



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

**MONDAY, SEPTEMBER 11, 2023  
7:00 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 Heather Graham

**B. INVOCATION**

Pastor Rob Reyes, Praise Assembly

**C. PLEDGE OF ALLEGIANCE**

**D. ROLL CALL**

**E. SPECIAL RECOGNITIONS**

E1 Proclamation Presentation: "Colorado Youth Awareness Week: September 11 - 15, 2023" - Jesse Sena, Member of the Communities that Care Coalition

E2 Proclamation Presentation: "Creek Week 2023: September 30 - October 8, 2023" - Susan Finzel, Pueblo Outreach Coordinator for the Fountain Creek Watershed District

**F. PUBLIC FORUM**

**G. COUNCIL MEMBER AND MAYOR COMMENTARY**

**H. REVIEW OF AGENDA**

**I. APPROVAL OF AGENDA**

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

**J. READING AND APPROVAL OF MINUTES**

*Motion to dispense with the reading and approve the Minutes of the Regular Meeting dated August 28, 2023, as distributed.*

J1 City Council Minutes August 28, 2023

**K. CONSENT AGENDA**

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

**L. COMMUNICATIONS**

## **M. RESOLUTIONS**

- M1 A Resolution preliminarily determining that the petition for the annexation of the 20.17-acre area commonly known as the Quartz Road Annexation, is valid under the provisions of Colorado Revised Statutes sections 31-12-104(1)(a) and 31-12-107(1), tabling final action of 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
- M2 A Resolution authorizing the transfer of budgeted and appropriated funds in the amount of \$40,106.72 from account Project No. HU1502 - Main St/Union Ave Bridge Overlay to account Project No. HUAN05 - Bridge Repairs.
- M3 A Resolution confirming the appointment by the Mayor of Peter Quinby and Walter Ross to serve a three-year term expiring September 30, 2026 on the Pueblo Memorial Airport Advisory Committee
- M4 A Resolution confirming the appointment by the Mayor of George Koncilja to complete a four-year term expiring January 1, 2027 on the Historic Preservation Commission
- M5 A Resolution confirming the appointment by the Mayor of Janelle Quick to serve a three-year term expiring August 31, 2026 on the El Centro del Quinto Sol Recreation Center Board of Directors
- M6 A Resolution confirming the appointment by the Mayor of Kristin Hoffmann to complete a three-year term expiring December 31, 2024 on the Pueblo Human Relations Commission - City Appointment
- M7 A Resolution authorizing the issuance of a revocable permit (REV-23-37) to the Senior Resource Development Agency (SRDA) for the use of the front sidewalk in front of the SRDA building and the courtyards south and north of the building for the SRDA Fund Raiser at the Pueblo Chile and Frijoles Festival
- M8 A Resolution authorizing the issuance of a revocable permit (REV-23-34) to Below Grade, LLC, dba Vessel Brewing Company - Gold Dust Saloon Craft Beer & Grill located at 217 South Union Avenue, by extending eighteen (18) feet into South Union Avenue for the Pueblo Chile and Frijoles Festival
- M9 A Resolution authorizing the issuance of a revocable permit (REV-23-39) to the P.L.A.C.E. (Pueblo's Legacy and Community Experience) Project for the use of the public right-of-way along Ruberson Drive between West 18th Street and West 22nd Street to host a community block party and resource fair for families on the west side
- M10 A Resolution authorizing the issuance of a revocable permit (REV-23-41) to E.T. Technologies, Inc., for the use of the public right-of-way on West "D" Street and Lamkin Street for the purpose of installing groundwater monitoring wells
- M11 A Resolution authorizing the issuance of a revocable permit (REV-23-33) to Solar Roast Coffee, LLC., for the use of the East (right) lane of Main Street between the alley mid 200 block of Main Street and 3rd street, including the parking spaces directly in front of the Solar Roast Coffee Building to host the inaugural Pueblopalooza Music & Art Festival

## **N. ORDINANCES – FIRST PRESENTATION**

- N1 An Ordinance approving an agreement between the City of Pueblo, a Colorado Municipal Corporation, and The State of Colorado, by and through The State Fair Authority, related to the rental of state facilities to host the City's 2023 Annual Employee Health Fair
- N2 An Ordinance approving Amendment No. 1 to the Subdivision Improvements Agreement for the Pueblo Springs Apartments Subdivision entered into between the City of Pueblo



and Pueblo Springs Apartments, LLC, and authorizing execution thereof by the Mayor

- N3 An Ordinance annexing unincorporated land commonly known as the Dorcy Community Housing annexation to the City of Pueblo, described as 10.74-acres of land generally located south of Red Creek Springs Road and north of the Kingsroyal Boulevard terminus
- N4 An Ordinance amending zoning restrictions from Pueblo County A-4 to City of Pueblo R-3-, one- and two-family residential zone district for approximately 10.74-acres generally located south of Red Creek Springs Road, north of Regency Park, 10<sup>th</sup> Filing and west of the Meadows, Filing 4 Subdivision
- N5 An Ordinance vacating a 0.167-acre drainage easement within lot 1 and lot 2 of the Gredig Subdivision
- N6 An Ordinance approving the North Vista Highlands, Filing No. 7 Subdivision
- N7 An Ordinance vacating a ten-foot by one hundred and twenty-three-foot strip of Summit Avenue right-of-way
- N8 An Ordinance amending zoning restrictions from R-4, Mixed Residential Zone District to RCN, Residential Charter Neighborhood Zone District for 945 East Routt Avenue
- N9 An Ordinance amending zoning restrictions to rezone approximately 3,000 square feet of land at 718 West 4th Street from B-4, Regional Business Zone District to S-1, Government Use Zone District
- N10 An Ordinance approving an agreement for research and arts study services between the City of Pueblo, a Colorado Municipal Corporation, and Roxanne Pignanelli and authorizing the Mayor to execute same
- N11 An Ordinance amending zoning restrictions from I-2, Industrial Zone District and I-3 Heavy Industrial Zone District to S-1, Government Use Zone District for approximately 2.9-acres generally located west of Santa Fe Drive, north and east of Richmond Avenue, and south of Mechanic Street
- N12 An Ordinance approving and authorizing the Mayor to sign a Settlement Agreement and Mutual Release of Claims between the City of Pueblo, a Colorado Municipal Corporation, and Reverend Paul Elder and the Christian Growth Center, Inc., related to settlement of United States District Court Of Colorado Action no. 22-CV-00460-CNS-MDB

## **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 25, 2023, 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 2023 general fund budget to Historic Pueblo, Inc. in the amount of \$1,000 to sponsor the Damon Days event on October 27, 2023 at 5:30 pm at the Union Depot
- Q2 A Resolution authorizing payment from the Council Contingencies account in the 2023 general fund budget to Pueblo Choral Society in the amount of \$6,000 to sponsor the Old Fashioned Christmas Concert on December 8, 2023 at 7 pm in Memorial Hall
- Q3 A Resolution authorizing payment from the Council Contingencies account in the 2023

general fund budget to Pueblo Film Fest Ltd. in the amount of \$1,000 to sponsor the Pueblo Film Fest in April 2024 at the Sangre de Cristo Arts & Conference Center

## **R. ORDINANCES – FINAL PRESENTATION**

- R1 An Ordinance approving and authorizing the execution of Operating ARP Grant May 19, 2023, relating to Award No. CO-2023-019-00 between the City of Pueblo and the United States of America, Department of Transportation, Federal Transit Administration, in the amount of \$297,737 budgeting and appropriating \$297,737 into Project PT2302 - *Introduced August 28, 2023 by Councilor Larry Atencio*
- R2 An Ordinance closing Project PT2202 Bonus Pay and moving remaining funds \$25,506.80 into Project PT2201 Shop Truck Replacement to purchase a new maintenance vehicle - *Introduced August 28, 2023 by Councilor Larry Atencio*
- R3 An Ordinance approving and authorizing a Memorandum of Understanding between the City of Pueblo, a Colorado Municipal Corporation, and Rocky Mountain S.E.R./Jobs for Progress Inc., regarding the Pueblo Food Project's rental space and collaboration agreement, and authorizing the Mayor to execute same - *Introduced August 28, 2023 by Councilor Larry Atencio*
- R4 An Ordinance approving and accepting a Department of Homeland Security (DHS) Grant No. EMW-2022-FG-05244 and applicable conditions pertaining thereto, establishing Project No. PS2313 for the purchase of four SCBAs and budgeting and appropriating grant funds in the amount of \$37,080 for the purposes authorized by the grant agreement - *Introduced August 28, 2023 by Councilor Larry Atencio*
- R5 An Ordinance approving and accepting a grant agreement and applicable conditions pertaining thereto with the Colorado Department of Transportation (CDOT) for the "A Step Towards Reducing Traffic Fatalities" grant, in the amount of \$75,000, from October 1st, 2023 through September 30th, 2024, establishing project number PS2312, budgeting and appropriating funds into project PS2312, and authorizing the mayor to execute same - *Introduced August 28, 2023 by Councilor Larry Atencio*

## **S. COUNCIL MEMBER CONFLICT OF INTEREST**

*Councilor Maestri may ask to be excused from the meeting due to a potential conflict of interest with agenda item number S-1.*

- S1 A Resolution awarding a construction contract in the amount of \$87,650 to Baha Construction Inc., for Project No. 23-122, Fire Station #5 - Truck Bay Concrete Replacement, setting forth \$17,530 for contingencies, and authorizing the Purchasing Agent to execute same

## **T. ADJOURN**



**REGULAR CITY COUNCIL MEETING  
CITY COUNCIL CHAMBERS – CITY HALL  
#1 CITY HALL PLACE  
MONDAY, AUGUST 28, 2023 - 7:00 PM  
MINUTES**

**A. CALL TO ORDER**

President Graham called the meeting to order at 7:00 p.m.

**B. INVOCATION**

**C. PLEDGE OF ALLEGIANCE**

**D. ROLL CALL**

**Council Members Present:** Larry Atencio, Dennis Flores, Heather Graham, Regina Maestri, Sarah Martinez, Vicente Martinez Ortega, Lori Winner.

**Council Members Present via Zoom:** None.

**Council Members Absent:** None.

**Administrative Staff Members Present:** Mayor Nicholas Gradisar, Chief of Staff Laura Solano, City Attorney George Hypolite, City Clerk Marisa Stoller.

**E. SPECIAL RECOGNITIONS**

**F. PUBLIC FORUM**

- Ted Freeman - RI & Emergency Ord (8114)
- Kenneth Owens - Possible liability
- Paul Rayale - City Ordinances

**G. COUNCIL MEMBER AND MAYOR COMMENTARY**

Chief of Staff Laura Solano reported for the Mayor: PACOG will be providing free K-12 bus transit through the 2023-2024 school year. The City's float took 1st place for the second year in a row at the State Fair parade. The Fiesta Day parade is Sunday. Warming shelter update - next Tuesday executive session. Sept. Community Connection at 9am Friday at Solar Roast.

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 Martinez, seconded by Councilor Martinez Ortega, moved to remove item N4 from the agenda and to approve the agenda as amended.

Roll Call - **Ayes:** Councilor Winner, Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega. **Nays:** None. Motion Passed 7-0.

## **J. READING AND APPROVAL OF MINUTES**

### **J1 CITY COUNCIL MINUTES AUGUST 14, 2023**

Councilor Martinez Ortega, seconded by Councilor Flores, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **August 14, 2023** as distributed.

Roll Call - **Ayes:** Councilor Winner, Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega. **Nays:** None. Motion Passed 7-0.

## **K. CONSENT AGENDA**

City Clerk Marisa Stoller read the Consent Agenda into the record.

## **L. COMMUNICATIONS**

### **L1 MINUTES OF THE PLANNING AND ZONING COMMISSION REGULAR MEETING FOR 7/12/2023**

## **M. RESOLUTIONS**

### **M1 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$9,730,246.03 TO PYRAMID CONSTRUCTION, INC., FOR PROJECT NO. 23-028 RUNWAY 8R-26L PAVEMENT REHABILITATION AND TAXIWAY A2 REMOVAL AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 15346.

### **M2 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$185,236.01 TO FULL TILT CONSTRUCTION, INC., FOR PROJECT NO. 23-060R, ADA CURB RAMPS - PHASE 2 (CDBG) - REBID, SETTING FORTH \$14,763.99 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 15347.

### **M3 A RESOLUTION ESTABLISHING ACCOUNT PROJECT NO. C12327, WHITLOCK PLANT OUTFLOW REPAIRS PROJECT, TRANSFERRING \$77,119 FROM ACCOUNT PROJECT NO. C12322, FOUNTAIN CREEK TRAIL PROJECT TO ACCOUNT PROJECT NO. C12327, WHITLOCK PLANT OUTFLOW REPAIRS PROJECT, RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$67,060 TO PARKER EXCAVATING, INC., FOR PROJECT**

**NO. 23-110, WHITLOCK PLANT OUTFLOW EMERGENCY CULVERT REPAIRS,  
AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME**

This Resolution was assigned as 15348.

- M4 A RESOLUTION ESTABLISHING ACCOUNT PROJECT NO. CI2326, CHILLER COMPRESSOR UNIT REPAIRS PROJECT, TRANSFERRING \$60,836.75 FROM ACCOUNT PROJECT NO. CI2322, FOUNTAIN CREEK TRAIL PROJECT TO ACCOUNT PROJECT NO. CI2326, CHILLER COMPRESSOR UNIT REPAIRS PROJECT, RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$56,545 TO CARRIER CORPORATION, FOR PROJECT NO. 23A-045, CHILLER COMPRESSOR UNIT REPAIRS AT PMJC, AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME**

This Resolution was assigned as 15349.

