6:00 a.m.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. REV-26-27

RESOLUTION NO. 16424

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-26-27) TO THE HARP AUTHORITY, A COLORADO NONPROFIT CORPORATION, FOR THE USE OF ALAN HAMEL AVENUE FROM SOUTH UNION AVENUE AND SANTA FE AVENUE, AND MAIN STREET BETWEEN "D" STREET AND CITY CENTER DRIVE TO FACILITATE THE NEW PUEBLOCO EVENT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV 26-27) is authorized to be issued to the HARP Authority for the use of Alan Hamel Avenue from South Union Avenue and Santa Fe Avenue, and Main Street between "D" Street and City Center Drive to facilitate the new PuebloCo Event from September 25, 2026, at noon to September 27, 2026, at 6:00 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.

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: September 14, 2026

BY: Selena Ruiz-Gomez
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Clyde Bishop
CITY CLERK

REVOCABLE PERMIT

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

1. Name, Address and Telephone Number of Permittee: **HARP Authority 130 Riverwalk Place 719-595-0242**
2. Permitted Area: **Alan Hamel Avenue between South Union Avenue and Santa Fe Avenue, and Main Street between "D" Street and City Center Drive.**
3. Purpose of Revocable Permit: **Street closure to facilitate the new PuebloCo Event**
4. Commencement Date: **September 25, 2026** Time: **12:00pm**
5. Ending Date: **September 27, 2026** Time: **6:00am**

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 10th day of Sept, 2020.

PERMITTEE:

Organization or

Individual:

By:

Title:

HARP Authority
Shayla Keys
PEO Director

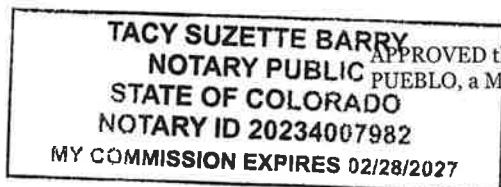
STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 10th day of September, 2020 by Shayla Keys as PEO Director.

My commission expires: _____

[Signature]
Notary Public



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

By _____

Heather Graham, Mayor



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 14, 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 IMPOSING A TWENTY-FOUR-MONTH MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR AND THE ISSUANCE OF NEW RETAIL MARIJUANA STORE FACILITY LICENSES UNDER CHAPTER 11 OF TITLE XI OF THE PUEBLO MUNICIPAL CODE

SUMMARY:

The attached Ordinance imposes a temporary moratorium of twenty-four (24) months on the acceptance of new applications for, and the issuance of, retail marijuana store facility licenses under Chapter 11 of Title XI of the Pueblo Municipal Code. The moratorium applies only to new retail marijuana store facility licenses. It does not affect the renewal of existing licenses, the transfer of ownership of existing licenses, the change of location of existing licenses, other retail marijuana license classes (cultivation facilities, products manufacturers, and testing facilities), or medical marijuana licenses.

The Ordinance is not codified in the Pueblo Municipal Code. It stands as a stand-alone regulatory ordinance and expires by its own terms upon the earlier of twenty-four (24) months after the effective date or further action of City Council.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Section 11-11-302(b) of the Pueblo Municipal Code caps the number of retail marijuana store facility licenses at four (4) per retail marijuana district. Section 11-11-103(15.5) of the Pueblo Municipal Code establishes two retail marijuana districts in Pueblo, one located north of the Arkansas River and one located south of the Arkansas River. Together, these two sections produce a citywide cap of eight (8) retail marijuana store facility licenses.

As of the date of this Ordinance, one retail marijuana store facility license has been surrendered and additional surrenders are anticipated. City Council desires to pause the acceptance and issuance of new retail marijuana store facility licenses for twenty-four (24) months to permit further study of the appropriate number of licenses in Pueblo before additional licenses are issued to fill any vacated slots.

Colorado law expressly authorizes this action. Section 16(5)(f) of Article XVIII of the Colorado Constitution provides that a locality may enact ordinances governing the time, place, manner, and number of marijuana establishment operations, and may prohibit the operation of retail marijuana stores through the enactment of an ordinance. C.R.S. § 44-10-104(3) tracks that authority for retail marijuana businesses. Section 11-11-303 of the Pueblo Municipal Code further reserves to City Council the authority to further regulate, limit, or completely extinguish retail marijuana licenses at Council's discretion, and provides at Subsection (b) that no licensee has any vested right to continue operating under the provisions of Chapter 11 of Title XI as they existed at the time the license was approved or issued.

The moratorium does not affect the renewal of existing licenses under Section 11-11-317 of the Pueblo Municipal Code, the transfer of ownership of existing licenses under Section 11-11-315 of the Pueblo Municipal Code, or the change of location of existing licenses under Section 11-11-315 of the Pueblo Municipal Code. The moratorium does not affect any other class of retail marijuana license under Section 11-11-302(a) of the Pueblo Municipal Code and does not affect any medical marijuana license under Chapter 10 of Title XI of the Pueblo Municipal Code.

Any application for a new retail marijuana store facility license that has been accepted by the Local Licensing Authority as complete but not yet approved as of the effective date of this Ordinance will be held in abeyance during the moratorium period. Upon expiration of the moratorium period, the Local Licensing Authority will resume review of any such application in accordance with Chapter 11 of Title XI of the Pueblo Municipal Code, unless the application is withdrawn by the applicant or is otherwise subject to a further ordinance of City Council.

FINANCIAL IMPLICATIONS:

There are no direct financial implications for the City from adoption of this Ordinance. During the moratorium period, the City will not receive application fees for new retail marijuana store facility licenses.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

If this Ordinance is not approved, the Local Licensing Authority remains obligated under Sections 11-11-307, 11-11-310, and 11-11-311 of the Pueblo Municipal Code to accept

and process any application for a retail marijuana store facility license that would fall within the cap of eight (8) licenses set by Section 11-11-302(b), and to issue a license to any applicant that meets the requirements of the Chapter. City Council retains the authority to amend Section 11-11-302(b) of the Pueblo Municipal Code by separate ordinance to reduce the license cap on a permanent basis at any time.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE IMPOSING A TWENTY-FOUR-MONTH MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR AND THE ISSUANCE OF NEW RETAIL MARIJUANA STORE FACILITY LICENSES UNDER CHAPTER 11 OF TITLE XI OF THE PUEBLO MUNICIPAL CODE

WHEREAS, 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 licensing and regulation of retail marijuana establishments; and

WHEREAS, Section 3-13 of the Pueblo City Charter provides that City Council may provide for the issuance, suspension, or revocation of licenses and permits for regulatory purposes; and

WHEREAS, Section 16(5)(f) of Article XVIII of the Colorado Constitution authorizes a locality to enact ordinances governing the time, place, manner, and number of marijuana establishment operations, and to prohibit the operation of retail marijuana stores through the enactment of an ordinance; and

WHEREAS, C.R.S. § 44-10-104(3) provides that any local jurisdiction may enact ordinances or regulations governing the time, place, manner, and number of retail marijuana businesses, or may prohibit the operation of retail marijuana businesses through the enactment of an ordinance; and

WHEREAS, City Council has adopted Chapter 11 of Title XI of the Pueblo Municipal Code to regulate retail marijuana establishments in Pueblo; and

WHEREAS, Section 11-11-302(b) of the Pueblo Municipal Code caps the number of retail marijuana store facility licenses that may be issued at four (4) per retail marijuana district, and Section 11-11-103(15.5) of the Pueblo Municipal Code establishes two retail marijuana districts in Pueblo, together producing a citywide cap of eight (8) retail marijuana store facility licenses; and

WHEREAS, Section 11-11-303(a) of the Pueblo Municipal Code expressly provides that every license issued under Chapter 11 of Title XI confers only a limited and conditional privilege and may be further regulated, limited, or completely extinguished at the discretion of City Council, without any compensation to the licensee; and

WHEREAS, Section 11-11-303(b) of the Pueblo Municipal Code further provides that no licensee has any vested right to continue operating under the provisions of Chapter 11 of Title XI as they existed at the time the license was approved or issued, and that every license is subject to any ordinance or prohibition adopted after the license was approved or issued; and

WHEREAS, one retail marijuana store facility license has been surrendered and additional surrenders are anticipated, and City Council desires to pause the acceptance of applications for and the issuance of new retail marijuana store facility licenses to permit further study of the appropriate number of retail marijuana store facility licenses in Pueblo before any additional licenses are issued; and

WHEREAS, this Ordinance imposes a temporary moratorium of twenty-four (24) months, does not amend the codified text of Chapter 11 of Title XI of the Pueblo Municipal Code, and does not affect the renewal of existing retail marijuana store facility licenses, the transfer of ownership of existing retail marijuana store facility licenses, the change of location of existing retail marijuana store facility licenses, other classes of retail marijuana licenses, or any medical marijuana license; NOW, THEREFORE,

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

SECTION 1.

The recitals set forth above are true and correct and are incorporated as findings of the City Council in support of this Ordinance.

SECTION 2.

Beginning on the effective date of this Ordinance and continuing for a period of twenty-four (24) months thereafter, or until further action of City Council, whichever occurs first (the "Moratorium Period"), the Local Licensing Authority shall not accept any new application for, or issue, any retail marijuana store facility license under Chapter 11 of Title XI of the Pueblo Municipal Code. During the Moratorium Period, Section 11-11-302(b) of the Pueblo Municipal Code and Sections 11-11-307, 11-11-310, and 11-11-311 of the Pueblo Municipal Code, as they relate to new applications for retail marijuana store facility licenses, shall not require the acceptance of any new application or the issuance of any new license.

SECTION 3.

Nothing in this Ordinance affects, restricts, or delays any of the following: (a) the renewal of any retail marijuana store facility license issued before the effective date of this Ordinance under Section 11-11-317 of the Pueblo Municipal Code; (b) the transfer of ownership of any retail marijuana store facility license issued before the effective date of this Ordinance under Section 11-11-315 of the Pueblo Municipal Code; (c) the change of location of any retail marijuana store facility license issued before the effective date of this Ordinance under Section 11-11-315 of the Pueblo Municipal Code; (d) the acceptance, review, or issuance of any retail marijuana cultivation facility license, retail marijuana products manufacturer license, or retail marijuana testing facility license under Section 11-11-302(a)(1) through (3) of the Pueblo Municipal Code; or (e) any medical marijuana license issued under Chapter 10 of Title XI of the Pueblo Municipal Code.

SECTION 4.

Any application for a new retail marijuana store facility license that has been accepted by the Local Licensing Authority as complete but not yet approved as of the effective date of this Ordinance shall be held in abeyance during the Moratorium Period. Upon expiration of the Moratorium Period, the Local Licensing Authority shall resume review of any such application in accordance with Chapter 11 of Title XI of the Pueblo Municipal Code, unless the application is withdrawn by the applicant or is otherwise subject to a further ordinance of City Council. No application fee paid before the effective date of this Ordinance shall be refunded, and no additional fee shall be charged solely by reason of the abeyance imposed by this Section.

SECTION 5.

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 6.

If any provision of this Ordinance is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 14, 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 AN AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND KEY LIME AIR CORPORATION DBA DENVER AIR CONNECTION, A CORPORATION DOING BUSINESS IN THE STATE OF COLORADO, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is an Ordinance approving an Airline Operating Agreement and Terminal Building Lease between the City of Pueblo, a Colorado Municipal Corporation, and Key Lime Air Corporation DBA Denver Air Connection, a corporation doing business in the State of Colorado, and authorizing the Mayor to execute same.

PREVIOUS COUNCIL ACTION:

City Council approved this same type of agreement with Southern Airways Express, LLC through Ordinance 10370 on December 27, 2022, to cover the previous U.S. Department of Transportation (USDOT) agreement term. The previous airline terminated the Agreement when their commitment to Essential Air Service ended March 31, 2025. This Agreement with Key Lime Air Corporation DBA Denver Air Connection will cover the new USDOT agreement term.

BACKGROUND:

The City owns 31201 Bryan Circle, Pueblo, Colorado, commonly known as the Terminal Building at the Pueblo Memorial Airport. The Terminal Building is used for commercial service airline operations.

Air service at the Pueblo Memorial Airport is under the Federal Essential Air Service (EAS) program, which is managed by the USDOT. On March 17, 2025, the USDOT awarded a contract to Key Lime Air Corporation DBA Denver Air Connection ("DAC"), to provide air service at Pueblo, Colorado, for the term beginning April 1, 2025, and

ending March 31, 2027. Southern Airways Express was ordered to hold in place until March 30, 2025. The Agreement between the City and DAC is for the use of Exclusive Use Space, Preferential Use Space, Common Use Space, and Enplanement Gates at the Airport.

FINANCIAL IMPLICATIONS:

From the first year of the Agreement, from April 1, 2025, through December 31, 2025, DAC will pay \$1,630.00 per month for all Leased and Common Use Spaces.

Effective January 1, 2026, and through March 31, 2027, Airline shall pay the following rates: \$26.17 per square foot per year for Finished Exclusive Use Space; \$21.46 per square foot per year for Unfinished Exclusive Use Space; and \$0.08 per square foot per year for Preferential Apron Space. Applied to the areas stated in Sections 4.2 and 4.3, those rates produce the following annual amounts:

- (i) Ticketing Counter, 210 square feet at \$26.17: \$5,495.70;
- (ii) Airline Offices, 286 square feet at \$26.17: \$7,484.62;
- (iii) Airline Operations Garage, 920 square feet at \$21.46: \$19,743.20; and
- (iv) Apron Area, 3,174 square feet at \$0.08: \$253.92.

The total annual amount is \$32,977.44, payable in monthly installments of \$2,748.12.

Additional revenue will be garnered through additional utilization fees, per use fees, and landing fees paid monthly in addition to rents.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the Airline will continue to operate through the contract with the United States Department of Transportation without exclusive or preferential use of leased space.

RECOMMENDATION:

It is the recommendation of the Department of Aviation that this Ordinance be approved.

ATTACHMENTS:

1. AIRLINE 2026 09 14 OPERATING AGREEMENT AND TERMINAL BUILDING LEASE 2025-2026

ORDINANCE NO.

AN ORDINANCE APPROVING AN AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND KEY LIME AIR CORPORATION DBA DENVER AIR CONNECTION, A CORPORATION DOING BUSINESS IN THE STATE OF COLORADO, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo, a Colorado Municipal Corporation, ("City") is the owner and operator of the Pueblo Memorial Airport together with the land on which said Airport is situated; and

WHEREAS, Key Lime Air Corporation dba Denver Air Connection ("Airline") is engaged in the business of commercial air transportation of persons, property, cargo, and mail as a scheduled air carrier and is certificated or otherwise authorized by the United States Government to engage in such business; and

WHEREAS, Airline has requested that City grant it certain rights, privileges, and services in connection with the use of said Airport and its facilities in the conduct of Airline's business as a scheduled air carrier; and

WHEREAS, City is willing to grant Airline such rights, privileges, and services upon the terms and conditions and for the consideration hereinafter stated; and

WHEREAS, City and Airline deem it desirable to enter into a written agreement setting forth the respective rights, privileges, obligations, and duties of the parties hereto and defining the rights, services, and privileges granted and the terms, conditions, and consideration on which they are granted; NOW, THEREFORE,

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

SECTION 1.

A certain Airline Operating Agreement and Terminal Building Lease ("Lease"), by and between the City of Pueblo, a Colorado Municipal Corporation, and Key Lime Air Corporation dba Denver Air Connection to lease space for a commercial service airline operation at the Pueblo Memorial Airport, a copy of which is attached hereto and made a part hereof by reference, after having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Lease on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk shall affix the Seal of the City thereto and attest same.

SECTION 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 Lease to implement the terms and conditions 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

AIRLINE OPERATING AGREEMENT & TERMINAL BUILDING LEASE

between

CITY OF PUEBLO, COLORADO, a Colorado Home Rule Municipality

and

KEY LIME AIR CORPORATION doing business as

DENVER AIR CONNECTION

This Airline Operating Agreement and Terminal Building Lease (the “**Agreement**”) is made and entered into by and between the City of Pueblo, Colorado, a Colorado municipal corporation and home-rule city principally situated in Pueblo County (hereinafter defined and referred to as “**City**”) and KEY LIME AIR CORPORATION dba DENVER AIR CONNECTION, a Colorado corporation doing business in the State of Colorado (hereinafter defined and referred to as “**Airline**”) as of the date of countersignature by City representative(s) (“**Effective Date**”).

WITNESSETH

WHEREAS, City is the owner and operator of Pueblo Memorial Airport (“**Airport**”), together with the land on which the Airport is situated, which is located in the City of Pueblo, Pueblo County, Colorado; and

WHEREAS, Airline is engaged in the business of commercial air transportation of persons, property, and mail as a scheduled air carrier and is certificated or otherwise authorized by the United States Government to engage in such business; and

WHEREAS, Airline has requested that City grant it certain rights, privileges, and services in connection with the use of said Airport and its facilities in the conduct of Airline’s business as a scheduled air carrier; and

WHEREAS, City is willing to grant Airline such rights, privileges, and services upon the terms and conditions and for the consideration hereinafter stated; and

WHEREAS, City and Airline deem it desirable to enter into a written agreement setting forth the respective rights, privileges, obligations, and duties of the parties hereto and defining the rights, services, and privileges granted and the terms, conditions, and consideration on which they are granted; and

WHEREAS, Airline, doing business as Denver Air Connection, has operated commercial air transportation services between the Airport and Denver International Airport since May 1, 2025 (the “**Operations Commencement Date**”), utilizing the Terminal Building, Airfield Area, and other Airport facilities described in this Agreement, pursuant to Airline’s designation as the U.S. Department of Transportation’s Essential Air Service provider for the Pueblo, Colorado market; and

WHEREAS, the parties acknowledge that Airline’s operations from the Operations Commencement Date through the Effective Date of this Agreement were conducted without a fully executed written agreement between the parties, and the parties intend this Agreement to memorialize their

mutual understanding with respect to such prior operations and to establish Airline's financial obligations arising therefrom.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and the rents, fees, and charges to be paid by Airline, it is agreed and understood by and between City and Airline as follows.

ARTICLE I. DEFINITIONS

1.1. DEFINITIONS

The terms used in this Agreement shall have the meanings set forth in the Airport Rules and Regulations regulating operations and activities at the Airport adopted from time to time by City, unless the context clearly indicates otherwise.

1.2. DEFINED TERMS

As used in this Agreement, the following terms have the meanings set forth below:

"Air Transportation" means the carriage of persons, property, and mail by aircraft as a common carrier or contract carrier in scheduled service, consistent with the meaning of that term under 49 U.S.C. § 40102(a)(5), as amended.

"Airfield Area" means the runways, taxiways, aprons, and other areas at the Airport used for the landing, takeoff, taxiing, and parking of aircraft.

"Airport Rules and Regulations" means the rules and regulations governing operations and activities at the Airport, adopted and amended from time to time by City as provided in Section 16.1.

"Calendar Year" means the twelve-month period beginning January 1 and ending December 31.

"Director" means the City's Director of Aviation, or such person's duly authorized designee.

"EAS" or "Essential Air Service" means the air transportation service to the Pueblo, Colorado market that the U.S. Department of Transportation has designated as essential under 49 U.S.C. §§ 41731 through 41742.

"Hazardous Materials" means any substance, material, or waste that is regulated, listed, or defined as hazardous or toxic, or as a pollutant or contaminant, under any of the Environmental Laws.

"Landed Weight" means the sum of the MGLW of all Airline aircraft landing at the Airport during the applicable period.

"Leased Premises" means the Exclusive Use Space, Preferential Use Space, and Common Use Space described in Article IV.

"MGLW" or "Maximum Gross Landing Weight" means the certificated maximum gross landing weight, expressed in thousand-pound (1,000 lb.) units, at which each aircraft type operated by Airline is authorized by the FAA to land, as set forth in the applicable FAA-approved aircraft flight manual.

"Operations Commencement Date" means May 1, 2025, the date on which Airline commenced commercial air transportation operations at the Airport.

“Passenger Facility Charge” or “PFC” means the charge imposed on enplaned passengers at the Airport pursuant to 49 U.S.C. § 40117 and 14 CFR Part 158, as amended.

“RON” or “Remain Overnight” means an aircraft parked at the Airport overnight between the last arrival of a given operating day and the first departure of the following operating day.

“Term” means the initial term set forth in Section 2.1 together with any extension that becomes effective under Section 2.2.

“Terminal Building” means the passenger terminal building at the Airport, including the ticketing lobby, holdroom, baggage claim area, and associated common use areas.

ARTICLE II. TERM

2.1. INITIAL TERM. This Agreement shall become effective on the date of countersignature by City (the **“Effective Date”**). The initial term of this Agreement shall run from the Operations Commencement Date of May 1, 2025, through March 31, 2027, unless extended or sooner terminated as provided herein.

2.2. AIRLINE TERM EXTENSION. This Agreement shall be extended until March 31, 2030, if:

- (a) Airline transmits written notice to the Director, on or before February 1, 2027, but no sooner than June 1, 2026, that it is exercising the option to extend the Agreement; and
- (b) The U.S. Department of Transportation extends the Essential Air Service obligation for the Pueblo, Colorado market beyond March 31, 2027, provided that the minimum service level required by the then-current DOT Essential Air Service order applicable to the Pueblo, Colorado market is fulfilled by Airline until another service provider begins service.

2.2.1 No further action by Airline or City is required for the extension to take effect. The Director will notify Airline if the requirements of Section 2.2(a) and (b) above have been met and the Agreement is therefore extended.

2.3. AIRLINE’S RIGHTS UPON EXPIRATION OR EARLY TERMINATION. Upon expiration or early termination of this Agreement, all of Airline’s rights, authority, and privileges to use the Leased Premises, services, and facilities of the Airport as granted herein shall cease.

2.4. SURRENDER OF LEASED PREMISES. Upon expiration or early termination of this Agreement, Airline shall surrender the Leased Premises to City in substantially the same condition as at the time of original occupancy by Airline, excepting:

- (a) reasonable wear and tear;
- (b) damage by fire or other casualty not caused by Airline;
- (c) conditions existing prior to Airline’s occupancy; and
- (d) acts of God or the public enemy.

2.4.1. Except as otherwise provided in this Article, all equipment, trade fixtures, and other personal property installed or placed by Airline in the Leased Premises that can be removed without structural damage shall remain the property of Airline. Airline shall have the right to remove such property at any time during the Term, provided Airline is not in default in its payments hereunder beyond all applicable notice and cure periods. Airline shall repair any damage resulting from such removal.

2.4.2. Any property not removed by Airline within ten (10) days after expiration or early termination of this Agreement is deemed abandoned. Airline authorizes City to remove and dispose of such abandoned property at Airline's expense.

2.5. RETROACTIVE OPERATIONS; ACCRUED OBLIGATIONS. Airline acknowledges that it has operated commercial air transportation services at the Airport since the Operations Commencement Date of May 1, 2025, using the Leased Premises and Airport facilities described in this Agreement. All rents, fees, and charges set forth in this Agreement shall be deemed to have accrued from the Operations Commencement Date. City shall invoice Airline for all amounts accrued from the Operations Commencement Date through the Effective Date (the "**Accrued Obligations**") within thirty (30) days of the Effective Date. Such invoice shall include terminal rents calculated pursuant to Article VII and landing fees based on Airline's actual operations as reported or determinable under Article VIII. Airline shall pay all Accrued Obligations within sixty (60) days of receipt of such invoice. Provided Airline pays all Accrued Obligations in full within such sixty (60)-day period, City shall not assess late fees under Section 6.11 on the Accrued Obligations. Airline's obligation to pay Accrued Obligations is not contingent on City's prior issuance of invoices during the pre-execution period, and City does not waive any right to collect fees and charges accrued prior to the Effective Date by virtue of having delayed invoicing. Nothing in this Section shall be construed to limit City's right to audit Airline's operations under Section 19.25 to verify amounts owed for the pre-execution period.

ARTICLE III. ESSENTIAL AIR SERVICE

3.1. EAS DESIGNATION; SERVICE OBLIGATIONS. Airline is the U.S. Department of Transportation's designated Essential Air Service provider for the Pueblo, Colorado market. Airline shall maintain the minimum level of air service at the Airport required by the then-current DOT EAS order applicable to the Pueblo market (the "**EAS Order**"), including the number of round trips per week and the class of aircraft specified therein. Airline shall provide City with a copy of the current EAS Order upon execution of this Agreement and shall promptly provide City with a copy of any modification, renewal, or replacement EAS Order issued by DOT during the Term.

3.2. ADVANCE NOTICE OF EAS CHANGES. Airline shall give City not less than sixty (60) days' advance written notice of:

- (a) any petition or application by Airline to DOT to modify, reduce, suspend, or terminate EAS service at the Airport;
- (b) any notice from DOT that Airline's EAS designation may be modified or terminated; or
- (c) any planned reduction in service below the minimum service level specified in the EAS Order, regardless of cause. Such notice shall specify the nature of the proposed change, the anticipated effective date, and any pending DOT proceedings related thereto. This notice obligation applies in addition to any notice requirements imposed by DOT.

3.3. EAS TERMINATION EFFECT. If DOT terminates, suspends, or does not renew the EAS Order applicable to the Pueblo market, or if Airline's designation as EAS provider is withdrawn by DOT, City shall have the right, exercised by written notice to Airline within sixty (60) days of such event, to terminate this Agreement on sixty (60) days' written notice, without liability to Airline except for obligations accrued prior to the termination date. Termination pursuant to this Section shall not constitute a default by City and shall not give rise to any claim by Airline for damages arising from such termination.

3.4. DOT COOPERATION. Airline shall cooperate with City in any DOT proceeding affecting EAS service at the Airport, including by providing City with timely copies of all non-privileged filings and

communications with DOT related to EAS at the Airport. City shall have the right, at its election and expense, to participate as an interested party in any such DOT proceeding.

ARTICLE IV. LEASED PREMISES

4.1. DESCRIPTION OF LEASED PREMISES. The Leased Premises consist of Exclusive Use Space, Preferential Use Space, and Common Use Space within the Terminal Building, as described in Sections 4.2 through 4.4. Airline hereby leases from City, and City hereby leases to Airline, the Leased Premises for the general purposes set forth below. The Leased Premises are further depicted on Lease Exhibit A and Lease Exhibit B, attached hereto and incorporated herein by reference; in the event of any conflict between an exhibit and Sections 4.2 through 4.4, those Sections control. The Leased Premises may be amended from time to time by written agreement of the parties to reflect changes in Airline's operational requirements or Airport facility modifications.

4.2. EXCLUSIVE USE SPACE. Airline's Exclusive Use Space consists of the following areas within the Terminal Building, the boundaries of which shall be as designated by the Director:

- (a) Ticketing Counter (Finished Exclusive Use Space): approximately 210 square feet;
- (b) Airline Offices (Finished Exclusive Use Space): approximately 286 square feet; and
- (c) Airline Operations Garage (Unfinished Exclusive Use Space): approximately 920 square feet.

4.3. PREFERENTIAL USE SPACE. Airline's Preferential Use Space consists of the following areas:

- (a) Holdroom;
- (b) Apron Area: approximately 3,174 square feet; and
- (c) Enplanement Gate, as further provided in Section 4.7.

4.4. COMMON USE SPACE. Common Use Space available to Airline in common with other authorized users of the Airport consists of the following areas:

- (a) Baggage Claim Area;
- (b) Passenger Screening Area;
- (c) Baggage Makeup Area;
- (d) Tug Lane; and
- (e) Airport Operations Areas.

4.5. TRANSITION SPACE. Airline acknowledges and agrees that at various times during the Term of the Agreement, Airline may be required, upon written notice from the Director, to temporarily relocate to and operate out of space different from that described in Sections 4.2 and 4.3 to facilitate construction projects or installation of equipment. Such relocation shall be at the cost of the requesting party. If Airline is required to temporarily relocate, City shall make all reasonable efforts to provide space of comparable size and finish. Airline shall not pay rent for more square footage than what is leased under this Agreement during any transition period initiated by City.

4.6. REASSIGNMENT OF LEASED PREMISES. City may reassign, reallocate, or relocate all or part of the Leased Premises only for the following reasons:

- (a) To comply with a rule, regulation, or order of any federal, State, or other governmental agency having jurisdiction over the Airport;
- (b) To implement a capital improvement that is part of City's formal Airport Capital Improvement Program; or
- (c) To address a compelling necessity to resolve an unforeseen situation as determined by the Director.

4.6.1. If reassignment becomes necessary, the Director shall give Airline not less than sixty (60) days' written notice. Within fourteen (14) days of receipt of such notice, Airline may submit written concerns to the Director and request a meeting. City shall reimburse Airline the undepreciated capital cost on a straight-line basis of Airline's improvements in the vacated space and shall bear the cost of any improvements necessitated by the reassignment. Airline shall not be required to accept premises not reasonably adequate for its operations or to pay rent in excess of what it would have paid in the original Leased Premises.

4.7. ENPLANEMENT GATE. The Airport has one Enplanement Gate. Airline shall have Preferential Use of the Enplanement Gate for its scheduled EAS operations, with priority access during all times for which Airline has a published scheduled departure or arrival.

4.7.1. Because the Airport has a single Enplanement Gate, City and Airline acknowledge that any accommodation of an additional certificated air carrier at the Airport will require a coordinated gate-sharing schedule rather than a separate gate assignment. Before implementing any gate-sharing arrangement, City shall give Airline not less than thirty (30) days' advance written notice and shall consult with Airline in good faith to develop a gate-sharing schedule that reasonably accommodates both Airline's EAS scheduled service and the additional carrier's operations. No gate-sharing arrangement shall be implemented in a manner that causes Airline to miss or materially delay any EAS scheduled departure or arrival without Airline's prior written consent, which shall not be unreasonably withheld or conditioned.

4.8. CITY RIGHT OF ENTRY. City may enter upon Airline's Leased Premises:

- (a) at any time, upon reasonable advance notice, for any purpose necessary or connected with the performance of Airline's obligations hereunder or in the exercise of City's governmental functions; and
- (b) upon the termination or cancellation of this Agreement. Whenever reasonably practicable, City will provide Airline a minimum of twenty-four (24) hours' advance notice. Such entry or reentry shall not constitute a trespass nor give Airline a cause of action for damages against City.

4.9. QUIET ENJOYMENT. Upon payment by Airline of all rents, fees, and charges required herein and subject to Airline's performance of all covenants, conditions, and agreements on its part to be performed hereunder, Airline shall peaceably have and enjoy the rights, uses, and privileges of the Airport, its appurtenances, and facilities as granted herein.

4.10. CITY'S TITLE. City's title to the Leased Premises and the Airport is and shall remain paramount to the interest of Airline. Nothing in this Agreement empowers Airline to commit or engage in any act that can, shall, or may encumber City's title.

ARTICLE V. USES OF AIRPORT

5.1. PERMISSIBLE USES. Subject to the terms of this Agreement and the Airport Rules and Regulations, Airline, upon payment of all rents, fees, and charges due, shall be entitled to use the Airport, in common

with other duly authorized users, for the sole purpose of providing Air Transportation. Such use may include:

- (a) The operation of an Air Transportation business, including all activities reasonably necessary to such operation;
- (b) The landing, taking off, taxiing, pushing, towing, loading, unloading, fueling, repairing, maintaining, servicing, parking, and storing of aircraft and equipment operated by Airline;
- (c) The sale of tickets, handling of reservations, and loading and unloading of persons, property, and mail at the Airport in the operation of Airline's Air Transportation business;
- (d) The training of Airline's employees at the Airport, limited to training incidental to Airline's Air Transportation operations at the Airport, subject to prior written approval of the Director for any flight training or aircraft testing;
- (e) The purchase of Airline's requirements of fuel, lubricants, and other materials and supplies incidental to Airline's Air Transportation operations;
- (f) The installation and operation of identifying signs and graphics on Airline's Leased Premises, subject to the prior written approval of the Director and consistency with Airport sign standards;
- (g) The installation, maintenance, and operation of radio, meteorological, and aerial navigation equipment at suitable locations on the Airport as necessary for Airline's operations, subject to the prior written approval of the Director;
- (h) The installation, maintenance, and operation of computer data lines and telephone communications equipment in the Leased Premises, subject to the prior written approval of the Director and coordination with City's Information Technology Department; and
- (i) The storage and parking of Airport-based equipment, cargo, and vehicles at locations specifically designated by the Director.

5.2. INGRESS AND EGRESS. Subject to the Airport Rules and Regulations, the following privileges of ingress and egress are hereby granted:

- (a) For Airline, its agents, employees, contractors, and permitted sublessees, access to the public areas of the Airport and to those areas designated for Airline's Exclusive Use, Preferential Use, or Common Use, together with Airline's aircraft, vehicles, and equipment;
- (b) For Airline's passengers, guests, and invitees, access to areas leased to Airline and to areas provided for Airline's passengers in common with passengers of other airlines and to public areas; and
- (c) For Airline's suppliers and furnishers of services, access to public areas and to areas leased to Airline and Common Use areas, together with vehicles, machinery, and equipment used in furnishing such supplies and services.

5.2.1. Ingress and egress provided above shall not be extended to any person or vehicle engaging in any activity that Airline is not authorized to engage in under this Agreement, unless expressly authorized by the Director.

5.3. RESTRICTIONS. In connection with the exercise of Airline's rights under this Agreement, Airline and its agents, employees, contractors, and invitees shall not:

- (a) Interfere with the effectiveness or accessibility of the drainage and sewage system, electrical system, air conditioning system, fire protection system, sprinkler system, alarm system, or fire hydrants and hoses installed or located on Airport premises;
- (b) Invalidate or conflict with any fire or other casualty insurance policies covering the Airport;

- (c) Keep or store flammable or combustible liquids except in storage facilities constructed for such purposes in accordance with applicable federal, State, and City laws;
- (d) Do anything that may be in conflict with 14 CFR Part 139 Airport Certification or that may jeopardize the operating certificate of the Airport;
- (e) Do anything that may be in conflict with 49 CFR Part 1542 Airport Security or the TSA-approved Airport Security Program;
- (f) Permit any vending machine or other coin- or credit card-operated machine to be installed in any publicly accessible area without the express written approval of the Director; provided, however, that Airline may install and maintain vending machines in Airline's Exclusive Use Space not accessible to the public for Airline's employees only;
- (g) Perform aircraft engine run-ups except at locations and during time periods approved in writing by the Director; or
- (h) Engage in activities that compete with City in City's development of non-airline revenue from Airport passengers, tenants, and other users.

5.4. UNMANNED AIRCRAFT SYSTEMS. Airline shall not operate and shall not permit or contract for the operation of any unmanned aircraft system ("UAS") or drone on Airport premises without prior written authorization from the Director and in compliance with 14 CFR Part 107. Airline shall not use, and shall not contract with any party to use, any covered UAS as defined under Section 936 of the FAA Reauthorization Act of 2024, Pub. L. 118-63, in connection with any federally funded activity on Airport premises. All UAS operations authorized by the Director shall comply with the Airport's then-current UAS operating procedures.

5.5. CONCESSION SERVICES RESERVED BY CITY. Except as otherwise provided herein, City reserves the exclusive right to itself, its agents, and franchisees to operate all concession services in the Terminal Building, including but not limited to food and beverage, retail, vending machines, advertising displays, and baggage carts, and to retain the revenue therefrom. City shall not exercise such right in a manner that materially impedes passenger ingress or egress or Airline's business operations. The distribution of food and beverages by Airline in the holdroom during irregular operations or extended delays is permitted as provided in Airport Rules and Regulations.

5.6. GROUND HANDLING SERVICES. Airline may contract with, or receive from other companies, ground handling services for Airline's aircraft, provided that Airline gives advance written notice to the Director of such arrangements and uses reasonable efforts to ensure that any such company has entered into an operating permit or agreement with City prior to commencing services. City may require third-party service providers to obtain a license from City authorizing the provision of such services at the Airport. Nothing herein shall restrict City from levying a nondiscriminatory concession fee for ground handling services on any person or company other than Airline performing ground handling services for itself.

5.7. SECURITY OBLIGATIONS. Airline understands and agrees that it shall fully indemnify, defend, and hold harmless City, its elected representatives, officers, agents, volunteers, and employees from and against all penalties, fines, or demands of any kind (including costs of investigation, attorney fees, court costs, and expert fees) arising out of Airline's acts or omissions resulting in alleged violations of 49 CFR Part 1542 Airport Security or any successor regulations related to airport security.

5.8. REMOVAL OF DISABLED AIRCRAFT. Upon release of Airline's disabled aircraft by the proper authorities, Airline shall promptly remove any such disabled aircraft from any part of the Airport and place it in such storage area as may be designated by the Director. If Airline fails to promptly remove a disabled aircraft, the Director may, but shall not be obligated to, cause the removal at Airline's expense. City's

obligation to remove or store such aircraft shall not be inconsistent with applicable federal laws and regulations.

5.9. EMPLOYEE PARKING. Airline and its Airport employees shall have the right to use the vehicular parking facilities at the Airport in common with employees of other Airport tenants and users. Use of employee parking facilities is subject to such employee parking fees as established from time to time by City. Airline shall, upon request of the Director, provide verification that it is providing parking only for its on-Airport employees at the designated locations.

ARTICLE VI. RENTS, FEES, AND OTHER CHARGES

In consideration for use of the Leased Premises, facilities, rights, and privileges granted hereunder and for the undertakings of City, Airline agrees to pay City during the Term, without deduction or set-off, rents, fees, and other charges as set forth in this Article VI and as recalculated according to the procedures of Article VII.

6.1. TERMINAL BUILDING RENTS. Airline shall pay City for its Exclusive Use Space, Preferential Use Space, and Common Use Space in the Terminal Building monthly rent based on the annual rental rates calculated each Calendar Year in accordance with Article VII. No separate rent is charged for Common Use Space, the Holdroom, or the Enplanement Gate, and the rates set forth in Article VII for Exclusive Use Space and Preferential Apron Space constitute the full consideration for Airline's use of those areas.

6.2. REMAIN OVERNIGHT FEES. RON fees shall be waived provided that the aircraft parked is operable and remains in the designated Preferential Use Space on the Apron. RON fees at the rate adopted by Pueblo City Council may apply to aircraft owned by Airline that are not used in daily service. RON fees are due monthly at the time other fees and rents are paid.

6.3. APRON AREA FEES. Fees for use of the Apron Area shall be waived for the terminal-adjacent Apron areas provided that the aircraft is operable and engaged in scheduled flight service. Disabled or stored aircraft as addressed in Section 5.8 may incur an Apron parking fee at the rate adopted by Pueblo City Council. Airline shall also pay City for its Preferential Use of the Apron Area a monthly fee based on the annual rental rates calculated each Calendar Year in accordance with Article VII. Such Preferential Use shall allow Airline to store enplaning and deplaning related equipment on the Apron Area between flights on the same operating day.

6.4. LANDING FEES. Airline shall pay City for its use of the Airfield Area monthly Landing Fees calculated at \$1.00 per thousand pounds MGLW for any aircraft over twelve thousand five hundred one (12,501) pounds. Airline agrees to pay the standard rate for all Airline flights that land at the Airport, including any flight diverted to the Airport by Airline; provided, however, that no fee shall be due for an aircraft that departs from and returns to the Airport because of meteorological conditions, mechanical causes, or any similar emergency or precautionary reason. City will use its best efforts to charge and collect Landing Fees from all commercial air transportation users of the Airfield Area.

6.5. PER USE CHARGES. Airline shall pay City such per use charges for City-provided equipment, facilities, and services as established from time to time by Pueblo City Council. Per use charges are due monthly at the time other fees and rents are paid.

6.6. UTILITIES. City agrees to pay all water, sewage, electricity, gas, and common area music and television charges with respect to the Leased Premises and City-installed equipment. Trash service may be provided by City as a function of Terminal operations. Airline shall separately pay for and obtain internet and telephone service through separate service agreements. City-provided WiFi is intended for public use and

shall not be used for Airline operations. Airline shall pay City for use of engine heater or equipment warmer outlets based on rates established by City Council, collected on a per-month basis without daily proration, with at least twenty-four (24) hours' advance written notice to the Director prior to use.

6.7. OTHER CHARGES. City reserves the right to assess, and Airline agrees to pay, reasonable charges for the use of City-provided facilities and equipment, including but not limited to telecommunications trunk equipment charges, employee parking facilities, and the issuance of security identification badges.

6.8. NO FURTHER FEES AND CHARGES. Following the Effective Date, except as otherwise provided herein, upon payment of the rents, fees, and charges described in this Article, no additional charges shall be levied against Airline for the use and occupancy of the Leased Premises or use of the Airfield Area for the landing and taking off of aircraft, except as provided by separate agreement.

6.9. TIME OF PAYMENT. The following sets forth the timing of Airline's payments of rents, fees, and charges to City:

- (a) Rents for Exclusive Use Space, Preferential Use Space, and Common Use Space shall be due and payable, without deduction or setoff, in monthly installments in advance on or before the first day of each month;
- (b) Landing Fees, Per Use Charges, and RON charges for each month of operations shall be due and payable without deduction or setoff within thirty (30) days after transmittal of an invoice, provided that Airline's monthly statistical report required under Article VIII is received by City within ten (10) days after the last day of such month of operations;
- (c) Airline shall faithfully collect and promptly remit to City, without notice or demand and in accordance with 14 CFR Part 158, all PFC proceeds so long as City has an approved PFC program in effect;
- (d) Rents, fees, and charges not described in paragraphs (a), (b), or (c) above shall be due and payable within thirty (30) days after transmittal of a monthly invoice by City. City will provide such invoice within thirty (30) days of the activity for which the charge is generated;
- (e) The acceptance of any payment by Airline shall not preclude City from verifying the accuracy of Airline's computations or recovering any additional amount actually due, nor preclude Airline from later demonstrating that a lesser amount was properly owed;
- (f) In the event rents, fees, and charges are not paid timely, the Director is authorized to seek any necessary legal and administrative remedy, which may include: (i) seeking administrative relief through appropriate federal agencies, including the FAA; (ii) equitable and judicial remedies; and (iii) such other legal and administrative remedies as permitted by law; and
- (g) Failure to send a timely invoice does not relieve Airline from any obligation of payment.

6.10. PAYMENTS. Rents, fees, and charges shall be paid in United States Dollars by wire transfer, electronic funds transfer ("EFT"), Automated Clearing House ("ACH"), or check payable to City of Pueblo, delivered or mailed to: City of Pueblo, Aviation Department, 31201 Bryan Circle, Suite 200, Pueblo, Colorado 81001. Checks issued with insufficient funds or otherwise returned by the issuing bank may be treated as late payments and subject to the late fee and interest provided in Section 6.11. Airline shall reimburse City for any fee charged to City by its financial institution in connection with a returned or dishonored check, not to exceed the actual additional cost incurred by City in processing the returned item.

6.11. LATE FEES ON OVERDUE PAYMENTS. Without waiving any other right available to City in the event of default, if Airline is delinquent for a period of thirty (30) calendar days or more from the date any payment is due to City, Airline shall pay City late fees thereon from the date such payment became due to

the date of payment at the rate of 8% per annum on the unpaid balance until paid in full; provided, however, that if the maximum rate permitted by law is less than such rate, the rate shall be such maximum legal rate. City may, but is not obligated to, provide Airline with a written reminder when invoiced amounts have not been received within thirty (30) calendar days of transmittal of the invoice.

6.12. PERFORMANCE GUARANTEE. A Performance Guarantee may be required to guarantee Airline's faithful performance of all terms and conditions contained herein, including timely payment of all rents, fees, and charges.

6.12.1. In the event Airline fails to timely pay the correct amount due for Terminal Building Rents or Landing Fees more than three (3) times within any consecutive twelve (12)-month period, City shall provide Airline with written notice after the third late payment. If Airline thereafter fails to make a timely payment for a fourth (4th) time within that same twelve (12)-month period, Airline shall, within sixty (60) days of City's written demand following such fourth late payment, provide to City a security deposit equal to:

- (i) Airline's estimated rents for Exclusive Use Space and Preferential Use Space for two (2) months; and
- (ii) Airline's estimated Landing Fees for two (2) months, determined on the basis of Airline's average monthly landed weight during the preceding six (6)-month period at the current Landing Fee rate.

6.12.2. The Director may, in writing, waive or defer the Performance Guarantee requirement if the Director determines that any late payment was caused by:

- (i) a delay in DOT's remittance of EAS subsidy payments to Airline;
- (ii) a force majeure event under Section 19.10; or
- (iii) any other cause beyond Airline's reasonable control. Such waiver shall apply only to the specific late payment(s) identified and shall not affect City's rights with respect to subsequent late payments.

6.12.3. The Performance Guarantee shall be in the form of a deposit, letter of credit, bond, or other instrument satisfactory to City, in a form acceptable to the Director, and shall remain in full force and effect for a period extending three (3) months following termination of this Agreement. Any remainder of a cash deposit will be refunded by City within ninety (90) days following the termination of this Agreement.

6.12.4. In the event City is required to draw down against Airline's Performance Guarantee for any reason, Airline shall, within fifteen (15) business days after City's written demand, take action to replenish the Performance Guarantee to its original value or provide a replacement Performance Guarantee so that the aggregate amount is equal to two (2) months' estimated rents and landing fees as described above.

6.12.5. Airline and City agree that this Agreement constitutes an 'unexpired lease' for purposes of Section 365 of the United States Bankruptcy Code (11 U.S.C. § 365), subject to assumption or rejection as provided therein. If Airline provides a Performance Guarantee in the form of a letter of credit or bond, such Performance Guarantee is not 'property of the estate' for purposes of 11 U.S.C. § 541, and all PFCs, less allowable collection fees, collected by Airline with respect to enplaned passengers at the Airport are the property of City.

ARTICLE VII. CALCULATION OF RENTS, FEES, AND OTHER CHARGES

7.1. TERMINAL RENTAL RATE CALCULATIONS. City shall calculate Terminal Rental Rates on an equalized basis, separately calculating rental rates for Finished Exclusive Use Space, Unfinished Exclusive Use Space, and Preferential Apron Space.

- (a) Based on the Southern Airways Express Airport Use and Lease Agreement dated January 9, 2023, authorized by City Council via Ordinance 10370, the equalized rate established from April 1, 2025, through December 31, 2025, is \$1,630.00 per month for all Leased and Common Use Spaces.
- (b) Effective January 1, 2026, and through March 31, 2027, Airline shall pay the following rates: \$26.17 per square foot per year for Finished Exclusive Use Space; \$21.46 per square foot per year for Unfinished Exclusive Use Space; and \$0.08 per square foot per year for Preferential Apron Space. Applied to the areas stated in Sections 4.2 and 4.3, those rates produce the following annual amounts:
 - (i) Ticketing Counter, 210 square feet at \$26.17: \$5,495.70;
 - (ii) Airline Offices, 286 square feet at \$26.17: \$7,484.62;
 - (iii) Airline Operations Garage, 920 square feet at \$21.46: \$19,743.20; and
 - (iv) Apron Area, 3,174 square feet at \$0.08: \$253.92.

The total annual amount is \$32,977.44, payable in monthly installments of \$2,748.12 as provided in Section 6.9(a). The per-square-foot rates stated in this Section control. If the areas designated by the Director under Sections 4.2 and 4.3 differ from the areas stated above, the annual and monthly amounts shall be recalculated at those rates.

7.2. CALCULATION OF LANDING FEE RATE.

- (a) Each year, City will calculate the Landing Fee. Calculations will be based on Airline's monthly statistical report as required in Article VIII.
- (b) The Landing Fee will be calculated by multiplying Airline's total Landed Weight for the month by the Landing Fee rate then in effect as established by Pueblo City Council. MGLW will be based on the certificated weight, in thousand-pound (1,000 lb.) units, at which each aircraft type operated by Airline is authorized by the FAA to land, as set forth in the applicable flight manual.

7.3. CALCULATION OF PER USE CHARGES.

- (a) Each year, City will calculate Per Use Charges for the applicable Calendar Year based on Airline's aggregate use of per-use equipment, goods, and services at the Airport. Calculations will be based on information reported on Monthly Activity Reports required in Article VIII.
- (b) Per Use Charges will be calculated by multiplying Airline's total use for the month by the applicable Per Use rate then in effect as established by Pueblo City Council.

7.4. EXTRAORDINARY ADJUSTMENTS. Notwithstanding any other provisions hereof, if at any time during the Term of the Agreement, Airport revenue and designated reserves are insufficient to pay when due Airport obligations, including emergency repairs or expenses, City may, with thirty (30) days' notice to and

in consultation with Airline, recalculate rents, fees, and charges using revised Airport operating costs and projected Airport activity. If such an extraordinary adjustment is necessary, City will review operating costs and make appropriate adjustments as a prudent airport operator.

ARTICLE VIII. MONTHLY ACTIVITY REPORTS

8.1. REQUIRED MONTHLY ACTIVITY REPORTS. Airline shall furnish to the Director, on or before the tenth (10th) day of each month, an accurate verified report of its operations for the previous month on forms prescribed by the Director. The report shall include:

- (a) Airline's total number of aircraft arrivals and departures, by aircraft make, model and series, MGLW, and seating capacity;
- (b) The total number of enplaning and deplaning passengers;
- (c) The total weight of freight, mail, and other cargo, enplaned and deplaned; and
- (d) The total number of RON events.

8.1.1. Monthly Activity Reports may be submitted electronically to AviationAccountsReceivable@pueblo.us. City reserves the right to periodically audit these reports to verify accuracy.

8.2. FAILURE TO FURNISH REPORT. If Airline fails to furnish City with the report described in Section 8.1, Airline's Landing Fee shall be determined by the Director based on available data. An accounting fee of \$100.00 for each occurrence will be charged to Airline for the additional services required.

ARTICLE IX. AIRPORT IMPROVEMENTS

9.1. AIRPORT IMPROVEMENTS. The parties recognize that capital improvements to preserve, protect, enhance, expand, or otherwise improve the Airport will be required during the Term of the Agreement. Airline acknowledges that from time to time City will need to initiate and carry forward programs of construction, reconstruction, expansion, relocation, maintenance, and repair at the Airport in order that the Airport and its facilities may be suitable for the volume and character of air traffic and flight activity requiring accommodation, and that such activity may inconvenience or interrupt Airline's operations. Airline agrees that no liability shall attach to City, its officers, agents, employees, contractors, subcontractors, and representatives by reason of such inconvenience or interruption, and Airline waives any right to claim damages or other consideration therefor; provided, however, that this waiver shall not extend to any claim for physical damage to property resulting from willful misconduct of City, its officers, agents, employees, contractors, subcontractors, or representatives. Airline shall be obligated to pay all rent and fulfill all obligations of this Agreement at all times during construction, reconstruction, expansion, or other alteration of the Airfield, except as expressly provided otherwise in this Agreement.

ARTICLE X. APPLICATION OF REVENUES

10.1. PASSENGER FACILITY CHARGE PROCEEDS. All PFC proceeds collected by Airline and remitted to City pursuant to Section 6.9(c) shall be deposited, applied, and allocated in a manner consistent with applicable federal laws and regulations, including 14 CFR Part 158, and in accordance with City's current FAA-approved PFC application. City acknowledges that PFC proceeds are currently applied to repayment of Airport obligations to the FAA under the Airport Improvement Program. Airline's obligation to collect and remit PFC proceeds is contingent on the existence of a currently effective, FAA-approved PFC authorization. Airline shall collect and remit PFCs only in the amount and manner authorized by the applicable FAA approval order.

ARTICLE XI. CITY RECORDS

11.1. REVENUE AND EXPENSE RECORDS. City will establish an Airport accounting system and maintain accounting records documenting:

- (a) Annual Airport Revenue;
- (b) Maintenance and Operating Expenses;
- (c) Capital Outlays;
- (d) amortization; and
- (e) Capital Improvements and other expenses incurred for the improvement, renovation, or enhancement of the Airport.

ARTICLE XII. MAINTENANCE AND OPERATING RESPONSIBILITIES

12.1. CITY'S RESPONSIBILITIES. Except as otherwise provided in this Agreement, City will:

- (a) Furnish structural maintenance, including maintenance of the roof, of City-owned facilities;
- (b) Provide maintenance and operation of City-installed equipment and systems;
- (c) Install and furnish electrical power for interior area lighting throughout the Terminal Building;
- (d) Provide heating and air conditioning in enclosed interior areas of the Terminal Building;
- (e) Provide electrical re-lamping in areas in public view and unrented areas of the Terminal Building;
- (f) Provide maintenance of plumbing lines;
- (g) Maintain and operate the Airfield Area in accordance with the practices of a reasonably prudent airport operator; and
- (h) Maintain, operate, and keep in good repair the public areas of the Terminal Building, directional signs, vehicular parking facilities, and all common-use facilities provided by City.

12.1.1. If it is determined by City that acts of Airline caused the need for maintenance or repairs, Airline agrees to pay the cost of such maintenance or repairs plus fifteen percent (15%) for administration, provided Airline has not elected to make the repair itself in a manner approved by City.

12.2. AIRLINE'S RESPONSIBILITIES. The following are Airline's responsibilities, which may be performed by Airline or Airline's third-party service provider:

- (a) Airline shall provide all maintenance and janitorial services in its Exclusive Use Space including all maintenance and operation of Airline-installed improvements and systems, electrical re-lamping in non-public view Exclusive Use Space, and all decorating and redecorating when required. Airline shall maintain the Exclusive Use Space and Preferential Use Space in a neat, clean, sanitary, and operable condition;
- (b) Airline shall be responsible for snow and ice removal in the Preferential Use Apron Area and from any enplanement/deplanement door to the aircraft stairs for the safety of passengers;
- (c) Airline shall perform such cleaning of the Apron Area leased to Airline as necessary to keep it in a clean, neat, and orderly condition, free of foreign objects, and shall periodically remove grease, oil, and fuel spills caused by Airline with ramp scrubbing equipment and repair any foreign object damage;
- (d) Airline shall not modify or attach personal property or signage to City-owned passenger loading ramps or gates without the advance written approval of the Director;

- (e) Airline shall perform ordinary preventive maintenance and nonstructural repair of all facilities located in its Exclusive Use Space;
- (f) Airline shall cause all improvements and facilities constructed or installed by Airline, and all vehicles and equipment operated by Airline on the Airport, to be kept in a safe condition and in good repair in accordance with standards applicable to all similarly situated Airport tenants as established from time to time by the Director; and
- (g) Airline shall make no alterations, additions, improvements, or installations on the Leased Premises without prior written approval from the Director and all applicable permits.

12.3. Airline's Failure to Perform Maintenance. In the event Airline fails within thirty (30) days after receipt of written notice from City to perform any maintenance obligation required hereunder, City may enter the Leased Premises and perform such obligation, charging Airline the reasonable cost and expense thereof plus fifteen percent (15%) for administration. If Airline's failure endangers public safety, City may perform the obligation at any time after giving written notice.

12.4. Structural Maintenance. Structural maintenance of the Leased Premises will be provided by City at City's sole cost and expense, unless the need for structural maintenance was caused by Airline, in which case City shall be reimbursed by Airline for repair costs.

ARTICLE XIII. DAMAGE OR DESTRUCTION OF LEASED PREMISES

13.1. LEASED PREMISES INHABITABLE. If any of the Leased Premises are partially damaged by fire or other casualty but remain inhabitable, City will repair the Leased Premises with due diligence to the condition existing just prior to such casualty, limited to the extent of the proceeds of insurance received and funds appropriated by City's governing body.

13.2. LEASED PREMISES UNINHABITABLE. If any of the Leased Premises are completely destroyed or partially damaged rendering all or a substantial part uninhabitable, and it is reasonably estimated that repairs will take more than one hundred eighty (180) days, the Director will notify Airline in writing within ninety (90) days of the casualty whether the damaged Leased Premises will be repaired. If repaired, rent allocable to the damaged Leased Premises will be abated from the date of damage to the substantial completion of repairs. If the repair period is estimated to exceed one hundred eighty (180) days, City will make good-faith efforts to provide Airline with temporary substitute space, if available, at a comparable rental rate. If City elects not to repair, the damaged premises shall be deleted from the Leased Premises with no further liability to either party except for accrued obligations.

13.3. AUTOMATIC DELETION OF UNREPAIRED DAMAGED PREMISES. If City fails to notify Airline of its repair decision within ninety (90) days of the casualty, or gives written notice of intent not to repair, City will be deemed to have elected not to repair. The damaged premises shall be automatically deleted from the Leased Premises as of the date of damage or destruction, with no further liability therefor by either party except for liabilities that accrued prior to such damage or destruction. The parties will negotiate in good faith regarding deletion of additional premises if warranted.

13.4. CITY INSURANCE. The Terminal Building will be insured by City under a policy of fire and extended coverage insurance to the extent of not less than eighty percent (80%) of the insurable value of such property, if such coverage is available. Insurance proceeds received for damage to or destruction of such property will be applied by City to the repair, construction, or replacement of such damaged or destroyed property. Premiums paid by City for such insurance shall be included as a part of Airport maintenance and operating expenses.

ARTICLE XIV. INSURANCE

14.1. LIABILITY INSURANCE. By use and occupancy of Airport premises, Airline shall, at its sole expense and in a manner acceptable to City, purchase and maintain or cause to be maintained in force insurance coverage for itself and its officers, agents, employees, passengers, guests, patrons, contractors, sublessees, invitees, and suppliers. All such insurance shall be maintained with insurance underwriters approved by the Director based upon City's Risk Management practices. Airline may satisfy this requirement through Airline's captive only upon showing of financial strength satisfactory to City. All liability insurance policies shall provide coverage that includes, or has the same substantive effect as, the following:

- (a) "The City of Pueblo and each of its officers, agents, elected representatives, volunteers, and employees, in their respective capacities as such, shall be additional insureds hereunder with respect to the products, premises, and operations of the named insured to the full limits of liability purchased by Airline even if those limits exceed those required by this Agreement."
- (b) "Airline's insurance shall be primary insurance and non-contributory with respect to all other available sources."
- (c) "This insurance shall not be materially changed, altered, canceled, or non-renewed until after thirty (30) days' advance written notice has been given to the City of Pueblo, except that only ten (10) days' notice shall be required in the event of cancellation due to non-payment of premium."

14.1.1. Airline shall maintain the following types and minimum limits of insurance:

- (i) Aircraft liability insurance and comprehensive general liability insurance, covering bodily injury, property damage, products/completed operations liability, premise liability, and contractual liability, with a combined single limit per occurrence of Five Million Dollars (\$5,000,000.00) and an aggregate limit of Ten Million Dollars (\$10,000,000.00). Said aircraft liability shall be applicable to owned, non-owned, and hired aircraft;
- (ii) Automobile liability insurance with a minimum limit of One Million Dollars (\$1,000,000.00) for all owned, non-owned, and hired vehicles operated by or on behalf of Airline at the Airport;
- (iii) Liquor liability insurance for any serving of alcoholic beverages in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence;
- (iv) Workers' compensation insurance or evidence of self-insurance in accordance with the laws of the State of Colorado, covering all employees of Airline at the Airport. The workers' compensation policy shall be endorsed to provide that the carrier waives its right of subrogation against City, its officers, agents, elected representatives, volunteers, and employees; and
- (v) Employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

14.2. EVIDENCE OF INSURANCE. At least ten (10) calendar days prior to the Effective Date, Airline shall furnish City with evidence of all insurance policies required hereunder in the form of certificates of insurance satisfactory to the Director. Prior to expiration of any then-current policy, Airline shall deliver to City evidence showing that coverage has been renewed. At least five (5) calendar days prior to cancellation or reduction of coverage, Airline shall deliver to the Director evidence of reinstatement or other provision for the required insurance.

14.2.1. If Airline fails at any time to obtain or maintain in force the insurance required herein, and such failure is not cured within forty-eight (48) hours after written notice to Airline, such failure shall

constitute a default permitting City to terminate Airline's use of the Leased Premises upon reasonable written notice.

14.2.2. If any claim for damages is filed with Airline or if any lawsuit is instituted against Airline arising out of or connected with Airline's operations at the Airport in any way that may affect City, Airline shall give prompt and timely written notice to the Director within thirty (30) calendar days of receipt of such claim or ten (10) calendar days of service of process. Claims of less than One Thousand Dollars (\$1,000.00) are excluded from this notice requirement.

ARTICLE XV. INDEMNIFICATION

15.1. INDEMNIFICATION. Airline covenants and agrees to fully indemnify and hold harmless City and its elected officials, employees, directors, volunteers, and representatives, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability, and suits of any kind and nature, including but not limited to personal or bodily injury, death, and property damage, made upon City directly or indirectly arising out of, resulting from, or related to Airline's use of the Airport, or Airline's activities in, on, or about the Leased Premises, or from any operation or activity of Airline upon the Airport premises, or in connection with its use of the Leased Premises, including any acts or omissions of Airline, any agent, officer, director, representative, employee, consultant, or subcontractor of Airline while in the exercise or performance of the rights or duties under this Agreement, all without, however, the City waiving any governmental immunity available to the City under Colorado law and without waiving any defenses of the parties under Colorado law. This indemnity shall apply even where costs, claims, damages, losses, expenses, actions, or suits arise in part from the contributory negligence of City, its elected officials, employees, officers, directors, and representatives.

15.1.1. The provisions of this Section are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Airline shall promptly advise City in writing of any claim or demand against City or Airline related to or arising out of Airline's activities under this Agreement and shall see to the investigation and defense of such claim at Airline's cost. City shall have the right, at its option and expense, to participate in such defense without relieving Airline of any of its obligations hereunder.

15.1.2. It is the express intent of the parties that the indemnity provided in this Article XV is an indemnity by Airline to indemnify, protect, and hold harmless City from the consequences of City's own contributory negligence; provided, however, that this indemnity shall not apply when the negligent act of City is the sole cause of the resultant injury, death, or damage.

15.1.3. Notwithstanding anything in this Article XV to the contrary, the City's liability for its own negligence under this Agreement, inclusive of all defense costs expended solely for City's defense, shall not exceed the maximum amounts for which governmental immunity is waived under the Colorado Governmental Immunity Act, C.R.S. § 24-10-114, as amended from time to time.

ARTICLE XVI. FEDERAL, STATE, AND LOCAL REGULATIONS

16.1. RULES AND REGULATIONS. City, in its governmental capacity, has adopted and will enforce Airport Rules and Regulations with respect to the occupancy and use of the Airport by persons, vehicles, aircraft, and equipment. The Director is authorized to enforce Airport Rules and Regulations and to promulgate additional rules and regulations, from time to time, in furtherance of the safe, efficient, and economically practicable operation of the Airport. All such rules and regulations shall be reasonable, not unjustly discriminatory, and consistent with any legally authorized rule or regulation of the FAA or any other federal

or State agency binding on Airline or City. City shall provide Airline with reasonable notice prior to adoption of any new or amended Airport Rules or Regulations to allow Airline to comment. Airline agrees to observe and obey all Airport Rules and Regulations as currently in place and as may be reasonably established from time to time, and to require its officers, agents, employees, contractors, and suppliers to do the same. City reserves the right to deny access to the Airport or its facilities to any person who fails or refuses to comply with the Rules and Regulations.

16.2. COMPLIANCE WITH LAW. Airline shall not use the Airport or any part thereof for any illegal purpose and shall, at all times during the Term, comply with all applicable regulations, ordinances, and laws of City, the State of Colorado, and the federal government, and of any governmental body having jurisdiction over the Airport.

16.3. COMPLIANCE WITH STATUTES, ORDINANCES, AND REGULATIONS. At all times during the Term of the Agreement, Airline shall, in connection with its activities and operations at the Airport:

- (a) Comply with and conform to all applicable present and future statutes, ordinances, and regulations of all federal, State, and other governmental bodies of competent jurisdiction that apply to or affect Airline or Airline's operations under this Agreement, including the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*), as amended; and
- (b) Make, at its own expense, all non-structural improvements, repairs, and alterations to its Exclusive Use Space, equipment, and personal property required to comply with such statutes, ordinances, or regulations. Airline shall secure the written approval of the Director before proceeding under this Section 16.3(b).

16.4. COMPLIANCE WITH ENVIRONMENTAL LAWS. Airline shall comply with all applicable federal, State, and local statutes, ordinances, regulations, rules, and codes, as amended, that govern Hazardous Materials or relate to the protection of human health, safety, or the environment, including but not limited to: the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 *et seq.*; the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; the Clean Air Act, 42 U.S.C. § 7401 *et seq.*; the Clean Water Act, 33 U.S.C. § 1251 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 *et seq.*; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*; the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651-678; and all substances defined as hazardous under the laws of Colorado and/or the United States (collectively, “**Environmental Laws**”).

- (a) Any fines, penalties, or remediation costs levied against City by the Environmental Protection Agency, the Colorado Department of Public Health and Environment, or any other governmental agency for Airline's failure to comply with the Environmental Laws shall be reimbursed to City by Airline. Unless prohibited by law or governmental order, City shall promptly notify Airline of any proceedings so that Airline has the opportunity to defend;
- (b) Airline shall not use, generate, release, discharge, store, dispose of, or transport any hazardous materials on, under, in, above, to, or from the Airport or any facilities subject to this Agreement other than in strict compliance with all applicable Environmental Laws;
- (c) Airline acknowledges that the Airport is subject to the National Pollutant Discharge Elimination System (NPDES) program and its stormwater discharge regulations, 40 CFR Part 122, and that Airline shall conduct its operations in compliance with applicable provisions of 40 CFR Part 122 or any applicable NPDES permit, as amended; and
- (d) All remedies of City with regard to environmental requirements set forth herein shall be deemed cumulative in nature and shall survive termination of this Agreement.

16.5. NONDISCRIMINATION. As a condition of use of Airport services and facilities, Airline shall:

- (a) Maintain and operate any facilities it occupies or services it provides in compliance with all requirements imposed pursuant to 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), as amended;
- (b) Not exclude any person on the grounds of race, color, national origin, sex, disability, or religion from participation in, or deny the benefits of, or otherwise subject such person to discrimination in the use of Airline's facilities;
- (c) Not exclude any person on such grounds in connection with any improvements constructed on the Leased Premises or services provided thereon; and
- (d) Insert the substance of this nondiscrimination provision in any lease, agreement, or contract by which Airline grants a right or privilege to any person, firm, or corporation to render accommodations or services to the public on the Leased Premises.

16.6. BREACH OF NONDISCRIMINATION. In the event of a breach of any nondiscrimination covenant set forth in Section 16.5, City will have the right to terminate Airline's right to use Airport services and facilities and to re-enter and repossess the space and facilities assigned to Airline. This provision shall not become effective until the procedures of 49 CFR Part 21 have been followed and completed, including the expiration of appeal rights.

16.7. FAIR AND EQUAL FURNISHING OF SERVICES. As a condition of use of Airport services and facilities, Airline shall furnish its accommodations or services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service. In the event of noncompliance, City may terminate Airline's right to use Airport services and facilities.

16.8. RIGHTS OF FEDERAL GOVERNMENT. Any use of Airport services and facilities by Airline shall be subject to whatever right the U.S. government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of the Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

16.9. RIGHT OF FLIGHT. This Agreement is subject and subordinate to the provisions of any existing or future agreement between City and the United States of America, its departments, agencies, or instrumentalities, relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. There is hereby reserved to City, on behalf of the United States, a right of flight for the passage of aircraft in the airspace above the surface of the Airport, including the right to cause in such airspace any noise inherent in the operation of any aircraft used for navigation or flight through such airspace or landing at, taking off from, or operating on the Airport. Consistent with 49 U.S.C. § 40103, no use of the Leased Premises by Airline shall create in Airline any right, property or otherwise, in the airspace above the Airport.

16.10. DISADVANTAGED BUSINESS ENTERPRISES. Airline shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any contract, subcontract, or procurement of goods or services in connection with Airline's operations under this Agreement. Airline shall comply with all applicable requirements of 49 CFR Parts 23 and 26, as amended, including City's FAA-approved Disadvantaged Business Enterprise ("DBE") Program to the extent applicable to Airline's operations at the Airport. Airline shall include the substance of this provision in any subcontract or sublease entered into in furtherance of its operations under this Agreement.

16.10.1. Nothing contained in this Agreement is intended, nor shall be construed, as a waiver by either party of any right to assert any claim or defense regarding the preemption by federal law, including the Airline Deregulation Act (49 U.S.C. § 41713), of any state or local law, ordinance, or Airport Rules and Regulations.

16.11. SUBORDINATION OF AGREEMENT. The use of Airport services and facilities by Airline pursuant to this Agreement is subordinated to City's existing and future obligations or agreements with or to the federal government.

ARTICLE XVII. TERMINATION

17.1. TERMINATION BY CITY. City, in addition to any other right of cancellation or any other rights to which it may be entitled by law or equity, may cancel this Agreement by giving Airline sixty (60) days' advance written notice upon or after the occurrence of any one or more of the following events; provided that for default in timely payment of any money due City, including PFCs, fifteen (15) days' written notice shall be given, and for default in providing copies of insurance policies or maintaining required insurance coverages, ten (10) days' written notice shall be given:

- (a) The filing by Airline of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of Airline's assets;
- (b) Any institution of proceedings in bankruptcy against Airline and the adjudication of Airline as a bankrupt;
- (c) The taking of jurisdiction by a court of competent jurisdiction of Airline or its assets pursuant to proceedings brought under the provisions of any federal reorganization act;
- (d) The appointment of a receiver or trustee of Airline's assets by a court of competent jurisdiction or by voluntary agreement with Airline's creditors;
- (e) The abandonment by Airline of its Air Transportation business at the Airport; suspension of operations for a period of ninety (90) days will be considered abandonment absent an explanation satisfactory to and accepted in writing by the Director;
- (f) If Airline shall be prevented for a period of ninety (90) days, after exhausting all appeals, by any governmental authority from conducting its Air Transportation business at the Airport, or if all or a substantial part of the Leased Premises shall be acquired through the process of eminent domain; or
- (g) The default by Airline in the performance of any covenant, obligation, or condition required herein, and Airline's failure to remedy such default for a period of thirty (30) days after receipt of written notice from City to remedy the same; provided, however, that no notice of cancellation shall be of any force or effect if Airline shall have remedied the default prior to receipt of City's notice of cancellation, or if within the applicable period Airline commences remedying the default and diligently prosecutes the same to completion.

17.1.1. Failure by City to take any authorized action upon default by Airline shall not be construed as a waiver of said default or of any subsequent default. The acceptance of rents by City from Airline after a default shall not be deemed a waiver of City's right to cancel this Agreement.

17.2. TERMINATION BY AIRLINE. In addition to any other right of cancellation or any other rights to which Airline may be entitled by law or equity, and provided Airline is not in default in payment to City of any amounts due, Airline may cancel this Agreement by giving City sixty (60) days' advance written notice upon or after the occurrence of any of the following events:

- (a) Termination, suspension, revocation, or cancellation by any federal agency of Airline's right or authority to operate as a scheduled air carrier serving the Airport;
- (b) Issuance by a court of competent jurisdiction of an injunction that substantially prevents or restrains the use of the Airport or any part necessary for Airline's scheduled flight operations, remaining in force for at least thirty (30) days after City has exhausted all appeals, and not caused by an act or omission of Airline;
- (c) The Airport's loss of FAA certification status such that Airline cannot lawfully operate its scheduled air service at the Airport for a continuous period exceeding ninety (90) days, provided such loss of certification is not caused by any act or omission of Airline. Termination pursuant to this subsection (c) shall not constitute a default by City and shall not give rise to any claim by Airline for damages arising from such termination, whether based in contract, tort, or otherwise;
- (d) The inability of Airline for a continuing period in excess of ninety (90) days to use the Airport or exercise rights necessary to its scheduled flight operations because of any law, ordinance, governmental order, or rule of any authorized governmental agency prohibiting such use, or because of earthquake or other casualty beyond Airline's control;
- (e) The default by City in the performance of any covenant or condition within City's control and City's failure to use best efforts to remedy such default for a period of thirty (30) days after receipt of written notice from Airline; provided, however, that no notice of cancellation shall be of any force or effect if City shall have remedied the default prior to receipt of Airline's notice or during said period commences remedying the same and diligently prosecutes the same to completion; or
- (f) The assumption by the United States government of the operation, control, or use of the Airport in such a manner as to substantially restrict Airline, for a continuous period of at least ninety (90) days, from operating its Air Transportation business.

17.2.1. In any event where use of the Airport by Airline is materially affected as provided herein, whether or not Airline is entitled to cancel this Agreement, while such event is continuing an equitable adjustment to the rents required shall be made by City.

ARTICLE XVIII. ASSIGNMENT AND SUBLETTING

18.1. ASSIGNMENT AND SUBLETTING. Airline shall not at any time assign this Agreement in whole or in part without the prior written consent of the Director; provided, however, that the foregoing shall not prevent assignment of this Agreement to any corporation with which Airline may merge or consolidate or which may succeed to the business of Airline. In connection with any such requested assignment, Airline may request City to release the assigned portion of the Leased Premises from this Agreement and to relieve Airline of rental obligations therefor. In the event City fails or refuses to approve such request and relief, Airline may then assign all or a portion of the Leased Premises to another Air Transportation company that has executed an agreement with City.

18.1.1. Airline may sublet all or any part of the Leased Premises only after obtaining the prior written consent of the Director. If an event of default shall occur and be continuing under this Agreement, City may collect rent from any sublessee or occupant and apply the amount collected to satisfy Airline's obligations hereunder. No such collection shall be deemed a waiver by City of the covenants contained herein, the acceptance by City of such sublessee or occupant as a successor to Airline, or a release of Airline from its obligations hereunder.

18.1.2. All sublessees under this Section must execute an agreement with City in a form acceptable to City to operate at the Airport. All of the terms, provisions, covenants, stipulations, conditions, and

consideration in this Agreement shall extend to and bind the legal representatives, successors, sublessees, and assigns of the respective parties.

ARTICLE XIX. MISCELLANEOUS

19.1. ACKNOWLEDGMENT. The parties acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations hereunder. The parties further acknowledge that this Agreement is the result of negotiations between the parties and shall not be construed against City by reason of the preparation of this Agreement by City.

19.2. AUTHORITY OF DIRECTOR. The Director or his designee may exercise all rights and obligations of City under this Agreement, unless specifically provided otherwise or required by law.

19.3. CAPACITY TO EXECUTE. The individuals executing this Agreement personally warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting.

19.4. COVENANT AGAINST LIENS. Airline shall not cause nor permit any lien against the Leased Premises or any improvements thereto to arise out of or accrue from any action or use thereof by Airline; provided, however, that Airline may, in good faith, contest the validity of any alleged lien.

19.5. DELIVERY OF NOTICES. Any notice required in this Agreement shall be in writing and served personally or sent by registered or certified mail, postage prepaid, or by courier service such as DHL, FedEx, or UPS. Any mailed notice shall be presumed received by the addressee three (3) business days after deposit in the mail, unless sent by courier service.

Notices to City shall be addressed to:

City of Pueblo Department of Aviation
31201 Bryan Circle Suite 200
Pueblo, CO 81001

With copies to:

City of Pueblo Law Department
101 W. Riverwalk, 4th Floor
Pueblo, CO 81003

Notices to Airline shall be addressed to:

Denver Air Connection
13252 E. Control Tower Rd.
Englewood, CO 80112

19.6. EMPLOYEES OF AIRLINE. Airline shall require all of its employees and subcontractors working in view of the public at the Terminal Building to wear clean and neat attire appropriate to their job duties and to display appropriate identification. Airline employees shall obtain SIDA/Sterile Area Access Badges from City. Airline shall be responsible for paying the cost of all TSA-required employee background checks, fingerprinting, Security Threat Assessments, badging, and unreturned badge fees.

19.7. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by City and Airline. This Agreement supersedes all prior agreements and understandings, written and oral, expressed or implied, between City and Airline related hereto. Airline agrees that no representations or grants of rights or privileges shall be binding upon City unless expressed in writing in this Agreement.

19.8. EXCLUSIVENESS OF AIRLINE'S RIGHTS. Nothing herein contained shall be deemed to grant to Airline any exclusive right or privilege within the meaning of 49 U.S.C. § 40103(e) for the conduct of any activity on the Airport, except that, subject to the terms and provisions hereof, Airline shall have the right to exclusive possession of the Exclusive Use Space leased to Airline under this Agreement.

19.9. NONDISCRIMINATORY TREATMENT. Airline shall have the same rights and privileges and pay the same City-established fees and charges, not to exceed those established under the provisions of this Agreement as periodically revised hereunder, with respect to the use of the Airport as are granted to or charged any other airline executing a similar use and lease agreement with City for use of the Airport. It is understood that rents and fees are set as established in this Agreement and may vary among lessees on account of the different premises leased, to the extent permitted under applicable federal law. Airline's sole remedy for any alleged violation of this Section that implicates the City's obligations under applicable federal nondiscrimination or rates and charges requirements shall be to seek administrative relief through the applicable federal administrative processes, including proceedings before the Federal Aviation Administration under 14 C.F.R. Part 16, and not through any civil action against City in any court of law or equity.

19.10. FORCE MAJEURE. Neither City nor Airline shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, pandemics, public health emergencies declared by federal or State authorities, or any other circumstances for which it is not responsible or which is not within its control; provided, however, that these provisions shall not excuse Airline from paying rents, fees, and charges.

19.11. GENERAL INTERPRETATION. Insofar as this Agreement grants, permits, or contemplates the use of space or facilities or the doing of any other act or thing at the Airport by Airline, such use or the doing of such act or thing by Airline is to be in connection with the operation of its Air Transportation on scheduled or nonscheduled flights. Each of the parties has entered into this Agreement solely for its own benefit, and the Agreement does not grant to any third person (other than a successor party to City or Airline) a right to claim damages or bring any suit, action, or other proceeding against either City or Airline because of any breach hereof.

19.12. GOVERNING LAW. The laws of the State of Colorado shall govern this Agreement and all disputes arising hereunder, with venue in Pueblo County, Colorado.

19.13. HEADINGS. The headings of the Articles and Sections of this Agreement are inserted only as a matter of convenience and reference and do not define or limit the scope or intent of any provision, and shall not be construed to affect in any manner the terms and provisions of this Agreement or its interpretation.

19.14. INCORPORATION OF REQUIRED PROVISIONS. The parties incorporate herein by this reference all applicable provisions lawfully required to be contained herein by any governmental body or agency. Nothing in this Section shall be construed to create in Airline any right to enforce, in any court of law or equity, any provision incorporated pursuant to this Section that relates to City's obligations to any

governmental agency, including the FAA, or that relates to City's compliance with its Airport Improvement Program Grant Agreements or FAA Grant Assurances. Incorporation of any such provision is for the purpose of satisfying applicable federal requirements and does not create a contractual obligation of City to Airline with respect thereto.

19.15. INDEPENDENT CONTRACTOR. As respects City, Airline shall be and remain an independent contractor for all intents and purposes.

19.16. INVALID PROVISIONS. In the event any covenant, condition, or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition, or provision shall in no way affect any other covenant, condition, or provision herein contained, provided the invalidity of any such covenant, condition, or provision does not materially prejudice either City or Airline in its respective rights and obligations contained in the valid covenants, conditions, and provisions of this Agreement.

19.17. NONLIABILITY OF INDIVIDUALS. No director, officer, agent, elected official, or employee of either party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution or attempted execution.

19.18. NONINTERFERENCE WITH AIRPORT OPERATIONS. Airline, by accepting this Agreement, expressly agrees for itself, its successors, and assigns that it will not make use of its Leased Premises in any manner that might interfere with the landing and taking off of aircraft at the Airport or otherwise constitute a hazard. In the event the foregoing covenant is breached, on reasonable notice to Airline and opportunity to cure, City reserves the right to enter the Leased Premises and cause the abatement of such interference at the expense of Airline.

19.19. NOTICE OR CONSENT. Any notice or consent required herein to be obtained from or given by City (or the Director) may be given by the Director unless otherwise provided. Consent of City or Airline when required herein shall not be unreasonably withheld, delayed, or conditioned.

19.20. NON-WAIVER. The acceptance of rents and fees by City for any period or periods after a default of any of the terms, covenants, and conditions herein contained to be performed, kept, and observed by Airline shall not be deemed a waiver of any right on the part of City to terminate this Agreement.

19.21. OPERATION OF AIRPORT. City acknowledges that the Airport is subject to FAA oversight, including the terms and conditions of the Airport's Airport Improvement Program Grant Agreements and FAA Grant Assurances. Nothing in this Section, and nothing elsewhere in this Agreement, shall be construed to create a contractual obligation of City to Airline with respect to City's compliance with FAA standards, FAA Grant Assurances, or Airport Improvement Program Grant Agreements. No failure by City to comply with any FAA standard, Grant Assurance, or Airport Improvement Program obligation shall give rise to any cause of action by Airline against City in any court of law or equity, and Airline's sole recourse for any alleged failure of City to comply with applicable FAA requirements shall be through the administrative processes established by federal law, including proceedings before the Federal Aviation Administration under 14 C.F.R. Part 16.

19.22. OTHER LAND AND BUILDINGS EXCLUDED. It is agreed and understood that it is not intended by this Agreement or any exhibit hereto to lease any building, space, or area or to set any rental rates for any building, space, or area other than what is specifically described herein.

19.23. PAYMENT OF TAXES. Airline shall pay all taxes that may be levied upon, assessed, or charged against Airline or its property located on the Airport by the State of Colorado or any of its political subdivisions, and shall obtain and pay for all licenses and permits required by law. Airline shall have the right to contest, in good faith, the validity or application of any such tax, license, or permit, and shall not be considered in default hereunder so long as such contest is in progress and Airline diligently prosecutes such contest.

19.24. REMEDIES TO BE NONEXCLUSIVE. All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to City or Airline at law or in equity, and the exercise of any remedy or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

19.25. RIGHT TO AUDIT BOOKS AND RECORDS. Airline agrees to keep books and records on its operations at the Airport. The Director or any authorized City representative, upon reasonable advance written notice to Airline, shall have the right to inspect and audit such books and records to determine that City has received from Airline all moneys due, including all rents, fees, and charges and PFCs payable to City. Airline shall likewise have the right to inspect the books and records of City relating to the provisions hereof.

19.26. RIGHT TO LEASE TO UNITED STATES GOVERNMENT. During time of war or national emergency, City shall have the right to lease the Airport landing area or any part thereof to the United States government for use by the Armed Forces. If any such lease is executed, the provisions of this Agreement insofar as inconsistent with the provisions of the lease to the government shall be suspended during the term of such lease; provided, however, that such suspension shall not extend the Term of this Agreement. If, as a result of any such lease, the rights or duties of Airline hereunder are materially affected, Airline shall receive an equitable rental adjustment.

19.27. RIGHTS RESERVED TO CITY. Nothing contained herein shall unlawfully impair the right of City to exercise its governmental or legislative functions. This Agreement is made subject to the Constitution and laws of the State of Colorado, the Charter of the City of Pueblo, Colorado, and to the provisions of the Airport Improvement Program Grant Agreements applicable to the Airport and its operation. This Agreement is subordinated to, but does not incorporate, the Airport Improvement Program Grant Agreements or FAA Grant Assurances applicable to the Airport. The provisions of such Grant Agreements and Grant Assurances do not become terms of this Agreement and do not create contractual obligations of City to Airline enforceable in any court of law or equity. Nothing in this Section shall be construed to limit City's right to exercise its governmental or regulatory functions in compliance with applicable federal requirements.

19.28. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties; provided, however, this provision shall in no way alter the restrictions herein regarding assignment and subletting by Airline.

19.29. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement.

19.30. COLORADO OPEN RECORDS ACT. Airline acknowledges that City is subject to the Colorado Open Records Act, C.R.S. § 24-72-201 et seq., and that records generated, received, or maintained by City in connection with this Agreement may be subject to public disclosure. Airline shall not include in any document submitted to City any information that Airline claims to be proprietary, confidential, or a trade secret unless Airline simultaneously provides City with a written statement identifying the specific information claimed exempt and the legal basis for such exemption. City shall notify Airline of any request for disclosure of information Airline has identified as proprietary or confidential, and shall afford Airline a

reasonable opportunity to seek a protective order from a court of competent jurisdiction prior to disclosure. Airline agrees that City shall bear no liability for disclosure of Airline's records if Airline fails to timely seek such a protective order.

19.31. NO PRIVATE RIGHT OF ACTION AS TO FAA OBLIGATIONS. Nothing in this Agreement shall be construed to give Airline any right to enforce City's obligations to the Federal Aviation Administration or under any Airport Improvement Program Grant Agreement or FAA Grant Assurance in any court of law or equity, whether as a direct claim, a third-party beneficiary claim, or otherwise. All obligations of City under this Agreement that parallel or overlap with City's federal grant assurance obligations are administrative in nature and enforceable only through the administrative processes established by federal law, including proceedings before the Federal Aviation Administration pursuant to 14 C.F.R. Part 16. Nothing in this Section limits Airline's right to seek administrative relief through applicable federal processes, nor limits any remedy expressly provided elsewhere in this Agreement for obligations that are independent of City's federal grant assurance duties.

EXECUTED this 28th day of September, 2026.

ATTEST:

CITY OF PUEBLO, COLORADO:

Clyde Bishop
City Clerk

Mayor Heather Graham

AIRLINE:

Marc Hesting
Senior Vice President of Finance and Network Planning

APPROVED AS TO FORM:

Carla Sikes, City Attorney
City of Pueblo, Colorado

[illegible]

LEASE EXHIBIT B





Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 14, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Beritt Odom, Director Planning and Community Development

SUBJECT: AN ORDINANCE AMENDING ZONING RESTRICTIONS TO ZONE 250.1 ACRES OF THE JACKSON RANCH ANNEXATION AREA TO AGRICULTURAL ONE (A-1) ZONE DISTRICT

SUMMARY:

The applicant is requesting to zone 250.1 acres of the Jackson Ranch annexation area to Agricultural One (A-1) Zone District.

PREVIOUS COUNCIL ACTION:

The entire Jackson Ranch annexation, totaling 591.45 acres, occurred in two phases under Ordinances 10968 and 10969.

BACKGROUND:

The Jackson Ranch Annexation is generally located southwest of the El Camino Subdivision 17th Filing and south of Highway 78. The annexation was completed in two series, totaling 591.45 acres and approved by Ordinances 10968 and 10969. The stated intent for the Jackson Ranch area is to be developed in multiple phases with a mixture of low, medium, and high-density residential uses and supporting civic uses of open space, parks, and schools. All land that is annexed into the City must rezone into one or more City zone districts as a condition of its annexation. As recorded in the annexation agreement ordinance, the Petitioner made their intention known to zone the newly annexed area into four different zone districts: A-1, A-4, R-2, and R-3. The agreement states that "if the Property is not so zoned, no building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within any part of the Property," thus the property owner submitted rezoning requests Z-26-08, 09, 10, and 11 to implement the four zone districts intended for the area.

This rezoning request is for 250.1 acres, to be zoned as an Agricultural One (A-1)

District. In the Impact Report submitted at the time of annexation, the Petitioner identified this area for low-density residential development. In the project narrative provided for this rezoning, the stated that “no development is planned at this time for the portion of the property within the proposed A-1 zone district.” Per current code, new annexations can be zoned into A-1 as a “holding zone” while development plans are in progress. However, “no building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within any portion of the Property classified as A-1 zone district until after that portion of the Property is zoned in the land use classification most nearly corresponding to the land use classification into which such land has been classified under the City’s comprehensive plan.” This means that the land will be rezoned again at the time of subdivision into the zone district that best captures the applicant’s development plan as well as the Comprehensive Plan designation. Since the comprehensive plan currently designates this portion of the Jackson Ranch area as Rural Ranch, a comprehensive plan update will likely be required in the future when the developers are ready to zone and subdivide this area for development.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their August 12, 2026, Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

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

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

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be rezoned in accordance with the Jackson Ranch Annexation Agreement and Pueblo Municipal Code.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Z-26-08 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO ZONE 250.1 ACRES OF THE JACKSON RANCH ANNEXATION AREA TO AGRICULTURAL ONE (A-1) ZONE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby zoned to Agricultural One (A-1) Zone District:

LEGAL DESCRIPTION: REZONE TO A-1 HOLDING ZONE

A TRACT OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 19, A PORTION OF THE SOUTH HALF OF SECTION 20, A PORTION OF THE NORTHWEST QUARTER OF SECTION 29, A PORTION OF THE EAST HALF OF SECTION 30 AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED ON THE WESTERLY END BY A 3-1/4" ALUMINUM CAP STAMPED " T21S R65W ¼ SEC 18 SEC 17 1993 PLS 25948" 0.9' ABOVE GRADE AND AT THE EASTERLY END BY 3-1/4" ALUMINUM CAP STAMPED " COLORADO REGISTERED LS 12933 T 21S R65W C ¼ S17 2003" AT GRADE, ASSUMED TO BEAR N89°29'49"E A DISTANCE OF 2,641.73 FEET.

COMMENCING AT THE west quarter CORNER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, THENCE N 89° 55' 15" E ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20 A DISTANCE OF 2,630.34 FEET TO THE northwest corner of the southeast quarter of section 20, TOWNSHIP 21 south, range 65 west of the sixth principal meridian; thence n 89° 53' 32" e e on the north line of the southeast quarter of said section 20 A DISTANCE OF 280.75 feet to the point of beginning; THENCE continuing N 89° 53' 32" E on said north line A distance of 47.90 feet to the northeast corner of THE WEST half of the NORTHWEST quarter of the northwest quarter of the SOUTHEAST quarter of said section 20; THENCE S 01° 08' 10" E ON THE EAST LINE of THE WEST half of the NORTHWEST quarter of the northwest quarter of the SOUTHEAST quarter of said section 20 A distance of 664.35 feet; THENCE N 89° 57' 10" W A distance of 328.22 feet to a point on the east line of the southwest quarter of said section 20; THENCE S 01° 09' 11" E A distance of 1,991.58 feet TO the northeast corner of the northwest quarter of section 29; THENCE S 00° 22' 16" E on the east line of said northwest quarter A distance of 100.63 feet; THENCE S 89° 56' 28" W A distance of 590.81 feet; THENCE S 38° 16' 10" W A distance of 3,280.30 feet to the northeast corner of the southeast quarter of section 30; THENCE S 89° 28' 38" W on the north line of said southeast quarter A distance of 875.75 feet to A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE right, WHOSE CENTER BEARS S 85° 36' 32" W, HAVING A DELTA of 04° 23' 28", a radius of 2,850.00 feet, A distance of 218.42 feet to a point of tangent; THENCE S 00° 00' 00" E A distance of 989.13 feet to a point of curve;

thence on the arc of a curve to the right having a delta of 34° 45' 09", a radius of 1,150.00 feet A distance of 697.53 feet to a point of TAngent; THENCE S 34° 45' 09" W A distance of 352.58 feet to a point of curve; thence on the arc of a curve to the left, having a DELTA of 63° 20' 42", a radius of 550.00 feet A distance of 608.07 feet to a point on curve; THENCE S 61° 24' 27" W A distance of 300.00 feet; thence s 28° 35' 33" e A DISTANCE OF 415.54 feet; thence s61° 24' 27" w A DISTANCE OF 100.00 feet; thence n 28°35' 33"w A DISTANCE OF 415.54 feet to a point on curve; thence on the arc of a curve to the right, whose center bears n 61° 24' 27" E, having a DELTA of 44° 17' 56", a radius of 950.00 feet, A distance of 734.50 feet to a on curve; THENCE S 72° 17' 35" E A distance of 80.04 feet to a point on curve; thence on the arc of a curve to the right whose center bears S 74° 28' 43" E, having a DELTA of 19° 13' 52", a radius of 870.00 feet A distance of 292.01 feet to a point of tangent; THENCE N 34° 45' 09" E A distance of 352.58 feet to a point of curve; thence on the arc of a curve to the left having a DELTA of 34° 45' 09", a radius of 830.00 feet A distance of 503.43 feet to a point of tangent; THENCE N 00° 00' 00" E A distance of 989.13 feet to a point of a curve; thence on the arc of a curve to the left DELTA of 10° 49' 39", a radius of 2,530.00 feet, A distance of 478.11 feet to a point of tangent; THENCE N 10° 49' 39" W A distance of 1,553.74 feet to a point of a curve: thence on the arc of a curve to the left having a DELTA of 33° 28' 28", a radius of 680.00 feet A distance of 397.28 feet to a point on curve; THENCE N 06° 16' 44" W A distance of 115.75 feet; THENCE N 34° 59' 23" E A distance of 280.26 feet to a point of curve; thence on the arc of a curve to the right having a DELTA of 54° 35' 57" a radius of 950.00 feet A distance of 905.29 feet to a point of tangent; THENCE N 89° 35' 20" E A distance of 944.71 feet to a point of a curve; thence on the arc of a curve to the left having a DELTA of 47° 03' 42" a radius of 1,050.00 feet, A distance of 862.45 feet to a point of tangent; THENCE N 42° 31' 38" E A distance of 687.90 feet; THENCE N 42° 31' 38" E A distance of 78.50 feet; THENCE N 02° 28' 22" W A distance of 9.19 feet; THENCE N 42° 31' 38" E A distance of 299.17 feet; THENCE N 39° 39' 54" E A distance of 70.09 feet; THENCE N 42° 31' 38" E A distance of 1,715.14 feet to the point of beginning.

CONTAINING a CALCULATED area of 10,892,708 square feet or 250.062 acres

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

ZONING EXHIBIT

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 19, A PORTION OF THE SOUTH HALF
OF SECTION 20, A PORTION OF THE NORTHWEST QUARTER OF SECTION 29,
A PORTION OF THE EAST HALF OF SECTION 30 AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 31,
TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
COUNTY OF PUEBLO, STATE OF COLORADO

W1/4 COR.
SEC. 20, TWP 21S, R65W

N89°53'32"E
280.75'

POINT OF BEGINNING
N89°53'32"E

JOB NO.	2567-00		
DATE CREATED	4-11-25		
DATE ISSUED	5-14-25		
SHEET NO	1	OF	1

Mike Castellucci
Chair

Brett Boston
Vice Chair
City Council Representative

Elizabeth Bailey



Alexandra Aznar

Cheryl Spinuzzi

Jane Cawlfeld

James Salazar

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, August 12, 2026, 3:30 p.m.

City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30p.m. with Chairman Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Alexandra Aznar, Elizabeth Bailey, Cheryl Spinuzzi, and James Salazar. Brett Boston attended virtually via Zoom.

Commissioner(s) Absent:

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

Staff Members Absent:

Approval of the Agenda: Bailey moved to approve the agenda, seconded by Salazar.

Motion Passed: 7-0

Public Meeting: N/A

Public Hearing:

Z-26-08 Rezone: A zoning of 249.11 acres within the Jackson Ranch annexation from Pueblo County into Pueblo City Agricultural One (A-1) Zone District. Staff report by Mikaylin Hackley, Senior Planner.

Hearing: Applicant Craig Dossey was sworn in and spoke in favor of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the application for approval, seconded by Salazar.

Motion Passed: 7-0

Mike Castellucci
Chair

Brett Boston
Vice Chair
City Council Representative

Elizabeth Bailey



Alexandra Aznar

Cheryl Spinuzzi

Jane Cawfield

James Salazar

Planning & Zoning Commission

Z-26-08

August 12, 2026

TO: City of Pueblo Planning and Zoning Commission
FROM: Mikaylin Hackley, Senior Planner
THROUGH: Beritt Odom, Director of Planning and Community Development
SUBJECT: Zoning of Jackson Ranch Annexation Area
APPLICANT: Craig Dossey
PROPERTY OWNER: Ray O'Sullivan, RJPC Ranch LLC
LOCATION: Generally located south of the Southside Landfill and adjacent to State Highway 78
CONCURRENT REQUESTS: Z-26-09, Z-26-10, Z-26-11

REQUEST:

A zoning of 249.11 acres within the Jackson Ranch annexation from Pueblo County into Pueblo City Agricultural One (A-1) Zone District.