- M5 A RESOLUTION AWARDING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF \$8,351 TO GARCIA CONCRETE LLC., FOR PROJECT NO. 23-079, CONCRETE IMPROVEMENTS - CRANE RIDGE DRIVE, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 15350.

- M6 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF TOM CORLETT TO COMPLETE A FOUR-YEAR TERM EXPIRING JUNE 30, 2027 ON THE PUEBLO ENERGY ADVISORY COMMISSION**

This Resolution was assigned as 15351.

- M7 A RESOLUTION APPOINTING ANDY JESIK TO SERVE A THREE-YEAR TERM EXPIRING OCTOBER 1, 2026 ON THE REGIONAL BUILDING COMMISSION**

This Resolution was assigned as 15352.

- M8 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-10) TO THE PUEBLO CHAMBER OF COMMERCE FOR THE USE OF GRAND AVENUE FROM CITY CENTER DRIVE TO UNION AVENUE, D STREET FROM VICTORIA AVENUE TO MAIN STREET, C STREET FROM VICTORIA AVENUE TO MAIN STREET, UNION AVENUE FROM CITY CENTER DRIVE TO B STREET, AND ALAN HAMEL AVENUE FROM UNION AVENUE TO MAIN STREET TO HOST THE 29TH ANNUAL CHILE AND FRIJOLES FESTIVAL**

This Resolution was assigned as 15353.

**N. ORDINANCES – FIRST PRESENTATION**

- N1 AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF OPERATING ARP GRANT MAY 19, 2023, RELATING TO AWARD NO. CO-2023-019-00 BETWEEN THE CITY OF PUEBLO AND THE UNITED STATES OF AMERICA, DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, IN THE AMOUNT OF \$297,737 BUDGETING AND APPROPRIATING \$297,737 INTO PROJECT PT2302**

- N2 AN ORDINANCE CLOSING PROJECT PT2202 BONUS PAY AND MOVING**

**REMAINING FUNDS \$25,506.80 INTO PROJECT PT2201 SHOP TRUCK REPLACEMENT TO PURCHASE A NEW MAINTENANCE VEHICLE**

**N3 AN ORDINANCE APPROVING AND ACCEPTING A DEPARTMENT OF HOMELAND SECURITY (DHS) GRANT NO. EMW-2022-FG-05244 AND APPLICABLE CONDITIONS PERTAINING THERETO, ESTABLISHING PROJECT NO. PS2313 FOR THE PURCHASE OF FOUR SCBA'S AND BUDGETING AND APPROPRIATING GRANT FUNDS IN THE AMOUNT OF \$37,080 FOR THE PURPOSES AUTHORIZED BY THE GRANT AGREEMENT**

**N4 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE APPROXIMATELY 3,000 SQUARE FEET OF LAND AT 718 WEST 4TH STREET FROM B-4, REGIONAL BUSINESS ZONE DISTRICT TO S-1, GOVERNMENT USE ZONE DISTRICT**

This item was removed from the agenda.

**N5 AN ORDINANCE APPROVING AND AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND ROCKY MOUNTAIN S.E.R./JOBS FOR PROGRESS INC., REGARDING THE PUEBLO FOOD PROJECT'S RENTAL SPACE AND COLLABORATION AGREEMENT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME**

**N6 AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) FOR THE "A STEP TOWARDS REDUCING TRAFFIC FATALITIES" GRANT, IN THE AMOUNT OF \$75,000, FROM OCTOBER 1ST, 2023 THROUGH SEPTEMBER 30TH, 2024, ESTABLISHING PROJECT NUMBER PS2312, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2312, AND AUTHORIZING THE MAYOR TO EXECUTE SAME**

**O. APPROVAL OF CONSENT AGENDA**

Councilor Atencio, seconded by Councilor Martinez, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for September 11, 2023, and Order the Ordinances to be published BY TITLE.

Roll Call – **Ayes:** Councilor Winner, Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega. **Nays:** None. Motion Passed 7-0.

**P. REGULAR AGENDA**

**Q. ORDINANCES- FIRST PRESENTATION**

**Q1 AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY**

**OF PUEBLO, COLORADO, AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 7, 2023, A QUESTION TO AMEND THE CITY'S CHARTER TO REQUIRE CITY OFFICIALS TO RESIGN THEIR CURRENT POSITION BEFORE SEEKING NOMINATION FOR ANOTHER PUBLIC OFFICE**

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

Councilor Martinez Ortega, seconded by Councilor Winner, moved to pass the Ordinance on first reading.

Roll Call - **Ayes:** Councilor Winner, Councilor Maestri. **Nays:** Councilor Atencio, Councilor Flores, President Graham, Councilor Martinez, Councilor Martinez Ortega. Motion Failed 2-5.

**R. RESOLUTIONS**

**R1 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO MAD FRESH PRODUCTIONS IN THE AMOUNT OF \$1,500 TO SPONSOR THE 5TH ANNUAL MULTICULTURAL FESTIVAL ON OCTOBER 7, 2023 AT 11 AM IN MINERAL PALACE PARK**

A staff report and detailed review of the Resolution was given by Laura Solano, Chief of Staff.

Councilor Martinez Ortega, seconded by Councilor Flores, moved to approve the Resolution.

Roll Call - **Ayes:** Councilor Winner, Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega. **Nays:** None. Motion Passed 7-0.

This Resolution was assigned as 15354.

**R2 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO ASSISTANCE LEAGUE OF PUEBLO, INC. IN THE AMOUNT OF \$1,000 TO SPONSOR THE HOLIDAY FASHION PREVIEW ON SATURDAY, DECEMBER 2, 2023 AT THE PUEBLO CONVENTION CENTER**

A staff report and detailed review of the Resolution was given by Laura Solano, Chief of Staff.

Councilor Martinez Ortega, seconded by Councilor Maestri, moved to approve the Resolution.

Roll Call - **Ayes:** Councilor Winner, Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega. **Nays:** None. Motion Passed 7-0.

This Resolution was assigned as 15355.

**S. ORDINANCES – FINAL PRESENTATION**

**S1 AN ORDINANCE APPROVING AND ACCEPTING AIRPORT IMPROVEMENT**

**PROGRAM (AIP) GRANT AGREEMENT NO. 3-08-0046-048-2023 FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR FUNDS IN THE AMOUNT OF \$9,316,522 FOR COSTS RELATED TO THE REHABILITATION OF RUNWAY 8R/26L AND TAXIWAY A2 REMOVAL (PHASE 2 – CONSTRUCTION) AT THE PUEBLO MEMORIAL AIRPORT, BUDGETING AND APPROPRIATING \$9,316,522 TO PROJECT NO. AP2205 - REHAB OF RUNWAY 8R-26L DESIGN AND CONSTRUCTION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME**

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

**PUBLIC HEARING:**

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

Councilor Martinez Ortega, seconded by Councilor Flores, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Winner, Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10533.**

**S2 AN ORDINANCE APPROVING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., FOR THE CONSTRUCTION ADMINISTRATION FOR THE REHABILITATION OF RUNWAY 8R/26L AND TAXIWAY A2 REMOVAL (PHASE 2 – CONSTRUCTION) PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME**

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

**PUBLIC HEARING:**

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

Councilor Martinez Ortega, seconded by Councilor Martinez, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Winner, Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10534.**

**S3 AN ORDINANCE BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$201,869 TO PROJECT PS2203 FOR THE NURSE NAVIGATION PROGRAM**

A staff report and detailed review of the Ordinance was given by Barb Huber, Fire Chief.

**PUBLIC HEARING:**



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

Councilor Martinez Ortega, seconded by Councilor Flores, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Winner, Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10535.**

**S4 AN ORDINANCE APPROVING AND ACCEPTING A COLORADO RESOURCE FOR EMERGENCY AND TRAUMA EDUCATION (CREATE) GRANT ESTABLISHING PROJECT NO. PS2311 FOR EMERGENCY AND TRAUMA GRANT, AND BUDGETING AND APPROPRIATING GRANT FUNDS IN THE AMOUNT OF \$17,950, WHICH INCLUDES A FIFTY PERCENT COST MATCH OF \$17,950 FR THE PURPOSES AUTHORIZED BY THE GRANT AGREEMENT**

A staff report and detailed review of the Ordinance was given by Barb Huber, Fire Chief.

**PUBLIC HEARING:**

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

Councilor Martinez Ortega, seconded by Councilor Martinez, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Winner, Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10536.**

**S5 AN ORDINANCE TRANSFERRING \$10,000 FROM ACCOUNT PROJECT CI2204, STREET REHABILITATION TO CI2205, FIRE 3 STATIONS - ARCH/DESIGN TO FUND ADDITIONAL DESIGN EFFORT FOR THE EXTENSION OF A WATER MAIN IN JERRY MURPHY ROAD, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$10,000 AND AUTHORIZING THE MAYOR TO EXECUTE SAME**

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

**PUBLIC HEARING:**

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

Councilor Martinez Ortega, seconded by Councilor Flores, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Winner, Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10537.**

**S6 AN ORDINANCE APPROVING A DEPOSIT AGREEMENT BETWEEN PIONEER WEST HOMES, LLC., A COLORADO LIMITED LIABILITY COMPANY, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO THE COLLECTION OF A DEPOSIT FOR THE INSTALLATION OF PUBLIC IMPROVEMENTS ASSOCIATED WITH THE PROPERTY AT 55 ABERDEEN BLUFF, AUTHORIZING EXECUTION OF SAID AGREEMENT BY THE MAYOR, AND PROVIDING PROCEDURES FOR RETURN OF THE DEPOSIT AND PREVIOUSLY COLLECTED LOT FEES AFTER INSTALLATION AND ACCEPTANCE OF THE REQUIRED PUBLIC IMPROVEMENTS IS COMPLETED**

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

**PUBLIC HEARING:**

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

Councilor Martinez Ortega, seconded by Councilor Flores, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Winner, Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10538.**

**S7 AN ORDINANCE AMENDING THE FY 2023 STAFFING ORDINANCE BY CONVERTING A VACANT CIVIL ENGINEER-CONSTRUCTION POSITION WITHIN THE PUBLIC WORKS DEPARTMENT TO A NEW CLASSIFICATION OF CONSTRUCTION MANAGER**

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

**PUBLIC HEARING:**

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

Councilor Martinez Ortega, seconded by Councilor Martinez, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Winner, Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10539.**

**S8 AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2023 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR CONSTRUCTION MANAGER AND ABOLISHING THE PAY SCALE FOR CIVIL ENGINEER-CONSTRUCTION**

A staff report and detailed review of the Ordinance was given by Marisa Pacheco, Director of Human Resources.

**PUBLIC HEARING:**

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

Councilor Martinez Ortega, seconded by Councilor Flores, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Winner, Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10540.**

**S9 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, 2024 AND AUTHORIZING THE MAYOR TO EXECUTE SAME.**

A staff report and detailed review of the Ordinance was given by Mayor Nicholas Gradisar.

**PUBLIC HEARING:**

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

Councilor Martinez Ortega, seconded by Councilor Flores, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Winner, Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10541.**

**S10 AN ORDINANCE AMENDING SECTION 12 OF CHAPTER 3 OF TITLE XI OF THE PUEBLO MUNICIPAL CODE FOR THE PURPOSE OF ELIMINATING THE DISTANCE RESTRICTION CONTAINED IN SECTION 44-3-313(1)(D)(I), C.R.S., WITH RESPECT TO LODGING AND ENTERTAINMENT LIQUOR LICENSES ON PREMISES LOCATED IN THE THUNDER VILLAGE BUSINESS DISTRICT NEAR THE CAMPUS OF COLORADO STATE UNIVERSITY - PUEBLO**

A staff report and detailed review of the Ordinance was given by City Clerk Marisa Stoller.

**PUBLIC HEARING:**

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

Councilor Martinez Ortega, seconded by Councilor Martinez, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Winner, Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10542.**

**S11 AN ORDINANCE APPROVING AND ACCEPTING A COOPERATIVE AGREEMENT BETWEEN THE CITY OF PUEBLO ON BEHALF OF THE PUEBLO POLICE DEPARTMENT, THE PUEBLO COUNTY DEPARTMENT OF HUMAN SERVICES, THE PUEBLO COUNTY SHERIFF'S OFFICE, AND THE 10TH JUDICIAL DISTRICT ATTORNEY'S OFFICE WITH RESPECT TO THE INVESTIGATION OF CHILD ABUSE AND NEGLECT CASES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME**

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

**PUBLIC HEARING:**

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

Councilor Martinez, seconded by Councilor Martinez Ortega, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Winner, Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10543**.

**T. QUASI-JUDICIAL PROCEEDINGS**

**T1 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 2511 EAST 4TH STREET AND THREE PARCELS LOCATED NORTH OF 2511 EAST 4TH STREET FROM B-4, R-2, AND S-4 TO BP, BUSINESS PARK ZONE DISTRICT**

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that the Planning & Zoning documents for this item, Case #Z-22-22 dated March 8, 2023, be made part of the record for this hearing. So ordered by President Graham.

**PUBLIC HEARING:**

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

Councilor Martinez Ortega, seconded by Councilor Atencio, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Winner, Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10544**.

**T2 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE LOT 3, BLOCK 1, TRINITY SUBDIVISION FROM B-3, HIGHWAY AND ARTERIAL BUSINESS DISTRICT TO I-2, INDUSTRIAL ZONE DISTRICT**

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that the Planning & Zoning documents for this item, Case #Z-22-11 dated July 13, 2022, be made part of the

record for this hearing. So ordered by President Graham.

**PUBLIC HEARING:**

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

Councilor Martinez Ortega, seconded by Councilor Martinez, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Winner, Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10545**.

**T3 AN ORDINANCE DESIGNATING 314 WEST 18TH STREET, THE EDWARD TELLER HOUSE, AS A LOCAL HISTORIC LANDMARK**

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that the Planning & Zoning documents for this item, Case #HBC-23-05 dated June 21, 2023, be made part of the record for this hearing. So ordered by President Graham.

**PUBLIC HEARING:**

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

Councilor Martinez Ortega, seconded by Councilor Martinez, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Winner, Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10546**.

**U. COUNCIL MEMBER CONFLICT OF INTEREST**

**U1 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$83,046 TO BAHAMAS CONSTRUCTION, INC., FOR PROJECT NO. 23-119, CONCRETE IMPROVEMENTS - KINGSROYAL BOULEVARD, SETTING FORTH \$9,965 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

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

Councilor Martinez Ortega, seconded by Councilor Martinez, moved to approve the Resolution.

Roll Call - **Ayes:** Councilor Winner, Councilor Atencio, Councilor Flores, President Graham, Councilor Martinez, Councilor Martinez Ortega. **Nays:** None. Motion Passed 6-0.

This Resolution was assigned as **15356**.

**V. ADJOURN**

President Graham adjourned the meeting at 8:42 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Marisa Stoller", written in a cursive style.

Marisa Stoller  
City Clerk



**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** September 11, 2023

**TO:** President Heather Graham and Members of City Council

**CC:** Mayor Nicholas A. Gradisar

**VIA:** Marisa Stoller, City Clerk

**FROM:** Scott Hobson, Acting Director Planning and Community Development

**SUBJECT:** A RESOLUTION PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 20.17-ACRE AREA COMMONLY KNOWN AS THE QUARTZ ROAD ANNEXATION, IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTIONS 31-12-104(1)(A) AND 31-12-107(1), TABLING FINAL ACTION OF THE PETITION FOR A PERIOD OF NOT MORE THAN 180 DAYS, AND REFERRING THE PETITION TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION

**SUMMARY:**

The City Clerk received an annexation petition for a 20.17-acre area located west of North Elizabeth Street and Drew Dix Parkway intersection and south of Quartz Road. This Resolution will determine if the petition for annexation is valid under the provisions of Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1), tables final action on the petition for a period not more than 180 days and refer the petition to the Planning and Zoning Commission for review and recommendation.

**PREVIOUS COUNCIL ACTION:**

None.

**BACKGROUND:**

The petitioners, Cleghorn, on behalf of Tebo Pinyon, and Paul Elder, on behalf of the Christian Growth Center submitted annexation petitions for the Quartz Road Annexation totaling 20.17-acres. This Resolution preliminarily determines that the petition for annexation is valid under the provisions of the Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1). In accordance with the procedure established in the Pueblo Municipal Code, the final action on the petition is tabled for a period of not more than one hundred eighty (180) days and the petition is referred to the Planning and Zoning Commission for review and recommendation.

**FINANCIAL IMPLICATIONS:**

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

**BOARD/COMMISSION RECOMMENDATION:**

None at this point in the review process.

**STAKEHOLDER PROCESS:**

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

**ALTERNATIVES:**

None.

**RECOMMENDATION:**

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

**ATTACHMENTS:**

1. A-23-02 Petition for Annexation Attachments



RESOLUTION NO. 15357

A RESOLUTION PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 20.17-ACRE AREA COMMONLY KNOWN AS THE QUARTZ ROAD ANNEXATION, IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTIONS 31-12-104(1)(A) AND 31-12-107(1), TABLING FINAL ACTION OF THE PETITION FOR A PERIOD OF NOT MORE THAN 180 DAYS, AND REFERRING THE PETITION TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

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

AREA TO BE ANNEXED: The South 1/2 of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 and the North 1/2 of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 2, Township 20 South, Range 65 West of the 6th Principal Meridian, County of Pueblo, State of Colorado. The above described parcel of land contains 20.17 Acres more or less. Proposed New City Limits Line: A line located in a portion of Section 2, Township 20 South, Range 65 West of the 6th/ P.M., County of Pueblo, State of Colorado, and being more particularly described as follows: BEGINNING at the Southwest corner of the East Half of Government Lot 1, N 04° 40' 43" E, a distance of 1354.12 feet to the Northwest corner of the East Half of Government Lot 1; THENCE N 89° 03' 49" E along the north line of said Section 2, a distance of 661.27 feet to the Northeast corner of said Section 2; THENCE S 05° 26' 23" W along the easterly line of said Section 2, a distance of 49.10 feet to the Northwest corner of Pinion Ridge Commercial Center as recorded under Reception No. 1795379 of the Pueblo County records, said Northwest corner being the POINT OF TERMINUS.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

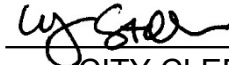
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 11, 2023

BY: Vicente Martinez Ortega  
MEMBER OF CITY COUNCIL

APPROVED:   
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK

**CITY OF PUEBLO  
PETITION FOR ANNEXATION**

---

TO THE CITY COUNCIL OF PUEBLO, COLORADO:

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

The East Half of Government Lot 1 (Northeast Quarter of the Northeast Quarter) of Section 2, Township 20 South, Range 65 West of the 6th P.M., County of Pueblo, State of Colorado.

As ground for this annexation, Petitioners state:

1. It is desirable and necessary that the area herein described be annexed to the City.
2. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with existing boundaries of the City.
3. This petition for annexation has been signed by persons comprising more than fifty percent (50%) of the landowners in the area proposed to be annexed and owning more than fifty percent (50%) of the area, excluding public street, alleys, and any land owned by the City.
4. A community of interest exists between the area proposed to be annexed and the City.
5. The area proposed to be annexed is urban or will be urbanized in the near future.
6. The area proposed to be annexed is integrated with or is capable of being integrated with the City.

7. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
  - (a) is divided into separate parts or parcels without the written consent of the landowners thereof, unless such tracts or parcels are separated by a dedicated street, road or other public way; or,
  - (b) comprises twenty (20) acres or more and which, together with the buildings and improvements situated thereon has an assessed value in excess of \$200,000.00 for ad valorem tax purposes for the year preceding the annexation, is included within the territory proposed to be annexed without the written consent of the landowner or landowners.
8. The mailing address of each signer, the legal description of the land owned by each landowner and the date of signing of each signature are shown on this petition.
9. Attached to this petition is the affidavit of the circulator of this petition that each signature hereon is the signature of the person whose name it purports to be.
10. Accompanying this petition are an original and twenty-four (24) prints of an annexation map containing the following information:
  - (a) A written legal description of the boundaries of the area proposed to be annexed;
  - (b) A map showing the boundary of the area proposed to be annexed. (Such map shall be prepared by and contain the seal of a Colorado registered engineer or land surveyor);
  - (c) Within the annexation boundary map there is shown the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks;
  - (d) Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the City and the area proposed to be annexed with the dimension of such boundary.
11. The area proposed to be annexed is not presently a part of any incorporated city or town.
12. No part of the area proposed to be annexed is more than three miles in any direction from any point of the boundaries of the City as such was established more than one year before this annexation will take place.
13. As condition of and in consideration of the City annexing the area proposed to be annexed, Petitioners, for themselves and their heirs, personal representatives, successors and assigns:
  - (a) Waive and release all previously acquired or existing vested property rights attached to or established with respect to the area proposed to be annexed and acknowledge and agree that the annexation of the area proposed to be annexed is

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

- (b) Acknowledge and agree that upon the annexation of the area proposed to be annexed and, subject to the provisions of the Annexation Agreement, the area shall become subject to the Charter, ordinances, resolutions, rules and regulations of the City, but that the City shall have no obligation to furnish or extend municipal services; including, but not limited to sanitary sewer services, to the area proposed to be annexed.
- (c) "Vested property right" and "site specific development plan" shall have the same meaning as set forth in Chapter 12 of Title XVII of the 1971 Code of Ordinances of the City and Article 60, Title 24, C.R.S.

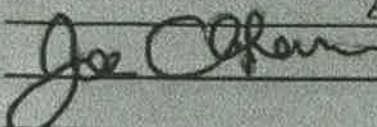
14. Petitioners consent and agree to the following conditions:

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

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



| <u>SIGNATURE</u>                                                                                             | <u>MAILING ADDRESS</u>                  | <u>LEGAL DESCRIPTION</u>                                                                                           | <u>DATE OF SIGNING</u> |
|--------------------------------------------------------------------------------------------------------------|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------|------------------------|
| Christian Growth Center<br> | 1906 N<br>HUDSON AVE<br>PUEBLO<br>81001 | N/2 of the E/2 of Gov. Lot 1,<br>Section 2, T20S, R65W of the 6th<br>P.M., County of Pueblo, State<br>of Colorado. | 4/4/23                 |

|                                                                                                       |                                 |                                                                                                                    |        |
|-------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------------------------------------------------------------------------------------------|--------|
| TEBO PINYON, LLC<br> | PO Box T<br>BOULDER CO<br>80306 | S/2 of the E/2 of Gov. Lot 1,<br>Section 2, T20S, R65W of the 6th<br>P.M., County of Pueblo, State of<br>Colorado. | 4/3/23 |
|-------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------------------------------------------------------------------------------------------|--------|

### CIRCULATOR'S OATH

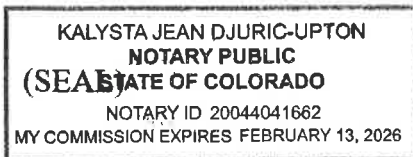
STATE OF COLORADO     )  
                                          ) ss.  
COUNTY OF PUEBLO     )

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

*[Signature]*  
Circulator's Signature

Subscribed and affirmed, or sworn to, before me in the County of Pueblo,  
State of Colorado, this 5<sup>th</sup> day of April,  
2023,  
By Walter Walker.

Witness my hand and official seal.  
My commission expires: Feb. 13, 2026.



*Kalysta Djuric-Upton*  
Notary Public (or official title)

**CITY OF PUEBLO  
PETITION FOR ANNEXATION**

---

TO THE CITY COUNCIL OF PUEBLO, COLORADO:

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

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3. This petition for annexation has been signed by persons comprising more that fifty percent (50%) of the landowners in the area proposed to be annexed and owning more than fifty percent (50%) of the area, excluding public street, alleys, and any land owned by the City.
4. A community of interest exists between the area proposed to be annexed and the City.
5. The area proposed to be annexed is urban or will be urbanized in the near future.
6. The area proposed to be annexed is integrated with or is capable of being integrated with the City.



7. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
  - (a) is divided into separate parts or parcels without the written consent of the landowners thereof, unless such tracts or parcels are separated by a dedicated street, road or other public way; or,
  - (b) comprises twenty (20) acres or more and which, together with the buildings and improvements situated thereon has an assessed value in excess of \$200,000.00 for ad valorem tax purposes for the year preceding the annexation, is included within the territory proposed to be annexed without the written consent of the landowner or landowners.
8. The mailing address of each signer, the legal description of the land owned by each landowner and the date of signing of each signature are shown on this petition.
9. Attached to this petition is the affidavit of the circulator of this petition that each signature hereon is the signature of the person whose name it purports to be.
10. Accompanying this petition are an original and twenty-four (24) prints of an annexation map containing the following information:
  - (a) A written legal description of the boundaries of the area proposed to be annexed;
  - (b) A map showing the boundary of the area proposed to be annexed. (Such map shall be prepared by and contain the seal of a Colorado registered engineer or land surveyor);
  - (c) Within the annexation boundary map there is shown the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks;
  - (d) Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the City and the area proposed to be annexed with the dimension of such boundary.
11. The area proposed to be annexed is not presently a part of any incorporated city or town.
12. No part of the area proposed to be annexed is more than three miles in any direction from any point of the boundaries of the City as such was established more than one year before this annexation will take place.
13. As condition of and in consideration of the City annexing the area proposed to be annexed, Petitioners, for themselves and their heirs, personal representatives, successors and assigns:
  - (a) Waive and release all previously acquired or existing vested property rights attached to or established with respect to the area proposed to be annexed and acknowledge and agree that the annexation of the area proposed to be annexed is

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

- (b) Acknowledge and agree that upon the annexation of the area proposed to be annexed and, subject to the provisions of the Annexation Agreement, the area shall become subject to the Charter, ordinances, resolutions, rules and regulations of the City, but that the City shall have no obligation to furnish or extend municipal services; including, but not limited to sanitary sewer services, to the area proposed to be annexed.
- (c) "Vested property right" and "site specific development plan" shall have the same meaning as set forth in Chapter 12 of Title XVII of the 1971 Code of Ordinances of the City and Article 60, Title 24, C.R.S.

14. Petitioners consent and agree to the following conditions:

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

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

**SIGNATURE****MAILING  
ADDRESS****LEGAL  
DESCRIPTION****DATE OF  
SIGNING**

Tebo Pinyon, LLC

P.O. Box T

S/2 of the E/2 of Gov. Lot 1,

8/14/23



Boulder, CO 80306

Sec. 2, T20S, R65W of the

6th P.M., County of Pueblo,

State of Colorado

**CIRCULATOR'S OATH**

STATE OF COLORADO     )  
                                          ) ss.  
COUNTY OF PUEBLO     )

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

*Jim Ogle*  
Circulator's Signature

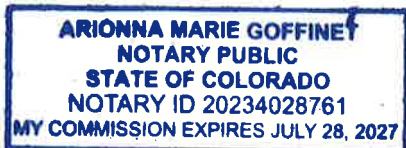
Subscribed and affirmed, or sworn to, before me in the County of EL PASO,  
State of COLORADO, this 14<sup>th</sup> day of AUGUST,  
2023,  
By JOSEPH CLEGHORN.

Witness my hand and official seal.

My commission expires: JULY 28, 2027.