BACKGROUND AND ANALYSIS:

The Jackson Ranch Annexation is generally located southwest of the El Camino Subdivision 17th Filing and south of Highway 78. The annexation was completed in two series, totaling 591.45 acres and approved by Ordinances 10968 and 10969. The stated intent for the Jackson Ranch area is to be developed in multiple phases with a mixture of low, medium, and high-density residential uses and supporting civic uses of open space, parks, and schools. All land that is annexed into the City must rezone into one or more City zone districts as a condition of its annexation. As recorded in the annexation agreement ordinance, the Petitioner made their intention known to zone the newly annexed area into four different zone districts: A-1, A-4, R-2, and R-3. The agreement states that "if the Property is not so zoned, no building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within any part of the Property," thus the property owner has submitted rezoning requests Z-26-08, 09, 10, and 11 to implement the four zone districts intended for the area.

This rezoning request is for 249.11 acres, to be zoned as an Agricultural One (A-1) District. In the Impact Report submitted at the time of annexation, the Petitioner identified this area for low-density residential development. In the project narrative provided for this rezoning, the stated that "no development is planned at this time for the portion of the property within the proposed A-1 zone district." Per current code, new annexations can be zoned into A-1 as a "holding zone" while development plans are in progress. However, "no building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within any portion of the Property classified as A-1 zone district until after that portion of the Property is zoned in the land use classification most nearly corresponding to the

land use classification into which such land has been classified under the City’s comprehensive plan.” This means that the land will be rezoned again at the time of subdivision into the zone district that best captures the applicant’s development plan as well as the Comprehensive Plan designation. Since the comprehensive plan currently designates this portion of the Jackson Ranch area as Rural Ranch, a comprehensive plan update will likely be required in the future when the developers are ready to zone and subdivide this area for development.

SITE CHARACTER AND COMPATIBILITY

Site Character:	The site is undeveloped.
Neighborhood Compatibility:	North: Proposed City Single-Family Residential (R-2), undeveloped East: Pueblo County Large Agriculture (A-1) Zoning, undeveloped South: Pueblo County Large Agriculture (A-1) Zoning, undeveloped West: Proposed City Agricultural Four (A-4), undeveloped
Comprehensive Plan Compliance:	The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Rural Ranch. The Rural Ranch classification calls for agricultural uses with sparse ranch-style housing.

ZONING AMENDMENT TEST

The standard for accepting an amendment to the zoning map is that the proposed zoning action must either:

1) Further the goals and objectives of the comprehensive land use plan, or
☐ Comments Not applicable
2) Show that the area has changed significantly since the adoption of the comprehensive land use plan
☐ Comments The area was recently annexed and must now be zoned into a City zone district.
3) Show that there was a mistake or error made in the original zoning of the property.
☐ Comments Not Applicable

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

The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application
☐ Comments The application contains the required information.
The interest of the applicant and the interest of the person, firm or corporation represented by the applicant, be it legal, sales development, operation, or other interest.
☐ Comments The application contains the required information.
The nature of the amendment and a legal description of the property that would be affected by the amendment.
☐ Comments The application contains the required information.
A statement of the facts which the applicant believes justify the amendment; provided; however, that when any amendment changing the zoning map is requested, the following additional information shall be furnished:
☐ Comments The application contains the required information.
A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect, and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

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

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

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

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

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

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

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

CONTEXT OF ZONE DISTRICT REQUIREMENTS PER §17-4-51(a)(1) OF THE PMC:

A-1 Zone District Standards:

Purpose. The standards of these districts (A-1 and A-2) are designed to retain and promote the appropriate use of dry range, irrigated and forest lands and encourage other open use of land in keeping with its natural characteristics and agricultural functions.

RECOMMENDED ACTION:

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

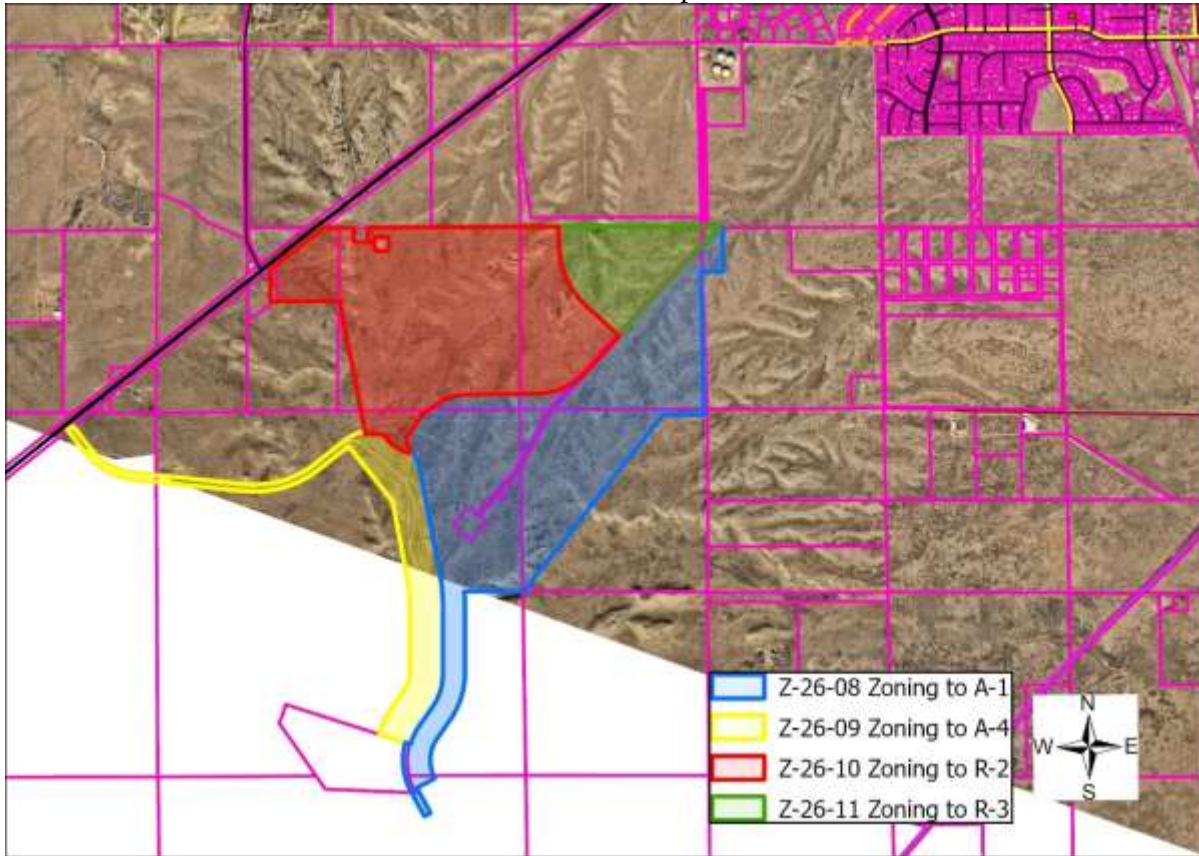
REFERRAL AGENCIES AND COMMENTS:

- | | |
|---|------------|
| • City Public Works | No comment |
| • City Transportation | No comment |
| • City Law Department | No comment |
| • Southern Colorado Building Department | No comment |
| • City Fire Department | No comment |
| • City Wastewater | No comment |
| • City Stormwater | No comment |
| • City Parks and Recreation Department | No comment |
| • Xcel Energy | No comment |
| • Black Hills Energy | No comment |
| • CDOT | No comment |

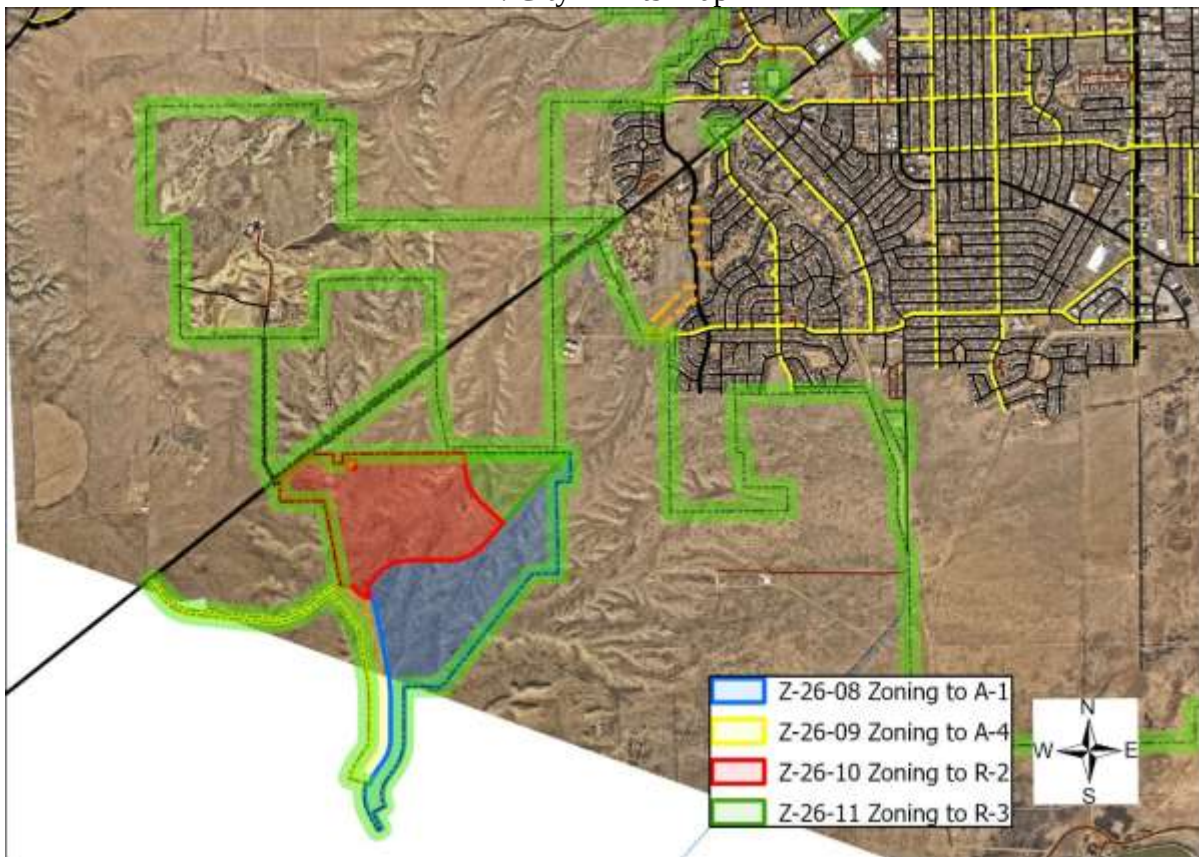
ATTACHMENTS:

- A. Aerial Map
- B. City Limits Map
- C. Zoning Map
- D. Comprehensive Plan Map
- E. Public Notice Photo
- F. Rezoning Exhibit
- G. Supporting Documents

A. Aerial Map



B. City Limits Map



E. Public Notice Photo



F. Rezoning Exhibit & G. Supporting Documents

Jackson Ranch

R-2, R-3, A-1 and A-4 Rezoning Application

City of Pueblo, Colorado

Project Description

May 11, 2026

RJPC Ranch, LLC
17 S. Wahsatch Avenue
Colorado Springs, CO 80903

OWNER: RJPC Ranch, LLC
17 S. Wahsatch Avenue
Colorado Springs, CO 80903

PLANNER: Vertex Consulting Services, LLC
5825 Delmonico Drive, Suite 320
Colorado Springs, CO 80919
303-906-8800
craig.dossey@vertexc.com

PROPERTY LOCATION: South of Highway 78 near the planned future interchange of Lake Avenue and Highway 78.

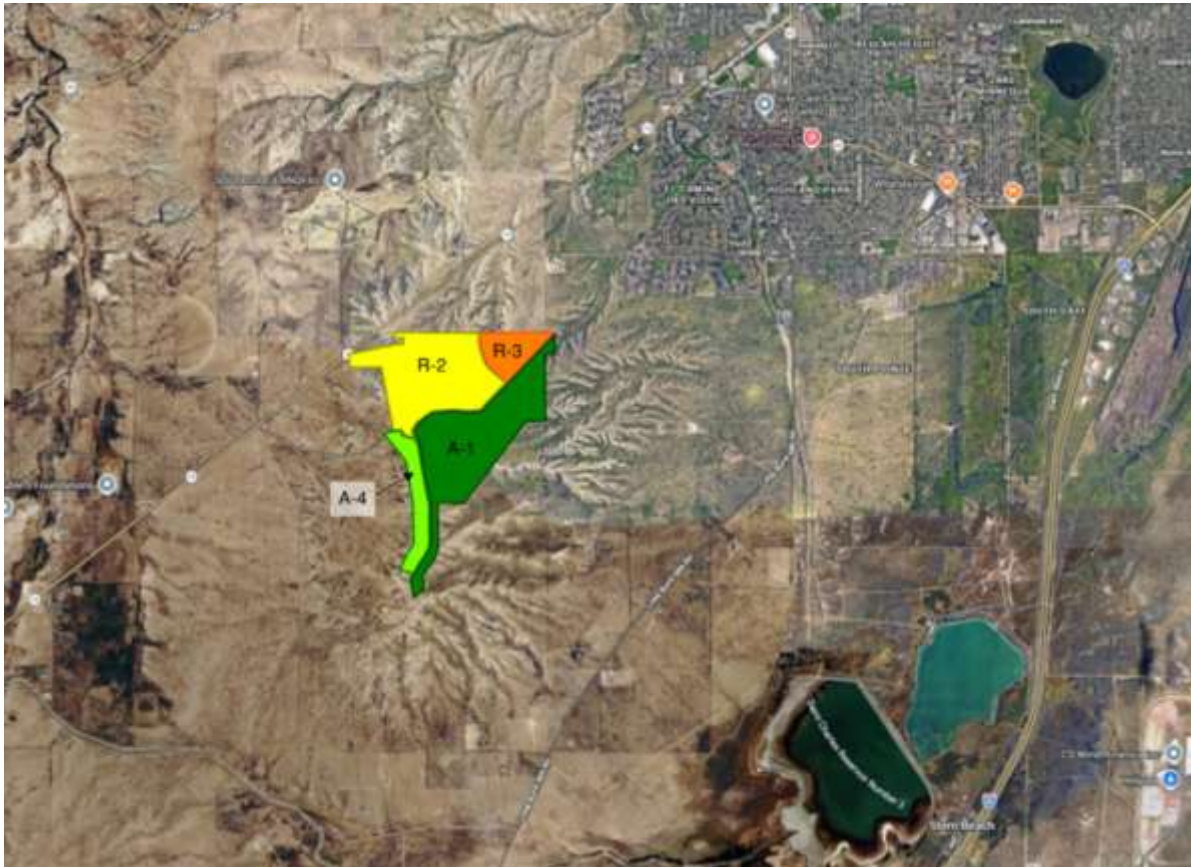
TAX SCHEDULE NOS: 15200000121, 1520000023, and portions of 1500000167, 1500000197, 1519000012, and 1519000018

Project Description

The approximately 579.773-acre property was recently approved for annexation into the City of Pueblo via the Jackson Ranch Annexation Nos. 1 and 2. Pursuant to the associated annexation agreement, the owner is requesting rezoning of all portions of the annexed area as follows: the northwestern 225.658 acres to R-2 (Single Family Residential), the northeastern 50.033 acres to R-3 (One and Two Family Residential), the southwestern 54.974 acres to A-4 (Agricultural Four), and the southeastern 249.108 acres to A-1 (Agricultural One) as a holding zone. The proposed development is planned to include a mix of residential housing, ranging from estate-style lots within the A-4 zone district to more dense one and two family dwellings in the R-3 zoned district. No development is planned at this time for the portion of the property within the A-1 proposed zone district. The applicant acknowledges that this portion will need to be rezoned prior to allowing for future development as required in the associated annexation agreement.

Vicinity Map

Please see below for the project vicinity map.



Compatibility and Justification for Rezoning

The land surrounding the development is generally vacant and rural/agricultural in nature. South, east and west of the property is vacant unincorporated land zoned by Pueblo County as Agricultural One (A-1). North is the proposed Pueblo Recreation development, which was also recently annexed into the City of Pueblo and is proposed to include a mix of land uses, including commercial, residential, and an RV Park.

Due to the minimal amount of developed land immediately adjacent to Jackson Ranch, the proposed development would not be incompatible with any existing adjacent land uses and in fact would help support the planned commercial within the Pueblo Recreation development near the Highway 78 and Lake Avenue intersection. In addition, the City of Pueblo has planned for the extension of Lake Avenue, a major arterial roadway, to bisect

the subject property from north to east thereby creating a significant access corridor through the development. The proposed residential development would provide a variety of housing for the City and are anticipated to be included in a new Colorado Revised Statutes Title 32 Special District, which is proposed to help fund many of the major infrastructure improvements needed to serve the development, including the extension of Lake Avenue through the property.

The plan for residential development pursuant to the R-2 and R-3 zone districts within Jackson Ranch represents a continuation of the existing suburban residential development pattern in this area of the City, including within the nearby Ventana and El Camino subdivision located to the northeast. In addition, residential estate-style development in the A-4 zone district will be compatible with and provide a density transition between the planned suburban residential development in Jackson Ranch and any future development of the adjacent portions of unincorporated land within Pueblo County, most of which is currently under the same ownership as the subject property.

Traffic Impacts

A traffic impact study was performed in association with the preceding annexation of the property. That study has been submitted in support of this proposed rezoning request.

Wastewater

A sanitary sewer impact report was provide in support of the associated annexation of the property. That report has been submitted with this proposed rezoning request.

Compliance with 2022 Pueblo Regional Development Plan

The 2022 Pueblo Regional Development Plan includes a number of goals and policies in support of the proposed rezoning request. Below is an analysis of a small selection of those goals and policies that appear to be particularly pertinent to the request.

Lifestyle and Housing

Guiding Principle 1 of the 2022 Pueblo Regional Development Plan states:

“Diversify Lifestyles, Attainable Housing Options”

The planned residential development will offer a variety of housing options pursuant to the R-2, R-3 and A-4 zoning. The intent is to create a well-planned neighborhood featuring new housing stock and a number of unique estate-style lots with unprecedented view of the

Front Range from one of the highest points in Pueblo. Adding much needed new housing stock to the local Pueblo market will help attract buyers to the Pueblo area, particularly as the City continues to attract major employers to the area.

Higher-Density Housing to Support Major Commercial Areas

Policy 1.1.7: Higher-Density Housing further supports the proposed rezoning requests by stating that the region should “Encourage the development of higher-density housing options...along major corridors to create additional vitality and economic activity with major commercial areas...” Highway 78, located just north of the development, is already a major corridor in the region and the long-range transportation plans for the City and County call for Lake Avenue to be a de facto ring road in the region. The proposed rezoning request would allow for future development of mid and higher-density housing near existing commercial nodes in the City of Pueblo, specifically at the intersection of Pueblo Boulevard and Northern Avenue, as well as at the planned commercial node within the Pueblo Recreation development located immediately north of the property.

July 24, 2026

The City Planning and Zoning Commission will hold a public hearing on a request from Ray O'Sullivan for the approval of the following application:

Z-26-08 Rezone: A zoning of 249.11 acres within the Jackson Ranch annexation from Pueblo County into Pueblo City Agricultural One (A-1) Zone District.

The Planning and Zoning Commission meeting will be held on **August 12, 2026 at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

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

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

July 24, 2026

The City Planning and Zoning Commission will hold a public hearing on a request from Ray O'Sullivan for the approval of the following application:

Z-26-08 Rezone: A zoning of 249.11 acres within the Jackson Ranch annexation from Pueblo County into Pueblo City Agricultural One (A-1) Zone District.

The Planning and Zoning Commission meeting will be held on **August 12, 2026 at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

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

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

July 24, 2026

The City Planning and Zoning Commission will hold a public hearing on a request from Ray O'Sullivan for the approval of the following application:

Z-26-08 Rezone: A zoning of 249.11 acres within the Jackson Ranch annexation from Pueblo County into Pueblo City Agricultural One (A-1) Zone District.

The Planning and Zoning Commission meeting will be held on **August 12, 2026 at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

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

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

July 24, 2026

The City Planning and Zoning Commission will hold a public hearing on a request from Ray O'Sullivan for the approval of the following application:

Z-26-08 Rezone: A zoning of 249.11 acres within the Jackson Ranch annexation from Pueblo County into Pueblo City Agricultural One (A-1) Zone District.

The Planning and Zoning Commission meeting will be held on **August 12, 2026 at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

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

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

CASE NUMBER Z-26-08

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located at Jackson Ranch A-1, to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

7-28-26 Mailed by Carol

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located at Jackson Ranch A-1, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

August 2, 2026

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Mikaylin Hackley

Owner	OwnerStree	OwnerCity	Own OwnerZip
RJPC RANCH LLC	17 S WAHSATCH AVE	COLORADO SPRINGS	CO 80903-3613
PUEBLO RECREATION INVESTORS LLC	31 N TEJON ST STE 500	COLORADO SPRINGS	CO 80903-1514
EVERHART J F JR/EVERHART R E/EVER	50 CLUB HOUSE RD	KEY LARGO	FL 33037-3600
WESTERN POWER AND GAS CO	PO BOX 1400	RAPID CITY	SD 57709-1400
SOMCO LLC	PO BOX 3040	PUEBLO	CO 81005-0040



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 14, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Beritt Odom, Director Planning and Community Development

SUBJECT: AN ORDINANCE AMENDING ZONING RESTRICTIONS TO ZONE 65.70 ACRES OF THE JACKSON RANCH ANNEXATION AREA TO AN AGRICULTURAL FOUR (A-4) ZONE DISTRICT

SUMMARY:

The applicant is requesting to zone 65.70 acres of the Jackson Ranch annexation area to Agricultural Four (A-4) Zone District.

PREVIOUS COUNCIL ACTION:

The entire Jackson Ranch annexation, totaling 591.45 acres, occurred in two phases under Ordinances 10968 and 10969.

BACKGROUND:

The Jackson Ranch Annexation is generally located southwest of the El Camino Subdivision 17th Filing and south of Highway 78. The annexation was completed in two series, totaling 591.45 acres and approved by Ordinances 10968 and 10969. The stated intent for the Jackson Ranch area is to be developed in multiple phases with a mixture of low, medium, and high-density residential uses and supporting civic uses of open space, parks, and schools. All land that is annexed into the City must rezone into one or more City zone districts as a condition of its annexation. As recorded in the annexation agreement ordinance, the Petitioner made their intention known to zone the newly annexed area into four different zone districts: A-1, A-4, R-2, and R-3. The agreement states that "if the Property is not so zoned, no building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within any part of the Property," thus the property owner has submitted rezoning requests Z-26-08, 09, 10, and 11 to implement the four zone districts intended for the area.

This rezoning request is for 65.70 acres to be zoned as Agricultural Four (A-4) District. The submitted Project Plan explains that the intended development for this portion of

the annexed area is “estate-style residential lots.” The standards of the A-4 zone district require minimum lot sizes of 0.5 acres, or 21,780 sq. ft., so residential development will be extremely low-density.

This development plan is consistent with the current Comprehensive Plan designation for the area, Rural Ranch.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their August 12, 2026, Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

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

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

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Z-26-09 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO
ZONE 65.70 ACRES OF THE JACKSON RANCH ANNEXATION
AREA TO AN AGRICULTURAL FOUR (A-4) ZONE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby zoned to Agricultural Four (A-4) Zone District:

A TRACT OF LAND BEING A PORTION OF THE EAST HALF OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED ON THE WESTERLY END BY A 3-1/4" ALUMINUM CAP STAMPED" T21S R65W ¼ SEC 18 SEC 17 1993 PLS 25948" 0.9' ABOVE GRADE AND AT THE EASTERLY END BY 3-1/4" ALUMINUM CAP STAMPED " COLORADO REGISTERED LS 12933 T 21S R65W C ¼ S17 2003" AT GRADE, ASSUMED TO BEAR N89°29'49"E A DISTANCE OF 2,641.73 FEET.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN; THENCE S 36° 32' 34' W A DISTANCE OF 3,786.50

FEET TO THE POINT OF BEGINNING; THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S 11° 02' 58" E, HAVING A DELTA OF 27° 03' 31" A RADIUS OF 650.00 FEET A DISTANCE OF 306.77 FEET TO A POINT ON CURVE; THENCE S 16° 00' 33" W FOR A DISTANCE OF 40.00 FEET; THENCE S 46° 38' 27" E FOR A DISTANCE OF 150.00 FEET; THENCE S 55° 00' 37" E FOR A DISTANCE OF 100.00 FEET; THENCE S 67° 45' 35" E FOR A DISTANCE OF 150.00 FEET; THENCE N 53° 26' 53" E FOR A DISTANCE OF 60.00 FEET ON CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS S 53° 26' 53" W HAVING A DELTA OF 25° 43' 28", A RADIUS OF 680.00 FEET A DISTANCE OF 305.30 FEET TO A POINT OF TANGENT; THENCE S 10° 49' 39"E A DISTANCE OF 1,553.74 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 10° 49' 39", A RADIUS OF 2,530.00 FEET A DISTANCE OF 478.11 FEET TO A POINT OF TANGENT; THENCE S 00° 00' 00" W A DISTANCE OF 989.13 FEET TO A POINT OF A CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 34° 45' 09", A RADIUS OF 830.00 A DISTANCE OF 503.43 FEET TO A POINT OF TANGENT; THENCE S 34° 45' 09" W A DISTANCE OF 352.58 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 19° 13' 52" A RADIUS OF 870.00 FEET A DISTANCE OF 292.01 FEET TO A POINT ON CURVE; THENCE N 72° 17' 35" W A DISTANCE OF 480.21 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A

CURVE TO THE RIGHT, WHOSE CENTER BEARS S73° 42' 03" E HAVING A DELTA OF 18° 27' 12", A RADIUS OF 1,350.00 FEET A DISTANCE OF 434.79 FEET TO A POINT OF TANGENT; THENCE N 34° 45' 09" E A DISTANCE OF 352.58 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 34° 45' 09", A RADIUS OF 350.00 FEET A DISTANCE OF 212.29 FEET TO A POINT OF TANGENT; THENCE N 00° 00' 00" E A DISTANCE OF 989.13 FEET TO A POINT OF A CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 10° 49' 39", A RADIUS OF 2,050.00 FEET A DISTANCE OF 387.40 FEET TO A POINT OF TANGENT; THENCE N 10° 49' 39" W A DISTANCE OF 1,171.46 FEET; THENCE N 38° 26' 42" W A DISTANCE OF 1,031.44 FEET; THENCE S 51° 33' 18" W A DISTANCE OF 526.97 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 44° 19' 25", A RADIUS OF 1,550.00 FEET A DISTANCE OF 1,199.07 FEET TO A POINT OF TANGENT; THENCE N 84° 07' 18" W A DISTANCE OF 1,602.42 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 45° 43' 15", A RADIUS OF 1,050.00 FEET A DISTANCE OF 837.88 FEET TO A POINT OF TANGENT; THENCE N 38° 24' 03" W A DISTANCE OF 422.71 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY 78; THENCE N 51° 35' 57"E ON SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 100.00 FEET; THENCE

S 38° 24' 03" E A DISTANCE OF 422.71 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 45° 43' 15", A RADIUS OF 950.00 FEET A DISTANCE OF

758.08 FEET TO A POINT OF TANGENT; THENCE S 84° 07' 18" E A DISTANCE OF 1,602.42 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 44° 19' 25", A RADIUS OF 1,450.00 FEET A DISTANCE OF 1,121.71 FEET TO A POINT OF TANGENT; THENCE N 51° 33' 18" E A DISTANCE OF 526.97 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 27° 23' 42", A RADIUS OF 700.00 FEET A DISTANCE OF 334.69 FEET TO ON CURVE; THENCE S 11° 03' 01" E A DISTANCE OF 49.98 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 2,861,847 SQUARE FEET 65.699 ACRES

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

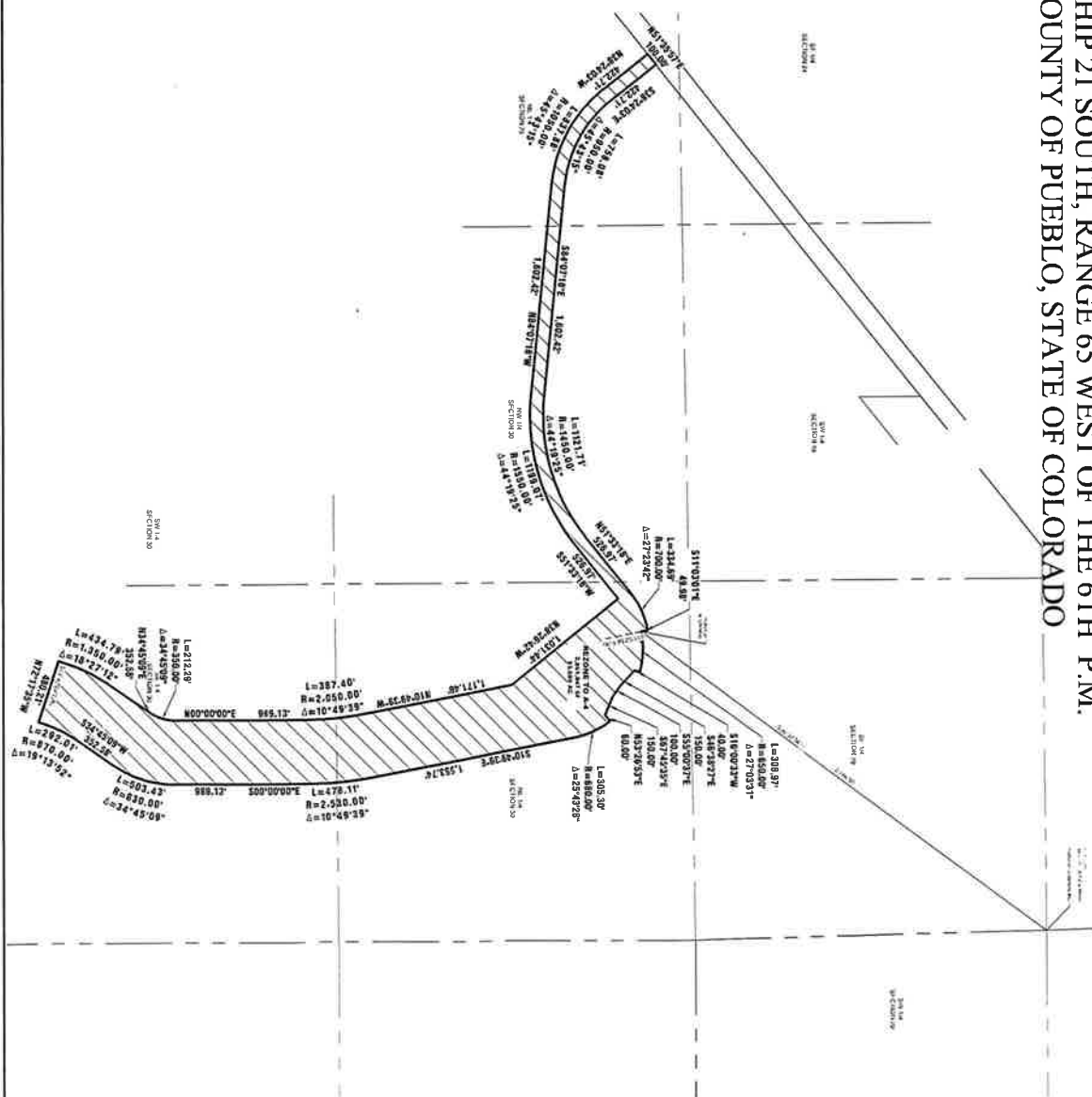
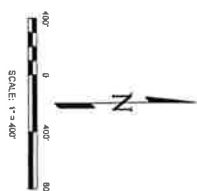
President of City Council

ATTEST

City Clerk

ZONING EXHIBIT

A TRACT OF LAND BEING A PORTION OF THE EAST HALF OF SECTION 20, TOWNSHIP 31 SOUTH, RANGE 65 WEST OF THE 5TH PRINCIPAL MERIDIAN, COUNTY OF PUTNER, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible][illegible]

Mike Castellucci
Chair

Brett Boston
Vice Chair
City Council Representative

Elizabeth Bailey



Alexandra Aznar

Cheryl Spinuzzi

Jane Cawfield

James Salazar

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, August 12, 2026, 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30p.m. with Chairman Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Alexandra Aznar, Elizabeth Bailey, Cheryl Spinuzzi, and James Salazar. Brett Boston attended virtually via Zoom.

Commissioner(s) Absent:

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

Staff Members Absent:

Approval of the Agenda: Bailey moved to approve the agenda, seconded by Salazar.

Motion Passed: 7-0

Public Meeting: N/A

Public Hearing:

Z-26-09 Rezone: A zoning of 65.70 acres within the Jackson Ranch annexation from Pueblo County into Pueblo City Agricultural Four (A-4) Zone District. Staff report by Mikaylin Hackley, Senior Planner.

Hearing: Applicant Craig Dossey was sworn in and spoke in favor of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the application for approval, seconded by Salazar.

Motion Passed: 7-0

Mike Castellucci
Chair

Brett Boston
Vice Chair
City Council Representative

Elizabeth Bailey



Alexandra Aznar

Cheryl Spinuzzi

Jane Cawfield

James Salazar

Planning & Zoning Commission

Z-26-09

August 12, 2026

TO: City of Pueblo Planning and Zoning Commission
FROM: Mikaylin Hackley, Senior Planner
THROUGH: Beritt Odom, Director of Planning and Community Development
SUBJECT: Zoning of Jackson Ranch Annexation Area
APPLICANT: Craig Dossey
PROPERTY OWNER: Ray O’Sullivan, RJPC Ranch LLC
LOCATION: Generally located south of the Southside Landfill and adjacent to State Highway 78
CONCURRENT REQUESTS: Z-26-08, Z-26-10, Z-26-11

REQUEST:

A zoning of 65.70 acres within the Jackson Ranch annexation from Pueblo County into Pueblo City Agricultural Four (A-4) Zone District.

BACKGROUND AND ANALYSIS:

The Jackson Ranch Annexation is generally located southwest of the El Camino Subdivision 17th Filing and south of Highway 78. The annexation was completed in two series, totaling 591.45 acres and approved by Ordinances 10968 and 10969. The stated intent for the Jackson Ranch area is to be developed in multiple phases with a mixture of low, medium, and high-density residential uses and supporting civic uses of open space, parks, and schools. All land that is annexed into the City must rezone into one or more City zone districts as a condition of its annexation. As recorded in the annexation agreement ordinance, the Petitioner made their intention known to zone the newly annexed area into four different zone districts: A-1, A-4, R-2, and R-3. The agreement states that “if the Property is not so zoned, no building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within any part of the Property,” thus the property owner has submitted rezoning requests Z-26-08, 09, 10, and 11 to implement the four zone districts intended for the area.

This rezoning request is for 65.70 acres to be zoned as Agricultural Four (A-4) District. The submitted Project Plan explains that the intended development for this portion of the annexed area is “estate-style residential lots.” The standards of the A-4 zone district require minimum lot sizes of 0.5 acres, or 21,780 sq. ft., so residential development will be extremely low-density. This development plan is consistent with the current Comprehensive Plan designation for the area, Rural Ranch.

SITE CHARACTER AND COMPATIBILITY

Site Character: The site is undeveloped.

Neighborhood Compatibility:	North:	Proposed City Single-Family Residential (R-2) Zoning, undeveloped
	East:	Proposed City Agricultural One (A-1) Zoning, undeveloped
	South:	Pueblo County Large Agriculture (A-1) Zoning, undeveloped
	West:	Pueblo County Large Agriculture (A-1) Zoning, undeveloped
Comprehensive Plan Compliance:	The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Rural Ranch. The Rural Ranch classification calls for agricultural uses with sparse ranch-style housing.	

ZONING AMENDMENT TEST

The standard for accepting an amendment to the zoning map is that the proposed zoning action must either:

1) Further the goals and objectives of the comprehensive land use plan, or

☐ Comments **Not applicable**

2) Show that the area has changed significantly since the adoption of the comprehensive land use plan

☐ Comments **The area was recently annexed and must now be zoned into a City zone district.**

3) Show that there was a mistake or error made in the original zoning of the property.

☐ Comments **Not Applicable**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTEXT OF ZONE DISTRICT REQUIREMENTS PER §17-4-51(a)(2) OF THE PMC:

A-4 Zone District Standards:

Purpose. The standards of these districts (A-3) and (A-4) are designed to provide and retain certain lands for orderly low density residential development in a rural atmosphere, with rights retained for limited agricultural activity for the exclusive use of the occupants.

RECOMMENDED ACTION:

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

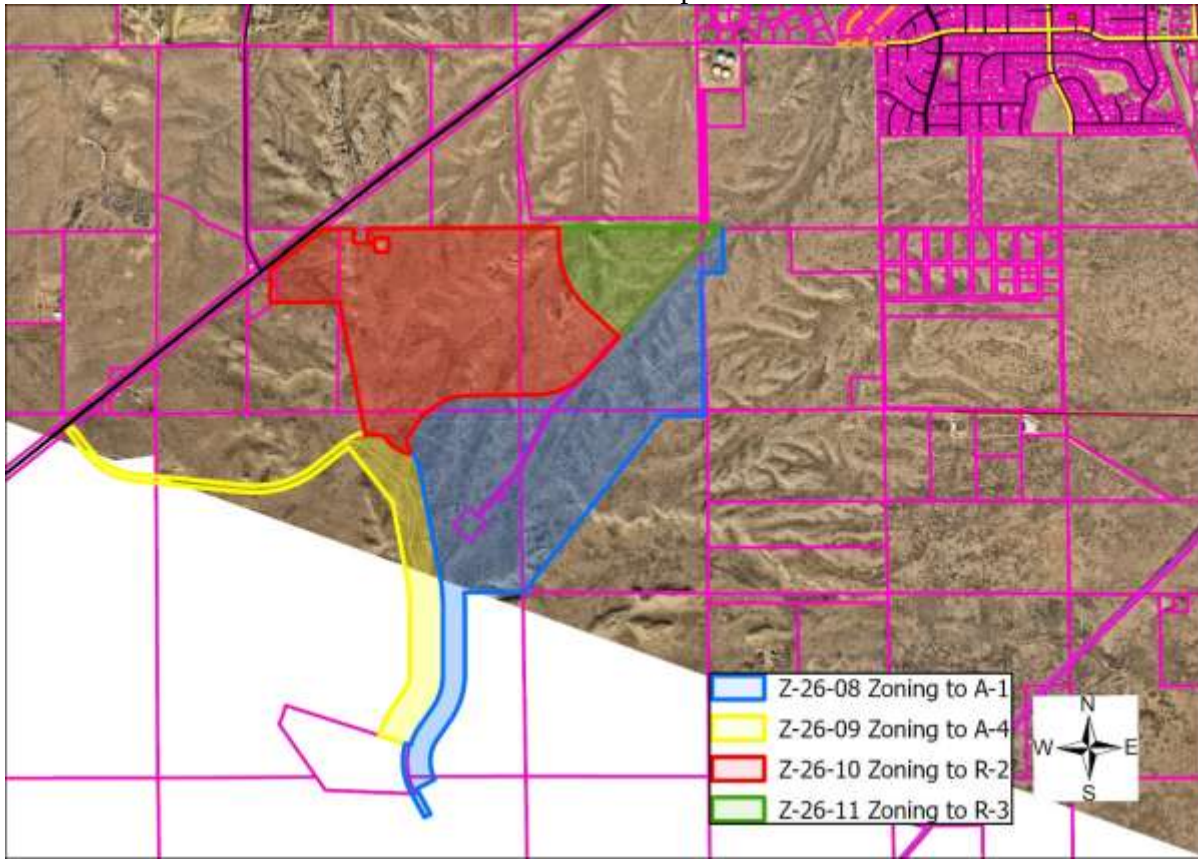
REFERRAL AGENCIES AND COMMENTS:

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

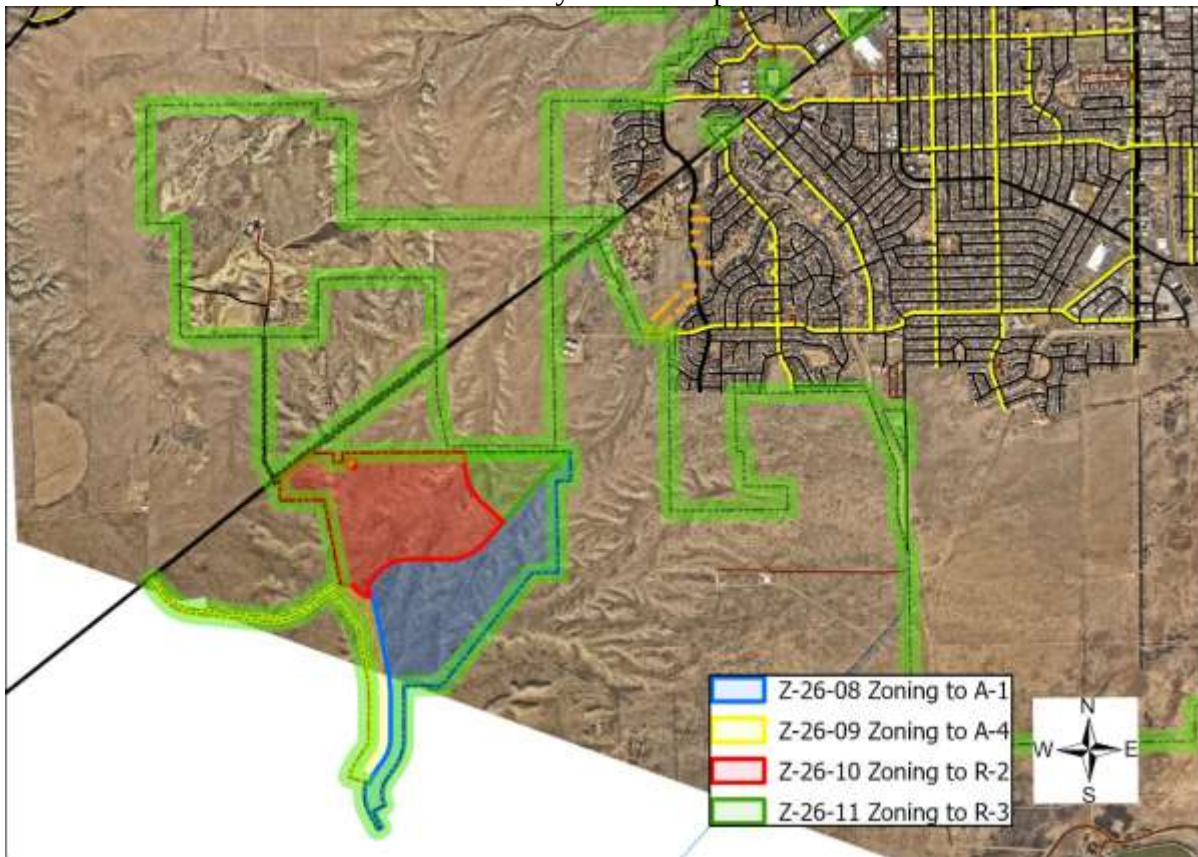
ATTACHMENTS:

- A. Aerial Map
- B. City Limits Map
- C. Zoning Map
- D. Comprehensive Plan Map
- E. Public Notice Photo
- F. Rezoning Exhibit
- G. Supporting Documents

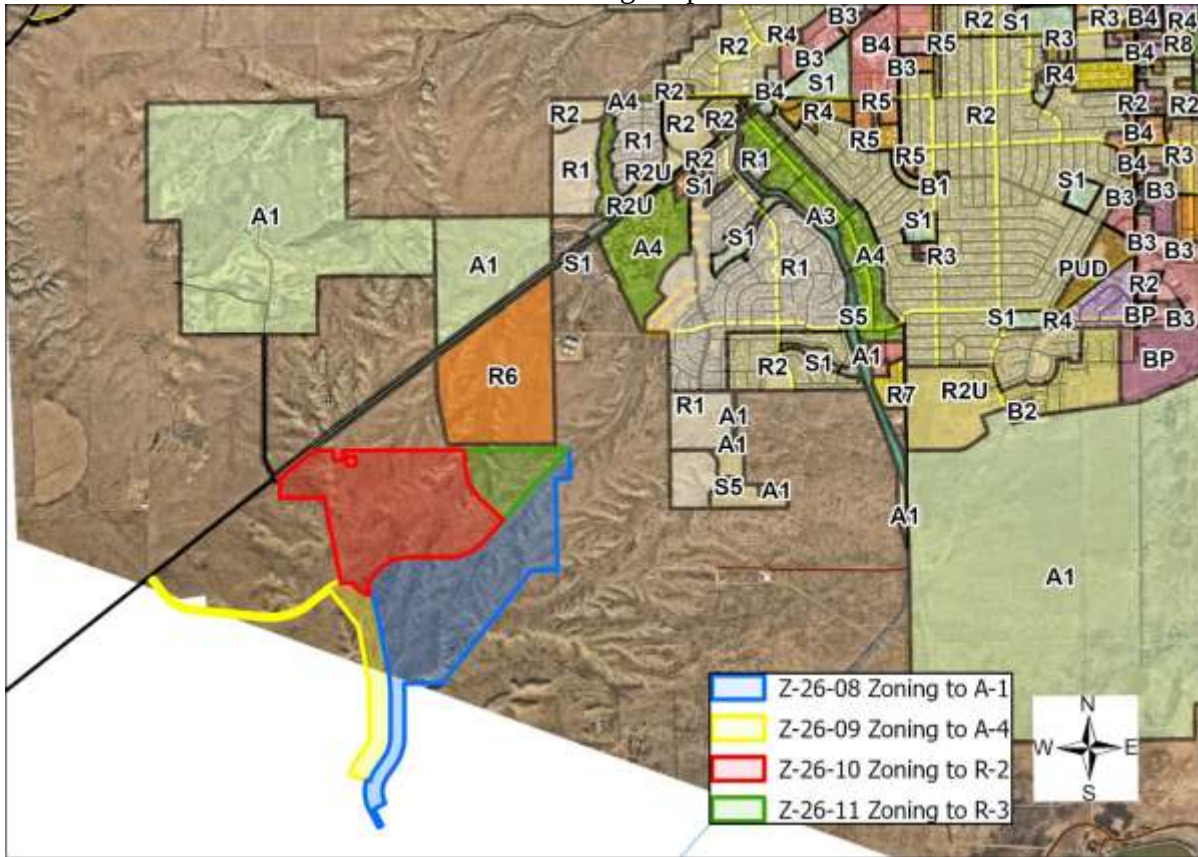
A. Aerial Map



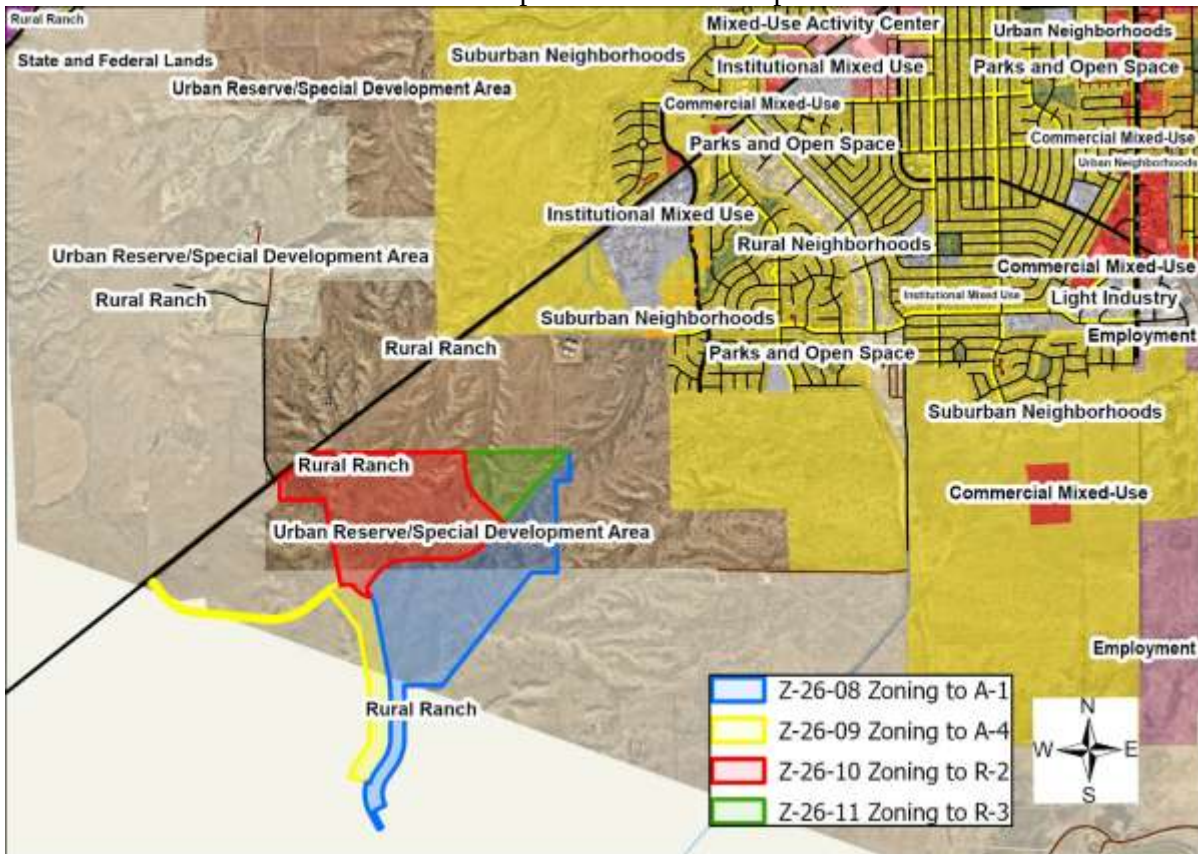
B. City Limits Map



C. Zoning Map



D. Comprehensive Plan Map



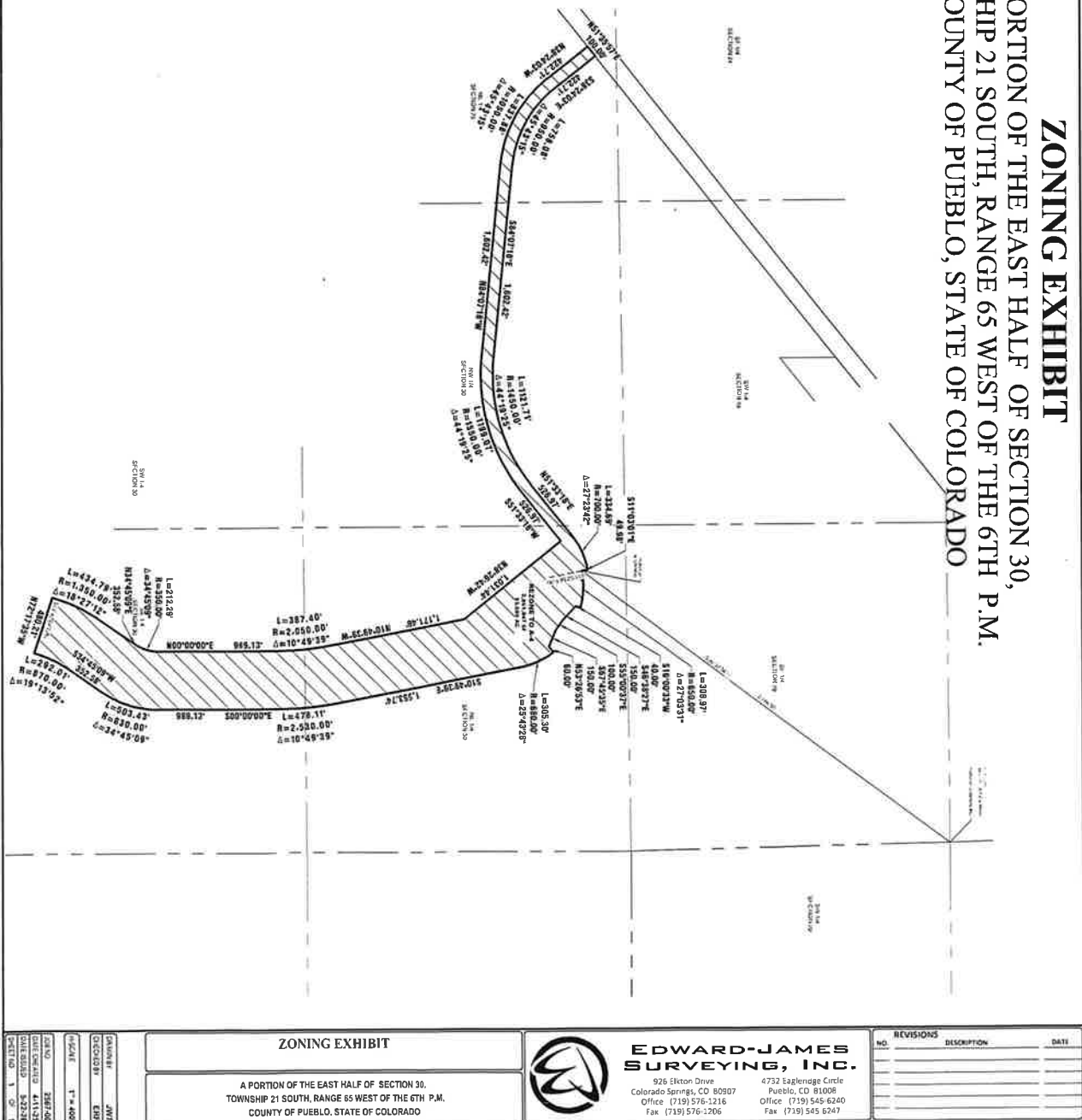
E. Public Notice Photo



F. Rezoning Exhibit & G. Supporting Documents

TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
COUNTY OF PUEBLO, STATE OF COLORADO —

A TRACT OF LAND BEING A PORTION OF THE EAST HALF OF SECTION 20, TOWNSHIP 31 SOUTH RANGE 40 WEST OF THE 5TH PRINCIPAL MERIDIAN COUNTY OF POLK STATE OF IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible][illegible]

Jackson Ranch

R-2, R-3, A-1 and A-4 Rezoning Application

City of Pueblo, Colorado

Project Description

May 11, 2026

RJPC Ranch, LLC
17 S. Wahsatch Avenue
Colorado Springs, CO 80903

OWNER: RJPC Ranch, LLC
17 S. Wahsatch Avenue
Colorado Springs, CO 80903

PLANNER: Vertex Consulting Services, LLC
5825 Delmonico Drive, Suite 320
Colorado Springs, CO 80919
303-906-8800
craig.dossey@vertexcoss.com

PROPERTY LOCATION: South of Highway 78 near the planned future interchange of Lake Avenue and Highway 78.

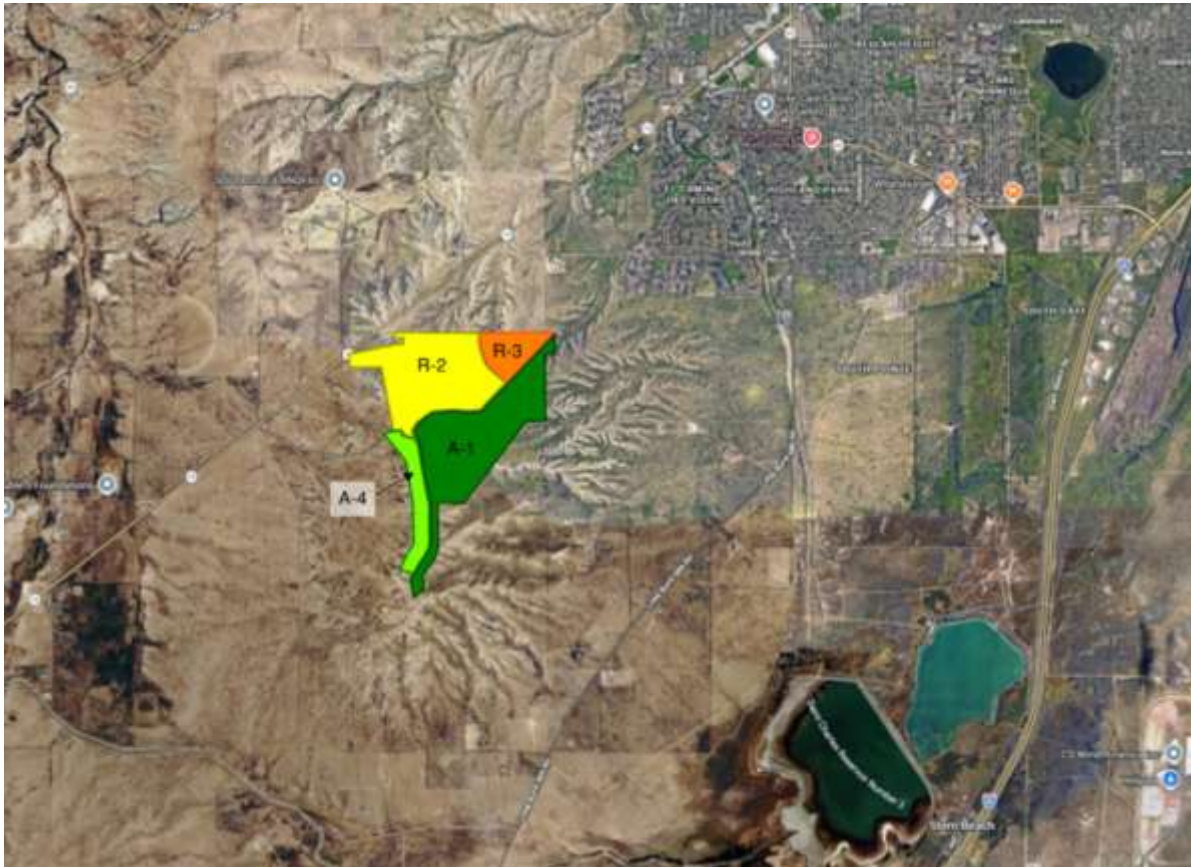
TAX SCHEDULE NOS: 15200000121, 1520000023, and portions of 1500000167, 1500000197, 1519000012, and 1519000018

Project Description

The approximately 579.773-acre property was recently approved for annexation into the City of Pueblo via the Jackson Ranch Annexation Nos. 1 and 2. Pursuant to the associated annexation agreement, the owner is requesting rezoning of all portions of the annexed area as follows: the northwestern 225.658 acres to R-2 (Single Family Residential), the northeastern 50.033 acres to R-3 (One and Two Family Residential), the southwestern 54.974 acres to A-4 (Agricultural Four), and the southeastern 249.108 acres to A-1 (Agricultural One) as a holding zone. The proposed development is planned to include a mix of residential housing, ranging from estate-style lots within the A-4 zone district to more dense one and two family dwellings in the R-3 zoned district. No development is planned at this time for the portion of the property within the A-1 proposed zone district. The applicant acknowledges that this portion will need to be rezoned prior to allowing for future development as required in the associated annexation agreement.

Vicinity Map

Please see below for the project vicinity map.



Compatibility and Justification for Rezoning

The land surrounding the development is generally vacant and rural/agricultural in nature. South, east and west of the property is vacant unincorporated land zoned by Pueblo County as Agricultural One (A-1). North is the proposed Pueblo Recreation development, which was also recently annexed into the City of Pueblo and is proposed to include a mix of land uses, including commercial, residential, and an RV Park.

Due to the minimal amount of developed land immediately adjacent to Jackson Ranch, the proposed development would not be incompatible with any existing adjacent land uses and in fact would help support the planned commercial within the Pueblo Recreation development near the Highway 78 and Lake Avenue intersection. In addition, the City of Pueblo has planned for the extension of Lake Avenue, a major arterial roadway, to bisect

the subject property from north to east thereby creating a significant access corridor through the development. The proposed residential development would provide a variety of housing for the City and are anticipated to be included in a new Colorado Revised Statutes Title 32 Special District, which is proposed to help fund many of the major infrastructure improvements needed to serve the development, including the extension of Lake Avenue through the property.

The plan for residential development pursuant to the R-2 and R-3 zone districts within Jackson Ranch represents a continuation of the existing suburban residential development pattern in this area of the City, including within the nearby Ventana and El Camino subdivision located to the northeast. In addition, residential estate-style development in the A-4 zone district will be compatible with and provide a density transition between the planned suburban residential development in Jackson Ranch and any future development of the adjacent portions of unincorporated land within Pueblo County, most of which is currently under the same ownership as the subject property.

Traffic Impacts

A traffic impact study was performed in association with the preceding annexation of the property. That study has been submitted in support of this proposed rezoning request.

Wastewater

A sanitary sewer impact report was provide in support of the associated annexation of the property. That report has been submitted with this proposed rezoning request.

Compliance with 2022 Pueblo Regional Development Plan

The 2022 Pueblo Regional Development Plan includes a number of goals and policies in support of the proposed rezoning request. Below is an analysis of a small selection of those goals and policies that appear to be particularly pertinent to the request.

Lifestyle and Housing

Guiding Principle 1 of the 2022 Pueblo Regional Development Plan states:

“Diversify Lifestyles, Attainable Housing Options”

The planned residential development will offer a variety of housing options pursuant to the R-2, R-3 and A-4 zoning. The intent is to create a well-planned neighborhood featuring new housing stock and a number of unique estate-style lots with unprecedented view of the

Front Range from one of the highest points in Pueblo. Adding much needed new housing stock to the local Pueblo market will help attract buyers to the Pueblo area, particularly as the City continues to attract major employers to the area.

Higher-Density Housing to Support Major Commercial Areas

Policy 1.1.7: Higher-Density Housing further supports the proposed rezoning requests by stating that the region should “Encourage the development of higher-density housing options...along major corridors to create additional vitality and economic activity with major commercial areas...” Highway 78, located just north of the development, is already a major corridor in the region and the long-range transportation plans for the City and County call for Lake Avenue to be a de facto ring road in the region. The proposed rezoning request would allow for future development of mid and higher-density housing near existing commercial nodes in the City of Pueblo, specifically at the intersection of Pueblo Boulevard and Northern Avenue, as well as at the planned commercial node within the Pueblo Recreation development located immediately north of the property.

July 24, 2026

The City Planning and Zoning Commission will hold a public hearing on a request from Ray O'Sullivan for the approval of the following application:

Z-26-09 Rezone: A zoning of 65.70 acres within the Jackson Ranch annexation from Pueblo County into Pueblo City Agricultural Four (A-4) Zone District.

The Planning and Zoning Commission meeting will be held on **August 12, 2026 at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

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

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

July 24, 2026

The City Planning and Zoning Commission will hold a public hearing on a request from Ray O'Sullivan for the approval of the following application:

Z-26-09 Rezone: A zoning of 65.70 acres within the Jackson Ranch annexation from Pueblo County into Pueblo City Agricultural Four (A-4) Zone District.

The Planning and Zoning Commission meeting will be held on **August 12, 2026 at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

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

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

July 24, 2026

The City Planning and Zoning Commission will hold a public hearing on a request from Ray O'Sullivan for the approval of the following application:

Z-26-09 Rezone: A zoning of 65.70 acres within the Jackson Ranch annexation from Pueblo County into Pueblo City Agricultural Four (A-4) Zone District.

The Planning and Zoning Commission meeting will be held on **August 12, 2026 at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

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

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

July 24, 2026

The City Planning and Zoning Commission will hold a public hearing on a request from Ray O'Sullivan for the approval of the following application:

Z-26-09 Rezone: A zoning of 65.70 acres within the Jackson Ranch annexation from Pueblo County into Pueblo City Agricultural Four (A-4) Zone District.

The Planning and Zoning Commission meeting will be held on **August 12, 2026 at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

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

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

CASE NUMBER Z-29-06

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located at Jackson Ranch A-4 to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

7-28-26 Mailed by Carol

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located at Jackson Ranch A-4, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

August 2, 2026

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Mikaylin Hackley

OwnerName	OwnerStree	OwnerCity Own	OwnerZip
RJPC RANCH LLC	17 S WAHSATCH AVE	COLORADC CO	80903-3613
J M LAND AND CATTLE LLC	230 MELROSE AVE	PUEBLO CO	81004-1053
KOUSTAS K J AKA GUS	6750 E CHANANGO AVE APT 317	DENVER CO	80237
SOMCO LLC	PO BOX 3040	PUEBLO CO	81005-0040



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 14, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Beritt Odom, Director Planning and Community Development

SUBJECT: AN ORDINANCE AMENDING ZONING RESTRICTIONS TO ZONE 225.66 ACRES OF THE JACKSON RANCH ANNEXATION AREA TO SINGLE-FAMILY RESIDENTIAL (R-2) ZONE DISTRICT

SUMMARY:

The applicant is requesting to zone 65.70 acres of the Jackson Ranch annexation area from to Single-Family Residential (R-2) Zone District.

PREVIOUS COUNCIL ACTION:

The entire Jackson Ranch annexation, totaling 591.45 acres, occurred in two phases under Ordinances 10968 and 10969.

BACKGROUND:

The Jackson Ranch Annexation is generally located southwest of the El Camino Subdivision 17th Filing and south of Highway 78. The annexation was completed in two series, totaling 591.45 acres and approved by Ordinances 10968 and 10969. The stated intent for the Jackson Ranch area is to be developed in multiple phases with a mixture of low, medium, and high-density residential uses and supporting civic uses of open space, parks, and schools. All land that is annexed into the City must rezone into one or more City zone districts as a condition of its annexation. As recorded in the annexation agreement ordinance, the Petitioner made their intention known to zone the newly annexed area into four different zone districts: A-1, A-4, R-2, and R-3. The agreement states that "if the Property is not so zoned, no building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within any part of the Property," thus the property owner has submitted rezoning requests Z-26-08, 09, 10, and 11 to implement the four zone districts intended for the area.

This rezoning request is for 225.66 acres to be zoned as Single-Family Residential (R-2) Zone District. The standards of the R-2 zone district require minimum lot sizes of

5,000 sq. ft. and only allow residential development of one-family homes, which can be attached or detached. The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Special Development Area. The Special Development Area classification describes land adjacent to Pueblo City limits as is with the 3-Mile Annexation Plan boundary. The Special Development Area is intended to allow flexibility to determine the most appropriate zoning at the time of annexation. The proposed R-2 Zone District would align this portion of the development most closely with the Suburban Neighborhood future land use designation, which is characterized by low-density housing supported by neighborhood-serving civic uses like parks and schools.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their August 12, 2026, Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

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

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

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be rezoned in accordance with the Annexation Agreement and Pueblo Municipal Code.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Z-26-10 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO
ZONE 225.66 ACRES OF THE JACKSON RANCH ANNEXATION
AREA TO SINGLE-FAMILY RESIDENTIAL (R-2) ZONE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby zoned to Single-Family Residential (R-2) Zone District:

A TRACT OF LAND BEING A PORTION OF THE SOUTH HALF OF SECTION 19, A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED ON THE WESTERLY END BY A 3-1/4" ALUMINUM CAP STAMPED" T21S R65W ¼ SEC 18 SEC 17 1993 PLS 25948" 0.9' ABOVE GRADE AND AT THE EASTERLY END BY 3-1/4" ALUMINUM CAP STAMPED " COLORADO REGISTERED LS 12933 T 21S R65W C ¼ S17 2003" AT GRADE, ASSUMED TO BEAR N89°29'49"E A DISTANCE OF 2,641.73 FEET.

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID POINT BEING THE POINT OF BEGINNING; THENCE N 89° 55' 15" E ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 20 A DISTANCE OF 563.53 FEET; THENCE S 01° 10' 33" E A DISTANCE OF 267.89 FEET TO A POINT OF CURVE THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 46° 17' 49", A RADIUS OF 1,250.00 FEET A DISTANCE OF 1,010.04 FEET TO A POINT OF TANGENT; THENCE S 47° 28' 22" E A DISTANCE OF 649.00 FEET; THENCE S 42° 31' 38" W A DISTANCE OF 687.90 FEET TO A OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 47° 03' 42", A RADIUS OF 1,050.00 FEET, A DISTANCE OF 862.45 FEET TO A POINT OF TANGENT; THENCE S 89° 35' 20" W A DISTANCE OF 944.71 FEET TO A POINT OF A CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 54° 35' 57", A RADIUS OF 950.00 FEET A DISTANCE OF 905.29 FEET TO A POINT OF TANGENT; THENCE S 34° 59' 23" W A DISTANCE OF 280.26 FEET; THENCE S 06° 16' 44" E A DISTANCE OF 115.75 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S45°41'53"W, HAVING A DELTA OF 07° 45' 00" A RADIUS OF 680.00 FEET, A DISTANCE OF 91.98 FEET TO A POINT ON CURVE; THENCE S 53° 26' 53" W A DISTANCE OF 60.00 FEET; THENCE N 67° 45' 35" W A DISTANCE OF 150.00 FEET; THENCE N 55° 00' 37" W A DISTANCE OF 100.00 FEET; THENCE N 46° 38' 27" W A DISTANCE OF 150.00 FEET; THENCE N 16° 00' 33" E A DISTANCE OF 40.00 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF CURVE TO THE LEFT WHOSE CENTER BEARS

S 16° 00' 33" W, HAVING A DELTA OF 27° 03'31" A RADIUS OF 650.00 FEET, A DISTANCE OF 306.97 FEET TO A POINT ON CURVE; THENCE N 11° 03' 01" W A DISTANCE OF 1,989.48 FEET; THENCE S 89° 35' 02" W A DISTANCE OF 1,013.98 FEET TO THE SOUTHEAST CORNER OF THE TRACT OF LAND DESCRIBED IN BOOK 1304, AT PAGE 598, RECORDS OF PUEBLO COUNTY, COLORADO; THENCE N 00° 17' 10" E ON THE EAST LINE OF SAID TRACT OF LAND A DISTANCE OF 467.01 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 78; THENCE N 51° 35' 59" E ON SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 229.29 FEET TO THE NORTHWEST CORNER OF THE TRACT OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED UNDER RECEPTION NUMBER 1730909; THENCE ON THE BOUNDARY OF SAID SPECIAL WARRANTY DEED THE FOLLOWING ELEVEN (11) COURSES:

1. S 38° 24' 01" E A DISTANCE OF 1.00 FEET;
2. N 51° 35' 59" E A DISTANCE OF 751.28 FEET;
3. N 89° 35' 25" E A DISTANCE OF 448.61 FEET;
4. S 00° 23' 05" E A DISTANCE OF 208.52 FEET;
5. N 89° 36' 55" E A DISTANCE OF 309.80 FEET;
6. S 00° 27' 11" E A DISTANCE OF 130.93 FEET;
7. N 89° 35' 18" E A DISTANCE OF 199.98 FEET;
8. N 00° 24' 05" W A DISTANCE OF 199.98 FEET;
9. S 89° 35' 13" W A DISTANCE OF 200.16 FEET;
10. S 00° 27' 11" E A DISTANCE OF 68.05 FEET;
11. S 89° 36' 55" W A DISTANCE OF 100.06 FEET; THENCE N 00° 23' 56" W A DISTANCE OF 208.56 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 66 WEST;

THENCE N 89° 35' 20" E ON SAID NORTH LINE A DISTANCE OF 2,220.21 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 9,829,646 SQUARE FEET OR 225.658 ACRES

SECTION 2.

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

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on August 24, 2026.

Final adoption of Ordinance by City Council on September 14, 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

ZONING EXHIBIT

A PORTION OF THE SOUTH HALF OF SECTION 19, A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, A PORTION OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. COUNTY OF PUEBLO, STATE OF COLORADO

LEGAL DESCRIPTION: REZONE TO R-2

A TRACT OF LAND BEING A PORTION OF THE SOUTH HALF OF SECTION 19, A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

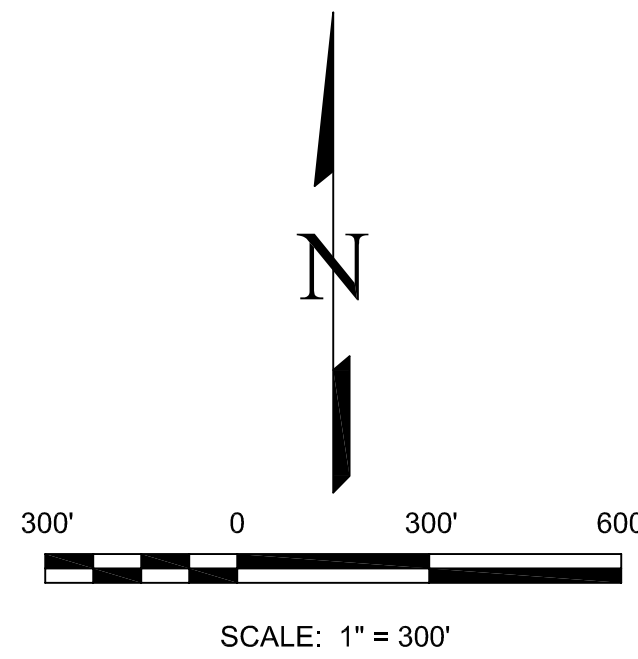
BASIS OF BEARINGS: THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED ON THE WESTERLY END BY A 3-1/4" ALUMINUM CAP STAMPED "T21S R65W 1/4 SEC 18 SEC 17 1993 PLS 25948" 0.9' ABOVE GRADE AND AT THE EASTERLY END BY 3-1/4" ALUMINUM CAP STAMPED "COLORADO REGISTERED LS 12933 T21S R65W C 1/4 S17 2003" AT GRADE, ASSUMED TO BEAR N89°29'49"E A DISTANCE OF 2,641.73 FEET.

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID POINT BEING THE POINT OF BEGINNING; THENCE N 89° 55' 15" E ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 20 A DISTANCE OF 563.53 FEET; THENCE S 01° 10' 33" E A DISTANCE OF 267.89 FEET TO A POINT OF CURVE THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 46° 17' 49"; A RADIUS OF 1,250.00 FEET A DISTANCE OF 1,010.04 FEET TO A POINT OF TANGENT; THENCE S 47° 28' 22" E A DISTANCE OF 649.00 FEET; THENCE S 42° 31' 38" W A DISTANCE OF 687.90 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 47° 03' 42", A RADIUS OF 1,050.00 FEET, A DISTANCE OF 862.45 FEET TO A POINT OF TANGENT; THENCE S 89° 35' 20" W A DISTANCE OF 944.71 FEET TO A POINT OF A CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 54° 35' 57", A RADIUS OF 950.00 FEET A DISTANCE OF 905.29 FEET TO A POINT OF TANGENT; THENCE S 34° 59' 23" W A DISTANCE OF 280.26 FEET; THENCE S 06° 16' 44" E A DISTANCE OF 115.75 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S45°41'53"W, HAVING A DELTA OF 07° 45' 00" A RADIUS OF 680.00 FEET, A DISTANCE OF 91.98 FEET TO A POINT ON CURVE; THENCE S 53° 26' 53" W A DISTANCE OF 60.00 FEET; THENCE N 67° 45' 35" W A DISTANCE OF 150.00 FEET; THENCE N 55° 00' 37" W A DISTANCE OF 100.00 FEET; THENCE N 46° 38' 27" W A DISTANCE OF 150.00 FEET; THENCE N 16° 00' 33" E A DISTANCE OF 40.00 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF CURVE TO THE LEFT WHOSE CENTER BEARS S 16° 00' 33" W, HAVING A DELTA OF 27° 03' 31" A RADIUS OF 650.00 FEET, A DISTANCE OF 306.97 FEET TO A POINT ON CURVE; THENCE N 11° 03' 01" W A DISTANCE OF 1,989.48 FEET; THENCE S 89° 35' 02" W A DISTANCE OF 1,013.98 FEET TO THE SOUTHEAST CORNER OF THE TRACT OF LAND DESCRIBED IN BOOK 1304, AT PAGE 598, RECORDS OF PUEBLO COUNTY, COLORADO; THENCE N 00° 17' 10" E ON THE EAST LINE OF SAID TRACT OF LAND A DISTANCE OF 467.01 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 78; THENCE N 51° 35' 59" E ON SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 229.29 FEET TO THE NORTHWEST CORNER OF THE TRACT OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED UNDER RECEPTION NUMBER 1730909; THENCE ON THE BOUNDARY OF SAID SPECIAL WARRANTY DEED THE FOLLOWING ELEVEN (11) COURSES:

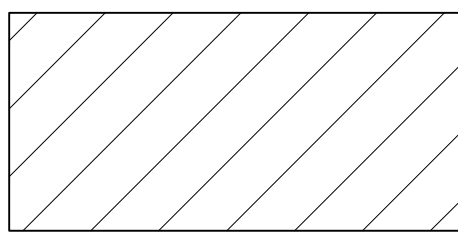
1. S 38° 24' 01" E A DISTANCE OF 1.00 FEET;
2. N 51° 35' 59" E A DISTANCE OF 751.28 FEET;
3. N 89° 35' 25" E A DISTANCE OF 448.61 FEET;
4. S 00° 23' 05" E A DISTANCE OF 208.52 FEET;
5. N 89° 36' 55" E A DISTANCE OF 309.80 FEET;
6. S 00° 27' 11" E A DISTANCE OF 130.93 FEET;
7. N 89° 35' 18" E A DISTANCE OF 199.98 FEET;
8. N 00° 24' 05" W A DISTANCE OF 199.98 FEET;
9. S 89° 35' 13" W A DISTANCE OF 200.16 FEET;
10. S 00° 27' 11" E A DISTANCE OF 68.05 FEET;
11. S 89° 36' 55" W A DISTANCE OF 100.06 FEET; THENCE N 00° 23' 56" W A DISTANCE OF 208.56 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 13 SOUTH, RANGE 66 WEST;

THENCE N 89° 35' 20" E ON SAID NORTH LINE A DISTANCE OF 2,220.21 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 9,829,646 SQUARE FEET OR 225,658 ACRES



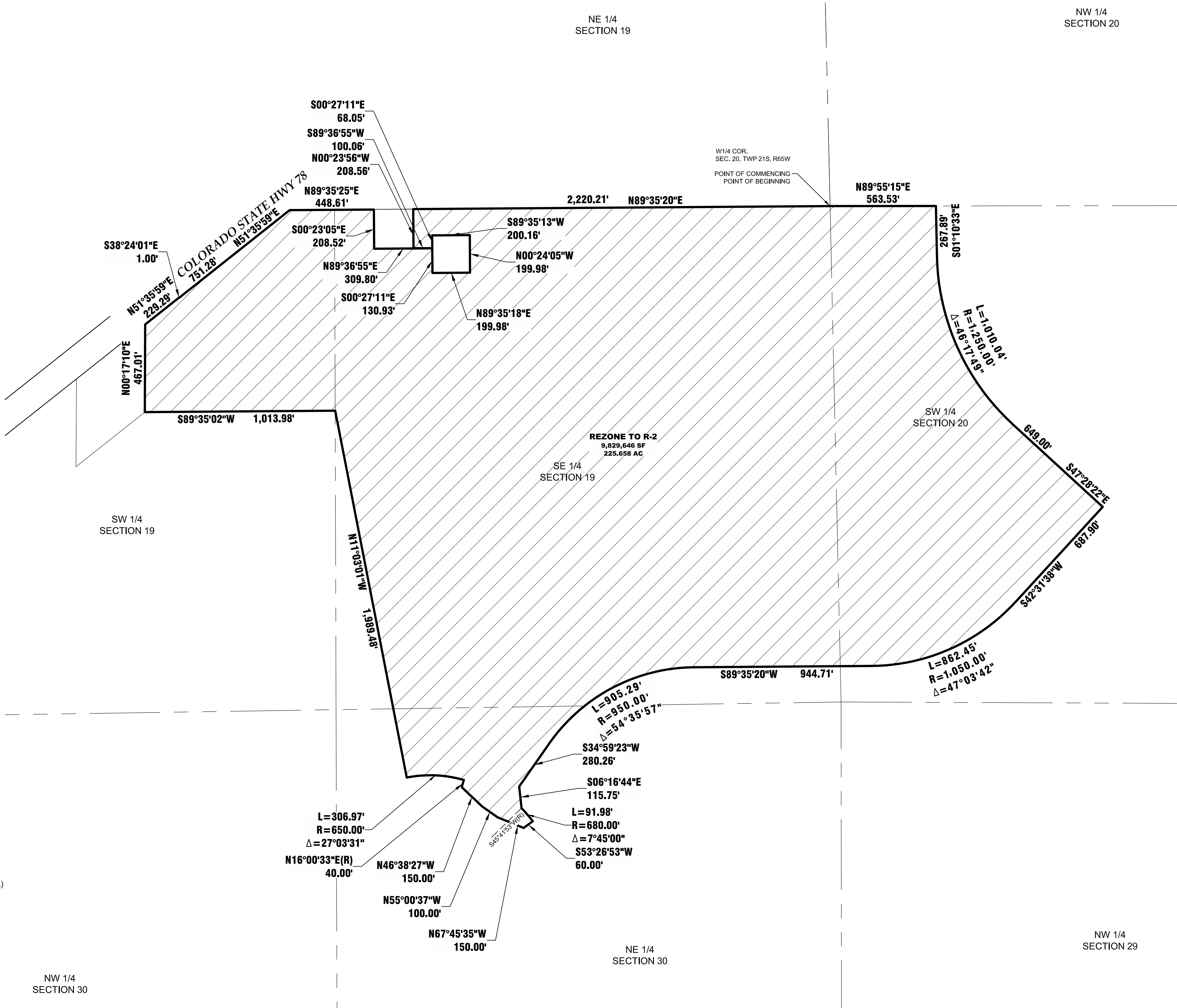
LEGEND:



AREA A1, LARGE AGRICULTURAL TO BE REZONED R-2 (SINGLE FAMILY RESIDENTIAL)

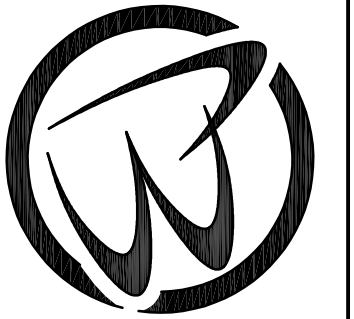
NOTICE:

ACCORDING TO COLORADO LAW YOU **MUST** COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.



REVISIONS		DATE
NO.	DESCRIPTION	

EDWARD-JAMES SURVEYING, INC.
926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206
4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247



ZONING EXHIBIT

A PORTION OF THE SOUTH 1/2 OF SEC. 19, A PORTION OF THE SOUTHWEST 1/4 OF SEC. 20, AND A PORTION OF THE NORTHEAST 1/4 OF SEC. 30, TWP. 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. COUNTY OF PUEBLO, STATE OF COLORADO

DRAWN BY **JWT**
CHECKED BY **ERF**

H-SCALE **1" = 300'**

JOB NO. **2567-00**
DATE CREATED **4-11-25**
DATE ISSUED **5-14-25**
SHEET NO **1** OF **1**

Mike Castellucci
Chair

Brett Boston
Vice Chair
City Council Representative

Elizabeth Bailey



Alexandra Aznar

Cheryl Spinuzzi

Jane Cawlfeld

James Salazar

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, August 12, 2026, 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30p.m. with Chairman Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Alexandra Aznar, Elizabeth Bailey, Cheryl Spinuzzi, and James Salazar. Brett Boston attended virtually via Zoom.

Commissioner(s) Absent:

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

Staff Members Absent:

Approval of the Agenda: Bailey moved to approve the agenda, seconded by Salazar.

Motion Passed: 7-0

Public Meeting: N/A

Public Hearing:

Z-26-10 Rezone: A zoning of 225.66 acres within the Jackson Ranch annexation from Pueblo County into Pueblo City Single-Family Residential (R-2) Zone District. Staff report by Mikaylin Hackley, Senior Planner.

Hearing: Applicant Craig Dossey was sworn in and spoke in favor of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the application for approval, seconded by Salazar.

Motion Passed: 7-0

Mike Castellucci
Chair

Brett Boston
Vice Chair
City Council Representative

Elizabeth Bailey



Planning & Zoning Commission

Alexandra Aznar

Cheryl Spinuzzi

Jane Cawfield

James Salazar

Z-26-10

August 12, 2026

TO: City of Pueblo Planning and Zoning Commission
FROM: Mikaylin Hackley, Senior Planner
THROUGH: Beritt Odom, Director of Planning and Community Development
SUBJECT: Zoning of Jackson Ranch Annexation Area
APPLICANT: Craig Dossey
PROPERTY OWNER: Ray O'Sullivan, RJPC Ranch LLC
LOCATION: Generally located south of the Southside Landfill and adjacent to State Highway 78
CONCURRENT REQUESTS: Z-26-08, Z-26-09, Z-26-11

REQUEST:

A zoning of 225.66 acres within the Jackson Ranch annexation from Pueblo County into Pueblo City Single-Family Residential (R-2) Zone District.

BACKGROUND AND ANALYSIS:

The Jackson Ranch Annexation is generally located southwest of the El Camino Subdivision 17th Filing and south of Highway 78. The annexation was completed in two series, totaling 591.45 acres and approved by Ordinances 10968 and 10969. The stated intent for the Jackson Ranch area is to be developed in multiple phases with a mixture of low, medium, and high-density residential uses and supporting civic uses of open space, parks, and schools. All land that is annexed into the City must rezone into one or more City zone districts as a condition of its annexation. As recorded in the annexation agreement ordinance, the Petitioner made their intention known to zone the newly annexed area into four different zone districts: A-1, A-4, R-2, and R-3. The agreement states that "if the Property is not so zoned, no building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within any part of the Property," thus the property owner has submitted rezoning requests Z-26-08, 09, 10, and 11 to implement the four zone districts intended for the area.

This rezoning request is for 225.66 acres to be zoned as Single-Family Residential (R-2) Zone District. The standards of the R-2 zone district require minimum lot sizes of 5,000 sq. ft. and only allow residential development of one-family homes, which can be attached or detached. The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Special Development Area. The Special Development Area classification describes land adjacent to Pueblo City limits as is with the 3-Mile Annexation Plan boundary. The Special Development Area is intended to allow flexibility to determine the most appropriate zoning at the time of annexation. The proposed R-2 Zone District would align this portion of the development most closely

with the Suburban Neighborhood future land use designation, which is characterized by low-density housing supported by neighborhood-serving civic uses like parks and schools.

SITE CHARACTER AND COMPATIBILITY

Site Character:	The site is undeveloped.
Neighborhood Compatibility:	North: Pueblo County Large Agriculture (A-1) Zoning, undeveloped East: Proposed City One-and Two-Family (R-3) Zoning, undeveloped South: Proposed City Agricultural One (A-1), undeveloped West: Pueblo County Large Agriculture (A-1) Zoning, undeveloped
Comprehensive Plan Compliance:	The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Special Development Area. The Special Development Area classification describes land adjacent to Pueblo City limits as is with the 3-Mile Annexation Plan boundary. The Special Development Area is intended to allow flexibility to determine the most appropriate zoning at the time of annexation.

ZONING AMENDMENT TEST

The standard for accepting an amendment to the zoning map is that the proposed zoning action must either:

1) Further the goals and objectives of the comprehensive land use plan, or
☐ Comments Not applicable
2) Show that the area has changed significantly since the adoption of the comprehensive land use plan
☐ Comments The area was recently annexed and must now be zoned into a City zone district.
3) Show that there was a mistake or error made in the original zoning of the property.
☐ Comments Not Applicable

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

The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application
☐ Comments The application contains the required information.
The interest of the applicant and the interest of the person, firm or corporation represented by the applicant, be it legal, sales development, operation, or other interest.
☐ Comments The application contains the required information.
The nature of the amendment and a legal description of the property that would be affected by the amendment.
☐ Comments The application contains the required information.
A statement of the facts which the applicant believes justify the amendment; provided; however, that when any amendment changing the zoning map is requested, the following additional information shall be furnished:
☐ Comments The application contains the required information.
A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect, and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.
☐ Comments The application contains the required information.