(SEAL)

*Arionna M. Goffinet*  
Notary Public (or official title)



STATEMENT OF AUTHORITY

Pursuant to C.R.S. §38-30-172, the undersigned hereby executes this Statement of Authority on behalf of Christian Growth Center,  
a, non Profit Ministry of Colorado USA, an entity other than an individual, capable of holding title to real property (the "Entity"), and states as follows:

The name of the Entity is Christian Growth Center

Non Profit Ministry Colorado USA

(state type of entity and state, country, or other governmental authority under whose laws such entity is formed)

The mailing address for the Entity is 1906 W Hudson Ave. Pueblo CO. 81001

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

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

(if no limitations, insert "None")

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

(if no other matters, leave this section blank)

EXECUTED this 23 day of May, 2023.

Signature: Paul Elder

Name (typed or printed): Paul Elder

Title (if any): Pastor

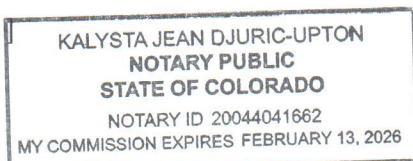
STATE OF Colorado )  
 ) ss.  
COUNTY OF Pueblo )

The foregoing instrument was acknowledged before me this 23 day of May, 2023 by Paul Elder, on behalf of Christian Growth Center, Inc., a non profit ministry of Colorado USA.

Witness my hand and official seal.

My commission expires: Feb. 13, 2026

[SEAL]



Kalysta Djuric-Upton  
Notary Public



STATEMENT OF AUTHORITY

1. This Statement of Authority relates to an entity<sup>1</sup> named Tebo Pinyon, LLC, a Colorado Limited Liability Company, and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.
2. The type of entity is a:
 

|                                                               |                                                                           |
|---------------------------------------------------------------|---------------------------------------------------------------------------|
| <input type="checkbox"/> Corporation                          | <input type="checkbox"/> Registered Limited Liability Partnership         |
| <input type="checkbox"/> Nonprofit Corporation                | <input type="checkbox"/> Registered Limited Liability Limited Partnership |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Partnership Association                  |
| <input type="checkbox"/> General Partnership                  | <input type="checkbox"/> Government or Governmental Subdivision or Agency |
| <input type="checkbox"/> Limited Partnership                  | <input type="checkbox"/> Trust                                            |
3. The entity is formed under the laws of Colorado.
4. The mailing address for the entity is PO Box T, Boulder, CO 80308.
5. The ☒ name ☐ position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is: Joe Cleghorn, Manager and/or Stephen D. Tebo, Manager.
6. The authority of the foregoing person(s) to bind the entity is ☒ not limited ☐ limited as follows:
7. Other matters concerning the manner in which the entity deals with interests in real property:
8. The Statement of Authority is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.
9. This Statement of Authority amends and supersedes in all respects any prior Statement of Authority executed on behalf of this entity.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Tebo Pinyon, LLC, a Colorado Limited Liability Company

BY: Joe Cleghorn  
Joe Cleghorn, Manager

STATE OF COLORADO

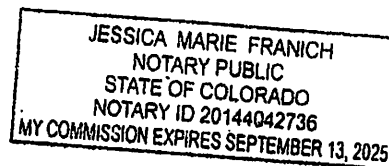
COUNTY OF Boulder

The foregoing instrument was acknowledged before me this 31st day of January, 2023, by Joe Cleghorn, Manager, of Tebo Pinyon, LLC, a Colorado Limited Liability Company, a Limited Liability Company.

Notary Public

My Commission Expires: 9/13/25

(SEAL)



<sup>1</sup>This form should not be used unless the entity is capable of holding title to real property.  
<sup>2</sup>The absence of any limitation shall be prima facie evidence that no such limitation exists.  
 The statement of authority must be recorded to obtain the benefits of the statute.



**QUARTZ ROAD ANNEXATION**  
Annexation to the City of Pueblo  
In a Portion of the Northeast Quarter of Section 2,  
Township 20 South, Range 65 West of the 6th P.M.,  
County of Pueblo, State of Colorado

**ANNEXATION PARCEL:**

The South 1/2 of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 and the North 1/2 of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 2, Township 20 South, Range 65 West of the 6th Principal Meridian, County of Pueblo, State of Colorado.

The above described parcel of land contains 20.17 Acres more or less.

**PROPOSED NEW CITY LIMIT LINE:**

A line located in a portion of Section 2, Township 20 South, Range 65 West of the 6<sup>th</sup> P.M., County of Pueblo, State of Colorado, and being more particularly described as follows:

BEGINNING at the Southwest corner of the East Half of Government Lot 1, N 04° 40' 43" E, a distance of 1354.12 feet to the Northwest corner of the East Half of Government Lot 1; THENCE N 89° 03' 49" E along the north line of said Section 2, a distance of 661.27 feet to the Northeast corner of said Section 2; THENCE S 05° 26' 23" W along the easterly line of said Section 2, a distance of 49.10 feet to the Northwest corner of Pinion Ridge Commercial Center as recorded under Reception No. 1795379 of the Pueblo County records, said Northwest corner being the POINT OF TERMINUS.

**SURVEYOR'S CERTIFICATE**

I, Julie N. Troutt, a professional land surveyor registered in the State of Colorado, hereby certify that this plat and the related descriptions were prepared under my responsible charge in March, 2023.

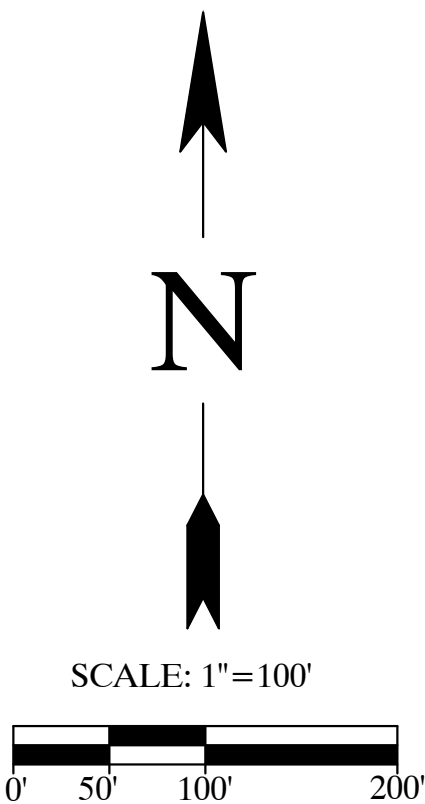
Julie N. Troutt  
Professional Land Surveyor #38529

Basis of Bearings: The north line of the Government Lot 1 of Section 2 bears N89°03'49"E, being monumented on the west end by a No. 6 rebar with aluminum cap #22101 and at the Northeast corner by a 1" pipe. Bearings shown hereon are grid bearings of the Colorado State Plane Coordinate System, South Zone, NAD 83.

The property hereon described is the same as the pertinent property as described in Fidelity National Title Insurance Company - Title Report No's. 320-F01922-23 and 320-F01923-23, having an effective date of February 1, 2023 at 8:00 A.M.

Notice:  
According to Colorado Law, you must commence any legal action based upon any defect in this survey within three (3) 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 (10) years from the date of certification shown hereon.

| DATE                                                                                                   | REVISION DESCRIPTION | BY |
|--------------------------------------------------------------------------------------------------------|----------------------|----|
|                                                                                                        |                      |    |
|                                                                                                        |                      |    |
|                                                                                                        |                      |    |
| Colorado Land Surveyors, Inc.<br>184 S. Tiffany Dr., Ste. 106<br>Pueblo West, CO 81007<br>719-542-9169 |                      |    |



- Found No. 4 rebar w/yellow plastic cap #22101 unless noted otherwise
- No. 6 rebar w/aluminum cap #38529
- Found monument as noted
- Existing City Limits Line
- New City Limits Line
- Area to be Annexed into City



Not to Scale



**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** September 11, 2023

**TO:** President Heather Graham and Members of City Council

**CC:** Mayor Nicholas A. Gradisar

**VIA:** Marisa Stoller, City Clerk

**FROM:** Andrew Hayes, Public Works Director

**SUBJECT:** A RESOLUTION AUTHORIZING THE TRANSFER OF BUDGETED AND APPROPRIATED FUNDS IN THE AMOUNT OF \$40,106.72 FROM ACCOUNT PROJECT NO. HU1502 - MAIN ST/UNION AVE BRIDGE OVERLAY TO ACCOUNT PROJECT NO. HUAN05 - BRIDGE REPAIRS.

**SUMMARY:**

This resolution approves the transfer of previously budgeted and appropriated funds in the amount of \$40,106.72 from account Project No. HU1502 - Main St/Union Avenue Bridge Overlay to account Project No. HUAN05 - Bridge Repairs.

**PREVIOUS COUNCIL ACTION:**

None.

**BACKGROUND:**

Additional balusters were required to be replaced along with stabilizing and repairing the plinth and rail. This additional funding will be used to cover the cost of the change order.

**FINANCIAL IMPLICATIONS:**

Transferring these funds as described herein will ensure there are appropriate funds available in account Project No. HUAN05.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this resolution.

**STAKEHOLDER PROCESS:**

Not applicable to this resolution.



**ALTERNATIVES:**

If this resolution is not approved by the City Council, the required funds will not be allocated to Project HUAN05.

**RECOMMENDATION:**

Approval of the resolution.

**ATTACHMENTS:**

None

RESOLUTION NO. 15367

A RESOLUTION AUTHORIZING THE TRANSFER OF BUDGETED AND APPROPRIATED FUNDS IN THE AMOUNT OF \$40,106.72 FROM ACCOUNT PROJECT NO. HU1502 - MAIN ST/UNION AVE BRIDGE OVERLAY TO ACCOUNT PROJECT NO. HUAN05 - BRIDGE REPAIRS.

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The transfer of previously budgeted and appropriated funds in the amount of \$40,106.72 from account Project No. HU1502 - Main St/Union Avenue Bridge Overlay to account Project No. HUAN05 - Bridge Repairs is hereby approved.

SECTION 2.

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

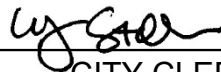
SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 11, 2023

BY: Vicente Martinez Ortega  
MEMBER OF CITY COUNCIL

APPROVED:   
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK



**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** September 11, 2023

**TO:** President Heather Graham and Members of City Council

**CC:** Mayor Nicholas A. Gradisar

**VIA:** Marisa Stoller, City Clerk

**FROM:** Alyssa Parga, Secretary to the Mayor

**SUBJECT:** A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF PETER QUINBY AND WALTER ROSS TO SERVE A THREE-YEAR TERM EXPIRING SEPTEMBER 30, 2026 ON THE PUEBLO MEMORIAL AIRPORT ADVISORY COMMITTEE

**SUMMARY:**

This Resolution confirms the appointment by the Mayor of Peter Quinby and Walter Ross to serve a three-year term expiring September 30, 2026 on the Pueblo Memorial Airport Advisory Committee.

**PREVIOUS COUNCIL ACTION:**

The Mayor has made appointments to the Pueblo Memorial Airport Advisory Committee selecting individuals to serve terms which expire during a particular calendar year and presented them to Council for approval.

**BACKGROUND:**

Due to the term expirations, there are appointments available to serve a three-year term on the Pueblo Memorial Airport Advisory Committee. Walter Ross is an incumbent currently serving as Board Chair and he is eligible for reappointment.

**FINANCIAL IMPLICATIONS:**

This is a volunteer committee and members serve without compensation.

**BOARD/COMMISSION RECOMMENDATION:**

N/A

**STAKEHOLDER PROCESS:**

N/A

**ALTERNATIVES:**

Remove from agenda and re-advertise for additional applications.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

None

RESOLUTION NO. 15358

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE  
MAYOR OF PETER QUINBY AND WALTER ROSS TO SERVE A  
THREE-YEAR TERM EXPIRING SEPTEMBER 30, 2026 ON THE  
PUEBLO MEMORIAL AIRPORT ADVISORY COMMITTEE

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council  
of his appointment of Peter Quinby and Walter Ross to the Pueblo Memorial Airport Advisory  
Committee; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Peter Quinby and Walter Ross to the Pueblo Memorial  
Airport Advisory Committee to serve a three-year term expiring September 30, 2026 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 11, 2023

BY: Vicente Martinez Ortega  
MEMBER OF CITY COUNCIL

APPROVED:   
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK



**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** September 11, 2023

**TO:** President Heather Graham and Members of City Council

**CC:** Mayor Nicholas A. Gradisar

**VIA:** Marisa Stoller, City Clerk

**FROM:** Alyssa Parga, Secretary to the Mayor

**SUBJECT:** A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF GEORGE KONCILJA TO COMPLETE A FOUR-YEAR TERM EXPIRING JANUARY 1, 2027 ON THE HISTORIC PRESERVATION COMMISSION

**SUMMARY:**

This Resolution confirms the appointment by the Mayor of George Koncilja to complete a four-year term expiring January 1, 2027 on the Historic Preservation Commission.

**PREVIOUS COUNCIL ACTION:**

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

**BACKGROUND:**

Due to the resignation of Heather Norton, there is one appointment available to complete a four-year term on the Historic Preservation Commission.

**FINANCIAL IMPLICATIONS:**

This is a volunteer committee and members serve without compensation.

**BOARD/COMMISSION RECOMMENDATION:**

N/A

**STAKEHOLDER PROCESS:**

N/A

**ALTERNATIVES:**

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

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

None

RESOLUTION NO. 13359

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE  
MAYOR OF GEORGE KONCILJA TO COMPLETE A FOUR-  
YEAR TERM EXPIRING JANUARY 1, 2027 ON THE HISTORIC  
PRESERVATION COMMISSION

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council  
of his appointment of George Koncilja to the Historic Preservation Commission; NOW,  
THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of George Koncilja to the Historic Preservation  
Commission to complete a four-year term expiring January 1, 2027 shall be and is hereby  
confirmed by the City Council.

SECTION 2.

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

SECTION 3.

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

INTRODUCED: September 11, 2023

BY: Vicente Martinez Ortega  
MEMBER OF CITY COUNCIL

APPROVED:   
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK





**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** September 11, 2023

**TO:** President Heather Graham and Members of City Council

**CC:** Mayor Nicholas A. Gradisar

**VIA:** Marisa Stoller, City Clerk

**FROM:** Alyssa Parga, Secretary to the Mayor

**SUBJECT:** A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF JANELLE QUICK TO SERVE A THREE-YEAR TERM EXPIRING AUGUST 31, 2026 ON THE EL CENTRO DEL QUINTO SOL RECREATION CENTER BOARD OF DIRECTORS

**SUMMARY:**

This Resolution confirms the appointment by the Mayor of Janelle Quick to serve a three-year term expiring August 31, 2026 on the El Centro del Quinto Sol Recreation Center Board of Directors.

**PREVIOUS COUNCIL ACTION:**

The Mayor has made appointments to the El Centro del Quinto Sol Recreation Center Board of Directors selecting individuals to serve terms which expire during a particular calendar year and presented them to Council for approval.

**BACKGROUND:**

Due to the term expiration of Tim Trujillo, there is one vacancy on this board.

**FINANCIAL IMPLICATIONS:**

This is a volunteer committee and members serve without compensation.

**BOARD/COMMISSION RECOMMENDATION:**

N/A

**STAKEHOLDER PROCESS:**

N/A

**ALTERNATIVES:**

Remove from agenda and re-advertise for additional applications.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

None

RESOLUTION NO. 15360

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE  
MAYOR OF JANELLE QUICK TO SERVE A THREE-YEAR  
TERM EXPIRING AUGUST 31, 2026 ON THE EL CENTRO DEL  
QUINTO SOL RECREATION CENTER BOARD OF DIRECTORS

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Janelle Quick to the El Centro del Quinto Sol Recreation Center Board of Directors; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Janelle Quick to the El Centro del Quinto Sol Recreation Center Board of Directors to serve a three-year term expiring August 31, 2026 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 11, 2023

BY: Vicente Martinez Ortega  
MEMBER OF CITY COUNCIL

APPROVED:   
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK



**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** September 11, 2023

**TO:** President Heather Graham and Members of City Council

**CC:** Mayor Nicholas A. Gradisar

**VIA:** Marisa Stoller, City Clerk

**FROM:** Alyssa Parga, Secretary to the Mayor

**SUBJECT:** A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF KRISTIN HOFFMANN TO COMPLETE A THREE-YEAR TERM EXPIRING DECEMBER 31, 2024 ON THE PUEBLO HUMAN RELATIONS COMMISSION - CITY APPOINTMENT

**SUMMARY:**

This Resolution confirms the appointment by the Mayor of Kristin Hoffman to complete a three-year term expiring December 31, 2024 on the Pueblo Human Relations Commission - City Appointment.

**PREVIOUS COUNCIL ACTION:**

The Mayor has made appointments to the Pueblo Human Relations Commission selecting individuals to serve terms which expire during a particular calendar year and presented them to Council for approval.

**BACKGROUND:**

Due to the resignation of Orlando Rodriguez, there is one vacancy on this board for a City Appointee.

**FINANCIAL IMPLICATIONS:**

This is a volunteer committee and members serve without compensation.

**BOARD/COMMISSION RECOMMENDATION:**

N/A

**STAKEHOLDER PROCESS:**

N/A

**ALTERNATIVES:**

Remove from agenda and re-advertise for additional applications.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

None

RESOLUTION NO. 15361

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE  
MAYOR OF KRISTIN HOFFMANN TO COMPLETE A THREE-  
YEAR TERM EXPIRING DECEMBER 31, 2024 ON THE PUEBLO  
HUMAN RELATIONS COMMISSION - CITY APPOINTMENT

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Kristin Hoffman to the Pueblo Human Relations Commission - City Appointment; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Kristin Hoffman to the Pueblo Human Relations Commission - City Appointment to serve a three-year term expiring December 31, 2024 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 11, 2023

BY: Vicente Martinez Ortega  
MEMBER OF CITY COUNCIL

APPROVED:   
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK



**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** September 11, 2023

**TO:** President Heather Graham and Members of City Council

**CC:** Mayor Nicholas A. Gradisar

**VIA:** Marisa Stoller, City Clerk

**FROM:** Andrew Hayes, Public Works Director

**SUBJECT:** A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-37) TO THE SENIOR RESOURCE DEVELOPMENT AGENCY (SRDA) FOR THE USE OF THE FRONT SIDEWALK IN FRONT OF THE SRDA BUILDING AND THE COURTYARDS SOUTH AND NORTH OF THE BUILDING FOR THE SRDA FUND RAISER AT THE PUEBLO CHILE AND FRIJOLES FESTIVAL

**SUMMARY:**

Attached is a revocable permit submitted by the Senior Resource Development Agency (SRDA).

**PREVIOUS COUNCIL ACTION:**

None.

**BACKGROUND:**

The Senior Resource Development Agency (SRDA) has submitted a Revocable Permit application (REV-23-37) requesting the use of the front sidewalk in front of the SRDA building and courtyards south and north of the building for the SRDA Fundraiser at the Pueblo Chile and Frijoles Festival from September 22, 2023, at 8:00 a.m. through September 24, 2023, at 6:00 p.m.

**FINANCIAL IMPLICATIONS:**

None.

**BOARD/COMMISSION RECOMMENDATION:**

The Revocable Permit Review Committee recommends approval.

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

Failure to approve the Resolution will prevent SRDA from hosting its event in the public right-of-way during the Pueblo Chile and Frijoles Festival.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

1. NOTARIZED REVOCABLE PERMIT 23-37



RESOLUTION NO. 15362

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-37) TO THE SENIOR RESOURCE DEVELOPMENT AGENCY (SRDA) FOR THE USE OF THE FRONT SIDEWALK IN FRONT OF THE SRDA BUILDING AND THE COURTYARDS SOUTH AND NORTH OF THE BUILDING FOR THE SRDA FUND RAISER AT THE PUEBLO CHILE AND FRIJOLES FESTIVAL

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-23-37) is authorized to be issued to the Senior Resource Development Agency for the use of the front sidewalk in front of the Senior Resource Development Agency - SRDA building and the courtyards South and North of the building for the SRDA Fundraiser at the Pueblo Chile and Frijoles Festival

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 11, 2023

BY: Vicente Martinez Ortega  
MEMBER OF CITY COUNCIL

APPROVED:   
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK

## REVOCABLE PERMIT

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

1. Name, Address and Telephone Number of Permittee: **Senior Resource Development Agency, Pueblo, Inc. -- SRDA 230 N. Union Avenue, Pueblo, Colorado 81003 719-545-8900 City of Pueblo**
2. Permitted Area: **Front Sidewalk in front of Senior Resource Development Agency -SRDA building and court yards South and North of the building**
3. Purpose of Revocable Permit: **SRDA Fund Raiser Pueblo Chile and Frijoles Festival**
4. Commencement Date: **September 22, 2023** Time: **8:00 a.m.**
5. Ending Date: **September 24, 2023** Time: **6:00 p.m.**

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 28 day of Aug., 2023.

**PERMITTEE:**

Organization or  
Individual:

By:

Title:

SRDA  
George E. Chintala  
Operations Manager

STATE OF COLORADO )

COUNTY OF PUEBLO ) SS..

The foregoing instrument was acknowledged before me the 28th day of Aug, 2023 by  
George Chintala as Operations Manager

My commission expires:

**TACY SUZETTE BARRY**

**NOTARY PUBLIC**

**STATE OF COLORADO**

**NOTARY ID 20234007982**

**MY COMMISSION EXPIRES 02/28/2027**

Tacy Suzette Barry

Notary Public

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
PUEBLO, a Municipal Corporation

By \_\_\_\_\_

Nicholas A. Gradisar, Mayor



**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** September 11, 2023

**TO:** President Heather Graham and Members of City Council

**CC:** Mayor Nicholas A. Gradisar

**VIA:** Marisa Stoller, City Clerk

**FROM:** Andrew Hayes, Public Works Director

**SUBJECT:** A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-34) TO BELOW GRADE, LLC, DBA VESSEL BREWING COMPANY - GOLD DUST SALOON CRAFT BEER & GRILL LOCATED AT 217 SOUTH UNION AVENUE, BY EXTENDING EIGHTEEN (18) FEET INTO SOUTH UNION AVENUE FOR THE PUEBLO CHILE AND FRIJOLES FESTIVAL

**SUMMARY:**

Attached is a Revocable Permit (REV-23-34) to be issued to Below Grade, LLC, dba Vessel Brewing Company - Gold Dust Saloon Craft Beer & Grill.

**PREVIOUS COUNCIL ACTION:**

None.

**BACKGROUND:**

Below Grade, LLC, dba Vessel Brewing Company - Gold Dust Saloon Craft Beer & Grill, located at 217 South Union Avenue, has submitted a Revocable Permit application (REV-23-34) requesting to utilize eighteen feet of the South Union Avenue right-of-way adjacent to their property during the Pueblo Chile and Frijoles Festival September 22, 2023, at 10:00 a.m. through September 24, 2023, at 6:00 p.m.

**FINANCIAL IMPLICATIONS:**

None.

**BOARD/COMMISSION RECOMMENDATION:**

The Revocable Permit Review Committee recommends approval.

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

Failure to approve the Resolution will prevent the applicant from participating in the Pueblo Chile and Frijoles Festival.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

1. NOTARIZED REVOCABLE PERMIT 23-34

RESOLUTION NO. 15363

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-34) TO BELOW GRADE, LLC, DBA VESSEL BREWING COMPANY - GOLD DUST SALOON CRAFT BEER & GRILL LOCATED AT 217 SOUTH UNION AVENUE, BY EXTENDING EIGHTEEN (18) FEET INTO SOUTH UNION AVENUE FOR THE PUEBLO CHILE AND FRIJOLES FESTIVAL

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-23-34) is authorized to be issued to Below Grade, LLC, dba Vessel Brewing Company, LLC - The Gold Dust Saloon Craft Beer & Grill.

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 11, 2023

BY: Vicente Martinez Ortega  
MEMBER OF CITY COUNCIL

APPROVED:   
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK

## REVOCABLE PERMIT

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

1. Name, Address and Telephone Number of Permittee: **Vessel Brewing Company, LLC dba Gold Dust Saloon 217 S Union Avenue 719 545-0741 ext 103 712 W Pitkin Avenue**
2. Permitted Area: **That portion of the South Union Avenue right-of-way adjacent to 217 S. Union Avenue, extending a distance of eighteen (18) feet into the right-of-way from the private property boundary**
3. Purpose of Revocable Permit: **Use of the public right-of-way during the Pueblo Chile and Frijole Festival**
4. Commencement Date: **September 22, 2023** Time: **10am**
5. Ending Date: **September 24, 2023** Time: **6pm**

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 31st day of August, 2023.

**PERMITTEE:**

Organization or  
Individual:

By:

Title:

Vessel Brewing Company, LLC  
Michael Mahan  
MANAGING MEMBER

STATE OF COLORADO )

COUNTY OF PUEBLO ) SS..

The foregoing instrument was acknowledged before me the 31st day of August, 2023 by  
Michael Mahan as Managing Member

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

Tacy Suzette Barry  
Notary Public

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
PUEBLO, a Municipal Corporation

By \_\_\_\_\_

Nicholas A. Gradisar, Mayor





**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** September 11, 2023

**TO:** President Heather Graham and Members of City Council

**CC:** Mayor Nicholas A. Gradisar

**VIA:** Marisa Stoller, City Clerk

**FROM:** Andrew Hayes, Public Works Director

**SUBJECT:** A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-39) TO THE P.L.A.C.E. (PUEBLO'S LEGACY AND COMMUNITY EXPERIENCE) PROJECT FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG RUBERSON DRIVE BETWEEN WEST 18TH STREET AND WEST 22ND STREET TO HOST A COMMUNITY BLOCK PARTY AND RESOURCE FAIR FOR FAMILIES ON THE WEST SIDE

**SUMMARY:**

Attached is a Revocable Permit (REV-23-39) to be issued to the P.L.A.C.E. (Pueblo's Legacy and Community Experience) Project.

**PREVIOUS COUNCIL ACTION:**

None.

**BACKGROUND:**

The P.L.A.C.E. (Pueblo's Legacy and Community Experience) Project has submitted a Revocable Permit application (REV-23-39) requesting to use the right-of-way along Ruberson Drive between West 18 Street and West 22nd Street to host a community block party and resource fair for families on the west side September 26, 2023, between 2:00 p.m. and 8:00 p.m.

**FINANCIAL IMPLICATIONS:**

None.

**BOARD/COMMISSION RECOMMENDATION:**

The Revocable Permit Review Committee recommends approval.

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

Failure to approve the Resolution will prevent the applicant from hosting a community block party and resource fair for families on the west side.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

1. REV-23-39 PLACE Block Party West Side

RESOLUTION NO. 15364

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-39) TO THE P.L.A.C.E. (PUEBLO'S LEGACY AND COMMUNITY EXPERIENCE) PROJECT FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG RUBERSON DRIVE BETWEEN WEST 18TH STREET AND WEST 22ND STREET TO HOST A COMMUNITY BLOCK PARTY AND RESOURCE FAIR FOR FAMILIES ON THE WEST SIDE

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-23-39) is authorized to be issued to the P.L.A.C.E. (Pueblo's Legacy and Community Experience) Project for the use of the public right-of-way along Ruberson Drive between West 18th Street and West 22nd Street to host a community block party and resource fair for families on the west side.

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.