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

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

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

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

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

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

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

R-2 Zone District Standards:

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

RECOMMENDED ACTION:

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

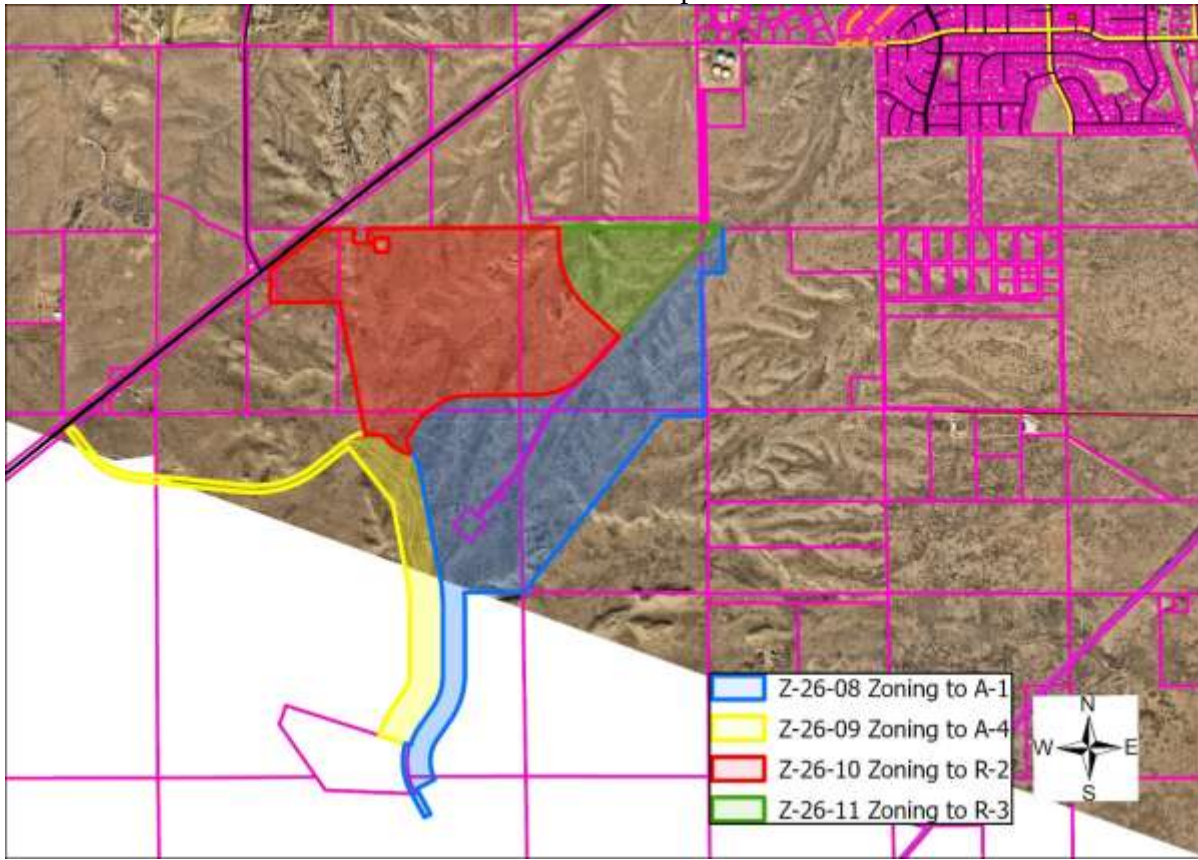
REFERRAL AGENCIES AND COMMENTS:

- | | |
|---|------------|
| • City Public Works | No comment |
| • City Transportation | No comment |
| • City Law Department | No comment |
| • Southern Colorado Building Department | No comment |
| • City Fire Department | No comment |
| • City Wastewater | No comment |
| • City Stormwater | No comment |
| • City Parks and Recreation Department | No comment |
| • Xcel Energy | No comment |
| • Black Hills Energy | No comment |
| • CDOT | No comment |

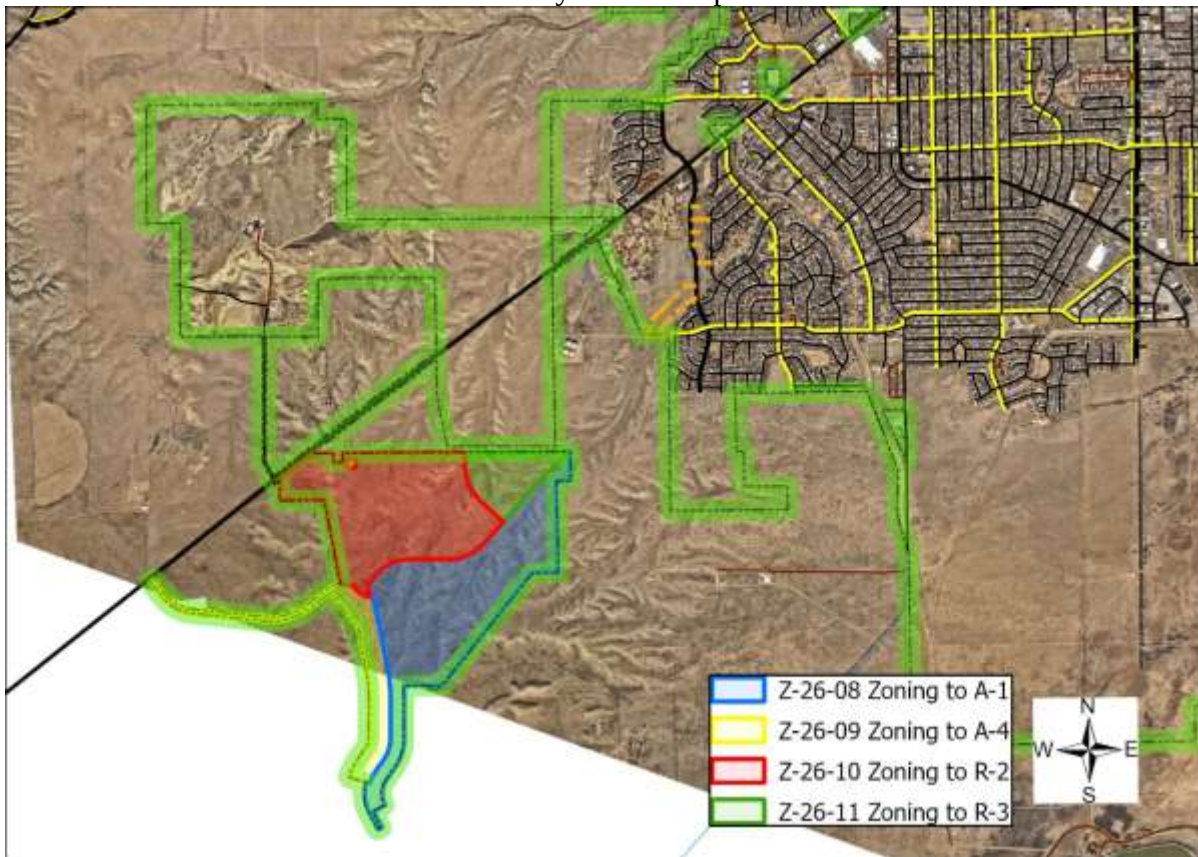
ATTACHMENTS:

- A. Aerial Map
- B. City Limits Map
- C. Zoning Map
- D. Comprehensive Plan Map
- E. Public Notice Photo
- F. Rezoning Exhibit
- G. Supporting Documents

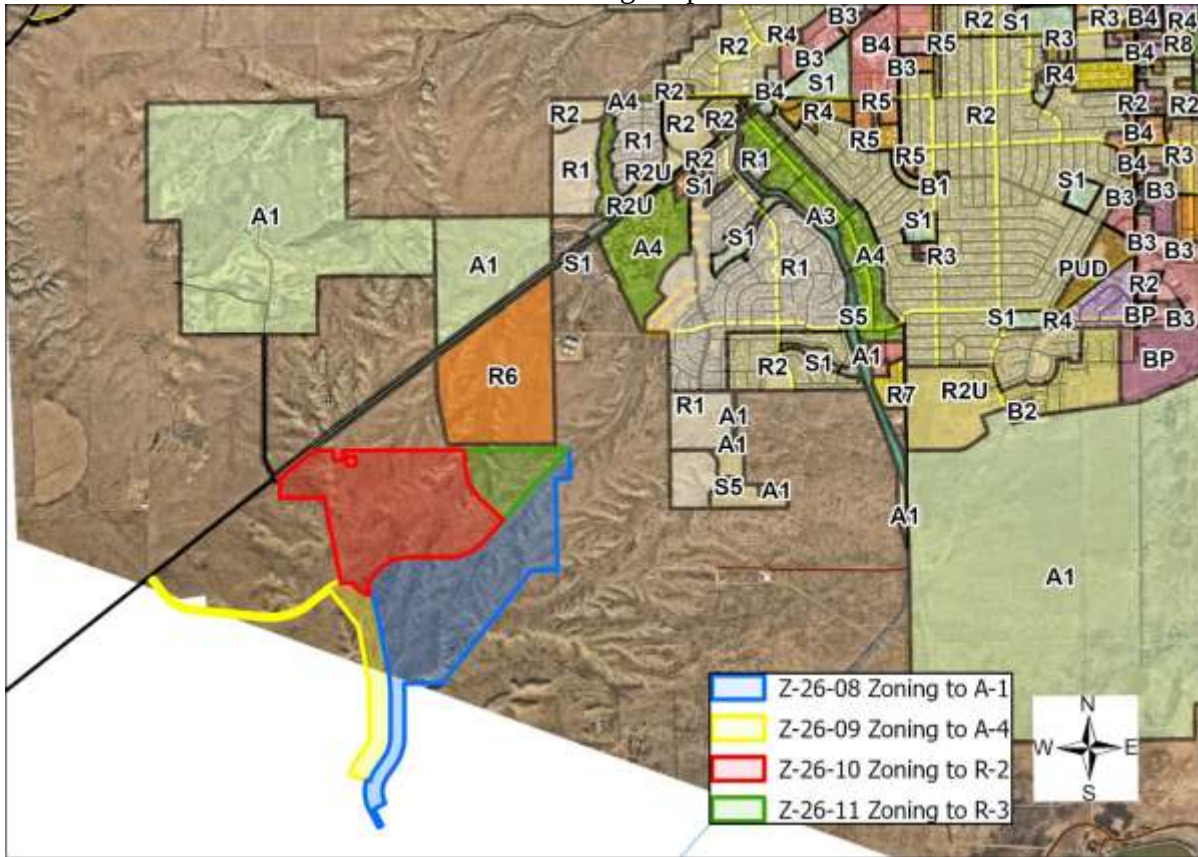
A. Aerial Map



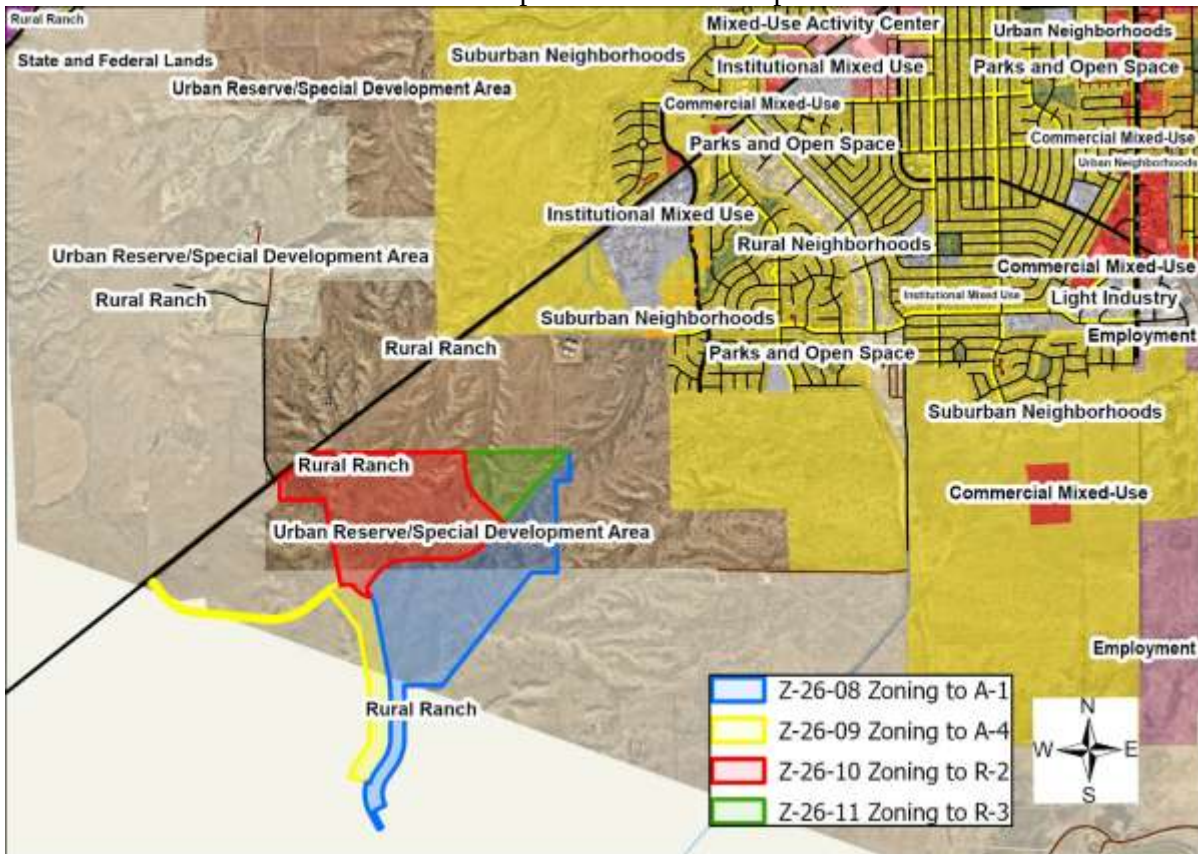
B. City Limits Map



C. Zoning Map



D. Comprehensive Plan Map



E. Public Notice Photo



F. Rezoning Exhibit & G. Supporting Documents

ZONING EXHIBIT

A PORTION OF THE SOUTH HALF OF SECTION 19, A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, A PORTION OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. COUNTY OF PUEBLO, STATE OF COLORADO

LEGAL DESCRIPTION: REZONE TO R-2

A TRACT OF LAND BEING A PORTION OF THE SOUTH HALF OF SECTION 19, A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

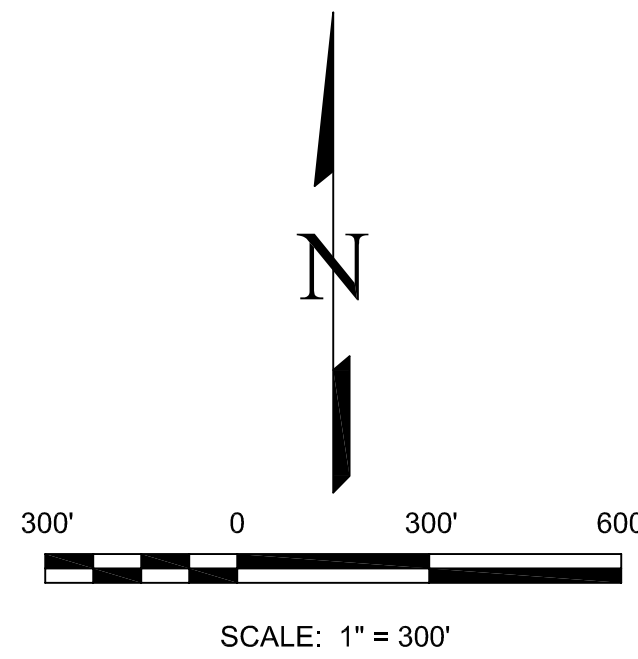
BASIS OF BEARINGS: THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED ON THE WESTERLY END BY A 3-1/4" ALUMINUM CAP STAMPED "T21S R65W 1/4 SEC 18 SEC 17 1993 PLS 25948" 0.9' ABOVE GRADE AND AT THE EASTERLY END BY 3-1/4" ALUMINUM CAP STAMPED "COLORADO REGISTERED LS 12933 T21S R65W C 1/4 S17 2003" AT GRADE, ASSUMED TO BEAR N89°29'49"E A DISTANCE OF 2,641.73 FEET.

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID POINT BEING THE POINT OF BEGINNING; THENCE N 89° 55' 15" E ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 20 A DISTANCE OF 563.53 FEET; THENCE S 01° 10' 33" E A DISTANCE OF 267.89 FEET TO A POINT OF CURVE THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 46° 17' 49"; A RADIUS OF 1,230.00 FEET A DISTANCE OF 1,010.04 FEET TO A POINT OF TANGENT; THENCE S 47° 28' 22" E A DISTANCE OF 649.00 FEET; THENCE S 42° 31' 38" W A DISTANCE OF 687.90 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 47° 03' 42", A RADIUS OF 1,050.00 FEET, A DISTANCE OF 862.45 FEET TO A POINT OF TANGENT; THENCE S 89° 35' 20" W A DISTANCE OF 944.71 FEET TO A POINT OF A CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 54° 35' 57", A RADIUS OF 950.00 FEET A DISTANCE OF 905.29 FEET TO A POINT OF TANGENT; THENCE S 34° 59' 23" W A DISTANCE OF 280.26 FEET; THENCE S 06° 16' 44" E A DISTANCE OF 115.75 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S45°41'53"W, HAVING A DELTA OF 07° 45' 00" A RADIUS OF 680.00 FEET, A DISTANCE OF 91.98 FEET TO A POINT ON CURVE; THENCE S 53° 26' 53" W A DISTANCE OF 60.00 FEET; THENCE N 67° 45' 35" W A DISTANCE OF 150.00 FEET; THENCE N 55° 00' 37" W A DISTANCE OF 100.00 FEET; THENCE N 46° 38' 27" W A DISTANCE OF 150.00 FEET; THENCE N 16° 00' 33" E A DISTANCE OF 40.00 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF CURVE TO THE LEFT WHOSE CENTER BEARS S 16° 00' 33" W, HAVING A DELTA OF 27° 03' 31" A RADIUS OF 650.00 FEET, A DISTANCE OF 306.97 FEET TO A POINT ON CURVE; THENCE N 11° 03' 01" W A DISTANCE OF 1,989.48 FEET; THENCE S 89° 35' 02" W A DISTANCE OF 1,013.98 FEET TO THE SOUTHEAST CORNER OF THE TRACT OF LAND DESCRIBED IN BOOK 1304, AT PAGE 598, RECORDS OF PUEBLO COUNTY, COLORADO; THENCE N 00° 17' 10" E ON THE EAST LINE OF SAID TRACT OF LAND A DISTANCE OF 467.01 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 78; THENCE N 51° 35' 59" E ON SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 229.29 FEET TO THE NORTHWEST CORNER OF THE TRACT OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED UNDER RECEPTION NUMBER 1730909; THENCE ON THE BOUNDARY OF SAID SPECIAL WARRANTY DEED THE FOLLOWING ELEVEN (11) COURSES:

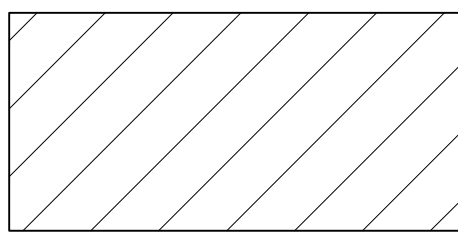
1. S 38° 24' 01" E A DISTANCE OF 1.00 FEET;
2. N 51° 35' 59" E A DISTANCE OF 751.28 FEET;
3. N 89° 35' 25" E A DISTANCE OF 448.61 FEET;
4. S 00° 23' 05" E A DISTANCE OF 208.52 FEET;
5. N 89° 36' 55" E A DISTANCE OF 309.80 FEET;
6. S 00° 27' 11" E A DISTANCE OF 130.93 FEET;
7. N 89° 35' 18" E A DISTANCE OF 199.98 FEET;
8. N 00° 24' 05" W A DISTANCE OF 199.98 FEET;
9. S 89° 35' 13" W A DISTANCE OF 200.16 FEET;
10. S 00° 27' 11" E A DISTANCE OF 68.05 FEET;
11. S 89° 36' 55" W A DISTANCE OF 100.06 FEET;

THENCE N 89° 35' 20" E ON SAID NORTH LINE A DISTANCE OF 2,220.21 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 9,829,646 SQUARE FEET OR 225,658 ACRES



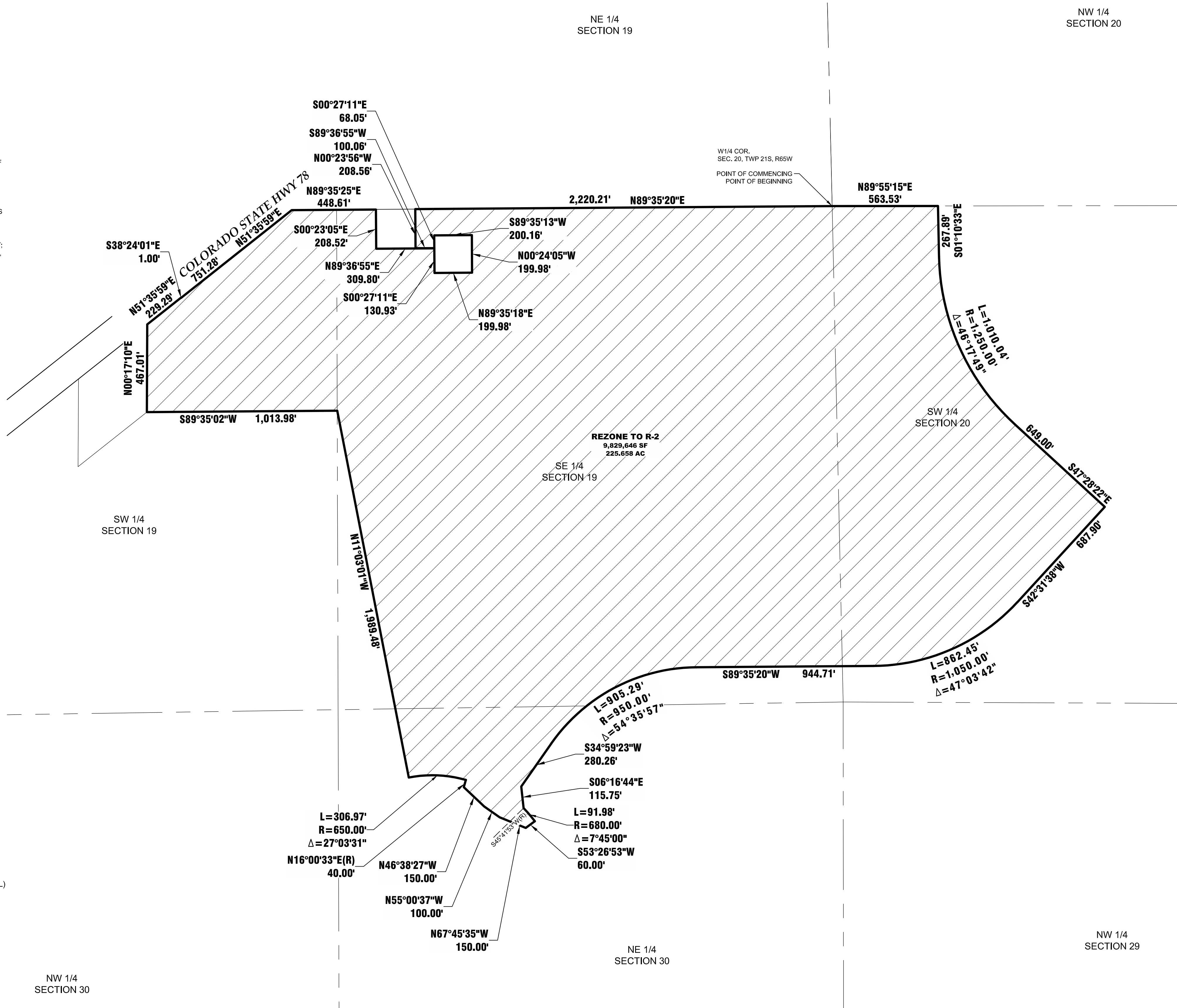
LEGEND:



AREA A1, LARGE AGRICULTURAL TO BE REZONED R-2 (SINGLE FAMILY RESIDENTIAL)

NOTICE:

ACCORDING TO COLORADO LAW YOU **MUST** COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.



NO.	REVISIONS	DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.
926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206

4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247



ZONING EXHIBIT

A PORTION OF THE SOUTH 1/2 OF SEC. 19, A PORTION OF THE SOUTHWEST 1/4 OF SEC. 20, AND A PORTION OF THE NORTHEAST 1/4 OF SEC. 30, TWP. 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. COUNTY OF PUEBLO, STATE OF COLORADO

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1" = 300'
JOB NO.	2567-00
DATE CREATED	4-11-25
DATE ISSUED	5-14-25
SHEET NO	1 OF 1

Jackson Ranch

R-2, R-3, A-1 and A-4 Rezoning Application

City of Pueblo, Colorado

Project Description

May 11, 2026

RJPC Ranch, LLC
17 S. Wahsatch Avenue
Colorado Springs, CO 80903

OWNER: RJPC Ranch, LLC
17 S. Wahsatch Avenue
Colorado Springs, CO 80903

PLANNER: Vertex Consulting Services, LLC
5825 Delmonico Drive, Suite 320
Colorado Springs, CO 80919
303-906-8800
craig.dossey@vertexc.com

PROPERTY LOCATION: South of Highway 78 near the planned future interchange of Lake Avenue and Highway 78.

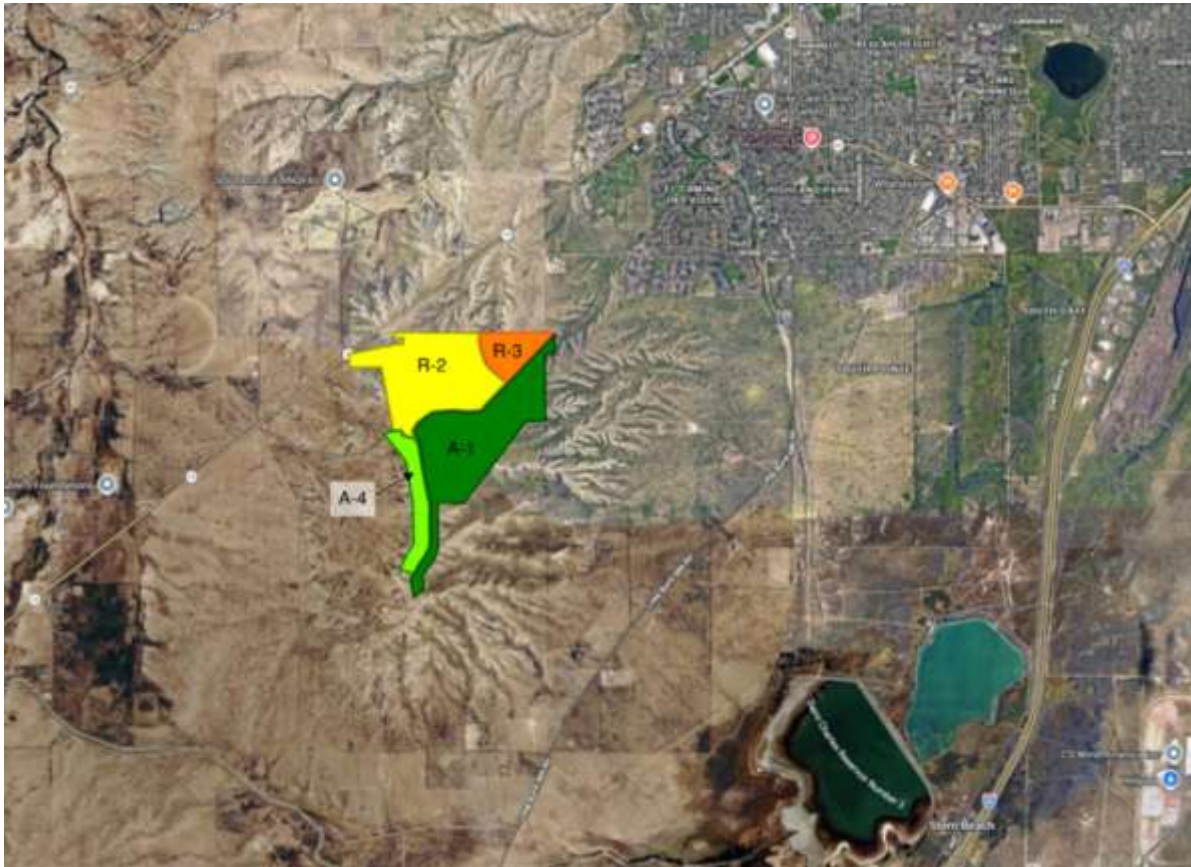
TAX SCHEDULE NOS: 15200000121, 1520000023, and portions of 1500000167, 1500000197, 1519000012, and 1519000018

Project Description

The approximately 579.773-acre property was recently approved for annexation into the City of Pueblo via the Jackson Ranch Annexation Nos. 1 and 2. Pursuant to the associated annexation agreement, the owner is requesting rezoning of all portions of the annexed area as follows: the northwestern 225.658 acres to R-2 (Single Family Residential), the northeastern 50.033 acres to R-3 (One and Two Family Residential), the southwestern 54.974 acres to A-4 (Agricultural Four), and the southeastern 249.108 acres to A-1 (Agricultural One) as a holding zone. The proposed development is planned to include a mix of residential housing, ranging from estate-style lots within the A-4 zone district to more dense one and two family dwellings in the R-3 zoned district. No development is planned at this time for the portion of the property within the A-1 proposed zone district. The applicant acknowledges that this portion will need to be rezoned prior to allowing for future development as required in the associated annexation agreement.

Vicinity Map

Please see below for the project vicinity map.



Compatibility and Justification for Rezoning

The land surrounding the development is generally vacant and rural/agricultural in nature. South, east and west of the property is vacant unincorporated land zoned by Pueblo County as Agricultural One (A-1). North is the proposed Pueblo Recreation development, which was also recently annexed into the City of Pueblo and is proposed to include a mix of land uses, including commercial, residential, and an RV Park.

Due to the minimal amount of developed land immediately adjacent to Jackson Ranch, the proposed development would not be incompatible with any existing adjacent land uses and in fact would help support the planned commercial within the Pueblo Recreation development near the Highway 78 and Lake Avenue intersection. In addition, the City of Pueblo has planned for the extension of Lake Avenue, a major arterial roadway, to bisect

the subject property from north to east thereby creating a significant access corridor through the development. The proposed residential development would provide a variety of housing for the City and are anticipated to be included in a new Colorado Revised Statutes Title 32 Special District, which is proposed to help fund many of the major infrastructure improvements needed to serve the development, including the extension of Lake Avenue through the property.

The plan for residential development pursuant to the R-2 and R-3 zone districts within Jackson Ranch represents a continuation of the existing suburban residential development pattern in this area of the City, including within the nearby Ventana and El Camino subdivision located to the northeast. In addition, residential estate-style development in the A-4 zone district will be compatible with and provide a density transition between the planned suburban residential development in Jackson Ranch and any future development of the adjacent portions of unincorporated land within Pueblo County, most of which is currently under the same ownership as the subject property.

Traffic Impacts

A traffic impact study was performed in association with the preceding annexation of the property. That study has been submitted in support of this proposed rezoning request.

Wastewater

A sanitary sewer impact report was provide in support of the associated annexation of the property. That report has been submitted with this proposed rezoning request.

Compliance with 2022 Pueblo Regional Development Plan

The 2022 Pueblo Regional Development Plan includes a number of goals and policies in support of the proposed rezoning request. Below is an analysis of a small selection of those goals and policies that appear to be particularly pertinent to the request.

Lifestyle and Housing

Guiding Principle 1 of the 2022 Pueblo Regional Development Plan states:

“Diversify Lifestyles, Attainable Housing Options”

The planned residential development will offer a variety of housing options pursuant to the R-2, R-3 and A-4 zoning. The intent is to create a well-planned neighborhood featuring new housing stock and a number of unique estate-style lots with unprecedented view of the

Front Range from one of the highest points in Pueblo. Adding much needed new housing stock to the local Pueblo market will help attract buyers to the Pueblo area, particularly as the City continues to attract major employers to the area.

Higher-Density Housing to Support Major Commercial Areas

Policy 1.1.7: Higher-Density Housing further supports the proposed rezoning requests by stating that the region should “Encourage the development of higher-density housing options...along major corridors to create additional vitality and economic activity with major commercial areas...” Highway 78, located just north of the development, is already a major corridor in the region and the long-range transportation plans for the City and County call for Lake Avenue to be a de facto ring road in the region. The proposed rezoning request would allow for future development of mid and higher-density housing near existing commercial nodes in the City of Pueblo, specifically at the intersection of Pueblo Boulevard and Northern Avenue, as well as at the planned commercial node within the Pueblo Recreation development located immediately north of the property.

July 24, 2026

The City Planning and Zoning Commission will hold a public hearing on a request from Ray O'Sullivan for the approval of the following application:

Z-26-10 Rezone: A zoning of 225.66 acres within the Jackson Ranch annexation from Pueblo County into Pueblo City Single-Family Residential (R-2) Zone District.

The Planning and Zoning Commission meeting will be held on **August 12, 2026 at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

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

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

July 24, 2026

The City Planning and Zoning Commission will hold a public hearing on a request from Ray O'Sullivan for the approval of the following application:

Z-26-10 Rezone: A zoning of 225.66 acres within the Jackson Ranch annexation from Pueblo County into Pueblo City Single-Family Residential (R-2) Zone District.

The Planning and Zoning Commission meeting will be held on **August 12, 2026 at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

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

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

July 24, 2026

The City Planning and Zoning Commission will hold a public hearing on a request from Ray O'Sullivan for the approval of the following application:

Z-26-10 Rezone: A zoning of 225.66 acres within the Jackson Ranch annexation from Pueblo County into Pueblo City Single-Family Residential (R-2) Zone District.

The Planning and Zoning Commission meeting will be held on **August 12, 2026 at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

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

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

July 24, 2026

The City Planning and Zoning Commission will hold a public hearing on a request from Ray O'Sullivan for the approval of the following application:

Z-26-10 Rezone: A zoning of 225.66 acres within the Jackson Ranch annexation from Pueblo County into Pueblo City Single-Family Residential (R-2) Zone District.

The Planning and Zoning Commission meeting will be held on **August 12, 2026 at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

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

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

CASE NUMBER Z-26-10

CERTIFICATION

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

7-28-26 Mailed by Carol

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

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

August 2, 2026

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Mikaylin Hackley

Owner	OwnerStree	OwnerCity	OwnerState	OwnerZip
RJPC RANCH LLC	17 S WAHSATCH AVE	COLORADO SP	CO	80903-3613
ROUGAS NICK S	20 SEPULVEDA DR	PUEBLO	CO	81005-2924
EDWARDS BRIAN	2435 LAKE AVE LOT 7B	PUEBLO	CO	81004-3870
PUEBLO RECREATION INVESTORS LLC	31 N TEJON ST STE 500	COLORADO SP	CO	80903-1514
JACKSON FOUNDATION	318 LA VISTA RD	PUEBLO	CO	81005
NELSON ROBERT L/ NELSON SHARON	5 RANNEY DR	FAIRPORT	NY	14450-9611
MOUNTAIN STATES TELE AND TELE CO	931 14TH ST	DENVER	CO	80202-2994
WESTERN POWER AND GAS CO	PO BOX 1400	RAPID CITY	SD	57709-1400



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 14, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Beritt Odom, Director Planning and Community Development

SUBJECT: AN ORDINANCE AMENDING ZONING RESTRICTIONS TO ZONE 50.03 ACRES OF THE JACKSON RANCH ANNEXATION AREA TO ONE- AND TWO-FAMILY RESIDENTIAL (R-3) ZONE DISTRICT

SUMMARY:

The applicant is requesting to zone 50.03 acres of the Jackson Ranch annexation area from to One- and Two-Family Residential Zone District (R-3) Zone District.

PREVIOUS COUNCIL ACTION:

The entire Jackson Ranch annexation, totaling 591.45 acres, occurred in two phases under Ordinances 10968 and 10969.

BACKGROUND:

The Jackson Ranch Annexation is generally located southwest of the El Camino Subdivision 17th Filing and south of Highway 78. The annexation was completed in two series, totaling 591.45 acres and approved by Ordinances 10968 and 10969. The stated intent for the Jackson Ranch area is to be developed in multiple phases with a mixture of low, medium, and high-density residential uses and supporting civic uses of open space, parks, and schools. All land that is annexed into the City must rezone into one or more City zone districts as a condition of its annexation. As recorded in the annexation agreement ordinance, the Petitioner made their intention known to zone the newly annexed area into four different zone districts: A-1, A-4, R-2, and R-3. The agreement states that "if the Property is not so zoned, no building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within any part of the Property," thus the property owner has submitted rezoning requests Z-26-08, 09, 10, and 11 to implement the four zone districts intended for the area.

This rezoning request is for 50.03 acres to be zoned as One- and Two-Family Residential (R-3) Zone District. The standards of the R-3 zone district require minimum

lot sizes of 4,000 sq. ft., but maybe require larger lots for higher-density housing structures. Both one- and two-family homes are uses by right in this zone district, and multifamily development can be entertained as a use-by-review, meaning that a Special Use Permit can be requested through the Zoning Board of Appeals, who can enforce reasonable conditions on development plans to mitigate externalities for land uses not typically allowed in the district. The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Special Development Area. The Special Development Area classification describes land adjacent to Pueblo City limits as is with the 3-Mile Annexation Plan boundary. The Special Development Area is intended to allow flexibility to determine the most appropriate zoning at the time of annexation. The proposed R-3 Zone District would align this portion of the development most closely with the Suburban Neighborhood future land use designation, which is characterized by low-density housing supported by neighborhood-serving civic uses like parks and schools.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their August 12, 2026, Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

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

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

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Z-26-11 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO
ZONE 50.03 ACRES OF THE JACKSON RANCH ANNEXATION
AREA TO ONE- AND TWO-FAMILY RESIDENTIAL (R-3) ZONE
DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby zoned to One- and Two-Family Residential (R-3) Zone District:

A TRACT OF LAND BEING A PORTION OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED ON THE WESTERLY END BY A 3-1/4" ALUMINUM CAP STAMPED " T21S R65W ¼ SEC 18 SEC 17 1993 PLS 25948" 0.9' ABOVE GRADE AND AT THE EASTERLY END BY 3-1/4" ALUMINUM CAP STAMPED " COLORADO REGISTERED LS 12933 T 21S R65W C ¼ S17 2003" AT GRADE, ASSUMED TO BEAR N89°29'49"E A DISTANCE OF 2,641.73 FEET.

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, THENCE N 89° 55' 15" E ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20 A DISTANCE OF 563.53 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 89° 55' 15" E ON SAID NORTH LINE A DISTANCE OF 2,066.80 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 20; THENCE N 89° 53' 32" E ON THE NORTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 280.75 FEET; THENCE S 42° 31' 38" W A DISTANCE OF 1,715.14 FEET; THENCE S 39° 39' 54" W A DISTANCE OF 70.09 FEET; THENCE S 42° 31' 38" W A DISTANCE OF 299.17 FEET; THENCE S 02° 28' 22" E A DISTANCE OF 9.19 FEET; THENCE S 42° 31' 38" W A DISTANCE OF 78.50 FEET; THENCE N 47° 28' 22" W A DISTANCE OF 649.00 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 46° 17' 49", A RADIUS OF 1,250.00 FEET, A DISTANCE OF 1,010.04 FEET; THENCE N 01° 10' 33" W A DISTANCE OF 267.89 FEET TO THE POINT OF BEGINNING. CONTAINING CALCULATED AREA OF 2,179,427 SQUARE FEET OR 50.033 ACRES.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent

with the intent of the Ordinance to implement the policies and procedures described herein.

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on August 24, 2026.

Final adoption of Ordinance by City Council on September 14, 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

ZONING EXHIBIT

A PORTION OF THE SOUTH HALF OF SECTION 20,
TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
COUNTY OF PUEBLO, STATE OF COLORADO

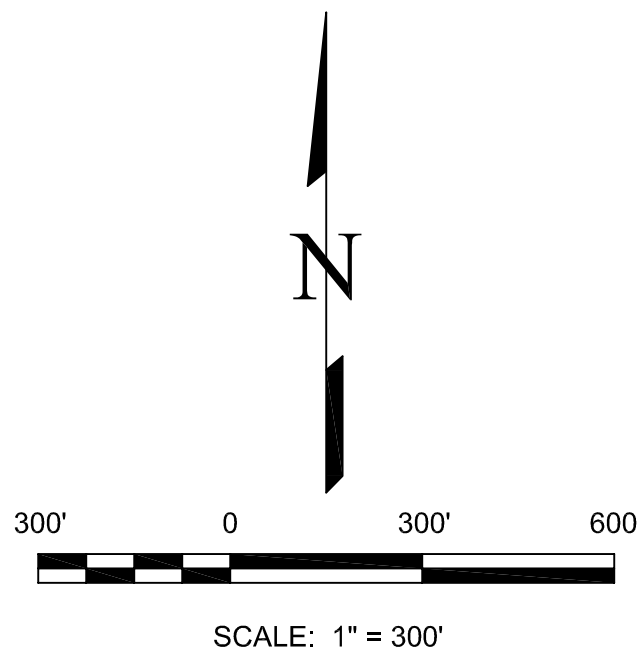
LEGAL DESCRIPTION: REZONE TO R-3

A TRACT OF LAND BEING A PORTION OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

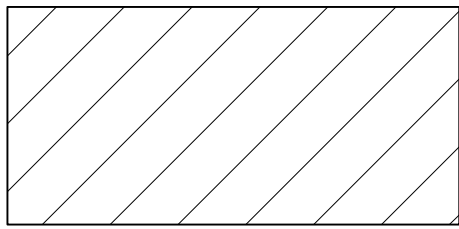
BASIS OF BEARINGS: THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED ON THE WESTERLY END BY A 3-1/4" ALUMINUM CAP STAMPED "T21S R65W 1/4 SEC 18 SEC 17 1993 PLS 25948" 0.9' ABOVE GRADE AND AT THE EASTERLY END BY 3-1/4" ALUMINUM CAP STAMPED "COLORADO REGISTERED LS 12933 T 21S R65W C 1/4 S17 2003" AT GRADE, ASSUMED TO BEAR N89°29'49"E A DISTANCE OF 2,641.73 FEET.

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, THENCE N 89° 55' 15" E ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20 A DISTANCE OF 563.53 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 89° 55' 15" E ON SAID NORTH LINE A DISTANCE OF 2,066.80 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 20; THENCE N 89° 53' 32" E ON THE NORTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 280.75 FEET; THENCE S 42° 31' 38" W A DISTANCE OF 1,715.14 FEET; THENCE S 39° 39' 54" W A DISTANCE OF 70.09 FEET; THENCE S 42° 31' 38" W A DISTANCE OF 299.17 FEET; THENCE S 02° 28' 22" E A DISTANCE OF 9.19 FEET; THENCE S 42° 31' 38" W A DISTANCE OF 78.50 FEET; THENCE N 47° 28' 22" W A DISTANCE OF 649.00 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 46° 17' 49", A RADIUS OF 1,250.00 FEET, A DISTANCE OF 1,010.04 FEET; THENCE N 01° 10' 33" W A DISTANCE OF 267.89 FEET TO THE POINT OF BEGINNING.

CONTAINING CALCULATED AREA OF 2,179,427 SQUARE FEET OR 50.033 ACRES.



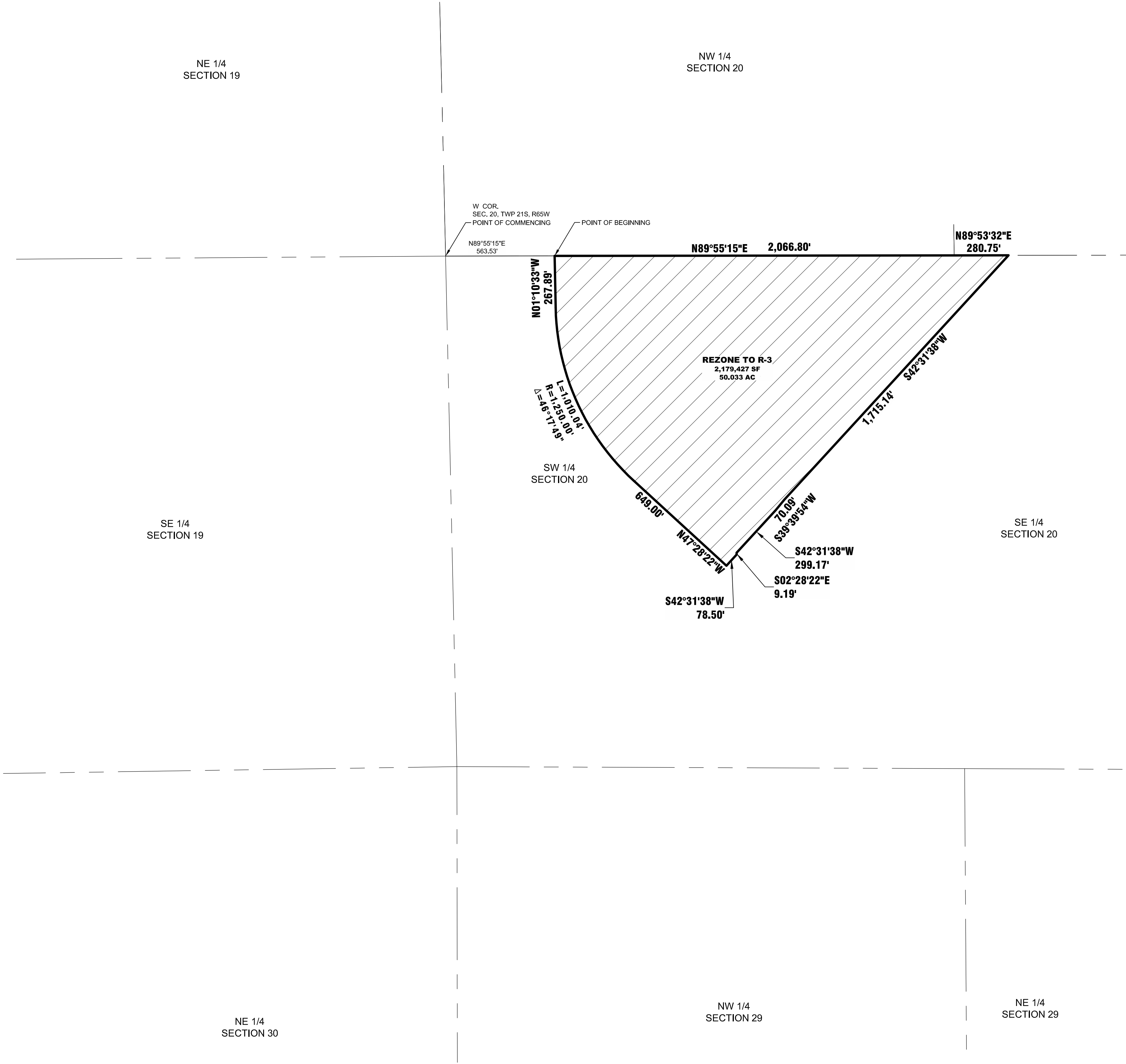
LEGEND:



AREA A1, LARGE AGRICULTURAL TO BE REZONED R-3 (ONE AND TWO- FAMILY RESIDENTIAL DISTRICT)

NOTICE:

ACCORDING TO COLORADO LAW YOU **MUST** COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

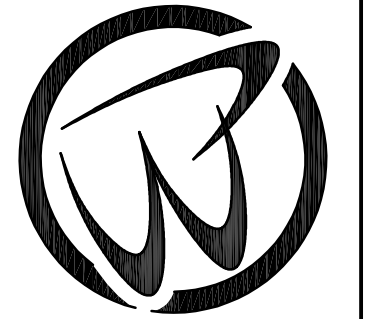


REVISIONS		DESCRIPTION	DATE
NO.			

**EDWARD-JAMES
SURVEYING, INC.**

926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206

4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247



ZONING EXHIBIT

A PORTION OF THE SOUTH HALF OF SECTION 20,
TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
COUNTY OF PUEBLO, STATE OF COLORADO

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1" = 300'
JOB NO.	2567-00
DATE CREATED	4-11-25
DATE ISSUED	5-14-25
SHEET NO	1 OF 1

Mike Castellucci
Chair

Brett Boston
Vice Chair
City Council Representative

Elizabeth Bailey



Alexandra Aznar

Cheryl Spinuzzi

Jane Cawfield

James Salazar

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, August 12, 2026, 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30p.m. with Chairman Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Alexandra Aznar, Elizabeth Bailey, Cheryl Spinuzzi, and James Salazar. Brett Boston attended virtually via Zoom.

Commissioner(s) Absent:

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

Staff Members Absent:

Approval of the Agenda: Bailey moved to approve the agenda, seconded by Salazar.

Motion Passed: 7-0

Public Meeting: N/A

Public Hearing:

Z-26-11 Rezone: A zoning of 50.03 acres within the Jackson Ranch annexation from Pueblo County into Pueblo City One- and Two-Family Residential Zone District (R-3) Zone District. Staff report by Mikaylin Hackley, Senior Planner.

Hearing: Applicant Craig Dossey was sworn in and spoke in favor of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the application for approval, seconded by Salazar.

Motion Passed: 7-0

Mike Castellucci
Chair

Brett Boston
Vice Chair
City Council Representative

Elizabeth Bailey



Planning & Zoning Commission

Alexandra Aznar

Cheryl Spinuzzi

Jane Cawfield

James Salazar

Z-26-11

August 12, 2026

TO: City of Pueblo Planning and Zoning Commission
FROM: Mikaylin Hackley, Senior Planner
THROUGH: Beritt Odom, Director of Planning and Community Development
SUBJECT: Zoning of Jackson Ranch Annexation Area
APPLICANT: Craig Dossey
PROPERTY OWNER: Ray O'Sullivan, RJPC Ranch LLC
LOCATION: Generally located south of the Southside Landfill and adjacent to State Highway 78
CONCURRENT REQUESTS: Z-26-08, Z-26-09, Z-26-10

REQUEST:

A zoning of 50.03 acres within the Jackson Ranch annexation from Pueblo County into Pueblo City One- and Two-Family Residential Zone District (R-3) Zone District.

BACKGROUND AND ANALYSIS:

The Jackson Ranch Annexation is generally located southwest of the El Camino Subdivision 17th Filing and south of Highway 78. The annexation was completed in two series, totaling 591.45 acres and approved by Ordinances 10968 and 10969. The stated intent for the Jackson Ranch area is to be developed in multiple phases with a mixture of low, medium, and high-density residential uses and supporting civic uses of open space, parks, and schools. All land that is annexed into the City must rezone into one or more City zone districts as a condition of its annexation. As recorded in the annexation agreement ordinance, the Petitioner made their intention known to zone the newly annexed area into four different zone districts: A-1, A-4, R-2, and R-3. The agreement states that "if the Property is not so zoned, no building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within any part of the Property," thus the property owner has submitted rezoning requests Z-26-08, 09, 10, and 11 to implement the four zone districts intended for the area.

This rezoning request is for 50.03 acres to be zoned as One- and Two-Family Residential (R-3) Zone District. The standards of the R-3 zone district require minimum lot sizes of 4,000 sq. ft., but maybe require larger lots for higher-density housing structures. Both one- and two-family homes are uses by right in this zone district, and multifamily development can be entertained as a use-by-review, meaning that a Special Use Permit can be requested through the Zoning Board of Appeals, who can enforce reasonable conditions on development plans to mitigate externalities for land uses not typically allowed in the district. The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Special Development Area. The Special Development Area classification describes land adjacent to Pueblo City limits as is with the 3-Mile Annexation Plan boundary.

The Special Development Area is intended to allow flexibility to determine the most appropriate zoning at the time of annexation. The proposed R-3 Zone District would align this portion of the development most closely with the Suburban Neighborhood future land use designation, which is characterized by low-density housing supported by neighborhood-serving civic uses like parks and schools.

SITE CHARACTER AND COMPATIBILITY

Site Character:	The site is undeveloped.
Neighborhood Compatibility:	North: Multiple-Residential and Commercial (R-6) Zone District, undeveloped East: Pueblo County Large Agriculture (A-1) Zoning, undeveloped South: Proposed City Agricultural One (A-1) Zoning, undeveloped West: Proposed City Single-Family Residential (R-2) Zoning, undeveloped
Comprehensive Plan Compliance:	The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Special Development Area. The Special Development Area classification describes land adjacent to Pueblo City limits as is with the 3-Mile Annexation Plan boundary. The Special Development Area is intended to allow flexibility to determine the most appropriate zoning at the time of annexation.

ZONING AMENDMENT TEST

The standard for accepting an amendment to the zoning map is that the proposed zoning action must either:

1) Further the goals and objectives of the comprehensive land use plan, or
☐ Comments Not applicable
2) Show that the area has changed significantly since the adoption of the comprehensive land use plan
☐ Comments The area was recently annexed and must now be zoned into a City zone district.
3) Show that there was a mistake or error made in the original zoning of the property.
☐ Comments Not Applicable

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

The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application
☐ Comments The application contains the required information.
The interest of the applicant and the interest of the person, firm or corporation represented by the applicant, be it legal, sales development, operation, or other interest.
☐ Comments The application contains the required information.
The nature of the amendment and a legal description of the property that would be affected by the amendment.
☐ Comments The application contains the required information.
A statement of the facts which the applicant believes justify the amendment; provided; however, that when any amendment changing the zoning map is requested, the following additional information shall be furnished:
☐ Comments The application contains the required information.
A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect, and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

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

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

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

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

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

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

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

CONTEXT OF ZONE DISTRICT REQUIREMENTS PER §17-4-51(a)(6) OF THE PMC:

R-3 Zone District Standards:

Purpose. The standards of this district (R-3) are designed to retain and provide areas of higher density development characterized by single-family and two-family dwelling unit structures.

RECOMMENDED ACTION:

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

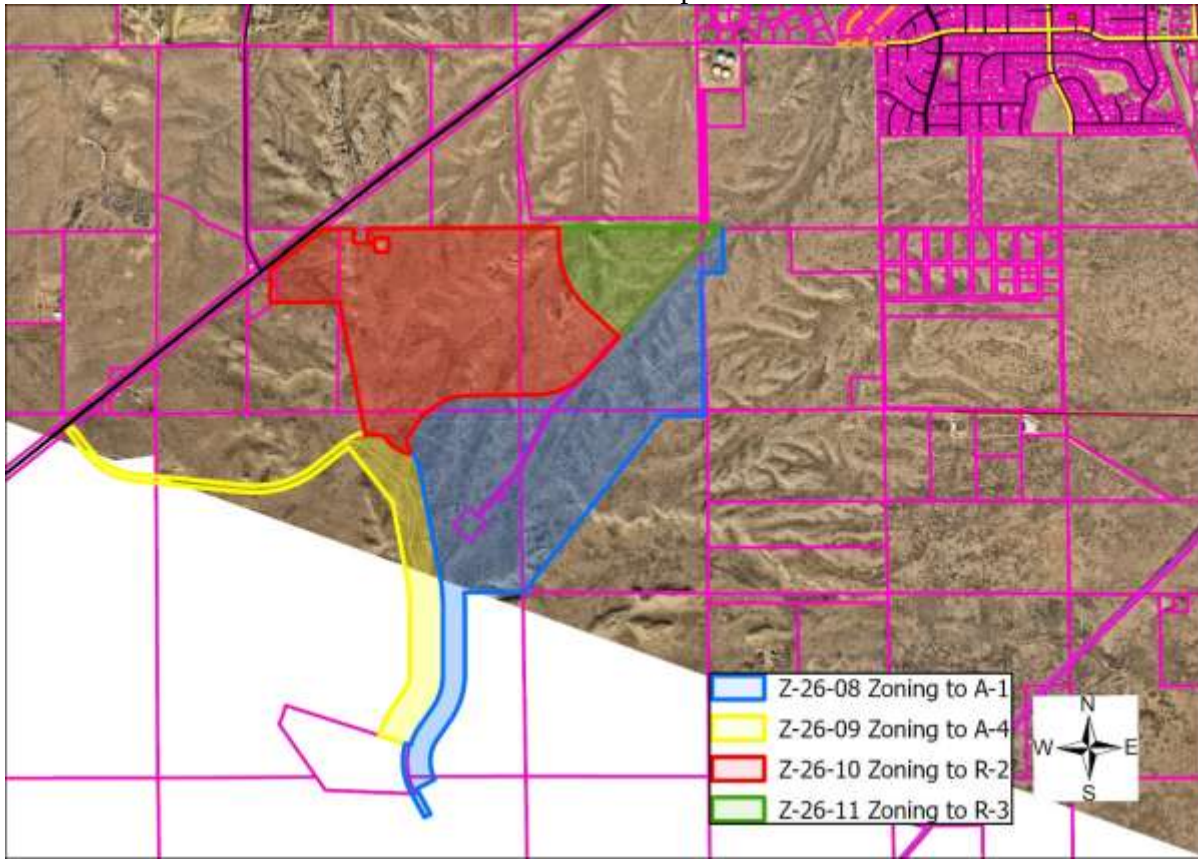
REFERRAL AGENCIES AND COMMENTS:

- | | |
|---|------------|
| • City Public Works | No comment |
| • City Transportation | No comment |
| • City Law Department | No comment |
| • Southern Colorado Building Department | No comment |
| • City Fire Department | No comment |
| • City Wastewater | No comment |
| • City Stormwater | No comment |
| • City Parks and Recreation Department | No comment |
| • Xcel Energy | No comment |
| • Black Hills Energy | No comment |
| • CDOT | No comment |

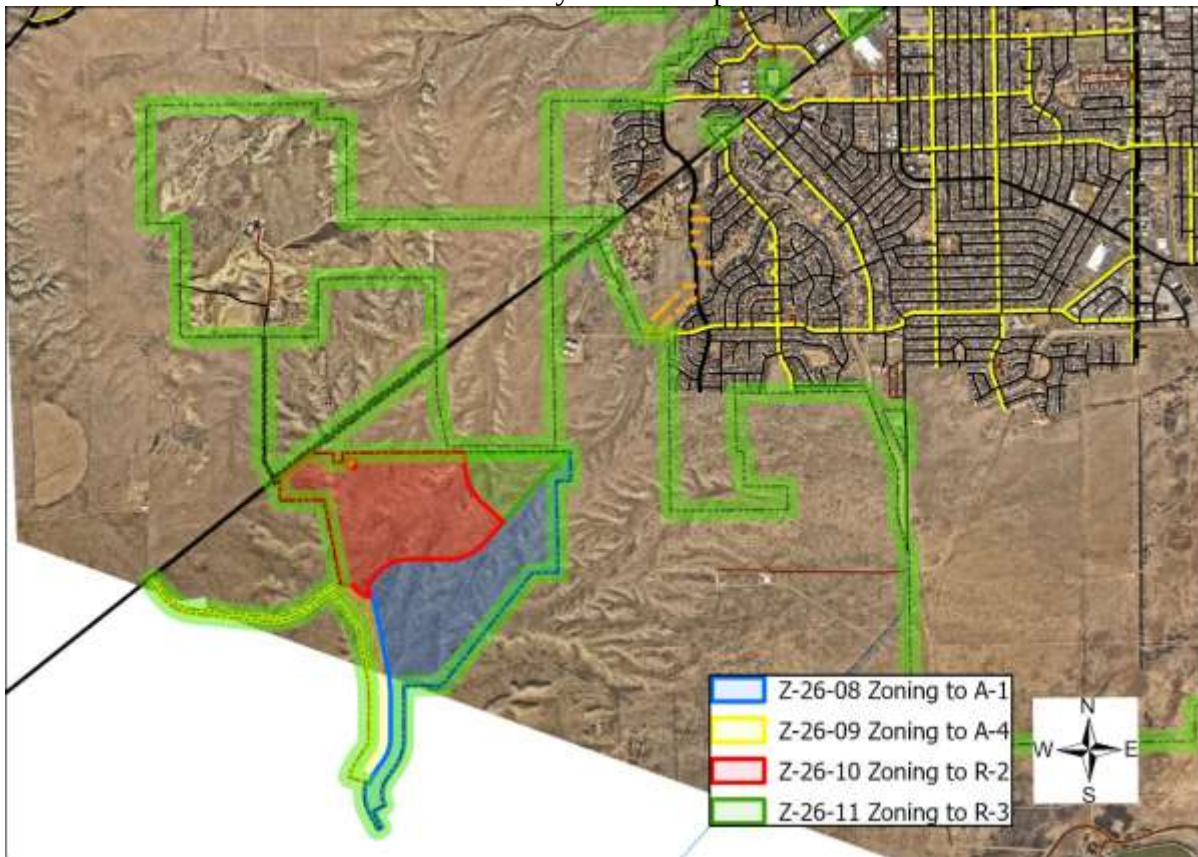
ATTACHMENTS:

- A. Aerial Map
- B. City Limits Map
- C. Zoning Map
- D. Comprehensive Plan Map
- E. Public Notice Photo
- F. Rezoning Exhibit
- G. Supporting Documents

A. Aerial Map



B. City Limits Map



E. Public Notice Photo



F. Rezoning Exhibit & G. Supporting Documents

ZONING EXHIBIT

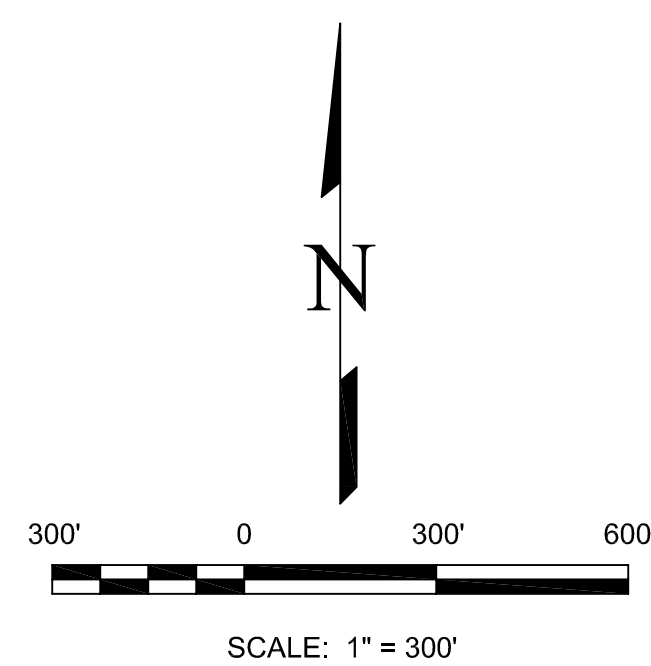
A PORTION OF THE SOUTH HALF OF SECTION 20,
TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH J

A TRACT OF LAND BEING A PORTION OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

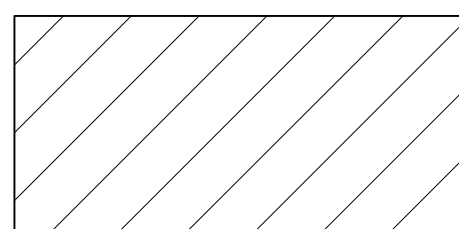
BASIS OF BEARINGS: THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED ON THE WESTERLY END BY A 3-1/4" ALUMINUM CAP STAMPED: T21S R65W ¼ SEC 18 SEC 17 1993 PLS 25048' 0.9' ABOVE GRADE AND AT THE EASTERLY END BY 3-1/4" ALUMINUM CAP STAMPED: COLORADO REGISTERED LS 12933 T 21S R65W C ¼ S17 2003' AT GRADE, ASSUMED TO BEAR N89°29'49"E A DISTANCE OF 2,641.73 FEET.

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, THENCE N 89° 55' 15" E ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20 A DISTANCE OF 563.53 FEET TO THE POINT OF BEGINNING; THENCE SOUTHWEST N 89° 55' 15" E ON SAID NORTH LINE A DISTANCE OF 2,066.80 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 20; THENCE N 89° 53' 32" E ON THE NORTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 280.75 FEET; THENCE S 42° 31' 38" W A DISTANCE OF 1,715.14 FEET; THENCE S 39° 39' 34" W A DISTANCE OF 70.09 FEET; THENCE S 42° 31' 38" W A DISTANCE OF 299.17 FEET; THENCE S 02° 22' 22" E A DISTANCE OF 9.19 FEET; THENCE S 42° 31' 38" W A DISTANCE OF 78.50 FEET; THENCE N 47° 28' 22" W A DISTANCE OF 640.00 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 46° 17' 49", A RADIUS OF 1,250.00 FEET, A DISTANCE OF 1,010.04 FEET; THENCE N 01° 10' 33" W A DISTANCE OF 267.89 FEET TO THE POINT OF BEGINNING.

CONTAINING CALCULATED AREA OF 2,179,427 SQUARE FEET OR 50.033 ACRES



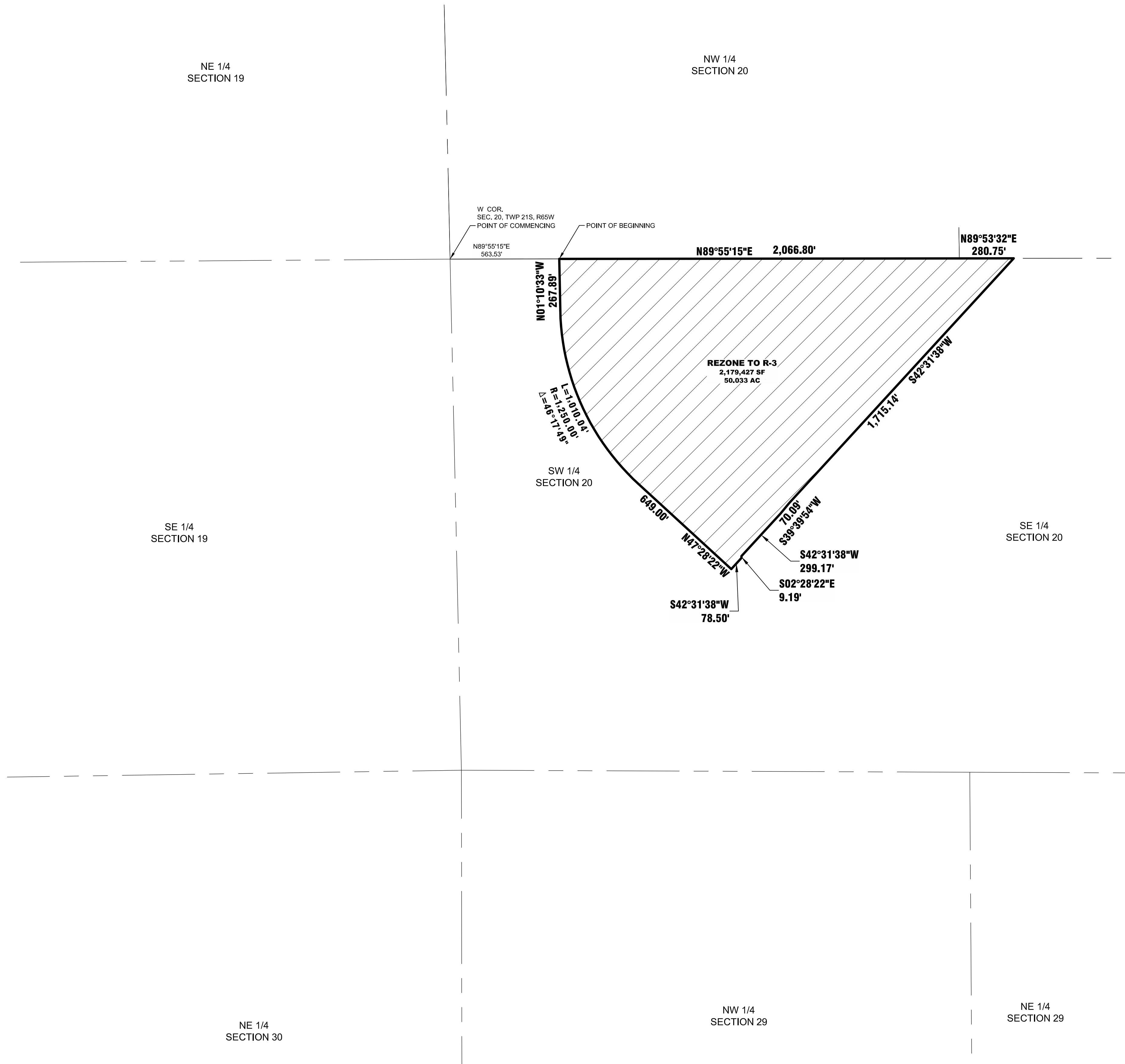
LEGEND:



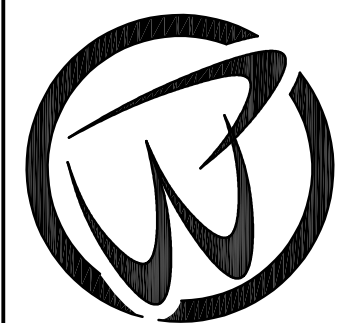
AREA A1, LARGE AGRICULTURAL TO BE REZONED R-3 (ONE AND TWO- FAMILY RESIDENTIAL DISTRICT)

NOTICE:

ACCORDING TO COLORADO LAW YOU **MUST** COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

[illegible]

**EDWARD-JAMES
SURVEYING, INC.**
926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206



ZONING EXHIBIT

A PORTION OF THE SOUTH HALF OF SECTION 20,
TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
COUNTY OF PUEBLO, STATE OF COLORADO

DRAWN BY	JWT
CHECKED BY	ERF

H-SCALE 1" = 300'

JOB NO. 2567-00

DATE CREATED	4-11-25
DATE ISSUED	5-14-25
SHEET NO	1 OF 1

Jackson Ranch

R-2, R-3, A-1 and A-4 Rezoning Application

City of Pueblo, Colorado

Project Description

May 11, 2026

RJPC Ranch, LLC
17 S. Wahsatch Avenue
Colorado Springs, CO 80903

OWNER: RJPC Ranch, LLC
17 S. Wahsatch Avenue
Colorado Springs, CO 80903

PLANNER: Vertex Consulting Services, LLC
5825 Delmonico Drive, Suite 320
Colorado Springs, CO 80919
303-906-8800
craig.dossey@vertexcoss.com

PROPERTY LOCATION: South of Highway 78 near the planned future interchange of Lake Avenue and Highway 78.

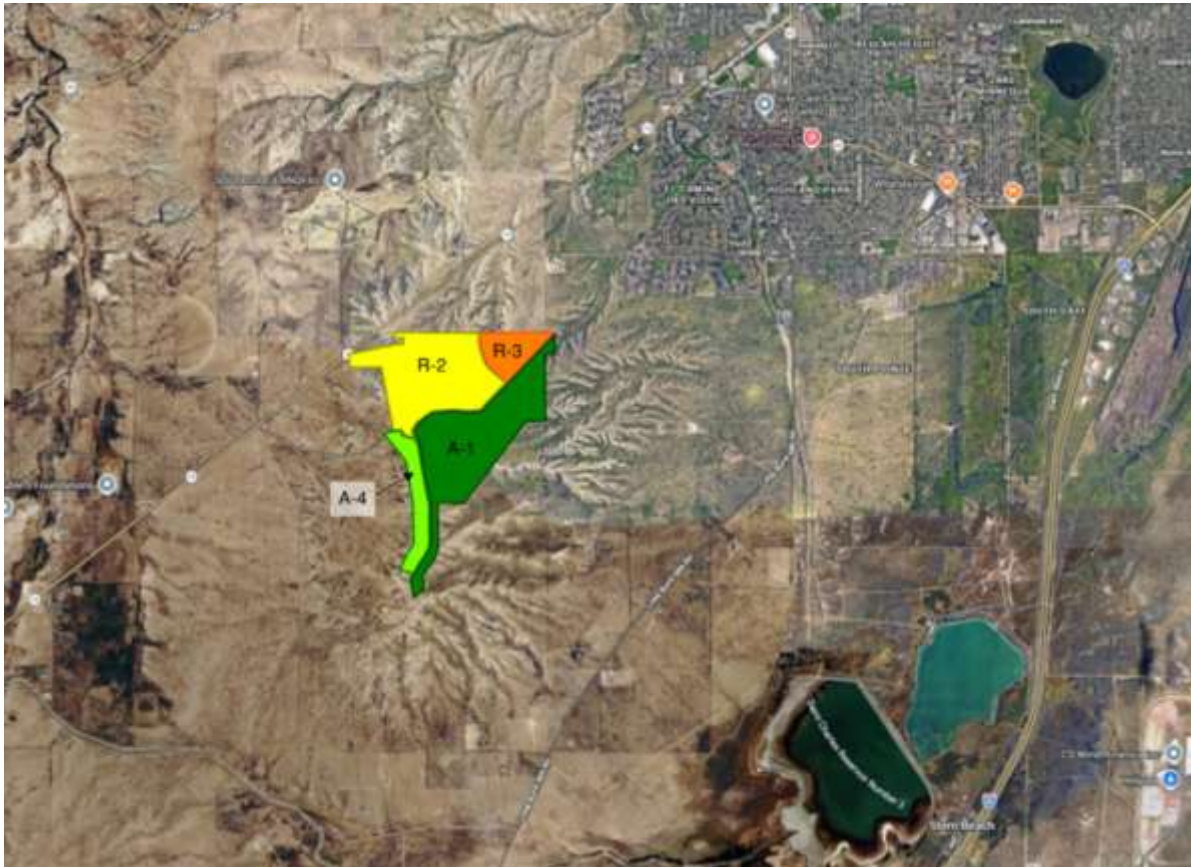
TAX SCHEDULE NOS: 15200000121, 1520000023, and portions of 1500000167, 1500000197, 1519000012, and 1519000018

Project Description

The approximately 579.773-acre property was recently approved for annexation into the City of Pueblo via the Jackson Ranch Annexation Nos. 1 and 2. Pursuant to the associated annexation agreement, the owner is requesting rezoning of all portions of the annexed area as follows: the northwestern 225.658 acres to R-2 (Single Family Residential), the northeastern 50.033 acres to R-3 (One and Two Family Residential), the southwestern 54.974 acres to A-4 (Agricultural Four), and the southeastern 249.108 acres to A-1 (Agricultural One) as a holding zone. The proposed development is planned to include a mix of residential housing, ranging from estate-style lots within the A-4 zone district to more dense one and two family dwellings in the R-3 zoned district. No development is planned at this time for the portion of the property within the A-1 proposed zone district. The applicant acknowledges that this portion will need to be rezoned prior to allowing for future development as required in the associated annexation agreement.

Vicinity Map

Please see below for the project vicinity map.



Compatibility and Justification for Rezoning

The land surrounding the development is generally vacant and rural/agricultural in nature. South, east and west of the property is vacant unincorporated land zoned by Pueblo County as Agricultural One (A-1). North is the proposed Pueblo Recreation development, which was also recently annexed into the City of Pueblo and is proposed to include a mix of land uses, including commercial, residential, and an RV Park.

Due to the minimal amount of developed land immediately adjacent to Jackson Ranch, the proposed development would not be incompatible with any existing adjacent land uses and in fact would help support the planned commercial within the Pueblo Recreation development near the Highway 78 and Lake Avenue intersection. In addition, the City of Pueblo has planned for the extension of Lake Avenue, a major arterial roadway, to bisect

the subject property from north to east thereby creating a significant access corridor through the development. The proposed residential development would provide a variety of housing for the City and are anticipated to be included in a new Colorado Revised Statutes Title 32 Special District, which is proposed to help fund many of the major infrastructure improvements needed to serve the development, including the extension of Lake Avenue through the property.

The plan for residential development pursuant to the R-2 and R-3 zone districts within Jackson Ranch represents a continuation of the existing suburban residential development pattern in this area of the City, including within the nearby Ventana and El Camino subdivision located to the northeast. In addition, residential estate-style development in the A-4 zone district will be compatible with and provide a density transition between the planned suburban residential development in Jackson Ranch and any future development of the adjacent portions of unincorporated land within Pueblo County, most of which is currently under the same ownership as the subject property.

Traffic Impacts

A traffic impact study was performed in association with the preceding annexation of the property. That study has been submitted in support of this proposed rezoning request.

Wastewater

A sanitary sewer impact report was provide in support of the associated annexation of the property. That report has been submitted with this proposed rezoning request.

Compliance with 2022 Pueblo Regional Development Plan

The 2022 Pueblo Regional Development Plan includes a number of goals and policies in support of the proposed rezoning request. Below is an analysis of a small selection of those goals and policies that appear to be particularly pertinent to the request.

Lifestyle and Housing

Guiding Principle 1 of the 2022 Pueblo Regional Development Plan states:

“Diversify Lifestyles, Attainable Housing Options”

The planned residential development will offer a variety of housing options pursuant to the R-2, R-3 and A-4 zoning. The intent is to create a well-planned neighborhood featuring new housing stock and a number of unique estate-style lots with unprecedented view of the

Front Range from one of the highest points in Pueblo. Adding much needed new housing stock to the local Pueblo market will help attract buyers to the Pueblo area, particularly as the City continues to attract major employers to the area.

Higher-Density Housing to Support Major Commercial Areas

Policy 1.1.7: Higher-Density Housing further supports the proposed rezoning requests by stating that the region should “Encourage the development of higher-density housing options...along major corridors to create additional vitality and economic activity with major commercial areas...” Highway 78, located just north of the development, is already a major corridor in the region and the long-range transportation plans for the City and County call for Lake Avenue to be a de facto ring road in the region. The proposed rezoning request would allow for future development of mid and higher-density housing near existing commercial nodes in the City of Pueblo, specifically at the intersection of Pueblo Boulevard and Northern Avenue, as well as at the planned commercial node within the Pueblo Recreation development located immediately north of the property.

July 24, 2026

The City Planning and Zoning Commission will hold a public hearing on a request from Ray O'Sullivan for the approval of the following application:

Z-26-11 Rezone: A zoning of 50.03 acres within the Jackson Ranch annexation from Pueblo County into Pueblo City One- and Two-Family Residential Zone District (R-3) Zone District.

The Planning and Zoning Commission meeting will be held on **August 12, 2026 at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

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

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

July 24, 2026

The City Planning and Zoning Commission will hold a public hearing on a request from Ray O'Sullivan for the approval of the following application:

Z-26-11 Rezone: A zoning of 50.03 acres within the Jackson Ranch annexation from Pueblo County into Pueblo City One- and Two-Family Residential Zone District (R-3) Zone District.

The Planning and Zoning Commission meeting will be held on **August 12, 2026 at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

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

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

July 24, 2026

The City Planning and Zoning Commission will hold a public hearing on a request from Ray O'Sullivan for the approval of the following application:

Z-26-11 Rezone: A zoning of 50.03 acres within the Jackson Ranch annexation from Pueblo County into Pueblo City One- and Two-Family Residential Zone District (R-3) Zone District.

The Planning and Zoning Commission meeting will be held on **August 12, 2026 at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

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

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

July 24, 2026

The City Planning and Zoning Commission will hold a public hearing on a request from Ray O'Sullivan for the approval of the following application:

Z-26-11 Rezone: A zoning of 50.03 acres within the Jackson Ranch annexation from Pueblo County into Pueblo City One- and Two-Family Residential Zone District (R-3) Zone District.

The Planning and Zoning Commission meeting will be held on **August 12, 2026 at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

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

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

CASE NUMBER Z-26-11

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located at Jackson Ranch R-3 to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

7-28-26 Mailed by Carol

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located at Jackson Ranch R-3, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

August 2, 2026

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Mikaylin Hackley

Owner	OwnerStreet	OwnerCity	OwnerState	OwnerZip
RJPC RANCH LLC	17 S WAHSATCH AVE	COLORADO SPRINGS	CO	80903-3613
PUEBLO RECREATION INVESTORS	31 N TEJON ST STE 500	COLORADO SPRINGS	CO	80903-1514
EVERHART J F JR/EVERHART R E	50 CLUB HOUSE RD	KEY LARGO	FL	33037-3600
WESTERN POWER AND GAS CO	PO BOX 1400	RAPID CITY	SD	57709-1400



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 14, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Beritt Odom, Director Planning and Community Development

SUBJECT: AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 0.29 ACRES AT 1209 NEVADA AVE FROM A HIGHWAY AND ARTERIAL BUSINESS (B-3) ZONE DISTRICT TO A MIXED RESIDENTIAL (R-4) ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone 0.29 acres at 1209 Nevada Ave. from a Highway and Arterial Business (B-3) Zone District to a Mixed Residential (R-4) Zone District to facilitate residential development.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The proposed rezoning is located at the northeast corner of Nevada Ave. and California St. east of Lake Minnequa. The northern portion of the property is currently zoned Highway and Arterial Business (B-3), while the southern portion is zoned Mixed Residential (R-4). The B-3 Zone District is intended to provide business and services along highway and arterial streets. The District allows ample uses-by right that are primarily commercial in nature. In contrast, the R-4 Zone District is primarily intended for residential use. Single-family residences, duplexes, ADUs, and multi-family residences are all allowed by-right in the R-4 zone district. Only a few business and service-oriented uses are allowed. The applicant wishes to develop their entire ownership for a single-family residence and repurpose the existing structure into their residential garage.

The 2022 Pueblo Regional Comprehensive Plan designates this area as a Neighborhood Mixed-Use, characterized by small-scale commercial activities that service adjacent residences with everyday needs. Both residential and small-scale commercial uses are typical within the Neighborhood Mixed-Use. The areas to the west

and south of the subject property are home to an auto shop, bar, trailer park, and Christlife Ministries. The areas north and east are developed with single-family residences. Thus, the residential uses allowed within the R-4 Zone District are compatible with the Neighborhood Mixed-Use characteristic.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their August 12, 2026, Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

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

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

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be rezoned in accordance with the Pueblo Municipal Code. Half of the subject property will remain in a B-3 Zone District while the other half will be in an R-4 Zone District.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Z-26-13 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO
REZONE 0.29 ACRES AT 1209 NEVADA AVE FROM A
HIGHWAY AND ARTERIAL BUSINESS (B-3) ZONE DISTRICT
TO A MIXED RESIDENTIAL (R-4) ZONE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from Highway and Arterial Business (B-3) Zone District to a Mixed Residential (R-4) Zone District:

Lots 9-13, Block 11, East Lake Re-Subdivision

SECTION 2.

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

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on August 24, 2026.

Final adoption of Ordinance by City Council on September 14, 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



Rezone Lots 9-13, Block 11, East Lake Re-Subdivision from B-3 to R-4



Mike Castellucci
Chair

Brett Boston
Vice Chair
City Council Representative

Elizabeth Bailey



Alexandra Aznar

Cheryl Spinuzzi

Jane Cawlfeld

James Salazar

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, August 12, 2026, 3:30 p.m.

City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30p.m. with Chairman Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Alexandra Aznar, Elizabeth Bailey, Cheryl Spinuzzi, and James Salazar. Brett Boston attended virtually via Zoom.

Commissioner(s) Absent:

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

Staff Members Absent:

Approval of the Agenda: Bailey moved to approve the agenda, seconded by Salazar.

Motion Passed: 7-0

Public Meeting: N/A

Public Hearing:

Z-26-13 Rezone: A rezoning of 0.29 acres at 1209 Nevada Ave. from a Highway and Arterial Business (B-3) to a Mixed Residential (R-4) Zone District to facilitate residential development. Staff Report by Hannah Prinzi, Planner.

Hearing: Applicant Efren Martinez-Cortez was sworn in and spoke in favor of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the application for approval, seconded by Salazar.

Motion Passed: 7-0

Z-26-13

TO: City of Pueblo, Planning and Zoning Commission

FROM: Hannah Prinzi, Planner

THROUGH: Beritt Odom, Director of Planning and Community Development

DATE: August 12, 2026

SUBJECT: Rezone from a Highway and Arterial Business (B-3) Zone District to a Mixed Residential (R-4) Zone District

APPLICANT: Efren Martinez-Cortez

PROPERTY OWNER: Efren Martinez-Cortez

LOCATION: 1209 Nevada Ave.

CONCURRENT REQUESTS: N/A

REQUEST: Rezone 0.29 acres at 1209 Nevada Ave. from a Highway and Arterial Business (B-3) Zone District to a Mixed Residential (R-4) Zone District to facilitate residential development.

BACKGROUND AND ANALYSIS:

The applicant is requesting to rezone 0.29 acres at 1209 Nevada Ave. from a Highway and Arterial Business (B-3) Zone District to a Mixed Residential (R-4) Zone District to facilitate residential development. The proposed rezoning is located at the northeast corner of Nevada Ave. and California St. east of Lake Minnequa. The subject property was annexed into the City limits as part of the Lake Minnequa Annexation in 1972. Some time since, the northern portion of the property was zoned B-3, while the southern portion was zoned R-4. Now, the applicant and owner intend to develop the entire property for residential use.

The Highway and Arterial Business (B-3) Zone District is intended to provide business and services along highway and arterial streets. The District allows ample uses by-right (adult day care, bar, hospital, and truck stop), uses by-review (automobile body shop, warehousing, multifamily residences, storage facility, and tow service), and conditional uses (rental shop, veterinary clinic) that are primarily commercial in nature. In contrast, the Mixed Residential (R-4) Zone District is primarily intended for residential use. Single-family residences, duplexes, ADUs, and multi-family residences are all allowed by-right in the R-4. Only a few business and service-oriented uses are allowed, and most are uses by-review that require approval by the Zoning Board of Appeals.

The 2022 Regional Comprehensive Plan designates this area as a Neighborhood Mixed-Use, characterized by small-scale retail and commercial activities that supports adjacent residences with everyday needs. Both residential and small-scale commercial uses are typical within the Neighborhood Mixed-Use. For instance, the areas to the west and south of the subject property are home to an auto shop, bar, trailer park, and Christlife Ministries. The areas north and east are developed with single-family residences. Most commercial uses are adjacent to Lake Ave. with single-family residences located on either side of the street. Thus, the residential uses allowed within the R-4 Zone District matches the Neighborhood Mixed-Use characteristic. The applicant intends to develop their property with a single-family residence and repurpose the existing structure into their garage.

LAND USE AND PLANNING COMMENTS CHARACTER AND COMPATIBILITY

Site Character:	The site contains an existing structure that the applicant attests they will re-use as a garage. The rest of the parcel is vacant.		
Neighborhood Compatibility:	North	Agricultural (A-4): Single-family residence Single-Family Residential (R-2): Single-family residence	
	East	Central Business (B-4): Vacant lot, bar, automotive repair, single-family residence	
	South	Highway and Arterial Business (B-3): Non-profit organization Multiple-Residential and Commercial (R-6): Trailer park	
	West	Agricultural (A-4): Contractor’s yard, Single-family residence	
Comprehensive Plan Compliance:	The subject site is designated as a Neighborhood Mixed Use, which is characterized by small-scale retail and commercial activities that supports adjacent residences with everyday needs and is within walking or biking distance. Both residential and small-scale commercial uses are typical within the Neighborhood Mixed-Use. The residential uses allowed within the R-4 Zone District meet the intent of the Neighborhood Mixed-Use designation.		

ZONING AMENDMENT TEST

The standard for accepting an amendment to the zoning map is that the proposed zoning action must either:

1) Further the goals and objectives of the comprehensive land use plan, or

☐ Comments

The subject site is designated as a Neighborhood Mixed Use, which is characterized by small-scale retail and commercial activities that supports adjacent residences with everyday needs and is within walking or biking distance. Both residential and small-scale commercial uses are typical within the Neighborhood Mixed-Use. The residential uses allowed within the R-4 Zone District meet the intent of the Neighborhood Mixed-Use designation.

2) Show that the area has changed significantly since the adoption of the comprehensive land use plan

☐ Comments **Not Applicable**

3) Show that there was a mistake or error made in the original zoning of the property.

☐ Comments **Not Applicable**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Purpose of R-4 Zone District Standards:

The standards of this Zone District (R-4) are designed to retain and provide areas with commingling or single-family dwelling units and limited multifamily dwelling unit structures.

REFERRAL AGENCIES AND COMMENTS:

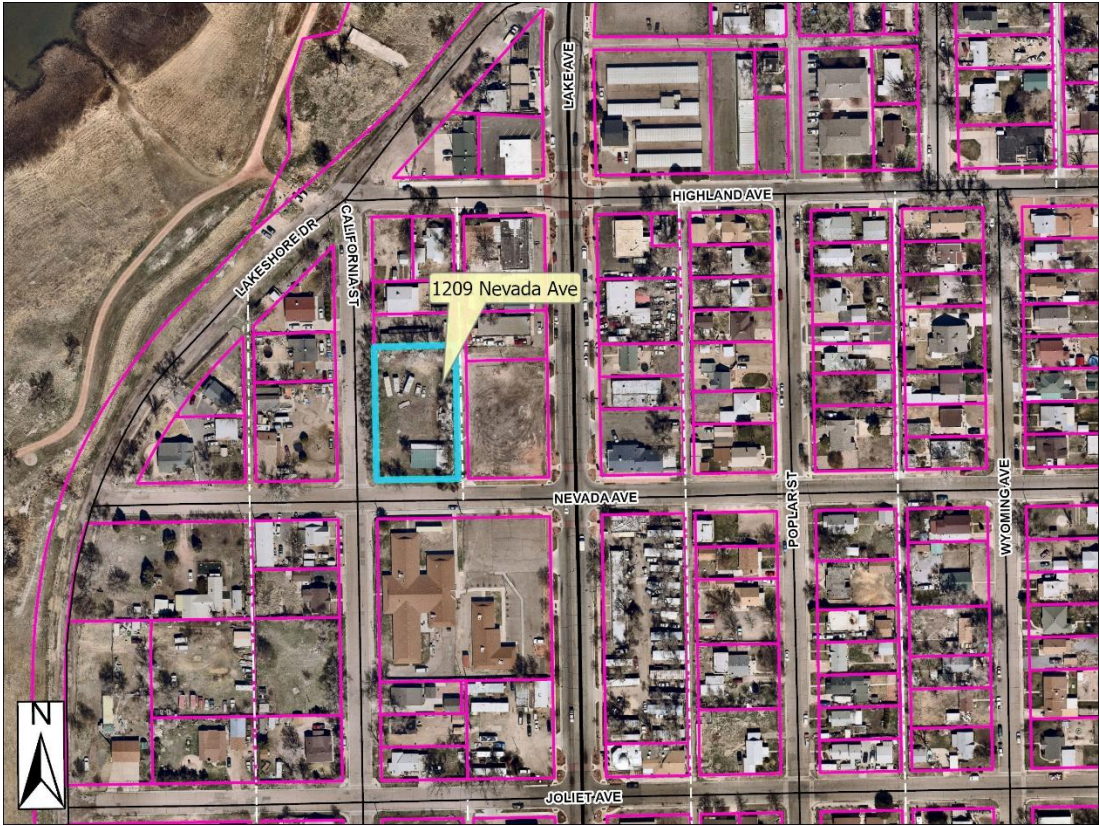
- City Public Works – No Comment
- City Transportation – No Comment
- City Law Department – No Comment
- Southern Colorado Building Department – No Comment
- City Fire Department – No Comment
- City Wastewater – No Comment
- City Stormwater – No Comment
- City Parks and Recreation Department – No Comment
- Xcel Energy – No Comment
- Black Hills Energy– No Comment
- CDOT – No Comment

ATTACHMENTS:

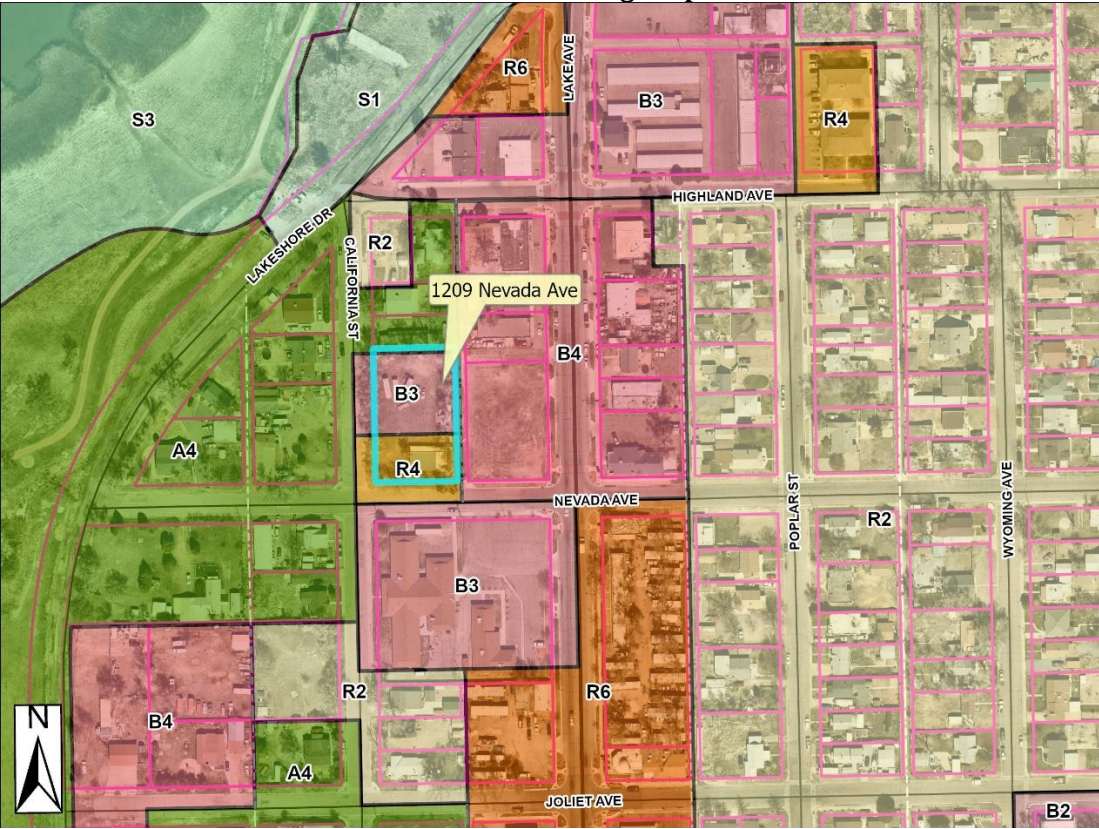
- A. Aerial Photograph**
- B. Zoning Map**
- C. Comprehensive Plan Map**
- D. Poster**
- E. Site Photos**
- F. Supporting Documents: Application, B-3 Info Sheet, R-4 Info Sheet, Zoning Exhibit**

A. Aerial Photograph

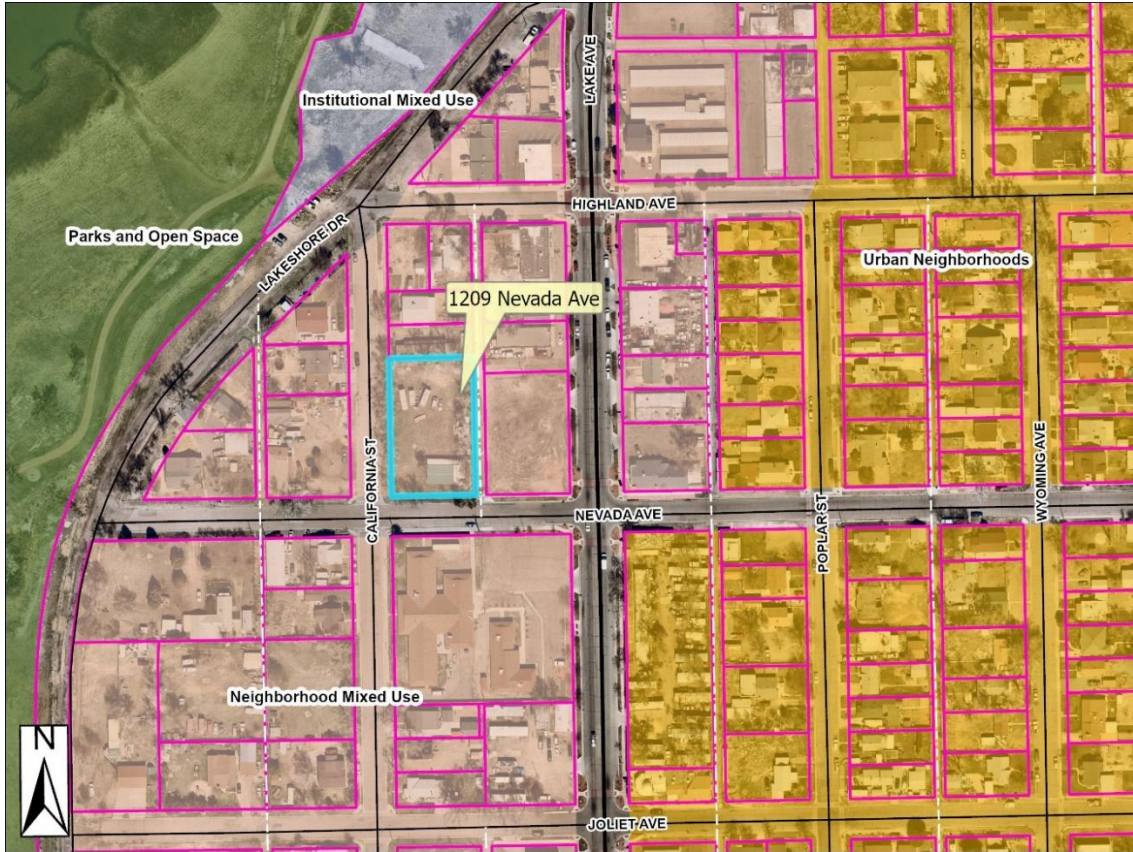




B. Zoning Map



C. Comprehensive Plan Map



D. Public Notice



E. Site Photos



Existing structure, as seen from California St.



Existing structure, as seen from Nevada Ave.



Front yard, as seen from Nevada Ave.

F. Supporting Documents: Application, B-3 Zone District Info Sheet, R-4 Zone District Info Sheet, Zoning Exhibit

To view the Supporting Documents, please see the following pages.

(Continued from previous page)

Statement of Facts:

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

Want to put a single or build a family home.

Description of area surrounding proposed development:

Mixture of Commercial and residential.

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

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

Estimated date for beginning project:

Estimated date for completion of project:

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

☐ All applicable plans and drawings as PDF's

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.
2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.

Property Owner

Print Name: Efren Martinez-Cortez

Signature: *Efren Martinez-Cortez*

Date: 6/5/2024

Applicant, if different from Property Owner

Print Name: Efren Martinez-Cortez

Signature: *Efren Martinez-Cortez*

Date: 6/5/2024

Zoning Compliance (Completed by City Staff)

Application received by:

Date:

Application checked for completeness by:

Date:

Case Manager:

Fee Paid:

Hearing date:

☐ Approved ☐ Denied ☐ Approved w/conditions

Zone District: **B-3 (Highway and Arterial Business District)**

Purpose. The standards of this district (B-3) are intended to provide areas along highways and arterial streets for location of business and services.

Setbacks: Front: 25' Side: 15'* Rear: 15'*

* Does not apply on the portion of the parcel adjacent to another parcel also in a business or Industrial zone. It does apply when the portion of the parcel is adjacent to a residential or special zone (streets and alleys not considered.).

Coverage: 50%
Floor Area Ratio: 1.5
Max. Height: 50' (See Section 17-4-6 for additional setbacks required for structures over 35' in height)

Minimum Lot Width: 50'
Minimum Lot Size: 5,000 Square Feet

Performance standards: § 17-4-5(1).

Outdoor Lighting § 17-4-52 Outdoor Lighting Performance Standards.

Off Street Parking § 17-4-43 Off-street parking non-residential.

Landscape: Required. § 17-4-7

Public Sidewalks: § 17-4-44

Permitted Uses § 17-4-51(c)

Uses by right.

- | | | |
|--|---------------------------------|--------------------------------------|
| 1. Accessory commissary | 17. Blood bank or donor station | 35. General service |
| 2. Accessory community garden | 18. Body art studio | 36. Health club |
| 3. Accessory dwelling unit, established | 19. Bowling alley | 37. Hospital |
| 4. Accessory heliport, emergency medical | 20. Broadcasting studio | 38. Hotel (Motel) |
| 5. Adult day service center | 21. Butcher shop | 39. Instructional studio |
| 6. Ambulance service | 22. Car wash | 40. Laundromat |
| 7. Art gallery | 23. Catering service | 41. Laundry service |
| 8. Auditorium | 24. Charitable institution | 42. Library |
| 9. Automobile dealership | 25. Child care center | 43. Massage establishment |
| 10. Automobile rental | 26. Civic club | 44. Mortuary |
| 11. Bakery, retail | 27. Community center | 45. Museum |
| 12. Banquet hall | 28. Contractor's shop | 46. Natural medicine, healing center |
| 13. Bar, tavern | 29. Dog care facility | 47. Office, general |
| 14. Beauty salon or barbershop | 30. Farmers market | 48. Office, medical |
| 15. Bed and breakfast home | 31. Financial drive-up facility | 49. Office, professional |
| 16. Bed and breakfast inn | 32. Financial institution | 50. Parking lot |
| | 33. Funeral home | 51. Parking structure |
| | 34. Gas station | |

Uses by right.

- | | | |
|-----------------------------------|-----------------------------------|------------------------------|
| 52. Pawnshop | 62. Restaurant | 71. School, general |
| 53. Pet shop | 63. Restaurant, carry-out | 72. School, preschool |
| 54. Pharmacy | 64. Retail sales, auto parts | 73. Temporary farmers market |
| 55. Photography studio | 65. Retail sales, big box | 74. Theater, general |
| 56. Precious metal purchaser | 66. Retail sales, garden center | 75. Theater, multiplex |
| 57. Print shop | 67. Retail sales, general | 76. Truck stop |
| 58. Public utilities | 68. Retail sales, liquor store | 77. Urgent care facility |
| 59. Recreation facilities, indoor | 69. Retail sales, tires | 78. Wedding facility |
| 60. Religious institution | 70. School, college or university | |
| 61. Residence, established | | |

Uses by review.