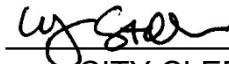
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 11, 2023

BY: Vicente Martinez Ortega  
MEMBER OF CITY COUNCIL

APPROVED:   
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK

## REVOCABLE PERMIT

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

1. Name, Address and Telephone Number of Permittee: **The Place 635 W. Corona, Ste 100 719.564.0055**
2. Permitted Area: **The full width of the Ruberson Drive right-of-way from the north driveway entrance of Ersilia Cruz Middle School to W. 22nd Street.**
3. Purpose of Revocable Permit: **Closure of the permitted area to vehicular traffic in order to host a community block party and resource fair event.**
4. Commencement Date: **September 26, 2023** Time: **2:00 p.m.**
5. Ending Date: **September 26, 2023** Time: **8:00 p.m.**

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 1<sup>st</sup> day of September, 20 23.

**PERMITTEE:**

Organization or  
Individual:

By:

Title:

The PLACE

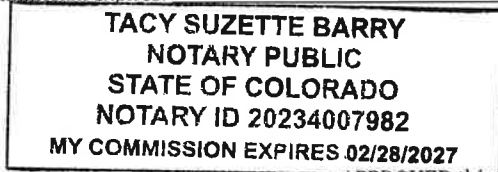
Jeanette Garcia Jeanette Garcia  
Chairperson

STATE OF COLORADO )

COUNTY OF PUEBLO ) SS..

The foregoing instrument was acknowledged before me the 1<sup>st</sup> day of Sept, 20 23 by  
Jeanette Garcia as Chairperson

My commission expires:



Tacy Suzette Barry  
Notary Public

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
PUEBLO, a Municipal Corporation

By \_\_\_\_\_

Nicholas A. Gradisar, Mayor



**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** September 11, 2023

**TO:** President Heather Graham and Members of City Council

**CC:** Mayor Nicholas A. Gradisar

**VIA:** Marisa Stoller, City Clerk

**FROM:** Andrew Hayes, Public Works Director

**SUBJECT:** A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-41) TO E.T. TECHNOLOGIES, INC., FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ON WEST "D" STREET AND LAMKIN STREET FOR THE PURPOSE OF INSTALLING GROUNDWATER MONITORING WELLS

**SUMMARY:**

Attached is a Revocable Permit to be issued to E.T. Technologies, Inc.

**PREVIOUS COUNCIL ACTION:**

None.

**BACKGROUND:**

E.T. Technologies, Inc., has submitted a Revocable Permit application (REV-23-41) requesting the use of the public right-of-way on West "D" Street and Lamkin Street for the purpose of installing groundwater monitoring wells starting on September 14, 2023.

Public (UNCC) and private utility locates will be completed and each well location will be potholed to a depth of five feet to further clear utilities. The 2-inch monitoring wells will be installed with a Geoprobe track rig to depths of 20-25 feet and will have at-grade 8-inch traffic-rated manholes. All soil cuttings will be drummed for offsite disposal.

**FINANCIAL IMPLICATIONS:**

None.

**BOARD/COMMISSION RECOMMENDATION:**

The Revocable Permit Review Committee recommends approval.

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

Failure to approve the Resolution will prevent E.T. Technologies, Inc., from using the public right-of-way on West "D" Street and Lamkin Street for the purpose of installing groundwater monitoring wells.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

1. REV-23-41 ET Technologies - Monitoring Wells

RESOLUTION NO. 15365

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-41) TO E.T. TECHNOLOGIES, INC., FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ON WEST "D" STREET AND LAMKIN STREET FOR THE PURPOSE OF INSTALLING GROUNDWATER MONITORING WELLS

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-23-41) is authorized to be issued to E.T. Technologies, Inc., for the use of the public right-of-way on West "D" Street and Lamkin Street for the purpose of installing groundwater monitoring wells.

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.

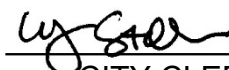
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 11, 2023

BY: Vicente Martinez Ortega  
MEMBER OF CITY COUNCIL

APPROVED:   
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK



## REVOCABLE PERMIT

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

1. Name, Address and Telephone Number of Permittee: **E.T. Technologies, Inc. 10000 S. Dransfeldt Road, Suite 100, Parker, CO 80134 303-680-9414 350 W. D Street**
2. Permitted Area: **W. D Street, Lamkin Street**
3. Purpose of Revocable Permit: **To install groundwater monitoring wells**
4. Authorized Improvements: **groundwater monitoring wells**
5. Commencement Date: **September 14, 2023**
6. Ending Date: **Indefinite**

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, including the groundwater monitoring wells, as 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, this Permit and applicable law. Permittee expressly acknowledges and shall comply with all obligations it may have under Article 1.5 of Title 9 of the Colorado Revised Statutes, and the City shall have no obligations with respect to notification of the existence of the Improvements with respect to any excavation conducted in or around the Permitted Area or otherwise. Consistent with and in further clarification of paragraph (l), Permittee expressly acknowledges and agrees that City shall have no responsibility or liability for any damage or injuries to the Improvements resulting from any excavation conducted in or around the Permitted Area whether done by the City, its officers, employees, agents or unrelated third party.

(c) Reserved.

(d) Reserved.

(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 the Authorized Structure in amounts not less than \$1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an Underground encroachments (with insurance) (3/9/20). 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.

(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 non-use 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 above paragraph (h); or (v) revocation or termination of this Permit by resolution of the City Council of City. 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.

Signed in Pueblo, Colorado this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PERMITTEE:

Organization or  
Individual: \_\_\_\_\_

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

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

STATE OF COLORADO )

COUNTY OF PUEBLO ) SS..

The foregoing instrument was acknowledged before me the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ by \_\_\_\_\_ as \_\_\_\_\_.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
PUEBLO, a Municipal Corporation



By \_\_\_\_\_

Nicholas A. Gradisar, Mayor



**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** September 11, 2023

**TO:** President Heather Graham and Members of City Council

**CC:** Mayor Nicholas A. Gradisar

**VIA:** Marisa Stoller, City Clerk

**FROM:** Andrew Hayes, Public Works Director

**SUBJECT:** A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-33) TO SOLAR ROAST COFFEE, LLC., FOR THE USE OF THE EAST (RIGHT) LANE OF MAIN STREET BETWEEN THE ALLEY MID 200 BLOCK OF MAIN STREET AND 3RD STREET, INCLUDING THE PARKING SPACES DIRECTLY IN FRONT OF THE SOLAR ROAST COFFEE BUIDLING TO HOST THE INAUGURAL PUEBLOPALOOZA MUSIC & ART FESTIVAL

**SUMMARY:**

Attached is a revocable permit submitted by Solar Roast Coffee, LLC.

**PREVIOUS COUNCIL ACTION:**

None.

**BACKGROUND:**

Solar Roast Coffee, LLC., has submitted a revocable permit application (REV-23-33) requesting the use of the East (right) lane of Main Street between the alley mid 200 block of Main Street and 3rd street, including the parking spaces directly in front of the Solar Roast Coffee Buidling to host the inaugural Pueblopalooza Music & Art Festival from September 30, 2023, at 8:00 a.m., until October 1, 2023, at 12:00 p.m.

**FINANCIAL IMPLICATIONS:**

None.

**BOARD/COMMISSION RECOMMENDATION:**

The Revocable Permit Review Committee recommends approval.

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

Failure to approve the Resolution will prevent the applicant from hosting their inaugural Pueblopalooza Music & Art Festival.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

1. NOTARIZED REVOCABLE PERMIT 23-33

RESOLUTION NO. 15366

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-33) TO SOLAR ROAST COFFEE, LLC., FOR THE USE OF THE EAST (RIGHT) LANE OF MAIN STREET BETWEEN THE ALLEY MID 200 BLOCK OF MAIN STREET AND 3RD STREET, INCLUDING THE PARKING SPACES DIRECTLY IN FRONT OF THE SOLAR ROAST COFFEE BUIDLING TO HOST THE INAUGURAL PUEBLOPALOOZA MUSIC & ART FESTIVAL

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-23-33) is authorized to be issued to Solar Roast Coffee, LLC, for the use of the east (right) lane of Main Street between the alley mid-200 block of Main Street and 3rd street, including the parking spaces directly in front of the Solar Roast Coffee Buidling, to host the inaugural Pueblopalooza Music & Art Festival.

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-23-33).

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 11, 2023

BY: Vicente Martinez Ortega  
MEMBER OF CITY COUNCIL

APPROVED:   
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK

## REVOCABLE PERMIT

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

1. Name, Address and Telephone Number of Permittee: **Solar Roast Coffee, LLC and Analogue Books & Records 112 W 2nd Street 7195443515 Koncilja, Bojon Partners LLC**
2. Permitted Area: **East (right) lane of Main Street between the alley mid 200 block of Main Street and 3rd street, including the parking spaces directly in front of the Solar Roast Coffee building**
3. Purpose of Revocable Permit: **Closure of the permitted area to facilitate the inaugural Pueblopalooza Music & Art Festival**
4. Commencement Date: **September 30, 2023** Time: **8am**
5. Ending Date: **October 1, 2023** Time: **Noon**

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 23<sup>rd</sup> day of August, 2023.

**PERMITTEE:**

Organization or

Individual:

By:

Title:

SOCAR ROAST COFFEE

Michael Hartkop

CEO

STATE OF COLORADO )

COUNTY OF PUEBLO ) SS..

The foregoing instrument was acknowledged before me the 23<sup>rd</sup> day of August, 2023 by Michael Hartkop as CEO.

My commission expires: 02/28/2027

Tacy Suzette Barry  
Notary Public

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
PUEBLO, a Municipal Corporation

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

By \_\_\_\_\_

Nicholas A. Gradisar, Mayor



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** September 11, 2023

**TO:** President Heather Graham and Members of City Council

**CC:** Mayor Nicholas A. Gradisar

**VIA:** Marisa Stoller, City Clerk

**FROM:** Marisa Pacheco, Director Human Resources

**SUBJECT:** AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, BY AND THROUGH THE STATE FAIR AUTHORITY, RELATED TO THE RENTAL OF STATE FACILITIES TO HOST THE CITY'S 2023 ANNUAL EMPLOYEE HEALTH FAIR

**SUMMARY:**

This Ordinance will approve a rental agreement between the Colorado State Fair Authority and the City of Pueblo for the use of State Fair facilities to host the City's annual employee health fair on October 3, 2023. This Ordinance also authorizes the Mayor to execute said agreement on behalf of the City.

**PREVIOUS COUNCIL ACTION:**

None

**BACKGROUND:**

The City of Pueblo Human Resources Department hosts a Health Fair for all City employees each year. This event requires a large venue to accommodate benefit/wellness vendors and employees. The approval of this rental agreement will allow the event to be held in the Creative Arts Building located at the Colorado State Fairgrounds.

**FINANCIAL IMPLICATIONS:**

The cost for the use of this facility is \$1,200, which includes the use of the building from 7:00 a.m. to 4:00 p.m. on the day of the event, as well as use of the building on the day prior to the event from 1:00 p.m. to 7:00 p.m. for set up purposes. Funds for this rental agreement will come from the Wellness Fund. After the event, the City will be reimbursed for the entire cost by Anthem, the City's medical insurance network and claims administrator.



**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

If the Agreement is not approved, the City will need to find another facility to hold this event or alternatively cancel the event.

**RECOMMENDATION:**

Approval of this Ordinance.

**ATTACHMENTS:**

1. RENTAL AGREEMENT - Colorado State Fair

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, BY AND THROUGH THE STATE FAIR AUTHORITY, RELATED TO THE RENTAL OF STATE FACILITIES TO HOST THE CITY'S 2023 ANNUAL EMPLOYEE HEALTH FAIR

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

SECTION 1.

The Agreement between the City of Pueblo, a Municipal Corporation, and the State of Colorado, by and through the Colorado State Fair Authority, a copy of which is attached hereto, having been approved as to form by the City of Pueblo Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the Agreement in the name of the City of Pueblo.

SECTION 3.

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

SECTION 4.

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

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on \_\_\_\_\_.

Final adoption of Ordinance by City Council on \_\_\_\_\_.

\_\_\_\_\_  
President of City Council

**Action by the Mayor:**

☐ Approved on \_\_\_\_\_.

☐ Disapproved on \_\_\_\_\_ based on the following objections:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mayor

**Action by City Council After Disapproval by the Mayor:**

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of \_\_\_\_\_, on \_\_\_\_\_
- ☐ Council action on \_\_\_\_\_ failed to override the Mayor's veto.

\_\_\_\_\_  
President of City Council

ATTEST

\_\_\_\_\_  
City Clerk

**USE PERMIT & RENTAL CONTRACT**

This agreement made and entered into this 15th day of August 15, 2023 and between the Colorado State Authority, hereinafter known as the AUTHORITY, and

**ORGANIZATION / EVENT NAME: CITY OF PUEBLO - HEALTH FAIR**

**CONTACT: BREON VALDEZ, HUMAN RESOURCES**

**ADDRESS: 301 W B St**

**CITY: PUEBLO STATE: CO ZIP: 81003**

**PHONE: 719-568-3810**

hereinafter known as the USER or CONTRACTOR

WHEREAS, the AUTHORITY agrees to rent the USER, where is, as is, PALACE OF AGRICULTURE (known hereinafter as the PREMISES) located on the Colorado State Fairgrounds for the purpose of **CITY OF PUEBLO HEALTH FAIR** (The "Event").

The AUTHORITY grants User the use and occupancy of the Premises for the following RENTAL PERIOD:

**Date(s) of Event: TUESDAY OCTOBER 3<sup>RD</sup>, 2023**

**Time of Event: 7:00AM TO 4:00PM**

**Authorized MOVE IN period: 1:00 PM – 7:00 PM MONDAY, OCTOBER 2<sup>ND</sup>, 2023**

**Move-Out Period: MOVE OUT MUST BE COMPLETE THE DAY OF EVENT.**

**Authorized Occupancy:** USER shall have access to the Premises on dates and times listed above only. Authorized occupancy on event day(s) only shall be 06:00 AM to 6:59 PM. The Rental Period shall not be extended for any purpose without the written permission of the AUTHORITY's General Manager. User agrees to pay for any additional period of time in excess of the Rental Period.

Now, therefore, in consideration of rental price as follows:

**RENTAL FEE: \$1,200.00** Includes RENTAL PERIOD as above. MIDWEEK DISCOUNT INCLUDES USE OF UP TO 100 TABLES & 300 CHAIRS

**DAMAGE DEPOSIT: WAIVED** (Deposits may be refunded 6 -8 weeks following event if no damages or other charges incurred)

**ADDITIONAL MOVE-IN/MOVE-OUT FEES: \$N/A**

**SET-UP/CLEAN-UP FEE: \$N/A**

**ADJUSTABLE CHARGES:** USER is responsible for setup of tables and chairs unless noted above. Additional tables and chairs may be rented from the AUTHORITY should building capacity allow. Additional equipment fees are \$6.00 per table and \$1.00 per chair. Setup/clean up fees of no less than \$350 per occurrence will be charged if AUTHORITY is required to perform setup and/or cleanup.

**SECURITY:** USER is required to use State AUTHORITY Security at a rate of up to \$27.00 per guard per hour and up to \$35.50 per uniformed police officer per hour. Number of security guards and/or uniformed police will be determined by security director and AUTHORITY Management.

**FOOD & BEVERAGE:** Alcoholic Beverages may be **served** during your event; however, the SALE of alcoholic beverages is prohibited. There is no restriction on food service or catering during your event; however, the SALE of food or beverage is prohibited without approval from the AUTHORITY. THE SALE OF ANY FOOD OR BEVERAGE IS STRICTLY PROHIBITED FOR ALL PRIVATE EVENTS.

This signed contract is due back to the AUTHORITY in ten (10) days with first payment to hold building. The USER will notify AUTHORITY fourteen (14) days in advance of event set-up.

**The USER agrees to make payments and final settlement as follows: \$0.00 due with signed contract. Remaining rental fees, and all estimated Adjustable Charges: Security, additional table and chair rental fees, set-up/clean up, additional move in/out fees, and any other anticipated charges are due no less than fourteen (14) days prior to event. An additional \$0.75 and 2.25% service fee will be applied to the transaction amount for all credit card payments.**

AUTHORITY will charge and USER agrees to pay one and one-half percent (1.5%) per month interest on any unpaid balance after settlement date

## TERMS OF USE

### The AUTHORITY and USER hereby agree, to wit (USER TO READ & INITIAL EACH TERM)

\_\_\_\_1) PAYMENT: All base payments, estimated adjustable charges and refundable damage deposit payments are due fourteen days prior to above stated event. Percentage and additional adjustable charge payments, if applicable, are due and payable immediately following said event. An additional \$0.75 and 2.25% service fee will be applied to the transaction amount for all credit card payments.

\_\_\_\_2) AGREEMENT TERMINATION: the AUTHORITY reserves the right to terminate this agreement at any time, with cause upon giving written notice thereof.

\_\_\_\_3) DATE RESERVATIONS AND CANCELLATIONS: the AUTHORITY will not guarantee availability of buildings/facilities nor hold date for those who have not submitted a non-refundable down payment. This non-refundable down payment shall be applied to payment due for rental of buildings/facilities if the event is held. Should USER cancel scheduled event at any time, a payment of \$0 shall be forfeited as an office charge.

\_\_\_\_4) CURFEW: ALL events are to be concluded and buildings/facilities cleared per the Authorized Rental/Occupancy period above. OUTDOOR events are subject to curfew times established at the option and discretion of the AUTHORITY prior to each individual event. Security will be required for all events concluding after 9:00PM.

\_\_\_\_5) PARKING: USER understands and agrees that parking on the fairgrounds is shared with other USERS and no exclusive rights are granted. The AUTHORITY reserves the right to restrict or designate parking and/or traffic patterns on the fairgrounds for the safety of patrons. The AUTHORITY reserves the right to charge for parking at their discretion. The AUTHORITY shall retain all parking revenue.

\_\_\_\_6) SECURITY: USER agrees to pay for adequate security officers as directed by the AUTHORITY Manager and Security Director at above stated event.

\_\_\_\_7) ALCOHOLIC BEVERAGES: Any use of alcoholic beverages on the Colorado State Fairgrounds is subject to the AUTHORITY approval and notification to State of Colorado, Department of Revenue, and Liquor Enforcement. The SALE of alcoholic beverages is prohibited without a valid liquor license and Food/Beverage contract with the AUTHORITY.

\_\_\_\_8) RESTROOM FACILITIES: Restroom facilities and supplies will be made available to USER by the AUTHORITY. USER, if required, will furnish restroom attendants.

\_\_\_\_9) INSTALLATIONS/DECORATIONS: USER is hereby granted permission to install at USER'S expense such items as displays, exhibits, decorations, etc, but will not be permitted to move or change any permanent fixtures attached to and a part of the building/facility, or to nail or tack any materials to the walls or ceilings of said buildings/facilities. USER further agrees to refrain from marring or defacing said building/facilities in any form whatsoever, and return premises in same condition as when received, ordinary wear and tear accepted. USER also agrees not to put tape on floors (painters tape or electrical tape may be used but must be removed after event). USE OF GLITTER, CONFETTI AND FOG MACHINES IS STRICTLY PROHIBITED; use of these items will result in forfeiture of damage deposit and/or additional fees.

\_\_\_\_10) REMOVAL OF EXHIBITS: USER agrees to pay the AUTHORITY (at current storage rate) for any material or merchandise left in buildings or on the premises after Authorized Rental/Occupancy period the AUTHORITY shall not be responsible for loss or damage to any merchandise or materials left on premises after event. USER also agrees to remove all signs, banners, and any other promotional material or advertisements immediately upon completion of the event. Should the AUTHORITY have to remove any of the above stated materials, the damage deposit will be retained as a clean-up/storage fee.

\_\_\_\_11) CLEANING: USER agrees to remove USER'S exhibits, displays, decorations, and all garbage, debris, etc., no later than 11:59 p.m. on the final day of the Rental Period. USER further agrees to return premises in same condition as when received, ordinary wear and tear accepted. All garbage must be removed from building and deposited in appropriate collection containers. The AUTHORITY agrees to remove all refuse and recycling from outside collection containers. Should USER fail to remove garbage, displays or decorations and fail to leave the building in an acceptably clean state, the damage deposit will be retained by the AUTHORITY as a clean-up fee and additional charges may apply.

\_\_\_\_12) ELECTRICAL POWER: Building/Facilities are rented where is, as is, with normal amount of electrical power, equipment, appliances, etc. Abnormal usage of power shall be paid by USER. No cutting into electrical lines is permitted. USER agrees to request any special electrical requirements for said event not later than two (2) weeks in advance of said event. The AUTHORITY will be sole judge of determining the availability and/or overload of electrical services and shall exercise the right to control the same.

\_\_\_\_13) LIABILITY: The USER hereby agrees to indemnify, save, defend and hold harmless the Colorado State Fair Authority, its officers, agents, servants and employees from any and all claims, causes of action, and suits accruing or resulting from damage, injury or loss to any person or persons or personal property, including all persons to whom the USER may be liable under any workmen's compensation laws, and the USER himself, and from any loss, damage, cause of action, claims, or suits for damage, including but not limited to loss of property, goods, wares, merchandise, or livestock, caused by, arising out of, or in any way connected with the exercise USER'S privileges herein.

\_\_\_\_14) INSURANCE: GIA: Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10- 101, et seq., C.R.S. (the "GIA") and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the GIA, as applicable now or hereafter amended.

\_\_\_\_15) LESSOR LIABILITY EXPOSURE. Notwithstanding any other provision of this lease to the contrary, no term or condition of this lease shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, §24-10-101 et seq., C.R.S., as now or hereafter amended. The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of §24-10-101, et seq., C.R.S., as now or hereafter amended and §24-30-1501, et seq., C.R.S., as now or hereafter amended. Any provision of this lease, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Lessor to the above cited laws.

16) INDEPENDENT CONTRACTOR. Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor 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 Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor 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.

\_\_\_\_17) COMPLIANCE WITH LAW. Contractor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

\_\_\_\_18) CHOICE OF LAW. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision 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 shall not invalidate the remainder of this contract, to the extent capable of execution.

\_\_\_\_19) BINDING ARBITRATION PROHIBITED. The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

\* Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

|                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>USER/Contractor:</b><br><br><u><b>City of Pueblo, a Colorado municipal corporation</b></u><br>301 W B St.<br>Pueblo, CO 81003<br>719-553-2633<br><br>_____<br>Signature of Authorized Officer*<br><br>_____<br>Printed Name & Title of Authorized Officer<br><br>_____<br>Date<br><br>84-6000615<br>Social Security Number or FEIN | <b>State of Colorado:</b><br><b>Colorado State Fair Authority</b><br>1001 Beulah Ave.<br>Pueblo, CO 81004<br>719.561.8484<br><br>_____<br>Scott Stoller, General Manager<br><br><br><br>_____<br>Date |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

By: \_\_\_\_\_  
Lea Cassidy, Controller Delegate

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



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** September 11, 2023

**TO:** President Heather Graham and Members of City Council

**CC:** Mayor Nicholas A. Gradisar

**VIA:** Marisa Stoller, City Clerk

**FROM:** Andrew Hayes, Public Works Director

**SUBJECT:** AN ORDINANCE APPROVING AMENDMENT NO. 1 TO THE SUBDIVISION IMPROVEMENTS AGREEMENT FOR THE PUEBLO SPRINGS APARTMENTS SUBDIVISION ENTERED INTO BETWEEN THE CITY OF PUEBLO AND PUEBLO SPRINGS APARTMENTS, LLC, AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

**SUMMARY:**

Attached is an Ordinance approving Amendment No. 1 to the Subdivision Improvements Agreement for the Pueblo Springs Apartments Subdivision between the City and Pueblo Springs Apartments, LLC, and authorizing the Mayor to execute the Amendment on behalf of the City.

**PREVIOUS COUNCIL ACTION:**

City Council approved Ordinance No. 10182 on May 23, 2022, approving the Pueblo Springs Apartments Subdivision.

**BACKGROUND:**

Pueblo Springs Apartments is requesting an amendment to the Subdivision Improvements Agreement for the Pueblo Springs Apartments Subdivision. The proposed amendment acknowledges that the original subdivision action was completed in accordance with Chapter 4, Title XII of the Pueblo Municipal Code and that the City and future purchasers of any lots in the subdivision may not compel rescission of any sale/conveyance/transfer of the property, unless said sale/conveyance or transfer was conducted unlawfully. This amendment provides clarification necessary to satisfy loan guaranty requirements of the U.S. Department of Housing and Urban Development, while preserving the City's rights and remedies outlined in Chapter 4, Title XII of Pueblo Municipal Code.

**FINANCIAL IMPLICATIONS:**



None.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

Failure to approve this Ordinance will preclude the City from being able to execute the amendment to the Subdivision Improvements Agreement.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. Pueblo Springs Apartments SIA Amendment No. 1 (230810)

ORDINANCE NO.

AN ORDINANCE APPROVING AMENDMENT NO. 1 TO THE  
SUBDIVISION IMPROVEMENTS AGREEMENT FOR THE  
PUEBLO SPRINGS APARTMENTS SUBDIVISION ENTERED  
INTO BETWEEN THE CITY OF PUEBLO AND PUEBLO  
SPRINGS APARTMENTS, LLC, AND AUTHORIZING  
EXECUTION THEREOF BY THE MAYOR

WHEREAS, Pueblo Springs Apartments, LLC and the City of Pueblo, a Colorado Municipal Corporation, entered into a Subdivision Improvements Agreement ("Agreement") dated July 18th, 2022 and recorded on June 22, 2023 as Instrument No. 2316295 in the Office of Clerk and Recorder of Pueblo County, Colorado, under which Pueblo Springs Apartments, LLC agreed to construct and install certain Required Public Improvements, as defined in the Agreement; and

WHEREAS, the Subdivider intends to construct multifamily rental properties on the land subject to the Agreement with the proceeds of mortgage loans insured by the U.S. Department of Housing and Urban Development ("HUD"); and

WHEREAS, HUD will not insure mortgage loans secured by property that is subject to reversionary interests; and

WHEREAS, Pueblo Springs Apartments, LLC has requested an amendment to the Subdivision Improvements Agreement for the Pueblo Springs Apartments Subdivision to amend the Agreement such that any reversionary interest is made null and void insofar as it applies to property encumbered by a HUD-insured or HUD-held mortgage; NOW THEREFORE,

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

SECTION 1.

Amendment No. 1 to the Subdivision Improvements Agreement for the Pueblo Springs Apartments Subdivision dated July 18, 2022 by and between Pueblo Springs Apartments, LLC, and the City of Pueblo, a Colorado Municipal Corporation ("Amendment"), a copy of which is attached hereto and made part hereof by reference, after having been approved as to form by the City Attorney, is hereby approved. The Mayor is hereby authorized to execute said Amendment 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 2.

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

SECTION 3.

This Ordinance shall become effective immediately upon 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:

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\_\_\_\_\_  
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

DOCUMENT PREPARED BY  
AND RETURN TO:

Jim Provenzale  
Dinsmore & Shohl LLP  
One Indiana Square, Suite 1800  
Indianapolis, Indiana 46204

Reference: Subdivision Improvements Agreement: Instrument No. 2316295

**AMENDMENT NO. 1 TO SUBDIVISION IMPROVEMENTS AGREEMENT**  
**(Pueblo Springs Apartments Subdivision)**

This Amendment to Subdivision Improvements Agreement is made this \_\_\_\_ day of \_\_\_\_, 2023, between the CITY OF PUEBLO, a Municipal Corporation (“City”) and PUEBLO SPRINGS APARTMENTS LLC, a Colorado limited liability company (“Subdivider”).