- | | | |
|---|--------------------------------------|--|
| 1. Automobile repair, body shop | 11. Hospice care facility | 23. Shooting range |
| 2. Commercial, established | 12. Kennel (cattery) | 24. Storage facility, outdoor |
| 3. Commissary | 13. Laboratory | 25. Storage facility, self-storage |
| 4. Community correctional facility or program | 14. Microbrewery | 26. Student Housing |
| 5. Crematory | 15. Mobile home sales | 27. Temporary retail sales, intermittent |
| 6. Flea market | 16. Parks, trails and open space | 28. Tow service |
| 7. Food and drink processing facility, minor | 17. Pawnshop, automobile | 29. Transit station |
| 8. Food warehousing | 18. Payday loan agency | 30. Truck sales and service |
| 9. Heliport, emergency medical | 19. Recreation facilities, general | 31. Warehousing uses |
| 10. Homeless shelter | 20. Residence, condominium | 32. Wholesaling uses |
| | 21. Residence, multifamily | 33. Wind Turbine |
| | 22. Residence, watchman or caretaker | |

Conditional uses:

- | | | |
|---|---|---------------------------------------|
| 1. Accessory antenna | 13. Community garden | 25. Retail sales, building materials |
| 2. Accessory commercial patio | 14. Development in floodplain | 26. Retail sales, retail marijuana |
| 3. Accessory drive-thru | 15. Home based business | 27. School, trade |
| 4. Accessory emergency generator | 16. Medical marijuana center (dispensary) | 28. Temporary construction yard |
| 5. Accessory medical marijuana home cultivation | 17. Medical marijuana testing facility | 29. Temporary mobile auto repair |
| 6. Accessory medical marijuana optional cultivation | 18. Mobile food unit | 30. Temporary outdoor sales, seasonal |
| 7. Accessory solar array | 19. Recreational vehicle, sales and service | 31. Tower (Antenna) |
| 8. Artist studio | 20. Rental shop, equipment | 32. Veterinary clinic |
| 9. Automobile repair, lube shop | 21. Rental shop, general | 33. Woodworking |
| 10. Automobile repair, paintless dent repair | 22. Repair shop, consumer items | |
| 11. Automobile repair, repair shop | 23. Repair shop, durable goods | |
| 12. Brewpub | 24. Retail marijuana testing facility | |

Zone District: R-4 (Mixed Residential District)

Purpose. The standards of this district (R-4) are designed to retain and provide areas with commingling or single-family dwelling units and limited multifamily dwelling unit structures.

Setbacks: Front 25' Side 5' Rear 15'

Coverage: 50%

Max. Height 35'

Minimum Lot Width: 50'

Minimum Lot Size: 3,000 Square Feet (*1)

(*1) Three (3) to five (5) family dwelling unit structures shall have one thousand five hundred (1,500) square feet of lot area per dwelling unit.

(*1) Six (6) or more family dwelling unit structures shall have a minimum of eight thousand (8,000) square feet of lot area or one thousand (1,000) square feet per dwelling unit, whichever is greater, and shall provide at least twenty percent (20%) of the parcel in landscaped open space.

Single Family Homes: § 17-4-11 Single family home placement standards

Performance standards: § 17-4-4(a)

Outdoor Lighting § 17-4-52 Outdoor Lighting Performance Standards.

Off Street Parking § 17-4-43 Off-street parking non-residential.

Landscape: Required. § 17-4-7

Public Sidewalks: § 17-4-44

Permitted Uses § 17-4-51(c)

Uses by right.

- | | | |
|---|---|------------------------------------|
| 1. Accessory community garden | 5. Home, elderly | 10. Residence, one-family |
| 2. Accessory dwelling unit, established | 6. Manufactured home, one-family | 11. Residence, townhouse |
| 3. Home, Children | 7. Museum | 12. Residence, two-family (duplex) |
| 4. Home, Disabled | 8. Residence, accessory dwelling unit (ADU) | |
| | 9. Residence, multifamily | |

Uses by review.

- | | | |
|--------------------------------------|----------------------------|-----------------------------------|
| 1. Accessory pigeon and dove keeping | 7. Child care center | 13. Parks, trails, and open space |
| 2. Adult day service center | 8. Commercial, established | 14. Public utilities |
| 3. Assisted living facility | 9. Community center | 15. Recreation facilities, indoor |
| 4. Bed and breakfast home | 10. Funeral home | 16. Religious institution |
| 5. Bed and breakfast inn | 11. Hospice care facility | 17. Residence, condominium |
| 6. Charitable institution | 12. Parking lot | 18. Wedding facility |

Conditional uses:

- | | | |
|---|------------------------------|---|
| 1. Accessory antenna | 4. Child care home | 8. Legal non-conforming uses |
| 2. Accessory medical marijuana home cultivation | 5. Community garden | 9. Temporary construction yard |
| 3. Accessory solar array | 6. Development in floodplain | 10. Temporary model home (sales office) |
| | 7. Home based business | |



Rezone Lots 9-13, Block 11, East Lake Re-Subdivision from B-3 to R-4



July 24th, 2026

The City Planning and Zoning Commission will hold a public hearing on a request from Effen Martinez-Cortez for the approval of the following application:

Z-26-13 Rezoning: A rezoning of 0.29 acres at 1209 Nevada Ave. from a Highway and Arterial Business (B-3) to a Mixed Residential (R-4) Zone District to facilitate residential development.

The Planning and Zoning Commission meeting will be held on **Wednesday, August 12th, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. If you cannot attend in-person, written testimony can be accepted up to 48 hours before the hearing date. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

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

July 24th, 2026

The City Planning and Zoning Commission will hold a public hearing on a request from Effen Martinez-Cortez for the approval of the following application:

Z-26-13 Rezoning: A rezoning of 0.29 acres at 1209 Nevada Ave. from a Highway and Arterial Business (B-3) to a Mixed Residential (R-4) Zone District to facilitate residential development.

The Planning and Zoning Commission meeting will be held on **Wednesday, August 12th, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. If you cannot attend in-person, written testimony can be accepted up to 48 hours before the hearing date. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

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

July 24th, 2026

The City Planning and Zoning Commission will hold a public hearing on a request from Effen Martinez-Cortez for the approval of the following application:

Z-26-13 Rezoning: A rezoning of 0.29 acres at 1209 Nevada Ave. from a Highway and Arterial Business (B-3) to a Mixed Residential (R-4) Zone District to facilitate residential development.

The Planning and Zoning Commission meeting will be held on **Wednesday, August 12th, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. If you cannot attend in-person, written testimony can be accepted up to 48 hours before the hearing date. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

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

July 24th, 2026

The City Planning and Zoning Commission will hold a public hearing on a request from Effen Martinez-Cortez for the approval of the following application:

Z-26-13 Rezoning: A rezoning of 0.29 acres at 1209 Nevada Ave. from a Highway and Arterial Business (B-3) to a Mixed Residential (R-4) Zone District to facilitate residential development.

The Planning and Zoning Commission meeting will be held on **Wednesday, August 12th, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. If you cannot attend in-person, written testimony can be accepted up to 48 hours before the hearing date. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

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

CASE NUMBER Z-26-13

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located at 1209 Nevada Ave to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

7-28-26 Mailed by Carol

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located at 1209 Nevada Ave, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

8/19/2026

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Hannah Prinzi

Owner	OwnerStreet	OwnerCity	OwnerState	OwnerZip
BASIL PROPERTIES 1	2312 CALIFORNIA ST	PUEBLO	CO	81004-3805
CAMPOS-ROMAN RAMON A	1310 HIGHLAND AVE	PUEBLO	CO	81004
CHARTER JUSTIN	1331 E ROUNTT AVE	PUEBLO	CO	81004-3117
CHRISTLIFE MINISTRIES	2415 LAKE AVE	PUEBLO	CO	81004-3822
DEGRAFFE GINA	2405 CALIFORNIA ST	PUEBLO	CO	81004-3806
DURAN JOSEPH	1314 NEVADA AVE	PUEBLO	CO	81004-3845
ESPINOZA LORY	2408 POPLAR ST	PUEBLO	CO	81004-3959
ESQUIBEL ARNOLD P/ESQUIBEL ANITA E	2225 LAKE AVE	PUEBLO	CO	81004-3818
GOMEZ KENNETH/GOMEZ KENDRA/ HARROLD ROBERT L JR/HARROLD ROBERT A/HARROLD LEVI C	2403 CALIFORNIA ST PO BOX 544	PUEBLO FOUNTAIN	CO	81004-3806 80817-0544
HERRERA MECA S	2320 LAKESHORE DR	PUEBLO	CO	81004-3839
HUTH TAMMY	2312 CALIFORNIA ST	PUEBLO	CO	81004-3805
LANGLOSS ANTHONY R/LANGLOSS TAN	2316 LAKE AVE	PUEBLO	CO	81004-3821
MARTINEZ-CORTEZ EFREN	2319 CALIFORNIA	PUEBLO	CO	81004
MITTINO FRANK	2218 LAKESHORE DR	PUEBLO	CO	81004-3838
MONDRAGON LORA M / HERRERA MECA S	2320 LAKESHORE DR	PUEBLO	CO	81004-3839
MONTOYA ELIZABETH	2311 CALIFORNIA ST	PUEBLO	CO	81004-3804
MTC RENTAL PROPERTIES LLC	2301 LAKE AVE	PUEBLO	CO	81004
QUALITY ENVIRONMENTAL CONTROL SPECIALIST LLC	1805 BUCOLO AVE	COLORADO	CO	80951-9707
RIVERA ROBERTO MERAZ/MERAZ MARIA YOLANDA TORRES	2319 CALIFORNIA ST	PUEBLO	CO	81004-3804
SANTISTEVAN RAYMOND JACOB	975 36 1/4 LN 2316 CALIFORNIA ST	PUEBLO	CO	81006-9465
SIERRA GRANDE INVESTMENTS LLC	UNIT 2318	PUEBLO	CO	81004-3805
VALDEZ OMAR	1313 NEVADA AVE	PUEBLO	CO	81004-3844



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 14, 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 AMENDING SECTION 15-1-4 OF THE PUEBLO MUNICIPAL CODE TO CORRECT TRANSCRIPTION ERRORS IN SECTIONS 1401 AND 1402 OF THE MODEL TRAFFIC CODE (RECKLESS AND CARELESS DRIVING) TO CONFORM TO SECTIONS 42-4-1401 AND 42-4-1402, C.R.S.

SUMMARY:

This Ordinance corrects four transcription errors: three in Section 1401 of the Model Traffic Code (reckless driving) and one in Section 1402 (careless driving) as that Code is in force in Pueblo through the adoption by reference in Section 15-1-1. The errors originate in the State's 2024 Revision 1.0 edition of the Model Traffic Code and are corrected to conform Sections 1401 and 1402 to the language of Sections 42-4-1401(1) and 42-4-1402(1), C.R.S.

PREVIOUS COUNCIL ACTION:

On December 8, 2025, City Council adopted Ordinance No. 11086, which adopted the 2024 Revision 1.0 Model Traffic Code as the Pueblo Traffic Code.

BACKGROUND:

Section 1401 of the Model Traffic Code defines the offense of reckless driving. Section 1402 of the Model Traffic Code defines the offense of careless driving. Both are in force in Pueblo through the adoption by reference in Section 15-1-1; Section 15-1-2 makes their violation a municipal offense. Sections 1401 and 1402 were not among the Model Traffic Code sections amended by the City in Ordinance No. 11086, so the language in force is the language of the State's 2024 edition.

The 2024 edition contains three transcription errors in Section 1401 (reckless driving) that the corresponding State statute, Section 42-4-1401(1), C.R.S., does not. It reads "in such a matter" where the statute reads "in such a manner," and "the safety of the persons or property" where the statute reads "the safety of persons or property."

Neither error was introduced by the City. The inserted word “the” does not appear in Section 42-4-1401(1), C.R.S., in the 1995 Model Traffic Code, or in the reckless driving provisions of other states’ model codes, and the word “matter” is meaningless in context. The 2024 edition also cites “section 42-4-127” in Section 1401 where the statute reads “section 42-2-127”; Section 42-4-127 does not correspond to the provision referenced, and Section 1402 of the same 2024 edition cites Section 42-2-127 correctly.

The 2024 edition also contains transcription errors in Section 1402 (careless driving) that the corresponding State statute, Section 42-4-1402(1), C.R.S., does not. Section 1402 contains the same error as Section 1401, reading “in a careless and imprudent matter” where the statute reads “manner”. The word “matter” is meaningless in context. Section 1402 also contains a random typographical error in the first sentence which reads, “A person who drives a motor vehicle, bicycle, electr0069cal assisted bicycle, electric scooter...” Careless driving is charged regularly in Municipal Court and therefore, these errors are both corrected herein as well.

Consistent with Section 3-18 of the City Charter, Sections 1401 and 1402 are set forth in full, as amended, in Section 15-1-4, P.M.C., with deleted matter shown in brackets and added matter underscored.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

The correction was reviewed by the Municipal Court and the Department of Law.

ALTERNATIVES:

If this Ordinance is not approved, Sections 1401 and 1402 will remain in force with the transcription errors, and leaving cases open to potential dismissal by the Court.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 15-1-4 OF THE PUEBLO MUNICIPAL CODE TO CORRECT TRANSCRIPTION ERRORS IN SECTIONS 1401 AND 1402 OF THE MODEL TRAFFIC CODE (RECKLESS AND CARELESS DRIVING) TO CONFORM TO SECTIONS 42-4-1401 AND 42-4-1402, C.R.S.

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

SECTION 1.

Section 1401 of the Model Traffic Code, as adopted by reference in Section 15-1-1 of the Pueblo Municipal Code and set out among the amendments in Section 15-1-4 of the Pueblo Municipal Code, is hereby amended to read as follows:

. . .

1401. Reckless driving.

(1) A person who drives a motor vehicle, bicycle, electrical assisted bicycle, electric scooter, or low-power scooter in such a [matter] manner as to indicate either a wanton or a willful disregard for the safety of [the] persons or property is guilty of reckless driving. A person convicted of reckless driving of a bicycle, electrical assisted bicycle, or electric scooter is not subject to section [42-4-127] 42-2-127.

. . .

SECTION 2.

Section 1402 of the Model Traffic Code, as adopted by reference in Section 15-1-1 of the Pueblo Municipal Code and set out among the amendments in Section 15-1-4 of the Pueblo Municipal Code, is hereby amended to read as follows:

. . .

1402. Careless driving.

(1) A person who drives a motor vehicle, bicycle, electr[0069]ical assisted bicycle, electric scooter, or low-power scooter in a careless and imprudent [matter] manner, without due regard for the width, grade, curves, corners, traffic, and use of the streets and highways and all other attendant circumstances, is guilty of careless driving. A person convicted of careless driving of a bicycle, electrical assisted bicycle, or electric scooter is not subject to section 42-2-127.

. . .

SECTION 3.

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.

SECTION 4.

This Ordinance shall become effective thirty (30) days following 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



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 14, 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 A STATE AND LOCAL LAW ENFORCEMENT AGENCY MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION, RELATING TO THE ASSIGNMENT OF PUEBLO POLICE OFFICERS TO THE DEA ROCKY MOUNTAIN FIELD DIVISION TASK FORCE, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is an Ordinance approving a State and Local Law Enforcement Agency Memorandum of Agreement between Pueblo and the United States Department of Justice, Drug Enforcement Administration (DEA), dated October 1, 2026. The agreement assigns three (3) Pueblo Police Department officers to the DEA Rocky Mountain Field Division Task Force as Program-Funded Task Force Officers for a five-year term ending September 30, 2031.

PREVIOUS COUNCIL ACTION:

On February 27, 2023, Pueblo City Council adopted Ordinance number 10397, which approved a Cooperative Agreement dated October 1, 2022 between the DEA and Pueblo assigning four (4) Pueblo Police Department officers to the Colorado Springs Resident Office Task Force. That agreement expires September 30, 2026. City Council has approved similar agreements with the DEA in prior years.

BACKGROUND:

This Ordinance authorizes the continuation of the Pueblo Police Department's partnership with the DEA. Trafficking in narcotics, dangerous drugs, controlled-substance pharmaceuticals, and listed chemicals in the Mountain West Region has a substantial and detrimental effect on the health and general welfare of the citizens of Pueblo and Colorado. The Agreement assigns three (3) Pueblo Police Department

officers to the DEA Rocky Mountain Field Division Task Force for a period of not less than two years, during which those officers will be under the direct supervision of DEA supervisory personnel and will be deputized as Task Force Officers pursuant to 21 U.S.C. § 878.

The Agreement establishes three additional funding categories (SPEAR Fee Funded, HIDTA Funded, and DEA Provisional), each with zero Pueblo Police Department positions assigned. The Agreement further requires compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and federal certifications regarding lobbying (28 C.F.R. Part 69), debarment and suspension (2 C.F.R. Part 2867), and drug-free workplace (28 C.F.R. Part 83). The Agreement obligates Pueblo to maintain records and permit federal audit for a period of six (6) years after termination.

The term of the Agreement runs from October 1, 2026, through September 30, 2031. Either party may terminate on thirty (30) days' advance written notice.

FINANCIAL IMPLICATIONS:

There is no direct financial impact to Pueblo. Salaries and benefits for the officers assigned to the Task Force are already included in the Police Department's budget. The DEA will reimburse Pueblo for Task Force Officer overtime, subject to availability of federal funds and capped at the equivalent of 25% of the annual salary of a GS-12, step 1 employee on the general pay scale for the rest of the United States. Overtime billing under the new Agreement is monthly on a fiscal year basis, a change from the quarterly billing cycle of the 2022 Agreement. In no event will Pueblo charge an indirect cost rate to the DEA for administration of the Agreement.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

City Council may disapprove of the Agreement. If disapproved, the Pueblo Police Department's participation in the DEA Rocky Mountain Field Division Task Force will end on September 30, 2026, when the Agreement approved by Ordinance No. 10397 expires, and the three Program-Funded Task Force Officer positions in the Colorado Springs Resident Office will be lost.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE APPROVING A STATE AND LOCAL LAW ENFORCEMENT AGENCY MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION, RELATING TO THE ASSIGNMENT OF PUEBLO POLICE OFFICERS TO THE DEA ROCKY MOUNTAIN FIELD DIVISION TASK FORCE, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to approve and enter into Agreements; and

WHEREAS, approval of the Agreement for the purposes for which it has been made is in the best interest of the City; NOW, THEREFORE,

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

SECTION 1.

The State and Local Law Enforcement Agency Memorandum of Agreement ("Agreement") between Pueblo and the United States Department of Justice, Drug Enforcement Administration, 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



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 14, 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 ACCEPTING THE 2025 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT, AWARD NUMBER 15PBJA-25-GG-03414-JAGX, ESTABLISHING PROJECT NUMBER PS2610, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$122,927 THEREFOR, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO COUNTY, COLORADO RELATING TO THE RECEIPT AND DISBURSEMENT OF THE GRANT FUNDS, AND RATIFYING THE MAYOR'S PRIOR EXECUTION OF SAME

SUMMARY:

Attached is an Ordinance accepting the 2025 Edward Byrne Memorial Justice Assistance Grant, Award No. 15PBJA-25-GG-03414-JAGX (Grant Opportunity No. O-BJA-2025-172542), in the amount of \$122,927 from the United States Department of Justice. The Ordinance also approves the April 7, 2026 Memorandum of Understanding between the City of Pueblo and Pueblo County, Colorado concerning receipt and disbursement of the grant funds, ratifies the Mayor's prior execution of both the award document and the Memorandum of Understanding, and appropriates the grant funds to project number PS2610. The federal acceptance period required the Mayor's signature before the next available Council meeting; ratification by this Ordinance conforms the executive act to Council approval.

PREVIOUS COUNCIL ACTION:

On September 23, 2024, City Council approved Resolution No. 15769, which authorized the application for the 2024 Edward Byrne Memorial Justice Assistance Grant (Solicitation No. O-BJA-2024-172238) and approved the corresponding Memorandum of Understanding with Pueblo County.

The Edward Byrne Memorial Justice Assistance Grant Local Solicitation is an annual

formula grant that has been in place since 2005. The City and County of Pueblo have received a cumulative total of approximately \$2,568,765 in Justice Assistance Grant funds through this award.

BACKGROUND:

The Edward Byrne Memorial Justice Assistance Grant Program, administered by the United States Department of Justice, Bureau of Justice Assistance, provides funds to units of local government to improve law enforcement technology and upgrade necessary equipment. The program supports a broad range of activities to prevent and control crime and improve the criminal justice system.

Pueblo County has been certified as a disparate jurisdiction by the Colorado State Attorney General's Office. Under federal Justice Assistance Grant rules, a certified disparate county and the city or cities within the county must divide the available funds by mutual agreement, and if the parties cannot reach agreement, no jurisdiction receives funds. The City serves as the applicant and fiscal agent for the award.

The parties have reached agreement on the disbursement of the FY2025 award in the April 7, 2026 Memorandum of Understanding. Under that agreement, the City receives \$93,424.52 (76% of the total award) and Pueblo County receives \$29,502.48 (24% of the total award). Of the County's share, the Pueblo County Sheriff's Office receives \$23,601.98 (80%) and the Tenth Judicial District Attorney's Office receives \$5,900.50 (20%).

The federal award instrument was issued July 31, 2026, with an acceptance period that required execution of the award document before the next available Council meeting. Mayor Graham accordingly executed the award document and the accompanying Memorandum of Understanding so that the Grant funds would be available to the City and County. This Ordinance ratifies those executive acts and appropriates the Grant funds to Project No. PS2610.

The City's share of \$93,424.52 will fund four Police Department equipment projects: desktop, laptop, and other computer-related equipment for the entire Department; tactical breaching tools for the Special Investigations Division; additional Pueblo Metro Bomb Squad equipment (including manipulator and disrupter kits); and miscellaneous supplies, tools, and equipment upgrades supporting Department operations. A detailed line-item breakdown is provided in the attached Itemization of Projects.

FINANCIAL IMPLICATIONS:

The Grant provides \$122,927 to the City and County of Pueblo with no required match. The City's share is \$93,424.52. The remaining \$29,502.48 is disbursed to Pueblo County under the Memorandum of Understanding, in the amounts set forth above. The FY2025 award is \$18,893 greater than the FY2024 award. The City serves as fiscal agent and administers the drawdown. The County provides the City with quarterly reports, which the Police Department monitors.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

The Bureau of Justice Assistance requires the applicant to provide an opportunity for public comment on the proposed use of Justice Assistance Grant funds, which was held on Tuesday, August 25, 2026. City and County law enforcement leadership have agreed to the disbursement terms set forth in the Memorandum of Understanding. The City Attorney's Office, the Pueblo County Attorney's Office, and the City Finance Department have reviewed and approved the award documents and the Memorandum of Understanding.

ALTERNATIVES:

If this Ordinance is not approved, the Mayor's signatures on the award document and the Memorandum of Understanding will not be ratified, the City will not accept the \$122,927 Grant, and the funds will not be available to the Pueblo Police Department, the Pueblo County Sheriff's Office, or the Tenth Judicial District Attorney's Office.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 2025 BJA JAG MOU signed
2. 2025 JAG Itemization of Projects
3. Special Conditions

ORDINANCE NO.

AN ORDINANCE ACCEPTING THE 2025 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT, AWARD NUMBER 15PBJA-25-GG-03414-JAGX, ESTABLISHING PROJECT NUMBER PS2610, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$122,927 THEREFOR, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO COUNTY, COLORADO RELATING TO THE RECEIPT AND DISBURSEMENT OF THE GRANT FUNDS, AND RATIFYING THE MAYOR'S PRIOR EXECUTION OF SAME

WHEREAS, the City of Pueblo has been awarded a 2025 Edward Byrne Memorial Justice Assistance Grant, Award No. 15PBJA-25-GG-03414-JAGX, in the amount of \$122,927.00 from the United States Department of Justice; and

WHEREAS, the funds from this Grant will be utilized by the Pueblo Police Department, the Pueblo County Sheriff's Office, and the Tenth Judicial District Attorney's Office to benefit the health, welfare, and safety of the citizens of the City; and

WHEREAS, the City of Pueblo and Pueblo County, Colorado have entered into a Memorandum of Understanding dated April 7, 2026 concerning the receipt and disbursement of the Grant funds; and

WHEREAS, the federal acceptance period required execution of the award document and the Memorandum of Understanding by Mayor Graham prior to Council action, and Mayor Graham executed those documents so that the Grant funds would be available to the City and County; NOW, THEREFORE,

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

SECTION 1.

The 2025 Edward Byrne Memorial Justice Assistance Grant, Award No. 15PBJA-25-GG-03414-JAGX, in the amount of \$122,927.00 from the United States Department of Justice, together with all Special Conditions and other conditions applicable to the award, is hereby accepted.

SECTION 2.

Project No. PS2610 is hereby established, and funds in the amount of \$122,927.00 from the 2025 Edward Byrne Memorial Justice Assistance Grant are hereby budgeted and appropriated to Project No. PS2610 for the purposes set forth in the Grant application.

SECTION 3.

The Memorandum of Understanding dated April 7, 2026, by and between the City of Pueblo, a Colorado Municipal Corporation, and Pueblo County, Colorado, concerning the receipt and disbursement of the 2025 Edward Byrne Memorial Justice Assistance Grant funds,

a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 4.

Mayor Graham is authorized to execute the Grant award document and the Memorandum of Understanding in the name of the City of Pueblo, and her prior signature on both documents is hereby ratified and approved. The City Clerk is directed to affix the seal of the City to the Memorandum of Understanding and attest the same. Mayor Graham is further authorized to execute any and all certifications, assurances, and other documents associated with the Grant.

SECTION 5.

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 policies and procedures described herein.

SECTION 6.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

**MEMORANDUM OF UNDERSTANDING
CONCERNING RECEIPT AND DISBURSEMENT OF
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)
FUNDS FOR FY 2025
(GRANT OPPORTUNITY# O-BJA-2025-172542)**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this 7th day of April, 2026, by and between the City of Pueblo, a Municipal Corporation (hereafter referred to as the "City") and Pueblo County, Colorado (hereafter referred to as the "County").

WITNESSETH:

WHEREAS, the parties recognize that for FY 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) funding, administered by the U.S. Office of Justice Programs, Pueblo County has been certified as a disparate jurisdiction by the Colorado State Attorney General's Office; and

WHEREAS, Federal Edward Byrne Memorial Justice Assistance Grant funding requires that a certified disparate county and the city or cities within the county are to divide available funds to their mutual satisfaction, and that if the parties are unable to reach a mutual agreement, no jurisdiction is eligible to receive funds; and

WHEREAS, the parties reached an agreement over the receipt of \$111,507.00 in JAG funds and the disbursement of those funds and wish to set such agreement as follows.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in accordance with Federal law, the parties agree as follows:

1. The \$122,927.00 JAG Grant Funds will be allocated as follows: The City will receive \$93,424.52 and will use these resources to fund one or more projects/programs that are outlined in the Program Narrative attachment of the application. The County will receive \$23,601.98 of which the Pueblo County Sheriff's Department use the full amount to fund one or more different projects/programs that are outlined in the Program Narrative attachment of the application. The Pueblo County District Attorney will receive \$5,900.50 of the County's allocation to fund one or more different projects/programs that are outlined in the Program Narrative attachment of the application. The City will serve as the applicant/fiscal agent.

2. The City, County, Pueblo County Sheriff's Department and Pueblo County District Attorney shall each meet and comply with the assurances, certifications, general and special conditions set forth in the FY 2025 JAG Grant Funds Award which are incorporated herein as if set out herein in full and shall expend their respective funds solely for their approved projects.

Memorandum of Understanding
Concerning Receipt and Disbursement of
Edward Byrne Memorial Justice Assistance Grant Funds for FY 2025

Page – 2

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding the day and year first written above.

ATTEST:

By 
Michael Lindstrom, Clerk to the Board

PUEBLO COUNTY, COLORADO

By 
Zach Swearingen, Chair, Board of County Commissioners

ATTEST:

By 
Clyde Bishop, City Clerk

CITY OF PUEBLO, A Municipal Corporation

By 
Heather Graham, Mayor

ATTEST:

By 
David Lucero, Sheriff

PUEBLO COUNTY SHERIFF

By 
David Lucero, Sheriff

ATTEST:

By 
Chris Noeller, Chief of Police

CITY OF PUEBLO POLICE DEPARTMENT

By 
Chris Noeller, Chief of Police

ATTEST:

By 
Kala Beauvais, District Attorney

10TH JUDICIAL DISTRICT ATTORNEY

By 
Kala Beauvais, District Attorney

**FY2025 Justice Assistance Grant (JAG) Local Solicitation
Projects & Programs**

Grant # 2025 JAG Opportunity Number: O-BJA-2025-172542

Certification

A disparate allocation occurs when a city or municipality is scheduled to receive one and one-half times (150 percent) more than a county with concurrent jurisdiction, while that county bears more than 50 percent of the costs associated with prosecution or incarceration of the municipality's Part 1 violent crime. Multiple disparate allocations occur when multiple cities or municipalities are collectively eligible to receive four times (400 percent) more than the county.

JAG disparate jurisdictions are certified by the Director of the Bureau of Justice Assistance (BJA), based in part on input from the state's Attorney General. For a listing of disparate jurisdictions, go to www.ojp.usdoj.gov/BJA/recoveryJAG/recoveryallocations.html.

Proj #	Name of Project	Agency	Amount	Description
1	Desktop/Laptop and Related Computer Replacement Project	PPD Services Bureau	\$72,415	This project proposes to purchase technical computer equipment for law enforcement and public safety use including desk top computers (towers, monitors, keyboards, etc), laptop computers, and other related computer componets such as mobile printers, and applicable and related software.
2	Tactical MultiSledge Tool (3)	PPD Investigations Bureau (Bomb Squad)	\$1,155	Purchase three (3) 5.11 Tactical MultiSledge breaching tool.
3	Pueblo Metro Bomb Squad Equipment	PPD Investigations Bureau (Bomb Squad)	\$16,913	Hybrid Telescopic Manipulation Pole Kit, Essential Basic Rigging Kit, Disrupter Post Stand-Aluminum With Ultra Light Post Clamp, IP24 Wildcat Disrupter Kit Without Stand, MXP-Grabber.
4	Miscilanious Supplies/Tools and Upgrades	PPD	\$2,941	The awarded funds will be used to purchase miscellaneous supplies, tools, and equipment upgrades that support and enhance police department operations.
\$93,425				
1	Jail Metal Detectors (2)	PCSO	\$11,000	Purchase and installation of two walk-through metal detectors at the newly constructed Pueblo County Detention Center. These ADA-compliant detectors provide a high-speed, non-invasive first line of defense for identifying metallic contraband and weapons among visitors and inmates, enhancing facility security and reducing staffing needs by streamlining movement through the jail.
2	Savage Range Systems Shoot Tank	PCSO	\$9,205	Acquisition of a Savage Range Systems shoot tank (Wet Snail™ Trap), a high-performance bullet recovery system designed for safe, close-quarters firearms function testing and evidence collection. The tank uses a patented deceleration chamber to capture projectiles intact for forensic analysis, eliminates lead dust hazards, and supports rapid ballistic evidence processing for investigations.
	AGM Global Vision Observ/R LRF (3)		\$3,397	Procurement of three AGM Global Vision ObservIR LRF binoculars that combine thermal imaging, day/night optics, and a laser rangefinder. These units enhance long-range observation, documentation, and officer safety during surveillance and fugitive operations.
\$23,602				
1	Technical projects/training and equipment.	PCDA	\$5,901	Purchase technology, supplies, equipment, and system upgrades, including the potential purchase of computers, monitors, color printers, and fax machines for employees working in the 10th Judicial District Attorney's Office involved with prosecution, victims and administration units.
\$5,901				
Total Grant Amount =			\$122,927	



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION 1 CITY HALL PL
City, State and Zip:	PUEBLO, CO 81003
Recipient UEL:	NJK3BNUDRHJ7
Project Title: Pueblo JAG local	Award Number: 15PBJA-25-GG-03414-JAGX
Solicitation Title: BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula	
Federal Award Amount: \$122,927.00	Federal Award Date: 7/31/26
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Award Type:	Initial
Funding Instrument Type:	Grant
Opportunity Category: M	
Assistance Listing: 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
Project Period Start Date: 10/1/24	Project Period End Date: 9/30/28
Budget Period Start Date: 10/1/24	Budget Period End Date: 9/30/28
Project Description: The City of Pueblo requests formula funds to distribute to Pueblo Police Department, Pueblo County Sherriff's Office, and the District Attorney's Office to purchase equipment, supplies, technical assistance for criminal justice and civil proceedings. FY2025 projects include law enforcement programs, prosecution and court programs, and technology improvements.	
Award Letter July 31, 2026 Dear Heather Graham, On behalf of the Attorney General, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION for an award under the funding opportunity entitled 2025 BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula. The approved award amount is \$122,927. Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents. Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award	

requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen A. Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

All BJA awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. 4321 et seq.) and other related

federal laws (including the National Historic Preservation Act), if applicable. Award recipients (and subrecipients, as applicable) must support BJA’s compliance with NEPA by providing details about their project, its location, and any resources that might be affected. BJA complies with NEPA (and other related federal laws) for an award-funded activity by evaluating the environmental impacts of the activity in one of three levels of analysis: a Categorical Exclusion (CATEX), an Environmental Assessment (EA), or an Environmental Impact Statement (EIS). See <https://bja.ojp.gov/funding/nepa-guidance> for additional information regarding NEPA implementation.

Carefully review the conditions on this award for information about any requirements specific to NEPA compliance for this award.

After completion of any required environmental analysis, throughout the term of this award the recipient must inform BJA of (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient may not implement a proposed change or new activity until BJA, with the assistance of the recipient, has determined whether the proposed change or new activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an approved environmental impact review process.

Questions about NEPA compliance may be directed to your grant manager.

NEPA Coordinator

First Name	Middle Name	Last Name
Chris	no value	Casto

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

UEI
NJK3BNUDRHJ7

Street 1 1 CITY HALL PL	Street 2
-----------------------------------	-----------------

City PUEBLO	State/U.S. Territory Colorado
-----------------------	---

Zip/Postal Code 81003	Country United States
---------------------------------	---------------------------------

County/Parish	Province
----------------------	-----------------

Award Details

Federal Award Date

7/31/26

Award Type

Initial

Award Number

15PBJA-25-GG-03414-JAGX

Supplement Number

00

Federal Award Amount

\$122,927.00

Funding Instrument Type

Grant

Assistance Listing

Number

16.738

Assistance Listings Program Title

Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

[] I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2025 BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula

Awarding Agency

OJP

Application Number

GRANT14606174

Program Office

BJA

Grant Manager Name

Ashley Gardner

Phone Number

202-880-7398

E-mail Address

Ashley.Gardner@usdoj.gov

Project Title

Pueblo JAG local

Performance Period Start Date

10/01/2024

Performance Period End Date

09/30/2028

Budget Period Start Date

10/01/2024

Budget Period End Date

09/30/2028

Project Description

The City of Pueblo requests formula funds to distribute to Pueblo Police Department, Pueblo County Sherriff's Office,

and the District Attorney's Office to purchase equipment, supplies, technical assistance for criminal justice and civil proceedings. FY2025 projects include law enforcement programs, prosecution and court programs, and technology improvements.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2025)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY25AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department of Justice to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment to the U.S. Constitution and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice or in outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates in a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, see "Nondiscrimination provisions and the Religious Freedom Restoration Act," accessible at <https://www.ojp.gov/funding/explore/legaloverview2025/civilrightsrequirements>.

Condition 3

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 4

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP website at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 5

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold, as set forth in the Federal Acquisition Regulations (FAR). See the definition of simplified acquisition threshold in the FAR at 48 CFR part 2, subpart 2.1. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed Simplified Acquisition Threshold)), and are incorporated by reference here.

Condition 6

Federal Civil Rights and Nondiscrimination Laws (certification)

The recipient agrees that its compliance with all applicable Federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or nondiscrimination laws.

Condition 7

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that a legal notice regarding award requirements is necessary or that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such notice or exception regarding enforcement, including any such notice or exception made during the period of performance, is (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 8

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 9

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), including, without limitation, the provisions regarding termination in 2 C.F.R. 200.340, apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records,

supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 10

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Fraud Detection Office, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

Condition 11

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 12

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 13

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 14

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any

updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 15

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f), which contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 16

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 17

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 18

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 19

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 20

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 22

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

Condition 23

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 24

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2022, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2022, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 25

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 26

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-

risk" for purposes of the DOJ high-risk grantee list.

Condition 27

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 28

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 31

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 32

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

Condition 33

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are set forth in 2 C.F.R. part 170, Appendix A ("Award Term") and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Note: In early March 2025, the reporting system that had been used for subaward reporting, the FFATA (Federal Funding Accountability and Transparency Act) Subaward Reporting System (FSRS) was retired and functionality moved to SAM.gov. For more information, including steps on how to connect your FSRS account to SAM.gov, visit <https://sam.gov/fsrs>.

Condition 34

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 35

Any publication (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) funded in whole or in part under this award, (with the exception of press releases, websites, and mobile applications), shall contain the following statement: "This project was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

Any website or mobile application that is funded in whole or in part under this award must include the following statement where most practicable: "This website [or application] was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S.

Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this website [or application] (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible. The statement may also be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Upon specific request by BJA, the recipient must submit to BJA for review and approval (or, for recipients or subrecipients that are institutions of higher education, review and comment) any publication or product developed under this award at least 30 working days prior to the targeted dissemination date.

The current edition of the DOJ Grants Financial Guide provides additional guidance on allowable printing and publication activities.

Condition 36

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23 for any applicable project.

Condition 37

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 38

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Condition 39

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

Condition 40

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: <https://bja.ojp.gov/program/it/gsp-grant-condition>. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Condition 41

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems that involve interstate connectivity between jurisdictions, such systems shall employ, to the extent

possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Condition 42

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Condition 43

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to determine if any of the following activities will be funded by the grant prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA, and follow instructions regarding NEPA compliance.

The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments;
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories; and
- f. Any extraordinary or unusual project with potential to have a significant environmental impact.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA.

Condition 44

The recipient shall ensure that each DNA analysis conducted under this award will be performed either (1) by accredited government-owned laboratories, or (2) through an accredited fee-for-service vendor. The accreditation must be by an accrediting body that is a signatory to an internationally recognized arrangement and that offers accreditation to forensic science conformity assessment bodies using an accreditation standard that is recognized by that internationally recognized arrangement. Any laboratory conducting STR, Y-STR, or mitochondrial DNA testing undergo external audits not less than once every 2 years that demonstrate compliance with the DNA Quality Assurance Standards established by the Director of the Federal Bureau of Investigation.

If award funds are used for DNA testing of evidentiary materials, recipients shall ensure that any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS, and, where applicable, uploaded to the National DNA Index System (NDIS). Award funds may be used for forensic genetic genealogy in accordance with United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and program requirements. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

The recipient shall ensure that each DNA analysis conducted and each DNA profile generated under this award, and each stored DNA sample that results from this award, are maintained in accordance with any applicable federal privacy requirements and restrictions on disclosure.

Condition 45

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

Condition 46

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(11)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

Condition 47

As of the first day of the period of performance for the award, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from expending or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Condition 48

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court

dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

Condition 49

Compliance with trauma kit standards

If the recipient uses funds under this award to purchase trauma kits or trauma kit components, the recipient must ensure that the trauma kits purchased meet the performance standards established consistent with 34 U.S.C. § 10202(d), as such standards are in effect at the time of purchase.

Condition 50

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG, the initial period of performance of the award will be less than four years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total period of performance of four years, pursuant to 34 U.S.C. 10152(f) and in accordance with the Notice of Funding Opportunity (NOFO) associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of OJP.

Condition 51

Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield.

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no State or local government entity, agency, or official (including a government-contracted correctional facility) may use funds under this award to make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12—without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Noninterference: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield within the funded "program or activity."

With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), and consistent with federal law as cited in para. 1 of this condition, no State or local government entity, agency, or official (including a government-contracted correctional facility) within the funded program or activity may make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12—without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

3. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

4. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

5. Rules of construction.

A. For purposes of this condition—

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C.

1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, agency, or official, through any means, including, without limitation—

(a) through any database,

(b) in connection with any law enforcement partnership or task-force,

(c) in connection with any request for law enforcement assistance or -cooperation, or

(d) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one—

(a) within the recipient, or

(b) to any subrecipient (at any tier) that is a government entity.

B. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.

C. The "Rules of Construction" set out in the "Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.

Condition 52

Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: information-communication restrictions

SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Throughout the entire award period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict—

(1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to or from DHS; or

(2) a government entity or agency from sending, requesting or receiving, or exchanging information regarding immigration status to, from, or with DHS, or from maintaining such information.

Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the entire award period of performance, no State or local government entity, agency, or official may implement an "information-communication restriction."

3. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State or local government incurs to implement this condition.

5. Rules of Construction.

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof, but not any public institution of higher education or Indian tribe.

(2) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(3) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(4) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

C. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.

Condition 53

Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: Notice of

scheduled release

SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time.

Consonant with federal law enforcement statutes—including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens")—no State or local government entity, agency, or official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide (as early as practicable (see para. 5.B. below)) advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Noninterference with "removal" process: Notice of scheduled release date and time within the funded "program or activity."

With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), and consonant with federal law enforcement statutes as cited in para. 1 of this condition, no State or local government entity, agency, or official (including a government-contracted correctional facility) within the funded program or activity may interfere with the "removal" process by failing to provide (as early as practicable (see para. 4.B. below)) advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

3. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

4. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

5. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability.

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as, in fact, practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose—to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.

D. The "Rules of Construction" set out in the "Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

Condition 54

Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities.

Consonant with federal law enforcement statutes and regulations—including 8 U.S.C. 1357(a) (under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain" in the United States), and 8 C.F.R. 287.5(a) (under which that power may be exercised "anywhere in or outside" the United States)—no State or local government entity, agency, or official within the funded program or activity may use funds under this award to interfere with the exercise of that power to

interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Noninterference with statutory law enforcement access to correctional facilities within the funded "program or activity."

With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), and consonant with federal law enforcement statutes and regulations as cited in para. 1 of this condition, no State or local government entity, agency, or official within the funded program or activity may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

3. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

4. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

5. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under sec. 101 of the Immigration and Nationality Act (INA) (8 U.S.C. 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 C.F.R. 31.304(f) (as in effect on Jan. 1, 2026.)

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of—
(a) conviction described in 8 U.S.C. 1227(a)(2), or

(b) conduct described in 8 U.S.C. 1227(a)(4).

(4) The term "conviction" means what it means under 8 U.S.C. 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under 34 U.S.C. 10251(a)(7)) as of Jan. 1, 2026.

(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

(7) "State" and "local government" include any agency or other entity thereof, but not any public institution of higher education or Indian tribe.

(8) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

C. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.

Condition 55

The recipient understands and agrees that no award funds may be used for any expenses related to public awareness campaigns for an extreme risk protection program.

Condition 56

Extreme risk protection order (ERPO) programs funded under this award must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the

Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program. Recipients who plan to use funding to support ERPO programs must submit a Certification Relating to Pub. L. No. 90-351, Title I, Sec. 501(a)(1)(I)(iv), signed by the principal legal officer, certifying that the ERPO program to be funded satisfies each of the listed requirements prior to the use of award funds for ERPO programs. Funds proposed for ERPO programs may be withheld, pending confirmation of compliance with the terms of this award.

Condition 57

No funds may be used for C-UAS except with express prior approval from BJA. To request such approval, the recipient (or subrecipient, at any tier) must submit to BJA a written certification that, among other things, certifies that any C-UAS purchased with award funds will only be procured and used in compliance with all applicable federal, state, and local laws and regulations, including criminal, surveillance, aviation, and communications laws. Any C-UAS purchased with award funds will be included on the list of technologies established by subsection (d)(2)(A)(iii) section 210G of the Homeland Security Act of 2002 (6 U.S.C. 124n(d)(2)(A)(iii)) to exercise the authority granted under subsection (a)(2) of such section. The certification also requires that the award recipient consult qualified legal counsel to review the proposed purchase and operation of C-UAS, and that the recipient will complete required trainings and obtain all required approvals, certifications, licenses, and authorizations prior to deployment, and will coordinate with relevant authorities as required. The recipient (or subrecipient) also must assure BJA that it has sufficient policies and procedures regarding privacy, civil liberties, and information technology cybersecurity related to the operation of the C-UAS. Finally, the recipient (or subrecipient) may be required to provide additional documentation to verify purchase and the related policies for the C-UAS. Funds proposed for the purchase of C-UAS may be withheld, pending confirmation of compliance with the terms of this award. Additional information and the required certification form may be found here: <https://bjaj.org/funding/uas>.

Condition 58

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order. Funds proposed for the purchase of prohibited items may be withheld, pending confirmation of compliance with the terms of this award.

Condition 59

No funds may be used for UAS except with express prior approval from BJA. To request such approval, the recipient (or subrecipient, at any tier) must submit to BJA a written certification that, among other things, certifies that only UAS verified by the Defense Contract Monitoring Agency's "Blue UAS Cleared List" or any successor list (available at <https://bluelist.appsplatformportals.us/>) as not manufactured by a "covered foreign entity" may be purchased or operated under the federal award and, further, that no modifications or additional accessories may be introduced to the UAS funded by the award. The purchased UAS may not be used to process, store, or transmit Federal information. The recipient (or subrecipient) also must assure BJA that it has sufficient policies and procedures regarding privacy, civil liberties, and information technology cybersecurity related to the operation of the UAS. Finally, the recipient (or subrecipient) may be required to provide additional documentation to verify purchase and the related policies for the UAS. Funds proposed for the purchase of UAS may be withheld, pending confirmation of compliance with the terms of this award. Additional information and the required certification form may be found here: <https://bjaj.org/funding/uas>.

Condition 60

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras (BWCs) or related expenses for any agency unless that agency has submitted a certification to BJA that it has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for BWCs or related expenses. Funds proposed for the purchase of BWCs or related expenses may be withheld, pending confirmation of compliance with the terms of this award.

Condition 61

Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If the recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty. Funds proposed for the purchase of body armor may be withheld, pending confirmation of compliance with the terms of this award.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice (NIJ) ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance**Declaration and Certification to the U.S. Department of Justice as to Acceptance**

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval**Title of Approving Official**

Deputy Assistant Attorney General

Name of Approving Official

Maureen A. Henneberg

Signed Date And Time

7/28/26 1:50 AM

Authorized Representative

☐ Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official

no value

Signed Date And Time

no value



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 14, 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 ESTABLISHING PROJECT NUMBER PS2608 IN THE PUBLIC SAFETY GRANTS FUND, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$25,000.00 INTO PROJECT NUMBER PS2608, APPROVING AND ACCEPTING A GRANT AWARD BETWEEN PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION, RELATING TO THE FEDERAL FISCAL YEAR 2027 "REDUCING FATAL CRASHES THROUGH SPEED ENFORCEMENT" GRANT FOR THE PERIOD OF OCTOBER 1, 2026, THROUGH SEPTEMBER 30, 2027, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is an Ordinance approving and accepting a grant award from the Colorado Department of Transportation, Office of Transportation Safety, in the amount of \$25,000.00 for enhanced speed enforcement by the Pueblo Police Department. The period of performance is October 1, 2026, through September 30, 2027. The Ordinance establishes project number PS2608 in the Public Safety Grants fund and budgets and appropriates the grant funds into that project.

The Ordinance approves the grant on the purchase order the Colorado Department of Transportation has already issued, and defines the approved grant award to include any confirming instrument the department issues later for the same project, term, and amount. This allows enforcement to begin on the first day of the grant period.

PREVIOUS COUNCIL ACTION:

Grants of this nature have been approved by City Council annually going back to 2012.

BACKGROUND:

This grant funds Pueblo Police Department officer overtime dedicated to speed

enforcement. The Police Department has responded to serious injury and fatal crashes in which speed was a factor, and the grant allows the assignment of officers to enforcement in excess of normal patrol staffing.

The funding originates with the United States Department of Transportation, National Highway Traffic Safety Administration, under Assistance Listing 20.600, Section 402, State and Community Highway Safety, and passes through the Colorado Department of Transportation, Office of Transportation Safety, Highway Safety Office. By letter dated April 24, 2026, the Highway Safety Office tentatively approved the City's Federal Fiscal Year 2027 application in the amount of \$25,000.00. On July 11, 2026, the department issued Purchase Order No. 411045403 encumbering \$25,000.00 for the Pueblo Police Department, effective October 1, 2026, through September 30, 2027. The award is subject to the State of Colorado Small Dollar Grant Award Terms and Conditions.

In prior grant years, the department's notice to proceed did not issue until shortly before the grant period began. For Federal Fiscal Year 2026 the notice to proceed was dated September 12, 2025, and Ordinance No. 11063 did not take effect until October 28, 2025, twenty-seven days into a grant period that began October 1, 2025. During that interval no appropriation existed against which the Director of Finance could certify an expenditure, and the enforcement funded by the grant could not proceed. The attached Ordinance addresses this by approving the grant on the purchase order now in hand, by defining the approved grant award to include a later confirming instrument for the same project, the same period of performance, an amount not exceeding \$25,000.00, and no matching obligation, and by making the expenditure authority effective as of October 1, 2026. Any instrument tendered by the department outside those limits is not approved and returns to City Council.

FINANCIAL IMPLICATIONS:

The City will receive up to \$25,000.00 in grant revenue. The grant pays 100 percent of eligible expenses and requires no matching funds or cost sharing by the City. This compares to \$36,000.00 received under the Federal Fiscal Year 2026 award. Grant funds will be budgeted and appropriated into project number PS2608 in the Public Safety Grants Fund and expended only for the purposes of the grant. The grant will require staff time for project management and reporting.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Decline the grant offer. The City would forgo \$25,000.00 in federal funding and the Pueblo Police Department would either absorb the cost of the additional speed enforcement in its General Fund budget or forgo that enforcement.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 1a. Model Small Dollar Grant Awards and Content 2025_05 Accessible updated 0825
2. Pueblo PD PTS FFY27 PO 411045403
3. Pueblo PTS Award Letter

ORDINANCE NO.

AN ORDINANCE ESTABLISHING PROJECT NUMBER PS2608 IN THE PUBLIC SAFETY GRANTS FUND, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$25,000.00 INTO PROJECT NUMBER PS2608, APPROVING AND ACCEPTING A GRANT AWARD BETWEEN PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION, RELATING TO THE FEDERAL FISCAL YEAR 2027 "REDUCING FATAL CRASHES THROUGH SPEED ENFORCEMENT" GRANT FOR THE PERIOD OF OCTOBER 1, 2026, THROUGH SEPTEMBER 30, 2027, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City Council of Pueblo has the authority on behalf of Pueblo, a Colorado Municipal Corporation, including its Police Department, to accept funding from the State of Colorado, Department of Transportation, for public and municipal purposes, and to enter into agreements relating thereto; and

WHEREAS, by letter dated April 24, 2026, the Colorado Department of Transportation, Office of Transportation Safety, Highway Safety Office, tentatively approved the City's application for Federal Fiscal Year 2027 "Reducing Fatal Crashes Through Speed Enforcement" funding in the amount of \$25,000.00; and

WHEREAS, on July 11, 2026, the Colorado Department of Transportation issued Purchase Order No. 411045403, encumbering funds in the amount of \$25,000.00 for the Pueblo Police Department, effective October 1, 2026, through September 30, 2027, subject to the State of Colorado Small Dollar Grant Award Terms and Conditions; and

WHEREAS, the Colorado Department of Transportation may hereafter issue a notice to proceed, award notification, or similar instrument confirming the same award, and it is the intent of the City Council that this Ordinance approve any such instrument that is consistent with the terms recited herein, and that any instrument inconsistent with those terms be submitted to the City Council for approval; and

WHEREAS, the grant pays one hundred percent of eligible expenses and requires no matching funds or cost sharing by the City; and

WHEREAS, the period of performance of the grant begins October 1, 2026, and it is in the best interest of the City that authority to expend the grant funds be effective as of that date; and

WHEREAS, acceptance of the funding for the purposes for which it has been made is in the best interest of the City and will benefit the health, welfare, and safety of the citizens of the City; NOW, THEREFORE,

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

SECTION 1.

The Grant Award between Pueblo, a Colorado Municipal Corporation, and the State of Colorado, acting by and through the Colorado Department of Transportation, Office of Transportation Safety, for the Federal Fiscal Year 2027 "Reducing Fatal Crashes Through Speed Enforcement" grant is hereby approved and accepted in accordance with its terms and conditions. Purchase Order No. 411045403 and the State of Colorado Small Dollar Grant

Award Terms and Conditions have been approved as to form by the City Attorney.

As used in this Ordinance, "Grant Award" means Colorado Department of Transportation Purchase Order No. 411045403 dated July 11, 2026, together with the State of Colorado Small Dollar Grant Award Terms and Conditions applicable thereto, copies of which are attached hereto, and any notice to proceed, award notification, grant agreement, or similar instrument hereafter issued by the Colorado Department of Transportation with respect to the same grant, provided that each such instrument:

- (a) is for the same project described in Purchase Order No. 411045403;
- (b) states a period of performance commencing no earlier than October 1, 2026, and ending no later than September 30, 2027;
- (c) states an amount not exceeding Twenty Five Thousand and 00/100 Dollars (\$25,000.00); and
- (d) imposes no matching funds, cost sharing, or other financial obligation upon the City.

Any instrument tendered by the Colorado Department of Transportation that does not satisfy each of the foregoing conditions is not approved by this Ordinance and shall be submitted to the City Council for approval.

SECTION 2.

The Mayor is hereby authorized to execute the Grant Award in the name of and on behalf of the City, and the City Clerk shall affix the Seal of the City to said documents and attest the same. The Mayor is further authorized to execute such certifications, assurances, reports, and other documents as are required by the terms of the Grant Award, and to execute any grant modification tendered by the Colorado Department of Transportation that does not increase the financial obligation of the City, extend the period of performance beyond September 30, 2027, or impose matching funds or cost sharing upon the City.

SECTION 3.

Project Number PS2608 is hereby established in the Public Safety Grants Fund. Funds in the amount of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) received or receivable under the Grant Award are hereby budgeted and appropriated into Project Number PS2608. Said funds shall be expended only for the purposes of the Grant Award and for no other purpose.

SECTION 4.

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

SECTION 5.

This Ordinance shall become effective on the date of final action by the Mayor and City Council. The authority to expend funds conferred by Section 3 of this Ordinance shall be effective as of October 1, 2026, being the first day of the period of performance of the Grant Award, and if final action upon this Ordinance occurs after October 1, 2026, said authority shall relate back to October 1, 2026, nunc pro tunc.

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

State of Colorado Small Dollar Grant Award Terms and Conditions

1. Offer/Acceptance.

This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology, and Addendum 2: Additional Terms and Conditions for Federal Provisions, below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the “Agreement”) shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award (“State”) and the Subrecipient identified on the face of the Small Dollar Grant Award (“Grantee”). If this Agreement refers to Grantee’s bid or proposal, this Agreement is an ACCEPTANCE of Grantee’s OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee’s acceptance, demonstrated by Grantee’s beginning performance or written acceptance of this Agreement. Any COUNTER-OFFER automatically CANCELS this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State’s financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.

2. Order of Precedence.

In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: (1) if applicable, Addendum 2: Additional Terms and Conditions for Federal Provisions, below; (2) the Small dollar Grant Award document; (3) these terms and conditions (including, if applicable, Addendum 1 below); and (4) any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee’s forms or invoices not included in this Agreement are void.

3. Changes.

Once accepted in accordance with §1, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.

4. Definitions.

The following terms shall be construed and interpreted as follows: (a) “Award” means an award of Federal financial assistance, and the grant setting forth the terms and conditions of that financial assistance, that a Non-Federal Entity receives or administer.;(b) “Budget” means the budget for the Work described in this Agreement; (c) “Business Day” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in CRS §24-11- 101(1); (d) “UCC” means the Uniform Commercial Code in CRS Title 4; (e) “Effective Date” means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; (f) “Federal Award” means an award of federal financial assistance or a cost-reimbursement contract, by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program; (g) “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1; (h) “Grantee” means the party or parties identified as such in the Grant to which these Terms and Conditions apply. Grantee also means Subrecipient; (i) “Grant Funds” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; (j) “Matching Funds” mean the funds provided by the Grantee to meet cost sharing requirements described in this Agreement; (k) “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or Subrecipient; (l) “Recipient” means the State agency identified on the face of the Small Dollar Grant Award; (m) “Subcontractor” means third parties, if any, engaged by Grantee to aid in performance of the Work; (n) “Subrecipient” means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency; (o) “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the

Federal Award specifically indicate otherwise; and (p) “Work” means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.

5. Delivery.

Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.

6. Rights to Materials.

[Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.]

Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively “Materials”), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.

7. Grantee Records.

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively “Grantee Records”). Grantee must collect, transmit, and store information related to this Agreement in open and machine-readable formats (2 CFR 200.336). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the “Record Retention Period”) of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee

shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, et seq. Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. Reporting.

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision-making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

9. Conflicts of Interest.

Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear

to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests.

10. Taxes.

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

11. Payment.

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Grantee.

12. Term.

The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.

13. Payment Disputes.

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

14. Matching Funds.

Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

15. Reimbursement of Grantee Costs.

If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except

that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are (a) reasonable and necessary to accomplish the Work, and (b) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).

16. Close-Out.

Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

17. Assignment.

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

18. Subcontracts.

Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and

regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

19. Severability.

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

20. Survival of Certain Agreement Terms.

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

21. Third Party Beneficiaries.

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

22. Waiver.

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

23. Indemnification.

[Not Applicable to Inter-governmental agreements] Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or

improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.

24. Notice.

All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.

25. Insurance.

Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: (a) workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, (b) Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; and \$50,000 any one fire, and (c) Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act.

26. Termination Prior to Grantee Acceptance.

If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.

27. Termination for Cause.

If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under §28.

28. Termination in Public Interest.

The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by §27. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.

29. Termination for Funds Availability.

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds

constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §28.

30. Grantee's Termination Under Federal Requirements.

If the Grant Funds include any federal funds, then Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for Work that will not be performed prior to the effective date of the termination.

31. Governmental Immunity.

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

32. Grant Recipient.

Grantee shall perform its duties hereunder as a grant recipient and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable

employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

33.Compliance with Law.

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

34.Choice of Law, Jurisdiction and Venue.

[Not Applicable to Inter-governmental agreements] Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.

35.Prohibited Terms.

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

36.Public Contracts for Services.

[Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental grant agreements, or information

technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract or agreement with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee shall (a) not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants during performance of this Agreement, (b) notify Subcontractor and the State within three days if Grantee has actual knowledge that Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) terminate the subcontract if Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the State a written, notarized affirmation that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the State may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

37. Public Contracts with Natural Persons.

Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that the person (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced a form of identification required by CRS §24-76.5-103 prior to the date Grantee begins Work under terms of the Agreement.

38. Whistle Blower Protections.

An employee of a grantee must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for

or negotiation of a contract) or grant. The subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

39. Accessibility.

Grantee shall comply with the *Accessibility Standards for Individuals with a Disability*, as adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. The State may require Grantee's compliance with the *Accessibility Standards for Individuals with a Disability* adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Grantee to review the selection of the third party. Grantee shall be responsible for all costs associated with the third-party vendor's assessment. If Grantee is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Grantee shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State. Grantee shall indemnify, save, hold harmless, and assume liability on behalf of the State, its officers, employees, agents and assignees (collectively the "Indemnified Parties"), for any and all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and other amounts incurred by any of the Indemnified Parties in relation to Contractor's noncompliance with §§24-85-101, et seq., C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103, C.R.S. State employees are considered third parties for the purposes of this section.

Addendum 1:

Additional Terms & Conditions for Information Technology

If any part of the subject matter of this Agreement is Information Technology, as defined in CRS § 24-37.5-102(2), the following provisions also apply to this Agreement.

A. Definitions.

The following terms shall be construed and interpreted as follows: (a) “CJI” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; (b) “Incident” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 et seq.; (c) “PCI” means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law; (d) “PHI” means any protected health information, including, without limitation any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; (e) “PII” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501; (f) “State Confidential Information” means any and all State Records not subject to disclosure under the Colorado Open Records Act and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under the Colorado Open Records Act, (g) “State Fiscal Rules” means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); (h) “State Fiscal Year” means a 12 month period beginning on July 1 of each

calendar year and ending on June 30 of the following calendar year; (i) “State Records” means any and all State data, information, and records, regardless of physical form; (j) “Tax Information” means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and (k) “Work Product” means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

B. Intellectual Property.

Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, “State Materials”). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State’s exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee’s obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate records relating to (a) its use of all Grantee and third party software licenses and rights to use any Grantee or third party software granted under this Agreement and its attachments to which the State is a party and (b) all amounts payable to Grantee pursuant to this Agreement and its attachments and the State’s obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State’s compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. Grantee retains the exclusive rights, title and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to all pre-existing software, licensed products, associated source

code, machine code, text images, audio, video, and third party materials, delivered by Grantee under the Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in a State-approved license agreement (a) entered into as exhibits or attachments to this Agreement, (b) obtained by the State from the applicable third party Grantee, or (c) in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that (a) requires the State or the State to indemnify Grantee or any other party, (b) is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or (c) is contrary to this Agreement.

C. Information Confidentiality.

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If Grantee will or may have access to any State Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall comply with all Colorado Office of Information Security ("OIS") policies and procedures which OIS has issued pursuant to CRS §§24-37.5-401 through 406 and 8 CCR §1501-5 and posted at <http://oit.state.co.us/ois>, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee's performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

D. Other Entity Access and Nondisclosure Agreements.

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

E. Use, Security, and Retention.

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

F. Incident Notice and Remediation.

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such

analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable actual costs thereof.

G. Data Protection and Handling.

Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.

H. Compliance.

If applicable, Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at <http://oit.state.co.us/ois>, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

I. Safeguarding PII.

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from

the unauthorized disclosure or loss thereof. Grantee shall be a “Third-Party Service Provider” as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 et seq. In addition, as set forth in §24-74-102, et seq., C.R.S., Grantee, including, but not limited to, Grantee’s employees, agents and subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Grantee is given direct access to any State databased containing PII, Grantee shall execute, on behalf of itself and its employees, the Certification PII Individual Certification Form or PII Entity Certification Form on an annual basis and Grantee’s duty shall continue as long as Grantee has direct access to any State databases containing PII. If Grantee uses any subcontractors to perform services requiring direct access to State databases containing PII, the Grantee shall require such subcontractors to execute and deliver the certification to the State on an annual basis, so long as the subcontractor has access to State databases containing PII.

J. Software Piracy Prohibition.

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

K. Information Technology.

To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee’s obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality,

integrity, availability, and auditing; Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at www.oit.state.co.us/about/policies. Grantee shall not allow remote access to State Records from outside the United States, including access by Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.

Grant Federal Provisions

If any part of this PO has been funded, in whole or in part, with federal funds, then following provisions shall also apply to this PO.

1. Applicability of Provisions.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. Definitions.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below. For a full list of definitions (as of October 1, 2024) under the Uniform Guidance, see 2 CFR 200.1.
 - 2.1.1. “Award” means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. “Entity” means:
 - 2.1.2.1. a non-federal entity;
 - 2.1.2.2. a non-profit organization or for-profit organization;
 - 2.1.3. “Executive” means an officer, managing partner or any other employee in a management position.
 - 2.1.4. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
 - 2.1.5. “Grant” means the Grant to which these Federal Provisions are attached.
 - 2.1.6. “Grantee” means the party or parties identified as such in the Grant to which these Federal provisions are attached. Grantee also means Subrecipient.

- 2.1.7. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.8. “Nonprofit Organization” organization, that:
- 2.1.8.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.8.2. Is not organized primarily for profit; and
 - 2.1.8.3. Uses net proceeds to maintain, improve, or expand the organization’s operations; and
 - 2.1.8.4. Is not an IHE.
- 2.1.9. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.10. “Pass-through Entity” means a recipient or subrecipient that provides a Subaward to a Subrecipient (including lower tier subrecipients) to carry out part of a Federal program. The authority of the pass-through entity under this part flows through the Subaward agreements between the pass-through entity and subrecipient.
- 2.1.11. “Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.12. “Subaward” means an award provided by a pass-through entity to a Subrecipient to contribute to the goals and objectives of the project by carrying out part of a Federal award received by the pass-through entity. The term does not include payments to a contractor, beneficiary or participant.
- 2.1.13. “Subrecipient” means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency. Subrecipient also means Grantee.
- 2.1.14. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.

- 2.1.15. “Total Compensation” means the cash and noncash dollar value an Executive earns during the entity’s preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).
- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. “Unique Entity ID” (UEI) is the universal identifier for federal financial assistance applicants, as well as recipients and their direct subrecipients (first tier subrecipients).
- 2.1.18. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

3. Compliance.

- 3.1. Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. System for Award Management (SAM) and Unique Entity ID Requirements.

- 4.1. SAM. Subrecipient must obtain a UEI but are not required to fully register in Sam.gov. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. Unique Entity ID. Subrecipient shall provide its Unique Entity ID to its Recipient, and shall update Subrecipient’s information at <http://www.sam.gov> at least annually after

the initial registration, and more frequently if required by changes in Subrecipient's information.

5. Total Compensation.

- 5.1.1. Subrecipient shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
- 5.1.2. The total Federal funding authorized to date under the Award is \$30,000 or more; and
- 5.1.3. In the preceding fiscal year, Subrecipient received:
 - 5.1.3.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 5.1.3.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 5.1.3.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. Reporting.

- 6.1. Pursuant to the Transparency Act, Subrecipient shall report data elements to SAM and to the Recipient as required in this Exhibit. No direct payment shall be made to Subrecipient for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Subrecipient's obligations under this Grant.

7. Effective Date and Dollar Threshold for Reporting.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to

the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.

- 7.2. The procurement standards in §9 below are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. Subrecipient Reporting Requirements.

- 8.1. Subrecipient shall report as set forth below.

8.1.1. To Recipient. A Subrecipient shall report the following data elements in SAM for each Federal Award Identification Number (FAIN) assigned by a Federal agency to a Recipient no later than the end of the month following the month in which the Subaward was made:

- 8.1.1.1. Subrecipient Unique Entity ID;
- 8.1.1.2. Subrecipient Unique Entity ID if more than one electronic fund transfer (EFT) account;
- 8.1.1.3. Subrecipient parent's organization Unique Entity ID;
- 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
- 8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 8.1.1.6. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip Code +4, and Congressional District.

8.1.2. The Recipient is required to submit this information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.frsrs.gov>.

9. Procurement Standards.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable

regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 9.4. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 during the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 9.5. Prohibition on certain telecommunications and video surveillance equipment or services (2 CFR 200.216). Subrecipient is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

10. Access to Records.

- 10.1. A Subrecipient shall permit Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Modification to period of performance), 2 CFR 200.337 (Access to Records) and Subpart F-Audit Requirements of the Uniform Guidance.
- 10.2. A Subrecipient must collect, transmit, and store information related to this Subaward in open and machine-readable formats (2 CFR 200.336).

11. Single Audit Requirements.

- 11.1. If a Subrecipient expends \$1,000,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.
 - 11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
 - 11.1.2. Exemption. If a Subrecipient expends less than \$1,000,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. Required Provisions for Subrecipient with Subcontractors.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Recipient, Subrecipients shall include all of the following applicable provisions;

12.1.1. For agreements with Subrecipients - Include the terms in the Grant Federal Provisions Exhibit (this exhibit)

12.1.2. For contracts with Subcontractors - Include the terms in the Contract Federal Provisions Exhibit.

13. Certifications.

13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.415. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. Exemptions.

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Subrecipient with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15.Event of Default and Termination.

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

15.1.1.Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

- 15.1.1.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
- 15.1.1.2. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 15.1.1.3. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 15.1.1.4. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award

16.Additional Federal Requirements.

16.1. Whistle Blower Protections

16.1.1.An employee of a subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in

paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

Colorado Dept of Transportation
2829 W. Howard Place
Denver CO 80204

DATE: 07/11/2026



Purchase Order
State of Colorado

Buyer: Richard Clark
Phone Number:
Agency Contact: Josephine Oldaker
Phone Number: 303-365-7044

IMPORTANT
The PO# and Line#
must appear on all
invoices, packing
slips, cartons and
correspondence

PO# 411045403
Award#:
BID#:



Page# 1 of 1

Vendor Master#: 2000036
Phone: 719-553-2643
Vendor Contact:

V
E
N
D
O
R

CITY OF PUEBLO
200 S MAIN STREET
PUEBLO CO 81003

Invoice
TO: CDOT OFFICE OF TRANSP. SAFETY
2829 W. Howard Place
DENVER CO 80204

Payment will be made by this agency

Ship
TO: Colorado Dept of Transportation
2829 W Howard Pl
Denver CO 80204

Delivery/Installation Date: 09/30/2027
PO Expiration Date: 09/30/2027

INSTRUCTIONS TO VENDOR

1. If for any reason, delivery of this order is delayed beyond the delivery/Installation date shown, please notify the agency contact named at the top left (Right of cancellation is reserved in instances in which timely delivery is not made). 2. All chemicals, equipment and materials must conform to the standards required by OSHA. 3. NOTE: Additional terms and conditions on reverse side or at address shown in Special Instructions.

SPECIAL INSTRUCTIONS
***Office of Transportation Safety Pueblo Police Dept. Effective 10/01/2026 through 09/30/2027**

LINE	PRODUCT NUMBER PRODUCT CATEGORY DESCRIPTION	UOM PLANT	QUANTITY	UNIT COST	TOTAL ITEM COST
00001	92585 OTS Grant FFY27 - Pueblo PD PTS	AU 7001	25,000.00 0	1.00	25,000.00

DOCUMENT TOTAL: 25,000.00

THIS PO IS ISSUED IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS
<https://osc.colorado.gov/spco/central-contracts-unit/purchase-order-terms-conditions>
DP-01 (R-02/06)

FOR THE STATE OF COLORADO

Authorized Signature Date

Signature not required if PO transmitted electronically.



COLORADO

Department of Transportation

Office of Transportation
Safety & Risk Management

4/24/2026

Sergeant Michael Sincerbox
1 City Hall Place
Pueblo, CO 81003

Re: Application for Federal Fiscal Year 2027
Reducing Fatal Crashes through Speed Enforcement in the amount of \$25,000

Dear Sergeant Sincerbox:

The Colorado Department of Transportation (CDOT), Office of Transportation Safety (OTS), Highway Safety Office (HSO) would like to thank you for your dedication and interest in improving traffic safety in your community. The HSO is pleased to inform you that your application is *tentatively* approved for the amount referenced above. The award amount is contingent upon funds being appropriated at the federal level and becoming available to CDOT, and approval of the FY27 Colorado Annual Grant Application.

This letter does not constitute a contract or a Notice to Proceed. This letter does not authorize any reimbursable activity or expenditure until any project or budget revisions are completed and approved and a grant agreement or purchase order is issued.

Please contact me at brooke.rohde@state.co.us to discuss budget and application finalization. All modifications are due no later than Friday, May 8, 2026. Thank you for your commitment toward improving traffic safety.

Sincerely,

Brooke Rohde
Program Manager





Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 14, 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 REPEALING AND REENACTING SECTION 15-1-10 OF THE PUEBLO MUNICIPAL CODE ENTITLED "OWNER LIABILITY FOR TRAFFIC SIGNAL CAMERA VIOLATIONS" TO CONFORM THE CITY'S TRAFFIC SIGNAL CAMERA PROGRAM TO SENATE BILL 26-152 AND TO ALIGN OPERATIONALLY WITH SECTION 15-1-25

SUMMARY:

This proposed Ordinance repeals and reenacts Section 15-1-10 of the Pueblo Municipal Code to conform the City's traffic signal camera (red-light camera) program to Senate Bill 26-152 (signed by Governor Polis on June 2, 2026, effective August 12, 2026), which amended C.R.S. Section 42-4-110.5 to impose new procedural requirements on all Automated Vehicle Identification System (AVIS) programs, including red-light camera programs. The reenacted Section 15-1-10 adds the four-ground owner non-liability affidavit procedure, new public notification requirements for any new traffic signal camera location, a flat-rate vendor compensation structure, a prohibition on vehicle immobilization for AVIS civil penalties, annual public reporting obligations, data privacy and retention rules, and equipment calibration requirements. The reenacted Section also aligns operationally with new Section 15-1-25 (AVIS speed enforcement), including the same two-step Notice of Violation and Civil Penalty Assessment Notice procedure, the same administrative hearing track before the Municipal Judge or an Assistant Municipal Judge sitting as administrative hearing officer for the Traffic Violations Bureau, and the same de novo appeal to the Pueblo County Court. Peace officer review of citations before mailing remains available, and non-sworn City employees designated in writing by the Chief of Police may also perform such review, consistent with the review authority in new Section 15-1-25(i)(3).

PREVIOUS COUNCIL ACTION:

The City's traffic signal camera program, currently codified at Section 15-1-10 of the Pueblo Municipal Code, was originally adopted as Section 15-1-15 by Ordinance No. 6119 (introduced September 9, 1996), most recently substantively amended by

Ordinance No. 7949 (December 22, 2008), and reenacted and renumbered as Section 15-1-10 as part of the comprehensive Chapter 1 restructure adopted by Ordinance No. 11086 (December 8, 2025).

BACKGROUND:

The Colorado General Assembly has progressively expanded the procedural requirements applicable to municipal use of Automated Vehicle Identification Systems for traffic enforcement. Senate Bill 26-152 (signed by Governor Polis on June 2, 2026, effective August 12, 2026) amended C.R.S. Section 42-4-110.5 in ways that apply to both red-light camera programs and speed camera programs. Because the current Section 15-1-10 of the Pueblo Municipal Code does not incorporate several of these new procedural requirements, the City's red-light camera program is inconsistent with state law as currently written.

The specific SB 26-152 amendments that require conforming changes to Section 15-1-10 include: a mandatory affidavit-based owner non-liability procedure with four enumerated defenses (prior sale or transfer, prior theft, separate traffic citation issued, deceased owner); new public notification requirements applicable to any new red-light camera location (30-day website and social media announcement, 30-day per-location sign posting, and a 30-day written warning period during which no civil penalty may be imposed); a flat-rate vendor compensation structure that is not contingent on citation volume or revenue; a prohibition on booting vehicles to enforce unpaid AVIS civil penalties; annual public reporting on the City website; and specific data privacy, retention, and destruction rules for photographs and video collected by the AVIS.

Senate Bill 26-152 also amended the civil penalty caps applicable to red-light camera enforcement under C.R.S. Section 42-4-110.5(4.5). The current maximum penalty of \$75 remains in effect through December 31, 2034, and the maximum increases to \$95 on and after January 1, 2035. The reenacted Section 15-1-10 incorporates both caps to preserve future flexibility without requiring further Council action in 2034.

In addition to conforming to Senate Bill 26-152, this reenactment aligns Section 15-1-10 operationally with new Section 15-1-25 (AVIS speed enforcement). Both programs now use the same two-step Notice of Violation and Civil Penalty Assessment Notice procedure, the same administrative hearing track (Municipal Judge sitting as hearing officer for the Traffic Violations Bureau), the same de novo appeal to the Pueblo County Court, the same officer-review requirement (with peace officer or non-sworn designated employee alternatives), and the same affidavit-based defenses. Operational consistency simplifies training, vendor integration, and the public-facing experience for registered owners regardless of which program issues their citation.

The existing traffic signal cameras currently operating within the City are grandfathered with respect to the new-system public notification and warning period requirements in the reenacted Section 15-1-10(f). Those requirements apply only to any new traffic

signal camera deployed at a signalized intersection where the City has not previously operated a traffic signal camera.

FINANCIAL IMPLICATIONS:

No new capital expenditures are contemplated by this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Formal stakeholder engagement, including a public hearing before City Council, will occur during the two-reading ordinance adoption process required by Charter Section 3-19.

ALTERNATIVES:

If this Ordinance is not approved, the City's traffic signal camera program will continue to operate under Section 15-1-10 as currently written, which does not incorporate the new procedural requirements imposed by Senate Bill 26-152. State law preempts inconsistent local provisions, and registered owners, the public, and City staff must work through a Municipal Code section that does not reflect the requirements actually applicable to red-light camera citations. This creates operational confusion, litigation risk, and the appearance that the City is not conforming its ordinances to state law.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Background - Amending AVIS Sec 15-1-10
2. Ordinance - Amending AVIS Sec 15-1-10

ORDINANCE NO.

AN ORDINANCE REPEALING AND REENACTING SECTION 15-1-10 OF THE PUEBLO MUNICIPAL CODE ENTITLED "OWNER LIABILITY FOR TRAFFIC SIGNAL CAMERA VIOLATIONS" TO CONFORM THE CITY'S TRAFFIC SIGNAL CAMERA PROGRAM TO SENATE BILL 26-152 AND TO ALIGN OPERATIONALLY WITH SECTION 15-1-25

WHEREAS, 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 regulation of vehicular traffic on public streets within the City; and

WHEREAS, the Colorado General Assembly has declared that the enforcement of traffic laws through the use of automated vehicle identification systems is a matter of statewide concern requiring uniform state standards, C.R.S. Section 42-4-110.5(1); and

WHEREAS, C.R.S. Section 42-4-110.5(2), as amended by S.B. 23-200 (effective June 5, 2023), S.B. 24-195 (effective June 5, 2024), and S.B. 26-152 (signed by Governor Polis on June 2, 2026, effective August 12, 2026), authorizes a municipality to adopt an ordinance authorizing the use of an automated vehicle identification system to detect violations of traffic regulations adopted by the municipality or violations of state traffic law, subject to the conditions and limitations set forth in that section, including traffic signal violations detected through the use of a traffic signal camera; and

WHEREAS, the City has operated a traffic signal camera program since 1996, originally adopted as Section 15-1-15 by Ordinance No. 6119 (introduced September 9, 1996), most recently substantively amended by Ordinance No. 7949 (December 22, 2008), and reenacted and renumbered as Section 15-1-10 as part of the comprehensive Chapter 1 restructure adopted by Ordinance No. 11086 (December 8, 2025); and

WHEREAS, Senate Bill 26-152 imposes new procedural requirements applicable to all Automated Vehicle Identification System programs, including red-light camera programs, including a mandatory affidavit-based owner non-liability procedure, new-system public notification requirements, a flat-rate vendor compensation structure, a prohibition on vehicle immobilization to enforce unpaid civil penalties, annual public reporting obligations, and data privacy and retention rules that are not currently reflected in Section 15-1-10 of the Pueblo Municipal Code; and

WHEREAS, the City Council deems it necessary and appropriate to conform Section 15-1-10 of the Pueblo Municipal Code to the requirements of Senate Bill 26-152 and to align the City's red-light camera program operationally with the AVIS speed enforcement program authorized by new Section 15-1-25, including the two-step Notice of Violation and Civil Penalty Assessment Notice procedure, the administrative hearing track, the de novo appeal to the Pueblo County Court, and the officer-review authority available to peace officers and non-sworn employees designated in writing by the Chief of Police; and

WHEREAS, given the scope of the changes required, the City Council finds that repealing Section 15-1-10 in its entirety and reenacting it as a single, coherent section is preferable to a series of piecemeal amendments. NOW, THEREFORE,

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

SECTION 1.

Section 15-1-10 of the Pueblo Municipal Code is hereby repealed and reenacted in its entirety, to read as follows:

Sec. 15-1-10. Owner liability for traffic signal camera violations.

(a) Definitions. As used in this Section, unless the context otherwise requires:

(1) "Traffic Signal Camera" means an Automated Vehicle Identification System, as defined in C.R.S. Section 42-4-110.5(1.1)(a), that is operated under the general supervision of a police officer, is placed at a signalized intersection within the City, and is programmed to automatically photograph or digitally record the intersection and vehicles entering the intersection after a steady circular red signal or a steady red arrow signal has been displayed to such vehicles. The term does not include automated vehicle identification systems used to detect speed violations under Section 15-1-25 of this Code and does not include automated license plate reader systems as defined in C.R.S. Section 24-31-1301.

(2) "Owner" means the person in whose name a motor vehicle is registered with the Colorado Department of Revenue or with the vehicle registration authority of any other state.

(3) "Civil Penalty Assessment Notice" or "CPAN" means a notice issued to the registered owner of a motor vehicle after the registered owner has failed to respond to a Notice of Violation by the deadline stated on the Notice of Violation.

(4) "Notice of Violation" or "NOV" means a notice issued to the registered owner of a motor vehicle involved in an alleged traffic signal camera violation.

(5) "Registered Owner" has the same meaning as "Owner" in subsection (a)(2) of this Section.

(6) "Person" means natural persons, corporations, partnerships, limited partnerships, and limited liability companies.

(b) Authorization. The Chief of Police and the Traffic Engineer are hereby authorized and directed to deploy traffic signal cameras at one or more signalized intersections within the City for the purpose of detecting noncompliance with traffic control devices at such intersections, subject to the conditions and limitations set forth in this Section and in C.R.S. Section 42-4-110.5, as amended. The signalized intersections at which traffic signal cameras are deployed may be changed from time to time among signalized intersections within the City that have high traffic volume, above-average crash experience, and have experienced injury-producing crashes. Traffic signal cameras shall not be located on any highway that is part of the federal interstate highway system.

(c) Owner Liability. The owner of a vehicle shall be liable for a civil penalty imposed as provided in this Section if such vehicle was used or operated with the permission of the owner, express or implied, in violation of Section 604(1)(c) of the Model Traffic Code (adopted by reference in Section 15-1-1 of this Chapter), and such violation is evidenced by information obtained from a traffic signal camera; provided, however, that no owner of a vehicle shall be liable for a penalty imposed pursuant to this Section where the operator of such vehicle has been convicted of the underlying violation of Section 604(1)(c) of the Model Traffic Code.

(d) Prima Facie Evidence of Ownership. Proof that a particular vehicle, identified by its license plate tag or tags in a photograph or digitally recorded image produced by a

traffic signal camera, is registered to a person, as shown in records of the Colorado Department of Revenue, Motor Vehicle Division, or of the County Clerk and Recorder, or of the vehicle registration authority for any other state in which a vehicle is found to be registered, shall constitute prima facie evidence that said person is the owner of said vehicle.

(e) Signage Requirements.

(1) Intersection Signage. Before the City begins operation of a traffic signal camera at a signalized intersection, the City shall post an appropriate sign in a conspicuous place not less than a reasonable distance before the signalized intersection at which the traffic signal camera is deployed, notifying the public that a traffic signal camera is in use ahead.

(2) General Signage Requirements. The City shall not use a traffic signal camera to detect a violation unless there is posted an appropriate sign in a conspicuous place not less than a reasonable distance before the signalized intersection at which the traffic signal camera is deployed. This requirement shall not be deemed satisfied by the posting of a permanent sign at the borders of the City. Each sign required by this subsection (e) shall use lettering that is at least four inches high for uppercase letters and three inches high for lowercase letters.

(f) New System Public Notification. For any new traffic signal camera deployed at a signalized intersection where the City has not previously operated a traffic signal camera:

(1) Public Announcement. The City shall publicly announce the implementation of the traffic signal camera on the City's official website and on the City's social media accounts, if any, for at least 30 days prior to the activation of the system. Each fixed camera location shall be treated as a discrete system for purposes of this notice requirement.

(2) Per-Intersection Sign. At least 30 days before the traffic signal camera is activated at a given signalized intersection, the City shall post a sign at that intersection announcing the upcoming use of a traffic signal camera. The sign shall use lettering that is at least four inches high for uppercase letters and three inches high for lowercase letters.

(3) Warning Period. For the first 30 days after the traffic signal camera is installed or deployed at a given signalized intersection, only warnings shall be issued for violations detected by the system at that location, and such warnings shall be issued and delivered in writing. No civil penalty shall be imposed during this 30-day warning period.

(4) Extended Notice. The City may, in its discretion, conduct an extended public information campaign or warning period, or post additional signs, beyond the minimum requirements of this subsection (f).

(5) Existing Installations. Subsections (f)(1), (f)(2), and (f)(3) of this Section do not apply to traffic signal cameras in operation at any signalized intersection within the City on the effective date of this Section. Any new traffic signal camera deployed at an intersection where the City has not previously operated a traffic

signal camera constitutes a new deployment requiring compliance with subsections (f)(1), (f)(2), and (f)(3) at that new location.

(g) Civil Penalty Schedule.

(1) Maximum Civil Penalty. The civil penalty assessed under this Section shall not exceed: (A) \$75.00 for violations occurring through December 31, 2034; and (B) \$95.00 for violations occurring on or after January 1, 2035, consistent with the caps established in C.R.S. Section 42-4-110.5(4.5) as amended.

(2) Fine Schedule. The presiding Municipal Judge shall adopt and include with the schedule of designated fines adopted under Section 15-1-2 of this Chapter a designated schedule for civil penalties imposed under this Section, consistent with the caps established in subsection (g)(1) of this Section and in C.R.S. Section 42-4-110.5(4.5).

(h) Notice of Violation.

(1) If the City detects an alleged violation of Section 604(1)(c) of the Model Traffic Code through the use of a traffic signal camera, the City shall issue, or cause its vendor to issue, a Notice of Violation to the registered owner of the motor vehicle involved in the alleged violation, by first-class mail, personal service, or any equivalent or superior mail delivery service:

(A) Within 30 days after the alleged violation occurred if the motor vehicle is registered in Colorado; or

(B) Within 60 days after the alleged violation occurred if the motor vehicle is registered outside of Colorado.

(2) The Notice of Violation shall contain:

(A) The name and address of the registered owner;

(B) The license plate number of the motor vehicle;

(C) The date, time, and location of the alleged violation;

(D) The amount of the prescribed civil penalty;

(E) The deadline for payment or for disputing the alleged violation, which deadline shall not be less than 45 days after the issuance date on the Notice of Violation; and

(F) Information on how the registered owner may either dispute the alleged violation in a hearing, pay the prescribed civil penalty, or submit an affidavit of non-liability under subsection (m) of this Section.

(3) No Notice of Violation prepared by any vendor shall be mailed or served upon a registered owner until the notice and the information upon which it is based has been individually reviewed and approved by a City peace officer or by a non-sworn City employee designated in writing by the Chief of Police for that

purpose.

(i) Civil Penalty Assessment Notice.

(1) If the City does not receive the prescribed civil penalty, a written notice requesting a hearing, or an affidavit of non-liability under subsection (m) by the deadline stated on the Notice of Violation, the City shall issue, or cause its vendor to issue, a Civil Penalty Assessment Notice to the registered owner by first-class mail, personal service, or equivalent or superior mail delivery service, no later than 30 days after the deadline on the Notice of Violation.

(2) The Civil Penalty Assessment Notice shall contain: (A) the name and address of the registered owner; (B) the license plate of the motor vehicle; (C) the date, time, and location of the alleged violation; (D) the amount of the prescribed civil penalty; (E) the deadline for payment; and (F) information on how to pay the prescribed civil penalty.

(3) If the registered owner fails to request a hearing by the deadline stated in the Notice of Violation, the registered owner waives any right to contest the violation or the amount of the prescribed civil penalty.

(j) Default Judgment. If the registered owner to whom a Civil Penalty Assessment Notice has been issued fails to pay the prescribed civil penalty or otherwise respond to the Notice by timely seeking a hearing, the Clerk of the Pueblo Municipal Court or Traffic Violations Bureau shall send a second notice by certified mail, return receipt requested, to the registered owner, warning the registered owner that in the event such second notice is disregarded for a period of 20 days from the date of mailing, default judgment will be entered. If the second notice is disregarded for a period of 20 days from the date of mailing, the Clerk of the Municipal Court shall enter default judgment, which identifies the vehicle involved in the violation, and transmit the same to the Pueblo Police Department.

(k) Hearing.

(1) If a hearing is timely requested to contest liability under this Section, adjudication of the liability imposed upon registered owners by this Section shall be by the Municipal Judge, or one of the Assistant Municipal Judges, sitting as an administrative hearing officer for the Traffic Violations Bureau. In hearings to determine liability under this Section, it shall be the City's burden to prove liability by a preponderance of the evidence. The proceedings shall be conducted informally without strict adherence to the rules of evidence, provided that testimony and exhibits received and considered shall have sufficient indicia of authenticity and reliability so as to constitute competent evidence. The signed officer review required by subsection (h)(3) of this Section, together with the photographic and recorded information produced by the traffic signal camera, shall constitute the City's case-in-chief. The City Prosecutor shall not be required to appear at hearings held under this subsection.

(l) Appeal. Final orders of liability entered under this Section may be appealed by the registered owner as to matters of law and fact to the County Court of Pueblo County, Colorado, in accordance with C.R.S. Section 42-4-110.5(2)(a)(VIII). The appeal shall be a de novo hearing. The registered owner may assert on appeal that a Notice of Violation

served by first-class mail or other mail delivery service was not actually delivered.

(m) Defenses and Limitations on Owner Liability.

(1) Driver Privacy. The City shall not require a registered owner to disclose the identity of the driver of the vehicle at the time of the alleged violation.

(2) Owner Responsibility; Enumerated Exceptions. The registered owner of the motor vehicle detected by the traffic signal camera is responsible for paying the civil penalty associated with the Notice of Violation unless the registered owner establishes by timely affidavit, in accordance with subsection (m)(3) of this Section, that one or more of the following applies:

(A) The motor vehicle had been sold, leased, or transferred prior to the time of the violation, established by a bill of sale or other documentation showing that the motor vehicle was sold, leased, or transferred before the date and time of the violation;

(B) The motor vehicle had been stolen prior to the time of the violation, established by a copy of the police report showing that the license plate or motor vehicle was stolen before the date and time of the violation;

(C) A law enforcement officer issued a separate traffic citation to the registered owner or to the driver of the motor vehicle for the same violation detected by the AVIS, established by a copy of the separate citation; or

(D) The registered owner was deceased prior to the date of the violation, established by a certified copy of the death certificate showing that the death of the registered owner occurred before the date of the violation and by one of the following: (i) a bill of sale or other document showing that the motor vehicle was sold or transferred after the date of the registered owner's death and before the date of the violation; (ii) documented proof that the registered license plate was returned to the Colorado Department of Revenue or another office or authorized agent of the Department after the date of the registered owner's death and before the date of the violation; or (iii) a copy of the police report showing that the registered owner's license plate or motor vehicle was stolen after the date of the registered owner's death and before the date of the violation.

(3) Affidavit Procedure. To establish that the registered owner is not responsible for paying a civil penalty associated with a Notice of Violation, the registered owner or, in the case of a deceased owner, a representative of the estate or a family member of the registered owner, must, within 30 days after the date of issuance of the Notice of Violation, provide to the City an affidavit with supporting documentation establishing one or more of the exceptions set forth in subsection (m)(2) of this Section. The affidavit must include the civil penalty number identifying the Notice of Violation. The registered owner of a motor vehicle that was leased at the time of the violation is not required to submit an affidavit if the motor vehicle was registered in the name of the lessee at the time of the violation.

(4) Mandatory Administrative Dismissal. Upon receipt of an affidavit and

sufficient supporting documentation under subsection (m)(3) of this Section, the City shall dismiss the Notice of Violation and provide written proof of the dismissal to the registered owner or other person who submitted the affidavit.

(5) **False Affidavit.** A person who submits a false affidavit under this subsection (m) commits a Class 2 misdemeanor traffic offense and, upon conviction, shall be punished as provided in C.R.S. Section 42-4-1701(3). The City Prosecutor is authorized to prosecute any such offense.

(6) **Affidavit Intake.** Submission of an affidavit and supporting documentation under this subsection (m) may be made through the vendor portal, by mail to the Traffic Violations Bureau, or in person at the City Clerk's office. Any contract for traffic signal camera equipment or services under subsection (t) of this Section shall require that the vendor portal accept affidavit submissions with file attachments and route them to the City Clerk for processing.

(n) **No Points Assessment; No DMV Reporting.** No violation detected by a traffic signal camera under this Section shall result in the assessment of points against a driver's license or be reported to the Colorado Department of Revenue as a conviction or entry of judgment. Neither payment of the civil penalty assessed pursuant to a Notice of Violation or Civil Penalty Assessment Notice issued under this Section, nor imposition of liability under this Section determined upon hearing before the Municipal Judge, nor any other adverse disposition, shall be deemed a conviction as an operator or driver, and no record relating to the same shall be used for insurance purposes in the provision of motor vehicle insurance coverage or determination of the premium therefor.

(o) **No Vehicle Immobilization.** The City shall not attempt to enforce an unpaid traffic signal camera civil penalty by immobilizing (booting) the registered owner's vehicle.

(p) **Collection Limitation.** The City shall not initiate or pursue a collection action against a registered owner for a debt resulting from an unpaid traffic signal camera civil penalty unless the registered owner has been personally served the Notice of Violation or the final order of liability.

(q) **Leased and Rented Vehicles.** If the registered owner of a motor vehicle involved in a violation detected by a traffic signal camera is engaged in the business of leasing or renting motor vehicles, the registered owner remains liable for payment of the civil penalty even if the registered owner was not driving the motor vehicle, but may obtain payment from the lessee or renter and forward the payment to the City. A lessor who sends to the Traffic Violations Bureau a copy of the rental, lease, or other contract document covering the vehicle on the date of the violation, with the name and address of the lessee clearly legible, within 30 days after receiving the Notice of Violation, shall not be found liable. The lessee shall then be deemed the registered owner for purposes of this Section and shall be sent a Notice of Violation.

(r) **Data Privacy, Retention, and Destruction.** The City and any vendor operating a traffic signal camera under this Section shall:

(1) Program the traffic signal camera to retain data only when a violation occurs;

(2) Treat all photographs and video collected by the traffic signal camera as confidential and exempt from disclosure and inspection pursuant to part 2 of

article 72 of title 24, C.R.S. (the Colorado Open Records Act);

(3) Not use, disclose, sell, or permit access to photographs, video, or personally identifiable data collected by the traffic signal camera except to the extent necessary to operate the program, including for purposes of processing violations, for other law enforcement purposes, for transferring data to a new vendor or operating system, or, pursuant to a court order, for use in unrelated legal proceedings; and

(4) Destroy any photographs and video of a violation collected by the traffic signal camera within three years after the final disposition of the violation, unless the photographs or video are maintained in a separate system for other purposes allowed by law.

(s) **Equipment Calibration and Accuracy.** All traffic signal camera equipment deployed by the City shall be calibrated and certified for accuracy by an independent third party prior to initial deployment and at least annually thereafter. Calibration records, including the date of calibration, the identity of the calibrating entity, and the results of each calibration test, shall be maintained by the Pueblo Police Department and shall be public records available for inspection. No Notice of Violation shall be issued based on data from a traffic signal camera unit whose calibration certification has expired.

(t) **Vendor Compensation.** No portion of any fine or civil penalty collected through the use of a traffic signal camera under this Section may be paid to the manufacturer or vendor of the traffic signal camera equipment. Compensation paid by the City for such equipment shall be based upon the value of the equipment and the value of any services provided to the City, structured as a flat monthly fee or a flat hourly rate that is not contingent upon, and does not vary based on, the number of citations issued or the amount of revenue generated.

(u) **Public Reporting.** The City shall publish a report on the City's official website annually, timed to coincide with the City's fiscal year, and maintained on a publicly accessible page for each year of operation. The report shall include, for each signalized intersection at which a traffic signal camera is deployed: (1) the number of warnings issued; (2) the number of Notices of Violation issued; (3) the number of citations paid, contested, dismissed by affidavit, and in default; (4) total civil penalty revenue collected; (5) total program operating costs, including vendor compensation, equipment, signage, and administrative costs; (6) crash frequency and severity data for the intersection, including a comparison of pre-installation and post-installation crash rates where at least one full year of post-installation data is available; and (7) any other data required by state law or determined by the Chief of Police to be relevant to public understanding of the program.

(v) **Relationship to Section 15-1-25.** This Section governs traffic signal camera enforcement only and shall not be construed to modify, limit, or supersede the AVIS speed enforcement program established under Section 15-1-25 of this Chapter. The two programs shall operate independently.

(w) **Severability.** If any subsection, sentence, clause, or phrase of this Section is for any reason held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Section. The City Council hereby declares that it would have adopted this Section and each subsection, sentence, clause, and phrase thereof irrespective of the fact that any one or more subsections, sentences, clauses, or

phrases be declared unconstitutional or invalid.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective upon final action of the Mayor, coincident with the effective date of the companion enabling ordinance amending Title XV of the Pueblo Municipal Code by the addition of Section 15-1-25.

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: September 14, 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 REPEALING AND REENACTING SECTION 15-1-10 OF THE PUEBLO MUNICIPAL CODE ENTITLED "OWNER LIABILITY FOR TRAFFIC SIGNAL CAMERA VIOLATIONS" TO CONFORM THE CITY'S TRAFFIC SIGNAL CAMERA PROGRAM TO SENATE BILL 26-152 AND TO ALIGN OPERATIONALLY WITH SECTION 15-1-25

SUMMARY:

This proposed Ordinance repeals and reenacts Section 15-1-10 of the Pueblo Municipal Code to conform the City's traffic signal camera (red-light camera) program to Senate Bill 26-152 (signed by Governor Polis on June 2, 2026, effective August 12, 2026), which amended C.R.S. Section 42-4-110.5 to impose new procedural requirements on all Automated Vehicle Identification System (AVIS) programs, including red-light camera programs. The reenacted Section 15-1-10 adds the four-ground owner non-liability affidavit procedure, new public notification requirements for any new traffic signal camera location, a flat-rate vendor compensation structure, a prohibition on vehicle immobilization for AVIS civil penalties, annual public reporting obligations, data privacy and retention rules, and equipment calibration requirements. The reenacted Section also aligns operationally with new Section 15-1-25 (AVIS speed enforcement), including the same two-step Notice of Violation and Civil Penalty Assessment Notice procedure, the same administrative hearing track before the Municipal Judge or an Assistant Municipal Judge sitting as administrative hearing officer for the Traffic Violations Bureau, and the same de novo appeal to the Pueblo County Court. Peace officer review of citations before mailing remains available, and non-sworn City employees designated in writing by the Chief of Police may also perform such review, consistent with the review authority in new Section 15-1-25(i)(3).

PREVIOUS COUNCIL ACTION:

The City's traffic signal camera program, currently codified at Section 15-1-10 of the Pueblo Municipal Code, was originally adopted as Section 15-1-15 by Ordinance No. 6119 (introduced September 9, 1996), most recently substantively amended by Ordinance No. 7949 (December 22, 2008), and reenacted and renumbered as Section 15-1-10 as part of the comprehensive Chapter 1 restructure adopted by Ordinance No. 11086 (December 8, 2025).

BACKGROUND:

The Colorado General Assembly has progressively expanded the procedural requirements applicable to municipal use of Automated Vehicle Identification Systems for traffic enforcement. Senate Bill 26-152 (signed by Governor Polis on June 2, 2026, effective August 12, 2026) amended C.R.S. Section 42-4-110.5 in ways that apply to both red-light camera programs and speed camera programs. Because the current Section 15-1-10 of the Pueblo Municipal Code does not incorporate several of these new procedural requirements, the City's red-light camera program is inconsistent with state law as currently written.

The specific SB 26-152 amendments that require conforming changes to Section 15-1-10 include: a mandatory affidavit-based owner non-liability procedure with four enumerated defenses (prior sale or transfer, prior theft, separate traffic citation issued, deceased owner); new public notification requirements applicable to any new red-light camera location (30-day website and social media announcement, 30-day per-location sign posting, and a 30-day written warning period during which no civil penalty may be imposed); a flat-rate vendor compensation structure that is not contingent on citation volume or revenue; a prohibition on booting vehicles to enforce unpaid AVIS civil penalties; annual public reporting on the City website; and specific data privacy, retention, and destruction rules for photographs and video collected by the AVIS.

Senate Bill 26-152 also amended the civil penalty caps applicable to red-light camera enforcement under C.R.S. Section 42-4-110.5(4.5). The current maximum penalty of \$75 remains in effect through December 31, 2034, and the maximum increases to \$95 on and after January 1, 2035. The reenacted Section 15-1-10 incorporates both caps to preserve future flexibility without requiring further Council action in 2034.

In addition to conforming to Senate Bill 26-152, this reenactment aligns Section 15-1-10 operationally with new Section 15-1-25 (AVIS speed enforcement). Both programs now use the same two-step Notice of Violation and Civil Penalty Assessment Notice procedure, the same administrative hearing track (Municipal Judge sitting as hearing officer for the Traffic Violations Bureau), the same de novo appeal to the Pueblo County Court, the same officer-review requirement (with peace officer or non-sworn designated employee alternatives), and the same affidavit-based defenses. Operational consistency simplifies training, vendor integration, and the public-facing experience for registered owners regardless of which program issues their citation.

The existing traffic signal cameras currently operating within the City are grandfathered with respect to the new-system public notification and warning period requirements in the reenacted Section 15-1-10(f). Those requirements apply only to any new traffic signal camera deployed at a signalized intersection where the City has not previously operated a traffic signal camera.

FINANCIAL IMPLICATIONS:

No new capital expenditures are contemplated by this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Formal stakeholder engagement, including a public hearing before City Council, will occur during the two-reading ordinance adoption process required by Charter Section 3-19.

ALTERNATIVES:

If this Ordinance is not approved, the City's traffic signal camera program will continue to operate under Section 15-1-10 as currently written, which does not incorporate the new procedural requirements imposed by Senate Bill 26-152. State law preempts inconsistent local provisions, and registered owners, the public, and City staff must work through a Municipal Code section that does not reflect the requirements actually applicable to red-light camera citations. This creates operational confusion, litigation risk, and the appearance that the City is not conforming its ordinances to state law.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:

Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE REPEALING AND REENACTING SECTION 15-1-10 OF THE PUEBLO MUNICIPAL CODE ENTITLED "OWNER LIABILITY FOR TRAFFIC SIGNAL CAMERA VIOLATIONS" TO CONFORM THE CITY'S TRAFFIC SIGNAL CAMERA PROGRAM TO SENATE BILL 26-152 AND TO ALIGN OPERATIONALLY WITH SECTION 15-1-25

WHEREAS, 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 regulation of vehicular traffic on public streets within the City; and

WHEREAS, the Colorado General Assembly has declared that the enforcement of traffic laws through the use of automated vehicle identification systems is a matter of statewide concern requiring uniform state standards, C.R.S. Section 42-4-110.5(1); and

WHEREAS, C.R.S. Section 42-4-110.5(2), as amended by S.B. 23-200 (effective June 5, 2023), S.B. 24-195 (effective June 5, 2024), and S.B. 26-152 (signed by Governor Polis on June 2, 2026, effective August 12, 2026), authorizes a municipality to adopt an ordinance authorizing the use of an automated vehicle identification system to detect violations of traffic regulations adopted by the municipality or violations of state traffic law, subject to the conditions and limitations set forth in that section, including traffic signal violations detected through the use of a traffic signal camera; and

WHEREAS, the City has operated a traffic signal camera program since 1996, originally adopted as Section 15-1-15 by Ordinance No. 6119 (introduced September 9, 1996), most recently substantively amended by Ordinance No. 7949 (December 22, 2008), and reenacted and renumbered as Section 15-1-10 as part of the comprehensive Chapter 1 restructure adopted by Ordinance No. 11086 (December 8, 2025); and

WHEREAS, Senate Bill 26-152 imposes new procedural requirements applicable to all Automated Vehicle Identification System programs, including red-light camera programs, including a mandatory affidavit-based owner non-liability procedure, new-system public notification requirements, a flat-rate vendor compensation structure, a prohibition on vehicle immobilization to enforce unpaid civil penalties, annual public reporting obligations, and data privacy and retention rules that are not currently reflected in Section 15-1-10 of the Pueblo Municipal Code; and

WHEREAS, the City Council deems it necessary and appropriate to conform Section 15-1-10 of the Pueblo Municipal Code to the requirements of Senate Bill 26-152 and to align the City's red-light camera program operationally with the AVIS speed enforcement program authorized by new Section 15-1-25, including the two-step Notice of Violation and Civil Penalty Assessment Notice procedure, the administrative hearing track, the de novo appeal to the Pueblo County Court, and the officer-review authority available to peace officers and non-sworn employees designated in writing by the Chief of Police; and

WHEREAS, given the scope of the changes required, the City Council finds that repealing Section 15-1-10 in its entirety and reenacting it as a single, coherent section is preferable to a series of piecemeal amendments. NOW, THEREFORE,

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

SECTION 1.

Section 15-1-10 of the Pueblo Municipal Code is hereby repealed and reenacted in its entirety, to read as follows:

Sec. 15-1-10. Owner liability for traffic signal camera violations.

(a) Definitions. As used in this Section, unless the context otherwise requires:

(1) "Traffic Signal Camera" means an Automated Vehicle Identification System, as defined in C.R.S. Section 42-4-110.5(1.1)(a), that is operated under the general supervision of a police officer, is placed at a signalized intersection within the City, and is programmed to automatically photograph or digitally record the intersection and vehicles entering the intersection after a steady circular red signal or a steady red arrow signal has been displayed to such vehicles. The term does not include automated vehicle identification systems used to detect speed violations under Section 15-1-25 of this Code and does not include automated license plate reader systems as defined in C.R.S. Section 24-31-1301.

(2) "Owner" means the person in whose name a motor vehicle is registered with the Colorado Department of Revenue or with the vehicle registration authority of any other state.

(3) "Civil Penalty Assessment Notice" or "CPAN" means a notice issued to the registered owner of a motor vehicle after the registered owner has failed to respond to a Notice of Violation by the deadline stated on the Notice of Violation.

(4) "Notice of Violation" or "NOV" means a notice issued to the registered owner of a motor vehicle involved in an alleged traffic signal camera violation.

(5) "Registered Owner" has the same meaning as "Owner" in subsection (a)(2) of this Section.

(6) "Person" means natural persons, corporations, partnerships, limited partnerships, and limited liability companies.

(b) Authorization. The Chief of Police and the Traffic Engineer are hereby authorized and directed to deploy traffic signal cameras at one or more signalized intersections within the City for the purpose of detecting noncompliance with traffic control devices at such intersections, subject to the conditions and limitations set forth in this Section and in C.R.S. Section 42-4-110.5, as amended. The signalized intersections at which traffic signal cameras are deployed may be changed from time to time among signalized intersections within the City that have high traffic volume, above-average crash experience, and have experienced injury-producing crashes. Traffic signal cameras shall not be located on any highway that is part of the federal interstate highway system.

(c) Owner Liability. The owner of a vehicle shall be liable for a civil penalty imposed as provided in this Section if such vehicle was used or operated with the permission of the owner, express or implied, in violation of Section 604(1)(c) of the Model Traffic Code (adopted by reference in Section 15-1-1 of this Chapter), and such violation is evidenced by information obtained from a traffic signal camera; provided, however, that no owner of a vehicle shall be liable for a penalty imposed pursuant to this Section where the operator of such vehicle has been convicted of the underlying violation of Section 604(1)(c) of the Model Traffic Code.

(d) Prima Facie Evidence of Ownership. Proof that a particular vehicle, identified by its license plate tag or tags in a photograph or digitally recorded image produced by a traffic signal camera, is registered to a person, as shown in records of the Colorado Department of Revenue, Motor Vehicle Division, or of the County Clerk and Recorder, or of the vehicle registration authority for any other state in which a vehicle is found to be registered, shall constitute prima facie evidence that said person is the owner of said vehicle.

(e) Signage Requirements.

(1) Intersection Signage. Before the City begins operation of a traffic signal camera at a signalized intersection, the City shall post an appropriate sign in a conspicuous place not less than a reasonable distance before the signalized intersection at which the traffic signal camera is deployed, notifying the public that a traffic signal camera is in use ahead.

(2) General Signage Requirements. The City shall not use a traffic signal camera to detect a violation unless there is posted an appropriate sign in a conspicuous place not less than a reasonable distance before the signalized intersection at which the traffic signal camera is deployed. This requirement shall not be deemed satisfied by the posting of a permanent sign at the borders of the City. Each sign required by this subsection (e) shall use lettering that is at least four inches high for uppercase letters and three inches high for lowercase letters.

(f) New System Public Notification. For any new traffic signal camera deployed at a signalized intersection where the City has not previously operated a traffic signal camera:

(1) Public Announcement. The City shall publicly announce the implementation of the traffic signal camera on the City's official website and on the City's social media accounts, if any, for at least 30 days prior to the activation of the system. Each fixed camera location shall be treated as a discrete system for purposes of this notice requirement.

(2) Per-Intersection Sign. At least 30 days before the traffic signal camera is activated at a given signalized intersection, the City shall post a sign at that intersection announcing the upcoming use of a traffic signal camera. The sign shall use lettering that is at least four inches high for uppercase letters and three inches high for lowercase letters.

(3) Warning Period. For the first 30 days after the traffic signal camera is installed or deployed at a given signalized intersection, only warnings shall be issued for violations detected by the system at that location, and such warnings shall be

issued and delivered in writing. No civil penalty shall be imposed during this 30-day warning period.

(4) **Extended Notice.** The City may, in its discretion, conduct an extended public information campaign or warning period, or post additional signs, beyond the minimum requirements of this subsection (f).

(5) **Existing Installations.** Subsections (f)(1), (f)(2), and (f)(3) of this Section do not apply to traffic signal cameras in operation at any signalized intersection within the City on the effective date of this Section. Any new traffic signal camera deployed at an intersection where the City has not previously operated a traffic signal camera constitutes a new deployment requiring compliance with subsections (f)(1), (f)(2), and (f)(3) at that new location.

(g) Civil Penalty Schedule.

(1) **Maximum Civil Penalty.** The civil penalty assessed under this Section shall not exceed: (A) \$75.00 for violations occurring through December 31, 2034; and (B) \$95.00 for violations occurring on or after January 1, 2035, consistent with the caps established in C.R.S. Section 42-4-110.5(4.5) as amended.

(2) **Fine Schedule.** The presiding Municipal Judge shall adopt and include with the schedule of designated fines adopted under Section 15-1-2 of this Chapter a designated schedule for civil penalties imposed under this Section, consistent with the caps established in subsection (g)(1) of this Section and in C.R.S. Section 42-4-110.5(4.5).

(h) Notice of Violation.

(1) If the City detects an alleged violation of Section 604(1)(c) of the Model Traffic Code through the use of a traffic signal camera, the City shall issue, or cause its vendor to issue, a Notice of Violation to the registered owner of the motor vehicle involved in the alleged violation, by first-class mail, personal service, or any equivalent or superior mail delivery service:

(A) Within 30 days after the alleged violation occurred if the motor vehicle is registered in Colorado; or

(B) Within 60 days after the alleged violation occurred if the motor vehicle is registered outside of Colorado.

(2) The Notice of Violation shall contain:

(A) The name and address of the registered owner;

(B) The license plate number of the motor vehicle;

(C) The date, time, and location of the alleged violation;

(D) The amount of the prescribed civil penalty;

(E) The deadline for payment or for disputing the alleged violation, which deadline shall not be less than 45 days after the issuance date on the Notice of Violation; and

(F) Information on how the registered owner may either dispute the alleged violation in a hearing, pay the prescribed civil penalty, or submit an affidavit of non-liability under subsection (m) of this Section.

(3) No Notice of Violation prepared by any vendor shall be mailed or served upon a registered owner until the notice and the information upon which it is based has been individually reviewed and approved by a City peace officer or by a non-sworn City employee designated in writing by the Chief of Police for that purpose.

(i) Civil Penalty Assessment Notice.

(1) If the City does not receive the prescribed civil penalty, a written notice requesting a hearing, or an affidavit of non-liability under subsection (m) by the deadline stated on the Notice of Violation, the City shall issue, or cause its vendor to issue, a Civil Penalty Assessment Notice to the registered owner by first-class mail, personal service, or equivalent or superior mail delivery service, no later than 30 days after the deadline on the Notice of Violation.

(2) The Civil Penalty Assessment Notice shall contain: (A) the name and address of the registered owner; (B) the license plate of the motor vehicle; (C) the date, time, and location of the alleged violation; (D) the amount of the prescribed civil penalty; (E) the deadline for payment; and (F) information on how to pay the prescribed civil penalty.

(3) If the registered owner fails to request a hearing by the deadline stated in the Notice of Violation, the registered owner waives any right to contest the violation or the amount of the prescribed civil penalty.

(j) Default Judgment. If the registered owner to whom a Civil Penalty Assessment Notice has been issued fails to pay the prescribed civil penalty or otherwise respond to the Notice by timely seeking a hearing, the Clerk of the Pueblo Municipal Court or Traffic Violations Bureau shall send a second notice by certified mail, return receipt requested, to the registered owner, warning the registered owner that in the event such second notice is disregarded for a period of 20 days from the date of mailing, default judgment will be entered. If the second notice is disregarded for a period of 20 days from the date of mailing, the Clerk of the Municipal Court shall enter default judgment, which identifies the vehicle involved in the violation, and transmit the same to the Pueblo Police Department.

(k) Hearing.

(1) If a hearing is timely requested to contest liability under this Section, adjudication of the liability imposed upon registered owners by this Section shall be by the Municipal Judge, or one of the Assistant Municipal Judges, sitting as an administrative hearing officer for the Traffic Violations Bureau. In hearings to determine liability under this Section, it shall be the City's burden to prove liability by a preponderance of the evidence. The proceedings shall be conducted informally without strict adherence to the rules of evidence, provided that testimony and

exhibits received and considered shall have sufficient indicia of authenticity and reliability so as to constitute competent evidence. The signed officer review required by subsection (h)(3) of this Section, together with the photographic and recorded information produced by the traffic signal camera, shall constitute the City's case-in-chief. The City Prosecutor shall not be required to appear at hearings held under this subsection.

(l) **Appeal.** Final orders of liability entered under this Section may be appealed by the registered owner as to matters of law and fact to the County Court of Pueblo County, Colorado, in accordance with C.R.S. Section 42-4-110.5(2)(a)(VIII). The appeal shall be a de novo hearing. The registered owner may assert on appeal that a Notice of Violation served by first-class mail or other mail delivery service was not actually delivered.

(m) **Defenses and Limitations on Owner Liability.**

(1) **Driver Privacy.** The City shall not require a registered owner to disclose the identity of the driver of the vehicle at the time of the alleged violation.

(2) **Owner Responsibility; Enumerated Exceptions.** The registered owner of the motor vehicle detected by the traffic signal camera is responsible for paying the civil penalty associated with the Notice of Violation unless the registered owner establishes by timely affidavit, in accordance with subsection (m)(3) of this Section, that one or more of the following applies:

(A) The motor vehicle had been sold, leased, or transferred prior to the time of the violation, established by a bill of sale or other documentation showing that the motor vehicle was sold, leased, or transferred before the date and time of the violation;

(B) The motor vehicle had been stolen prior to the time of the violation, established by a copy of the police report showing that the license plate or motor vehicle was stolen before the date and time of the violation;

(C) A law enforcement officer issued a separate traffic citation to the registered owner or to the driver of the motor vehicle for the same violation detected by the AVIS, established by a copy of the separate citation; or

(D) The registered owner was deceased prior to the date of the violation, established by a certified copy of the death certificate showing that the death of the registered owner occurred before the date of the violation and by one of the following: (i) a bill of sale or other document showing that the motor vehicle was sold or transferred after the date of the registered owner's death and before the date of the violation; (ii) documented proof that the registered license plate was returned to the Colorado Department of Revenue or another office or authorized agent of the Department after the date of the registered owner's death and before the date of the violation; or (iii) a copy of the police report showing that the registered owner's license plate or motor vehicle was stolen after the date of the registered owner's death and before the date of the violation.

(3) Affidavit Procedure. To establish that the registered owner is not responsible for paying a civil penalty associated with a Notice of Violation, the registered owner or, in the case of a deceased owner, a representative of the estate or a family member of the registered owner, must, within 30 days after the date of issuance of the Notice of Violation, provide to the City an affidavit with supporting documentation establishing one or more of the exceptions set forth in subsection (m)(2) of this Section. The affidavit must include the civil penalty number identifying the Notice of Violation. The registered owner of a motor vehicle that was leased at the time of the violation is not required to submit an affidavit if the motor vehicle was registered in the name of the lessee at the time of the violation.

(4) Mandatory Administrative Dismissal. Upon receipt of an affidavit and sufficient supporting documentation under subsection (m)(3) of this Section, the City shall dismiss the Notice of Violation and provide written proof of the dismissal to the registered owner or other person who submitted the affidavit.

(5) False Affidavit. A person who submits a false affidavit under this subsection (m) commits a Class 2 misdemeanor traffic offense and, upon conviction, shall be punished as provided in C.R.S. Section 42-4-1701(3). The City Prosecutor is authorized to prosecute any such offense.

(6) Affidavit Intake. Submission of an affidavit and supporting documentation under this subsection (m) may be made through the vendor portal, by mail to the Traffic Violations Bureau, or in person at the City Clerk's office. Any contract for traffic signal camera equipment or services under subsection (t) of this Section shall require that the vendor portal accept affidavit submissions with file attachments and route them to the City Clerk for processing.

(n) No Points Assessment; No DMV Reporting. No violation detected by a traffic signal camera under this Section shall result in the assessment of points against a driver's license or be reported to the Colorado Department of Revenue as a conviction or entry of judgment. Neither payment of the civil penalty assessed pursuant to a Notice of Violation or Civil Penalty Assessment Notice issued under this Section, nor imposition of liability under this Section determined upon hearing before the Municipal Judge, nor any other adverse disposition, shall be deemed a conviction as an operator or driver, and no record relating to the same shall be used for insurance purposes in the provision of motor vehicle insurance coverage or determination of the premium therefor.

(o) No Vehicle Immobilization. The City shall not attempt to enforce an unpaid traffic signal camera civil penalty by immobilizing (booting) the registered owner's vehicle.

(p) Collection Limitation. The City shall not initiate or pursue a collection action against a registered owner for a debt resulting from an unpaid traffic signal camera civil penalty unless the registered owner has been personally served the Notice of Violation or the final order of liability.

(q) Leased and Rented Vehicles. If the registered owner of a motor vehicle involved in a violation detected by a traffic signal camera is engaged in the business of leasing or renting motor vehicles, the registered owner remains liable for payment of the civil penalty even if the registered owner was not driving the motor vehicle, but may obtain payment from the lessee or renter and forward the payment to the City. A lessor who sends to the

Traffic Violations Bureau a copy of the rental, lease, or other contract document covering the vehicle on the date of the violation, with the name and address of the lessee clearly legible, within 30 days after receiving the Notice of Violation, shall not be found liable. The lessee shall then be deemed the registered owner for purposes of this Section and shall be sent a Notice of Violation.

(r) Data Privacy, Retention, and Destruction. The City and any vendor operating a traffic signal camera under this Section shall:

(1) Program the traffic signal camera to retain data only when a violation occurs;

(2) Treat all photographs and video collected by the traffic signal camera as confidential and exempt from disclosure and inspection pursuant to part 2 of article 72 of title 24, C.R.S. (the Colorado Open Records Act);

(3) Not use, disclose, sell, or permit access to photographs, video, or personally identifiable data collected by the traffic signal camera except to the extent necessary to operate the program, including for purposes of processing violations, for other law enforcement purposes, for transferring data to a new vendor or operating system, or, pursuant to a court order, for use in unrelated legal proceedings; and

(4) Destroy any photographs and video of a violation collected by the traffic signal camera within three years after the final disposition of the violation, unless the photographs or video are maintained in a separate system for other purposes allowed by law.

(s) Equipment Calibration and Accuracy. All traffic signal camera equipment deployed by the City shall be calibrated and certified for accuracy by an independent third party prior to initial deployment and at least annually thereafter. Calibration records, including the date of calibration, the identity of the calibrating entity, and the results of each calibration test, shall be maintained by the Pueblo Police Department and shall be public records available for inspection. No Notice of Violation shall be issued based on data from a traffic signal camera unit whose calibration certification has expired.

(t) Vendor Compensation. No portion of any fine or civil penalty collected through the use of a traffic signal camera under this Section may be paid to the manufacturer or vendor of the traffic signal camera equipment. Compensation paid by the City for such equipment shall be based upon the value of the equipment and the value of any services provided to the City, structured as a flat monthly fee or a flat hourly rate that is not contingent upon, and does not vary based on, the number of citations issued or the amount of revenue generated.

(u) Public Reporting. The City shall publish a report on the City's official website annually, timed to coincide with the City's fiscal year, and maintained on a publicly accessible page for each year of operation. The report shall include, for each signalized intersection at which a traffic signal camera is deployed: (1) the number of warnings issued; (2) the number of Notices of Violation issued; (3) the number of citations paid, contested, dismissed by affidavit, and in default; (4) total civil penalty revenue collected; (5) total program operating costs, including vendor compensation, equipment, signage, and administrative costs; (6) crash frequency and severity data for the intersection, including

a comparison of pre-installation and post-installation crash rates where at least one full year of post-installation data is available; and (7) any other data required by state law or determined by the Chief of Police to be relevant to public understanding of the program.

(v) **Relationship to Section 15-1-25.** This Section governs traffic signal camera enforcement only and shall not be construed to modify, limit, or supersede the AVIS speed enforcement program established under Section 15-1-25 of this Chapter. The two programs shall operate independently.

(w) **Severability.** If any subsection, sentence, clause, or phrase of this Section is for any reason held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Section. The City Council hereby declares that it would have adopted this Section and each subsection, sentence, clause, and phrase thereof irrespective of the fact that any one or more subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective upon final action of the Mayor, coincident with the effective date of the companion enabling ordinance amending Title XV of the Pueblo Municipal Code by the addition of Section 15-1-25.

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: September 14, 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 AMENDING TITLE XV OF THE PUEBLO MUNICIPAL CODE BY THE ADDITION OF A NEW SECTION 15-1-25 ENTITLED "AUTOMATED VEHICLE IDENTIFICATION SYSTEM SPEED ENFORCEMENT" TO AUTHORIZE THE USE OF AUTOMATED VEHICLE IDENTIFICATION SYSTEMS FOR THE DETECTION OF SPEED VIOLATIONS WITHIN DESIGNATED CORRIDORS AND ELIGIBLE LOCATIONS PURSUANT TO C.R.S. SECTION 42-4-110.5

SUMMARY:

This proposed Ordinance amends Title XV of the Pueblo Municipal Code by adding a new Section 15-1-25 to authorize the City of Pueblo to deploy Automated Vehicle Identification Systems (AVIS) for the detection and civil enforcement of speed violations within designated corridors and other eligible locations. The new section establishes the framework required by C.R.S. Section 42-4-110.5, as amended by Senate Bill 26-152 (signed by Governor Polis on June 2, 2026, effective August 12, 2026), including corridor designation procedures, penalty schedules conforming to state statutory caps, a Notice of Violation and Civil Penalty Assessment Notice procedure, an administrative hearing track before the Municipal Judge or an Assistant Municipal Judge sitting as administrative hearing officer for the Traffic Violations Bureau, a de novo appeal to the Pueblo County Court, signage requirements, an owner non-liability affidavit procedure, a variable speed limit prohibition, data privacy protections, vendor compensation restrictions, and public reporting obligations.

Corridor designations will be accomplished by separate ordinance or ordinances adopted by City Council, allowing specific streets to be added or removed without amending the framework established by this Ordinance.

PREVIOUS COUNCIL ACTION:

The City of Pueblo has not previously adopted an ordinance authorizing AVIS speed

enforcement. The City operates a traffic signal camera program currently codified at Section 15-1-10 of the Pueblo Municipal Code, which was originally adopted as Section 15-1-15 by Ordinance No. 6119 (introduced September 9, 1996), most recently substantively amended by Ordinance No. 7949 (December 22, 2008), and reenacted and renumbered as Section 15-1-10 as part of the comprehensive Chapter 1 restructure adopted by Ordinance No. 11086 (December 8, 2025). That program is limited to red-light violations at signalized intersections and does not encompass speed enforcement.

BACKGROUND:

The Colorado General Assembly has progressively expanded municipal authority to use automated vehicle identification systems for traffic enforcement. Senate Bill 23-200 (effective June 5, 2023), Senate Bill 24-195 (effective June 5, 2024), and Senate Bill 26-152 (signed by Governor Polis on June 2, 2026, effective August 12, 2026) amended C.R.S. Section 42-4-110.5 to authorize municipalities to deploy AVIS for speed enforcement within specifically designated corridors and other eligible locations. The General Assembly declared AVIS enforcement to be a matter of statewide concern requiring uniform state standards.

Under Section 42-4-110.5(2), the City may adopt an ordinance authorizing AVIS to detect speed violations of local traffic regulations or state traffic law. Enforcement is limited to the following locations: school zones as defined in C.R.S. Section 42-4-615; residential neighborhoods (blocks where a majority of improvements are residential and the speed limit is 35 mph or less); maintenance, construction, or repair zones designated under C.R.S. Section 42-4-614; streets bordering a municipal park; and streets or portions of streets that the municipality designates as an Automated Vehicle Identification Corridor by ordinance or resolution. The City's approach is to designate corridors by ordinance.

Senate Bill 26-152 restructures the civil penalty schedule into graduated tiers: a warning only for first violations less than 6 mph over the reasonable and prudent speed; a mandatory written warning (and no penalty) for first violations of 6 to under 10 mph over the speed limit; a maximum \$40 civil penalty for second or subsequent 6 to under 10 mph violations and for any violation of 10 to under 25 mph over the speed limit; a doubled \$80 cap for any of those violations occurring within a school zone or a maintenance, construction, or repair zone; and a new maximum \$120 civil penalty for violations of 25 mph or more over the speed limit. The bill also adds a mandatory affidavit-based owner non-liability procedure with four enumerated defenses, a prohibition against AVIS citations based on variable or temporarily lowered speed limits except in construction zones, new public notification requirements including social media announcement and a 30-day warning period, and a requirement that vendor compensation be structured as a flat monthly fee or flat hourly rate.

Before the City may begin operating an AVIS in any designated corridor, C.R.S. Section 42-4-110.5(2)(g) requires the City to post permanent signage not fewer than 300 feet before the corridor entry and before each fixed camera, demonstrate through data collected within the past five years incidents of crashes, speeding, reckless driving, or community complaints on the designated street, and for corridors on state

highways, notify and coordinate with the Colorado Department of Transportation and the Colorado State Patrol. The Pueblo Police Department has compiled crash, fatality, citation, and community complaint data for proposed AVIS corridors within the City. A companion corridor designation ordinance identifies the specific streets proposed for initial AVIS deployment.

FINANCIAL IMPLICATIONS:

The City will incur costs for AVIS equipment procurement, installation, signage, and ongoing vendor services. These costs will be determined through the competitive procurement process required by the Pueblo City Charter. C.R.S. Section 42-4-110.5(5) prohibits any portion of collected fines from being paid to the equipment vendor; vendor compensation must be based on the value of equipment and services provided, not on citation volume or revenue generated. Civil penalty revenue will be collected by the City. The Pueblo Police Department estimates that the program will be revenue-neutral or revenue-positive after initial capital expenditures, but specific financial projections depend on the vendor contract terms and the number of corridors activated.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

The Pueblo Police Department has received sustained community complaints regarding speeding on multiple arterial and residential streets identified in the companion corridor designation ordinance. Formal stakeholder engagement, including a public hearing before City Council, will occur during the two-reading ordinance adoption process required by Charter Section 3-19.

ALTERNATIVES:

If this Ordinance is not approved, the City will not have the legal authority to deploy AVIS for speed enforcement. Speed enforcement on the proposed corridors will continue to rely exclusively on manned patrol units, which are limited by officer availability and cannot provide continuous coverage. The corridors identified for AVIS deployment have collectively recorded 57 traffic fatalities over the five-year period 2020 through 2025. Continued reliance on traditional enforcement alone has not reduced crash frequency and severity on these streets to acceptable levels.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Background - Enabling AVIS Speed Camera
2. Ordinance - Enabling AVIS Speed Camera

ORDINANCE NO.

AN ORDINANCE AMENDING TITLE XV OF THE PUEBLO MUNICIPAL CODE BY THE ADDITION OF A NEW SECTION 15-1-25 ENTITLED "AUTOMATED VEHICLE IDENTIFICATION SYSTEM SPEED ENFORCEMENT" TO AUTHORIZE THE USE OF AUTOMATED VEHICLE IDENTIFICATION SYSTEMS FOR THE DETECTION OF SPEED VIOLATIONS WITHIN DESIGNATED CORRIDORS AND ELIGIBLE LOCATIONS PURSUANT TO C.R.S. SECTION 42-4-110.5

WHEREAS, 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 regulation of vehicular traffic on public streets within the City; and

WHEREAS, the Colorado General Assembly has declared that the enforcement of traffic laws through the use of automated vehicle identification systems is a matter of statewide concern requiring uniform state standards, C.R.S. Section 42-4-110.5(1); and

WHEREAS, C.R.S. Section 42-4-110.5(2), as amended by S.B. 23-200 (effective June 5, 2023), S.B. 24-195 (effective June 5, 2024), and S.B. 26-152 (signed by Governor Polis on June 2, 2026, effective August 12, 2026), authorizes a municipality to adopt an ordinance authorizing the use of an automated vehicle identification system to detect violations of traffic regulations adopted by the municipality or violations of state traffic law, subject to the conditions and limitations set forth in that section; and

WHEREAS, C.R.S. Section 42-4-110.5(2)(g)(I) specifies that the City may issue a notice of violation or civil penalty assessment notice for a speed violation detected by an AVIS only if the violation occurred within a school zone, a residential neighborhood, a maintenance, construction, or repair zone, along a street bordering a municipal park, or along a street designated as an Automated Vehicle Identification Corridor by ordinance or resolution of the City Council; and

WHEREAS, the City Council deems it necessary and appropriate to amend the Pueblo Municipal Code to establish a programmatic framework for AVIS speed enforcement that conforms to C.R.S. Section 42-4-110.5 and provides for the designation of specific AVIS corridors by separate ordinance; and

WHEREAS, the Pueblo Police Department has documented sustained patterns of speeding, traffic crashes, and traffic fatalities on multiple streets within the City, and has determined that traditional law enforcement methods alone have not been sufficient to reduce crash frequency and severity on those streets to acceptable levels. NOW, THEREFORE,

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

SECTION 1.

Title XV, Chapter 1 of the Pueblo Municipal Code is hereby amended by the addition of a new Section 15-1-25, to read as follows:

Sec. 15-1-25. Automated Vehicle Identification System Speed Enforcement.

(a) Definitions. As used in this Section, unless the context otherwise requires:

(1) "Automated Vehicle Identification System" or "AVIS" means a system whereby a machine is used to automatically detect a violation of a speed regulation and simultaneously record a photograph of the vehicle and the license plate of the vehicle, and a notice of violation or civil penalty assessment notice may be issued to the registered owner of the motor vehicle. The term does not include traffic signal cameras governed by Section 15-1-10 of this Code and does not include automated license plate reader systems as defined in C.R.S. Section 24-31-1301.

(2) "AVIS Corridor" means a street or portion of a street within the City that the City Council has designated as an Automated Vehicle Identification Corridor by ordinance adopted pursuant to subsection (d) of this Section.

(3) "Civil Penalty Assessment Notice" or "CPAN" means a notice issued to the registered owner of a motor vehicle after the registered owner has failed to respond to a Notice of Violation by the deadline stated on the Notice of Violation.

(4) "Mobile AVIS" means an Automated Vehicle Identification System designed to detect traffic violations that (A) is capable of being relocated between enforcement locations; (B) may be installed within or mounted to a motor vehicle, including a van, sport utility vehicle, or similar vehicle platform; (C) does not include a device or system installed in or mounted to a trailer, except that a device or system installed in or mounted to a trailer is considered mobile if it is moved to a new location within 72 hours after being deployed or is deployed in a maintenance, repair, or construction zone designated pursuant to C.R.S. Section 42-4-614 or a school zone as defined in C.R.S. Section 42-4-615; and (D) is generally used to provide flexibility to address temporary enforcement in high-risk traffic areas or shifting traffic patterns.

(5) "Notice of Violation" or "NOV" means a notice issued to the registered owner of a motor vehicle involved in an alleged speed violation detected by an AVIS.

(6) "Registered Owner" means the person in whose name a motor vehicle is registered with the Colorado Department of Revenue or with the vehicle registration authority of any other state.

(7) "Residential Neighborhood" means any block on which a majority of the improvements along both sides of the street are residential dwellings and the speed limit is 35 mph or less.

(b) Authorization. The City of Pueblo is hereby authorized to use an Automated Vehicle Identification System to detect speed violations of the traffic regulations adopted by the City or speed violations under state law, subject to the conditions and limitations set forth in this Section and in C.R.S. Section 42-4-110.5, as amended.

(c) Geographic Eligibility. The City may issue a Notice of Violation or Civil Penalty Assessment Notice for a speed violation detected using an AVIS only if the violation occurred within one or more of the following locations:

- (1) A school zone, as defined in C.R.S. Section 42-4-615;**
- (2) A residential neighborhood, as defined in subsection (a)(7) of this Section;**
- (3) A maintenance, construction, or repair zone designated pursuant to C.R.S. Section 42-4-614;**
- (4) A street that borders a municipal park; or**
- (5) A street or portion of a street that the City Council has designated as an AVIS Corridor by ordinance adopted pursuant to subsection (d) of this Section.**

(d) AVIS Corridor Designation.

- (1) The City Council may, by ordinance, designate one or more streets or portions of streets within the City as AVIS Corridors on which the City may locate an AVIS to detect speed violations.**
- (2) Before the City Council designates a street as an AVIS Corridor, the City shall compile and present to the City Council quantitative data collected within the past five years illustrating incidents of crashes, speeding, or reckless driving on the street proposed for designation, as required by C.R.S. Section 42-4-110.5(2)(g)(I.7)(C). Community complaints may supplement but shall not substitute for quantitative data.**
- (3) Before the City designates an AVIS Corridor on a state highway, the City shall notify and coordinate with the Colorado Department of Transportation and the Colorado State Patrol as required by C.R.S. Section 42-4-110.5(2)(g)(I.3), (I.4), and (I.5). No AVIS shall be operated on a state highway within a designated AVIS Corridor until all required coordination and permitting with the Colorado Department of Transportation and the Colorado State Patrol has been completed.**
- (4) The City shall not locate an AVIS or designate an AVIS Corridor on any highway that is part of the federal interstate highway system.**

(e) Signage Requirements.

- (1) AVIS Corridor Signage. Before the City begins operation of an AVIS in an AVIS Corridor, the City shall: (A) post a permanent sign in a conspicuous place not fewer than 300 feet before the beginning of the corridor; and (B) post a permanent sign not fewer than 300 feet before each fixed camera within the corridor, or a temporary sign not fewer than 300 feet before any mobile camera.**
- (2) General AVIS Signage. The City shall not use an AVIS to detect a speed violation unless there is posted an appropriate temporary or permanent sign in a conspicuous place not fewer than 300 feet before the area in which the AVIS is to be used, notifying the public that an AVIS is in use immediately ahead. This requirement shall not be deemed satisfied by the posting of a permanent sign at the borders of the City.**

(f) New System Public Notification. For any new AVIS deployed within the City that is not a replacement of an existing AVIS:

(1) Public Announcement. The City shall publicly announce the implementation of the AVIS on the City's official website and on the City's social media accounts, if any, for at least 30 days prior to the activation of the system. Each fixed camera location, and each initial Mobile AVIS deployment location within an AVIS Corridor, shall be treated as a discrete system for purposes of this notice requirement.

(2) Per-Location Sign. At least 30 days before the AVIS is activated at a given location, the City shall post a sign at that location announcing the upcoming use of an AVIS. The sign shall use lettering that is at least four inches high for uppercase letters and three inches high for lowercase letters.

(3) Warning Period. For the first 30 days after the AVIS is installed or deployed at a given location, only warnings shall be issued for speed violations detected by the system at that location, and such warnings shall be issued and delivered in writing. No civil penalty shall be imposed during this 30-day warning period.

(4) Mobile AVIS Relocation Within Corridor. The requirements of subsections (f)(1), (f)(2), and (f)(3) of this Section do not apply to a Mobile AVIS that has been moved to a new location within the same established AVIS Corridor. Relocation of a Mobile AVIS to a new AVIS Corridor, or to a location not within an established AVIS Corridor, constitutes a new deployment requiring compliance with subsections (f)(1), (f)(2), and (f)(3) at the new location.

(5) Extended Notice. The City may, in its discretion, conduct an extended public information campaign or warning period, or post additional signs, beyond the minimum requirements of this subsection (f).

(g) Civil Penalty Schedule.

(1) First Violation Warning. If the City detects a speed violation of less than 6 mph over the reasonable and prudent speed through the use of an AVIS, and the violation is the first violation by the registered owner that the City has detected using an AVIS, the City may mail the registered owner a warning regarding the violation. The City shall not impose any penalty or surcharge for such first violation, except that if the violation occurs within a school zone as defined in C.R.S. Section 42-4-615 or within a maintenance, construction, or repair zone designated pursuant to C.R.S. Section 42-4-614, the maximum civil penalty the City may impose for such violation, including any surcharge, is \$40.00.

(2) Six-to-Ten MPH First Violation. If the City detects a speed violation of at least 6 mph and less than 10 mph over the reasonable and prudent speed through the use of an AVIS, and the violation is the first violation by the registered owner that the City has detected using an AVIS, the City shall mail the registered owner a written warning regarding the violation. The City shall not impose any penalty or surcharge for such first violation, except that if the violation occurs within a school zone as defined in C.R.S. Section 42-4-615 or within a maintenance, construction, or repair zone designated pursuant to C.R.S. Section 42-4-614, the maximum civil penalty the City may impose for such violation, including any surcharge, is: (A) \$40.00 for violations occurring through December 31, 2034; and (B) \$50.00 for violations occurring on or after January 1, 2035, consistent with

C.R.S. Section 42-4-110.5(4)(a) as amended.

(3) Standard Maximum Civil Penalty. For a second or subsequent speed violation of at least 6 mph and less than 10 mph over the reasonable and prudent speed, or for any speed violation of at least 10 mph and less than 25 mph over the reasonable and prudent speed, the maximum civil penalty the City may impose, including any surcharge, is: (A) \$40.00 for violations occurring through December 31, 2034; and (B) \$50.00 for violations occurring on or after January 1, 2035, consistent with C.R.S. Section 42-4-110.5(4)(b) as amended.

(4) School Zone and Construction Zone Doubling. If a speed violation described in subsection (g)(3) of this Section occurs within a school zone as defined in C.R.S. Section 42-4-615 or within a maintenance, construction, or repair zone designated pursuant to C.R.S. Section 42-4-614, the maximum civil penalty, including any surcharge, is doubled to: (A) \$80.00 for violations occurring through December 31, 2034; and (B) \$100.00 for violations occurring on or after January 1, 2035, consistent with C.R.S. Section 42-4-110.5(4)(b)(II) as amended.

(5) Twenty-Five MPH and Above. If the City detects a speed violation of 25 mph or more over the reasonable and prudent speed through the use of an AVIS, the maximum civil penalty the City may impose, including any surcharge, is: (A) \$120.00 for violations occurring through December 31, 2034; and (B) \$150.00 for violations occurring on or after January 1, 2035, consistent with C.R.S. Section 42-4-110.5(4)(c) as amended.

(6) Municipal Judge Fine Schedule. The presiding Municipal Judge shall adopt and include with the schedule of designated fines adopted under Section 15-1-2 of this Chapter a designated schedule for civil penalties imposed under this Section, consistent with the caps established in this subsection (g) and in C.R.S. Section 42-4-110.5(4).

(h) Variable or Temporarily Lowered Speed Limits.

(1) If a variable speed limit is in effect or a speed limit is otherwise temporarily lowered due to hazardous weather or other traffic conditions, the City shall issue a Notice of Violation and civil penalty under this Section only for a speed violation that exceeds the regular maximum posted speed limit for that location that is typically in effect when a variable speed limit is not in effect and the speed limit is not otherwise temporarily lowered.

(2) Subsection (h)(1) of this Section does not apply when a speed limit is temporarily lowered due to a maintenance, repair, or construction zone designated pursuant to C.R.S. Section 42-4-614.

(i) Notice of Violation.

(1) If the City detects an alleged speed violation through the use of an AVIS, the City shall issue, or cause its vendor to issue, a Notice of Violation to the registered owner of the motor vehicle involved in the alleged violation, by first-class mail, personal service, or any equivalent or superior mail delivery service:

(A) Within 30 days after the alleged violation occurred if the motor vehicle

is registered in Colorado; or

(B) Within 60 days after the alleged violation occurred if the motor vehicle is registered outside of Colorado.

(2) The Notice of Violation shall contain:

(A) The name and address of the registered owner;

(B) The license plate number of the motor vehicle;

(C) The date, time, and location of the alleged violation;

(D) The amount of the prescribed civil penalty;

(E) The deadline for payment or for disputing the alleged violation, which deadline shall not be less than 45 days after the issuance date on the Notice of Violation; and

(F) Information on how the registered owner may either dispute the alleged violation in a hearing or pay the prescribed civil penalty.

(3) No Notice of Violation prepared by any vendor shall be mailed or served upon a registered owner until the notice and the information upon which it is based has been individually reviewed and approved by a City peace officer or by a non-sworn City employee designated in writing by the Chief of Police for that purpose.

(j) Civil Penalty Assessment Notice.

(1) If the City does not receive the prescribed civil penalty, a written notice requesting a hearing, or an affidavit of non-liability under subsection (n) by the deadline stated on the Notice of Violation, the City shall issue, or cause its vendor to issue, a Civil Penalty Assessment Notice to the registered owner by first-class mail, personal service, or equivalent or superior mail delivery service, no later than 30 days after the deadline on the Notice of Violation.

(2) The Civil Penalty Assessment Notice shall contain: (A) the name and address of the registered owner; (B) the license plate of the motor vehicle; (C) the date, time, and location of the alleged violation; (D) the amount of the prescribed civil penalty; (E) the deadline for payment; and (F) information on how to pay the prescribed civil penalty.

(3) If the registered owner fails to request a hearing by the deadline stated in the Notice of Violation, the registered owner waives any right to contest the violation or the amount of the prescribed civil penalty.

(4) Default Judgment. If the registered owner to whom a Civil Penalty Assessment Notice has been issued fails to pay the prescribed civil penalty or otherwise respond to the Notice by timely seeking a hearing, the Clerk of the Pueblo Municipal Court or Traffic Violations Bureau shall send a second notice by certified mail, return receipt requested, to the registered owner, warning the registered owner that in the event such second notice is disregarded for a period of 20 days from the date of mailing, default judgment will be entered. If the second notice is disregarded for a period of 20 days from the date of mailing, the Clerk of

the Municipal Court shall enter default judgment, which identifies the vehicle involved in the violation, and transmit the same to the Pueblo Police Department.

(k) Hearing and Appeal.

(1) Hearing. If a hearing is timely requested to contest liability under this Section, adjudication of the liability imposed upon registered owners by this Section shall be by the Municipal Judge, or one of the Assistant Municipal Judges, sitting as an administrative hearing officer for the Traffic Violations Bureau. In hearings to determine liability under this Section, it shall be the City's burden to prove liability by a preponderance of the evidence. The proceedings shall be conducted informally without strict adherence to the rules of evidence, provided that testimony and exhibits received and considered shall have sufficient indicia of authenticity and reliability so as to constitute competent evidence. The signed officer review required by subsection (i)(3) of this Section, together with the photographic and recorded information produced by the AVIS, shall constitute the City's case-in-chief. The City Prosecutor shall not be required to appear at hearings held under this subsection.

(2) Appeal. Final orders of liability entered under this Section may be appealed by the registered owner as to matters of law and fact to the County Court of Pueblo County, Colorado, in accordance with C.R.S. Section 42-4-110.5(2)(a)(VIII). The appeal shall be a de novo hearing. The registered owner may assert on appeal that a Notice of Violation served by first-class mail or other mail delivery service was not actually delivered.

(l) No Points Assessment; No DMV Reporting. No violation detected by an AVIS under this Section shall result in the assessment of points against a driver's license or be reported to the Colorado Department of Revenue as a conviction or entry of judgment. The AVIS speed enforcement program established by this Section is exclusively a civil, non-criminal penalty system.

(m) No Vehicle Immobilization. The City shall not attempt to enforce an unpaid AVIS civil penalty by immobilizing (booting) the registered owner's vehicle.

(n) Defenses and Limitations on Owner Liability.

(1) Driver Privacy. The City shall not require a registered owner to disclose the identity of the driver of the vehicle at the time of the alleged violation.

(2) Owner Responsibility; Enumerated Exceptions. The registered owner of the motor vehicle detected by the AVIS is responsible for paying the civil penalty associated with the Notice of Violation unless the registered owner establishes by timely affidavit, in accordance with subsection (n)(3) of this Section, that one or more of the following applies:

(A) The motor vehicle had been sold, leased, or transferred prior to the time of the violation, established by a bill of sale or other documentation showing that the motor vehicle was sold, leased, or transferred before the date and time of the violation;

(B) The motor vehicle had been stolen prior to the time of the violation,

established by a copy of the police report showing that the license plate or motor vehicle was stolen before the date and time of the violation;

(C) A law enforcement officer issued a separate traffic citation to the registered owner or to the driver of the motor vehicle for the same violation detected by the AVIS, established by a copy of the separate citation; or

(D) The registered owner was deceased prior to the date of the violation, established by a certified copy of the death certificate showing that the death of the registered owner occurred before the date of the violation and by one of the following: (i) a bill of sale or other document showing that the motor vehicle was sold or transferred after the date of the registered owner's death and before the date of the violation; (ii) documented proof that the registered license plate was returned to the Colorado Department of Revenue or another office or authorized agent of the Department after the date of the registered owner's death and before the date of the violation; or (iii) a copy of the police report showing that the registered owner's license plate or motor vehicle was stolen after the date of the registered owner's death and before the date of the violation.

(3) Affidavit Procedure. To establish that the registered owner is not responsible for paying a civil penalty associated with a Notice of Violation, the registered owner or, in the case of a deceased owner, a representative of the estate or a family member of the registered owner, must, within 30 days after the date of issuance of the Notice of Violation, provide to the City an affidavit with supporting documentation establishing one or more of the exceptions set forth in subsection (n)(2) of this Section. The affidavit must include the civil penalty number identifying the Notice of Violation. The registered owner of a motor vehicle that was leased at the time of the violation is not required to submit an affidavit if the motor vehicle was registered in the name of the lessee at the time of the violation.

(4) Mandatory Administrative Dismissal. Upon receipt of an affidavit and sufficient supporting documentation under subsection (n)(3) of this Section, the City shall dismiss the Notice of Violation and provide written proof of the dismissal to the registered owner or other person who submitted the affidavit.

(5) False Affidavit. A person who submits a false affidavit under this subsection (n) commits a Class 2 misdemeanor traffic offense and, upon conviction, shall be punished as provided in C.R.S. Section 42-4-1701(3). The City Prosecutor is authorized to prosecute any such offense.

(6) Affidavit Intake. Submission of an affidavit and supporting documentation under this subsection (n) may be made through the AVIS vendor portal, by mail to the Traffic Violations Bureau, or in person at the City Clerk's office. Any contract for AVIS equipment or services under subsection (r) of this Section shall require that the vendor portal accept affidavit submissions with file attachments and route them to the City Clerk for processing.

(o) Collection Limitation. The City shall not initiate or pursue a collection action against a registered owner for a debt resulting from an unpaid AVIS civil penalty unless the registered owner has been personally served the Notice of Violation or the final order of liability.

(p) Leased and Rented Vehicles. If the registered owner of a motor vehicle involved in a

speed violation detected by an AVIS is engaged in the business of leasing or renting motor vehicles, the registered owner remains liable for payment of the civil penalty even if the registered owner was not driving the motor vehicle, but may obtain payment from the lessee or renter and forward the payment to the City. A lessor who sends to the Municipal Court or Traffic Violations Bureau a copy of the rental, lease, or other contract document covering the vehicle on the date of the violation, with the name and address of the lessee clearly legible, within 30 days after receiving the Notice of Violation, shall not be found liable. The lessee shall then be deemed the owner for purposes of this Section and shall be sent a Notice of Violation.

(q) Data Privacy, Retention, and Destruction. The City and any vendor operating an AVIS under this Section shall:

- (1) Program the AVIS to retain data only when a speed violation occurs;**
- (2) Treat all photographs and video collected by the AVIS as confidential and exempt from disclosure and inspection pursuant to part 2 of article 72 of title 24, C.R.S. (the Colorado Open Records Act);**
- (3) Not use, disclose, sell, or permit access to photographs, video, or personally identifiable data collected by the AVIS except to the extent necessary to operate the program, including for purposes of processing violations, for other law enforcement purposes, for transferring data to a new vendor or operating system, or, pursuant to a court order, for use in unrelated legal proceedings; and**
- (4) Destroy any photographs and video of a violation collected by the AVIS within three years after the final disposition of the violation, unless the photographs or video are maintained in a separate system for other purposes allowed by law.**

(r) Vendor Compensation. No portion of any fine or civil penalty collected through the use of an AVIS under this Section may be paid to the manufacturer or vendor of the AVIS equipment. The compensation paid by the City for such equipment shall be based upon the value of the equipment and the value of any services provided to the City. Compensation shall be structured as a flat monthly fee or a flat hourly rate that is not contingent upon, and does not vary based on, the number of citations issued or the amount of revenue generated, and shall not include incentives, bonuses, escalators, or other provisions that are directly tied to the number of citations issued or the amount of revenue generated. Any contract for AVIS equipment or services shall comply with the procurement requirements of Pueblo City Charter Sections 7-29 and 7-30 and the requirements of this subsection.

(s) Public Reporting. The City shall publish a report on the City's official website at least annually, timed to coincide with the City's fiscal year, and maintained on a publicly accessible page for each year of operation. The report shall include, for each AVIS Corridor: (1) the number of warnings issued; (2) the number of Notices of Violation issued; (3) the number of citations paid, contested, and in default; (4) total civil penalty revenue collected; (5) total program operating costs, including vendor compensation, equipment, signage, and administrative costs; (6) crash frequency and severity data for the corridor, including a comparison of pre-AVIS and post-AVIS crash rates where at least one full year of post-deployment data is available; and (7) average measured speeds within the corridor before and after AVIS deployment, where such data is available.

(t) **Equipment Calibration and Accuracy.** All AVIS equipment deployed by the City shall be calibrated and certified for accuracy by an independent third party prior to initial deployment and at least annually thereafter. Calibration records, including the date of calibration, the identity of the calibrating entity, and the results of each calibration test, shall be maintained by the Pueblo Police Department and shall be public records available for inspection. No Notice of Violation shall be issued based on data from an AVIS unit whose calibration certification has expired.

(u) **Relationship to Section 15-1-10.** This Section governs AVIS speed enforcement only and shall not be construed to modify, limit, or supersede the traffic signal camera program established under Section 15-1-10 of this Chapter. The two programs shall operate independently.

(v) **Severability.** If any subsection, sentence, clause, or phrase of this Section is for any reason held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Section. The City Council hereby declares that it would have adopted this Section and each subsection, sentence, clause, and phrase thereof irrespective of the fact that any one or more subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective upon final action of the Mayor.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 14, 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 AMENDING TITLE XV OF THE PUEBLO MUNICIPAL CODE BY THE ADDITION OF A NEW SECTION 15-1-25 ENTITLED "AUTOMATED VEHICLE IDENTIFICATION SYSTEM SPEED ENFORCEMENT" TO AUTHORIZE THE USE OF AUTOMATED VEHICLE IDENTIFICATION SYSTEMS FOR THE DETECTION OF SPEED VIOLATIONS WITHIN DESIGNATED CORRIDORS AND ELIGIBLE LOCATIONS PURSUANT TO C.R.S. SECTION 42-4-110.5

SUMMARY:

This proposed Ordinance amends Title XV of the Pueblo Municipal Code by adding a new Section 15-1-25 to authorize the City of Pueblo to deploy Automated Vehicle Identification Systems (AVIS) for the detection and civil enforcement of speed violations within designated corridors and other eligible locations. The new section establishes the framework required by C.R.S. Section 42-4-110.5, as amended by Senate Bill 26-152 (signed by Governor Polis on June 2, 2026, effective August 12, 2026), including corridor designation procedures, penalty schedules conforming to state statutory caps, a Notice of Violation and Civil Penalty Assessment Notice procedure, an administrative hearing track before the Municipal Judge or an Assistant Municipal Judge sitting as administrative hearing officer for the Traffic Violations Bureau, a de novo appeal to the Pueblo County Court, signage requirements, an owner non-liability affidavit procedure, a variable speed limit prohibition, data privacy protections, vendor compensation restrictions, and public reporting obligations.

Corridor designations will be accomplished by separate ordinance or ordinances adopted by City Council, allowing specific streets to be added or removed without amending the framework established by this Ordinance.

PREVIOUS COUNCIL ACTION:

The City of Pueblo has not previously adopted an ordinance authorizing AVIS speed enforcement. The City operates a traffic signal camera program currently codified at Section 15-1-10 of the Pueblo Municipal Code, which was originally adopted as Section 15-1-15 by Ordinance No. 6119 (introduced September 9, 1996), most recently substantively amended by Ordinance No. 7949 (December 22, 2008), and reenacted and renumbered as Section 15-1-10 as part of the

comprehensive Chapter 1 restructure adopted by Ordinance No. 11086 (December 8, 2025). That program is limited to red-light violations at signalized intersections and does not encompass speed enforcement.

BACKGROUND:

The Colorado General Assembly has progressively expanded municipal authority to use automated vehicle identification systems for traffic enforcement. Senate Bill 23-200 (effective June 5, 2023), Senate Bill 24-195 (effective June 5, 2024), and Senate Bill 26-152 (signed by Governor Polis on June 2, 2026, effective August 12, 2026) amended C.R.S. Section 42-4-110.5 to authorize municipalities to deploy AVIS for speed enforcement within specifically designated corridors and other eligible locations. The General Assembly declared AVIS enforcement to be a matter of statewide concern requiring uniform state standards.

Under Section 42-4-110.5(2), the City may adopt an ordinance authorizing AVIS to detect speed violations of local traffic regulations or state traffic law. Enforcement is limited to the following locations: school zones as defined in C.R.S. Section 42-4-615; residential neighborhoods (blocks where a majority of improvements are residential and the speed limit is 35 mph or less); maintenance, construction, or repair zones designated under C.R.S. Section 42-4-614; streets bordering a municipal park; and streets or portions of streets that the municipality designates as an Automated Vehicle Identification Corridor by ordinance or resolution. The City's approach is to designate corridors by ordinance.

Senate Bill 26-152 restructures the civil penalty schedule into graduated tiers: a warning only for first violations less than 6 mph over the reasonable and prudent speed; a mandatory written warning (and no penalty) for first violations of 6 to under 10 mph over the speed limit; a maximum \$40 civil penalty for second or subsequent 6 to under 10 mph violations and for any violation of 10 to under 25 mph over the speed limit; a doubled \$80 cap for any of those violations occurring within a school zone or a maintenance, construction, or repair zone; and a new maximum \$120 civil penalty for violations of 25 mph or more over the speed limit. The bill also adds a mandatory affidavit-based owner non-liability procedure with four enumerated defenses, a prohibition against AVIS citations based on variable or temporarily lowered speed limits except in construction zones, new public notification requirements including social media announcement and a 30-day warning period, and a requirement that vendor compensation be structured as a flat monthly fee or flat hourly rate.

Before the City may begin operating an AVIS in any designated corridor, C.R.S. Section 42-4-110.5(2)(g) requires the City to post permanent signage not fewer than 300 feet before the corridor entry and before each fixed camera, demonstrate through data collected within the past five years incidents of crashes, speeding, reckless driving, or community complaints on the designated street, and for corridors on state highways, notify and coordinate with the Colorado Department of Transportation and the Colorado State Patrol. The Pueblo Police Department has compiled crash, fatality, citation, and community complaint data for proposed AVIS corridors within the City. A companion corridor designation ordinance identifies the specific streets proposed for initial AVIS deployment.

FINANCIAL IMPLICATIONS:

The City will incur costs for AVIS equipment procurement, installation, signage, and ongoing vendor services. These costs will be determined through the competitive procurement process required by the Pueblo City Charter. C.R.S. Section 42-4-110.5(5) prohibits any portion of

collected fines from being paid to the equipment vendor; vendor compensation must be based on the value of equipment and services provided, not on citation volume or revenue generated. Civil penalty revenue will be collected by the City. The Pueblo Police Department estimates that the program will be revenue-neutral or revenue-positive after initial capital expenditures, but specific financial projections depend on the vendor contract terms and the number of corridors activated.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

The Pueblo Police Department has received sustained community complaints regarding speeding on multiple arterial and residential streets identified in the companion corridor designation ordinance. Formal stakeholder engagement, including a public hearing before City Council, will occur during the two-reading ordinance adoption process required by Charter Section 3-19.

ALTERNATIVES:

If this Ordinance is not approved, the City will not have the legal authority to deploy AVIS for speed enforcement. Speed enforcement on the proposed corridors will continue to rely exclusively on manned patrol units, which are limited by officer availability and cannot provide continuous coverage. The corridors identified for AVIS deployment have collectively recorded 57 traffic fatalities over the five-year period 2020 through 2025. Continued reliance on traditional enforcement alone has not reduced crash frequency and severity on these streets to acceptable levels.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:

Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE XV OF THE PUEBLO MUNICIPAL CODE BY THE ADDITION OF A NEW SECTION 15-1-25 ENTITLED "AUTOMATED VEHICLE IDENTIFICATION SYSTEM SPEED ENFORCEMENT" TO AUTHORIZE THE USE OF AUTOMATED VEHICLE IDENTIFICATION SYSTEMS FOR THE DETECTION OF SPEED VIOLATIONS WITHIN DESIGNATED CORRIDORS AND ELIGIBLE LOCATIONS PURSUANT TO C.R.S. SECTION 42-4-110.5

WHEREAS, 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 regulation of vehicular traffic on public streets within the City; and

WHEREAS, the Colorado General Assembly has declared that the enforcement of traffic laws through the use of automated vehicle identification systems is a matter of statewide concern requiring uniform state standards, C.R.S. Section 42-4-110.5(1); and

WHEREAS, C.R.S. Section 42-4-110.5(2), as amended by S.B. 23-200 (effective June 5, 2023), S.B. 24-195 (effective June 5, 2024), and S.B. 26-152 (signed by Governor Polis on June 2, 2026, effective August 12, 2026), authorizes a municipality to adopt an ordinance authorizing the use of an automated vehicle identification system to detect violations of traffic regulations adopted by the municipality or violations of state traffic law, subject to the conditions and limitations set forth in that section; and

WHEREAS, C.R.S. Section 42-4-110.5(2)(g)(I) specifies that the City may issue a notice of violation or civil penalty assessment notice for a speed violation detected by an AVIS only if the violation occurred within a school zone, a residential neighborhood, a maintenance, construction, or repair zone, along a street bordering a municipal park, or along a street designated as an Automated Vehicle Identification Corridor by ordinance or resolution of the City Council; and

WHEREAS, the City Council deems it necessary and appropriate to amend the Pueblo Municipal Code to establish a programmatic framework for AVIS speed enforcement that conforms to C.R.S. Section 42-4-110.5 and provides for the designation of specific AVIS corridors by separate ordinance; and

WHEREAS, the Pueblo Police Department has documented sustained patterns of speeding, traffic crashes, and traffic fatalities on multiple streets within the City, and has determined that traditional law enforcement methods alone have not been sufficient to reduce crash frequency and severity on those streets to acceptable levels. NOW, THEREFORE,

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

SECTION 1.

Title XV, Chapter 1 of the Pueblo Municipal Code is hereby amended by the addition of a new Section 15-1-25, to read as follows:

Sec. 15-1-25. Automated Vehicle Identification System Speed Enforcement.

(a) Definitions. As used in this Section, unless the context otherwise requires:

(1) "Automated Vehicle Identification System" or "AVIS" means a system whereby a machine is used to automatically detect a violation of a speed regulation and simultaneously record a photograph of the vehicle and the license plate of the vehicle, and a notice of violation or civil penalty assessment notice may be issued to the registered owner of the motor vehicle. The term does not include traffic signal cameras governed by Section 15-1-10 of this Code and does not include automated license plate reader systems as defined in C.R.S. Section 24-31-1301.

(2) "AVIS Corridor" means a street or portion of a street within the City that the City Council has designated as an Automated Vehicle Identification Corridor by ordinance adopted pursuant to subsection (d) of this Section.

(3) "Civil Penalty Assessment Notice" or "CPAN" means a notice issued to the registered owner of a motor vehicle after the registered owner has failed to respond to a Notice of Violation by the deadline stated on the Notice of Violation.

(4) "Mobile AVIS" means an Automated Vehicle Identification System designed to detect traffic violations that (A) is capable of being relocated between enforcement locations; (B) may be installed within or mounted to a motor vehicle, including a van, sport utility vehicle, or similar vehicle platform; (C) does not include a device or system installed in or mounted to a trailer, except that a device or system installed in or mounted to a trailer is considered mobile if it is moved to a new location within 72 hours after being deployed or is deployed in a maintenance, repair, or construction zone designated pursuant to C.R.S. Section 42-4-614 or a school zone as defined in C.R.S. Section 42-4-615; and (D) is generally used to provide flexibility to address temporary enforcement in high-risk traffic areas or shifting traffic patterns.

(5) "Notice of Violation" or "NOV" means a notice issued to the registered owner of a motor vehicle involved in an alleged speed violation detected by an AVIS.

(6) "Registered Owner" means the person in whose name a motor vehicle is registered with the Colorado Department of Revenue or with the vehicle registration authority of any other state.

(7) "Residential Neighborhood" means any block on which a majority of the improvements along both sides of the street are residential dwellings and the speed limit is 35 mph or less.

(b) Authorization. The City of Pueblo is hereby authorized to use an Automated Vehicle Identification System to detect speed violations of the traffic regulations adopted by the City or speed violations under state law, subject to the conditions and limitations set forth in this Section and in C.R.S. Section 42-4-110.5, as amended.

(c) Geographic Eligibility. The City may issue a Notice of Violation or Civil Penalty Assessment Notice for a speed violation detected using an AVIS only if the violation occurred within one or more of the following locations:

- (1) A school zone, as defined in C.R.S. Section 42-4-615;**
- (2) A residential neighborhood, as defined in subsection (a)(7) of this Section;**
- (3) A maintenance, construction, or repair zone designated pursuant to C.R.S. Section 42-4-614;**
- (4) A street that borders a municipal park; or**
- (5) A street or portion of a street that the City Council has designated as an AVIS Corridor by ordinance adopted pursuant to subsection (d) of this Section.**

(d) AVIS Corridor Designation.

- (1) The City Council may, by ordinance, designate one or more streets or portions of streets within the City as AVIS Corridors on which the City may locate an AVIS to detect speed violations.**
- (2) Before the City Council designates a street as an AVIS Corridor, the City shall compile and present to the City Council quantitative data collected within the past five years illustrating incidents of crashes, speeding, or reckless driving on the street proposed for designation, as required by C.R.S. Section 42-4-110.5(2)(g)(I.7)(C). Community complaints may supplement but shall not substitute for quantitative data.**
- (3) Before the City designates an AVIS Corridor on a state highway, the City shall notify and coordinate with the Colorado Department of Transportation and the Colorado State Patrol as required by C.R.S. Section 42-4-110.5(2)(g)(I.3), (I.4), and (I.5). No AVIS shall be operated on a state highway within a designated AVIS Corridor until all required coordination and permitting with the Colorado Department of Transportation and the Colorado State Patrol has been completed.**
- (4) The City shall not locate an AVIS or designate an AVIS Corridor on any highway that is part of the federal interstate highway system.**

(e) Signage Requirements.

- (1) AVIS Corridor Signage.** Before the City begins operation of an AVIS in an AVIS Corridor, the City shall: (A) post a permanent sign in a conspicuous place not fewer than 300 feet before the beginning of the corridor; and (B) post a permanent sign not fewer than 300 feet before each fixed camera within the corridor, or a temporary sign not fewer than 300 feet before any mobile camera.
- (2) General AVIS Signage.** The City shall not use an AVIS to detect a speed violation unless there is posted an appropriate temporary or permanent sign in a conspicuous place not fewer than 300 feet before the area in which the AVIS is to be used, notifying the public that an AVIS is in use immediately ahead. This

requirement shall not be deemed satisfied by the posting of a permanent sign at the borders of the City.

(f) New System Public Notification. For any new AVIS deployed within the City that is not a replacement of an existing AVIS:

(1) Public Announcement. The City shall publicly announce the implementation of the AVIS on the City's official website and on the City's social media accounts, if any, for at least 30 days prior to the activation of the system. Each fixed camera location, and each initial Mobile AVIS deployment location within an AVIS Corridor, shall be treated as a discrete system for purposes of this notice requirement.

(2) Per-Location Sign. At least 30 days before the AVIS is activated at a given location, the City shall post a sign at that location announcing the upcoming use of an AVIS. The sign shall use lettering that is at least four inches high for uppercase letters and three inches high for lowercase letters.

(3) Warning Period. For the first 30 days after the AVIS is installed or deployed at a given location, only warnings shall be issued for speed violations detected by the system at that location, and such warnings shall be issued and delivered in writing. No civil penalty shall be imposed during this 30-day warning period.

(4) Mobile AVIS Relocation Within Corridor. The requirements of subsections (f)(1), (f)(2), and (f)(3) of this Section do not apply to a Mobile AVIS that has been moved to a new location within the same established AVIS Corridor. Relocation of a Mobile AVIS to a new AVIS Corridor, or to a location not within an established AVIS Corridor, constitutes a new deployment requiring compliance with subsections (f)(1), (f)(2), and (f)(3) at the new location.

(5) Extended Notice. The City may, in its discretion, conduct an extended public information campaign or warning period, or post additional signs, beyond the minimum requirements of this subsection (f).

(g) Civil Penalty Schedule.

(1) First Violation Warning. If the City detects a speed violation of less than 6 mph over the reasonable and prudent speed through the use of an AVIS, and the violation is the first violation by the registered owner that the City has detected using an AVIS, the City may mail the registered owner a warning regarding the violation. The City shall not impose any penalty or surcharge for such first violation, except that if the violation occurs within a school zone as defined in C.R.S. Section 42-4-615 or within a maintenance, construction, or repair zone designated pursuant to C.R.S. Section 42-4-614, the maximum civil penalty the City may impose for such violation, including any surcharge, is \$40.00.

(2) Six-to-Ten MPH First Violation. If the City detects a speed violation of at least 6 mph and less than 10 mph over the reasonable and prudent speed through the use of an AVIS, and the violation is the first violation by the registered owner that the City has detected using an AVIS, the City shall mail the registered owner a written warning regarding the violation. The City shall not impose any penalty or surcharge for such first violation, except that if the violation occurs within a school zone as

defined in C.R.S. Section 42-4-615 or within a maintenance, construction, or repair zone designated pursuant to C.R.S. Section 42-4-614, the maximum civil penalty the City may impose for such violation, including any surcharge, is: (A) \$40.00 for violations occurring through December 31, 2034; and (B) \$50.00 for violations occurring on or after January 1, 2035, consistent with C.R.S. Section 42-4-110.5(4)(a) as amended.

(3) **Standard Maximum Civil Penalty.** For a second or subsequent speed violation of at least 6 mph and less than 10 mph over the reasonable and prudent speed, or for any speed violation of at least 10 mph and less than 25 mph over the reasonable and prudent speed, the maximum civil penalty the City may impose, including any surcharge, is: (A) \$40.00 for violations occurring through December 31, 2034; and (B) \$50.00 for violations occurring on or after January 1, 2035, consistent with C.R.S. Section 42-4-110.5(4)(b) as amended.

(4) **School Zone and Construction Zone Doubling.** If a speed violation described in subsection (g)(3) of this Section occurs within a school zone as defined in C.R.S. Section 42-4-615 or within a maintenance, construction, or repair zone designated pursuant to C.R.S. Section 42-4-614, the maximum civil penalty, including any surcharge, is doubled to: (A) \$80.00 for violations occurring through December 31, 2034; and (B) \$100.00 for violations occurring on or after January 1, 2035, consistent with C.R.S. Section 42-4-110.5(4)(b)(II) as amended.

(5) **Twenty-Five MPH and Above.** If the City detects a speed violation of 25 mph or more over the reasonable and prudent speed through the use of an AVIS, the maximum civil penalty the City may impose, including any surcharge, is: (A) \$120.00 for violations occurring through December 31, 2034; and (B) \$150.00 for violations occurring on or after January 1, 2035, consistent with C.R.S. Section 42-4-110.5(4)(c) as amended.

(6) **Municipal Judge Fine Schedule.** The presiding Municipal Judge shall adopt and include with the schedule of designated fines adopted under Section 15-1-2 of this Chapter a designated schedule for civil penalties imposed under this Section, consistent with the caps established in this subsection (g) and in C.R.S. Section 42-4-110.5(4).

(h) Variable or Temporarily Lowered Speed Limits.

(1) If a variable speed limit is in effect or a speed limit is otherwise temporarily lowered due to hazardous weather or other traffic conditions, the City shall issue a Notice of Violation and civil penalty under this Section only for a speed violation that exceeds the regular maximum posted speed limit for that location that is typically in effect when a variable speed limit is not in effect and the speed limit is not otherwise temporarily lowered.

(2) Subsection (h)(1) of this Section does not apply when a speed limit is temporarily lowered due to a maintenance, repair, or construction zone designated pursuant to C.R.S. Section 42-4-614.

(i) Notice of Violation.

(1) If the City detects an alleged speed violation through the use of an AVIS, the City shall issue, or cause its vendor to issue, a Notice of Violation to the registered owner of the motor vehicle involved in the alleged violation, by first-class mail, personal service, or any equivalent or superior mail delivery service:

(A) Within 30 days after the alleged violation occurred if the motor vehicle is registered in Colorado; or

(B) Within 60 days after the alleged violation occurred if the motor vehicle is registered outside of Colorado.

(2) The Notice of Violation shall contain:

(A) The name and address of the registered owner;

(B) The license plate number of the motor vehicle;

(C) The date, time, and location of the alleged violation;

(D) The amount of the prescribed civil penalty;

(E) The deadline for payment or for disputing the alleged violation, which deadline shall not be less than 45 days after the issuance date on the Notice of Violation; and

(F) Information on how the registered owner may either dispute the alleged violation in a hearing or pay the prescribed civil penalty.

(3) No Notice of Violation prepared by any vendor shall be mailed or served upon a registered owner until the notice and the information upon which it is based has been individually reviewed and approved by a City peace officer or by a non-sworn City employee designated in writing by the Chief of Police for that purpose.

(j) Civil Penalty Assessment Notice.

(1) If the City does not receive the prescribed civil penalty, a written notice requesting a hearing, or an affidavit of non-liability under subsection (n) by the deadline stated on the Notice of Violation, the City shall issue, or cause its vendor to issue, a Civil Penalty Assessment Notice to the registered owner by first-class mail, personal service, or equivalent or superior mail delivery service, no later than 30 days after the deadline on the Notice of Violation.

(2) The Civil Penalty Assessment Notice shall contain: (A) the name and address of the registered owner; (B) the license plate of the motor vehicle; (C) the date, time, and location of the alleged violation; (D) the amount of the prescribed civil penalty; (E) the deadline for payment; and (F) information on how to pay the prescribed civil penalty.

(3) If the registered owner fails to request a hearing by the deadline stated in the Notice of Violation, the registered owner waives any right to contest the violation or the amount of the prescribed civil penalty.

(4) Default Judgment. If the registered owner to whom a Civil Penalty Assessment Notice has been issued fails to pay the prescribed civil penalty or otherwise respond to the Notice by timely seeking a hearing, the Clerk of the Pueblo Municipal Court or Traffic Violations Bureau shall send a second notice by certified mail, return receipt requested, to the registered owner, warning the registered owner that in the event such second notice is disregarded for a period of 20 days from the date of mailing, default judgment will be entered. If the second notice is disregarded for a period of 20 days from the date of mailing, the Clerk of the Municipal Court shall enter default judgment, which identifies the vehicle involved in the violation, and transmit the same to the Pueblo Police Department.

(k) Hearing and Appeal.

(1) Hearing. If a hearing is timely requested to contest liability under this Section, adjudication of the liability imposed upon registered owners by this Section shall be by the Municipal Judge, or one of the Assistant Municipal Judges, sitting as an administrative hearing officer for the Traffic Violations Bureau. In hearings to determine liability under this Section, it shall be the City's burden to prove liability by a preponderance of the evidence. The proceedings shall be conducted informally without strict adherence to the rules of evidence, provided that testimony and exhibits received and considered shall have sufficient indicia of authenticity and reliability so as to constitute competent evidence. The signed officer review required by subsection (i)(3) of this Section, together with the photographic and recorded information produced by the AVIS, shall constitute the City's case-in-chief. The City Prosecutor shall not be required to appear at hearings held under this subsection.

(2) Appeal. Final orders of liability entered under this Section may be appealed by the registered owner as to matters of law and fact to the County Court of Pueblo County, Colorado, in accordance with C.R.S. Section 42-4-110.5(2)(a)(VIII). The appeal shall be a de novo hearing. The registered owner may assert on appeal that a Notice of Violation served by first-class mail or other mail delivery service was not actually delivered.

(l) No Points Assessment; No DMV Reporting. No violation detected by an AVIS under this Section shall result in the assessment of points against a driver's license or be reported to the Colorado Department of Revenue as a conviction or entry of judgment. The AVIS speed enforcement program established by this Section is exclusively a civil, non-criminal penalty system.

(m) No Vehicle Immobilization. The City shall not attempt to enforce an unpaid AVIS civil penalty by immobilizing (booting) the registered owner's vehicle.

(n) Defenses and Limitations on Owner Liability.

(1) Driver Privacy. The City shall not require a registered owner to disclose the identity of the driver of the vehicle at the time of the alleged violation.

(2) Owner Responsibility; Enumerated Exceptions. The registered owner of the motor vehicle detected by the AVIS is responsible for paying the civil penalty associated with the Notice of Violation unless the registered owner establishes by

timely affidavit, in accordance with subsection (n)(3) of this Section, that one or more of the following applies:

(A) The motor vehicle had been sold, leased, or transferred prior to the time of the violation, established by a bill of sale or other documentation showing that the motor vehicle was sold, leased, or transferred before the date and time of the violation;

(B) The motor vehicle had been stolen prior to the time of the violation, established by a copy of the police report showing that the license plate or motor vehicle was stolen before the date and time of the violation;

(C) A law enforcement officer issued a separate traffic citation to the registered owner or to the driver of the motor vehicle for the same violation detected by the AVIS, established by a copy of the separate citation; or

(D) The registered owner was deceased prior to the date of the violation, established by a certified copy of the death certificate showing that the death of the registered owner occurred before the date of the violation and by one of the following: (i) a bill of sale or other document showing that the motor vehicle was sold or transferred after the date of the registered owner's death and before the date of the violation; (ii) documented proof that the registered license plate was returned to the Colorado Department of Revenue or another office or authorized agent of the Department after the date of the registered owner's death and before the date of the violation; or (iii) a copy of the police report showing that the registered owner's license plate or motor vehicle was stolen after the date of the registered owner's death and before the date of the violation.

(3) **Affidavit Procedure.** To establish that the registered owner is not responsible for paying a civil penalty associated with a Notice of Violation, the registered owner or, in the case of a deceased owner, a representative of the estate or a family member of the registered owner, must, within 30 days after the date of issuance of the Notice of Violation, provide to the City an affidavit with supporting documentation establishing one or more of the exceptions set forth in subsection (n)(2) of this Section. The affidavit must include the civil penalty number identifying the Notice of Violation. The registered owner of a motor vehicle that was leased at the time of the violation is not required to submit an affidavit if the motor vehicle was registered in the name of the lessee at the time of the violation.

(4) **Mandatory Administrative Dismissal.** Upon receipt of an affidavit and sufficient supporting documentation under subsection (n)(3) of this Section, the City shall dismiss the Notice of Violation and provide written proof of the dismissal to the registered owner or other person who submitted the affidavit.

(5) **False Affidavit.** A person who submits a false affidavit under this subsection (n) commits a Class 2 misdemeanor traffic offense and, upon conviction, shall be punished as provided in C.R.S. Section 42-4-1701(3). The City Prosecutor is authorized to prosecute any such offense.

(6) Affidavit Intake. Submission of an affidavit and supporting documentation under this subsection (n) may be made through the AVIS vendor portal, by mail to the Traffic Violations Bureau, or in person at the City Clerk's office. Any contract for AVIS equipment or services under subsection (r) of this Section shall require that the vendor portal accept affidavit submissions with file attachments and route them to the City Clerk for processing.

(o) Collection Limitation. The City shall not initiate or pursue a collection action against a registered owner for a debt resulting from an unpaid AVIS civil penalty unless the registered owner has been personally served the Notice of Violation or the final order of liability.

(p) Leased and Rented Vehicles. If the registered owner of a motor vehicle involved in a speed violation detected by an AVIS is engaged in the business of leasing or renting motor vehicles, the registered owner remains liable for payment of the civil penalty even if the registered owner was not driving the motor vehicle, but may obtain payment from the lessee or renter and forward the payment to the City. A lessor who sends to the Municipal Court or Traffic Violations Bureau a copy of the rental, lease, or other contract document covering the vehicle on the date of the violation, with the name and address of the lessee clearly legible, within 30 days after receiving the Notice of Violation, shall not be found liable. The lessee shall then be deemed the owner for purposes of this Section and shall be sent a Notice of Violation.

(q) Data Privacy, Retention, and Destruction. The City and any vendor operating an AVIS under this Section shall:

(1) Program the AVIS to retain data only when a speed violation occurs;

(2) Treat all photographs and video collected by the AVIS as confidential and exempt from disclosure and inspection pursuant to part 2 of article 72 of title 24, C.R.S. (the Colorado Open Records Act);

(3) Not use, disclose, sell, or permit access to photographs, video, or personally identifiable data collected by the AVIS except to the extent necessary to operate the program, including for purposes of processing violations, for other law enforcement purposes, for transferring data to a new vendor or operating system, or, pursuant to a court order, for use in unrelated legal proceedings; and

(4) Destroy any photographs and video of a violation collected by the AVIS within three years after the final disposition of the violation, unless the photographs or video are maintained in a separate system for other purposes allowed by law.

(r) Vendor Compensation. No portion of any fine or civil penalty collected through the use of an AVIS under this Section may be paid to the manufacturer or vendor of the AVIS equipment. The compensation paid by the City for such equipment shall be based upon the value of the equipment and the value of any services provided to the City. Compensation shall be structured as a flat monthly fee or a flat hourly rate that is not contingent upon, and does not vary based on, the number of citations issued or the amount of revenue generated, and shall not include incentives, bonuses, escalators, or other provisions that are directly tied to the number of citations issued or the amount of revenue generated. Any contract for AVIS equipment or services shall comply with the

procurement requirements of Pueblo City Charter Sections 7-29 and 7-30 and the requirements of this subsection.

(s) **Public Reporting.** The City shall publish a report on the City's official website at least annually, timed to coincide with the City's fiscal year, and maintained on a publicly accessible page for each year of operation. The report shall include, for each AVIS Corridor: (1) the number of warnings issued; (2) the number of Notices of Violation issued; (3) the number of citations paid, contested, and in default; (4) total civil penalty revenue collected; (5) total program operating costs, including vendor compensation, equipment, signage, and administrative costs; (6) crash frequency and severity data for the corridor, including a comparison of pre-AVIS and post-AVIS crash rates where at least one full year of post-deployment data is available; and (7) average measured speeds within the corridor before and after AVIS deployment, where such data is available.

(t) **Equipment Calibration and Accuracy.** All AVIS equipment deployed by the City shall be calibrated and certified for accuracy by an independent third party prior to initial deployment and at least annually thereafter. Calibration records, including the date of calibration, the identity of the calibrating entity, and the results of each calibration test, shall be maintained by the Pueblo Police Department and shall be public records available for inspection. No Notice of Violation shall be issued based on data from an AVIS unit whose calibration certification has expired.

(u) **Relationship to Section 15-1-10.** This Section governs AVIS speed enforcement only and shall not be construed to modify, limit, or supersede the traffic signal camera program established under Section 15-1-10 of this Chapter. The two programs shall operate independently.

(v) **Severability.** If any subsection, sentence, clause, or phrase of this Section is for any reason held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Section. The City Council hereby declares that it would have adopted this Section and each subsection, sentence, clause, and phrase thereof irrespective of the fact that any one or more subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective upon final action of the Mayor.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

PRESIDENT OF CITY COUNCIL

Action by the Mayor:

- ☐ Approved on _____.
- ☐ Disapproved on _____ based on the following objections:

MAYOR

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____.
- ☐ Council action on _____ failed to override the Mayor's veto.

PRESIDENT OF CITY COUNCIL

ATTEST:

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 14, 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 DESIGNATING AUTOMATED VEHICLE IDENTIFICATION SYSTEM CORRIDORS ON SPECIFIED STREETS WITHIN THE CITY OF PUEBLO PURSUANT TO SECTION 15-1-25 OF THE PUEBLO MUNICIPAL CODE AND C.R.S. SECTION 42-4-110.5, AND MAKING LEGISLATIVE FINDINGS IN SUPPORT THEREOF

SUMMARY:

This proposed Ordinance designates 15 streets and street segments within the City of Pueblo as Automated Vehicle Identification System (AVIS) Corridors pursuant to Section 15-1-25 of the Pueblo Municipal Code and C.R.S. Section 42-4-110.5. The corridors are organized in two tiers based on crash severity and enforcement priority. Tier 1 corridors (11 segments) are prioritized for initial deployment based on higher fatality and crash histories. Tier 2 corridors (4 segments) are designated for subsequent deployment as resources and vendor capacity permit. For corridors that traverse state highways, AVIS operations shall not commence until the Chief of Police has certified that all required coordination with the Colorado Department of Transportation and the Colorado State Patrol has been completed.

PREVIOUS COUNCIL ACTION:

No previous Council action has been taken to designate AVIS speed enforcement corridors.

BACKGROUND:

Section 15-1-25(d) of the Pueblo Municipal Code, as adopted by the companion enabling ordinance, authorizes the City Council to designate AVIS Corridors by ordinance. C.R.S. Section 42-4-110.5(2)(g)(I), as amended by Senate Bill 26-152 (signed by Governor Polis on June 2, 2026, effective August 12, 2026), requires the City to compile quantitative data collected within the past five years illustrating incidents of crashes, speeding, or reckless driving on each street proposed for designation. Community complaints may supplement but cannot substitute for quantitative data.

The Pueblo Police Department has compiled crash, fatality, citation, and speed study data for each proposed corridor. The 11 Tier 1 corridors collectively recorded 55 traffic fatalities and approximately 5,800 speeding citations over the five-year period 2020 through 2025. The four Tier 2 corridors include sustained traffic enforcement activity over the same period: Lake Ave (1,042 total citations, 331 speeding, 1 fatal crash); W. Abriendo Ave/E. Abriendo Ave (845 total citations, 186 speeding, 1 fatal crash); Main St (444 total citations, 45 speeding, 0 fatal crashes); and Union Ave (162 total citations, 40 speeding, 0 fatal crashes). All four Tier 2 corridors are supported by documented community complaint records.

Five Tier 1 corridors traverse state highways: Pueblo Blvd (CO Hwy 45), Thatcher Ave/Lincoln Ave/W. 4th St (US Hwy 96), Northern Ave (CO Hwy 78), E. 4th St (US Hwy 96), and Santa Fe Ave/Santa Fe Dr (US Hwy 50B). C.R.S. Section 42-4-110.5(2)(g)(I.3) and (I.4) require the City to notify and coordinate with CDOT before operating an AVIS on a state highway, and to obtain a special use permit for any equipment placed on CDOT right-of-way. This Ordinance designates those corridors but expressly conditions the commencement of AVIS operations on completion of all required CDOT and Colorado State Patrol coordination, with a written certification requirement before cameras may go live.

No proposed corridor is located on a highway that is part of the federal interstate highway system. I-25 is categorically excluded from AVIS corridor designation by C.R.S. Section 42-4-110.5(2)(g)(V)(B).

FINANCIAL IMPLICATIONS:

Corridor designation itself has no direct financial impact. Costs associated with signage installation, equipment deployment, and vendor services for each corridor will be addressed through the AVIS equipment and services procurement process.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

The Pueblo Police Department has received sustained community complaints regarding speeding on multiple corridors identified in this Ordinance. Documented complaints include Council petitions, 311 service requests, and neighborhood association communications.

ALTERNATIVES:

If this Ordinance is not approved, no AVIS speed enforcement corridors will be designated and the AVIS program authorized by Section 15-1-25 cannot be deployed for corridor-based speed enforcement. Speed enforcement on the identified corridors will continue to rely exclusively on manned patrol units. The 15 corridors proposed for designation have collectively recorded 57 traffic fatalities over the five-year period 2020 through 2025, and traditional enforcement methods have not reduced crash frequency and severity on these streets to acceptable levels.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Background - Designation of Corridors
2. Ordinance - Designation of Corridors
3. Final Corridor Stats

ORDINANCE NO.

AN ORDINANCE DESIGNATING AUTOMATED VEHICLE IDENTIFICATION SYSTEM CORRIDORS ON SPECIFIED STREETS WITHIN THE CITY OF PUEBLO PURSUANT TO SECTION 15-1-25 OF THE PUEBLO MUNICIPAL CODE AND C.R.S. SECTION 42-4-110.5, AND MAKING LEGISLATIVE FINDINGS IN SUPPORT THEREOF

WHEREAS, Pueblo is a home rule municipality organized and existing under Article XX of the Colorado Constitution; and

WHEREAS, C.R.S. Section 42-4-110.5(2)(g)(I) authorizes a municipality to designate, by ordinance or resolution, a street or portion of a street as an Automated Vehicle Identification Corridor on which the municipality may locate an Automated Vehicle Identification System to detect speed violations; and

WHEREAS, Section 15-1-25(d) of the Pueblo Municipal Code authorizes the City Council to designate AVIS Corridors by ordinance and requires the City to compile and present quantitative data collected within the past five years illustrating incidents of crashes, speeding, or reckless driving on each proposed corridor, with community complaints permitted to supplement but not substitute for such quantitative data; and

WHEREAS, the Pueblo Police Department has compiled crash, fatality, citation, speed study, and community complaint data for each corridor designated by this Ordinance, and such data demonstrates that the corridors designated herein have experienced persistent patterns of speeding, traffic crashes, and traffic fatalities that warrant AVIS speed enforcement; and

WHEREAS, the 15 corridors designated by this Ordinance collectively account for 57 traffic fatalities and more than 6,400 speeding citations within the five-year period 2020 through 2025, and traditional law enforcement methods alone have not been sufficient to reduce crash frequency and severity on these streets; and

WHEREAS, certain corridors designated by this Ordinance traverse state highways, and C.R.S. Section 42-4-110.5(2)(g)(I.3) and (I.4) require the City to notify and coordinate with the Colorado Department of Transportation and the Colorado State Patrol before operating an AVIS on a state highway; and

WHEREAS, no corridor designated by this Ordinance is located on a highway that is part of the federal interstate highway system, consistent with C.R.S. Section 42-4-110.5(2)(g)(V)(B); and

WHEREAS, the City Council finds that the designation of the corridors identified in this Ordinance will promote the safety of motorists, pedestrians, and residents of the City of Pueblo by enabling targeted AVIS speed enforcement on streets with documented histories of speeding, crashes, and traffic fatalities. NOW, THEREFORE,

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

SECTION 1.

The City Council hereby finds and determines that the data compiled by the Pueblo Police Department, including crash reports, fatality data, citation records, speed studies, and documented community complaints, which data is incorporated herein by reference, demonstrates that each corridor designated in Section 2 and Section 3 of this Ordinance has

experienced, within the past five years, incidents of crashes, speeding, or reckless driving sufficient to satisfy the quantitative data requirement of C.R.S. Section 42-4-110.5(2)(g)(I.7)(C) and Section 15-1-25(d)(2) of the Pueblo Municipal Code.

SECTION 2.

Tier 1 AVIS Corridor Designations.

The following streets and street segments within the City of Pueblo are hereby designated as Automated Vehicle Identification Corridors pursuant to Section 15-1-25(d) of the Pueblo Municipal Code. Tier 1 corridors are prioritized for initial AVIS deployment:

Corridor	From	To	State Hwy
Dillon Drive	Eagleridge	W. 29th St	No
W. 29th St	Dillon Drive	Baltimore Ave	No
Pueblo Blvd	W. 11th St	Lake Ave	CO Hwy 45
Thatcher Ave/Lincoln Ave/W. Bandera Parkway 4th St		Midtown Circle Dr	US Hwy 96
Northern Ave	Ventana Way	Santa Fe Dr	CO Hwy 78
Prairie Ave	Thatcher Ave	Pueblo Blvd	No
E. 4th St	N. Bradford St	Beaumont Ave	US Hwy 96
Santa Fe Ave/Santa Fe Dr	W. 13th St	Northern Ave	US Hwy 50B
N. Joplin Ave	E. 4th St	Stockyard Rd	No
Troy Ave	Cesar Chavez Pkwy	Hwy 50B	No
Cesar Chavez Pkwy	Dillon Dr	Mile Marker 3 (City Limits)	No

SECTION 3.

Tier 2 AVIS Corridor Designations.

The following streets and street segments within the City of Pueblo are hereby designated as Automated Vehicle Identification Corridors pursuant to Section 15-1-25(d) of the Pueblo Municipal Code. Tier 2 corridors are designated for deployment as resources and vendor capacity permit:

Corridor	From	To	State Hwy
W. Abriendo Ave/E. Abriendo Ave	Cleveland St	Washington St	No
Main St	E. Abriendo Ave	W. 13th St	No
Union Ave	W. Abriendo Ave	City Center Dr	No
Lake Ave	E. Abriendo Ave	Pueblo Blvd	No

SECTION 4.

State Highway Corridors.

For any corridor designated in Section 2 or Section 3 of this Ordinance that traverses a state highway maintained by the Colorado Department of Transportation, AVIS operations shall not commence on the state highway segment of such corridor until the City has:

(a) Notified the Colorado Department of Transportation and the Colorado State Patrol of the corridor designation, as required by C.R.S. Section 42-4-110.5(2)(g)(I.3) and (I.5);

(b) Completed all required coordination with the Colorado Department of Transportation, including demonstration that pre-operation signage requirements have been met, as required by C.R.S. Section 42-4-110.5(2)(g)(I.4);

(c) Obtained any required special use permit from the Colorado Department of Transportation for the installation of AVIS equipment or signage on Department of Transportation right-of-way; and

(d) Received confirmation from the Colorado Department of Transportation that coordination requirements have been satisfied.

Before AVIS operations commence on any state highway corridor, the Chief of Police shall certify in writing to the City Clerk that all requirements of this Section 4 have been satisfied for the specific corridor. The City Clerk shall maintain such certifications as a public record.

The corridors identified as traversing state highways in Section 2 include: Pueblo Blvd (CO Hwy 45), Thatcher Ave/Lincoln Ave/W. 4th St (US Hwy 96), Northern Ave (CO Hwy 78), E. 4th St (US Hwy 96), and Santa Fe Ave/Santa Fe Dr (US Hwy 50B).

SECTION 5.

No corridor designated by this Ordinance includes any segment of a highway that is part of the federal interstate highway system, including Interstate 25.

SECTION 6.

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 corridor designations established herein.

SECTION 7.

This Ordinance shall become effective upon final action of the Mayor, coincident with the effective date of the companion enabling ordinance amending Title XV of the Pueblo Municipal Code by the addition of Section 15-1-25.

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: September 14, 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 DESIGNATING AUTOMATED VEHICLE IDENTIFICATION SYSTEM CORRIDORS ON SPECIFIED STREETS WITHIN THE CITY OF PUEBLO PURSUANT TO SECTION 15-1-25 OF THE PUEBLO MUNICIPAL CODE AND C.R.S. SECTION 42-4-110.5, AND MAKING LEGISLATIVE FINDINGS IN SUPPORT THEREOF**

SUMMARY:

This proposed Ordinance designates 15 streets and street segments within the City of Pueblo as Automated Vehicle Identification System (AVIS) Corridors pursuant to Section 15-1-25 of the Pueblo Municipal Code and C.R.S. Section 42-4-110.5. The corridors are organized in two tiers based on crash severity and enforcement priority. Tier 1 corridors (11 segments) are prioritized for initial deployment based on higher fatality and crash histories. Tier 2 corridors (4 segments) are designated for subsequent deployment as resources and vendor capacity permit. For corridors that traverse state highways, AVIS operations shall not commence until the Chief of Police has certified that all required coordination with the Colorado Department of Transportation and the Colorado State Patrol has been completed.

PREVIOUS COUNCIL ACTION:

No previous Council action has been taken to designate AVIS speed enforcement corridors.

BACKGROUND:

Section 15-1-25(d) of the Pueblo Municipal Code, as adopted by the companion enabling ordinance, authorizes the City Council to designate AVIS Corridors by ordinance. C.R.S. Section 42-4-110.5(2)(g)(I), as amended by Senate Bill 26-152 (signed by Governor Polis on June 2, 2026, effective August 12, 2026), requires the City to compile quantitative data collected within the past five years illustrating incidents of crashes, speeding, or reckless driving on each street proposed for designation. Community complaints may supplement but cannot substitute for quantitative data.

The Pueblo Police Department has compiled crash, fatality, citation, and speed study data for each proposed corridor. The 11 Tier 1 corridors collectively recorded 55 traffic fatalities and approximately 5,800 speeding citations over the five-year period 2020 through 2025. The four

Tier 2 corridors include sustained traffic enforcement activity over the same period: Lake Ave (1,042 total citations, 331 speeding, 1 fatal crash); W. Abriendo Ave/E. Abriendo Ave (845 total citations, 186 speeding, 1 fatal crash); Main St (444 total citations, 45 speeding, 0 fatal crashes); and Union Ave (162 total citations, 40 speeding, 0 fatal crashes). All four Tier 2 corridors are supported by documented community complaint records.

Five Tier 1 corridors traverse state highways: Pueblo Blvd (CO Hwy 45), Thatcher Ave/Lincoln Ave/W. 4th St (US Hwy 96), Northern Ave (CO Hwy 78), E. 4th St (US Hwy 96), and Santa Fe Ave/Santa Fe Dr (US Hwy 50B). C.R.S. Section 42-4-110.5(2)(g)(I.3) and (I.4) require the City to notify and coordinate with CDOT before operating an AVIS on a state highway, and to obtain a special use permit for any equipment placed on CDOT right-of-way. This Ordinance designates those corridors but expressly conditions the commencement of AVIS operations on completion of all required CDOT and Colorado State Patrol coordination, with a written certification requirement before cameras may go live.

No proposed corridor is located on a highway that is part of the federal interstate highway system. I-25 is categorically excluded from AVIS corridor designation by C.R.S. Section 42-4-110.5(2)(g)(V)(B).

FINANCIAL IMPLICATIONS:

Corridor designation itself has no direct financial impact. Costs associated with signage installation, equipment deployment, and vendor services for each corridor will be addressed through the AVIS equipment and services procurement process.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

The Pueblo Police Department has received sustained community complaints regarding speeding on multiple corridors identified in this Ordinance. Documented complaints include Council petitions, 311 service requests, and neighborhood association communications.

ALTERNATIVES:

If this Ordinance is not approved, no AVIS speed enforcement corridors will be designated and the AVIS program authorized by Section 15-1-25 cannot be deployed for corridor-based speed enforcement. Speed enforcement on the identified corridors will continue to rely exclusively on manned patrol units. The 15 corridors proposed for designation have collectively recorded 57 traffic fatalities over the five-year period 2020 through 2025, and traditional enforcement methods have not reduced crash frequency and severity on these streets to acceptable levels.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:

Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE DESIGNATING AUTOMATED VEHICLE IDENTIFICATION SYSTEM CORRIDORS ON SPECIFIED STREETS WITHIN THE CITY OF PUEBLO PURSUANT TO SECTION 15-1-25 OF THE PUEBLO MUNICIPAL CODE AND C.R.S. SECTION 42-4-110.5, AND MAKING LEGISLATIVE FINDINGS IN SUPPORT THEREOF

WHEREAS, Pueblo is a home rule municipality organized and existing under Article XX of the Colorado Constitution; and

WHEREAS, C.R.S. Section 42-4-110.5(2)(g)(l) authorizes a municipality to designate, by ordinance or resolution, a street or portion of a street as an Automated Vehicle Identification Corridor on which the municipality may locate an Automated Vehicle Identification System to detect speed violations; and

WHEREAS, Section 15-1-25(d) of the Pueblo Municipal Code authorizes the City Council to designate AVIS Corridors by ordinance and requires the City to compile and present quantitative data collected within the past five years illustrating incidents of crashes, speeding, or reckless driving on each proposed corridor, with community complaints permitted to supplement but not substitute for such quantitative data; and

WHEREAS, the Pueblo Police Department has compiled crash, fatality, citation, speed study, and community complaint data for each corridor designated by this Ordinance, and such data demonstrates that the corridors designated herein have experienced persistent patterns of speeding, traffic crashes, and traffic fatalities that warrant AVIS speed enforcement; and

WHEREAS, the 15 corridors designated by this Ordinance collectively account for 57 traffic fatalities and more than 6,400 speeding citations within the five-year period 2020 through 2025, and traditional law enforcement methods alone have not been sufficient to reduce crash frequency and severity on these streets; and

WHEREAS, certain corridors designated by this Ordinance traverse state highways, and C.R.S. Section 42-4-110.5(2)(g)(l.3) and (l.4) require the City to notify and coordinate with the Colorado Department of Transportation and the Colorado State Patrol before operating an AVIS on a state highway; and

WHEREAS, no corridor designated by this Ordinance is located on a highway that is part of the federal interstate highway system, consistent with C.R.S. Section 42-4-110.5(2)(g)(V)(B); and

WHEREAS, the City Council finds that the designation of the corridors identified in this Ordinance will promote the safety of motorists, pedestrians, and residents of the City of Pueblo by enabling targeted AVIS speed enforcement on streets with documented histories of speeding, crashes, and traffic fatalities. NOW, THEREFORE,

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

SECTION 1.

The City Council hereby finds and determines that the data compiled by the Pueblo Police Department, including crash reports, fatality data, citation records, speed studies, and documented community complaints, which data is incorporated herein by reference, demonstrates that each corridor designated in Section 2 and Section 3 of this Ordinance has experienced, within the past five years, incidents of crashes, speeding, or reckless driving sufficient to satisfy the quantitative data requirement of C.R.S. Section 42-4-110.5(2)(g)(I.7)(C) and Section 15-1-25(d)(2) of the Pueblo Municipal Code.

SECTION 2.

Tier 1 AVIS Corridor Designations.

The following streets and street segments within the City of Pueblo are hereby designated as Automated Vehicle Identification Corridors pursuant to Section 15-1-25(d) of the Pueblo Municipal Code. Tier 1 corridors are prioritized for initial AVIS deployment:

Corridor	From	To	State Hwy
Dillon Drive	Eagleridge	W. 29th St	No
W. 29th St	Dillon Drive	Baltimore Ave	No
Pueblo Blvd	W. 11th St	Lake Ave	CO Hwy 45
Thatcher Ave/Lincoln Ave/W. 4th St	Bandera Parkway	Midtown Circle Dr	US Hwy 96
Northern Ave	Ventana Way	Santa Fe Dr	CO Hwy 78
Prairie Ave	Thatcher Ave	Pueblo Blvd	No
E. 4th St	N. Bradford St	Beaumont Ave	US Hwy 96
Santa Fe Ave/Santa Fe Dr	W. 13th St	Northern Ave	US Hwy 50B
N. Joplin Ave	E. 4th St	Stockyard Rd	No
Troy Ave	Cesar Chavez Pkwy	Hwy 50B	No
Cesar Chavez Pkwy	Dillon Dr	Mile Marker 3 (City Limits)	No

SECTION 3.

Tier 2 AVIS Corridor Designations.

The following streets and street segments within the City of Pueblo are hereby designated as Automated Vehicle Identification Corridors pursuant to Section 15-1-25(d) of the Pueblo Municipal Code. Tier 2 corridors are designated for deployment as resources and vendor capacity permit:

Corridor	From	To	State Hwy
W. Abriendo Ave/E. Abriendo Ave	Cleveland St	Washington St	No
Main St	E. Abriendo Ave	W. 13th St	No
Union Ave	W. Abriendo Ave	City Center Dr	No
Lake Ave	E. Abriendo Ave	Pueblo Blvd	No

SECTION 4.

State Highway Corridors.

For any corridor designated in Section 2 or Section 3 of this Ordinance that traverses a state highway maintained by the Colorado Department of Transportation, AVIS operations shall not commence on the state highway segment of such corridor until the City has:

- (a) Notified the Colorado Department of Transportation and the Colorado State Patrol of the corridor designation, as required by C.R.S. Section 42-4-110.5(2)(g)(I.3) and (I.5);
- (b) Completed all required coordination with the Colorado Department of Transportation, including demonstration that pre-operation signage requirements have been met, as required by C.R.S. Section 42-4-110.5(2)(g)(I.4);
- (c) Obtained any required special use permit from the Colorado Department of Transportation for the installation of AVIS equipment or signage on Department of Transportation right-of-way; and
- (d) Received confirmation from the Colorado Department of Transportation that coordination requirements have been satisfied.

Before AVIS operations commence on any state highway corridor, the Chief of Police shall certify in writing to the City Clerk that all requirements of this Section 4 have been satisfied for the specific corridor. The City Clerk shall maintain such certifications as a public record.

The corridors identified as traversing state highways in Section 2 include: Pueblo Blvd (CO Hwy 45), Thatcher Ave/Lincoln Ave/W. 4th St (US Hwy 96), Northern Ave (CO Hwy 78), E. 4th St (US Hwy 96), and Santa Fe Ave/Santa Fe Dr (US Hwy 50B).

SECTION 5.

No corridor designated by this Ordinance includes any segment of a highway that is part of the federal interstate highway system, including Interstate 25.

SECTION 6.

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 corridor designations established herein.

SECTION 7.

This Ordinance shall become effective upon final action of the Mayor, coincident with the effective date of the companion enabling ordinance amending Title XV of the Pueblo Municipal Code by the addition of Section 15-1-25.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 14, 2026.

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

Traffic

Citation Data

Location	2025	2024	2023	2022	2021	2020	Total	Speeding	Fatal Crashes
Northern Ave (Hwy 78)	209	171	455	404	512	777	2528	1140	18
Pueblo Blvd (Hwy 45)	250	297	351	358	336	546	2138	1141	10
Thatcher/Lincoln/4th St (Hwy 96)									12
4th St	188	182	421	454	475	690	2410	1350	
Thatcher Ave	66	53	42	82	86	94	423	167	
Lincoln St	87	43	55	59	63	74	381	255	
Dillon Dr	43	78	72	92	84	79	448	28	0
W 29th St	74	65	97	111	72	137	556	167	0
Prairie Ave	203	173	128	140	137	207	988	137	1
Troy Ave	57	68	49	32	41	42	289	22	4
Cesar Chavez (Hwy 47)	57	67	89	95	66	57	431	113	2
Lake Ave	89	159	200	212	216	166	1042	331	1
Santa Fe Ave/Santa Fe Dr (Hwy 50 B)	126	325	271	561	468	312	2063	1269	7
						Total	13697	6120	
Union Ave	8	43	31	17	20	43	162	40	0
Abriendo Ave	155	111	124	167	109	179	845	186	1
Main St	65	57	74	84	76	88	444	45	0
Joplin Ave	16	10	25	23	32	34	140	10	1

Traffic

Crash Data

2020-2023

	2025	2024
Hwy 96 (Thatcher/W. 4 th St)	238	193
Hwy 45 (Pueblo Blvd)- St. Clair Ave to Prairie Ave	451	112
Hwy 78 (Northern Ave)- Bandera Pkwy. to Harlem Pl	1456	202
Hwy 96 (E. 4 th St) Erie Ave to Amarillo Ave	287	54

Traffic

Complaints

Union Ave
Abriendo Ave
Main St
Joplin Ave

Reckless

Driving

W. 24th St
Tuxedo Blvd

Update 3/16/26



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 14, 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 AN AUTOMATED SPEEDING ENFORCEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO AND OBVIO INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

SUMMARY:

This proposed Ordinance approves an Automated Speeding Enforcement Agreement between the City and Obvio Inc., a Delaware Corporation, for the provision of Automated Vehicle Identification System (AVIS) equipment, cameras, hardware, software, and maintenance services to support the City's speed enforcement program.

PREVIOUS COUNCIL ACTION:

This proposed Ordinance is companion legislation to the AVIS speed enforcement enabling ordinance (adding new Section 15-1-25), the AVIS corridor designation ordinance, and the ordinance repealing and reenacting Section 15-1-10 (traffic signal camera conformance), all being introduced concurrently at this same meeting. The City has not previously entered into a vendor agreement for AVIS speed enforcement services.

BACKGROUND:

The Colorado General Assembly has authorized municipal use of Automated Vehicle Identification Systems for speed enforcement under C.R.S. Section 42-4-110.5, as amended by S.B. 23-200 (effective June 5, 2023), S.B. 24-195 (effective June 5, 2024), and S.B. 26-152 (signed by Governor Polis on June 2, 2026, effective August 12, 2026). To operate an AVIS speed enforcement program, the City requires equipment, software, and back-office processing services that are not available in-house. This Ordinance approves an agreement with a vendor selected to provide those services.

Obvio Inc. is a Delaware Corporation that provides automated traffic law enforcement

systems and related services to municipal customers. The Agreement covers the full scope of the AVIS speed enforcement program authorized by new Section 15-1-25, including feasibility studies, equipment installation and calibration, camera operation, violation data capture and pre-processing, submittal of violation packages for peace-officer or Automated Enforcement Coordinator review under Section 15-1-25(i)(3), printing and mailing of Notices of Violation, phone support for registered owners, hearing evidence packages, and public education under Obvio's LetsDriveSafer program.

The Agreement structures compensation as a flat monthly fee per Operational Camera and expressly warrants that compensation is not contingent on, and does not vary with, the number of citations issued or the amount of fine revenue collected, conforming to the flat-rate compensation requirements of C.R.S. Section 42-4-110.5(5) as amended by S.B. 26-152. Payment obligations are expressly contingent upon annual appropriation of funds by the City Council. The Agreement does not require the City to procure any camera or service on a minimum-volume commitment.

FINANCIAL IMPLICATIONS:

Compensation is a flat monthly fee per Operational Camera: \$4,100 for fixed cameras and \$6,000 for mobile cameras. Total program cost in any fiscal year will depend on the number of cameras deployed. Payment obligations are contingent upon annual appropriation by City Council. Civil penalty revenue collected under the AVIS speed enforcement program is expected to substantially offset program costs over the Initial Term. Postage reimbursement is at cost if Obvio mails citations on the City's behalf.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Formal stakeholder engagement, including a public hearing before City Council, will occur during the two-reading ordinance adoption process required by Charter Section 3-19.

ALTERNATIVES:

If this Ordinance is not approved, the City will not have a vendor to provide the equipment, software, and back-office processing services required to operate the AVIS speed enforcement program authorized by new Section 15-1-25. The enabling ordinance and corridor designation ordinance would take effect without a vendor in place, and no Automated Vehicle Identification System could be deployed on the designated corridors until a vendor agreement is executed.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Background - Obvio Contract
2. Ordinance - Obvio Contract

3. Obvio - Speed Enforcement Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING AN AUTOMATED SPEEDING ENFORCEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO AND OBVIO INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, 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 regulation of vehicular traffic on public streets within the City; and

WHEREAS, the Colorado General Assembly has declared that the enforcement of traffic laws through the use of automated vehicle identification systems is a matter of statewide concern requiring uniform state standards, C.R.S. Section 42-4-110.5(1); and

WHEREAS, C.R.S. Section 42-4-110.5(2), as amended by S.B. 23-200 (effective June 5, 2023), S.B. 24-195 (effective June 5, 2024), and S.B. 26-152 (signed by Governor Polis on June 2, 2026, effective August 12, 2026), authorizes a municipality to adopt an ordinance authorizing the use of an automated vehicle identification system to detect violations of traffic regulations adopted by the municipality or violations of state traffic law, subject to the conditions and limitations set forth in that section; and

WHEREAS, the deployment and operation of an AVIS speed enforcement program require Automated Traffic Law Enforcement System equipment, software, back-office processing services, and public education services that are not available within existing City resources, and the City has determined that procurement of these services from a qualified vendor is necessary to implement the program; and

WHEREAS, the Agreement structures compensation as a flat monthly fee per Operational Camera and expressly warrants that compensation is not contingent on, and does not vary with, the number of citations issued or the amount of fine revenue collected, conforming to the flat-rate compensation requirements of C.R.S. Section 42-4-110.5(5) as amended by S.B. 26-152; and

WHEREAS, the City Council finds that approval of the Agreement is in the best interests of the City and its residents. NOW, THEREFORE,

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

SECTION 1.

The Automated Speeding Enforcement Agreement between the City of Pueblo and Obvio Inc., a copy of which is attached hereto and incorporated herein by this reference, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Agreement on behalf of the City of Pueblo, and the City Clerk is directed to affix the seal of the City thereto and attest same. The Agreement is subject to such technical, non-substantive changes as may be approved by the City Attorney prior to execution.

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



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 14, 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 AN AUTOMATED SPEEDING ENFORCEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO AND OBVIO INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

SUMMARY:

This proposed Ordinance approves an Automated Speeding Enforcement Agreement between the City and Obvio Inc., a Delaware Corporation, for the provision of Automated Vehicle Identification System (AVIS) equipment, cameras, hardware, software, and maintenance services to support the City's speed enforcement program.

PREVIOUS COUNCIL ACTION:

This proposed Ordinance is companion legislation to the AVIS speed enforcement enabling ordinance (adding new Section 15-1-25), the AVIS corridor designation ordinance, and the ordinance repealing and reenacting Section 15-1-10 (traffic signal camera conformance), all being introduced concurrently at this same meeting. The City has not previously entered into a vendor agreement for AVIS speed enforcement services.

BACKGROUND:

The Colorado General Assembly has authorized municipal use of Automated Vehicle Identification Systems for speed enforcement under C.R.S. Section 42-4-110.5, as amended by S.B. 23-200 (effective June 5, 2023), S.B. 24-195 (effective June 5, 2024), and S.B. 26-152 (signed by Governor Polis on June 2, 2026, effective August 12, 2026). To operate an AVIS speed enforcement program, the City requires equipment, software, and back-office processing services that are not available in-house. This Ordinance approves an agreement with a vendor selected to provide those services.

Obvio Inc. is a Delaware Corporation that provides automated traffic law enforcement systems and related services to municipal customers. The Agreement covers the full scope of the AVIS speed enforcement program authorized by new Section 15-1-25, including feasibility studies, equipment installation and calibration, camera operation, violation data capture and pre-processing, submittal of violation packages for peace-officer or Automated Enforcement

Coordinator review under Section 15-1-25(i)(3), printing and mailing of Notices of Violation, phone support for registered owners, hearing evidence packages, and public education under Obvio's LetsDriveSafer program.

The Agreement structures compensation as a flat monthly fee per Operational Camera and expressly warrants that compensation is not contingent on, and does not vary with, the number of citations issued or the amount of fine revenue collected, conforming to the flat-rate compensation requirements of C.R.S. Section 42-4-110.5(5) as amended by S.B. 26-152. Payment obligations are expressly contingent upon annual appropriation of funds by the City Council. The Agreement does not require the City to procure any camera or service on a minimum-volume commitment.

FINANCIAL IMPLICATIONS:

Compensation is a flat monthly fee per Operational Camera: \$4,100 for fixed cameras and \$6,000 for mobile cameras. Total program cost in any fiscal year will depend on the number of cameras deployed. Payment obligations are contingent upon annual appropriation by City Council. Civil penalty revenue collected under the AVIS speed enforcement program is expected to substantially offset program costs over the Initial Term. Postage reimbursement is at cost if Obvio mails citations on the City's behalf.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Formal stakeholder engagement, including a public hearing before City Council, will occur during the two-reading ordinance adoption process required by Charter Section 3-19.

ALTERNATIVES:

If this Ordinance is not approved, the City will not have a vendor to provide the equipment, software, and back-office processing services required to operate the AVIS speed enforcement program authorized by new Section 15-1-25. The enabling ordinance and corridor designation ordinance would take effect without a vendor in place, and no Automated Vehicle Identification System could be deployed on the designated corridors until a vendor agreement is executed.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:

Proposed Ordinance

Automated Speeding Enforcement Agreement between the City of Pueblo and Obvio Inc.

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AUTOMATED SPEEDING
ENFORCEMENT AGREEMENT BETWEEN THE CITY OF
PUEBLO AND OBVIO INC. AND AUTHORIZING THE MAYOR TO
EXECUTE THE AGREEMENT

WHEREAS, 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 regulation of vehicular traffic on public streets within the City; and

WHEREAS, the Colorado General Assembly has declared that the enforcement of traffic laws through the use of automated vehicle identification systems is a matter of statewide concern requiring uniform state standards, C.R.S. Section 42-4-110.5(1); and

WHEREAS, C.R.S. Section 42-4-110.5(2), as amended by S.B. 23-200 (effective June 5, 2023), S.B. 24-195 (effective June 5, 2024), and S.B. 26-152 (signed by Governor Polis on June 2, 2026, effective August 12, 2026), authorizes a municipality to adopt an ordinance authorizing the use of an automated vehicle identification system to detect violations of traffic regulations adopted by the municipality or violations of state traffic law, subject to the conditions and limitations set forth in that section; and

WHEREAS, the deployment and operation of an AVIS speed enforcement program require Automated Traffic Law Enforcement System equipment, software, back-office processing services, and public education services that are not available within existing City resources, and the City has determined that procurement of these services from a qualified vendor is necessary to implement the program; and

WHEREAS, the Agreement structures compensation as a flat monthly fee per Operational Camera and expressly warrants that compensation is not contingent on, and does not vary with, the number of citations issued or the amount of fine revenue collected, conforming to the flat-rate compensation requirements of C.R.S. Section 42-4-110.5(5) as amended by S.B. 26-152; and

WHEREAS, the City Council finds that approval of the Agreement is in the best interests of the City and its residents. NOW, THEREFORE,

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

SECTION 1.

The Automated Speeding Enforcement Agreement between the City of Pueblo and Obvio Inc., a copy of which is attached hereto and incorporated herein by this reference, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Agreement on behalf of the City of Pueblo, and the City Clerk is directed to affix the seal of the City thereto and attest same. The Agreement is subject to such technical, non-substantive changes as may be approved by the City Attorney prior to execution.

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

OBVIO INC.
AUTOMATED SPEEDING ENFORCEMENT AGREEMENT

This Automated Speeding Enforcement Agreement (“**Agreement**”) is made on this ____ day of _____, 2026 (the “**Effective Date**”) by and between Obvio Inc., a Delaware Corporation having its address as 388 El Camino Real, San Carlos, CA 94070 (“**Obvio**”) and the City of Pueblo, Colorado, having its address as 1 City Hall Place, Pueblo, CO 81003 (the “**Municipality**”). Obvio and the Municipality are hereinafter individually referred to as “**Party**” and collectively referred to as “**Parties**”.

WHEREAS, Obvio is in the business of providing and implementing automated traffic law enforcement systems and the collection of any citations issued pursuant thereto;

WHEREAS, the Municipality desires to engage Obvio to provide equipment, cameras, hardware, software, and maintenance personnel (either itself or through its subcontractors) to identify and enforce violations of the traffic control devices within the Municipality; and

WHEREAS, the Parties desire to enter into this Agreement for the implementation of an automated traffic law enforcement system and collection of citations for violations thereto, for certain locations within the Municipality pursuant to this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the above recitals which are by this reference incorporated herein, and for other valuable consideration received, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions and Interpretation.** In the Agreement, (i) capitalized terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following capitalized terms shall have the following meanings elucidated hereunder:

- (a) “**Authorized Agent**” means the designated employee from the Police Department of the Municipality, the Traffic Compliance Administrator or such other individual(s) as the Municipality shall designate to review Potential Violations and to authorize the issuance of Citations.
- (b) “**Authorized Violation**” means each Potential Violation in the Violation Data for which authorization to issue a citation in the form of an electronic signature is given by the Authorized Agent through the Automated Traffic Law Enforcement System provided by Obvio.
- (c) “**Automated Traffic Law Enforcement System**” means, collectively, all of the other equipment, applications, back office processes and traffic enforcement cameras, sensors, components, products, software and other tangible and intangible property related thereto, including, but not limited to, the process by which the monitoring, identification and enforcement of Violations is facilitated by the use of certain equipment, applications and back office processes of Obvio, including but not limited to cameras, central processing units which, collectively, are capable of measuring Violations and recording such Violation data in the form of photographic images and videos of motor vehicles for automated traffic law enforcement.

- (d) **“Citation”** means the notice of Violation, which is mailed or otherwise delivered by Obvio (either by itself or its appointed sub-contractors) to the violator on the appropriate Enforcement Documentation in respect of each Authorized Violation.
- (e) **“Confidential Information”** means, with respect to any Person, any information, matter or thing of a secret, confidential or private nature, whether or not so labeled, which is connected with such Person, such Person’s business or methods of operation or concerning any of such Person’s suppliers, licensors, licensees, customers, clients or other with whom such Person has a business relationship, and which has current or potential value to such Person or the unauthorized disclosure of which could be detrimental to such Person, including but not limited to: matters of a business nature, including but not limited to information relating to development plans, costs, finances, marketing plans, data, procedures, business opportunities, marketing methods, plans and strategies, the costs of construction, installation, materials, or components, the prices such Person obtains or has obtained from its clients or customers, or at which such Person sells or has sold its services; and matters of a technical nature, including but not limited to product information, trade secrets, know-how, formulae, innovations, inventions, equipment, discoveries, techniques, formats, processes, methods, specifications, designs, patterns, schematics, data, access or security codes, compilations of information, test results and research and development projects. For purposes of this Agreement, the term “trade secrets” shall mean the broadest and most inclusive interpretation of trade secrets. Notwithstanding the foregoing, Confidential Information will not include information that: (i) was generally available to the public or otherwise part of the public domain at the time of its disclosure; (ii) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission by any Party hereto in breach of this Agreement; (iii) was subsequently lawfully disclosed to the disclosing Party by a person other than a Party hereto; (iv) was required by a court of competent jurisdiction to be disclosed; or (v) was required by applicable state law to be disclosed.
- (f) **“Designated Location(s)”** means any of the locations alongside roads, highways, or other public roadways set forth in Exhibit A (Services, Description and Maintenance) attached hereto, and such additional locations as mutually agreed between the Parties from time to time.
- (g) **“Enforcement Documentation”** means the necessary and appropriate documentation related to the Automated Traffic Law Enforcement System, including but not limited to Citation notices (using the specifications required by the Colorado Uniform Motor Vehicle Law and by any specific ordinance(s)), a numbering sequence for use on all Citation notices (in accordance with applicable court rules), instructions to accompany each issued Citation, chain of custody records, criteria regarding operational policies for processing Citations (including with respect to coordinating with the Department of Motor Vehicles), and technical support documentation for applicable court and judicial officers.

- (h) **“Equipment”** means any and all cameras, sensors, equipment, components, products, software and other tangible and intangible property relating to the Automated Traffic Law Enforcement System(s), including but not limited to all camera systems, and poles.
- (i) **“Fine”** means monetary sums assessed for Citation.
- (j) **“Governmental Authority”** means any domestic or foreign government, governmental authority, court, tribunal, agency or other regulatory, administrative or judicial agency, commission or organization, and any subdivision, branch or department of any of the foregoing.
- (k) **“Intellectual Property”** means, with respect to any Person, any and all now known or hereafter known tangible and intangible, and registered and unregistered: (i) rights associated with works of authorship throughout the world, including but not limited to copyrights, and all moral rights associated therewith; (ii) trademark and trade name rights and similar rights; (iii) trade secrets rights; (iv) patents, designs, algorithms, inventions, and other property rights; (v) all other intellectual and property rights (of every kind and nature however designated), whether arising by operation of law, contract, license, or otherwise; and (vi) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force.
- (l) **“Operational Camera(s)”** means a camera that has been installed and is operational and performing digital captures of traffic at the Designated Location.
- (m) **“Operational Period”** means the period of time during the Term during which the Automated Traffic Law Enforcement System is functional in order to permit the identification and prosecution of Violations at the Designated Locations and the issuance of Citations for such approved Violations using the Automated Traffic Law Enforcement System.
- (n) **“Person”** means a natural individual, company, Governmental Authority, partnership, firm, corporation, legal entity or other business association.
- (o) **“Potential Violation”** means, with respect to any motor vehicle passing through a Designated Location, the data collected by the Automated Traffic Law Enforcement System with respect to such motor vehicle, which data shall be processed by the Automated Traffic Law Enforcement System for the purposes of allowing the Authorized Agent to review such data and determine whether a Violation has occurred.
- (p) **“Proprietary Property”** means, with respect to any Person, any written or tangible property owned or used by such Person in connection with such Person’s business, whether or not such property is copyrightable or also qualifies as Confidential Information, including without limitation products, samples, equipment, files, lists, books, notebooks, records, documents, memoranda, reports, patterns, schematics, compilations, designs, drawings, data, test results, contracts, agreements, literature,

correspondence, spreadsheets, computer programs and software, computer printouts, other written and graphic records and the like, whether originals, copies, duplicates or summaries thereof, affecting or relating to the business of such Person, financial statements, budgets, projections and invoices.

- (q) **“Traffic Compliance Administrator”** means the Traffic Compliance Administrator described in the municipal code of the applicable Municipality.
- (r) **“Updates”** means any modifications, enhancements, improvements, bug fixes, patches, or new versions of the Automated Traffic Law Enforcement System that are made generally available by Obvio to its customers during the Term.
- (s) **“Violation”** means a violation of the Colorado Uniform Motor Vehicle Law, captured by an Automated Traffic Law Enforcement System, or an automated traffic law violation as defined therein.
- (t) **“Violation Criteria”** means the standards, elements, and conditions that constitute a traffic violation, as set forth and defined under the Colorado Uniform Motor Vehicle Law, including but not limited to the Colorado Revised Statutes Title 42 and any applicable implementing regulations or local ordinances. For the purposes of this Agreement, “Violation Criteria” shall be determined by reference to the then-current provisions of the Colorado Uniform Motor Vehicle Law and any related legal requirements governing automated enforcement.
- (u) **“Violations Data”** means the images, information, data, and all Violations data and information gathered by the Automated Traffic Law Enforcement System at a Designated Location.

2. **Services.** Obvio will provide the Automated Traffic Law Enforcement System by installing the Automated Traffic Law Enforcement System at the Designated Locations in the Municipality set forth on Exhibit A attached hereto and provide the maintenance of such Automated Traffic Law Enforcement System (the “**Services**”).

3. **Change Request.** The Municipality may, from time to time, request changes to the Services required to be performed or the addition of products or Services to those required pursuant to the terms of this Agreement by providing written notice thereof to Obvio. Upon Obvio’s receipt of the requested change, Obvio shall deliver a written statement describing the effect, if any, the proposed changes would have on the pricing of this Agreement. Following the Municipality’s receipt of the new pricing, the Parties shall negotiate to implement the proposed changes, the time, manner and amount of payment or price increases or decreases, as the case may be, and any other matters relating to the proposed changes. If the Municipality and Obvio fail to reach an agreement with respect to any of the proposed changes, then it shall not be deemed to be a breach of this Agreement.

4. **Term, Termination.**

- (a) **Term.** The Term of this Agreement shall commence on the Effective Date and shall continue for a period of five (5) years (“**Initial Term**”) from the date of installation

of the Equipment. The Municipality shall have the right to extend the term of this Agreement, for a period and on terms as mutually agreed by the Parties in writing, following the expiration of the Initial Term by providing a written notice to Obvio not less than sixty (60) days prior to the last day of the Initial Term (“**Renewal Term**” together with Initial Term, referred to as “**Term**”). In the event no notice of a Renewal Term is received by Obvio, and this Agreement is not terminated pursuant to and in accordance with Section 4(b) below, then the Term shall expire at the end of the then-current period. Renewal for any additional period shall require an affirmative written agreement approved by City Council ordinance.

Notwithstanding any other provision of this Agreement, the Municipality’s payment obligations in each fiscal year are expressly contingent upon annual appropriation of funds by the City Council. In the event that the City Council does not appropriate funds sufficient to meet the Municipality’s obligations under this Agreement in any fiscal year, the Municipality shall notify Obvio in writing immediately, and thereafter either Party may terminate this Agreement pursuant and subject to Section 4(b)(i) below.

(b) **Termination.**

- (i) Either Party shall have the right to terminate this Agreement without cause by providing sixty (60) days written notice to the other Party without penalty, and such termination shall not constitute a breach of, or default under, this Agreement, provided such Party is not then in material breach of any of the provisions of this Agreement, and provided further, if the Municipality terminates this Agreement without cause during the first eighteen (18) months of the Initial Term, then the Municipality shall reimburse Obvio in an amount equal to the sum of the direct labor costs and direct material costs (but not including equipment cost and salvageable material costs) solely associated with the installation of Automated Traffic Law Enforcement Systems and Equipment at the Designated Locations which have been installed prior to termination (the “**Costs**”). Obvio shall provide an itemization, with supporting invoices and labor expense documentation, to the Municipality of the Costs. In no event shall the Costs exceed \$20,000 per Designated Location. After the first eighteen (18) months of the Agreement, the Municipality shall not be liable or responsible to Obvio for any Costs in the event it terminates the Agreement without cause, including costs for removal of the Equipment.
- (ii) Either Party shall have the right, but not the obligation, to terminate this Agreement immediately by written notice to the other if: (1) the applicable laws are amended to prohibit the operation of the Automated Traffic Law Enforcement System; or (2) any court having jurisdiction over the Municipality rules, or state or federal statute declares, the results from Automated Traffic Law Enforcement System are categorically inadmissible in evidence; or (3) the other Party commits any material breach of any of

the provisions of this Agreement which breach is not remedied within fourteen (14) days after written notice from the non-breaching Party setting forth in reasonable detail its reasons for alleging a breach. If such termination occurs within the first eighteen (18) months of the Initial Term, then the Municipality shall reimburse Obvio in an amount equal to the Costs. Obvio shall provide an itemization, with supporting invoices and labor expense documentation, to the Municipality of the Costs. In no event shall the Costs exceed \$20,000 per Designated Location.

- (iii) The termination of this Agreement shall not relieve either Party of any liability that accrued prior to such termination. Any terms that by their nature should survive the termination or expiration of this Agreement shall survive such termination or expiration of this Agreement.
- (iv) Upon the termination or expiration of this Agreement, the Municipality shall immediately: (1) cease using the Automated Traffic Law Enforcement System provided pursuant to this Agreement; (2) cease the use of any other Intellectual Property of Obvio; (3) deliver to Obvio all Proprietary Property of Obvio provided to the Municipality pursuant to this Agreement; and (4) provide payment of any and all fees, charges and amounts due to Obvio for Services performed prior to the termination.
- (v) Within one hundred and twenty (120) days of termination, or such other time as the Parties mutually agree in writing, Obvio shall remove any and all Equipment, hardware and software Obvio installed in connection with Obvio's performance of its obligations under this Agreement, and shall restore the Designated Locations to substantially the same condition they were in prior to the Effective Date.

5. **Compensation and Reimbursement Terms.** Compensation and reimbursements terms shall be as set forth on Exhibit B attached hereto. During the Initial Term, invoicing of fees to the Municipality shall be deferred until after the first three (3) months following the commencement of the Operational Period, at which point all accrued fees for such deferred period shall become due and payable in accordance with the payment terms set forth in Exhibit B.

Obvio represents and warrants that compensation under this Agreement is not contingent on, and does not vary with, the number of citations issued or the amount of fine revenue collected by the Municipality.

6. **License to Access the Automated Traffic Law Enforcement System.**

- (a) Subject to the terms and conditions of this Agreement, Obvio hereby grants to the Municipality a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license during the Term to: (i) solely within the Municipality, access and use the Automated Traffic Law Enforcement System for the sole purpose of reviewing Potential Violations and authorizing the issuance of Citations pursuant

to the terms of the Violations Processing Service Agreement that the Parties intend to enter into in connection with this Agreement (the “**Service Agreement**”), the terms of which are hereby incorporated by reference upon execution and a form of which is attached here as Exhibit C; and (ii) use the name Obvio, with the prior written approval by Obvio and subject to Obvio’s quality control standards, on or in marketing, public awareness or education, or other publications or materials relating to the Automated Traffic Law Enforcement System.

- (b) The Municipality hereby acknowledges and agrees that Obvio is the sole and exclusive owner of the Automated Traffic Law Enforcement System provided by Obvio, the name “Obvio,” and any and all Intellectual Property arising from or relating to the Automated Traffic Law Enforcement System, and the Municipality does not have, under or in connection with this Agreement, any ownership interest in the Automated Traffic Law Enforcement System or in any related Intellectual Property rights associated with the Automated Traffic Law Enforcement System. To the extent that Obvio makes Updates to the Automated Traffic Law Enforcement System or the Equipment used in connection with the Automated Traffic Law Enforcement System, all right, title, and interest in and to the Updates, including all Intellectual Property rights therein, are and will remain with Obvio.
- (c) The Municipality shall not permit any Person, other than Authorized Agents, to access, view, or use the Automated Traffic Law Enforcement System. Except as expressly provided herein or otherwise agreed to by the Parties in writing, the Municipality shall not, and shall not permit any Authorized Agents or any other Person, to: (i) copy or modify the Automated Traffic Law Enforcement System; (ii) distribute or disclose the Equipment, source code, or object code of the Automated Traffic Law Enforcement System to any third party; (iii) reverse engineer, disassemble, decompile, or make any attempt to ascertain, derive, or obtain unauthorized access to the Automated Traffic Law Enforcement System; (iv) introduce any lock, clock, timer, Trojan horse, Easter egg, time bomb, counter, copy protection feature, replication devices or defect (“virus” or “worm” as such terms are commonly used in the computer industry), or other device into the Automated Traffic Law Enforcement System; (v) remove, delete, efface, alter, obscure, or otherwise change any patent, copyright, trademark, or other proprietary rights notices, serial numbers, or legends contained in or affixed to the Automated Traffic Law Enforcement System and any related Enforcement Documentation; (vi) directly or indirectly sublicense, assign, transfer, sell, rent, lend, lease, or otherwise provide the Automated Traffic Law Enforcement System or any portion thereof, including, without limitation, any of the Enforcement Documentation, to any third party; (vii) use the Automated Traffic Law Enforcement System in any manner or for any purpose that violates any law; and (viii) use the Automated Traffic Law Enforcement System in any manner or for any purpose that infringes, misappropriates, or otherwise violates the Intellectual Property rights or other right of any Person.
- (d) Obvio shall have the right to take whatever action it deems necessary or desirable to remedy or prevent the infringement of any Intellectual Property of Obvio,

including, without limitation, the filing of: (i) applications to register as trademarks in any jurisdiction any of Obvio's trademarks; (ii) patent applications for any of the Intellectual Property of Obvio; and (iii) any other applications or filings with appropriate Governmental Authorities. The Municipality shall not take any action to utilize its own name or make any registrations or filings with respect to any of the Intellectual Property of Obvio without the prior written consent of Obvio.

- (e) During the Term, the Municipality may provide to Obvio information about the operation, functions, features, characteristics, and uses of the Automated Traffic Law Enforcement System, including any errors or problems, as well as general feedback, suggestions, improvements, or modifications for the Automated Traffic Law Enforcement System (collectively, the "**Feedback**"). To the extent that the Municipality acquires any right, title, or interest in or to the Feedback, the Municipality hereby assigns to Obvio all of the Municipality's right, title, and interest in and to the Feedback. Notwithstanding anything to the contrary, Obvio shall be the sole and exclusive owner of the Feedback.

7. **Non-Productive Cameras.** Subject to the terms of Exhibit B, if Obvio, through its feasibility reports, discovers that a camera, due solely to the placement of such camera, either (a) has not achieved a measurable reduction in speeding violations over a consecutive six-month period based on pre-deployment baseline data, or (b) has not reached other safety goals of Obvio (each such camera, a "**Non-Productive Camera**"), a new location will be selected by Obvio after mutual consultation between the Parties. Any costs that may be associated with moving such Non-Productive Camera to a new location shall be apportioned evenly between the Parties. In the event that no feasible location is identified and agreed upon between the Parties, the camera will be removed from the Designated Location within one-hundred twenty (120) calendar days following the Municipality's receipt of the written notice of removal. The billing for any Non-Productive Camera will stop immediately upon receipt of the written notice of removal. If, at the time of notice of removal, the Non-Productive Camera was not in its original location for a period of at least eighteen (18) months, the Municipality shall reimburse Obvio for the Costs related to such Non-Productive Camera in the same procedures set forth above in Section 4(b)(i). The Municipality's share of the Costs defined herein shall be paid through Obvio's collection, as per Exhibit B, over a collection period not to exceed six (6) months. In addition, Obvio hereby agrees that the Municipality shall have the right, at the commencement of each of the Municipality's annual budget cycle periods during the Term, to request a renegotiation of the pricing and other commercial terms set forth in this Agreement and the applicable Exhibits, and Obvio shall negotiate such requested modifications in good faith.

8. **LIMITED WARRANTY.** EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS." OBVIO MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE WITH RESPECT TO THE SERVICES IT IS PROVIDING HEREUNDER WITH RESPECT TO THE AUTOMATED TRAFFIC LAW ENFORCEMENT SYSTEM OR ANY RELATED EQUIPMENT OR WITH RESPECT TO THE RESULTS OF THE MUNICIPALITY'S USE OF ANY OF THE

FOREGOING. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, OBVIO DOES NOT WARRANT THAT ANY OF THE DESIGNATED LOCATION EQUIPMENT OR THE AUTOMATED TRAFFIC LAW ENFORCEMENT SYSTEM WILL OPERATE IN THE WAY THE MUNICIPALITY SELECTS FOR USE, OR THAT THE OPERATION OR USE THEREOF WILL BE UNINTERRUPTED. THE MUNICIPALITY HEREBY ACKNOWLEDGES THAT THE AUTOMATED TRAFFIC LAW ENFORCEMENT SYSTEM MAY MALFUNCTION FROM TIME TO TIME.

Notwithstanding the foregoing, Obvio expressly warrants that: (a) each Operational Camera shall be calibrated to manufacturer specifications and shall maintain such calibration throughout the Term; (b) the Automated Traffic Law Enforcement System shall comply with all accuracy and certification requirements of C.R.S. Section 42-4-110.5 and any applicable implementing regulations; and (c) all Services shall comply with applicable federal, state, and local law governing automated speed enforcement systems.

9. **Representations and Warranties.**

- (a) **Representations and Warranties of Obvio.** Obvio hereby represents and warrants that: (i) it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder; and (ii) any and all Services provided by Obvio pursuant to this Agreement shall be performed in a professional and workmanlike manner and with respect to the installation and operation of the Automated Traffic Law Enforcement System, subject to applicable law, in compliance with all specifications as agreed to between the Parties.
- (b) **Representations and Warranties of the Municipality.** The Municipality hereby represents and warrants that: (i) it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder (i.e. the passing of any resolution or ordinance required to enter into this Agreement, including an ordinance to enter into this Agreement, as required by Section 3-9 of the Charter of the City of Pueblo); and (ii) any and all services provided by the Municipality pursuant to this Agreement shall be performed in a professional and workmanlike manner.

10. **Sub-Contractors.** Municipality understands and agrees that Obvio may use sub-contractors for execution of the Services as described in this Agreement. Obvio acknowledges and agrees that it shall not be relieved from any of its obligations or liabilities under this Agreement and remains liable for the acts or omissions of its employees, associates, partners, and agents. In the event any document is required by the Municipality to be executed by any sub-contractor of Obvio, the Municipality shall provide notice of such requirement to Obvio, and Obvio will be responsible for such sub-contractor's execution before such sub-contractor performs the Services.

11. **Confidentiality.** To the extent allowed by law, during the Term and for a period of two (2) years thereafter, unless information has already been released in the public domain, neither Party shall disclose to any third person, or use for itself in any way for pecuniary gain, any Confidential Information obtained from the other Party during the course of the negotiations for this Agreement or during the Term. Upon termination of this Agreement, each Party shall return to the other all

tangible Confidential Information of such Party. Neither Party shall disclose to any third party any Confidential Information without the other Party's express written consent, other than disclosure to such Party's employees, agents, representatives, attorneys and other professional advisors that have a need to know such Confidential Information and are subject to confidentiality obligations at least as stringent as set forth herein, and where disclosure is required or permitted pursuant to the Colorado Open Records Act, C.R.S. Section 24-72-201 *et seq.*, or other laws relating to disclosure of public records by Governmental Authorities. Obvio shall not assert any contractual claim arising from the Municipality's CORA-compliant disclosure of records.

12. **Indemnification, Limitation of Liability.**

- (a) To the extent permitted by Colorado law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101 *et seq.*, the Municipality hereby agrees to defend, indemnify and hold harmless Obvio and its affiliates, shareholders, or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and all persons acting by, through, under or in concert with them (including but not limited to the suppliers of Equipment, installers, and any other subcontractors) (collectively the "**Obvio Parties**") from and against any and all liabilities, obligations, losses, damages, penalties, demands, claims, actions, suits, judgments, settlements, costs, expenses and disbursements (including reasonable attorneys' fees and court costs) of whatever kind and nature (collectively, "**Losses**") arising out of, resulting from, or caused by: (i) any material representation, inaccuracy, or breach of any covenant, warranty, or representation of the Municipality contained in this Agreement; (ii) any acts, errors, or omissions of the Municipality, its employees, contractors or agents which result in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the willful misconduct of any Obvio Parties; (iii) a breach of any of its obligations hereunder by the Municipality, including Section 11; (iv) the violation of applicable law, or failure to comply with applicable law, by the Municipality; or (v) any Citation Decision (as defined herein) taken by the Authorized Agent.
- (b) Obvio hereby agrees to defend, indemnify, and hold harmless the Municipality, its former and current appointed and elected officials, Mayor, councilmembers, employees, engineers, volunteers, managers, officers, directors, representatives and successors, permitted assignees from and against all Losses to the extent such Losses result from the negligence, gross negligence, or willful misconduct of Obvio, its employees, or agents which result in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the willful misconduct of the Municipality.
- (c) In the event of any claim, action or demand in respect of which any Party hereto seeks indemnification from the other, the Party seeking indemnification shall give the Party from whom indemnification is being sought written notice of such claim promptly after the indemnified Party first becomes aware. The Party from whom

indemnification is being sought shall have the right to choose counsel to defend such claim (subject to approval of such counsel by the other Party, whose approval shall not be unreasonably withheld, conditioned or delayed), and to control and settle such claim; provided, however, that when the Municipality is the party from whom indemnification is sought, the City Attorney shall select counsel and the Municipality shall control all settlement decisions. The indemnified Party shall have the right to participate in the defense at its sole expense.

- (d) Obvio shall not be liable to the Municipality by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any lost profits, indirect, incidental, or consequential damages, however caused.
- (e) Obvio's liability arising out of or relating to this Agreement shall be limited to actual direct damages not to exceed the fees paid by the Municipality to Obvio during the twelve (12) months immediately preceding the event under which such liability arose; provided, however, that this limitation shall not apply to: (i) claims arising from a breach of Section 13 (Violations Data); or (ii) claims arising from infringement of any third party's intellectual property rights by the Automated Traffic Law Enforcement System, to the extent such damages are actually paid to third parties by the Municipality.
- (f) During the Term, Obvio shall procure and maintain, at Obvio's sole cost and expense, the insurance coverages set forth in Exhibit D attached hereto and made a part hereof.

13. **Violations Data; Violations Processing.**

- (a) All Violations Data collected by Obvio within the Municipality in connection with the enforcement of the Municipality's traffic laws shall be and remain the sole and exclusive property of the Municipality. The Municipality hereby grants Obvio a limited, non-exclusive, non-transferable, and non-sublicensable license during the Term to access and use Violations Data solely for the purpose of performing its obligations under this Agreement and the Service Agreement and as otherwise stated herein. The Municipality shall have the right and obligation to disclose Violations Data in response to requests under the Colorado Open Records Act, C.R.S. Section 24-72-201 *et seq.*, and in response to lawful subpoenas and court orders, without the prior consent of Obvio; provided, however, that, notwithstanding anything herein to the contrary, any information, data output, report, analysis, algorithm, model, benchmark, score, insight, or other work product that is created, generated, compiled, or derived by Obvio or the Automated Traffic Law Enforcement System through the processing analysis, aggregation, transformation, or other manipulation of such Violations Data shall be the sole property of Obvio and the Municipality hereby agrees and acknowledges that such Violations Data may be used by Obvio in such way. Except as expressly provided herein, the Municipality shall not, and shall not permit any of its Authorized Agents to disclose, transfer, provide access to, or otherwise make available any Violations

Data to any third party, in whole or in part, whether electronically, verbally, or in writing, without the prior express written consent of Obvio. The Municipality shall implement and maintain reasonable administrative, technical, and physical safeguards to protect the confidentiality and integrity of the Violations Data and prevent any unauthorized use or disclosure thereof.

- (b) Under this Agreement, each Violation shall be processed as follows:
- (i) All Violations Data shall be stored on the Obvio Automated Traffic Law Enforcement System.
 - (ii) Obvio shall process the Violation Data gathered from the Designated Location(s) into a format capable of review by the Authorized Agent.
 - (iii) Obvio shall provide the Authorized Agent with access to the Automated Traffic Law Enforcement System for the purposes of reviewing the pre-processed Violations Data within fourteen (14) days of the gathering of the Violations Data from the applicable Designated Location(s).
 - (iv) Thereafter, the Municipality shall cause the Authorized Agent to review the Violations Data and to determine whether a Citation shall be issued with respect to each Potential Violation captured within such Violation Data, and transmit each such determination using the software or other applications or procedures provided by Obvio on the Automated Traffic Law Enforcement System.
 - (v) Obvio hereby acknowledges and agrees that the decision to issue a citation shall be the sole, unilateral and exclusive discretion of the Authorized Agent (a “**Citation Decision**”). In no event shall Obvio have the ability or authorization to make a Citation Decision. Further, the Municipality shall be obligated to execute all Citations sent out on the Municipality’s behalf by Obvio.

14. **Dispute Resolution.** Upon the occurrence of any dispute or disagreement between the Parties hereto arising out of or in connection with any terms or provision of this Agreement, the subject matter hereof, or the interpretation or enforcement hereof (a “**Dispute**”), the Parties shall engage in good faith discussions and attempt to resolve the Dispute. In connection therewith, upon a Party’s receipt of written notice of a Dispute, each of the Parties will appoint designated officers whose task it shall be to meet for the purpose of attempting to resolve such Dispute. The designated officers shall meet as often as the Parties shall deem to be reasonably necessary. If the Parties are unable to resolve the Dispute within ninety (90) calendar days, and in the event that either of the Parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then either Party may submit the Dispute to non-binding mediation administered by a mutually agreed mediator. If mediation does not resolve the Dispute within thirty (30) calendar days, either Party may commence litigation in the District Court of Pueblo County, Colorado, Tenth Judicial District. The costs of mediation shall be shared equally. Each Party shall bear its own attorneys’ fees and costs unless otherwise ordered by the court. The

Parties agree to conduct any hearings or conferences virtually by videoconference to the extent permissible.

15. **Relationship Between the Parties.** Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture or the relationship of principal and agent or employer and employee between the Parties. The relationship between the Parties shall be that of independent contractors, and nothing contained in this Agreement shall create the relationship of principal and agent or otherwise permit either Party to incur any debts or liabilities or obligations on behalf of the other Party (except as specifically provided herein). The payment obligations as set forth in this Agreement shall not create any revenue sharing arrangements between the Parties.

16. **Participation.** This Agreement may be extended to other governmental entities (“**Participating Entities**”) through intergovernmental agreements or other authorized means. Except with regard to the Exhibits and the specific terms therein, Obvio agrees to honor the terms and conditions in this Agreement on substantially similar terms for any such Participating Entity; provided that each Participating Entity shall enter into its own agreement with Obvio and that such Participating Entity provide such intergovernmental agreements or other authorized means in writing to Obvio. The Municipality shall bear no responsibility for performance, payment, or disputes arising from such agreements.

17. **Force Majeure.** Neither Party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Said causes may include but are not limited to, acts of God, or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities’ approval delays which are not caused by any act or omission by Obvio, and unusually severe weather. The Party whose performance is affected agrees to notify the other Party promptly in writing of the existence and nature of any delay.

18. **Miscellaneous.**

- (a) **Surviving Terms.** The provisions set forth in the following sections, and any other right, obligation, or provision under this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: 1, 4(b), 6(b), 6(e), 11, 12, 13, 14, and 17.
- (b) **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in this Agreement.
- (c) **Assignment.** Neither Party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; provided, however, that the Municipality hereby acknowledges and agrees that delivery and performance of Obvio’s rights pursuant

to this Agreement may require Obvio to engage certain sub-contractors, and further, may require a significant investment by Obvio, and that in order to finance such investment, Obvio may be required to enter into certain agreements or arrangements including, but not limited to, acknowledgments or consents with equipment lessors, banks, financial institutions or other similar persons or entities. Municipality hereby agrees that Obvio shall have the right to assign, pledge, hypothecate or otherwise transfer its rights to the Equipment. Any assignment or transfer by either Party shall require the express prior written consent of the other Party, which consent shall not be unreasonably withheld, condition, or delayed. Silence or failure to respond shall not constitute consent.

- (d) **Audit.** Obvio hereto shall have the right to audit the books and records of the Municipality solely for the purpose of verifying the collection of Citation payments, the payment of compensation to Obvio and the payment of Fines to the Municipality. Any such audit shall be conducted upon not less than three (3) business days prior notice, at mutually convenient times and during the normal business hours. In the event any such audit establishes any underpayment of any payment by the Municipality, payable pursuant to this Agreement, the Municipality shall promptly pay the amount of the shortfall. Obvio shall be solely responsible for the expenses of any audit it requests, except that, in the event that such an audit establishes that the Municipality has underpaid any amount owed for a particular month by more than five percent (5%), the cost of such audit shall be borne by the Municipality.

The Municipality shall have the reciprocal right to audit Obvio's books and records related to this Agreement, including: (a) citation-processing accuracy and error rates; (b) calibration and certification records for each Operational Camera; (c) data security and breach incident logs; (d) subcontractor compliance with the terms of this Agreement; and (e) financial records to verify fee calculations and any revenue-related computations. Such audits shall be conducted upon not less than fifteen (15) business days' prior written notice, at mutually convenient times and during normal business hours.

- (e) **Injunctive Relief; Specific Performance.** The Parties hereby agree and acknowledge that a breach of Sections 6 or 11 of this Agreement would result in severe and irreparable injury to Obvio, which injury could not be adequately compensated by an award of money damages, and the Parties therefore agree and acknowledge that Either Party shall be entitled to injunctive relief in the event of any breach of Sections 6 or 11 of this Agreement.
- (f) **Remedies Cumulative.** Each and all of the several rights and remedies provided for in this Agreement shall be construed as being cumulative and no one of them shall be deemed to be exclusive of the others or of any right or remedy allowed by law or equity, and pursuit of any one remedy shall not be deemed to be an election of such remedy, or a waiver of any other remedy.

- (g) **Jurisdiction; Applicable Law.** Subject to Section 14, any Dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction and venue of the District Court of Pueblo County, Colorado, Tenth Judicial District, and both Parties specifically agree to be bound by the jurisdiction and venue thereof. This Agreement shall be construed in accordance with the laws of the state of Colorado (excluding rules regarding conflicts of law).
- (h) **Entire Agreement; Order of Precedence.** This Agreement, along with the Service Agreement, Exhibits, and schedules represents the entire Agreement between the Parties, and there are no other agreements whether written or oral, which affect its terms. In the event of a conflict between this Agreement and the Service Agreement, the terms of this Agreement shall control. This Agreement may be amended only by a subsequent written agreement signed by both Parties.
- (i) **Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, then this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.
- (j) **Waiver.** Any waiver by either Party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.
- (k) **Headings.** The headings of the sections contained in this Agreement are included herein for reference purposes only, solely for the convenience of the Parties hereto, and shall not in any way be deemed to affect the meaning, interpretation, or applicability of this Agreement or any term, condition or provision hereof.
- (l) **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon all of the Parties hereto and their respective executors, administrators, successors, and permitted assigns.
- (m) **Compliance with Laws.** Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition, or provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the Parties have no legal right to contract, the latter shall prevail, but in such event the term, condition or provision of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law, provided that such construction is consistent with the intent of the Parties as expressed in this Agreement.
- (n) **Execution and Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of a facsimile or scanned copy or via an e-signing platform will have the

same force and effect as execution of an original, and a facsimile or scanned signature will be deemed an original and valid signature.

****Execution page follows****

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be duly executed on the Effective Date first above written.

THE CITY OF PUEBLO, COLORADO

By: _____

Name: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

OBVIO INC.

By: _____

Name: Dhruv Maheshwari

Title: President

EXHIBIT A
Services, Description, Maintenance

1. Feasibility Studies.

- (a) Obvio will perform certain feasibility studies (at no cost to the Municipality) to study specific Designated Location(s) in order to localize the data for the Municipality, to optimize the designated locations, and to implement the “**Automatic Traffic Violation Program**” in the said Municipality.

2. Designated Locations.

- (a) Obvio and the Municipality, through its Police Chief or their designee, will mutually agree upon the Designated Locations to be enforced pursuant to this Agreement, which Designated Locations will be based on community safety and traffic needs as determined by the Municipality. The Designated Locations shall be set forth on a supplement to this Exhibit A, which are incorporated by reference into this Agreement. Each Designated Location, and any addition or modification thereto, shall require approval by the City Council and shall comply with the corridor-designation analysis required by the Municipality’s AVIS authorizing ordinance and C.R.S. Section 42-4-110.5.

3. Construction and Installation.

- (a) Obvio will install and activate the Automated Traffic Law Enforcement System at Designated Locations in accordance with an implementation plan to be mutually agreed to by Obvio and the Municipality.
- (b) Obvio will use commercially reasonable efforts to install the system in accordance with the schedule set forth in the implementation plan that will be formalized at the time of project commencement.
- (c) Obvio will use commercially reasonable efforts to install and activate the first specified Designated Location within the first ninety (90) days. The Municipality agrees that the estimated timeframe for installation and activation is not guaranteed.
- (d) The Municipality will use commercially reasonable efforts to assist in the timely approval of permit requests made by Obvio. The Municipality will provide municipality engineers to review Obvio permit requests and all documentation within ten (10) business days after receipt. Obvio will make any necessary revisions to such permit applications and resubmit to the Municipality or other issuing agencies within five (5) business days after receipt of comments by the Municipality.

4. Training.

- (a) Obvio shall provide training for personnel of the Municipality, including, but not limited to, the persons who Municipality shall appoint as Authorized Agents and

other persons involved in the administration of the Automated Traffic Law Enforcement System as of the Effective Date (“**Originally Trained Officers**”). Such training shall include training with respect to the Obvio Automated Traffic Law Enforcement System and its operations, presenting Violations Data in court and judicial proceedings and a review of the Enforcement Documentation. Training for individuals other than the Originally Trained Officers may be an extra cost to be agreed upon by the Parties before such additional training shall be provided.

5. Repair and Maintenance.

- (a) All repair and maintenance of the Automated Traffic Law Enforcement System arising from normal wear and tear, customary use, equipment or software defects, or other causes within Obvio's reasonable control shall be the sole responsibility and at the sole cost of Obvio. Notwithstanding the foregoing, any damage to the Automated Traffic Law Enforcement System or the Equipment caused by forces outside of Obvio's reasonable control, including but not limited to vandalism, traffic accidents, acts of third parties, natural disasters, or other external causes, shall not be the liability of Obvio, and all repair and maintenance costs associated therewith shall be borne by the Municipality.
- (b) The provision of, and all costs associated with, all necessary communication, broadband and telephone services and equipment to the Designated Location shall be the sole responsibility of Obvio.
- (c) Obvio shall provide all software bug fixes and updates as they become available.
- (d) Obvio shall make commercially reasonable efforts to respond to any notice of a non-functioning system within seventy-two (72) hours. Obvio will assess and provide maintenance services in a commercially reasonable timeframe.

6. LetsDriveSafer Program.

- (a) Obvio shall assist with public education regarding the automated enforcement program and its importance and public benefits provided.
- (b) Such assistance shall include Obvio's publishing of a website to publish data regarding the program's implementation and its effects, social media content, copy, and physical marketing materials including flyers, yard signs, and stickers to support the program.
- (c) Setup and ongoing operation of both the law enforcement portal and critical portal for violation payment.
- (d) Ongoing support for the program manager and support at municipal meetings for the program.

7. Citations & Postage.

- (a) Obvio shall, at the request of the Municipality, subject to the fees set forth in Exhibit B, provide for all paper, printing, and postage costs for Citations.
- (b) Obvio shall provide for phone availability for support calls, court and contestation support, and transfers to collections agencies as necessary.
- (c) Obvio shall ensure secure transfer for each violation to the Obvio Victor Lifecycle Management Platform, per-plate DMC lookup, internal review processes for accuracy, and law enforcement portal review.

EXHIBIT B
Payment Terms & Compensation

CALCULATION FOR AUTOMATED TRAFFIC VIOLATION FEE. Payment is to be made as per the terms stated below:

1. Compensation:
 - a. Fixed Cameras: a monthly fee of \$4,100 per Operational Camera.
 - b. Mobile Cameras (deployed via trailer): a monthly fee of \$6,000 per Operational Camera; and (ii) \$0 per trailer move.
2. Postage Reimbursement: if the Municipality requires or requests that Obvio send Citations on the Municipality's behalf pursuant to paragraph 1 above, then the Municipality shall reimburse all paper, printing, and postage costs actually incurred by Obvio.
3. The above compensation and reimbursement include the provision of the following services:
 - a. Pre-Citation Tasks/Services:
 - i. Capture and Review of Evidence;
 - ii. All hardware and equipment;
 - iii. End-to-end installation and set-up of camera;
 - iv. Speed and AI detection;
 - v. Ongoing operation and maintenance of program;
 - vi. Hardware and software upgrades;
 - vii. Regular calibration checks;
 - viii. Processing of violation;
 - ix. Registered Owner Name/Address Retrieval; and
 - x. Submittal of Violation Evidence Package for Police Approval.
 - b. Post-Citation Tasks and Services:
 - i. Printing & mailing of Citations (if requested by the Municipality);
 - ii. Per-plate DMV lookup;
 - iii. Internal review for accuracy;

- iv. Payment processing, including check/credit card processing;
 - v. Digital Evidence Retention of all Citations, recipient correspondence and court proceedings; and
 - vi. Support of adjudication in all court proceedings.
- c. Customer Services:
- i. Client services offered by Obvio including a toll-free number, call center hearing scheduling, live operator violation status, and payment support services;
 - ii. Unlimited trainings for staff and related personnel;
 - iii. Set-up and ongoing operation of the law enforcement portal and citizen payment portal;
 - iv. Ongoing support from the program manager; and
 - v. Support for the program at municipal meetings;
- d. LetsDriveSafer Program:
- i. Website publishing to promote the impact and data surrounding the automated enforcement program;
 - ii. Physical marketing materials including flyers, yard signs, and stickers in support of the automated enforcement program; and
 - iii. Social media content and copy in promotion of the automated enforcement program.
- e. All other services set forth in Exhibit A of this Agreement, including repair and maintenance program and related costs of labor.
4. In the event of a non-functioning system, where the system is not appropriately performing the services as described above:
- a. If the camera is non-functioning due to equipment or software malfunctions, Obvio will provide a credit in the amount of one hundred percent (100%) of the applicable daily camera fee per day commencing seventy-two (72) hours after Obvio's receipt of written notice of such non-functioning camera, for up to 14 calendar days thereafter.
 - b. If the non-functioning period extends beyond 14 calendar days following such notice, the entire monthly maintenance & hardware fee for such camera will be waived. Any balance due from previous months will roll over until the camera is functioning again.

5. **Payment Terms.** Fees will be calculated on a monthly basis pursuant to the above and invoiced to the Municipality before the fifteenth (15th) calendar day of the following month. Monthly fees will be charged to the Municipality and applied prior to fund disbursement on the fifteenth (15th) of the following month. Notwithstanding the foregoing, during the Initial Term, invoicing shall be deferred until after the first three (3) months following the commencement of the Operational Period (the "**Deferral Period**"). Upon the expiration of the Deferral Period, Obvio shall issue an invoice for all fees accrued during the Deferral Period, together with the fees for the then-current month, and thereafter invoicing shall resume on the schedule set forth herein.
6. **Late Fees.** The Municipality shall pay interest on the undisputed portion of late payments for amounts due hereunder at the rate established by C.R.S. Section 5-12-102, calculated from the date such payments were due hereunder. The Municipality shall immediately reimburse Obvio for all reasonable out-of-pocket costs incurred by Obvio in collecting any late payments, including attorneys' fees, collection costs, and court costs.

EXHIBIT C
FORM OF VIOLATION PROCESSING SERVICE AGREEMENT

This Violation Processing Service Agreement (the “**Service Agreement**”) is made as of _____, _____, 2026 by and between Obvio Inc., a Delaware Corporation having its address as 388 El Camino Real, San Carlos, CA 94070 (“**Obvio**”) and the City of Pueblo, Colorado, having its address as 1 City Hall Place, Pueblo, CO 81003 (the “**Municipality**”).

This Service Agreement is being entered into between the Parties as a part of the Automated Traffic Law Enforcement Agreement of even date herewith (“**Principal Agreement**”) and the terms of this Service Agreement shall be read in conjunction with the terms of the Principal Agreement.

RECITALS

WHEREAS, the Municipality has requested this Service Agreement to ensure that Violations, as defined herein, are processed efficiently and with minimal administrative burden on the Municipality’s resources and personnel; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Capitalized Terms.** All capitalized terms used here shall have the meaning ascribed to it in the Principal Agreement. The definitions from the Principal Agreement are incorporated herein by reference as if set forth in full. As used in this Service Agreement, “**Transaction**” means, cumulatively, all correspondence sent by Obvio to the registered owner (or lessee, where applicable) of a vehicle resulting from a single Violation.
2. **Violation Processing.** During the Operational Period, Violations shall be processed as follows:
 - (a) All Violations Data shall be stored on Obvio’s Automated Traffic Law Enforcement System.
 - (b) Obvio’s Automated Traffic Law Enforcement System shall process Violation Data gathered from the Designated Locations into a format capable of review by the Authorized Agent within three (3) days of the gathering of the Violation Data in one of the following ways. The method of review shall be in the discretion of the Municipality.
 - (i) The Automated Traffic Law Enforcement System shall be accessible by the Authorized Agent through a secured network in encrypted format by use of a confidential password on any computer equipped with a high-speed internet connection and a web browser.

- (ii) Obvio shall provide the Authorized Agent with access to the Obvio Automated Traffic Law Enforcement System for the purposes of reviewing the pre-processed Violations Data.
 - (iii) Obvio will apply violator name and address details to Citations according to the information supplied by the Secretary of State.
 - (iv) The Municipality shall cause the Authorized Agent to review the Violation Data and to determine whether a Citation shall be issued with respect to each Potential Violation captured within such Violation Data, and transmit each such determination in the form of an Electronic Signature to Obvio using the software or other applications or procedures provided by Obvio on the Obvio Automated Traffic Law Enforcement System for such purpose.
- (c) With respect to each Authorized Violation, Obvio shall print and mail a Citation within four (4) days after Obvio's receipt of the Citation Decision. The following information will be included on all Citations:
- (i) Registered owner's name and address;
 - (ii) Copies of the recorded images depicting the Violation;
 - (iii) A statement that the recorded images are evidence of a traffic violation;
 - (iv) License plate of vehicle;
 - (v) Violation description;
 - (vi) Date, time and location of Violation;
 - (vii) Vehicle make (if readily discernible);
 - (viii) Information regarding the availability of a hearing to contest the Violation on its merits;
 - (ix) The Fine imposed, the date of required payment and penalty assessed for late payment;
 - (x) A warning that a failure to pay the penalty imposed, or to timely contest it, is an admission of liability and may result in registration being flagged;
 - (xi) A statement that the owner may proceed by paying the Fine or challenging the Fine; and
 - (xii) A statement that payment of the Fine and any applicable late payment penalty shall dispose of the Violation with finality.

- (d) Obvio will obtain approval from the Municipality for the form of Citation to be used. The Municipality shall update such form at its sole cost whenever statutory or local-ordinance content requirements change.
- (e) Obvio shall provide a toll-free telephone number for the purposes of answering citizen inquiries for at least 50 business hours per week.
- (f) Obvio will provide a full turnkey lock box banking service. Obvio will contract with a bank for the provision of lockbox services incorporating the collection and banking of Fine payments by means of check, money order or credit card transaction. Obvio will provide a full monthly accounting of Fine receipts and associated transactions to the Municipality and remit Fine proceeds, as determined in Exhibit B of the Principal Agreement, to the Municipality by check or Automated Clearing House transaction no later than the 15th day following each month end.
- (g) Obvio will provide a secure website (www.Letsdrivesafer.com) offering violators the ability to view still and video images of their violation and an online credit card payment facility.
- (h) Obvio will mail such Transaction notices as may be required by applicable law.
- (i) Obvio will provide the Municipality with hearing evidence packages in line with requirements of the Law.
- (j) Obvio will, at the request of the Municipality and at Obvio's sole expense, establish a file transfer process with the appropriate hearing facility or other Municipality departments as the Municipality requires.
- (k) Upon Obvio's receipt of a written request from the Municipality and in addition to the reports, Obvio shall provide, without cost to the Municipality, reports regarding the processing and issuance of Citations in such format and for such periods as the Municipality may reasonably request, provided, however, that Obvio shall not be obligated to provide in excess of twelve (12) such reports in any given twelve (12) month period without cost to the Municipality.
- (l) During the six (6) month period following the installation date of the Equipment or upon Obvio's receipt of a written request from the Municipality at least fourteen (14) calendar days in advance of an administrative hearing (or court proceeding, if applicable), Obvio shall provide expert witnesses for use by the Municipality in prosecuting Violations; provided, however, that the Municipality shall either: (i) use best efforts (using pleadings provided by Obvio) to seek judicial notice, in lieu of requiring Obvio to provide such expert witnesses, or (ii) provide evidence to Obvio that a trial court in Pueblo County has already ruled in favor of a Defendant on the issue of judicial notice.
- (m) Obvio shall provide training, as per the terms of the Principal Agreement.

- (n) Procedure upon Termination. Upon termination of this Service Agreement, Obvio shall, in addition to complying with its duties and obligations in Section 4(b) of the Principal Agreement: (i) deliver to the Municipality within fourteen (14) days of such termination a final report regarding the issuance of Citations, (ii) promptly deliver to the Municipality a final statement reporting all fees and charges properly owed by the Municipality to Obvio under this Agreement, including Citations issued prior to the termination, (iii) provide such assistance as the Municipality may reasonably request from time to time in connection with prosecuting and enforcing Citations issued prior to the termination of this Service Agreement; and (iv) retain its compensation, as provided in Exhibit B of the Principal Agreement, from the Fines it collects and the balance shall be promptly paid to the Municipality. Upon the Municipality's collection of unpaid Citations issued by Obvio prior to the termination of this Service Agreement or the Principal Agreement, the Municipality shall promptly pay Obvio any compensation owed under the Principal Agreement, if any.

****Execution Page Follows****

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be duly executed on the day and year first above written.

Obvio Inc.

The City of Pueblo, Colorado

By: _____

By: _____

Name: Dhruv Maheshwari

Name: _____

Title: President

Title: _____

EXHIBIT D
Insurances

During the Term, and any extension thereof, Obvio shall procure and maintain, at Obvio's sole cost and expense, the following insurance coverage with respect to claims for injuries to persons or damages to property which may arise from or in connection with the performance of work or services pursuant to this Agreement by Obvio, and each of Obvio's subcontractors, agents, representatives and employees:

1. **Commercial General Liability Insurance.** Commercial General Liability Insurance with coverage of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate for bodily injury and property damage;
2. **Workers' Compensation and Employer's Liability Insurance.** Workers' Compensation Insurance with coverage of not less than the limits required by applicable Law, Employer's Liability Insurance with coverage of not less than One Million Dollars (\$1,000,000); and
3. **Umbrella General Liability Coverage of not less than Two Million Dollars (\$2,000,000).** With respect to the insurance described in this Exhibit D, any deductibles or self-insured retentions must be declared to the Municipality, and any changes to such deductibles or self-insured retentions during the Term will be sent to the Municipality in writing within thirty days of such change(s).

With respect to the Commercial General Liability Insurance described above, the following additional provisions shall apply:

- (a) The Municipality shall be covered as a named additional insured and loss payee with respect to any liability arising from any act or omission by Obvio.
- (b) The insurance coverage procured by Obvio and described above shall be the primary insurance with respect to the Obvio Parties in connection with this Agreement, and any insurance or self-insurance maintained by any of the Municipality shall be in excess, and not in contribution to, such insurance. Any failure to comply with the reporting provisions of the various insurance policies described above shall not affect the coverage provided to the Municipality, and such insurance policies shall state that such insurance coverage shall apply separately with respect to each additional insured against whom any claim is made or suit is brought, except with respect to the limits set forth in such insurance policies.
- (c) With respect to the insurance described in this Exhibit D, each such insurance policy shall be endorsed to state that the coverage provided thereby shall not be canceled except after thirty (30) calendar days' prior written notice to the Municipality. If any of the Obvio Parties are notified by any insurer that any insurance coverage will be canceled, Obvio shall immediately provide written notice thereof to the Municipality and shall take all necessary actions to correct such cancellation in coverage limits, and shall provide written notice to the Municipality of the date and nature of such correction.

- (d) Obvio shall provide certificates of insurance and copies of each insurance policy evidencing the insurance required pursuant to the terms of this Agreement, which certificates shall be executed by an authorized representative of the applicable insurer, and which certificates shall be delivered to the Municipality prior to Obvio commencing any work pursuant to the terms of this Agreement.

4. **Cyber Liability and Data Breach Insurance.** Cyber Liability and Data Breach Insurance with coverage of not less than one million dollars (\$1,000,000) per occurrence and in the aggregate, covering network security liability, privacy liability, and data breach response costs.

5. **Professional Liability/Technology Errors and Omissions Insurance.** Professional Liability and Technology Errors and Omissions Insurance with coverage of not less than one million dollars (\$1,000,000) per occurrence, covering errors, omissions, and wrongful acts arising from the provision of technology services under this Agreement.

6. **Commercial Automobile Liability Insurance.** Commercial Automobile Liability Insurance covering all mobile camera trailers and tow vehicles used in connection with this Agreement, with coverage of not less than one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage.

7. **Crime/Fidelity Bond.** Crime or Fidelity Bond coverage of not less than five hundred thousand dollars (\$500,000) covering Obvio's lockbox and fine-collection operations under this Agreement.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 14, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING THE FORM OF A ROOFTOP PUBLIC SAFETY CAMERA LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PROPERTY OWNERS FOR THE PLACEMENT OF PUBLIC SAFETY CAMERAS ON ROOFTOPS WITHIN THE CITY AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is an Ordinance approving the form of a Rooftop Public Safety Camera License Agreement and authorizing the Mayor to execute the approved form with property owners who agree to host a City-owned, solar-powered, self-contained camera unit on the roof of their property. The Pueblo Police Department operates a public safety camera program that uses these units to investigate unlawful activity. Approval of the form of Agreement in a single Ordinance allows the Department to enroll individual property owners on the Council-approved terms without returning to Council for each site.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City of Pueblo Charter Section 3-9 requires Council approval by ordinance for every contract to which the City is a party. Approving the form of Agreement by ordinance and authorizing execution on that approved form satisfies Section 3-9 while allowing the Police Department to deploy the camera program at operational speed. Each executed license will use the Council-approved form without material variation.

Under the Agreement, the property owner grants the City a non-exclusive, revocable license to place a single solar-powered, wireless, self-contained camera unit on the roof, using a ballasted, non-penetrating mount. The City owns the equipment, draws no utilities from the property, and pays no rent. Either party may terminate on thirty days written notice, and the City may remove the equipment at any time. The Agreement does not bind a successor owner of the property.

The City owns and controls all recorded images and data. The cameras do not record audio. Records are handled as passive surveillance records under C.R.S. Section 24-72-113: the City may not access a record more than one year old absent a claim, accident, crash, or specific incident that may cause it to become evidence, and each record must be destroyed by the third anniversary of its creation unless retention is authorized by statute. The City remains custodian of the records under the Colorado Open Records Act and the Colorado Criminal Justice Records Act, and all requests are processed by the City.

Governmental immunity is preserved. The City is self-insured through the Colorado Intergovernmental Risk Sharing Agency (CIRSA), and the property owner is not required to carry any insurance covering the equipment or its presence on the roof.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City. The Agreement carries no rent, fee, or other compensation in either direction.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the Police Department cannot deploy cameras on private rooftops without bringing a separate ordinance to Council for each individual site license, which is impracticable at program scale.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Background - Rooftop Camera
2. Ordinance - Rooftop Camera
3. Rooftop Camera License Agreement Exhibit A

ORDINANCE NO.

AN ORDINANCE APPROVING THE FORM OF A ROOFTOP PUBLIC SAFETY CAMERA LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PROPERTY OWNERS FOR THE PLACEMENT OF PUBLIC SAFETY CAMERAS ON ROOFTOPS WITHIN THE CITY AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo, through the Pueblo Police Department, operates a public safety camera program that uses solar-powered, self-contained camera units to investigate unlawful activity within the City; and

WHEREAS, the effectiveness of the program depends on the ability to place camera units on rooftops of private property with the owner's consent, on standard terms that protect the property owner, the City, and the public interest in law enforcement records; and

WHEREAS, Section 3-9 of the City of Pueblo Charter requires that contracts to which the City is a party be entered into by Council by ordinance only, and that every written contract be approved as to form by the City Attorney; and

WHEREAS, the City Council finds that approving the form of Agreement attached as Exhibit A and authorizing the Mayor to execute that form with individual property owners satisfies Section 3-9 of the Charter, because the Council itself approves the contract by this Ordinance and each execution is an administrative act on Council-approved terms; and

WHEREAS, the City Council finds that approval of the Agreement in this form allows the Police Department to deploy the camera program at operational speed while preserving Council oversight of the terms on which the City places its equipment on private property; NOW, THEREFORE,

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

SECTION 1.

The form of the Rooftop Public Safety Camera License Agreement (the "Agreement") between Pueblo, a Colorado Municipal Corporation, on behalf of its Police Department, and property owners within the City, a copy of which is attached hereto as Exhibit A, 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 with any property owner who agrees to its terms, without further action by City Council. The City Clerk is directed to affix the seal of the City to each executed Agreement and attest same. Each Agreement executed under this Ordinance shall be filed with the City Clerk within ten (10) business days after execution.

SECTION 3.

No material term of the Agreement may be varied in any executed instrument without the prior written approval of the City Attorney. Non-material changes limited to the identification of the property owner, the address of the premises, the description and location of the equipment on the roof, and the mounting method described in Exhibit A to the Agreement are not material for

purposes of this Section.

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 Agreement to effectuate the policies and procedures described therein.

SECTION 5.

If any provision of this Ordinance is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

SECTION 6.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 14, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Steven Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING THE FORM OF A ROOFTOP PUBLIC SAFETY CAMERA LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND PROPERTY OWNERS FOR THE PLACEMENT OF PUBLIC SAFETY CAMERAS ON ROOFTOPS WITHIN THE CITY AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is an Ordinance approving the form of a Rooftop Public Safety Camera License Agreement and authorizing the Mayor to execute the approved form with property owners who agree to host a City-owned, solar-powered, self-contained camera unit on the roof of their property. The Pueblo Police Department operates a public safety camera program that uses these units to investigate unlawful activity. Approval of the form of Agreement in a single Ordinance allows the Department to enroll individual property owners on the Council-approved terms without returning to Council for each site.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City of Pueblo Charter Section 3-9 requires Council approval by ordinance for every contract to which the City is a party. Approving the form of Agreement by ordinance and authorizing execution on that approved form satisfies Section 3-9 while allowing the Police Department to deploy the camera program at operational speed. Each executed license will use the Council-approved form without material variation.

Under the Agreement, the property owner grants the City a non-exclusive, revocable license to place a single solar-powered, wireless, self-contained camera unit on the roof, using a ballasted, non-penetrating mount. The City owns the equipment, draws no utilities from the property, and pays no rent. Either party may terminate on thirty days written notice, and the City may remove the equipment at any time. The Agreement does not bind a successor owner of the property.

The City owns and controls all recorded images and data. The cameras do not record audio. Records are handled as passive surveillance records under C.R.S. Section 24-72-113: the City may not access a record more than one year old absent a claim, accident, crash, or specific incident that may cause it to become evidence, and each record must be destroyed by the third anniversary of its creation unless retention is authorized by statute. The City remains custodian of the records under the Colorado Open Records Act and the Colorado Criminal Justice Records Act, and all requests are processed by the City.

Governmental immunity is preserved. The City is self-insured through the Colorado Intergovernmental Risk Sharing Agency (CIRSA), and the property owner is not required to carry any insurance covering the equipment or its presence on the roof.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City. The Agreement carries no rent, fee, or other compensation in either direction.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the Police Department cannot deploy cameras on private rooftops without bringing a separate ordinance to Council for each individual site license, which is impracticable at program scale.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:

Proposed Ordinance
Form of Rooftop Public Safety Camera License Agreement (Exhibit A)

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE FORM OF A ROOFTOP
PUBLIC SAFETY CAMERA LICENSE AGREEMENT BETWEEN
THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND
PROPERTY OWNERS FOR THE PLACEMENT OF PUBLIC
SAFETY CAMERAS ON ROOFTOPS WITHIN THE CITY AND
AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo, through the Pueblo Police Department, operates a public safety camera program that uses solar-powered, self-contained camera units to investigate unlawful activity within the City; and

WHEREAS, the effectiveness of the program depends on the ability to place camera units on rooftops of private property with the owner's consent, on standard terms that protect the property owner, the City, and the public interest in law enforcement records; and

WHEREAS, Section 3-9 of the City of Pueblo Charter requires that contracts to which the City is a party be entered into by Council by ordinance only, and that every written contract be approved as to form by the City Attorney; and

WHEREAS, the City Council finds that approving the form of Agreement attached as Exhibit A and authorizing the Mayor to execute that form with individual property owners satisfies Section 3-9 of the Charter, because the Council itself approves the contract by this Ordinance and each execution is an administrative act on Council-approved terms; and

WHEREAS, the City Council finds that approval of the Agreement in this form allows the Police Department to deploy the camera program at operational speed while preserving Council oversight of the terms on which the City places its equipment on private property; NOW, THEREFORE,

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

SECTION 1.

The form of the Rooftop Public Safety Camera License Agreement (the "Agreement") between Pueblo, a Municipal Corporation, on behalf of its Police Department, and property owners within the City, a copy of which is attached hereto as Exhibit A, 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 with any property owner who agrees to its terms, without further action by City Council. The City Clerk is directed to affix the seal of the City to each executed Agreement and attest same. Each Agreement

executed under this Ordinance shall be filed with the City Clerk within ten (10) business days after execution.

SECTION 3.

No material term of the Agreement may be varied in any executed instrument without the prior written approval of the City Attorney. Non-material changes limited to the identification of the property owner, the address of the premises, the description and location of the equipment on the roof, and the mounting method described in Exhibit A to the Agreement are not material for purposes of this Section.

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 Agreement to effectuate the policies and procedures described therein.

SECTION 5.

If any provision of this Ordinance is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

SECTION 6.

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

Action by City Council:

Introduced _____, 2026

BY:

PRESIDENT OF CITY COUNCIL

Passed and approved on final reading on _____, 2026

Action by the Mayor:

☐ Approved on _____, 2026

☐ Disapproved on _____, 2026 based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council action on _____ overrode Mayor's veto.
- ☐ Council action on _____ sustained Mayor's veto.
- ☐ Council action on _____ failed to override Mayor's veto.

PRESIDENT OF CITY COUNCIL

ATTEST

City Clerk

ROOFTOP PUBLIC SAFETY CAMERA LICENSE AGREEMENT

This Rooftop Public Safety Camera License Agreement (this “**Agreement**”) is entered into as of _____, 20____ (the “**Effective Date**”), by and between the City of Pueblo, a Colorado municipal corporation, on behalf of its Police Department (the “**City**”), and _____, a _____ (the “**Owner**”). The City and the Owner are each a “**Party**” and together the “**Parties**.”

RECITALS

WHEREAS, the Owner owns or controls the real property located at _____, Pueblo, Colorado (the “**Premises**”); and

WHEREAS, the City, through the Pueblo Police Department, operates a public safety camera program using solar-powered, self-contained camera units to investigate unlawful activity; and

WHEREAS, the Owner wishes to partner with the City by allowing the City to place a camera unit on the roof of the Premises, and the City wishes to do so, on the terms set forth below;

NOW, THEREFORE, in consideration of the mutual promises below, the Parties agree as follows:

1. Grant of License. The Owner grants the City a non-exclusive, revocable license to enter upon the Premises and to install, operate, maintain, inspect, repair, replace, and remove one or more camera units and associated mounting, power, and communication equipment (collectively, the “**Equipment**”) on the roof of the Premises, in the location depicted or described in Exhibit A. This Agreement grants a license only. It conveys no lease, easement, or other possessory or real property interest in the Premises.

2. Term and Termination. This Agreement begins on the Effective Date and continues until terminated. Participation is voluntary. Either Party may terminate this Agreement, with or without cause, upon thirty (30) days’ written notice to the other Party, and the City may remove the Equipment and terminate at any time. Nothing in this Agreement obligates the Owner to continue hosting the Equipment. This Agreement does not bind any successor owner of the Premises. The Owner shall give the City written notice of any pending sale or transfer of the Premises at least thirty (30) days in advance, and upon transfer the City shall remove the Equipment unless the successor owner enters its own agreement with the City.

3. Ownership of Equipment. The Equipment is and remains the personal property of the City. The Equipment is not a fixture and does not become part of the Premises regardless of the manner of its attachment. The Owner has no right, title, or interest in the Equipment and shall not move, alter, obstruct, cover, power down, or tamper with the Equipment.

4. Installation Standards. The City shall install the Equipment in a good and workmanlike manner and in compliance with applicable codes. The camera units are self-contained and are mounted using a ballasted, non-penetrating base that does not require roof penetration. If site conditions require any penetration or other attachment method, the City shall obtain the Owner's prior written approval and shall install in a manner intended to preserve any applicable roof warranty.

5. Utilities. The Equipment is solar-powered and communicates wirelessly. The City shall not draw electrical power, data, or other utility service from the Premises, and the Owner has no obligation to furnish power or connectivity to the Equipment.

6. Access to the Premises.

(a) Routine access. The City shall access the Equipment at reasonable times arranged in advance with the Owner and in a manner that minimizes interference with the Owner's use of the Premises.

(b) Emergency access. If the City reasonably determines that the Equipment or public safety is at immediate risk, the City may access the Equipment without advance notice and shall notify the Owner before emergency access, or immediately thereafter. The City shall coordinate the manner of entry with the Owner to the extent circumstances allow, shall not force entry into the Owner's building, and shall repair or reimburse the Owner for any damage caused by the City's access.

(c) Access on termination. Upon expiration or termination of this Agreement, the Owner shall provide the City reasonable access to remove the Equipment, and the City shall remove the Equipment within thirty (30) days and restore the affected area to substantially its prior condition, ordinary wear excepted.

7. Ownership and Control of Recorded Data. The City owns and controls all images, video, and data recorded by the Equipment (the "**Records**"). The Owner has no right to access, view, monitor, copy, use, or receive any Records. All requests to the Owner for access to Records shall be referred to the City.

8. Retention, Access, and Destruction of Records.

The Records are passive surveillance records within the meaning of C.R.S. § 24-72-113. The City shall handle them as follows:

(a) Destruction. The City shall cause each Record to be destroyed no later than the third anniversary of the date the Record was created, unless retention is authorized under C.R.S. § 24-72-113. The City shall configure the camera system to purge Records automatically upon reaching that limit.

(b) Access limitation. After the first anniversary of a Record's creation, the City shall access that Record only where a notice of claim has been filed or an accident, a crash,

or other specific incident has occurred that may cause the Record to become evidence in a civil, labor, administrative, or felony criminal proceeding. When a Record is accessed after that first anniversary, the City shall preserve a record of the reason for the access and the identity of the person who accessed it, as required by C.R.S. § 24-72-113(2)(a).

(c) Records that become evidence. A Record that has become evidence in, or is subject to a preservation obligation arising from, a claim, investigation, or proceeding may be retained beyond the limit in subsection (a) and shall thereafter be retained, accessed, and disposed of in accordance with applicable law and City and Police Department records policy.

9. No Audio. The Equipment shall not record audio. The camera program is for visual security monitoring and investigation only.

10. Public Records. The Records may constitute public records under the Colorado Open Records Act, C.R.S. § 24-72-200.1, *et seq.*, and, where they are made or maintained by a criminal justice agency for a criminal justice purpose, criminal justice records under the Colorado Criminal Justice Records Act, C.R.S. § 24-72-301, *et seq.* The City is the custodian of the Records. Any request for inspection or copies of the Records shall be processed by the City under the applicable statute and City policy. The Owner shall not respond to any such request and shall refer it to the City.

The City will treat this Agreement and the information it contains as confidential and exempt from public disclosure to the fullest extent permitted by the Colorado Open Records Act, C.R.S. § 24-72-200.1, *et seq.*, and the Colorado Criminal Justice Records Act, C.R.S. § 24-72-301, *et seq.* The City will assert all applicable exemptions available to it under those Acts. Nothing in this Section requires the City to withhold any record, or portion of a record, that the City determines it is required by law or court order to disclose, and disclosure under such circumstances is not a breach of this Agreement.

11. Use Limitation. The City shall use the Equipment and the Records solely for public safety and law enforcement security monitoring and investigative purposes.

12. Liability and Governmental Immunity. Nothing in this Agreement waives, or is intended to waive, any of the protections, immunities, defenses, or limitations available to the City, its officers, or its employees under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, or under any other law. The City's liability, if any, under this Agreement is subject in all respects to the Colorado Governmental Immunity Act. The Owner is not liable to the City for loss of or damage to the Equipment, except loss or damage caused by the Owner's willful and wanton conduct. The City is responsible for damage to the Premises to the extent caused by the City's installation, maintenance, or removal of the Equipment, subject to the Colorado Governmental Immunity Act.

13. Insurance. The City is self-insured for liability and property through its membership in the Colorado Intergovernmental Risk Sharing Agency (CIRSA). The Owner is not required to obtain or maintain any insurance covering the Equipment or its presence on the Premises.

14. Restoration Upon Removal. Upon termination or removal, the City shall remove the Equipment within thirty (30) days and shall repair any damage to the roof or Premises caused by the installation or removal of the Equipment, ordinary wear and tear excepted, subject to the Colorado Governmental Immunity Act.

15. No Compensation. Neither Party owes the other any rent, fee, or other compensation under this Agreement.

16. Assignment. Neither Party may assign this Agreement without the other Party's prior written consent.

17. Notices. Notices under this Agreement shall be in writing and delivered to the Parties at the addresses on the signature page, or to such other address as a Party designates in writing.

18. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado. Venue for any dispute lies exclusively in the District Court for the Tenth Judicial District, Pueblo County, Colorado.

19. Amendment. This Agreement may be amended only by a writing signed by both Parties.

20. Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions continue in full force.

21. Entire Agreement. This Agreement, together with Exhibit A, is the entire agreement of the Parties on its subject matter and supersedes all prior communications.

22. Counterparts. This Agreement may be executed in counterparts, including by electronic signature, each of which is an original and all of which together constitute one instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF PUEBLO, a Colorado municipal corporation

By: _____
Printed name: _____
Title: Mayor or Authorized Designee
Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

OWNER:

(Name of business or property owner)

By: _____

Printed name: _____

Title: _____

Date: _____

Notice address: _____

EXHIBIT A

Premises, Equipment, and Location of Installation

Premises address: _____, Pueblo, Colorado.

Description and location of Equipment on the roof (attach photo, sketch, or roof plan showing the mounting location):

Mounting method: ☐ Ballasted, non-penetrating ☐ Other (describe and obtain Owner approval): _____



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 14, 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: AN ORDINANCE ESTABLISHING PROJECT CI2620 - PUEBLO MOUNTAIN PARK - ASPEN ACRES, TRANSFERRING, BUDGETING, AND APPROPRIATING INSURANCE PROCEEDS FOR FIRE DAMAGE AT PUEBLO MOUNTAIN PARK, AND PROVIDING FOR THE TRANSFER OF ANY REMAINING FUNDS.

SUMMARY:

This action establishes Project CI2620 – Pueblo Mountain Park – Aspen Acres within the Capital Improvement Fund and transfers, budgets, and appropriates up to \$10,000,000 in CIRSA insurance proceeds for repairs and reconstruction related to the Aspen Acres fire. Any remaining funds upon project completion will be returned to the Self-Insurance Fund.

PREVIOUS COUNCIL ACTION:

Council has previously authorized transfer and payment via insurance claims from CIRSA for damages sustained to capital assets. No prior capital project or appropriation has been established for this specific recovery effort.

BACKGROUND:

The Aspen Acres fire caused significant damage to structures and infrastructure within Pueblo Mountain Park. The City has submitted insurance claims to the Colorado Intergovernmental Risk Sharing Agency (CIRSA) to recover eligible costs. Because insurance proceeds may be paid in multiple installments, establishing a dedicated project within the Capital Improvement Fund ensures proper accounting, transparency, and timely deployment of funds for repairs, replacement, and reconstruction.

Project CI2620 – Pueblo Mountain Park – Aspen Acres will serve as the central project for all recovery-related expenditures.

FINANCIAL IMPLICATIONS:

Insurance proceeds received from CIRSA will be deposited into the Self-Insurance fund and transferred to the Capital Improvement Fund and appropriated into Project CI2620. Up to \$10,000,000 may be budgeted and appropriated as proceeds arrive. No General Fund dollars are required. Upon completion of all eligible work, remaining funds will be transferred back to the Self-Insurance Fund.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

City departments, park staff, and CIRSA representatives have coordinated to evaluate damage, determine eligible repair costs, and identify required documentation for reimbursement. Additional stakeholder coordination will occur throughout design, procurement, and construction phases.

ALTERNATIVES:

Without establishing Project CI2620, the City would lack an appropriate mechanism to receive and expend insurance proceeds efficiently, delaying recovery activities.

RECOMMENDATION:

Staff recommends approval of the ordinance establishing Project CI2620 – Pueblo Mountain Park – Aspen Acres, transferring CIRSA insurance proceeds into the Capital Improvement Fund, budgeting and appropriating up to \$10,000,000 into the project, and directing that any remaining funds be returned to the Self-Insurance Fund at project completion.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE ESTABLISHING PROJECT CI2620 - PUEBLO MOUNTAIN PARK - ASPEN ACRES, TRANSFERRING, BUDGETING, AND APPROPRIATING INSURANCE PROCEEDS FOR FIRE DAMAGE AT PUEBLO MOUNTAIN PARK, AND PROVIDING FOR THE TRANSFER OF ANY REMAINING FUNDS.

WHEREAS, the Aspen Acres fire caused significant damage to facilities and infrastructure at Pueblo Mountain Park, requiring repairs, restoration, and reconstruction; and

WHEREAS, the Aspen Acres fire caused significant damage to facilities and infrastructure at Pueblo Mountain Park, requiring repairs, restoration, and reconstruction; and

WHEREAS, establishment of Project CI2620 – Pueblo Mountain Park – Aspen Acres within the Capital Improvement Fund will ensure proper budgeting, tracking, and expenditure of insurance proceeds for recovery activities; and

WHEREAS, allocating and appropriating up to ten million dollars (\$10,000,000) in incoming CIRSA insurance proceeds and returning any unspent funds to the Self-Insurance Fund is in the best interest of the City and its residents; Now Therefore

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

SECTION 1.

The City hereby establishes Project CI2620 – Pueblo Mountain Park – Aspen Acres within the Capital Improvement Fund for the purpose of receiving and expending insurance proceeds related to the Aspen Acres fire.

SECTION 2.

The City approves the transfer of any insurance proceeds received from the Colorado Intergovernmental Risk Sharing Agency (CIRSA) to the Capital Improvement Fund and budgets and appropriates up to ten million dollars (\$10,000,000) into Project CI2620 for repair, restoration, replacement, reconstruction, and associated capital improvements at Pueblo Mountain Park.

SECTION 3.

Funds appropriated to Project CI2620 shall be used exclusively for costs associated with repairing, restoring, replacing, or reconstructing facilities and infrastructure damaged by the Aspen Acres fire, along with any related capital improvement costs permitted under City financial policies.

SECTION 4.

After all eligible expenses for fire-related recovery have been paid and Project CI2620 is complete, any remaining insurance proceeds shall be transferred back to the City's Self-Insurance Fund.

SECTION 5.

City staff are authorized and directed to take all actions necessary to carry out the provisions of this Ordinance.

SECTION 6.

This Ordinance shall take effect 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



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 14, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Mark Aliff, President

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO ASSISTANCE LEAGUE OF PUEBLO INC. IN THE AMOUNT OF \$1,500 TO SPONSOR THE HOLIDAY FASHION PREVIEW FROM 9:30 AM - 3:00 PM ON SATURDAY, DECEMBER 5, 2026, AT PUEBLO CONVENTION CENTER

SUMMARY:

Attached for consideration is a request for support of Assistance League of Pueblo Inc. in the amount of \$1,500 to sponsor the Holiday Fashion Preview from 9:30 am - 3:00 pm on Saturday, December 5, 2026, at Pueblo Convention Center.

PREVIOUS COUNCIL ACTION:

Council supported this event from 2021 to 2023 for \$1,000, in 2024 for \$2,000, and in 2025 for \$2,500.

BACKGROUND:

City Council Member Mark Aliff is requesting \$1,500 to sponsor Assistance League of Pueblo's Holiday Fashion Preview. The fundraiser will take place from 9:30 am - 3:00 pm on Saturday, December 5, 2026, at the Pueblo Convention Center.

The Holiday Fashion Preview is an annual festive fundraiser featuring a fashion show, holiday boutique with local artisans, live music, and lunch. Funds raised are specifically earmarked for Operation School Bell which assists needy elementary and middle school children in the Pueblo area with new school clothes, hygiene kits and age-appropriate books. Operation School Bell is held after school for one week every September and underprivileged children are referred by school counselors to the Assistance League.

Assistance League of Pueblo Inc. is a 501(c)(3) whose mission is to strengthen our community and transform lives through Operation School Bell.

The estimated cost to hold the event this year is \$74,643, and as of August 13, 2026, they had received \$10,450 in donations and sponsorships and sold 39 tickets at \$85 each totaling \$3,315. This sponsorship tier includes 8 tickets to the event.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of \$1,500 would be paid from the Council Contingencies Account in the 2026 General Fund Budget to Assistance League of Pueblo Inc.

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 President Mark Aliff.

ATTACHMENTS:

1. Sponsorship Request Packet - Assistance League of Pueblo - Holiday Fashion Preview
2. SOS - Assistance League of Pueblo - 8.14.26
3. 2026 Contingencies (Council) Assistance League of Pueblo - Holiday Fashion Preview

RESOLUTION NO. 16425

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO ASSISTANCE LEAGUE OF PUEBLO INC. IN THE AMOUNT OF \$1,500 TO SPONSOR THE HOLIDAY FASHION PREVIEW FROM 9:30 AM - 3:00 PM ON SATURDAY, DECEMBER 5, 2026, AT PUEBLO CONVENTION CENTER

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$1,500 from the Council Contingencies Account in the 2026 General Fund Budget is authorized to be paid to Assistance League of Pueblo Inc. to sponsor the Holiday Fashion Preview from 9:30 am - 3:00 pm on Saturday, December 5, 2026, 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: September 14, 2026

BY: Dianne Danti
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Clyde Bishop
CITY CLERK

Sponsorship Request (COPY)

08/13/2026 5:04 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	Mark Aliff
Requestor Name	Laura Adamson
Today's Date	08/13/2026
Requestor Phone	
Requestor Email	
Business/Organization Name	Assistance League Pueblo
Organization Website	https://www.assistanceleaguepueblo.org
Please share your business or organizations mission/goals	Assistance League® of Pueblo is dedicated to strengthening our community and transforming lives through Operation School Bell®, our flagship program. Each September, students selected by school counselors receive vouchers to choose new school clothes and shoes.
Company/Organization Classification	Charity
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
How many individuals did your organization serve last year?	980
Requested Amount	\$2,500
Please describe how the contribution will be used	All proceeds from the Holiday Fashion Preview go directly to Operation School Bell which provides new school clothes for children in Pueblo.
Sponsorship Benefits	Please see the attached Underwriting Opportunities page for specific levels of underwriting and the benefits received at each level.
Have you applied for CSAC funding?	Yes
Please list any other organizations or entities you are requesting funding from , the requested amount, and how much funding you have received so far.	Pueblo County-\$2,500 Local businesses and individuals-Each donor chooses the amount of sponsorship starting at \$150. So far we have received \$10,450.
Sponsorship request for	Event

Event Title	Holiday Fashion Preview		
Event Date	12/05/2026		
Event Start Time	9:30 AM (MDT)		
Event End Time	3:00 PM (MDT)		
Event Location	Pueblo Convention Center		
Admission to this event is	Paid		
Cost of Admission	\$85		
How many tickets have been sold for this event?	39		
What is the maximum capacity of your event?	650		
Event Description:	Our annual Holiday Fashion Preview and Luncheon is a festive event featuring a fashion show, holiday boutique with local artisans, live music, and lunch.		
Was this event also held last year?	Yes		
Please provide the total cost for this event last year.	74643		
How many people attended?	630		
Please provide the estimated cost to hold this event this year.	74643		
Does your organization hold multiple events per year?	Yes		
If yes, please list the event titles and a short description.	We also hold a golf tournament each August.		

Please upload supporting documents such as sponsorship request letter, event flyer etc.

 Pueblo City Council Request.pdf

 2026 AL Underwriting Opportunities.pdf

 2026 Underwriter Information Sheet.pdf

Please upload your most recent 990 if applicable

 AL 990 2024-2025 without schedules.pdf

Payment Details

Make check payable to Assistance League of Pueblo

Address 1112 Pueblo Blvd. Way
Pueblo, CO 81005

Phone Number 719-544-1528

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](#)



Transforming Lives • Strengthening Community

1112 Pueblo Blvd Way, Pueblo, Colorado 81005-2199

(719) 544-1528 | www.assistanceleaguepueblo.org

Chartered in 1968

August 13, 2026

Mark Aliff
President
Pueblo City Council
1 City Hall Place
Pueblo, CO 81003

Dear Mark,

Assistance League® of Pueblo is dedicated to strengthening our community and transforming lives through Operation School Bell®, our flagship program. Each September, students selected by school counselors receive vouchers to choose new school clothes and shoes. Seeing their excitement reminds us how meaningful this support is.

For more than 50 years, Operation School Bell has served children in need across both Pueblo school districts, providing school clothing, hygiene kits, and age-appropriate books. To date, nearly 44,000 children have been helped, including more than 980 students this past September alone. We have budgeted to serve 1,100 students in 2026.

Our annual Holiday Fashion Preview and Luncheon directly supports Operation School Bell. This festive fundraiser features a fashion show, holiday boutique with local artisans, live music, and lunch, and will be held Saturday, December 5, 2026, at the Pueblo Convention Center. It was attended by more than 630 people last year.

We invite you to support this important mission by becoming an underwriter. Please see the enclosed sponsorship opportunities and ticket information page to help us continue making a difference for Pueblo's children.

Kind regards,

Patricia Gonzalez

Patricia Gonzalez
President

Theresa Hart

Holiday Fashion Preview
Event Chair

Laura Adamson

Laura Adamson
Underwriting Chair



2026 HOLIDAY FASHION PREVIEW & LUNCHEON

Underwriting Opportunities

All Event Proceeds Support
Operation School Bell®

	Haute Couture Level	Couture Level	Vogue Level	Trendsetter Level	Chic Level	Designer Level
	\$5,000+	\$2,500+	\$1,000+	\$500+	\$300+	\$150+
Complimentary Tickets	10	8	4	3	2	1
Recognition in Video Presentation	✓	✓	✓	✓	✓	✓
Recognition in Event Program	✓	✓	✓	✓	✓	✓
Ad in Event Program	2 Full Pages	1 Full Page	1/2 Page	1/4 Page		
Prime Seating Location	✓	✓	✓			
Recognition on AL Social Media	✓	✓	✓			
Logo Placement in Print Advertising (Logo Deadline Sept. 21)	✓	✓				
Recognition by Emcee and on ALP Website	✓	✓				
Banner Display in Foyer (donor provided)	✓	✓				

**ALL proceeds stay within the
Pueblo City/County Community**

For Information Contact

Laura Adamson | 719-251-2491
LauraAdamsonALP@gmail.com



Assistance League® Pueblo appreciates your support of Operation School Bell®, our major philanthropic program, which will continue due to the generosity of companies and individuals like you. Thank you!

Donor Name to be Displayed in Program _____

Contact Name _____ Contact Phone _____

Address _____

Email address _____

Please indicate the underwriting category you would like.

_____ Haute Couture Level - \$5,000 and above, includes 10 tickets

_____ Couture Level - \$2,500 and above, includes 8 tickets

_____ Vogue Level - \$1,000 and above, includes 4 tickets

_____ Trendsetter Level - \$500 and above, includes 3 tickets

_____ Chic Level - \$300 and above, includes 2 tickets

_____ Designer Level - \$150 and above, includes 1 ticket

Amount of your donation \$ _____ I would also like to purchase _____ extra tickets at \$85 each.

Total amount of donation and extra ticket(s) purchased \$ _____ Check here if you prefer an invoice _____

To make payment by credit card:

_____ VISA _____ Mastercard _____ Discover

Cardmember _____ Signature _____

Card number _____ Expiration Date _____ Security Code _____

All tickets will be mailed in mid-November. Do you wish to receive your complimentary tickets to the event or would you prefer to donate them back to Assistance League?

_____ receive # _____ tickets _____ donate tickets

If you need gluten-free or vegetarian meals, please contact Laura Adamson, (LauraAdamsonALP@gmail.com or 719-251-2491), by November 15.

Name and mailing information if different from above: _____

Address _____

*In order to be included in our event program, we must receive your donation
by October 31, 2026, at 1112 Pueblo Boulevard Way, Pueblo, CO 81005.*

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.

A For the 2024 calendar year, or tax year beginning 06/01/24 , and ending 05/31/25	
B Check if applicable: ☐ Address change ☐ Name change ☐ Initial return ☐ Final return/terminated ☐ Amended return ☐ Application pending	C Name of organization Assistance League® of Pueblo Inc. Doing business as Number and street (or P.O. box if mail is not delivered to street address) Room/suite 1112 Pueblo Blvd Way City or town, state or province, country, and ZIP or foreign postal code Pueblo CO 81005 F Name and address of principal officer: Susan Bernal
D Employer identification number 23-7127355	
E Telephone number 719-544-1528	
G Gross receipts \$ 485,716	
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.	
I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) () (insert no.) ☐ 4947(a)(1) or ☐ 527	
J Website: assistanceleaguepueblo.org	
K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other	
L Year of formation: 1964 M State of legal domicile: CO	

Part I Summary	
Activities & Governance	1 Briefly describe the organization's mission or most significant activities: Assistance League of Pueblo, a chapter of National Assistance League - Volunteers transforming the lives of children and adults through community programs.
	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 10
	4 Number of independent voting members of the governing body (Part VI, line 1b) 4 10
	5 Total number of individuals employed in calendar year 2024 (Part V, line 2a) 5 0
	6 Total number of volunteers (estimate if necessary) 6 63
	7a Total unrelated business revenue from Part VIII, column (C), line 12 7a 0
7b Net unrelated business taxable income from Form 990-T, Part I, line 11 7b 0	
Revenue	8 Contributions and grants (Part VIII, line 1h) 236,997 158,835
	9 Program service revenue (Part VIII, line 2g) 0
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d) 15,416 16,173
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e) 102,174 122,505
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12) 354,587 297,513
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3) 0
	14 Benefits paid to or for members (Part IX, column (A), line 4) 0
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10) 0
	16a Professional fundraising fees (Part IX, column (A), line 11e) 0
	b Total fundraising expenses (Part IX, column (D), line 25) 92,447
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e) 356,860 293,507
	18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25) 356,860 293,507
Net Assets or Fund Balances	19 Revenue less expenses. Subtract line 18 from line 12 -2,273 4,006
	20 Total assets (Part X, line 16) 1,587,572 1,592,313
	21 Total liabilities (Part X, line 26) 423,012 420,801
	22 Net assets or fund balances. Subtract line 21 from line 20 1,164,560 1,171,512

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 Rhonda Lewis Date Type or print name and title Treasurer
Paid Preparer Use Only	Preparer's name Jennifer Maliar, C.P.A. Preparer's signature Date Check ☐ if self-employed PTIN P00900356
	Firm's name COMISKEY & COMPANY, P.C. Firm's EIN 84-0936730
	Firm's address 143 Union Blvd Ste 250 Lakewood, CO 80228-1997 Phone no. 303-830-2255

Part III Statement of Program Service AccomplishmentsCheck if Schedule O contains a response or note to any line in this Part III ☐**1** Briefly describe the organization's mission:

Assistance League of Pueblo, a chapter of National Assistance League - Volunteers transforming the lives of children and adults through community programs.

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 \$ **149,694** including grants of \$) (Revenue \$)
Operation School Bell provides new clothing, shoes, hygiene items, and books to Pueblo City and Pueblo County students in grades K-8. The students are referred by their school counselors based on need. They are given a voucher and are assisted by our members as they select necessary items from a local department store. Since inception of this program, over 40,000 children have benefitted from the program.

4b (Code:) (Expenses \$ **30,652** including grants of \$) (Revenue \$)
Scholarships to Colorado State University-Pueblo and Pueblo Community College are offered to outstanding students of Pueblo County who might not otherwise be able to attend. Scholarship committee members work with the personnel of both schools to outline the program's requirements.

4c (Code:) (Expenses \$ **4,720** including grants of \$) (Revenue \$)
This philanthropic program provides cuddly bears dressed in t-shirts with the AL-PAL logo. They are distributed to businesses and schools who serve children at risk that may have suffered mental, physical or sexual abuse.

4d Other program services (Describe on Schedule O.)

(Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses **185,066**

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	X	
2 Is the organization required to complete Schedule B, Schedule of Contributors? See instructions	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		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		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		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		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		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? If "Yes," complete Schedule D, Part III		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		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		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	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		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		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		X
e Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D, Part X		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		X
12a Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete Schedule D, Parts XI and XII		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		X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E		X
14a Did the organization maintain an office, employees, or agents outside of the United States?		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		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		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		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		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	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		X
20a Did the organization operate one or more hospital facilities? If "Yes," complete Schedule H		X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		
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		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? <i>If "Yes," complete Schedule I, Parts I and III</i>		X
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? <i>If "Yes," complete Schedule J</i>		X
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? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i>		X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
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?		
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
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? <i>If "Yes," complete Schedule L, Part I</i>		X
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? <i>If "Yes," complete Schedule L, Part I</i>		X
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? <i>If "Yes," complete Schedule L, Part II</i>		X
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? <i>If "Yes," complete Schedule L, Part III</i>		X
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? <i>If "Yes," complete Schedule L, Part IV</i>		X
b A family member of any individual described in line 28a? <i>If "Yes," complete Schedule L, Part IV</i>		X
c A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? <i>If "Yes," complete Schedule L, Part IV</i>		X
29 Did the organization receive more than \$25,000 in noncash contributions? <i>If "Yes," complete Schedule M</i>	X	
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>		X
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? <i>If "Yes," complete Schedule R, Part I</i>		X
34 Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i>		X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
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)? <i>If "Yes," complete Schedule R, Part V, line 2</i>		
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>		X
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? <i>If "Yes," complete Schedule R, Part VI</i>		X
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.	X	

Part V Statements Regarding Other IRS Filings and Tax ComplianceCheck 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		
b Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable		
c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		

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	0
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	X
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	X
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	X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b	X
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	X
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	X
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 instructions and file Form 4720, Schedule N.	15	X
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	X
17	Section 501(c)(21) organizations. Did the trust, 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 10		
b Enter the number of voting members included on line 1a, above, who are independent	1b 10		
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 If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.	15b	☒
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 **None**

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.

The Organization
Pueblo

1112 Pueblo Blvd

CO 81005

719-544-1528

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent ContractorsCheck 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 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) Susan Bernal	5.00									
President	0.00			X				0	0	0
(2) Pat Gonzalez	5.00									
President Elect	0.00			X				0	0	0
(3) Audrey Sartin	5.00									
Secretary	0.00			X				0	0	0
(4) Rhonda Lewis	20.00									
Treasurer	0.00			X				0	0	0
(5) Laura Adamson	5.00									
Assistant Treasurer	0.00			X				0	0	0
(6) Kelly McCarthy	5.00									
1st Vice-President	0.00			X				0	0	0
(7) Sandra Gotfred	5.00									
2nd Vice President	0.00			X				0	0	0
(8) Pamela Roberts	5.00									
3rd Vice President	0.00			X				0	0	0
(9) Mary K Peters	5.00									
Marketing/Pub Relati	0.00			X				0	0	0
(10) Phyllis McCarthy	5.00									
Strategic Planning	0.00			X				0	0	0
(11)										

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			
(12)										
(13)										
(14)										
(15)										
(16)										
(17)										
(18)										
(19)										
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 0

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

Yes

No

X

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

Yes

No

X

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

Yes

No

X

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 0

Part VIII Statement of RevenueCheck 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	390				
	c Fundraising events	1c	97,029				
	d Related organizations	1d					
	e Government grants (contributions)	1e	750				
	f All other contributions, gifts, grants, and similar amounts not included above	1f	60,666				
	g Noncash contributions included in lines 1a-1f	1g	\$ 97,029				
	h Total. Add lines 1a-1f		158,835				
	2a Business Code						
Program Service Revenue	b						
	c						
	d						
	e						
	f All other program service revenue						
	g Total. Add lines 2a-2f						
	3 Investment income (including dividends, interest, and other similar amounts)		16,173	16,173			
4 Income from investment of tax-exempt bond proceeds							
5 Royalties							
Other Revenue	6a Gross rents	6a	(i) Real (ii) Personal				
	b Less: rental expenses	6b					
	c Rental inc. or (loss)	6c					
	d Net rental income or (loss)						
	7a Gross amount from sales of assets other than inventory	7a	(i) Securities (ii) Other				
	b Less: cost or other basis and sales exps.	7b					
	c Gain or (loss)	7c					
	d Net gain or (loss)						
	8a Gross income from fundraising events (not including \$ 97,029 of contributions reported on line 1c). See Part IV, line 18	8a	310,708				
	b Less: direct expenses	8b	188,203				
	c Net income or (loss) from fundraising events		122,505				
	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					
b Less: cost of goods sold	10b						
c Net income or (loss) from sales of inventory							
Miscellaneous Revenue	11a Business Code						
	b						
	c						
	d All other revenue						
	e Total. Add lines 11a-11d						
	12 Total revenue. See instructions		297,513	16,173	0	0	

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

X**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				
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				
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes				
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting	9,358		9,358	
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.)	46,724			46,724
12 Advertising and promotion	2,425	428	19	1,978
13 Office expenses	435	250	78	107
14 Information technology				
15 Royalties				
16 Occupancy	44,453	23,894	1,054	19,505
17 Travel				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest	25,163	17,111	755	7,297
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	19,193	13,051	576	5,566
23 Insurance	11,439	7,778	343	3,318
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 Clothing	89,270	89,270		
b Tuition	20,000	20,000		
c Supplies/Credit Card Fees	17,723	10,690	188	6,845
d Lease/Rent	3,815	2,594	114	1,107
e All other expenses	3,509		3,509	
25 Total functional expenses. Add lines 1 through 24e	293,507	185,066	15,994	92,447
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 SheetCheck 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	152,578	1	185,030
	2 Savings and temporary cash investments	305,752	2	317,539
	3 Pledges and grants receivable, net		3	
	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	81,473	8	51,543
	9 Prepaid expenses and deferred charges	2,653	9	6,469
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 1,309,466		
	b Less: accumulated depreciation	10b 407,800	10c	901,666
	11 Investments—publicly traded securities	124,403	11	130,066
	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	
16 Total assets. Add lines 1 through 15 (must equal line 33).	1,587,572	16	1,592,313	
Liabilities	17 Accounts payable and accrued expenses	11,221	17	20,568
	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	411,791	23	400,233
	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		25	
	26 Total liabilities. Add lines 17 through 25	423,012	26	420,801
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	1,164,560	27	1,163,512
	28 Net assets with donor restrictions		28	8,000
	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	1,164,560	32	1,171,512
33 Total liabilities and net assets/fund balances	1,587,572	33	1,592,313	

Part XI Reconciliation of Net AssetsCheck 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	297,513
2	Total expenses (must equal Part IX, column (A), line 25)	2	293,507
3	Revenue less expenses. Subtract line 2 from line 1	3	4,006
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	1,164,560
5	Net unrealized gains (losses) on investments	5	2,946
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	1,171,512

Part XII Financial Statements and ReportingCheck 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? 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	X	
b Were the organization's financial statements audited by an independent accountant? 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		X
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? 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?		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		

Form 990 (2024)

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

THE ASSISTANCE LEAGUE OF PUEBLO, INC.

is a

Nonprofit Corporation

formed or registered on 02/27/1969 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 19871206629 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/13/2026 that have been posted, and by documents delivered to this office electronically through 08/14/2026 @ 09:41:36 .

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 08/14/2026 @ 09:41:36 in accordance with applicable law. This certificate is assigned Confirmation Number 18907526 .



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
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
9/14/26	Assistance League of Pueblo - Holiday Fashion Preview		\$ 2,500.00		\$ 28,250.00



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: September 14, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Selena Ruiz-Gomez, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO HARDKNOX GANG PREVENTION & INTERVENTION IN THE AMOUNT OF \$5,000 TO SPONSOR PROGRAM RELATED OPERATING EXPENSES

SUMMARY:

Attached for consideration is a request for support of HardKnox Gang Prevention & Intervention in the amount of \$5,000 to sponsor program related operating expenses.

PREVIOUS COUNCIL ACTION:

Council supported this organization's operating expenses for \$3,500 in 2025.

BACKGROUND:

City Council Member Selena Ruiz-Gomez is requesting \$5,000 to sponsor HardKnox Gang Prevention & Interventions program related operating expenses.

HardKnox Gang Prevention & Intervention is a 501(c)(3) whose mission is to help at-risk youth entangled within today's gang culture take small steps, in big ways, that lead to big changes within their lives. Their vision is to understand our youth and their perception of the world that surrounds them and help them create a new vision and new goals that challenge them beyond what they believed possible through a process of determination, focus and perseverance.

Sponsorship funds will be used to provide incentives to the children they serve, such as meals, gift cards, and pro-social activities. These prosocial activities can include access to local gyms, boxing clubs, and MMA programs provided at no cost. They also provide job-seeking and resume building services and purchase work uniforms/shoes for clients as needed. They also provide a workbook to every client who is working on their copy written and evidence-based curriculum.

HardKnox Gang Prevention & Intervention is currently funded through referral contracts with Pueblo Probation. Referral sources pay for therapeutic mentoring at \$65/hour, and group sessions are paid at \$45 each through probation. They were receiving \$30/hour for approximately 40 hours a month to hold their chess program at the library, and they also provide at minimum 40 hours of pro bono services a year. As of August 17, 2026, they were working on applying to CSAC and had submitted for grants but had not been awarded any. Their gross profit for 2025 totaled at \$2,198.05.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of \$5,000 would be paid from the Council Contingencies Account in the 2026 General Fund Budget to HardKnox Gang Prevention & Intervention.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Selena Ruiz-Gomez.

ATTACHMENTS:

1. Sponsorship Request Packet - Hardknox Gang Prevention and Intervention
2. SOS - HardKnox Gang Prevention and Intervention - 8.17.26
3. 2026 Contingencies (Council) Hardknox Gang Intervention and Prevention

RESOLUTION NO. 16426

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO HARDKNOX GANG PREVENTION & INTERVENTION IN THE AMOUNT OF \$5,000 TO SPONSOR PROGRAM RELATED OPERATING EXPENSES

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$5,000 from the Council Contingencies Account in the 2026 General Fund Budget is authorized to be paid to HardKnox Gang Prevention & Intervention to sponsor program related operating expenses.

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: September 14, 2026

BY: Dianne Danti
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Clyde Bishop
CITY CLERK

Sponsorship Request (COPY)

08/17/2026 10:02 AM (MDT)



Sponsorship Request

****Please submit requests at least one month in advance to allow for adequate processing time**

Please share the councilor(s) you have reached out to regarding your Sponsorship Request	SELENA RUIZ-GOMEZ AND JOE LATINO
Requestor Name	HARDKNOX GANG PREVENTION AND INTERVENTION
Today's Date	08/17/2026
Requestor Phone	
Requestor Email	
Business/Organization Name	Secretary/Treasurer
Organization Website	Secretary/Treasurer
Please share your business or organizations mission/goals	Mission Statement: We seek to help at-risk youth entangled within today's gang culture take small steps, in big ways, that lead to big changes within their lives. Vision Statement: To understand our youth and their perception of the world that surrounds them. Help our youth create new vision and new goals that challenge them beyond what they believed possible through a process of determination, focus and perseverance.
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
- Individuals with substance abuse disorders
- Other

If other please explain

High risk youth. Active gang members or those affiliated with gangs. This is a population that is underserved and who need to be connected with persons who are highly knowledgeable in the gang culture. Mr. Salazar grew up on Pueblo's East side and is himself a former gang member. His lived experience is invaluable.

Hardknox received a generous donation from City Council last year. We used that donation to have an outdoor chess table constructed for the Patrick Lucero Library. Houston Construction then matched us and donated a second table. This is a wonderful resource for the kids on the eastside, and we want you to know that the money donated went to good use. We are transparent with our financials and can provide those if requested. The Hardknox Gang Prevention and Intervention program was officially founded in July 2015 as a 501C3, Nonprofit Corporation. Hardknox is licensed with the Secretary of State, and this licensure is in good standing. Additionally, Mr. Salazar is fully insured with HPSO. He is also licensed with DORA as a certified addictions specialist. Hardknox is currently contracted with Pueblo County DSS, providing therapeutic mentoring to high-risk kids in the community. We are also contracted with the Pueblo Library District, providing our very popular chess program on Pueblo's East Side, which is a high-gang traffic area. Hardknox is also approved as an ATP provider for Colorado Parole, working with adult parolees in. The goal of the Hardknox program is to promote positive change by reducing violence, raising awareness, and building self-efficacy in program participants. This is accomplished by emphasizing educational achievement, positive life skills training, building intrinsic motivation, personal health and well-being and identifying treatment and counseling needs.

How many individuals did your organization serve last year?

OVER 2000

Requested Amount

5000

Please describe how the contribution will be used

Provide incentives to the kids we serve such as meals, gift cards, and pro-social activities. We provide access to local gyms, boxing clubs and MMA programs at no cost to the kids we work with. These are healthy and pro-social activities. We provide job seeking and resume building services and purchase work uniforms/shoes as needed. We provide a workbook to every client who is working on our copywritten and evidence-based curriculum. We want to ensure we can continue to offer these services, without interruption.

Sponsorship Benefits

Provide desperately needed services to high-risk youth in our community. The overall goal/benefit is reducing youth violence and death in our community.

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 do not currently receive any other funding aside from income received from our referral sources, which include Pueblo Probation, and Pueblo County Department of Social Services. We are in the process of writing a request to CSAC, which is due at the end of the month. We also submit grant applications as those become available. We have not been awarded any grants in 2026.

Sponsorship request for

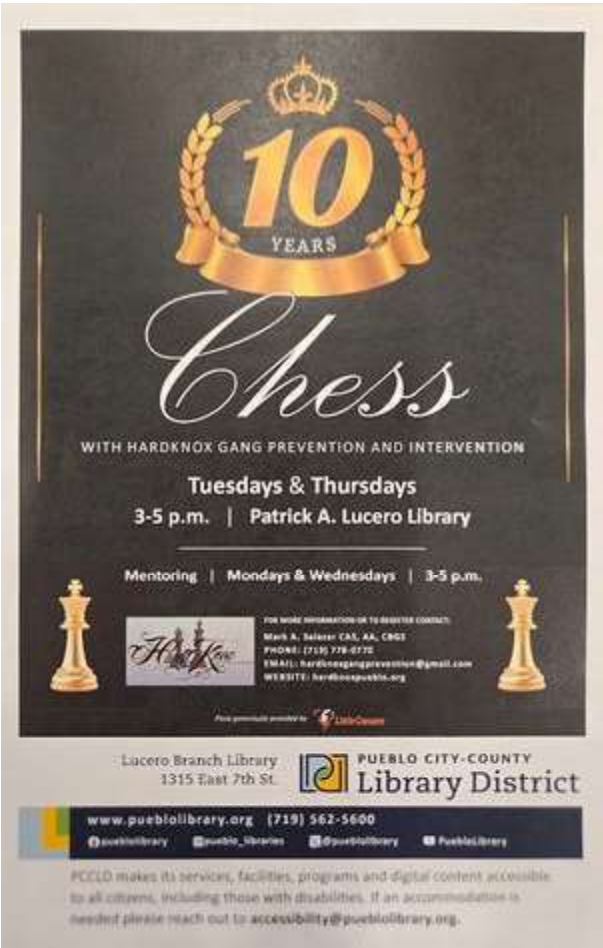
Other

Please describe what the sponsorship would be supporting.	Provide incentives to the kids we serve such as meals, gift cards, and pro-social activities. We provide access to local gyms, boxing clubs and MMA programs at no cost to the kids we work with. These are healthy and pro-social activities. We provide job seeking and resume building services and purchase work uniforms/shoes as needed. We provide a workbook to every client who is working on our copywritten and evidence-based curriculum. We want to ensure we can continue to offer these services, without interruption.
Does your organization charge or collect any fees from those it serves?	No, not directly. We are contracted with Probation, DHS and Parole, who pay for the services for their clients who are referred.
Please share the estimated cost to complete this project.	5000
Do you have additional revenue streams to fund this? If so, please share	As stated earlier, we have income from our referral sources. We also apply for grants routinely and are currently working on a grant request to CSAC.

Please upload supporting documents such as sponsorship request letter, event flyer etc.



2026 HK Program Info-PDF.pdf



2026 HK Program Info-PDF.pdf

Please upload your most recent 990 if applicable



2025 990N Filed 12-31-25.docx



CO SEC OF STATE-GOOD STANDING -APRIL 2026.pdf



501C3 Verification.pdf



HARDKNOX BOD PDF.pdf

Payment Details

Make check payable to

HARKNOX GANG PREVENTION AND INTERVENTION

Address

PO BOX 11231
PUEBLO CO 81001
WEBSITE: HARDKNOXPUEBLO.ORG

Phone Number

719-778-0770

Make check payable to

HARKNOX GANG PREVENTION AND INTERVENTION

Address

PO BOX 11231
PUEBLO CO 81001
WEBSITE: HARDKNOXPUEBLO.ORG

Phone Number

719-778-0770

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](#)



Chess

WITH HARDKNOX GANG PREVENTION AND INTERVENTION

Tuesdays & Thursdays

3-5 p.m. | Patrick A. Lucero Library

Mentoring | Mondays & Wednesdays | 3-5 p.m.



FOR MORE INFORMATION OR TO REGISTER CONTACT:

Mark A. Salazar CAS, AA, CBGS

PHONE: (719) 778-0770

EMAIL: hardknoxgangprevention@gmail.com

WEBSITE: hardknoxpueblo.org



Pizza generously provided by  Little Caesars

Lucero Branch Library
1315 East 7th St.



PUEBLO CITY-COUNTY
Library District

www.pueblolibrary.org (719) 562-5600

 [pueblolibrary](https://www.facebook.com/pueblolibrary)

 [pueblo_libraries](https://www.instagram.com/pueblo_libraries)

 [@pueblolibrary](https://twitter.com/pueblolibrary)

 [PuebloLibrary](https://www.youtube.com/PuebloLibrary)

PCCLD makes its services, facilities, programs and digital content accessible to all citizens, including those with disabilities. If an accommodation is needed please reach out to accessibility@pueblolibrary.org.



Gang Intervention and Prevention
Mark A. Salazar, A.A., CAS, CBGS
PO BOX 11231
PUEBLO, CO. 81001
<https://hardknoxpueblo.org/>

Mission Statement: *We seek to help at-risk youth entangled within today's gang culture take small steps, in big ways, that lead to big changes within their lives.*

Vision Statement: *To understand our youth and their perception of the world that surrounds them. Help our youth create new vision and new goals that challenge them beyond what they believed possible through a process of determination, focus and perseverance.*

The Hardknox Gang Prevention and Intervention program was officially founded in July 2015 as a 501C3, Nonprofit Corporation. Hardknox is licensed with the city of Pueblo and is in good standing with the CO Secretary of State. Hardknox is currently contracted with Pueblo County DSS and Pueblo Probation, providing therapeutic mentoring to high-risk kids in the community. We are also contracted with the Pueblo Library District, providing a chess program on Pueblo's East Side, which is a high gang traffic area. We also offer our chess program at the Rawlings Library two times per month. The chess programs are free and open to the public.

We provide therapeutic mentoring and group sessions, primarily to high risk youth in the community. Our community's youth deserve every chance to grow up safe, supported, and surrounded by positive influences. At **Hardknox Gang Prevention and Intervention**, we are committed to making that a reality for young people who are vulnerable to gang involvement or violence. Guided by our mission and vision, we provide **pro-social mentoring**, safe activities, and consistent guidance that help youth build confidence and develop healthier paths forward. Our programs teach essential skills such as **conflict resolution**, **communication**, and **alternatives to gang engagement**, empowering young people to make choices that protect their future.

Our program addresses some of the following:

- Provide activities that engage high risk kids and reinforce healthy engagement
- Engage youth in individual mentoring
- Promote safe events in the community for our youth and their families
- Provide meals, clothing, work attire, and other needs of the youth engaged in our program.
- Offer safe spaces for learning and growth
- Provide workshops and activities that build life skills
- Reduce violence and strengthen families

Mark A. Salazar
Mark A. Salazar, AAS, CAS CBGS

Executive Director

Hardknoxgangpreventionandintervention@gmail.com

<https://hardknoxpueblo.org/>

719-778-0770

Hardknox EIN: 47-4661090

The Hardknox Gang Prevention & Intervention
Board of Directors

Pamela Cook, MA, LPC, NCC. President of the Board of Directors for Hardknox Gang Prevention and Intervention.

Gayla Sykes, MA, LPC -Vice President of the Board of Directors for Hardknox Gang Prevention and Intervention.

Anne R. Cabibi, AAS, BA- Secretary/Treasurer, Retired State Probation Officer

Dawn (Didi) Conrad, MA-Board Member of the Board of Directors for Hardknox Gang Prevention, and Intervention.

William LeDoux. LPC - Board Member of the Board of Directors for Hardknox Gang Prevention and Intervention.

Micki McBride. Retired RN, LPC, CAS II. Board Member of the Board of Directors for Hardknox Gang Prevention and Intervention.



Gang Intervention and Prevention
Mark A. Salazar, A.A., CAS, CBGS
PO BOX 11231
PUEBLO, CO. 81001
<https://hardknoxpueblo.org/>

Mission Statement: *We seek to help at-risk youth entangled within today's gang culture take small steps, in big ways, that lead to big changes within their lives.*

Vision Statement: *To understand our youth and their perception of the world that surrounds them. Help our youth create new vision and new goals that challenge them beyond what they believed possible through a process of determination, focus and perseverance.*

The Hardknox Gang Prevention and Intervention program was officially founded in July 2015 as a 501C3, Nonprofit Corporation. Hardknox is licensed with the city of Pueblo and is in good standing with the CO Secretary of State. Hardknox is currently contracted with Pueblo County DSS and Pueblo Probation, providing therapeutic mentoring to high-risk kids in the community. We are also contracted with the Pueblo Library District, providing a chess program on Pueblo's East Side, which is a high gang traffic area. We also offer our chess program at the Rawlings Library two times per month. The chess programs are free and open to the public.

We provide therapeutic mentoring and group sessions, primarily to high risk youth in the community. Our community's youth deserve every chance to grow up safe, supported, and surrounded by positive influences. At **Hardknox Gang Prevention and Intervention**, we are committed to making that a reality for young people who are vulnerable to gang involvement or violence. Guided by our mission and vision, we provide **pro-social mentoring**, safe activities, and consistent guidance that help youth build confidence and develop healthier paths forward. Our programs teach essential skills such as **conflict resolution**, **communication**, and **alternatives to gang engagement**, empowering young people to make choices that protect their future.

Our program addresses some of the following:

- Provide activities that engage high risk kids and reinforce healthy engagement
- Engage youth in individual mentoring
- Promote safe events in the community for our youth and their families
- Provide meals, clothing, work attire, and other needs of the youth engaged in our program.
- Offer safe spaces for learning and growth
- Provide workshops and activities that build life skills
- Reduce violence and strengthen families

Gangs present a significant risk to the well-being and safety of the youth we serve. Many are being raised by grandparents or are in foster care due to their own parents being incarcerated or addicted to substances. Most are involved in the criminal justice system and/or the department of human services. Many of their own parents were gang members. In 2024, Pueblo saw 20 homicides. Many of those were directly or indirectly related to gangs. Pueblo's Mayor has cited the rate of increasing crime in Pueblo and has partnered with law enforcement to address crime and gang violence in the community. See link: <https://www.koaa.com/news/covering-colorado/eleven-homicides-in-pueblo-so-far-in-2024-authorities-say-its-an-86-increase-from-this-time-last-year> Further, the CDC recognizes youth violence as a health risk, and as such, lists violence prevention as "an urgent public health problem." Please see link: [Youth Violence | Violence Prevention | Injury Center | CDC](#) Our program takes a proactive approach attempting to reach high risk kids and begin to teach them conflict resolution, empathy, logical and critical thinking. Total kids served in 2026 through Pueblo Library District, Pueblo Probation, Pueblo County DSS: Over 2000. Services including groups, therapeutic mentoring and the chess programs.

**REFERRAL PROCESS: PLEASE SEND REFERRAL REQUESTS TO ANNE CABIBI:
ANNECABIBI@OUTLOOK.COM**

Mark's Disclosure and Criminal History

I am a former gang member, whose gang activity led me to serve 8.5 years in prison and 5 years mandatory parole. I was raised within the gang culture. At a young age, I always knew I would go to prison, I just didn't know for what or for how long. In my case, I shot a good partner of mine from the same neighborhood, after I felt he disrespected me in front of my mom. I was then shot five times by the police. During my time in prison, I decided not only to leave the gang lifestyle behind, but also to help those still struggling within the gang culture. I have educated numerous professionals about our gang problem here in Pueblo. I facilitated gang services to hundreds of youth and young adults. Gang involvement, poverty and substance use all go hand in hand. Gangs are a multi-generational & cultural issue. Youth who are gang affiliated tend to form a connection with me quickly, simply because I look like them and I speak their language. They trust in knowing that I already understand them before we even speak. As such, I am able to build a rapport with them. I am able to provide excellent references upon request.

- 1995 convicted of Assault in the 2nd Degree and Menacing with a Deadly Weapon, arising out of the same case. Sentenced to 10 years' Colorado Department of Corrections, followed by 5 years' mandatory parole. Served 8.5 years and successfully completed 5-year parole term.



HARDKNOX BOARD OF DIRECTORS

Pamela Cook, MA, LPC, NCC. President of the Board of Directors for Hardknox Gang Prevention and Intervention.

Gayla Sykes, MA, LPC -Vice President of the Board of Directors for Hardknox Gang Prevention and Intervention.

Anne R. Cabibi, AAS, BA, Retired State Probation Officer

Secretary/Treasurer

Dawn (Didi) Conrad, MA-Board Member of the Board of Directors for Hardknox Gang Prevention and Intervention.

William LeDoux. LPC - Board Member of the Board of Directors for Hardknox Gang Prevention and Intervention.

Micki McBride. Retired RN, LPC, CAS II. Board Member of the Board of Directors for Hardknox Gang Prevention and Intervention.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **AUG 31 2015**

HARDKNOX GANG PREVENTION AND
INTERVENTION
1225 LAKE AVENUE
PUERTO, CO 81004-0000

Employer Identification Number:
47-4661090
DLN:
26053639002565
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
July 30, 2015
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 5436

SIMPLE 990

 \$50.00 Paid

hardknoxgangprevention@gmail.com

Confirmation: #SIMP990NMHA2DYYJ7XO8BPFQH2ZXIBM

January 01, 2026

E-filing for 2025 Form 990-N

HARDKNOX GANG PREVENTION AND

\$50.00 USD

INTERVENTION 47-4661090

Total

\$50.00



The IRS Modernized e-File (MeF) Production system is in scheduled shutdown in preparation for the upcoming 2025 Filing Season (2026 Processing Season). Filings made after December 26th, 2025 will be held for submission until the MeF system begins processing and accepting electronic business returns for the new tax year. The IRS is currently scheduled to resume regular processing of business returns on January 15th, 2026, your filings are currently scheduled to be processed at that time.

In the meantime, you can disregard any other Form 990 series filing reminders you may receive until the e-file system comes back online -- you currently have the above Form 990 series notices or returns pending submission.

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,

HardKnox Gang Prevention and Intervention

is a

Nonprofit Corporation

formed or registered on 07/30/2015 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 20151494778 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/14/2026 that have been posted, and by documents delivered to this office electronically through 08/17/2026 @ 11:14:45 .

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 08/17/2026 @ 11:14:45 in accordance with applicable law. This certificate is assigned Confirmation Number 18915360 .



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
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
9/14/26	Assistance League of Pueblo - Holiday Fashion Preview		\$ 2,500.00		\$ 28,250.00
9/14/26	Hardknox Gang Intervention and Prevention		\$ 5,000.00		\$ 23,250.00



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: September 14, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Roger Gomez, Councilor
Ted Hernandez, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO THE BECKY BAKER FOUNDATION IN THE AMOUNT OF \$3,000 TO SPONSOR GIVING HEARTS TAKING PLACE FROM 10:00 AM TO 2:00 PM ON FRIDAYS AND SATURDAYS FROM NOVEMBER 20 TO DECEMBER 12, 2026, AT THE BECKY BAKER FOUNDATION SURVIVOR RESOURCE CENTER

SUMMARY:

Attached for consideration is a request for support of The Becky Baker Foundation in the amount of \$3,000 to sponsor Giving Hearts taking place from 10:00 am to 2:00 pm on Fridays and Saturdays from November 20 to December 12, 2026, at The Becky Baker Foundation Survivor Resource Center.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Members Roger Gomez and Ted Hernandez are requesting \$3,000 to sponsor The Becky Baker Foundation's Giving Hearts event. The event will take place from 10:00 am to 2:00 pm on Fridays and Saturdays from November 20 to December 12, 2026, at The Becky Baker Foundation Survivor Resource Center located at 4140 Club Manor Drive, Pueblo, 81008.

The Becky Baker Foundation is a 501(c)(3) whose mission is to change the national conversation around breast cancer from awareness to prevention.

They provide free education on the factors that can lead to a breast cancer diagnosis, including nutrition, stress, environment, and relationship dynamics, focusing on expanding awareness and, more importantly, prevention. They also provide dedicated

resources that meet the needs of those affected by breast cancer. A breast cancer diagnosis is very expensive, even with quality health insurance. For the underinsured or uninsured, a diagnosis can devastate the family. Mounting medical bills means many families are unable to afford important necessities, such as clothing, shoes, household items, personal care products, or baby and children's items.

The Becky Baker Foundation has partnered with The United Breast Cancer Foundation to help meet the needs of these families by creating the Becky Baker Foundation Survivors Resource Center where these families are able to select from hundreds of free items their families need, relieving some of the burden, fears, and financial constraints facing those battling breast cancer.

Sponsorship funds will be used to provide supplies for their Giving Hearts event, where children of breast cancer survivors are able to do holiday shopping for their family, have their gifts wrapped, and visit with Santa, free of charge.

The estimated cost to hold the event is \$56,651 and as of August 19, 2026, they had \$50,950 in committed donations. They also plan to apply for CSAC funds next year.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of \$3,000 would be paid from the Council Contingencies Account in the 2026 General Fund Budget to The Becky Baker 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 Members Roger Gomez and Ted Hernandez.

ATTACHMENTS:

1. Sponsorship Request Packet - Becky Baker Foundation - Giving Hearts
2. SOS - The Becky Baker Foundation - 8.18.26
3. 2026 Contingencies (Council) Becky Baker Foundation - Giving Hearts

RESOLUTION NO. 16427

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO THE BECKY BAKER FOUNDATION IN THE AMOUNT OF \$3,000 TO SPONSOR GIVING HEARTS TAKING PLACE FROM 10:00 AM TO 2:00 PM ON FRIDAYS AND SATURDAYS FROM NOVEMBER 20 TO DECEMBER 12, 2026, AT THE BECKY BAKER FOUNDATION SURVIVOR RESOURCE CENTER

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$3,000 from the Council Contingencies Account in the 2026 General Fund Budget is authorized to be paid to The Becky Baker Foundation to sponsor Giving Hearts taking place from 10:00 am to 2:00 pm on Fridays and Saturdays from November 20 to December 12, 2026, at The Becky Baker Foundation Survivor Resource 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: September 14, 2026

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Clyde Bishop
CITY CLERK

Sponsorship Request (COPY)

08/17/2026 5:31 PM (MDT)



Sponsorship Request

****Please submit requests at least one month in advance to allow for adequate processing time**

Please share the councilor(s) you have reached out to regarding your Sponsorship Request	Selena Ruiz-Gomez, Ted Hernandez, Roger Gonez
Requestor Name	Kathy Nicholls
Today's Date	08/17/2026
Requestor Phone	[REDACTED]
Requestor Email	[REDACTED]
Business/Organization Name	Becky Baker Foundation
Organization Website	https://beckybakerfoundation.org/
Please share your business or organizations mission/goals	Our Mission Breast Cancer Prevention We are changing the national conversation around breast cancer from awareness to prevention. To do this we provide free education on the factors that can lead to a breast cancer diagnosis, including nutrition, stress, environment, and relationship dynamics, focusing on expanding awareness and, more importantly, prevention. Provide dedicated resources that meet the needs of those affected by breast cancer A breast cancer diagnosis is very expensive, even with quality health insurance. For the underinsured or uninsured, a diagnosis can devastate the family. Mounting medical bills means many families are unable to afford important necessities, such as clothing, shoes, household items, personal care products, or baby and children's items. The Becky Baker Foundation has partnered with The United Breast Cancer Foundation to help meet the needs of these families by creating the Becky Baker Foundation Survivors Resource Center where these families are able to select from hundreds of free items their families need, relieving some of the burden, fears, and financial constraints facing those battling breast cancer.
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 - Adults - Families - Senior Citizens - Other
If other please explain	Breast cancer survivors and their families
How many individuals did your organization serve last year?	In the last 22 months, we have served over 13,000 families
Requested Amount	\$2000
Please describe how the contribution will be used	This will be used to sponsor our upcoming Giving Hearts event, running every Friday and Saturday from November 20 through December 12, 2026. This event will allow children of breast cancer survivors to come and do holiday shopping for their family, free of charge. It will teach them the value of giving to others and provide an experience many low income children do not get to experience at the holidays. Their gifts will be gift wrapped, they will make the gift tags, and then they will get to visit with Santa. The contribution will be used for supplies needed for the event.
Sponsorship Benefits	Social media recognition as well as recognition at the event and on our website.
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.	Photography for pictures with Santa, JS Photography, confirmed, \$8,000 in kind donation confirmed Santa services for 32 hours, @\$300/hour, Dave DeCenzo, \$9600 in kind donation confirmed United Breast Cancer Foundation, merchandise for shopping for 160 kids, \$16,000 in kind donation confirmed Nana's BBQ, lunch for volunteers x2 days, \$900 donation confirmed Wackos Snack Shack, lunch for volunteers 1 day, \$450 donation confirmed Wackos We are also reaching out to local food truck, restaurants and bakeries to provide lunch and donuts for breakfast for volunteers. Volunteers to assist and be holiday elves are being recruited from CSU-Pueblo leadership program. Also seeking donations for wrapping paper and supplies from Walmart and Sam's To date, we have committed donations totaling \$34,950 in value. Total budget for this event is \$40,651.
Sponsorship request for	Event

Updated Information provided via email by requestor on 8/19/26.

*Merchandise for shopping for 320 kids = \$32,000

*Total budget for this event is \$56,651

* Committed donations total - \$50,950 in value

Event Title	Giving Hearts		
Event Date	11/20/2026		
Event Start Time	10:00 AM (MDT)		
Event End Time	2:00 PM (MDT)		
Event Location	Becky Baker Foundation Survivor Resource Center		
Admission to this event is	Free		
What is the maximum capacity of your event?	160 *320 Updated Information provided via email by requestor on 8/19/26.		
Event Description:	This event will allow children of breast cancer survivors to come and do holiday shopping for their family, free of charge. It will teach them the value of giving to others and provide an experience many low income children do not get to experience at the holidays. Their gifts will be gift wrapped, they will make the gift tags, and then they will get to visit with Santa. The contribution will be used for supplies needed for the event.		
Was this event also held last year?	No		
Please provide the estimated cost to hold this event this year.	40651		
Does your organization hold multiple events per year?	Yes		
If yes, please list the event titles and a short description.	We offer free shopping events for breast cancer survivors three days per week at our resource center. Through our partnership with United Breast Cancer Foundation, shoppers are able to shop totally free for clothes, shoes, and household goods. We do a survivor's luncheon yearly in partnership with Texas Roadhouse every October, where survivors are celebrated. This event is funded by Texas Roadhouse.		

Please upload supporting documents such as sponsorship request letter, event flyer etc.



Hearts_of_Giving_Holiday_Elf_Volunteer_Flyer_Full_Page.pdf

Please upload your most recent 990 if applicable



2025-990_Exempt_Return_for_The_Becky_Baker_Foundat.pdf

Payment Details

Make check payable to Becky Baker Foubdation

Address 4041 Club Manor Drive
Pueblo, CO 81008

Phone Number 719-293-7450

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](#)



Hearts of Giving

A BECKY BAKER FOUNDATION

HOLIDAY SHOPPING EXPERIENCE

Join the Holiday Elf Team!

♥ HELP CHILDREN EXPERIENCE THE JOY OF GIVING. ♥



♥ Children from families affected by breast cancer will shop for gifts for the people they love with the help of our Holiday Elf volunteers. Your kindness will help create memories that last a lifetime while teaching children the joy of giving.

This is a fun and meaningful opportunity to help children discover the joy of giving.

VOLUNTEERS MAKE THE MAGIC HAPPEN!

Thank you for sharing your heart this holiday season!

♥ A DAY FILLED WITH GIVING, LOVE & HOLIDAY MAGIC! ♥



CHECK IN

Families check in and receive their Santa Shopping Passport.



SHOP

Kids shop for the people they love with the help of our Holiday Elves.



WRAP

Gifts are wrapped with care at our festive wrapping station.



TAG

Kids write special gift tags to make their gifts even more meaningful.



VISIT SANTA

Make memories and take photos with Santa.



TAKE HOME

Kids leave with wrapped gifts they chose themselves.



VOLUNTEER DATES

FRIDAYS & SATURDAYS
NOVEMBER 20 – DECEMBER 12

Volunteers are needed for all dates! ♥



WHAT YOU'LL DO

- ♥ Assist children with holiday shopping
- ♥ Help wrap gifts with care
- ♥ Make gift tags and share smiles
- ♥ Be part of something truly meaningful!



**YOUR TIME.
THEIR JOY.
A MEMORY THAT
LASTS A LIFETIME.**



HOW TO JOIN

Sign up today and be a Holiday Elf!

719-281-6669

✉ KNicholls@beckybakerfdn.org

We can't do this without you! ♥



TOGETHER, WE CAN MAKE THIS HOLIDAY SEASON ONE THEY NEVER FORGET. ♥

BECKY BAKER FOUNDATION SURVIVOR RESOURCE CENTER • HOPE. HELP. HEALING.

Form **8879-TE**

Department of the Treasury
Internal Revenue Service

**IRS E-file Signature Authorization
for a Tax-Exempt Entity**

For calendar year 2025, or fiscal year beginning _____, 2025, 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

2025

Name of filer
THE BECKY BAKER FOUNDATION

EIN or SSN
84-2047492

Name and title of officer or person subject to tax
**RICK BAKER
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	3,146,029.
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 2025 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 **CLIFTONLARSONALLEN LLP** to enter my PIN **47492**
ERO firm name Enter five numbers, but do not enter all zeros

as my signature on the tax year 2025 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 2025 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 *Rick Baker* Date **4/20/2026**

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.

84780255902
Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2025 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 **SARAH HINTZ** Date **04/17/26**

ERO Must Retain This Form - See Instructions

Do Not Submit This Form to the IRS Unless Requested To Do So

For Privacy Act and Paperwork Reduction Act Notice, see instructions. Form **8879-TE** (2025) Created 5/1/25

Form **8868**
(Rev. January 2025)

Department of the Treasury
Internal Revenue Service

**Application for Extension of Time To File an Exempt Organization
Return or Excise Taxes Related to Employee Benefit Plans**

File a separate application for each return.
Go to www.irs.gov/Form8868 for the latest information.

OMB No. 1545-0047

Electronic filing (e-file). You can electronically file Form 8868 to request up to a 6-month extension of time to file any of the forms listed below except for Form 8870, Information Return for Transfers Associated With Certain Personal Benefit Contracts. An extension request for Form 8870 must be sent to the IRS in a paper format (see instructions). For more details on the electronic filing of Form 8868, visit www.irs.gov/e-file-providers/e-file-for-charities-and-non-profits.

Caution: If you are going to make an electronic funds withdrawal (direct debit) with this Form 8868, see Form 8453-TE and Form 8879-TE for payment instructions.

All corporations required to file an income tax return other than Form 990-T (including 1120-C filers), partnerships, REMICs, and trusts must use Form 7004 to request an extension of time to file income tax returns.

Part I - Identification

Type or Print File by the due date for filing your return. See instructions.	Name of exempt organization, employer, or other filer, see instructions. THE BECKY BAKER FOUNDATION	Taxpayer identification number (TIN) 84-2047492
	Number, street, and room or suite no. If a P.O. box, see instructions. 75 SOUTH VILLA DEL SOL CRT	
	City, town or post office, state, and ZIP code. For a foreign address, see instructions. PUEBLO WEST, CO 81007	

Enter the Return Code for the return that this application is for (file a separate application for each return) **01**

Application Is For	Return Code	Application Is For	Return Code
Form 990 or Form 990-EZ	01	Form 4720 (other than individual)	09
Form 4720 (individual)	03	Form 5227	10
Form 990-PF	04	Form 6069	11
Form 990-T (sec. 401(a) or 408(a) trust)	05	Form 8870	12
Form 990-T (trust other than above)	06	Form 5330 (individual)	13
Form 990-T (corporation)	07	Form 5330 (other than individual)	14
Form 1041-A	08	Form 990-T (governmental entities)	15

• After you enter your Return Code, complete either Part II or Part III. Part III, including signature, is applicable only for an extension of time to file Form 5330.

• If this application is for an extension of time to file Form 5330, you must enter the following information.
 Plan Name _____
 Plan Number _____
 Plan Year Ending (MM/DD/YYYY) _____

Part II - Automatic Extension of Time To File for Exempt Organizations (see instructions)

The books are in the care of **RICK BAKER**
75 SOUTH VILLA DEL SOL CRT - PUEBLO WEST, CO 81007

Telephone No. **808-333-4756** Fax No. _____

• If the organization does not have an office or place of business in the United States, check this box ☐
 • If this is for a Group Return, enter the organization's four-digit Group Exemption Number (GEN) _____. If this is for the whole group, check this box ☐. If it is for part of the group, check this box ☐ and attach a list with the names and TINs of all members the extension is for.

1 I request an automatic 6-month extension of time until **NOVEMBER 15**, 20 **26**, to file the exempt organization return for the organization named above. The extension is for the organization's return for:
☒ calendar year 20 **25** or
☐ tax year beginning _____, 20 _____, and ending _____, 20 _____

2 If the tax year entered in line 1 is for less than 12 months, check reason: ☐ Initial return ☐ Final return
☐ Change in accounting period

3a If this application is for Forms 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions.	3a	\$	0.
b If this application is for Forms 990-PF, 990-T, 4720, or 6069, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit.	3b	\$	0.
c Balance due. Subtract line 3b from line 3a. Include your payment with this form, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions.	3c	\$	0.

For Privacy Act and Paperwork Reduction Act Notice, see instructions. Form **8868** (Rev. 1-2025)

Form **990**

Department of the Treasury
Internal Revenue Service

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
2025
Open to Public Inspection

A For the **2025** calendar year, or tax year beginning and ending

B Check if applicable:
☐ Address change
☐ Name change
☐ Initial return
☐ Final return/terminated
☐ Amended return
☐ Application pending

C Name of organization
THE BECKY BAKER FOUNDATION
Doing business as
Number and street (or P.O. box if mail is not delivered to street address) Room/suite
75 SOUTH VILLA DEL SOL CRT
City or town, state or province, country, and ZIP or foreign postal code
PUEBLO WEST, CO 81007
F Name and address of principal officer: **RICK BAKER**
SAME AS C ABOVE

D Employer identification number
84-2047492
E Telephone number
808-333-4756
G Gross receipts \$ **3,146,029.**
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: **HTTPS://BECKYBAKERFOUNDATION.ORG/**
K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other
L Year of formation: **2019** **M** State of legal domicile: **CO**

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities: **OFFER FREE MONTHLY SHOPPING TO FAMILIES AFFECTED BY BREAST CANCER.**
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**
4 Number of independent voting members of the governing body (Part VI, line 1b) **4**
5 Total number of individuals employed in calendar year 2025 (Part V, line 2a) **0**
6 Total number of volunteers (estimate if necessary) **5**
7 a Total unrelated business revenue from Part VIII, column (C), line 12 **0.**
b Net unrelated business taxable income from Form 990-T, Part I, line 11 **0.**

Revenue

	Prior Year	Current Year
8 Contributions and grants (Part VIII, line 1h)	7,750.	3,146,029.
9 Program service revenue (Part VIII, line 2g)	0.	0.
10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	0.	0.
11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	-1,407.	0.
12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	6,343.	3,146,029.

Expenses

13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	2,893,929.
14 Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	0.	0.
16a Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
b Total fundraising expenses (Part IX, column (D), line 25)	0.	
17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	2,924.	28,684.
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	2,924.	2,922,613.
19 Revenue less expenses. Subtract line 18 from line 12	3,419.	223,416.

Net Assets or Fund Balances

	Beginning of Current Year	End of Year
20 Total assets (Part X, line 16)	3,963.	247,738.
21 Total liabilities (Part X, line 26)	48,300.	68,659.
22 Net assets or fund balances. Subtract line 21 from line 20	-44,337.	179,079.

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.

Signed by
Rick Baker
Signature of officer
RICK BAKER, EXECUTIVE DIRECTOR
Type or print name and title

4/20/2026
Date

Paid
Preparer's name
SARAH HINTZ
Preparer's signature
SARAH HINTZ
Date
04/17/26
Check if self-employed ☐
PTIN
P00492291

Preparer Use Only
Firm's name
CLIFTONLARSONALLEN LLP
Firm's EIN
41-0746749
Firm's address
121 SOUTH TEJON STREET, SUITE 1100
COLORADO SPRINGS, CO 80903
Phone no.
719-635-0330

Form 990 (2025)

THE BECKY BAKER FOUNDATION

84-2047492

Page 2

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III ☒ **X**

1 Briefly describe the organization's mission:

OFFER FREE MONTHLY SHOPPING TO FAMILIES AFFECTED BY BREAST CANCER.
THE STORE PROVIDES CLOTHING, SHOES, HOUSEHOLD GOODS, BABY ITEMS, AND
PERSONAL CARE PRODUCTS AT NO COST.

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 \$ 2,916,664. including grants of \$ 2,893,929.) (Revenue \$ 0.)

A BREAST CANCER DIAGNOSIS IS VERY EXPENSIVE, EVEN WITH QUALITY HEALTH
INSURANCE. FOR THE UNDERINSURED OR UNINSURED, A DIAGNOSIS CAN DEVASTATE
THE FAMILY. AS A RESULT, MANY FAMILIES GO WITHOUT SIMPLE NECESSITIES
SUCH AS CLOTHING, SHOES, HOUSEHOLD ITEMS, PERSONAL CARE PRODUCTS, OR
BABY AND CHILDREN ITEMS.

THE BECKY BAKER FOUNDATION RESOURCE CENTER OFFERS FREE MONTHLY SHOPPING
TO FAMILIES AFFECTED BY BREAST CANCER. THE STORE PROVIDES CLOTHING,
SHOES, HOUSEHOLD GOODS, BABY ITEMS, AND PERSONAL CARE PRODUCTS AT NO
COST.

THIS IS THE ONLY STORE OF ITS KIND IN THE NATION. OPEN TO ANYONE

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 2,916,664.

Form **990** (2025)

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)? <i>If "Yes," complete Schedule A</i>	1 X	
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> ? 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? <i>If "Yes," complete Schedule C, Part I</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? <i>If "Yes," complete Schedule C, Part II</i>	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? <i>If "Yes," complete Schedule C, Part III</i>	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? <i>If "Yes," complete Schedule D, Part I</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? <i>If "Yes," complete Schedule D, Part II</i>	7	X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>	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? <i>If "Yes," complete Schedule D, Part IV</i>	9	X
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi-endowments? <i>If "Yes," complete Schedule D, Part V</i>	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? <i>If "Yes," complete Schedule D, Part VI</i>	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? <i>If "Yes," complete Schedule D, Part VII</i>	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? <i>If "Yes," complete Schedule D, Part VIII</i>	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? <i>If "Yes," complete Schedule D, Part IX</i>	11d	X
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>	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)? <i>If "Yes," complete Schedule D, Part X</i>	11f	X
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>	12a	X
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>	12b	X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>	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? <i>If "Yes," complete Schedule F, Parts I and IV</i>	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? <i>If "Yes," complete Schedule F, Parts II and IV</i>	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? <i>If "Yes," complete Schedule F, Parts III and IV</i>	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? <i>If "Yes," complete Schedule G, Part I. See instructions</i>	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? <i>If "Yes," complete Schedule G, Part II</i>	18	X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>	19	X
20a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>	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? <i>If "Yes," complete Schedule I, Parts I and II</i>	21	X

Form 990 (2025)

THE BECKY BAKER FOUNDATION

84-2047492

Page 4

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? <i>If "Yes," complete Schedule I, Parts I and III</i>	X	
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? <i>If "Yes," complete Schedule J</i>		X
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? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i>		X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
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?		
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
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? <i>If "Yes," complete Schedule L, Part I</i>		X
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? <i>If "Yes," complete Schedule L, Part I</i>		X
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? <i>If "Yes," complete Schedule L, Part II</i>	X	
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? <i>If "Yes," complete Schedule L, Part III</i>		X
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? <i>If "Yes," complete Schedule L, Part IV</i>		X
b A family member of any individual described in line 28a? <i>If "Yes," complete Schedule L, Part IV</i>		X
c A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? <i>If "Yes," complete Schedule L, Part IV</i>		X
29 Did the organization receive more than \$25,000 in noncash contributions? <i>If "Yes," complete Schedule M</i>	X	
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>		X
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? <i>If "Yes," complete Schedule R, Part I</i>		X
34 Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i>		X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
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)? <i>If "Yes," complete Schedule R, Part V, line 2</i>		
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>		X
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? <i>If "Yes," complete Schedule R, Part VI</i>		X
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	X	

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		
b Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable		
c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		

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	0
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	X
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	X
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	X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b	X
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	X
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	X
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 8822?	7c	X
d	If "Yes," indicate the number of Forms 8822 filed during the year	7d	
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e	X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f	X
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	X
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	X
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	X
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	

Form 990 (2025)

THE BECKY BAKER FOUNDATION

84-2047492 Page 6

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	1a 5		
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.			
b Enter the number of voting members included on line 1a, above, who are independent	1b 5		
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		X
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		X
4 Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4		X
5 Did the organization become aware during the year of a significant diversion of the organization's assets?	5		X
6 Did the organization have members or stockholders?	6		X
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		X
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		X
8 Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:			
a The governing body?	8a	X	
b Each committee with authority to act on behalf of the governing body?	8b		X
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		X

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	X
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 X	
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	X
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	X
14 Did the organization have a written document retention and destruction policy?	14	X
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	X
b Other officers or key employees of the organization	15b	X
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	X
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 NONE

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
RICK BAKER - 808-333-4756
75 SOUTH VILLA DEL SOL CRT, PUEBLO WEST, CO 81007

Form 990 (2025)

THE BECKY BAKER FOUNDATION

84-2047492

Page 9

Part VIII Statement of RevenueCheck 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	1 a Federated campaigns	1a					
	b Membership dues	1b					
	c Fundraising events	1c					
	d Related organizations	1d					
	e Government grants (contributions)	1e					
	f All other contributions, gifts, grants, and similar amounts not included above ...	1f	3,146,029.				
	g Noncash contributions included in lines 1a-1f	1g	\$3,123,429.				
	h Total. Add lines 1a-1f				3,146,029.		
Program Service Revenue			Business Code				
	2 a						
	b						
	c						
	d						
	e						
	f All other program service revenue						
	g Total. Add lines 2a-2f						
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)						
	4 Income from investment of tax-exempt bond proceeds						
	5 Royalties						
	6 a Gross rents	6a	(i) Real	(ii) Personal			
	b Less: rental expenses	6b					
	c Rental income or (loss)	6c					
	d Net rental income or (loss)						
	7 a Gross amount from sales of assets other than inventory	7a	(i) Securities	(ii) Other			
	b Less: cost or other basis and sales expenses	7b					
	c Gain or (loss)	7c					
	d Net gain or (loss)						
	8 a Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18	8a					
	b Less: direct expenses	8b					
	c Net income or (loss) from fundraising events						
	9 a Gross income from gaming activities. See Part IV, line 19	9a					
b Less: direct expenses	9b						
c Net income or (loss) from gaming activities							
10 a Gross sales of inventory, less returns and allowances	10a						
b Less: cost of goods sold	10b						
c Net income or (loss) from sales of inventory							
Miscellaneous Revenue			Business Code				
	11 a						
	b						
	c						
	d All other revenue						
	e Total. Add lines 11a-11d						
12 Total revenue. See instructions				3,146,029.	0.	0.	0.

Form 990 (2025)

THE BECKY BAKER FOUNDATION

84-2047492 Page 10

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	2,893,929.	2,893,929.		
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				
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				
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes				
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting	2,669.		2,669.	
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 Sch O.)				
12 Advertising and promotion	3,900.	3,900.		
13 Office expenses	2,880.		2,880.	
14 Information technology				
15 Royalties	400.		400.	
16 Occupancy				
17 Travel	2,600.	2,600.		
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization				
23 Insurance				
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 SUPPLIES	13,935.	13,935.		
b OTHER EXPENSES	2,300.	2,300.		
c				
d				
e All other expenses				
25 Total functional expenses. Add lines 1 through 24e	2,922,613.	2,916,664.	5,949.	0.
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)				

Form 990 (2025)

THE BECKY BAKER FOUNDATION

84-2047492 Page 11

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	3,963.	1	9,200.
	2 Savings and temporary cash investments		2	
	3 Pledges and grants receivable, net		3	
	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		8	238,538.
	9 Prepaid expenses and deferred charges		9	
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a		
	b Less: accumulated depreciation	10b	10c	
	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	
16 Total assets. Add lines 1 through 15 (must equal line 33)	3,963.	16	247,738.	
Liabilities	17 Accounts payable and accrued expenses		17	
	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	19,347.
	23 Secured mortgages and notes payable to unrelated third parties		23	
	24 Unsecured notes and loans payable to unrelated third parties	48,300.	24	49,312.
	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		25	
	26 Total liabilities. Add lines 17 through 25	48,300.	26	68,659.
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	-44,337.	27	179,079.
	28 Net assets with donor restrictions		28	
	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	-44,337.	32	179,079.
	33 Total liabilities and net assets/fund balances	3,963.	33	247,738.

Form 990 (2025)

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	3,146,029.
2	Total expenses (must equal Part IX, column (A), line 25)	2	2,922,613.
3	Revenue less expenses. Subtract line 2 from line 1	3	223,416.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	-44,337.
5	Net unrealized gains (losses) on investments	5	
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	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	179,079.

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?		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?		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?		
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?		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		

Form 990 (2025)

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

2025

Open to Public
Inspection

Name of the organization	Employer identification number
THE BECKY BAKER FOUNDATION	84-2047492

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? | | (v) Amount of monetary support (see instructions) | (vi) Amount of other support (see instructions) |
|------------------------------------|----------|---|---|----|---|---|
| | | | Yes | No | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Total | | | | | | |
- LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

532021 12-10-25

Schedule A (Form 990) 2025 Created 4/11/25
- Page 558 of 970

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) 2021	(b) 2022	(c) 2023	(d) 2024	(e) 2025	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	111,290.	165,777.	55,578.	7,750.	3146029.	3486424.
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	111,290.	165,777.	55,578.	7,750.	3146029.	3486424.
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.						3486424.

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2021	(b) 2022	(c) 2023	(d) 2024	(e) 2025	(f) Total
7 Amounts from line 4	111,290.	165,777.	55,578.	7,750.	3146029.	3486424.
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	92.					92.
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						3486516.
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 2025 (line 6, column (f), divided by line 11, column (f))	14	100.00	%
15 Public support percentage from 2024 Schedule A, Part II, line 14	15	84.63	%
16a 33 1/3% support test - 2025. 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 - 2024. 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 - 2025. 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 - 2024. 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) 2021	(b) 2022	(c) 2023	(d) 2024	(e) 2025	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
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						
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						
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.)						

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2021	(b) 2022	(c) 2023	(d) 2024	(e) 2025	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
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.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						

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 2025 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2024 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2025 (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from 2024 Schedule A, Part III, line 17	18	%

19a 33 1/3% support tests - 2025. 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 - 2024. 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.		
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).		
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.		
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.		
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.		
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.		
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.		
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.		
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).		
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?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
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.		
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).		
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).		
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.		
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.		
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.		
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.		
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.)		

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 supported organization. Describe in Part VI how you supported a governmental supported organization (see instructions).			
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 its supported organization(s)? 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 each of its supported organizations, and how the organization determined that these activities constituted substantially all of its activities.	Yes	No	
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, 3b, and 3c below.			
a Are the organization and its supported organization(s) part of an integrated system (for example, a hospital system)? If "Yes," provide details in Part VI.			
3a			
b Did the organization direct 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			
c Did the organization have the power to regularly appoint or elect (and remove) a majority of the officers, directors, or trustees of each of the supported organizations? If "Yes" or "No," provide details in Part VI.			
3c			

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 (<i>explain in detail in Part VI</i>):		
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 - <i>provide details in Part VI</i>)	5
6	Total annual distributions. Add lines 1 through 5.	6
7	Distributions to attentive supported organizations to which the organization is responsive (<i>provide details in Part VI</i>). See instructions.	7
8	Distributable amount for 2025 from Section C, line 6	8
9	Line 7 amount divided by line 8 amount	9

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2025	(iii) Distributable Amount for 2025
1	Distributable amount for 2025 from Section C, line 6		
2	Underdistributions, if any, for years prior to 2025 (reasonable cause required - <i>explain in Part VI</i>). See instructions.		
3	Excess distributions carryover, if any, to 2025		
a	From 2020		
b	From 2021		
c	From 2022		
d	From 2023		
e	From 2024		
f	Total of lines 3a through 3e		
g	Applied to under distributions of prior years		
h	Applied to 2025 distributable amount		
i	Carryover from 2020 not applied (see instructions)		
j	Remainder. Subtract lines 3g, 3h, and 3i from line 3f.		
4	Distributions for 2025 from Section D, line 6: \$		
a	Applied to underdistributions of prior years		
b	Applied to 2025 distributable amount		
c	Remainder. Subtract lines 4a and 4b from line 4.		
5	Remaining underdistributions for years prior to 2025, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, <i>explain in Part VI</i> . See instructions.		
6	Remaining underdistributions for 2025. Subtract lines 3h and 4b from line 1. For result greater than zero, <i>explain in Part VI</i> . See instructions.		
7	Excess distributions carryover to 2026. Add lines 3j and 4c.		
8	Breakdown of line 7:		
a	Excess from 2021		
b	Excess from 2022		
c	Excess from 2023		
d	Excess from 2024		
e	Excess from 2025		

Schedule A (Form 990) 2025

Schedule B
(Form 990)

(Rev. December 2024)
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

Name of the organization	Employer identification number
THE BECKY BAKER FOUNDATION	84-2047492

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 33 1/3% 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	Employer identification number
THE BECKY BAKER FOUNDATION	84-2047492

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	UNITED BREAST CANCER FOUNDATION 223 WALL ST, SUITE 368 HUNTINGTON, NY 11743	\$ 3,123,429.	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.)
		\$	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
		\$	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)

Name of organization	Employer identification number
THE BECKY BAKER FOUNDATION	84-2047492

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 info. once.) \$ _____
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 I
(Form 990)

(Rev. December 2024)
Department of the Treasury
Internal Revenue Service

Grants and Other Assistance to Organizations,
Governments, and Individuals in the United States

Complete if the organization answered "Yes" on Form 990, Part IV, line 21 or 22.
Attach to Form 990.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

Open to Public
Inspection

Name of the organization

THE BECKY BAKER FOUNDATION

Employer identification number
84-2047492

Part I General Information on Grants and Assistance

1 Does the organization maintain records to substantiate the amount of the grants or assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance? ☒ Yes ☐ No

2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

Part II Grants and Other Assistance to Domestic Organizations and Domestic Governments. Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than \$5,000. Part II can be duplicated if additional space is needed.

1 (a) Name and address of organization or government	(b) EIN	(c) IRC section (if applicable)	(d) Amount of cash grant	(e) Amount of noncash assistance	(f) Method of valuation (book, FMV, appraisal, other)	(g) Description of noncash assistance	(h) Purpose of grant or assistance

2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table

3 Enter total number of other organizations listed in the line 1 table

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule I (Form 990) (Rev. 12-2024)

Part III

Grants and Other Assistance to Domestic Individuals.
Part III can be duplicated if additional space is needed.

Complete if the organization answered "Yes" on Form 990, Part IV, line 22.

(a) Type of grant or assistance	(b) Number of recipients	(c) Amount of cash grant	(d) Amount of non-cash assistance	(e) Method of valuation (book, FMV, appraisal, other)	(f) Description of noncash assistance
HOUSEHOLD GOODS, CLOTHING, BASIC NECESSITIES	5034	0.	2,893,429.	FMV	HOUSEHOLD GOODS

Part IV

Supplemental Information. Provide the information required in Part I, line 2; Part III, column (b); and any other additional information.

PART I, LINE 2:
NONCASH GOODS ARE PROVIDED TO ELILGIBLE FAMILIES BY SHOPPING AT THE STORE.
THESE GOODS ARE PROVIDED FREE OF CHARGE AND NO ADDITIONAL MONITORING IS
DEEMED NECESSARY.

SCHEDULE L
(Form 990)

(Rev. December 2024)

Department of the Treasury
Internal Revenue Service

Transactions With Interested Persons

Complete if the organization answered "Yes" on Form 990, Part IV, line 25a, 25b, 26, 27, 28a, 28b, or 28c; or Form 990-EZ, Part V, line 38a or 40b.

Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

Open to Public
Inspection

Name of the organization	THE BECKY BAKER FOUNDATION	Employer identification number	84-2047492
--------------------------	----------------------------	--------------------------------	------------

Part I Excess Benefit Transactions (section 501(c)(3), section 501(c)(4), and section 501(c)(29) organizations only)

Complete if the organization answered "Yes" on Form 990, Part IV, line 25a or 25b; or Form 990-EZ, Part V, line 40b.

1 (a) Name of disqualified person	(b) Relationship between disqualified person and organization	(c) Description of transaction	(d) Corrected?	
			Yes	No
(1)				
(2)				
(3)				
(4)				
(5)				
(6)				

2	Enter the amount of tax incurred by the organization managers or disqualified persons during the year under section 4958	\$	
3	Enter the amount of tax, if any, on line 2, above, reimbursed by the organization	\$	

Part II Loans to and/or From Interested Persons

Complete if the organization answered "Yes" on Form 990-EZ, Part V, line 38a, or Form 990, Part IV, line 26; or if the organization reported an amount on Form 990, Part X, line 5, 6, or 22.

(a) Name of interested person	(b) Relationship with organization	(c) Purpose of loan	(d) Loan to or from the organization?		(e) Original principal amount	(f) Balance due	(g) In default?		(h) Approved by board or committee?		(i) Written agreement?	
			To	From			Yes	No	Yes	No	Yes	No
(1) RICK BAKER	EXECUTIVE	OPERATION	X		20,000.	19,347.		X	X			X
(2)												
(3)												
(4)												
(5)												
(6)												
(7)												
(8)												
(9)												
(10)												
Total						\$ 19,347.						

Part III Grants or Assistance Benefiting Interested Persons

Complete if the organization answered "Yes" on Form 990, Part IV, line 27.

(a) Name of interested person	(b) Relationship between interested person and the organization	(c) Amount of assistance	(d) Type of assistance	(e) Purpose of assistance
(1)				
(2)				
(3)				
(4)				
(5)				
(6)				
(7)				
(8)				
(9)				
(10)				

SEE PART V FOR CONTINUATIONS

Part IV Business Transactions Involving Interested Persons

Complete if the organization answered "Yes" on Form 990, Part IV, line 28a, 28b, or 28c.

Complete if the organization answered "Yes" on Form 990, Part IV, line 20a, 20b, or 20c.					
(a) Name of interested person	(b) Relationship between interested person and the organization	(c) Amount of transaction	(d) Description of transaction	(e) Sharing of organization's revenues?	
				Yes	No
(1)					
(2)					
(3)					
(4)					
(5)					
(6)					
(7)					
(8)					
(9)					
(10)					

Part V	Supplemental Information
---------------	---------------------------------

Provide additional information for responses to questions on Schedule L. See instructions.

SCHEDULE L, PART II, LOANS TO AND FROM INTERESTED PERSONS:

(A) NAME OF PERSON: RICK BAKER

(B) RELATIONSHIP WITH ORGANIZATION: EXECUTIVE DIRECTOR

(C) PURPOSE OF LOAN: OPERATIONAL FUNDS

SCHEDULE M
(Form 990)

Noncash Contributions

OMB No. 1545-0047

2025

Open to Public
Inspection

Complete if the organizations answered "Yes" on Form 990, Part IV, line 29 or 30.
Attach to Form 990.

Go to www.irs.gov/Form990 for instructions and the latest information.

Department of the Treasury
Internal Revenue Service

Name of the organization	Employer identification number
THE BECKY BAKER FOUNDATION	84-2047492

Part I Types of Property

	(a) Check if applicable	(b) Number of contributions or items contributed	(c) Noncash contribution amounts reported on Form 990, Part VIII, line 1g	(d) Method of determining noncash contribution amounts
1 Art - Works of art				
2 Art - Historical treasures				
3 Art - Fractional interests				
4 Books and publications				
5 Clothing and household goods	X		3,123,429.	FMV
6 Cars and other vehicles				
7 Boats and planes				
8 Intellectual property				
9 Securities - Publicly traded				
10 Securities - Closely held stock				
11 Securities - Partnership, LLC, or trust interests				
12 Securities - Miscellaneous				
13 Qualified conservation contribution - Historic structures				
14 Qualified conservation contribution - Other				
15 Real estate - Residential				
16 Real estate - Commercial				
17 Real estate - Other				
18 Collectibles				
19 Food inventory				
20 Drugs and medical supplies				
21 Taxidermy				
22 Historical artifacts				
23 Scientific specimens				
24 Archeological artifacts				
25 Other ()				
26 Other ()				
27 Other ()				
28 Other ()				

29 Number of Forms 8283 received by the organization during the tax year for contributions for which the organization completed Form 8283, Part V, Donee Acknowledgment	29	0
---	----	---

30a During the year, did the organization receive by contribution any property reported in Part I, lines 1 through 28, that it must hold for at least 3 years from the date of the initial contribution, and which isn't required to be used for exempt purposes for the entire holding period?	Yes	No
30a		X
b If "Yes," describe the arrangement in Part II.		
31 Does the organization have a gift acceptance policy that requires the review of any nonstandard contributions?	Yes	No
31		X
32a Does the organization hire or use third parties or related organizations to solicit, process, or sell noncash contributions?	Yes	No
32a		X
b If "Yes," describe in Part II.		
33 If the organization didn't report an amount in column (c) for a type of property for which column (a) is checked, describe in Part II.		

Part II

Supplemental Information.

Provide the information required by Part I, lines 30b, 32b, and 33, and whether the organization is reporting in Part I, column (b), the number of contributions, the number of items received, or a combination of both. Also, complete this part for any additional information.

SCHEDULE M, PART I, COLUMN (B):

ALL DONATIONS WERE RECEIVED FROM 1 CONTRIBUTOR.

Form **8868**
(Rev. January 2025)

Department of the Treasury
Internal Revenue Service

**Application for Extension of Time To File an Exempt Organization
Return or Excise Taxes Related to Employee Benefit Plans**

File a separate application for each return.
Go to www.irs.gov/Form8868 for the latest information.

OMB No. 1545-0047

Electronic filing (e-file). You can electronically file Form 8868 to request up to a 6-month extension of time to file any of the forms listed below except for Form 8870, Information Return for Transfers Associated With Certain Personal Benefit Contracts. An extension request for Form 8870 must be sent to the IRS in a paper format (see instructions). For more details on the electronic filing of Form 8868, visit www.irs.gov/e-file-providers/e-file-for-charities-and-non-profits.

Caution: If you are going to make an electronic funds withdrawal (direct debit) with this Form 8868, see Form 8453-TE and Form 8879-TE for payment instructions.

All corporations required to file an income tax return other than Form 990-T (including 1120-C filers), partnerships, REMICs, and trusts must use Form 7004 to request an extension of time to file income tax returns.

Part I - Identification

Type or Print File by the due date for filing your return. See instructions.	Name of exempt organization, employer, or other filer, see instructions. THE BECKY BAKER FOUNDATION	Taxpayer identification number (TIN) 84-2047492
	Number, street, and room or suite no. If a P.O. box, see instructions. 75 SOUTH VILLA DEL SOL CRT	
	City, town or post office, state, and ZIP code. For a foreign address, see instructions. PUEBLO WEST, CO 81007	

Enter the Return Code for the return that this application is for (file a separate application for each return) **01**

Application Is For	Return Code	Application Is For	Return Code
Form 990 or Form 990-EZ	01	Form 4720 (other than individual)	09
Form 4720 (individual)	03	Form 5227	10
Form 990-PF	04	Form 6069	11
Form 990-T (sec. 401(a) or 408(a) trust)	05	Form 8870	12
Form 990-T (trust other than above)	06	Form 5330 (individual)	13
Form 990-T (corporation)	07	Form 5330 (other than individual)	14
Form 1041-A	08	Form 990-T (governmental entities)	15

- After you enter your Return Code, complete either Part II or Part III. Part III, including signature, is applicable only for an extension of time to file Form 5330.
- If this application is for an extension of time to file Form 5330, you must enter the following information.
Plan Name _____
Plan Number _____
Plan Year Ending (MM/DD/YYYY) _____

Part II - Automatic Extension of Time To File for Exempt Organizations (see instructions)

The books are in the care of **RICK BAKER**
75 SOUTH VILLA DEL SOL CRT - PUEBLO WEST, CO 81007
Telephone No. **808-333-4756** Fax No. _____

- If the organization does not have an office or place of business in the United States, check this box ☐
- If this is for a Group Return, enter the organization's four-digit Group Exemption Number (GEN) _____. If this is for the whole group, check this box ☐. If it is for part of the group, check this box ☐ and attach a list with the names and TINs of all members the extension is for.

1 I request an automatic 6-month extension of time until **NOVEMBER 15**, 20 **26**, to file the exempt organization return for the organization named above. The extension is for the organization's return for:
☒ calendar year 20 **25** or
☐ tax year beginning _____, 20 _____, and ending _____, 20 _____

2 If the tax year entered in line 1 is for less than 12 months, check reason: ☐ Initial return ☐ Final return
☐ Change in accounting period

3a If this application is for Forms 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions.	3a	\$	0.
b If this application is for Forms 990-PF, 990-T, 4720, or 6069, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit.	3b	\$	0.
c Balance due. Subtract line 3b from line 3a. Include your payment with this form, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions.	3c	\$	0.

For Privacy Act and Paperwork Reduction Act Notice, see instructions. Form **8868** (Rev. 1-2025)

Form 990 Department of the Treasury Internal Revenue Service	Return of Organization Exempt From Income Tax	OMB No. 1545-0047
	2025	
	Open to Public Inspection	

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.

A For the 2025 calendar year, or tax year beginning		and ending	
B Check if applicable: ☐ Address change ☐ Name change ☐ Initial return ☐ Final return/terminated ☐ Amended return ☐ Application pending	C Name of organization THE BECKY BAKER FOUNDATION		D Employer identification number 84-2047492
	Doing business as		E Telephone number 808-333-4756
	Number and street (or P.O. box if mail is not delivered to street address) Room/suite 75 SOUTH VILLA DEL SOL CRT		
	City or town, state or province, country, and ZIP or foreign postal code PUEBLO WEST, CO 81007		G Gross receipts \$ 3,146,029.
	F Name and address of principal officer: RICK BAKER SAME AS C ABOVE		H(a) Is this a group return for subordinates? ☐ Yes ☒ No
	I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) () (insert no.) ☐ 4947(a)(1) or ☐ 527		H(b) Are all subordinates included? ☐ Yes ☐ No If "No," attach a list. See instructions
J Website: HTTPS://BECKYBAKERFOUNDATION.ORG/		H(c) Group exemption number	
K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other		L Year of formation: 2019	M State of legal domicile: CO

Part I Summary			
Activities & Governance	1	Briefly describe the organization's mission or most significant activities: OFFER FREE MONTHLY SHOPPING TO FAMILIES AFFECTED BY BREAST CANCER.	
	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)	5
	4	Number of independent voting members of the governing body (Part VI, line 1b)	5
	5	Total number of individuals employed in calendar year 2025 (Part V, line 2a)	0
	6	Total number of volunteers (estimate if necessary)	5
	7 a	Total unrelated business revenue from Part VIII, column (C), line 12	0.
	b	Net unrelated business taxable income from Form 990-T, Part I, line 11	0.
Revenue	8	Contributions and grants (Part VIII, line 1h)	7,750.
	9	Program service revenue (Part VIII, line 2g)	0.
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	0.
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	-1,407.
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	6,343.
	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)	0.
15		Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	0.
16a		Professional fundraising fees (Part IX, column (A), line 11e)	0.
b		Total fundraising expenses (Part IX, column (D), line 25)	0.
17		Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	2,924.
18		Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	2,924.
19		Revenue less expenses. Subtract line 18 from line 12	3,419.
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	3,963.
	21	Total liabilities (Part X, line 26)	48,300.
	22	Net assets or fund balances. Subtract line 21 from line 20	-44,337.

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			4/20/2026	
	Signature of officer		Date	
	RICK BAKER, EXECUTIVE DIRECTOR Type or print name and title			
Paid Preparer Use Only	Preparer's name SARAH HINTZ	Preparer's signature SARAH HINTZ	Date 04/17/26	Check if self-employed ☐ PTIN P00492291
	Firm's name CLIFTONLARSONALLEN LLP	Firm's EIN 41-0746749		
	Firm's address 121 SOUTH TEJON STREET, SUITE 1100 COLORADO SPRINGS, CO 80903		Phone no. 719-635-0330	

May the IRS discuss this return with the preparer shown above? See instructions ☒ Yes ☐ No

LHA For Paperwork Reduction Act Notice, see the separate instructions. 532001 12-15-25 Form **990** (2025) Created 4/30/25

Form 990 (2025)

THE BECKY BAKER FOUNDATION

84-2047492

Page 3

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)? <i>If "Yes," complete Schedule A</i>	1 X	
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> ? 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? <i>If "Yes," complete Schedule C, Part I</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? <i>If "Yes," complete Schedule C, Part II</i>	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? <i>If "Yes," complete Schedule C, Part III</i>	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? <i>If "Yes," complete Schedule D, Part I</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? <i>If "Yes," complete Schedule D, Part II</i>	7	X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>	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? <i>If "Yes," complete Schedule D, Part IV</i>	9	X
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi-endowments? <i>If "Yes," complete Schedule D, Part V</i>	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? <i>If "Yes," complete Schedule D, Part VI</i>	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? <i>If "Yes," complete Schedule D, Part VII</i>	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? <i>If "Yes," complete Schedule D, Part VIII</i>	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? <i>If "Yes," complete Schedule D, Part IX</i>	11d	X
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>	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)? <i>If "Yes," complete Schedule D, Part X</i>	11f	X
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>	12a	X
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>	12b	X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>	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? <i>If "Yes," complete Schedule F, Parts I and IV</i>	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? <i>If "Yes," complete Schedule F, Parts II and IV</i>	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? <i>If "Yes," complete Schedule F, Parts III and IV</i>	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? <i>If "Yes," complete Schedule G, Part I. See instructions</i>	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? <i>If "Yes," complete Schedule G, Part II</i>	18	X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>	19	X
20a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>	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? <i>If "Yes," complete Schedule I, Parts I and II</i>	21	X

Form 990 (2025)

THE BECKY BAKER FOUNDATION

84-2047492

Page 4

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	X	
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		X
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		X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
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?		
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
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		X
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		X
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	X	
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		X
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		X
b A family member of any individual described in line 28a? If "Yes," complete Schedule L, Part IV		X
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		X
29 Did the organization receive more than \$25,000 in noncash contributions? If "Yes," complete Schedule M	X	
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II		X
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		X
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		X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
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		
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		X
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		X
38 Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19?	X	

Note: All Form 990 filers are required to complete Schedule O

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		
b Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable		
c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		

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	0
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	X
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	X
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	X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b	X
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	X
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	X
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	X
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	X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f	X
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	X
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	X
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	X
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	

Form 990 (2025)

THE BECKY BAKER FOUNDATION

84-2047492 Page 6

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	1a 5		
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.			
b Enter the number of voting members included on line 1a, above, who are independent	1b 5		
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		X
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		X
4 Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4		X
5 Did the organization become aware during the year of a significant diversion of the organization's assets?	5		X
6 Did the organization have members or stockholders?	6		X
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		X
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		X
8 Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:			
a The governing body?	8a	X	
b Each committee with authority to act on behalf of the governing body?	8b		X
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		X

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	X
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 X	
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	X
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	X
14 Did the organization have a written document retention and destruction policy?	14	X
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	X
b Other officers or key employees of the organization	15b	X
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	X
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 NONE

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
RICK BAKER - 808-333-4756
75 SOUTH VILLA DEL SOL CRT, PUEBLO WEST, CO 81007

Form 990 (2025)

THE BECKY BAKER FOUNDATION

84-2047492

Page 9

Part VIII Statement of RevenueCheck 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	1 a Federated campaigns	1a					
	b Membership dues	1b					
	c Fundraising events	1c					
	d Related organizations	1d					
	e Government grants (contributions)	1e					
	f All other contributions, gifts, grants, and similar amounts not included above ...	1f	3,146,029.				
	g Noncash contributions included in lines 1a-1f	1g	\$3,123,429.				
	h Total. Add lines 1a-1f				3,146,029.		
Program Service Revenue			Business Code				
	2 a						
	b						
	c						
	d						
	e						
	f All other program service revenue						
	g Total. Add lines 2a-2f						
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)						
	4 Income from investment of tax-exempt bond proceeds						
	5 Royalties						
	6 a Gross rents	6a	(i) Real	(ii) Personal			
	b Less: rental expenses	6b					
	c Rental income or (loss)	6c					
	d Net rental income or (loss)						
	7 a Gross amount from sales of assets other than inventory	7a	(i) Securities	(ii) Other			
	b Less: cost or other basis and sales expenses	7b					
	c Gain or (loss)	7c					
	d Net gain or (loss)						
	8 a Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18	8a					
	b Less: direct expenses	8b					
	c Net income or (loss) from fundraising events						
	9 a Gross income from gaming activities. See Part IV, line 19	9a					
	b Less: direct expenses	9b					
c Net income or (loss) from gaming activities							
10 a Gross sales of inventory, less returns and allowances	10a						
b Less: cost of goods sold	10b						
c Net income or (loss) from sales of inventory							
Miscellaneous Revenue			Business Code				
	11 a						
	b						
	c						
	d All other revenue						
	e Total. Add lines 11a-11d						
12 Total revenue. See instructions				3,146,029.	0.	0.	0.

Form 990 (2025)

THE BECKY BAKER FOUNDATION

84-2047492 Page 10

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	2,893,929.	2,893,929.		
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				
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				
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes				
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting	2,669.		2,669.	
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 Sch O.)				
12 Advertising and promotion	3,900.	3,900.		
13 Office expenses	2,880.		2,880.	
14 Information technology				
15 Royalties	400.		400.	
16 Occupancy				
17 Travel	2,600.	2,600.		
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization				
23 Insurance				
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 SUPPLIES	13,935.	13,935.		
b OTHER EXPENSES	2,300.	2,300.		
c				
d				
e All other expenses				
25 Total functional expenses. Add lines 1 through 24e	2,922,613.	2,916,664.	5,949.	0.
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)				

Form 990 (2025)

THE BECKY BAKER FOUNDATION

84-2047492 Page 11

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	3,963.	1	9,200.
	2 Savings and temporary cash investments		2	
	3 Pledges and grants receivable, net		3	
	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		8	238,538.
	9 Prepaid expenses and deferred charges		9	
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a		
	b Less: accumulated depreciation	10b	10c	
	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	
16 Total assets. Add lines 1 through 15 (must equal line 33)	3,963.	16	247,738.	
Liabilities	17 Accounts payable and accrued expenses		17	
	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	19,347.
	23 Secured mortgages and notes payable to unrelated third parties		23	
	24 Unsecured notes and loans payable to unrelated third parties	48,300.	24	49,312.
	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		25	
	26 Total liabilities. Add lines 17 through 25	48,300.	26	68,659.
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	-44,337.	27	179,079.
	28 Net assets with donor restrictions		28	
	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	-44,337.	32	179,079.
	33 Total liabilities and net assets/fund balances	3,963.	33	247,738.

Form 990 (2025)

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	3,146,029.
2	Total expenses (must equal Part IX, column (A), line 25)	2	2,922,613.
3	Revenue less expenses. Subtract line 2 from line 1	3	223,416.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	-44,337.
5	Net unrealized gains (losses) on investments	5	
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	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	179,079.

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?		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?		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?		
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?		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		

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

2025

Open to Public
Inspection

Name of the organization	Employer identification number
THE BECKY BAKER FOUNDATION	84-2047492

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? | | (v) Amount of monetary support (see instructions) | (vi) Amount of other support (see instructions) |
|------------------------------------|----------|---|---|----|---|---|
| | | | Yes | No | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Total | | | | | | |
- LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

532021 12-10-25

Schedule A (Form 990) 2025 Created 4/11/25
- Page 590 of 970

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) 2021	(b) 2022	(c) 2023	(d) 2024	(e) 2025	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	111,290.	165,777.	55,578.	7,750.	3146029.	3486424.
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	111,290.	165,777.	55,578.	7,750.	3146029.	3486424.
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.						3486424.

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2021	(b) 2022	(c) 2023	(d) 2024	(e) 2025	(f) Total
7 Amounts from line 4	111,290.	165,777.	55,578.	7,750.	3146029.	3486424.
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	92.					92.
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						3486516.
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 2025 (line 6, column (f), divided by line 11, column (f))	14	100.00	%
15 Public support percentage from 2024 Schedule A, Part II, line 14	15	84.63	%
16a 33 1/3% support test - 2025. 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 - 2024. 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 - 2025. 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 - 2024. 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) 2021	(b) 2022	(c) 2023	(d) 2024	(e) 2025	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
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						
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						
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.)						

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2021	(b) 2022	(c) 2023	(d) 2024	(e) 2025	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
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.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						

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 2025 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2024 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2025 (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from 2024 Schedule A, Part III, line 17	18	%

19a 33 1/3% support tests - 2025. 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 - 2024. 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.		
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).		
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.		
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.		
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.		
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.		
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.		
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.		
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).		
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?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
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.		
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).		
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).		
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.		
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.		
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.		
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.		
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.)		

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 supported organization. Describe in Part VI how you supported a governmental supported organization (see instructions).			
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 its supported organization(s)? 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 each of its supported organizations, and how the organization determined that these activities constituted substantially all of its activities.	Yes	No	
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, 3b, and 3c below.			
a Are the organization and its supported organization(s) part of an integrated system (for example, a hospital system)? If "Yes," provide details in Part VI.			
3a			
b Did the organization direct 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			
c Did the organization have the power to regularly appoint or elect (and remove) a majority of the officers, directors, or trustees of each of the supported organizations? If "Yes" or "No," provide details in Part VI.			
3c			

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 (<i>explain in detail in Part VI</i>):		
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).		

Schedule A (Form 990) 2025

THE BECKY BAKER FOUNDATION

84-2047492 Page 7

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 - <i>provide details in Part VI</i>)	5	
6 Total annual distributions. Add lines 1 through 5.	6	
7 Distributions to attentive supported organizations to which the organization is responsive (<i>provide details in Part VI</i>). See instructions.	7	
8 Distributable amount for 2025 from Section C, line 6	8	
9 Line 7 amount divided by line 8 amount	9	

Section E - Distribution Allocations (see instructions)

	(i) Excess Distributions	(ii) Underdistributions Pre-2025	(iii) Distributable Amount for 2025
1 Distributable amount for 2025 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2025 (reasonable cause required - <i>explain in Part VI</i>). See instructions.			
3 Excess distributions carryover, if any, to 2025			
a From 2020			
b From 2021			
c From 2022			
d From 2023			
e From 2024			
f Total of lines 3a through 3e			
g Applied to under distributions of prior years			
h Applied to 2025 distributable amount			
i Carryover from 2020 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4 Distributions for 2025 from Section D, line 6: \$			
a Applied to underdistributions of prior years			
b Applied to 2025 distributable amount			
c Remainder. Subtract lines 4a and 4b from line 4.			
5 Remaining underdistributions for years prior to 2025, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, <i>explain in Part VI</i> . See instructions.			
6 Remaining underdistributions for 2025. Subtract lines 3h and 4b from line 1. For result greater than zero, <i>explain in Part VI</i> . See instructions.			
7 Excess distributions carryover to 2026. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2021			
b Excess from 2022			
c Excess from 2023			
d Excess from 2024			
e Excess from 2025			

Schedule A (Form 990) 2025

Schedule B
(Form 990)

(Rev. December 2024)
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

Name of the organization	Employer identification number
THE BECKY BAKER FOUNDATION	84-2047492

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 33 1/3% 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	Employer identification number
THE BECKY BAKER FOUNDATION	84-2047492

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 info. once.) \$ _____
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 I
(Form 990)

(Rev. December 2024)
Department of the Treasury
Internal Revenue Service

Grants and Other Assistance to Organizations,
Governments, and Individuals in the United States

Complete if the organization answered "Yes" on Form 990, Part IV, line 21 or 22.

Attach to Form 990.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

Open to Public
Inspection

Name of the organization

THE BECKY BAKER FOUNDATION

Employer identification number
84-2047492

Part I General Information on Grants and Assistance

1 Does the organization maintain records to substantiate the amount of the grants or assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance? ☒ Yes ☐ No

2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

Part II Grants and Other Assistance to Domestic Organizations and Domestic Governments. Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than \$5,000. Part II can be duplicated if additional space is needed.

1 (a) Name and address of organization or government	(b) EIN	(c) IRC section (if applicable)	(d) Amount of cash grant	(e) Amount of noncash assistance	(f) Method of valuation (book, FMV, appraisal, other)	(g) Description of noncash assistance	(h) Purpose of grant or assistance

2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table

3 Enter total number of other organizations listed in the line 1 table

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule I (Form 990) (Rev. 12-2024)

SCHEDULE L
(Form 990)

(Rev. December 2024)

Department of the Treasury
Internal Revenue Service

Transactions With Interested Persons

Complete if the organization answered "Yes" on Form 990, Part IV, line 25a, 25b, 26, 27, 28a, 28b, or 28c; or Form 990-EZ, Part V, line 38a or 40b.

Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

Open to Public
Inspection

Name of the organization	THE BECKY BAKER FOUNDATION	Employer identification number	84-2047492
--------------------------	----------------------------	--------------------------------	------------

Part I Excess Benefit Transactions (section 501(c)(3), section 501(c)(4), and section 501(c)(29) organizations only)
Complete if the organization answered "Yes" on Form 990, Part IV, line 25a or 25b; or Form 990-EZ, Part V, line 40b.

1 (a) Name of disqualified person	(b) Relationship between disqualified person and organization	(c) Description of transaction	(d) Corrected?	
			Yes	No
(1)				
(2)				
(3)				
(4)				
(5)				
(6)				

2	Enter the amount of tax incurred by the organization managers or disqualified persons during the year under section 4958	\$	
3	Enter the amount of tax, if any, on line 2, above, reimbursed by the organization	\$	

Part II Loans to and/or From Interested Persons

Complete if the organization answered "Yes" on Form 990-EZ, Part V, line 38a, or Form 990, Part IV, line 26; or if the organization reported an amount on Form 990, Part X, line 5, 6, or 22.

(a) Name of interested person	(b) Relationship with organization	(c) Purpose of loan	(d) Loan to or from the organization?		(e) Original principal amount	(f) Balance due	(g) In default?		(h) Approved by board or committee?		(i) Written agreement?	
			To	From			Yes	No	Yes	No	Yes	No
(1) RICK BAKER	EXECUTIVE	OPERATION	X		20,000.	19,347.		X	X			X
(2)												
(3)												
(4)												
(5)												
(6)												
(7)												
(8)												
(9)												
(10)												
Total						\$ 19,347.						

Part III Grants or Assistance Benefiting Interested Persons

Complete if the organization answered "Yes" on Form 990, Part IV, line 27.

(a) Name of interested person	(b) Relationship between interested person and the organization	(c) Amount of assistance	(d) Type of assistance	(e) Purpose of assistance
(1)				
(2)				
(3)				
(4)				
(5)				
(6)				
(7)				
(8)				
(9)				
(10)				

SEE PART V FOR CONTINUATIONS

SCHEDULE M
(Form 990)

Noncash Contributions

OMB No. 1545-0047

2025

Open to Public
Inspection

Complete if the organizations answered "Yes" on Form 990, Part IV, line 29 or 30.
Attach to Form 990.

Go to www.irs.gov/Form990 for instructions and the latest information.

Department of the Treasury
Internal Revenue Service

Name of the organization	Employer identification number
THE BECKY BAKER FOUNDATION	84-2047492

Part I Types of Property

	(a) Check if applicable	(b) Number of contributions or items contributed	(c) Noncash contribution amounts reported on Form 990, Part VIII, line 1g	(d) Method of determining noncash contribution amounts
1 Art - Works of art				
2 Art - Historical treasures				
3 Art - Fractional interests				
4 Books and publications				
5 Clothing and household goods	X		3,123,429.	FMV
6 Cars and other vehicles				
7 Boats and planes				
8 Intellectual property				
9 Securities - Publicly traded				
10 Securities - Closely held stock				
11 Securities - Partnership, LLC, or trust interests				
12 Securities - Miscellaneous				
13 Qualified conservation contribution - Historic structures				
14 Qualified conservation contribution - Other				
15 Real estate - Residential				
16 Real estate - Commercial				
17 Real estate - Other				
18 Collectibles				
19 Food inventory				
20 Drugs and medical supplies				
21 Taxidermy				
22 Historical artifacts				
23 Scientific specimens				
24 Archeological artifacts				
25 Other ()				
26 Other ()				
27 Other ()				
28 Other ()				

29 Number of Forms 8283 received by the organization during the tax year for contributions for which the organization completed Form 8283, Part V, Donee Acknowledgment	29	0
---	----	---

30a During the year, did the organization receive by contribution any property reported in Part I, lines 1 through 28, that it must hold for at least 3 years from the date of the initial contribution, and which isn't required to be used for exempt purposes for the entire holding period?	Yes	No
30a		X
b If "Yes," describe the arrangement in Part II.		
31 Does the organization have a gift acceptance policy that requires the review of any nonstandard contributions?	Yes	No
31		X
32a Does the organization hire or use third parties or related organizations to solicit, process, or sell noncash contributions?	Yes	No
32a		X
b If "Yes," describe in Part II.		
33 If the organization didn't report an amount in column (c) for a type of property for which column (a) is checked, describe in Part II.		

Part II

Supplemental Information.

Provide the information required by Part I, lines 30b, 32b, and 33, and whether the organization is reporting in Part I, column (b), the number of contributions, the number of items received, or a combination of both. Also, complete this part for any additional information.

SCHEDULE M, PART I, COLUMN (B):
ALL DONATIONS WERE RECEIVED FROM 1 CONTRIBUTOR.

SCHEDULE O
(Form 990)

(Rev. December 2024)

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 instructions and the latest information.

OMB No. 1545-0047

Open to Public
Inspection

Name of the organization	THE BECKY BAKER FOUNDATION	Employer identification number	84-2047492
--------------------------	----------------------------	--------------------------------	------------

FORM 990, PART III, LINE 4A, PROGRAM SERVICE ACCOMPLISHMENTS:
IMPACTED BY BREAST CANCER, REGARDLESS OF WHERE THEY LIVE, THE STORE
WELCOMES SHOPPERS FROM PUEBLO, COLORADO SPRINGS, DENVER, AND BEYOND.
THE SPACE IS GENEROUSLY DONATED BY THE PUEBLO MALL.

THE ORGANIZATION HAS ALSO EARNED THE PLATINUM SEAL OF TRANSPARENCY FROM
GUIDESTAR FOR SEVEN YEARS IN A ROW AND PARTNERS WITH THE UNITED BREAST
CANCER FOUNDATION TO EXPAND ITS SERVICES.

WITH RISING CANCER RATES IN PUEBLO COUNTY, INCLUDING AMONG WOMEN UNDER
50, THE NEED FOR THIS RESOURCE CONTINUES TO GROW. THE FOUNDATION
LIGHTENS THE FINANCIAL BURDEN ON FAMILIES AND CREATES A SENSE OF
COMMUNITY AND CARE WHEN IT IS NEEDED MOST.

FORM 990, PART VI, SECTION A, LINE 8B:
THERE ARE NO COMMITTEES THAT HAVE BEEN GRANTED AUTHORITY TO ACT ON BEHALF
OF THE BOARD.

FORM 990, PART VI, SECTION B, LINE 11B:
THE FORM 990 IS PREPARED BY AN OUTSIDE ACCOUNTANT WITH INFORMATION PROVIDED
BY MANAGEMENT. ONCE A DRAFT IS AVAILABLE IT IS REVIEWED BY THE EXECUTIVE
DIRECTOR, AND A COPY IS MADE AVAILABLE TO ALL BOARD MEMBERS BEFORE THE
RETURN IS FILED.

FORM 990, PART VI, SECTION C, LINE 19:
THE ORGANIZATION MAKES THEIR GOVERNING DOCUMENTS AVAILABLE TO THE PUBLIC
UPON REQUEST.

Certificate Of Completion

Envelope Id: 5194DCF3-966C-451A-95C9-8CC004D5ECFB
 Subject: 990 Exempt Return for The Becky Baker Foundation A120925 12.31.2025
 Client Name: The Becky Baker Foundation
 Client Number: A120925
 Source Envelope:
 Document Pages: 68
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed
 Envelope Originator:
 CLA Operations
 220 S 6th St Ste 300
 Minneapolis, MN 55402-1418
 Daria.Crescimanno@claconnect.com
 IP Address: 13.64.159.111

Record Tracking

Status: Original
 4/17/2026 7:08:25 PM
 Holder: CLA Operations
 Daria.Crescimanno@claconnect.com
 Location: DocuSign

Signer Events

Rick Baker
 rb@beckybakerfdn.org
 Security Level: Email, Account Authentication
 (None), Access Code

Signature

Signed by:

 83D6210594454C9...

Signature Adoption: Pre-selected Style
 Using IP Address:
 2601:283:c300:ea70:d137:6f14:52e0:5c8b

Timestamp

Sent: 4/17/2026 7:25:50 PM
 Resent: 4/20/2026 4:06:44 PM
 Resent: 4/20/2026 4:11:15 PM
 Resent: 4/20/2026 4:11:19 PM
 Resent: 4/20/2026 4:14:34 PM
 Resent: 4/20/2026 4:15:38 PM
 Resent: 4/20/2026 4:17:34 PM
 Resent: 4/20/2026 4:18:39 PM
 Viewed: 4/20/2026 4:20:31 PM
 Signed: 4/20/2026 4:20:44 PM

Electronic Record and Signature Disclosure:
 Accepted: 4/20/2026 4:20:31 PM
 ID: 43b7f7ea-d1c0-4b42-a1b4-0fd6f903b33c

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Hintz, Sarah
 sarah.hintz@claconnect.com
 Signing Director
 CLA
 Security Level: Email, Account Authentication
 (None)



Sent: 4/17/2026 7:25:51 PM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/17/2026 7:25:51 PM
Envelope Updated	Security Checked	4/20/2026 4:15:38 PM
Envelope Updated	Security Checked	4/20/2026 4:18:38 PM
Certified Delivered	Security Checked	4/20/2026 4:20:31 PM
Signing Complete	Security Checked	4/20/2026 4:20:44 PM
Completed	Security Checked	4/20/2026 4:20:44 PM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

The Becky Baker Foundation

is a

Nonprofit Corporation

formed or registered on 06/07/2019 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 20191476614 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/17/2026 that have been posted, and by documents delivered to this office electronically through 08/18/2026 @ 09:27:19 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/18/2026 @ 09:27:19 in accordance with applicable law. This certificate is assigned Confirmation Number 18919502 .



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
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
9/14/26	Assistance League of Pueblo - Holiday Fashion Preview		\$ 2,500.00		\$ 28,250.00
9/14/26	Hardknox Gang Intervention and Prevention		\$ 5,000.00		\$ 23,250.00
9/14/26	Becky Baker Foundation - Giving Hearts		\$ 2,000.00		\$ 23,250.00



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: September 14, 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 COMMUNITY HEALTH CENTER FOUNDATION IN THE AMOUNT OF \$1,500 TO SPONSOR THE FIESTA FUNDRAISER—A DUELING PIANOS SHOW AT THE SANGRE DE CRISTO ARTS AND CONFERENCE CENTER, ON FRIDAY, OCTOBER 16, 2026, FROM 6:00 TO 9:00 PM

SUMMARY:

Attached for consideration is a request for support of Pueblo Community Health Center Foundation in the amount of \$1,500 to sponsor the Fiesta Fundraiser—A Dueling Pianos Show at the Sangre de Cristo Arts and Conference Center, on Friday, October 16, 2026, from 6:00 to 9:00 PM.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Member Ted Hernandez is requesting \$1,500 to sponsor Pueblo Community Health Center Foundation's Fiesta Fundraiser—A Dueling Pianos Show. The fundraiser will take place at the Sangre de Cristo Arts and Conference Center, on Friday, October 16, 2026, from 6:00 to 9:00 PM.

Pueblo Community Health Center Foundation is a 501(c)(3) that exists to raise funds to support Pueblo Community Health Center's programs and projects in order to provide primary care to those in need. The health center serves all citizens of Pueblo County, regardless of their ability to pay or their insurance status.

In the past year, PCHC has partnered to provide health care services at the shelter. Comprehensive services are provided to all patients, including primary medical, dental,

behavioral health, pharmacy, lab, and case management. They have locations throughout Pueblo and are accepting new patients without a waiting list.

The Fiesta Fundraiser—A Dueling Pianos Show is an annual fundraising event featuring a silent auction, dinner, and live entertainment. The doors open at 6 p.m. and food is served buffet style. Bars are also open, and each participant receives two drink tickets. The show kicks off promptly at 7:00 PM after brief comments and acknowledgments by the PCHC CEO.

The estimated cost to hold the event this year is \$20,000. Funds raised will be used to support programs and priority projects for Pueblo Community Health Center, and they have so far received \$44,400 in sponsorships and donations. This sponsorship tier includes a table for 8.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of \$1,500 would be paid from the Council Contingencies Account in the 2026 General Fund Budget to Pueblo Community Health Center 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 Ted Hernandez.

ATTACHMENTS:

1. Sponsorship Request Packet - Pueblo Community Health Center - Fiesta Fundraiser - A Dueling Pianos Show
2. SOS - Pueblo Community Health Center Foundation - 8.26.26
3. 2026 Contingencies (Council) Community Health Center Foundation - Fiesta Fundraiser

RESOLUTION NO. 16428

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO PUEBLO COMMUNITY HEALTH CENTER FOUNDATION IN THE AMOUNT OF \$1,500 TO SPONSOR THE FIESTA FUNDRAISER—A DUELING PIANOS SHOW AT THE SANGRE DE CRISTO ARTS AND CONFERENCE CENTER, ON FRIDAY, OCTOBER 16, 2026, FROM 6:00 TO 9:00 PM

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$1,500 from the Council Contingencies Account in the 2026 General Fund Budget is authorized to be paid to Pueblo Community Health Center Foundation to sponsor the Fiesta Fundraiser—A Dueling Pianos Show at the Sangre de Cristo Arts and Conference Center, on Friday, October 16, 2026, from 6:00 to 9:00 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: September 14, 2026

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Clyde Bishop
CITY CLERK

Sponsorship Request (COPY)

08/21/2026 1:07 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	Laura Kelly
Today's Date	08/21/2026
Requestor Phone	
Requestor Email	
Business/Organization Name	Pueblo Community Health Center Foundation
Organization Website	www.pueblochc.org
Please share your business or organizations mission/goals	Since 1983, the mission of Pueblo Community Health Center, Inc. has been to provide primary care to those in need. PCHC serves all citizens of Pueblo County, regardless of their ability to pay or their insurance status. In the past year, PCHC has partnered with the City of Pueblo to offer a health care for the homeless clinic at The Shelter. Comprehensive services provided to all patients include primary medical, dental, behavioral health, pharmacy, lab, and case management. We have locations throughout Pueblo and are accepting new patients without a waiting list. PCHC Foundation exists to raise funds to support programs and projects of PCHC, Inc.
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 • Families • Unhoused individuals • Individuals with substance abuse disorders • Undocumented noncitizens • LGBTQ+ • Senior Citizens • Adults • Youth • Veterans • Persons with disabilities
How many individuals did your organization serve last year?	26,645
Requested Amount	1500.00
Please describe how the contribution will be used	This donation will purchase a table of 8 at the annual Fiesta Fundraiser--A Dueling Pianos Show hosted by PCHC Foundation at Sangre de Cristo Arts Center on Friday, October 16th. The event begins at 6 p.m. and concludes at 9 p.m. Romero's Catering provides the food, and a silent auction (along with paid song requests) helps PCHCF raise additional dollars beyond the sponsorships that support the work of the organization. Funds are used to support programs and priority projects for PCHC, Inc.
Sponsorship Benefits	Pueblo Community Health Center Foundation
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.	Various businesses have been solicited. Total amount received so far is \$44,400.
Sponsorship request for	Event

Event Title	Fiesta Fundraiser--A Dueling Pianos Show		
Event Date	10/16/2026		
Event Start Time	6:00 PM (MDT)		
Event End Time	9:00 PM (MDT)		
Event Location	Sangre de Cristo Arts and Conference Center		
Admission to this event is	Paid		
Cost of Admission	1500.00 per table		
How many tickets have been sold for this event?	194		
What is the maximum capacity of your event?	330		
Event Description:	The Fiesta Fundraiser--A Dueling Pianos Show is an annual event that has capacity for 330 at the Sangre de Cristo Arts and Conference Center. The doors open at 6 p.m. and food is served buffet style. Bars are also open and each participant receives two drink tickets. The show kicks off promptly at 7 after brief comments, acknowledgements by PCHC CEO. This year's talent is Dueling Pianos Official, and it is their first year performing for our event. We have held the dueling pianos event for the past 7 years.		
Was this event also held last year?	Yes		
Please provide the total cost for this event last year.	20000		
How many people attended?	344		
Please provide the estimated cost to hold this event this year.	20000		
Does your organization hold multiple events per year?	No		

Please upload supporting documents such as sponsorship request letter, event flyer etc.

 PCHC 2026 Fiesta Fundraiser STD FINAL.pdf

 2026 Fiesta Fundraiser Sponsor Sheet FINAL.pdf

Please upload your most recent 990 if applicable

 2025 990 FINAL BOARD APPROVED.pdf

Payment Details

Make check payable to	Pueblo Community Health Center Foundation
-----------------------	---

Address	110 E. Routt Avenue Pueblo, CO 81004
---------	---

Phone Number	719-251-6474
--------------	--------------

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](#)



FIFESTA FUNDRAISER

✿ A DUELING PIANOS SHOW ✿

Friday, October 16, 2026
6:00pm

Sangre de Cristo Arts & Conference Center

BENEFITING



Pueblo
Community
Health Center

— FOUNDATION —

*Tunes, Tacos
and Tequila!*



FIESTA

FUNDRAISER



A DUELING PIANOS SHOW



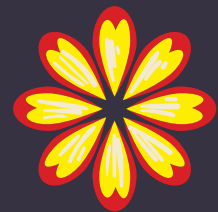
BENEFITING



Pueblo
Community
Health Center
FOUNDATION



2026 Sponsorship Opportunities • Friday, October 16, 2026



"SALSA" Presenting Sponsor (Exclusive)

\$7,500

- 2 tables (20 seats)
- Company tagged in all promotion
- Banner prominently displayed at event
- Company name and logo on all printed and electronic material
- Company name and logo in event program
- Company name and logo in all promotional advertising, including social media
- Company promotional/giveaway item on tables

"MAMBO" Sponsor (Limited)

\$5,000

- 2 tables (20 seats)
- Banner & Logo prominently displayed at event
- Company name and logo on all printed and electronic material
- Company name and logo in event program
- Company name in all promotional advertising
- Special recognition during the event

"TANGO" Signature Drink Sponsor (Exclusive)

\$3,000

- 1 table (10 seats)
- Signature Drink to be named after your company
- Banner prominently displayed by bar at event
- Company name on all printed and electronic material
- Company name in event program
- Special recognition during the event

"CHA CHA" Dessert Sponsor (Exclusive)

\$3,000

- 1 table (10 seats)
- Dessert to be packaged or displayed with your logo
- Banner prominently displayed at event
- Company name on all printed and electronic material
- Company name in event program
- Special recognition during the event

"RUMBA" Sponsor

\$1,500

- 1 table (8 seats)
- Company name on all printed and electronic material
- Company name in event program
- Special recognition during the event

"AMIGO" Sponsor

\$500

- 2 tickets to the event
- Special recognition during the event



FIESTA FUNDRAISER

✿ A DUELING PIANOS SHOW ✿

BENEFITING



Pueblo
Community
Health Center
FOUNDATION



2026 Sponsorship Opportunities • Friday, October 16, 2026



Event Time: 6:00 – 9:30 p.m.
Attire: Casual/Jeans
Location: **Sangre de Cristo Arts & Conference Center**
210 N Santa Fe Avenue
Pueblo, CO



Reservations:

Individual/Corporate Name: _____

Address: _____

Phone: _____

Email: _____

Sponsorship Level and Amount: _____

Names of attendees: _____

Contribution in Lieu of Attendance \$ _____

Check/Visa/MC/Discover: _____

Name on Credit Card: _____

Account Number _____ Expiration (mo/yr): ____/____ CVV: _____

Cardholder's Signature: _____

Today's Date: _____



Pueblo Community Health Center Foundation, Inc.
110 East Routt Avenue • Pueblo, CO 81004
Questions? Email sstreet@pueblochc.org



Individual tickets are \$100 each. Your payment is your reservation.

INCOME TAX RETURNS
PUEBLO COMMUNITY HEALTH CENTER
FOR TAX YEAR ENDING
December 31, 2025

MGPM, PC
503 N Main St Ste 740
Pueblo, CO 81003
719-543-0516

March 10, 2026

CONFIDENTIAL

PUEBLO COMMUNITY HEALTH CENTER
FOUNDATION INC
110 E ROUTH
PUEBLO, CO 81004

Dear LAURA:

We have prepared the following returns from information provided by you without verification or audit.

Return of Organization Exempt From Income Tax (Form 990)

We suggest that you examine these returns carefully to fully acquaint yourself with all items contained therein to ensure that there are no omissions or misstatements. Attached are instructions for signing and filing each return. Please follow those instructions carefully.

Enclosed is any material you furnished for use in preparing the returns. If the returns are examined, requests may be made for supporting documentation. Therefore, we recommend that you retain all pertinent records for at least seven years.

In order that we may properly advise you of tax considerations, please keep us informed of any significant changes in your financial affairs or of any correspondence received from taxing authorities.

If you have any questions, or if we can be of assistance in any way, please call.

Sincerely,

MGPM, PC

Filing Instructions

PUEBLO COMMUNITY HEALTH CENTER FOUNDATION INC

Exempt Organization Tax Return

Taxable Year Ended December 31, 2025

Date Due: May 15, 2026

Remittance: None is required. Your Form 990 for the tax year ended 12/31/2025 shows no balance due.

Signature: You are using a Personal Identification Number (PIN) for signing your return electronically. Form 8879-TE, IRS *e-file* Signature Authorization for an Exempt Organization should be signed and dated by an authorized officer of the organization and returned to:

MGPM, PC
503 N Main St Ste 740
Pueblo, CO 81003

Important: Your return will not be filed with the IRS until the signed Form 8879-TE has been received by this office.

Other: Your return is being filed electronically with the IRS and is not required to be mailed. If you Mail a paper copy of your return to the IRS it will delay the processing of your return.

Forms 990 / 990-EZ Return Summary

For calendar year 2025, or tax year beginning

, and ending

**PUEBLO COMMUNITY HEALTH CENTER
FOUNDATION INC**

04-1404345

Net Asset / Fund Balance at Beginning of Year1,531,244**Revenue**Contributions 104,877

Program service revenue

Investment income 86,817

Capital gain / loss

Fundraising / Gaming:

Gross revenue 86,076Direct expenses 19,674Net income 66,402Other income 6,246**Total revenue**264,342**Expenses**Program services 136,325

Management and general

Fundraising

Total expenses136,325**Excess / (deficit)**128,017

Changes

108,718**Net Asset / Fund Balance at End of Year**1,767,979**Reconciliation of Revenue**

Total revenue per financial statements _____

Less:

Unrealized gains _____

Donated services _____

Recoveries _____

Other _____

Plus:

Investment expenses _____

Other _____

Total revenue per return 264,342**Reconciliation of Expenses**

Total expenses per financial statements _____

Less:

Donated services _____

Prior year adjustments _____

Losses _____

Other _____

Plus:

Investment expenses _____

Other _____

Total expenses per return 136,325**Balance Sheet**

	Beginning	Ending	Differences
Assets	<u>1,533,920</u>	<u>1,770,880</u>	
Liabilities	<u>2,676</u>	<u>2,901</u>	
Net assets	<u>1,531,244</u>	<u>1,767,979</u>	<u>236,735</u>

Miscellaneous Information

Amended return

Return / extended due date 05/15/26

Failure to file penalty _____

Form **8879-TE**

**IRS E-file Signature Authorization
for a Tax-Exempt Entity**

OMB No. 1545-0047

Department of the Treasury
Internal Revenue Service
Name of filer

For calendar year 2025, or fiscal year beginning _____, 2025, and ending _____, 20 _____

Do not send to the IRS. Keep for your records.
Go to www.irs.gov/Form8879TE for the latest information.

2025

**PUEBLO COMMUNITY HEALTH CENTER
FOUNDATION INC**

EIN or SSN
04-1404345

Name and title of officer or person subject to tax
**LAURA KELLY
CHIEF FOUNDATION OFF**

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	264,342
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 2025 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 **MGPM, PC** to enter my PIN **14354** as my signature
ERO firm name Enter five numbers, but do not enter all zeros

on the tax year 2025 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 2025 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 **03/15/26**

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.

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2025 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 **BRYAN W ANDREWS** Date **03/15/26**

ERO Must Retain This Form — See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

For Privacy Act and Paperwork Reduction Act Notice, see back of form.
DAA

Form **8879-TE** (2025)

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.

A For the 2025 calendar year, or tax year beginning , and ending		
B Check if applicable: ☐ Address change ☐ Name change ☐ Initial return ☐ Final return/terminated ☐ Amended return ☐ Application pending	C Name of organization PUEBLO COMMUNITY HEALTH CENTER FOUNDATION INC	D Employer identification number 04-1404345
	Doing business as	E Telephone number 719-543-8718
	Number and street (or P.O. box if mail is not delivered to street address) 110 E ROUTT	Room/suite
	City or town, state or province, country, and ZIP or foreign postal code PUEBLO CO 81004	G Gross receipts \$ 284,016
	F Name and address of principal officer: LAURA KELLY 110 E ROUTT PUEBLO CO 81003	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.
I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) () (insert no.) ☐ 4947(a)(1) or ☐ 527		
J Website: N/A		
K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other		
L Year of formation: 2005		M State of legal domicile: CO

Part I Summary			
Activities & Governance	1 Briefly describe the organization's mission or most significant activities: FUNDRAISING AND FINANCIAL ASSISTANCE TO PUEBLO COMMUNITY HEALTH CENTER		
	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	9
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	9
	5 Total number of individuals employed in calendar year 2025 (Part V, line 2a)	5	0
	6 Total number of volunteers (estimate if necessary)	6	0
Revenue	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
	8 Contributions and grants (Part VIII, line 1h)	Prior Year 108,437	Current Year 104,877
	9 Program service revenue (Part VIII, line 2g)		0
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	63,813	86,817
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	56,549	72,648
	12 Total revenue – add lines 8 through 11 (must equal Part VIII, column (A), line 12)	228,799	264,342
	13 Grants and similar amounts paid (Part IX, column (A), lines 1–3)		0
	14 Benefits paid to or for members (Part IX, column (A), line 4)		0
	Expenses	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	
16a Professional fundraising fees (Part IX, column (A), line 11e)			0
b Total fundraising expenses (Part IX, column (D), line 25)		0	
17 Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)		110,830	136,325
18 Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)		110,830	136,325
19 Revenue less expenses. Subtract line 18 from line 12		117,969	128,017
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year 1,533,920	End of Year 1,770,880
	21 Total liabilities (Part X, line 26)	2,676	2,901
	22 Net assets or fund balances. Subtract line 21 from line 20	1,531,244	1,767,979

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 LAURA KELLY		Date CHIEF FOUNDATION OFF	
	Type or print name and title			
Paid Preparer Use Only	Preparer's name BRYAN W ANDREWS	Preparer's signature BRYAN W ANDREWS	Date 03/10/26	Check ☐ if PTIN self-employed P00475411
	Firm's name MGPM, PC	Firm's EIN 84-0628988		
	Firm's address 503 N MAIN ST STE 740 PUEBLO, CO 81003		Phone no. 719-543-0516	
	May the IRS discuss this return with the preparer shown above? See instructions ☒ Yes ☐ No			

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:
FUNDRAISING AND FINANCIAL ASSISTANCE TO PUEBLO COMMUNITY HEALTH CENTER
- 2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ?
If "Yes," describe these new services on Schedule O. ☐ Yes ☒ No
- 3 Did the organization cease conducting, or make significant changes in how it conducts, any program services?
If "Yes," describe these changes on Schedule O. ☐ Yes ☒ No
- 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 \$ 136,325 including grants of \$) (Revenue \$)
PROVIDE FUNDRAISING AND FINANCIAL ASSISTANCE FOR PUEBLO COMMUNITY HEALTH CENTER

4b (Code:) (Expenses \$ including grants of \$) (Revenue \$)
N/A

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$)
N/A

4d Other program services (Describe on Schedule O.)
(Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses 136,325

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	X	
2 Is the organization required to complete Schedule B, Schedule of Contributors? See instructions	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		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		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		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		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		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? If "Yes," complete Schedule D, Part III	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		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		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		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		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		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		X
e Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D, Part X		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		X
12a Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete Schedule D, Parts XI and XII		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		X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E		X
14a Did the organization maintain an office, employees, or agents outside of the United States?		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		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		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		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		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	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		X
20a Did the organization operate one or more hospital facilities? If "Yes," complete Schedule H		X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		
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		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? <i>If "Yes," complete Schedule I, Parts I and III</i>		X
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? <i>If "Yes," complete Schedule J</i>		X
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? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i>		X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
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?		
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
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? <i>If "Yes," complete Schedule L, Part I</i>		X
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? <i>If "Yes," complete Schedule L, Part I</i>		X
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? <i>If "Yes," complete Schedule L, Part II</i>		X
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? <i>If "Yes," complete Schedule L, Part III</i>		X
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? <i>If "Yes," complete Schedule L, Part IV</i>		X
b A family member of any individual described in line 28a? <i>If "Yes," complete Schedule L, Part IV</i>		X
c A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? <i>If "Yes," complete Schedule L, Part IV</i>		X
29 Did the organization receive more than \$25,000 in noncash contributions? <i>If "Yes," complete Schedule M</i>		X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>		X
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? <i>If "Yes," complete Schedule R, Part I</i>		X
34 Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i>		X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
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)? <i>If "Yes," complete Schedule R, Part V, line 2</i>		
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>		X
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? <i>If "Yes," complete Schedule R, Part VI</i>		X
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.	X	

Part V Statements Regarding Other IRS Filings and Tax ComplianceCheck 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	9
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	0
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	X
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	X
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	X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b	X
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	X
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	X
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	X
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	X
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**

	1a	9	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.		9		
b Enter the number of voting members included on line 1a, above, who are independent	1b	9		
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		X
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		X
4 Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		4		X
5 Did the organization become aware during the year of a significant diversion of the organization's assets?		5		X
6 Did the organization have members or stockholders?		6		X
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		X
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		X
8 Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:				
a The governing body?		8a	X	
b Each committee with authority to act on behalf of the governing body?		8b	X	
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		X

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?		X
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?		
11a Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?		X
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		X
b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?		
c Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe on Schedule O how this was done		
13 Did the organization have a written whistleblower policy?		X
14 Did the organization have a written document retention and destruction policy?		X
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		X
b Other officers or key employees of the organization		X
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?		X
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?		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed **NONE**

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.

LAURA KELLY**110 E ROUTT****PUEBLO****CO 81004****719-543-8718**

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent ContractorsCheck 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) NICK DONOVAN	0.00									
MEMBER	0.00	X						0	0	0
(2) FRANK GOLOB	0.00									
SECRETARY/TREASURER	0.00	X		X				0	0	0
(3) CHRISTINE PITTMAN	0.00									
VICE PRESIDENT	0.00	X		X				0	0	0
(4) ANN MARIE PRUDEN	0.00									
MEMBER	0.00	X						0	0	0
(5) HALEY SUE ROBINSON	0.00									
MEMBER	0.00	X						0	0	0
(6) JANELLA SANDOVAL	0.00									
PRESIDENT	0.00	X		X				0	0	0
(7) BRYAN SERENA	0.00									
MEMBER	0.00	X						0	0	0
(8) ROSINA MORENO SONNTAG	0.00									
PAST PRESIDENT	0.00	X		X				0	0	0
(9) WYNONA SULLIVAN	0.00									
MEMBER	0.00	X						0	0	0
(10)										
(11)										

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			
(12)										
(13)										
(14)										
(15)										
(16)										
(17)										
(18)										
(19)										
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 0

	Yes	No
3 Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>	3	X
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? <i>If "Yes," complete Schedule J for such individual</i>	4	X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i>	5	X

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 0

Part VIII Statement of RevenueCheck 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					
	f All other contributions, gifts, grants, and similar amounts not included above	1f	104,877				
	g Noncash contributions included in lines 1a-1f	1g	\$				
	h Total. Add lines 1a-1f				104,877		
Program Service Revenue			Business Code				
	2a						
	b						
	c						
	d						
	e						
	f All other program service revenue						
g Total. Add lines 2a-2f							
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)			86,817	86,817		
	4 Income from investment of tax-exempt bond proceeds						
	5 Royalties						
	6a Gross rents		(i) Real				
		6a					
		b Less: rental expenses	6b				
	c Rental inc. or (loss)	6c					
	d Net rental income or (loss)						
	7a Gross amount from sales of assets other than inventory		(i) Securities				
		7a					
		b Less: cost or other basis and sales exps.	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	86,076				
		b Less: direct expenses	8b				
c Net income or (loss) from fundraising events			66,402				
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						
	b Less: cost of goods sold	10b					
c Net income or (loss) from sales of inventory							
Miscellaneous Revenue			Business Code				
	11a MISCELLANEOUS			6,246	6,246		
	b						
	c						
	d All other revenue						
e Total. Add lines 11a-11d			6,246				
12 Total revenue. See instructions				264,342	93,063	0	0

Form 990 (2025)

PUEBLO COMMUNITY HEALTH CENTER**04-1404345**Page **10****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				
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				
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes				
11 Fees for services (nonemployees):				
a Management	76,297	76,297		
b Legal				
c Accounting	830	830		
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees	12,302	12,302		
g Other. (If line 11g amount exceeds 10% of line 25, column (A), amount, list line 11g expenses on Schedule O.)				
12 Advertising and promotion				
13 Office expenses	521	521		
14 Information technology	670	670		
15 Royalties				
16 Occupancy				
17 Travel	223	223		
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings	888	888		
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization				
23 Insurance	867	867		
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 DONATIONS TO PCHC	30,489	30,489		
b BANK FEES	5,593	5,593		
c MISCELLANEOUS	2,994	2,994		
d BOARD EXPENSES	2,446	2,446		
e All other expenses	2,205	2,205		
25 Total functional expenses. Add lines 1 through 24e	136,325	136,325	0	0
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)				

Form 990 (2025)

PUEBLO COMMUNITY HEALTH CENTER

04-1404345

Page 11

Part X Balance SheetCheck 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	18,858	1	10,834
	2 Savings and temporary cash investments		2	
	3 Pledges and grants receivable, net		3	
	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		8	
	9 Prepaid expenses and deferred charges		9	3,500
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a		
	b Less: accumulated depreciation	10b		10c
	11 Investments—publicly traded securities	1,436,062	11	1,677,546
	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	79,000	15	79,000
16 Total assets. Add lines 1 through 15 (must equal line 33)	1,533,920	16	1,770,880	
Liabilities	17 Accounts payable and accrued expenses	2,676	17	2,901
	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		25	
	26 Total liabilities. Add lines 17 through 25	2,676	26	2,901
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		27	
	28 Net assets with donor restrictions		28	
	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	1,531,244	31	1,767,979
	32 Total net assets or fund balances	1,531,244	32	1,767,979
33 Total liabilities and net assets/fund balances	1,533,920	33	1,770,880	

Form 990 (2025)

Part XI Reconciliation of Net AssetsCheck 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	264,342
2	Total expenses (must equal Part IX, column (A), line 25)	2	136,325
3	Revenue less expenses. Subtract line 2 from line 1	3	128,017
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	1,531,244
5	Net unrealized gains (losses) on investments	5	108,718
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	1,767,979

Part XII Financial Statements and ReportingCheck 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? _____ 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		X
b Were the organization's financial statements audited by an independent accountant? _____ 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		X
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? _____ 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? _____		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 _____		

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

2025**Open to Public
Inspection**

Name of the organization

**PUEBLO COMMUNITY HEALTH CENTER
FOUNDATION INC**

Employer identification number

04-1404345**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 must generally 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?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule A (Form 990) 2025

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) 2021	(b) 2022	(c) 2023	(d) 2024	(e) 2025	(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) 2021	(b) 2022	(c) 2023	(d) 2024	(e) 2025	(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 2025 (line 6, column (f), divided by line 11, column (f))	14	%
15 Public support percentage from 2024 Schedule A, Part II, line 14	15	%
16a 33 1/3% support test — 2025. 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 — 2024. 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 — 2025. 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 — 2024. 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) 2021	(b) 2022	(c) 2023	(d) 2024	(e) 2025	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	501,948	164,246	106,132	108,437	104,877	985,640
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	30,000	60,098	85,280	141,071	179,139	495,588
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	531,948	224,344	191,412	249,508	284,016	1,481,228
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.)						1,481,228

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2021	(b) 2022	(c) 2023	(d) 2024	(e) 2025	(f) Total
9 Amounts from line 6	531,948	224,344	191,412	249,508	284,016	1,481,228
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources			105,909			105,909
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b			105,909			105,909
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.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)	531,948	224,344	297,321	249,508	284,016	1,587,137
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 2025 (line 8, column (f), divided by line 13, column (f))	15	93.33 %
16 Public support percentage from 2024 Schedule A, Part III, line 15	16	90.79 %

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2025 (line 10c, column (f), divided by line 13, column (f))	17	7 %
18 Investment income percentage from 2024 Schedule A, Part III, line 17	18	9 %

19a 33 1/3% support tests — 2025. 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 — 2024. 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? <i>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.</i>		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer lines 3b and 3c below.</i>		
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)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.</i>		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>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.</i>		
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)? <i>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.</i>		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? <i>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).</i>		
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?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
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? <i>If "Yes," provide detail in Part VI.</i>		
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? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		
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))? <i>If "Yes," provide detail in Part VI.</i>		
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? <i>If "Yes," provide detail in Part VI.</i>		
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? <i>If "Yes," provide detail in Part VI.</i>		
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)? <i>If "Yes," answer line 10b below.</i>		
b Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

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

	Yes	No
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 supported organization. Describe in Part VI how you supported a governmental supported organization (see instructions).		
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 its supported organization(s)? 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 each of its 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, 3b, and 3c below.		
a Are the organization and its supported organization(s) part of an integrated system (for example, a hospital system)? If "Yes," provide details in Part VI.		
3a		
b Did the organization direct 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		
c Did the organization have the power to regularly appoint or elect (and remove) a majority of the officers, directors, or trustees of each of the supported organizations? If "Yes" or "No," provide details in Part VI.		
3c		

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 (<i>explain in detail in Part VI</i>):		
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	Total annual distributions. Add lines 1 through 5.	6
7	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	7
8	Distributable amount for 2025 from Section C, line 6	8
9	Line 7 amount divided by line 8 amount	9

Section E – Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2025	(iii) Distributable Amount for 2025
1 Distributable amount for 2025 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2025 (reasonable cause required—explain in Part VI). See instructions.			
3 Excess distributions carryover, if any, to 2025			
a From 2020			
b From 2021			
c From 2022			
d From 2023			
e From 2024			
f Total of lines 3a through 3e			
g Applied to underdistributions of prior years			
h Applied to 2025 distributable amount			
i Carryover from 2020 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4 Distributions for 2025 from Section D, line 6: \$			
a Applied to underdistributions of prior years			
b Applied to 2025 distributable amount			
c Remainder. Subtract lines 4a and 4b from line 4.			
5 Remaining underdistributions for years prior to 2025, 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 2025. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.			
7 Excess distributions carryover to 2026. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2021			
b Excess from 2022			
c Excess from 2023			
d Excess from 2024			
e Excess from 2025			

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, 3b, and 3c; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5 and 7; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

Name of the organization PUEBLO COMMUNITY HEALTH CENTER FOUNDATION INC	Employer identification number 04-1404345
--	---

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 33¹/₃% 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
PUEBLO COMMUNITY HEALTH CENTER

Employer identification number
04-1404345

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	PUEBLO COMMUNITY HEALTH CENTER 110 E ROUTT PUEBLO CO 81004	\$ 95,796	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.)
		\$	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.)

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

Open to Public
Inspection

Name of the organization PUEBLO COMMUNITY HEALTH CENTER FOUNDATION INC	Employer identification number 04-1404345
--	---

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
1c Beginning balance	
1d Additions during the year	
1e Distributions during the year	
1f Ending balance	

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					
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					

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:
(i) Unrelated organizations?
(ii) Related organizations?
b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?

	Yes	No
3a(i)		
3a(ii)		
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				
d Equipment				
e Other				

Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, line 10c, column (B))

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)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, line 25, col. (B))	

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 XIII Supplemental Information (continued)

SCHEDULE G
(Form 990)

(Rev. December 2024)
Department of the Treasury
Internal Revenue Service

Supplemental Information Regarding Fundraising or Gaming Activities

Complete if the organization answered "Yes" on Form 990, Part IV, line 17, 18, or 19; or if the organization entered more than \$15,000 on Form 990-EZ, line 6a.

Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

Open to Public
Inspection

Name of the organization

PUEBLO COMMUNITY HEALTH CENTER
FOUNDATION INC

Employer identification number

04-1404345

Part I Fundraising Activities. Complete if the organization answered "Yes" on Form 990, Part IV, line 17.
Form 990-EZ filers are not required to complete this part.

1 Indicate whether the organization raised funds through any of the following activities. Check all that apply.

- a ☐ Mail solicitations

b ☐ Internet and email solicitations

c ☐ Phone solicitations

d ☐ In-person solicitations
- e ☐ Solicitation of nongovernment grants

f ☐ Solicitation of government grants

g ☐ Special fundraising events

2a Did the organization have a written or oral agreement with any individual (including officers, directors, trustees, or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services? ☐ Yes ☐ No

b If "Yes," list the 10 highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least \$5,000 by the organization.

(i) Name and address of individual or entity (fundraiser)	(ii) Activity	(iii) Did fundraiser have custody or control of contributions?		(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in col. (i)	(vi) Amount paid to (or retained by) organization
		Yes	No			
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
Total						

3 List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

Part II Fundraising Events. Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than \$15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than \$5,000.

		(a) Event #1 DUELING PIANOS (event type)	(b) Event #2 (event type)	(c) Other events NONE (total number)	(d) Total events (add col. (a) through col. (c))
Revenue	1 Gross receipts	86,076			86,076
	2 Less: Contributions				
	3 Gross income (line 1 minus line 2)	86,076			86,076
Direct Expenses	4 Cash prizes				
	5 Noncash prizes				
	6 Rent/facility costs				
	7 Food and beverages				
	8 Entertainment				
	9 Other direct expenses	19,674			19,674
	10 Direct expense summary. Add lines 4 through 9 in column (d)				19,674
	11 Net income summary. Subtract line 10 from line 3, column (d)				66,402

Part III Gaming. Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than \$15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))
Revenue	1 Gross revenue				
Direct Expenses	2 Cash prizes				
	3 Noncash prizes				
	4 Rent/facility costs				
	5 Other direct expenses				
	6 Volunteer labor	☐ Yes % ☐ No	☐ Yes % ☐ No	☐ Yes % ☐ No	
7 Direct expense summary. Add lines 2 through 5 in column (d)					
8 Net gaming income summary. Subtract line 7 from line 1, column (d)					

9 Enter the state(s) in which the organization conducts gaming activities:

a Is the organization licensed to conduct gaming activities in each of these states? ☐ Yes ☐ No

b If "No," explain:

10a Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year? ☐ Yes ☐ No

b If "Yes," explain:

11

Does the organization conduct gaming activities with nonmembers?

☐ Yes ☐ No

12

Is the organization a grantor, beneficiary, or trustee of a trust; or a member of a partnership or other entity formed to administer charitable gaming?

☐ Yes ☐ No

13

Indicate the percentage of gaming activity conducted in:

a

The organization's facility

13a

%

b

An outside facility

13b

%

14

Enter the name and address of the person who prepares the organization's gaming/special events books and records:

Name

Address

15a

Does the organization have a contract with a third party from whom the organization receives gaming revenue?

☐ Yes ☐ No

b

If "Yes," enter the amount of gaming revenue received by the organization \$ and the amount of gaming revenue retained by the third party \$

c

If "Yes," enter the name and address of the third party:

Name

Address

16

Gaming manager information:

Name

Gaming manager compensation \$

Description of services provided

☐ Director/officer

☐ Employee

☐ Independent contractor

17

Mandatory distributions:

a

Is the organization required under state law to make charitable distributions from the gaming proceeds to retain the state gaming license?

☐ Yes ☐ No

b

Enter the amount of distributions required under state law to be distributed to other exempt organizations or spent in the organization's own exempt activities during the tax year \$

Part IV

Supplemental Information. Provide the explanations required by Part I, line 2b, columns (iii) and (v); and Part III, lines 9, 9b, 10b, 15b, 15c, 16, and 17b, as applicable. Also provide any additional information. See instructions.

SCHEDULE O
(Form 990)
(Rev. December 2024)

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 instructions and the latest information.

OMB No. 1545-0047

**Open to Public
Inspection**

Name of the organization	PUEBLO COMMUNITY HEALTH CENTER FOUNDATION INC	Employer identification number	04-1404345
--------------------------	--	--------------------------------	-------------------

**FORM 990, PART VI, LINE 11B - ORGANIZATION'S PROCESS TO REVIEW FORM 990
A PDF COPY OF THE FORM 990 IS GIVEN TO THE BOARD FOR REVIEW AND ACCEPTANCE.**

**FORM 990, PART VI, LINE 19 - GOVERNING DOCUMENTS DISCLOSURE EXPLANATION
REQUESTS CAN BE MADE AT THE OFFICE, 110 E ROUTT, PUEBLO, CO 81004 DURING
NORMAL BUSINESS HOURS.**

Form **990****Event Income and Deduction Worksheet****2025**Description **DUELING PIANOS**

Name

PUEBLO COMMUNITY HEALTH CENTER

Taxpayer Identification Number

04-1404345

Use this worksheet to verify data entered for a specific activity on your form 990/990EZ

Income & Expense Summary:

1. Gross receipts or sales	1.	86,076
2. Advertising income	2.	
3. Circulation income	3.	
4. Other income	4.	
5. Returns and allowances	5.	
6. Contributions received	6.	
7. Total revenue. Add lines 1 through 6	7.	86,076
8. Cost of Goods Sold	8.	19,674
9. Employment Expense	9.	
10. Fees for services	10.	
11. Indirect Expense	11.	
12. Depreciation Expense	12.	
13. Exempt Activity Expense	13.	
14. Fundraising Expense	14.	
15. Total expenses. Add lines 8 through 14	15.	19,674
16. Net Income/Loss. Line 7 minus Line 15	16.	66,402

Expense Details - Cost of Goods Sold:

Beginning inventory	
Purchases	
Labor	
Section 263A costs	
Other costs	19,674
Ending inventory	
Total Cost of Goods Sold	19,674

Expense Details - Employment Expense:

Compensation of officers	
Other salaries and wages	
Pension plan contributions	
Other employee benefits	
Payroll taxes	
Total Employment Expense	

Expense Details - Fees for Services:

Management	
Legal	
Accounting	
Lobbying	
Professional fundraising	
Investment management	
Other	
Total Fees for Services	

Information is indicated for use on Form 990-T, Schedule A:

Schedule A, UBIT Activity Code _____ Seq # _____

- ☐ Part V, Debt Financing
☐ Part VI, Controlled Org Income
☐ Part VII, Investments for C(7)(9)(17)
☐ Part VIII, Exploited Activities
☐ Part IX, Advertising Income

Expense Details - Indirect Expense:

Advertising and promotion	
Office	
Printing/publication/postage	
Info technology/Maintenance	
Royalties & License Fees	
Occupancy/Real Estate Taxes	
Travel & Repairs	
Travel/entertainment (officials)	
Conferences/meetings	
Interest	
Insurance	
Total Indirect Expense	

Expense Details - Depreciation Expense:

On investment property	
On non-investment property	
Amortization	
Depletion	
Total Depreciation Expense	

Expense Details - Exempt Activity Expense:

Repairs and Maintenance	
Bad debts	
Taxes/licenses	
Charitable contributions	
Dividend recd deductions	
Readership costs	
Other expenses	
Total Exempt Activity Expense	

Expense Details - Fundraising Expense:

Cash prizes	
Non-cash prizes	
Rent and facility costs	
Food & beverages (Part II only)	
Entertainment (Part II only)	
Other direct expenses	
Total Fundraising Expense	

Allocation of Expense to Program Service Accomplishments:

First	
Second	
Third	
All other	

Form 990	Two Year Comparison Report For calendar year 2025, or tax year beginning _____, ending _____	2024 & 2025
-----------------	--	------------------------

Name

Taxpayer Identification Number

**PUEBLO COMMUNITY HEALTH CENTER
FOUNDATION INC**
04-1404345

		2024	2025	Differences
Revenue	1. Contributions, gifts, grants	1. 108,437	104,877	-3,560
	2. Membership dues and assessments	2.		
	3. Government contributions and grants	3.		
	4. Program service revenue	4.		
	5. Investment income	5. 63,813	86,817	23,004
	6. Proceeds from tax exempt bonds	6.		
	7. Net gain or (loss) from sale of assets other than inventory	7.		
	8. Net income or (loss) from fundraising events	8. 55,081	66,402	11,321
	9. Net income or (loss) from gaming	9.		
	10. Net gain or (loss) on sales of inventory	10.		
	11. Other revenue	11. 1,468	6,246	4,778
	12. Total revenue. Add lines 1 through 11	12. 228,799	264,342	35,543
Expenses	13. Grants and similar amounts paid	13.		
	14. Benefits paid to or for members	14.		
	15. Compensation of officers, directors, trustees, etc.	15.		
	16. Salaries, other compensation, and employee benefits	16.		
	17. Professional fundraising fees	17.		
	18. Other professional fees	18. 85,146	89,429	4,283
	19. Occupancy, rent, utilities, and maintenance	19.		
	20. Depreciation and Depletion	20.		
	21. Other expenses	21. 25,684	46,896	21,212
	22. Total expenses. Add lines 13 through 21	22. 110,830	136,325	25,495
	23. Excess or (Deficit). Subtract line 22 from line 12	23. 117,969	128,017	10,048
Other Information	24. Total exempt revenue	24. 228,799	264,342	35,543
	25. Total unrelated revenue	25.		
	26. Total excludable revenue	26. 65,281	93,063	27,782
	27. Total assets	27. 1,533,920	1,770,880	236,960
	28. Total liabilities	28. 2,676	2,901	225
	29. Retained earnings	29. 1,531,244	1,767,979	236,735
	30. Number of voting members of governing body	30. 9	9	
	31. Number of independent voting members of governing body	31. 9	9	
	32. Number of employees	32. 0	0	
	33. Number of volunteers	33.		

Form 990	Tax Return History		2025
-----------------	---------------------------	--	-------------

Name	Employer Identification Number
PUEBLO COMMUNITY HEALTH CENTER FOUNDATION INC	04-1404345

	2021	2022	2023	2024	2025	2026
Contributions, gifts, grants	501,948	164,246	122,863	108,437	104,877	
Membership dues						
Program service revenue						
Capital gain or loss						
Investment income	50,776	36,108	42,538	63,813	86,817	
Fundraising revenue (income/loss)	25,840	10,642	49,498	55,081	66,402	
Gaming revenue (income/loss)						
Other revenue		1,136		1,468	6,246	
Total revenue	578,564	212,132	214,899	228,799	264,342	
Grants and similar amounts paid						
Benefits paid to or for members						
Compensation of officers, etc.						
Other compensation						
Professional fees	98,018	103,807	89,212	85,146	89,429	
Occupancy costs						
Depreciation and depletion						
Other expenses	245,349	222,006	143,096	25,684	46,896	
Total expenses	343,367	325,813	232,308	110,830	136,325	
Excess or (Deficit)	235,197	-113,681	-17,409	117,969	128,017	
Total exempt revenue	578,564	212,132	214,899	228,799	264,342	
Total unrelated revenue						
Total excludable revenue	50,776	37,244	42,538	65,281	93,063	
Total Assets	1,605,286	1,328,255	1,371,876	1,533,920	1,770,880	
Total Liabilities		2,341		2,676	2,901	
Net Fund Balances	1,605,286	1,325,914	1,371,876	1,531,244	1,767,979	

Taxable Interest on Investments

<u>Description</u>			<u>Unrelated</u>	<u>Exclusion</u>	<u>Postal</u>	<u>Acquired after</u>	<u>US</u>
	<u>Amount</u>		<u>Business</u>	<u>Code</u>	<u>Code</u>	<u>6/30/75</u>	<u>Obs (\$ or %)</u>
INTEREST INCOME	\$ 86,817						
TOTAL	\$ 86,817						

Federal Statements

Form 990. Part IX. Line 24e - All Other Expenses

Description	Total Expenses	Program Service	Management & General	Fund Raising
DONOR CULTIVATION DUES	\$ 2,144 61	\$ 2,144 61	\$	\$
TOTAL	\$ 2,205	\$ 2,205	\$ 0	\$ 0

Federal Statements

Schedule A, Part III, Line 1(e)

Description	Amount
GENERAL CONTRIBUTION	\$ 9,079
CAPITAL CAMPAIGN	
GRANT REVENUE	19,500
PCHC-OPERATION	76,298
PCHC- IN-KIND	
TOTAL	\$ 104,877

Schedule A, Part III, Line 2(e)

Description	Amount
INTEREST INCOME	\$ 86,817
MISCELLANEOUS	6,246
DUELING PIANOS	86,076
TOTAL	\$ 179,139

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 Community Health Center Foundation, Inc.

is a

Nonprofit Corporation

formed or registered on 11/22/2004 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 20041404345 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/25/2026 that have been posted, and by documents delivered to this office electronically through 08/26/2026 @ 16:06:33 .

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 08/26/2026 @ 16:06:33 in accordance with applicable law. This certificate is assigned Confirmation Number 18958812 .



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
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
9/14/26	Assistance League of Pueblo - Holiday Fashion Preview		\$ 2,500.00		\$ 28,250.00
9/14/26	Hardknox Gang Intervention and Prevention		\$ 5,000.00		\$ 23,250.00
9/14/26	Becky Baker Foundation - Giving Hearts		\$ 2,000.00		\$ 21,250.00
9/14/26	Community Health Center Foundation - Fiesta Fundraiser		\$ 1,500.00		\$ 19,750.00



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: September 14, 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 CONFIRMING THE APPOINTMENT BY THE MAYOR OF THOMAS SLAVONIK TO SERVE A TWO (2) YEAR TERM ON THE AIRPORT POLICY ADVISORY COMMITTEE

SUMMARY:

This Resolution confirms the appointment by the Mayor of Thomas Slavonik to the Airport Policy Advisory Committee for a term of two (2) years, beginning September 30, 2026, and expiring September 30, 2028.

PREVIOUS COUNCIL ACTION:

On August 24, 2026, City Council adopted the Resolution establishing the Airport Policy Advisory Committee.

On August 24, 2026, City Council voted six to one to separate the Resolution confirming the appointment of four members to the Airport Policy Advisory Committee into four Resolutions, each confirming the appointment of one member.

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. This Resolution confirms an initial appointment to a two (2) year term. Members serve without compensation.

The Mayor has appointed Thomas Slavonik and submits that appointment for confirmation. Three companion Resolutions confirming the remaining appointments to the Committee are before City Council at this same meeting.

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, this appointment is not confirmed and the seat remains vacant. The Mayor would submit another appointment for confirmation at a later meeting.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 16429

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE
MAYOR OF THOMAS SLAVONIK TO SERVE A TWO (2) YEAR
TERM 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, on August 24, 2026, City Council voted six to one to separate the Resolution confirming the appointment of four members to the Airport Policy Advisory Committee into four Resolutions, each confirming the appointment of one member; 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 individual named in Section 1 of this Resolution to serve on the Airport Policy Advisory Committee and has submitted that appointment 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 Thomas Slavonik to serve as a member of the Airport Policy Advisory Committee for a term of two (2) years, beginning September 30, 2026, and expiring September 30, 2028, is hereby confirmed. The 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.

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 3.

This Resolution shall become effective upon final passage and approval.

INTRODUCED: September 14, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Clyde Bishop
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: September 14, 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 CONFIRMING THE APPOINTMENT BY THE MAYOR OF BILL EVANS TO SERVE A TWO (2) YEAR TERM ON THE AIRPORT POLICY ADVISORY COMMITTEE

SUMMARY:

This Resolution confirms the appointment by the Mayor of Bill Evans to the Airport Policy Advisory Committee for a term of two (2) years, beginning September 30, 2026 and expiring September 30, 2028.

PREVIOUS COUNCIL ACTION:

On August 24, 2026, City Council adopted the Resolution establishing the Airport Policy Advisory Committee.

On August 24, 2026, City Council voted six to one to separate the Resolution confirming the appointment of four members to the Airport Policy Advisory Committee into four Resolutions, each confirming the appointment of one member.

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. This Resolution confirms an initial appointment to a two (2) year term. Members serve without compensation.

The Mayor has appointed Bill Evans and submits that appointment for confirmation. Three companion Resolutions confirming the remaining appointments to the Committee are before City Council at this same meeting.

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, this appointment is not confirmed and the seat remains vacant. The Mayor would submit another appointment for confirmation at a later meeting.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 16430

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE
MAYOR OF BILL EVANS TO SERVE A TWO (2) YEAR TERM
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, on August 24, 2026, City Council voted six to one to separate the Resolution confirming the appointment of four members to the Airport Policy Advisory Committee into four Resolutions, each confirming the appointment of one member; 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 individual named in Section 1 of this Resolution to serve on the Airport Policy Advisory Committee and has submitted that appointment 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 Bill Evans to serve as a member of the Airport Policy Advisory Committee for a term of two (2) years, beginning September 30, 2026, and expiring September 30, 2028, is hereby confirmed. The 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.

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 3.

This Resolution shall become effective upon final passage and approval.

INTRODUCED: September 14, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Clyde Bishop
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: September 14, 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 CONFIRMING THE APPOINTMENT BY THE MAYOR OF VANCE CROCKER TO SERVE A FOUR (4) YEAR TERM ON THE AIRPORT POLICY ADVISORY COMMITTEE

SUMMARY:

This Resolution confirms the appointment by the Mayor of Vance Crocker to the Airport Policy Advisory Committee for a term of four (4) years, beginning September 30, 2026 and expiring September 30, 2030.

PREVIOUS COUNCIL ACTION:

On August 24, 2026, City Council adopted the Resolution establishing the Airport Policy Advisory Committee.

On August 24, 2026, City Council voted six to one to separate the Resolution confirming the appointment of four members to the Airport Policy Advisory Committee into four Resolutions, each confirming the appointment of one member.

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. This Resolution confirms an initial appointment to a four (4) year term. Members serve without compensation.

The Mayor has appointed Vance Crocker and submits that appointment for confirmation. Three companion Resolutions confirming the remaining appointments to the Committee are before City Council at this same meeting.

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, this appointment is not confirmed and the seat remains vacant. The Mayor would submit another appointment for confirmation at a later meeting.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 16431

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE
MAYOR OF VANCE CROCKER TO SERVE A FOUR (4) YEAR
TERM 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, on August 24, 2026, City Council voted six to one to separate the Resolution confirming the appointment of four members to the Airport Policy Advisory Committee into four Resolutions, each confirming the appointment of one member; 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 individual named in Section 1 of this Resolution to serve on the Airport Policy Advisory Committee and has submitted that appointment 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 Vance Crocker to serve as a member of the Airport Policy Advisory Committee for a term of four (4) years, beginning September 30, 2026 and expiring September 30, 2030, is hereby confirmed. The 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.

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 3.

This Resolution shall become effective upon final passage and approval.

INTRODUCED: September 14, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Clyde Bishop
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: September 14, 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 CONFIRMING THE APPOINTMENT BY THE MAYOR OF REESE HAYS TO SERVE A FOUR (4) YEAR TERM ON THE AIRPORT POLICY ADVISORY COMMITTEE

SUMMARY:

This Resolution confirms the appointment by the Mayor of Reese Hays to the Airport Policy Advisory Committee for a term of four (4) years, beginning September 30, 2026 and expiring September 30, 2030.

PREVIOUS COUNCIL ACTION:

On August 24, 2026, City Council adopted the Resolution establishing the Airport Policy Advisory Committee.

On August 24, 2026, City Council voted six to one to separate the Resolution confirming the appointment of four members to the Airport Policy Advisory Committee into four Resolutions, each confirming the appointment of one member.

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. This Resolution confirms an initial appointment to a four (4) year term. Members serve without compensation.

The Mayor has appointed Reese Hays and submits that appointment for confirmation. Three companion Resolutions confirming the remaining appointments to the Committee are before City Council at this same meeting.

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, this appointment is not confirmed and the seat remains vacant. The Mayor would submit another appointment for confirmation at a later meeting.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO.

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE
MAYOR OF REESE HAYS TO SERVE A FOUR (4) YEAR TERM
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, on August 24, 2026, City Council voted six to one to separate the Resolution confirming the appointment of four members to the Airport Policy Advisory Committee into four Resolutions, each confirming the appointment of one member; 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 individual named in Section 1 of this Resolution to serve on the Airport Policy Advisory Committee and has submitted that appointment 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 Reese Hays to serve as a member of the Airport Policy Advisory Committee for a term of four (4) years, beginning September 30, 2026 and expiring September 30, 2030, is hereby confirmed. The 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.

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 3.

This Resolution shall become effective upon final passage and approval.

INTRODUCED: September 14, 2026

BY: Roger Gomez

MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: September 14, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION APPROVING THE TRANSFER OF FUNDS FROM ANNUAL LARGE MAIN REHAB (WWAN02) IN THE AMOUNT OF \$1,000,000 TO EMERGENCY POINT REPAIRS (WWAN03)

SUMMARY:

This Resolution approves a transfer of funds, already budgeted and appropriated, from Annual Large Main Rehab to Emergency Point Repair project.

PREVIOUS COUNCIL ACTION:

Each year through the budget process, an amount is budgeted and appropriated for the Emergency Point Repair project (WWAN03). Through the 2026 budget process, \$633,385 was budgeted for this project.

BACKGROUND:

The Emergency Point Repair project (WWAN03) was created to fund projects that need to be done immediately to protect the citizens and the environment. Additional funds are needed to cover the remaining open projects and allow for additional Emergency Point Repairs that may be encountered during the remaining months of 2026.

FINANCIAL IMPLICATIONS:

There are no new financial implications. Funds are available in the Annual Large Main Rehab project (WWAN02) account, and no additional large main projects are planned for this year.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 16432

A RESOLUTION APPROVING THE TRANSFER OF FUNDS FROM ANNUAL LARGE MAIN REHAB (WWAN02) IN THE AMOUNT OF \$1,000,000 TO EMERGENCY POINT REPAIRS (WWAN03)

WHEREAS, the City of Pueblo, each year, has budgeted and appropriated funds for a number of projects in Wastewater; and

WHEREAS, one such project, the annual Emergency Point Repair project (WWAN03), was funded in 2026 with \$633,385, and the current year emergency point repairs have exceeded this amount; and

WHEREAS, the Annual Large Main project (WWAN02) currently holds a balance of \$7,715,877.84; NOW THEREFORE,

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

SECTION 1.

The City hereby transfers \$1,000,000 from Annual Large Main Rehab (WWAN02) to Emergency Point Repair (WWAN03).

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 Resolution to effectuate the transactions described therein.

SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 14, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Clyde Bishop
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: September 14, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$928,420.00 TO N LINE ELECTRIC FOR PROJECT NO. 26-043 (WW1203) FY2026 SWITCHGEAR REPLACEMENT AT THE JAMES R. DIORIO WATER RECLAMATION FACILITY, SETTING FORTH \$92,842.00 FOR CONTINGENCIES AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

SUMMARY:

This Resolution awards a construction contract to N Line Electric for Project No. 26-043 (WW1203), FY2026 Switchgear Replacement at the James R. Dilorio Water Reclamation Facility (WRF). The project will replace the incoming switchgear.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The WRF treats all the wastewater for the City of Pueblo. The incoming switchgear controls all the power that is supplied to the WRF. The current switchgear does not trip like a breaker, with a power outage or lightning strike. This is how the switchgear should protect the WRF and keep all components safe and protected. The new switchgear will protect all the phases of incoming power to the WRF electrical components. Without the new switchgear, the WRF is in danger of lightning strikes or power surges that will cause damage to pumps, motors, and other switchgear throughout the WRF, which would incur a great cost to replace all the damaged items.

FINANCIAL IMPLICATIONS:

The cost of the construction project was bid at \$928,420.00 with contingencies of \$92,842.00. Funds are available from the Sewer User Funds and appropriated to Project No. 26-043 (WW1203) WRF Electrical Upgrade.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

If nothing is done with the switchgear it will leave the WRF in a compromised state.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 09-14-26 site map switchgear
2. 09-14-26 26-043 Bid Summary for Switchgear

RESOLUTION NO. 16433

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$928,420.00 TO N LINE ELECTRIC FOR PROJECT NO. 26-043 (WW1203) FY2026 SWITCHGEAR REPLACEMENT AT THE JAMES R. DIORIO WATER RECLAMATION FACILITY, SETTING FORTH \$92,842.00 FOR CONTINGENCIES AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

WHEREAS, competitive bids for Project No. 26-043 (WW1203) FY2026 Switchgear Replacement at the James R. Dilorio Water Reclamation Facility have been received and examined; and

WHEREAS, the proposal of N Line Electric. was the lowest of those bids determined to be responsive; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 26-043 (WW1203) FY2026 Switchgear Replacement at the James R. Dilorio Water Reclamation Facility to be performed, and the contract for said project is hereby awarded to N Line Electric, in the amount of \$928,420.00.

SECTION 2.

Funds for Project 26-043 (WW1203) WRF Electrical Upgrade shall be from the Sewer User Funds.

SECTION 3.

The Purchasing Agent is hereby authorized to execute said contract on behalf of Pueblo, A Colorado Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest the same.

SECTION 4.

In addition to the amount of the bid set forth, as aforementioned, an additional amount as stipulated in this section is hereby established for contingencies and additional work.

Contingencies and Additional Work.....\$92,842.00.

SECTION 5.

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

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 14, 2026

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Clyde Bishop
CITY CLERK



Page 693 of 970



City of Pueblo
Purchasing

Teresa May Burns, Director
230 S. Mechanic St., Pueblo, CO 81003

EVALUATION TABULATION

IFB No. 26-043

Wastewater Reclamation Facility (WRF) Switchgear Replacement

RESPONSE DEADLINE: August 5, 2026 at 11:00 am

Report Generated: Wednesday, August 5, 2026

SELECTED VENDOR TOTALS

Vendor	Total
N Line Electric	\$928,420.00
Altitude Energy, LLC	\$1,033,975.00
Main Electric, LTD.	\$1,289,990.00
Sturgeon Electric Company INC.	\$1,299,840.00
McDade-Woodcock, Inc.	\$1,327,284.00

EVALUATION TABULATION

IFB No. 26-043

Wastewater Reclamation Facility (WRF) Switchgear Replacement

TABLE 1

Selected	Line Item	Description	Quantity	Unit of Measure	Altitude Energy, LLC		Main Electric, LTD.		McDade-Woodcock, Inc.		N Line Electric		Sturgeon Electric Company INC.	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Grand Total Bid (for all work outlined in this Invitation for Bid excluding temporary power generation)	1	Lump Sum	\$998,300.00	\$998,300.00	\$1,051,770.00	\$1,051,770.00	\$981,344.00	\$981,344.00	\$853,527.00	\$853,527.00	\$1,032,084.00	\$1,032,084.00
X	2	Temporary Power Generation (including equipment rental and all associated costs)	1	Lump Sum	\$35,675.00	\$35,675.00	\$238,220.00	\$238,220.00	\$345,940.00	\$345,940.00	\$74,893.00	\$74,893.00	\$267,756.00	\$267,756.00
Total						\$1,033,975.00		\$1,289,990.00		\$1,327,284.00		\$928,420.00		\$1,299,840.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - Wastewater Reclamation Facility (WRF) Switchgear Replacement

Page 2



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 14, 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. 11257

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 24, 2026.

Final adoption of Ordinance by City Council on September 14, 2026.

DocuSigned by:

Mark Cliff

B7A4F51823AB462...

President of City Council

Action by the Mayor:

☒ Approved on 09/15/2026.

☐ Disapproved on _____ based on the following objections:

Signed by:
Heather Graham
3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST
DocuSigned by:
Clyde Bishop
F1C1AF8727B149A...

City Clerk

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

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

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.

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 Regional BATTLE 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.

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

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

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

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 any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, 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

Date Signed



Wesley Kartus, Captain
BATTLE Project Director

7/17/2026

Date signed



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 14, 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 Tourism 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 24, 2026.

Final adoption of Ordinance by City Council on September 14, 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 $\$885,000.00 \div 28$

= \$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 (15th) 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 4 hereof 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 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: _____
City Clerk

By _____
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).

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 $\$885,000.00 \div 28 = \$31,607.15$

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 (15th) 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 4 hereof 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 ~~8.0510~~. 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: _____
City Clerk

By _____
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).

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 $\$885,000.00 \div 28 = \$31,607.15$

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 related to the Museum, 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.

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.

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 (15th) 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 4 hereof 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: _____
City Clerk

By _____
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.

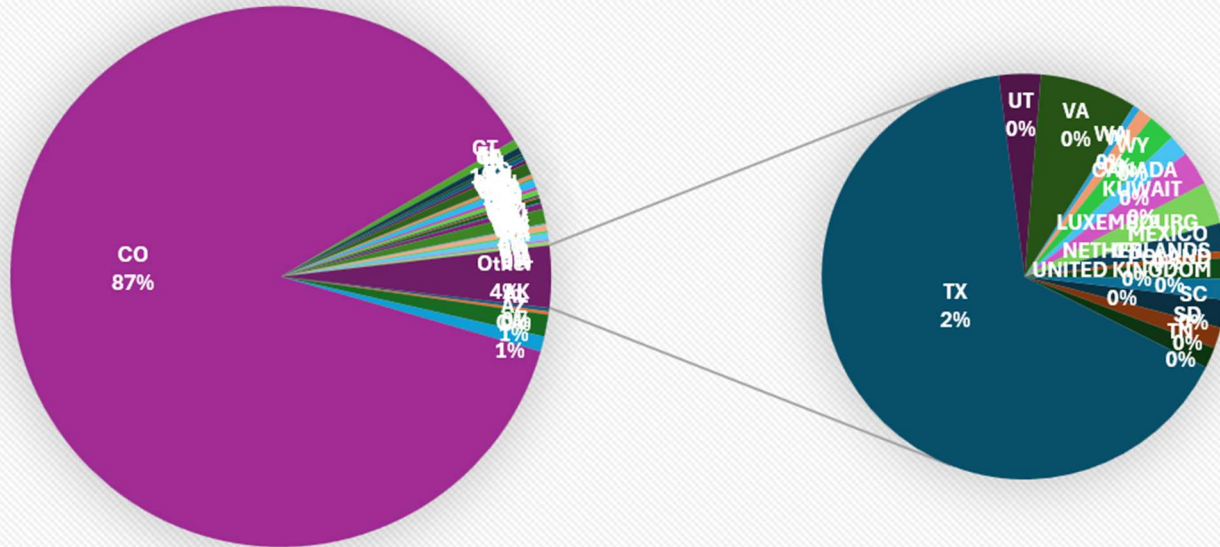
Witness my hand and official seal.

My commission expires: _____.

[S E A L]

Notary Public

Total Tickets



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%





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.



Leonardo da Vinci
Museum of North America
& S T E A M C E N T E R

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: September 14, 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 grants 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. 11258

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.

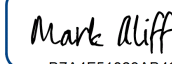
SECTION 5.

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 August 24, 2026.

Final adoption of Ordinance by City Council on September 14, 2026.

DocuSigned by:

B7A4F51823AB462...

President of City Council

Action by the Mayor:

☒ Approved on 09/15/2026.

☐ Disapproved on _____ based on the following objections:

Signed by:
Heather Graham
3A83950B7BCA482...

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
F1C1AF8727B148A...

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 14, 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. 11259

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.

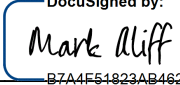
SECTION 4.

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 August 24, 2026.

Final adoption of Ordinance by City Council on September 14, 2026.

DocuSigned by:

B7A4F51823AB462...

President of City Council

Action by the Mayor:

- ☒ Approved on 09/15/2026.
- ☐ Disapproved on based on the following objections:

Signed by:
Heather Graham
3A65950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of , on
- ☐ Council action on failed to override the Mayor's veto.

President of City Council

ATTEST

DocuSigned by:
Clyde Bishop
F1C1AF8727B149A...

City Clerk

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

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

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*****

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, President



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 14, 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. 11260

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 August 24, 2026.

Final adoption of Ordinance by City Council on September 14, 2026.

DocuSigned by:
Mark Cliff

BT44F51823AB402...

President of City Council

Action by the Mayor:

☒ Approved on 09/15/2026.

☐ Disapproved on _____ based on the following objections:

Signed-by: _____
Heather Graham
3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST
DocuSigned by:
Clyde Bishop
F4C1AF8727B149A...

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

By _____
President

Attest: _____
City Clerk

Attest: _____
Secretary

Approved as to form:

City Attorney

TRACKING NO. 329004

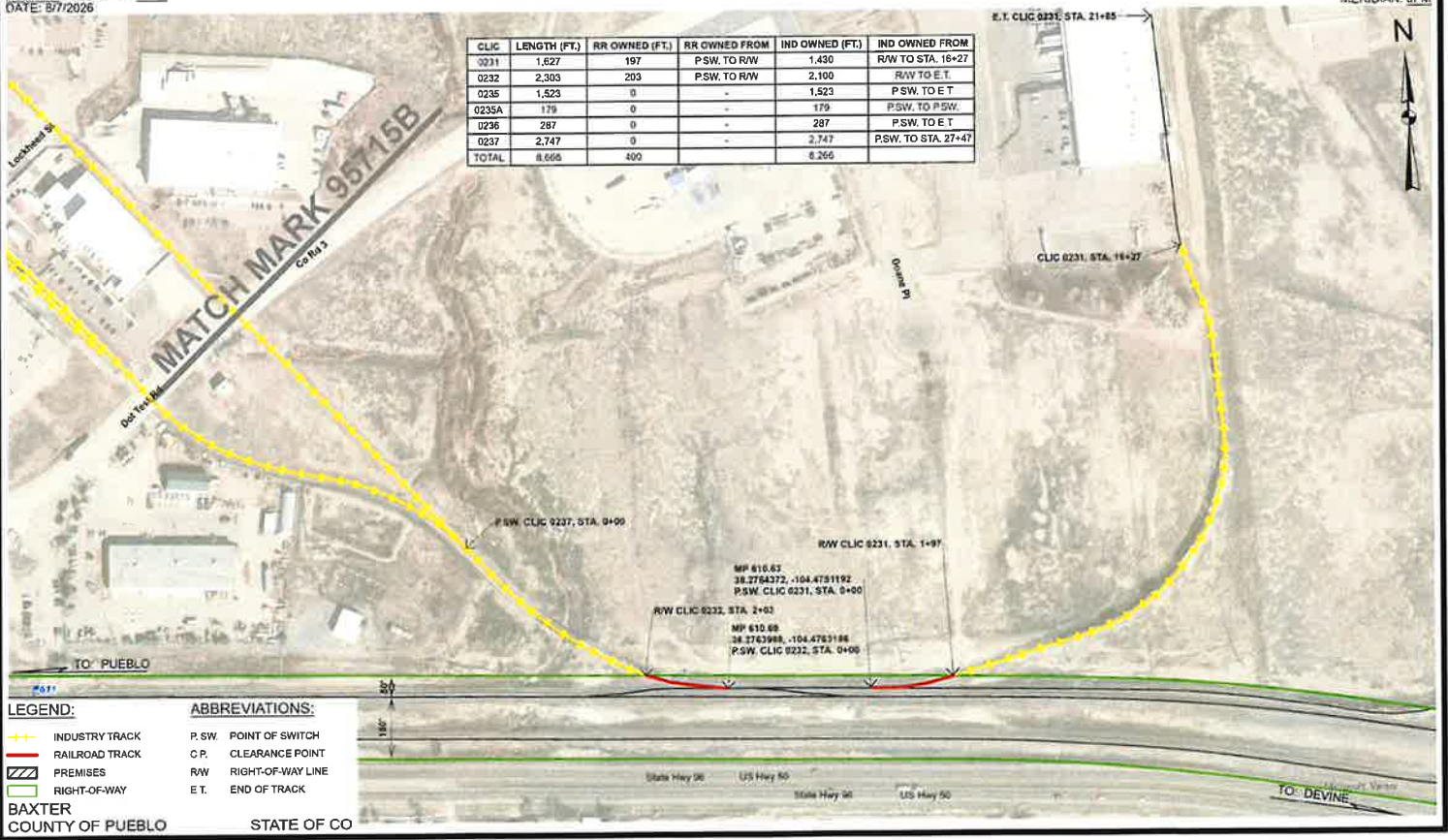
SECTION: 29, 30
TOWNSHIP & RANGE:
20S 63W
MERIDIAN: 6PM

MAP REF. 500556

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

EXHIBIT "A"

CLIC	LENGTH (FT.)	RR OWNED (FT.)	RR OWNED FROM	IND OWNED (FT.)	IND OWNED FROM
0231	1,627	197	P.S.W. TO R/W	1,430	R/W TO STA. 16+27
0232	2,303	203	P.S.W. TO R/W	2,100	R/W TO E.T.
0235	1,523	0	-	1,523	P.S.W. TO E.T.
0235A	179	0	-	179	P.S.W. TO P.S.W.
0236	287	0	-	287	P.S.W. TO E.T.
0237	2,747	0	-	2,747	P.S.W. TO STA. 27+47
TOTAL	8,665	400		8,266	



LEGEND:

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

ABBREVIATIONS:

- P.S.W. 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

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

EXHIBIT "A"

TRACKING NO. 329004

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

MAP REF. 500555



- | | |
|--------------------|------------------------|
| LEGEND: | ABBREVIATIONS: |
| --- INDUSTRY TRACK | P.S.W. POINT OF SWITCH |
| --- RAILROAD TRACK | C.P. CLEARANCE POINT |
| /// PREMISES | R.W. RIGHT-OF-WAY LINE |
| --- RIGHT-OF-WAY | 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: September 14, 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. 11261

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.

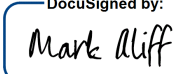
SECTION 4.

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 August 24, 2026.

Final adoption of Ordinance by City Council on September 14, 2026.

DocuSigned by:

B7A4F51825AB402...

President of City Council

Action by the Mayor:

☒ Approved on 09/15/2026.

☐ Disapproved on _____ based on the following objections:

Signed by:

Heather Graham

3A86060B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

DocuSigned by:

Clyde Bishop

F1C1AF8727B149A...

City Clerk

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF PUEBLO

AND

INTERNATIONAL ASSOCIATION

OF FIRE FIGHTERS

LOCAL #3

COMMENCING JANUARY 1, 2027

TABLE OF CONTENTS

PREAMBLE.....	1
DEFINITIONS	2
ARTICLE 1. RECOGNITION.....	3
ARTICLE 2. DUES CHECKOFF AND INDEMNIFICATION.	4
ARTICLE 3. UNION SECURITY.	5
ARTICLE 4. DISCRIMINATION.....	6
ARTICLE 5. PREVAILING RIGHTS.	7
ARTICLE 6. RIGHTS OF MANAGEMENT.....	8
ARTICLE 7. RULES AND REGULATIONS.....	10
ARTICLE 8. PRODUCTIVITY.	11
ARTICLE 9. OVERTIME PAY.	12
ARTICLE 10. WAGES.....	13
ARTICLE 11. BASIC RATE OF PAY.....	15
ARTICLE 12. TUITION REFUND.....	16
ARTICLE 13. MILITARY LEAVE.	17
ARTICLE 14. AUTOMOBILE ALLOWANCE.	18
ARTICLE 15. SHIFT EXCHANGE.....	19
ARTICLE 16. FUNERAL LEAVE.....	20
ARTICLE 17. LONGEVITY PAY.	21
ARTICLE 18. RATE OF PAY FOR WORKING IN HIGHER CLASSIFICATION.....	22
ARTICLE 19. HOLIDAYS.....	23
ARTICLE 20. VACATION LEAVE.	25
ARTICLE 21. APPENDICES AND AMENDMENTS.....	27
ARTICLE 22. CLOTHING ALLOWANCE.	28
ARTICLE 23. WORK SCHEDULES.....	30
ARTICLE 24. FAMILY MEDICAL COVERAGE.....	31
ARTICLE 25. GRIEVANCE PROCEDURE.....	32
ARTICLE 26. DISABILITY PAYMENTS--FIRE DEPARTMENT PERSONNEL.....	34
ARTICLE 27. SAVINGS CLAUSE.....	35
ARTICLE 28. SICK LEAVE.	36
ARTICLE 29. UNION ACTIVITY.	38

ARTICLE 30. INJURY LEAVE.....	39
ARTICLE 31. SPECIAL LEAVE.	40
ARTICLE 32. ABSENCE WITHOUT LEAVE.....	41
ARTICLE 33. STATION TRANSFERS.....	42
ARTICLE 34. LONGEVITY COMPENSATION DURING LEAVE.	43
ARTICLE 35. ORDER OF REDUCTION.....	44
ARTICLE 36. ENTRANCE SALARY RATES.	45
ARTICLE 37. APPOINTMENT PROBATIONARY.....	46
ARTICLE 38. LIGHT DUTY AND LIMITED DUTY ASSIGNMENT.....	47
ARTICLE 39. ABOLITION OF POSITION.....	50
ARTICLE 40. REINSTATEMENT AND REEMPLOYMENT.	51
ARTICLE 41. APPOINTMENT TO VACANCY.....	52
ARTICLE 42. RATE OF PAY ON DEMOTION.....	55
ARTICLE 43. RECLASSIFICATION.....	56
ARTICLE 44. REPORTING CHANGES IN DUTIES; RECLASSIFICATION.	57
ARTICLE 45. APPEAL FROM CLASSIFICATION OR RECLASSIFICATION.....	58
ARTICLE 46. VACANCIES.	59
ARTICLE 47. STRIKES - DISRUPTION OF SERVICE.....	60
ARTICLE 48. INTENT OF THIS AGREEMENT.	61
ARTICLE 49. PROMOTIONAL EXAMINATION REQUIREMENTS.	62
ARTICLE 50. REPLACEMENT.....	63
ARTICLE 51. DURATION OF AGREEMENT.....	64
ARTICLE 52. SAFETY.....	65
ARTICLE 53. LIABILITY INSURANCE.....	66
ARTICLE 54. SMOKE FREE WORKPLACE.....	67
ARTICLE 55. DEATH AND DISABILITY PLAN.....	68
ARTICLE 56. RANDOM DRUG TESTING.....	69
ARTICLE 57. MATERNITY, PATERNITY, AND PARENTAL LEAVE.....	70
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.

Section 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 ($\frac{1}{2}$) 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 ($\frac{1}{2}$) 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 $\frac{1}{2}$ 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 $\frac{1}{2}$ 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 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 _____, 2026.

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: _____

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.

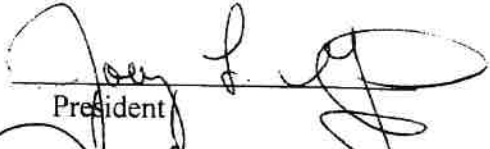
8. This Amendment shall be construed in accordance with and governed by the laws of the State of Colorado.

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.

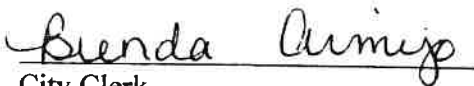
UNION
INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL NO. 3

By 
President
By 
Secretary

CITY
Pueblo, a municipal corporation

By 
Mayor

ATTEST:


City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 14, 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. 11262

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.

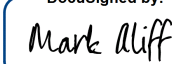
SECTION 5.

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 August 24, 2026.

Final adoption of Ordinance by City Council on September 14, 2026.

DocuSigned by:

B7A4F51823AB46Z

President of City Council

Action by the Mayor:

☒ Approved on 09/15/2026.

☐ Disapproved on _____ based on the following objections:

Signed by:
Heather Graham
3A85956B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

DocuSigned by:
Clyde Bishop
F1C1AF8727B149A...

City Clerk

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: September 14, 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. 11263

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.

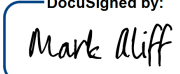
SECTION 4.

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 August 24, 2026.

Final adoption of Ordinance by City Council on September 14, 2026.

DocuSigned by:

B7A4F51823AB46Z

President of City Council

Action by the Mayor:

- ☒ Approved on 09/15/2026.
- ☐ Disapproved on based on the following objections:

Signed by:
Heather Graham
3A86960B7BCA462...

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
F1C1AF8727B148A...

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 (10th) 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:

Director of Aviation
31201 Bryan Circle
Pueblo, CO 81001
airportInfo@pueblo.us

To Lessee:

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:

CITY:

City of Pueblo, A Municipal Corporation

Anwaar Saeed Allen

By: _____
Mayor

ATTEST:

By: _____
City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 14, 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. 11264

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.

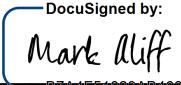
SECTION 4.

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 August 24, 2026.

Final adoption of Ordinance by City Council on September 14, 2026.

DocuSigned by:

B7A4F51623AB462...

President of City Council

Action by the Mayor:

☒ Approved on 09/16/2026.

☐ Disapproved on _____ based on the following objections:

Signed by:

Heather Graham

3A85950B7BGA462...

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

FTC1AF8727B149A...

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 (10th) 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:

Director of Aviation
31201 Bryan Circle
Pueblo, CO 81001
airportInfo@pueblo.us

To Lessee:

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:

CITY:

City of Pueblo, A Municipal Corporation

Nathan C. Hawkins

By: _____
Mayor

ATTEST:

By: _____
City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 14, 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. 11265

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 August 24, 2026.

Final adoption of Ordinance by City Council on September 14, 2026.

DocuSigned by:

Mark Cliff

B7A4F51023AB462...

President of City Council

Action by the Mayor:

☒ Approved on 09/15/2026.

☐ Disapproved on _____ based on the following objections:

Signed by: _____
Heather Graham
3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

DocuSigned by:
Clyde Bishop

FTC1AF8727B149A...
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 IJA (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. Trafficking in Persons.

- 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 Construction¹
- 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 Disadvantaged 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: September 14, 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. 11266

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:

<u>Wastewater Administration</u>	
Director of Wastewater	1
Accountant II	1
Regulatory Compliance Specialist	1
[WW Compliance Officer	1]
Administrative Technician	1
Total	[5] 4
 <u>Wastewater- Pre-Treatment</u>	
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 August 24, 2026.

Final adoption of Ordinance by City Council on September 14, 2026.

DocuSigned by:

Mark Cliff

B7A4F51823AB462...

President of City Council

Action by the Mayor:

☒ Approved on 09/15/2026.

☐ Disapproved on _____ based on the following objections:

Signed by:

Heather Graham

3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

DocuSigned by:

Clyde Bishop

F1C1AF6727B149A...

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 14, 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 - Fire Apparatus Equipment: \$35,000

Only the CDPHE funds and Airport Improvement Trust Fund dollars are appropriated through 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. 11267

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.

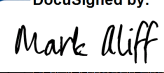
SECTION 7.

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 August 24, 2026.

Final adoption of Ordinance by City Council on September 14, 2026.

DocuSigned by:

B7A4F51823AB462...

President of City Council

Action by the Mayor:

☒ Approved on 09/15/2026.

☐ Disapproved on _____ based on the following objections:

Signed by: _____
Heather Graham
3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST
DocuSigned by:
Clyde Bishop
F1C1AE8727B149A...

City Clerk