WHEREAS, Subdivider and City entered into a Subdivision Improvements Agreement (“Agreement”) on July 18<sup>th</sup>, 2022 and recorded on June 22, 2023 as Instrument No. 2316295 in the Office of Clerk and Recorder of Pueblo County, Colorado, under which Subdivider agreed to construct and install certain Required Public Improvements, as defined in the Agreement; and

WHEREAS, the Subdivider intends to construct multifamily rental properties on the land subject to the Agreement with the proceeds of mortgage loans insured by the U.S. Department of Housing and Urban Development (“HUD”); and

WHEREAS, HUD will not insure mortgage loans secured by property that is subject to reversionary interests; and

WHEREAS, the City and the Subdivider desire to amend the Agreement such that any reversionary interest is made null and void insofar as it applies to property encumbered by a HUD-insured or HUD-held mortgage.

NOW, THEREFORE, WITNESSETH: the Agreement is hereby modified and amended as follows:

1. Paragraph 13 is deleted in its entirety and replaced with the following:

The City or the purchaser of any lot(s) within this Subdivision shall have the authority to bring an action in any Court of competent jurisdiction to compel the enforcement of this Agreement or any amendment hereto. Such authority shall include the right to compel rescission of any sale, conveyance, or transfer of any lot(s) or tract(s) contrary to the provisions of the Ordinances of the City or this Agreement. In the event of any litigation arising out of this Agreement, the Court shall award the prevailing party its costs and expenses, including reasonable expert witness and attorney's fees. Venue for any such litigation shall be Pueblo County, Colorado. Neither the City nor the purchaser of any lot(s) within this Subdivision will have the right to compel rescission of any sale, conveyance or transfer of any property that is 1) encumbered by a HUD-insured or HUD-held mortgage or 2) acquired through the foreclosure of such a mortgage. The foregoing restriction shall not be construed nor applied to waive or otherwise limit any remedy, including rescission, of any party, including City or any purchaser of any lots(s) within the Subdivision, that may arise as the result of an unlawful transfer including but not limited any transfer in violation of §12-4-4, P.M.C. Pursuant to Ordinance No. 10182, the final plat of the Subdivision was recorded in the office of the Pueblo County Clerk and Recorder on June 22, 2023 as Instrument No. 2316294, and all information, documents, drawings, profiles, and plat required by Chapter 4 of Title XII of the Pueblo Municipal Code meeting and complying with the subdivision requirements of the City with such modifications, if any, approved by City Council have been filed with and approved by the Director of Public Works of City.

2. As a condition precedent to execution of this Amendment, Subdivider shall provide the City with a current title insurance commitment evidencing that fee simple title of all lands in the Subdivision is totally vested with the Subdivider free and clear of all liens and encumbrances. If such land is not free and clear, the holder of such indebtedness or encumbrance shall subordinate its interest or encumbrance to this Amendment and all its terms, conditions, and restrictions.

3. The Agreement, as amended by this Amendment, shall remain in full force and effect and the covenants of this Amendment shall run with the land within the Subdivision and shall extend to, be binding upon, and inure to the benefit of City and Subdivider and their respective heirs, personal representative, successors, and assigns.

[Signatures on following pages]

**CITY SIGNATURE PAGE TO**  
**AMENDMENT TO SUBDIVISION IMPROVEMENT**  
**AGREEMENT**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the Effective Date.

**CITY:**

**CITY OF PUEBLO**

a Municipal Corporation

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

Nicholas A. Gradisar, Mayor of Pueblo, Colorado

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_)

) SS:

COUNTY OF \_\_\_\_\_)

Before me, a Notary Public in and for said County and State, personally appeared Nicholas A. Gradisar, Mayor of Pueblo, Colorado, a Municipal Corporation, who, after having been duly sworn, acknowledged the execution of the foregoing Amendment to Subdivision Improvements Agreement for and on behalf of the City of Pueblo, Colorado.

WITNESS my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
( ) Notary Public

My Commission Expires:

My County of Residence:

\_\_\_\_\_

\_\_\_\_\_

**SUBDIVIDER SIGNATURE PAGE TO**  
**AMENDMENT TO SUBDIVISION IMPROVEMENT**  
**AGREEMENT**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the Effective Date.

**SUBDIVIDER:**

Pueblo Springs Apartments LLC

a Colorado limited liability company

By: ESH Development LLC

a Colorado limited liability company

its Managing Member

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

Emery S. Chukly

Manager & Sole Member

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_)

) SS:

COUNTY OF \_\_\_\_\_)

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, who, after having been duly sworn, acknowledged the execution of the foregoing Amendment to Subdivision Improvements Agreement for and on behalf of Pueblo Springs Apartments LLC.

WITNESS my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
( ) Notary Public

My Commission Expires:

\_\_\_\_\_

My County of Residence:

\_\_\_\_\_



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** September 11, 2023

**TO:** President Heather Graham and Members of City Council

**CC:** Mayor Nicholas A. Gradisar

**VIA:** Marisa Stoller, City Clerk

**FROM:** Scott Hobson, Acting Director Planning and Community Development

**SUBJECT:** AN ORDINANCE ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE DORCY COMMUNITY HOUSING ANNEXATION TO THE CITY OF PUEBLO, DESCRIBED AS 10.74-ACRES OF LAND GENERALLY LOCATED SOUTH OF RED CREEK SPRINGS ROAD AND NORTH OF THE KINGSROYAL BOULEVARD TERMINUS

**SUMMARY:**

The petitioner, Pueblo County, is requesting to annex the property containing 10.74-acres into the City of Pueblo commonly known as the Dorcy Community Housing Annexation to the City of Pueblo.

**PREVIOUS COUNCIL ACTION:**

On September 12, 2022, City Council approved a Resolution No. 14991 preliminarily determining that the petition for annexation of the area commonly known as the Dorcy Community Housing Annexation is valid under the provisions of Colorado Revised Statutes Section 31-12-107(1) and tabling final action of the petition for not more than 180 days. City Council approved Resolution 15145, on February 13, 2023, tabling final action on the annexation petition for an additional period of not more than 180 days.

**BACKGROUND:**

The Dorcy Community Housing Annexation is generally located south of Red Creek Springs Road, north of the Kingsroyal Boulevard Terminus, and east of the Sunset Country Estates Mobile Home Park. The petitioners are requesting to annex 10.74-acres into the City to facilitate the proposed development of 31 residential duplex units and a community building.

The ability to connect with the existing Pueblo Water domestic water service and the City's wastewater system is available within the adjacent right-of-way of Red Creek Springs Road. Police and fire services are already being provided to the properties immediately to the north, east, and south of the area proposed to be annexed. The



property is within the City's 3-mile Annexation Plan, adopted by Resolution No.15140 on February 13, 2023.

The proposed annexation site is currently zoned Pueblo County A-4 and is surrounded by single-family residences to the north, east, and south. A mobile home park is located directly west of the site. The Planning and Zoning Commission recommended approval of the petitioners rezoning request to R-3, at the Commission's public hearing on July 12, 2023. Upon approval of an annexation ordinance by City Council, the applicant's request to zone the property into an R-3 One- and Two-Family Residential Zone District will be reviewed by City Council.

The Annexation Agreement requires Kingsroyal Boulevard, classified as a mixed-use collector, to be extended north through the Dorcy Community Housing Annexation area, intersecting with Red Creek Springs Road at the northern property boundary of the Annexation area. Ibis Lane, classified as a local street, will be extended west and intersect with the northern extension of Kingsroyal Boulevard within the Dorcy Annexation Area. The extension of Kingsroyal Boulevard conforms with the 2040 Long Range Transportation Plan future roadway map.

The proposed annexation is designated as Suburban Residential by the Pueblo Regional Comprehensive Plan, 2022. According to the Comprehensive Plan, Suburban Neighborhoods are predominantly single-family detached and attached homes on similarly sized lots. The proposed residential duplex development provides single-family attached housing as allowed for by the Pueblo Comprehensive Plan Suburban Residential land use category.

#### **FINANCIAL IMPLICATIONS:**

The Petitioner acknowledges and agrees that upon the annexation, the property shall become subject to the Charter, Ordinances, Resolutions, rules, and regulations of the City, but that the City shall have no obligation to furnish or extend municipal services, including but not limited to sanitary sewer services, to the area proposed to be annexed.

#### **BOARD/COMMISSION RECOMMENDATION:**

The City Planning and Zoning Commission reviewed the proposed annexation at the December 14, 2022, Regular Meeting. A motion to approve the proposed annexation was made by Commissioner Avalos and seconded by Commissioner Bailey to recommend approval of the proposed annexation petition. Motion passed 4-0, Commissioners Aznar, Martinez, and Pasternak were absent.

#### **STAKEHOLDER PROCESS:**

Annexation Impact Reports have been filed with taxing entities as required by Colorado Revised Statutes.

#### **ALTERNATIVES:**

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

City Council could vote to not approve the annexation Ordinance. The applicant could resubmit an annexation petition in the future subject to the applicable provisions of the Municipal Annexation Act of 1965 and C.R.S. §31-12-104, 105 and 107(1).

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. A-22-06 Annexation Attachments

## ORDINANCE NO.

AN ORDINANCE ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE DORCY COMMUNITY HOUSING ANNEXATION TO THE CITY OF PUEBLO, DESCRIBED AS 10.74-ACRES OF LAND GENERALLY LOCATED SOUTH OF RED CREEK SPRINGS ROAD AND NORTH OF THE KINGSROYAL BOULEVARD TERMINUS

WHEREAS, the City Planning and Zoning Commission has recommended that the area described in Section 1 hereof be annexed to the City of Pueblo; and,

WHEREAS, the City Council has heretofore found and determined by Resolution that the Petition for Annexation and the area described in Section 1 hereof to be in compliance with the notice and other applicable provisions of the Municipal Annexation Act of 1965 and C.R.S. §31-12-104, 105 and 107(1); and,

WHEREAS, the City Council has by Resolution found and determined that an election is not required under C.R.S. §31-12-107 (2) and no additional terms and conditions are to be imposed upon the area described in Section 1 other than those set forth in the Petition for Annexation and the Annexation Agreement; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:  
SECTION 1.

The following described area situated in Pueblo County, Colorado, is hereby annexed to Pueblo, a Colorado Municipal Corporation, subject to the terms and conditions set forth in the Petition for Annexation and the Annexation Agreement, and the official map of the City shall be amended to show such annexation:

### **ANNEXATION**

#### **AREA TO BE ANNEXED**

A parcel of land located in the SE ¼ of the SW ¼ of Section 04, Township 21 South, Range 65 West of the 6th P.M. the County of Pueblo and State of Colorado, being more particularly described as follows:

Considering the centerline of Starling Drive in The Meadows, Filing No. 4, according to the recorded plat thereof as filed for record on January 14, 1980 at Reception No. 628024 in the Pueblo County records to bear S. 02°48'49" W., and all bearings contained herein being relative thereto. Both ends of said centerline are monumented with a lead and tack in a monument box.

Beginning at the Northeast corner of Lot 1, Block 18 of Regency Park, 10th Filing, according to the recorded plat thereof as filed for record on January 31, 1979 at Reception No. 597379 in the Pueblo County records; thence N. 00°54'08" E., a distance of 1,301.06 feet to a point on the southerly right-of-way line of Red Creek Springs Road as presently located; thence S. 89°05'52" E. along said southerly right-of-way line a distance of 255.71 feet to a point on the westerly line of Vinci Subdivision, a Special Area Plan according to the recorded plat thereof as filed for record on July 5, 2011 at Reception No. 1879494 in the Pueblo County records; thence S. 01°00'14" W. along said westerly line a distance of 289.88 feet to the Southwest corner of said Vinci Subdivision, a Special Area Plan; thence S. 89°01'48" E. along the southerly line of said Vinci Subdivision, a Special Area Plan a distance of 151.56 feet to the Southeast corner of said Vinci Subdivision, a Special Area Plan, said point also being on the westerly line of The

Meadows, Filing No. 4 according to the recorded plat thereof as filed for record on January 14, 1980 at Reception No. 628024 and the westerly line of The Meadows, Filing No. 3 according to the recorded plat thereof as filed for record on January 31, 1979 at Reception No. 597382 both in the Pueblo County records; thence S.02°48'49"W. along said westerly line a distance of 1,010.01 feet to the Southwest corner of said The Meadows, Filing No. 3, said point also being on the northerly line of the aforementioned Regency Park, 10th Filing; thence N. 89°20'09" W. along said northerly line a distance of 373.08 feet to the Point of Beginning.

Containing 10.74 acres, more or less.

#### **PROPOSED NEW CITY LIMITS LINE**

Beginning at the Northeast corner of Lot 1, Block 18 of Regency Park, 10th Filing, according to the recorded plat thereof as filed for record on January 31, 1979 at Reception No. 597379 in the Pueblo County records; thence N. 00°54'08" E., a distance of 1301.06 feet to a point on the southerly right-of-way line of Red Creek Springs Road as presently located, said point being the Point of Terminus.

#### **Certification Of Perimeter:**

At least one-sixth of the boundary of the land described in the annexation above is now existing city limits line. The complete annexation is within 3 miles of present city limits.

#### **SECTION 2.**

The owners of one hundred percent (100%) of the property to be annexed have petitioned for such annexation.

#### **SECTION 3.**

The Annexation Agreement in the form and content presented to the City Council at this meeting is hereby authorized and approved. The Mayor is hereby directed and authorized to execute and deliver the Annexation 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 4.**

Within thirty (30) days after the effective date of the Ordinance, the City Clerk shall:

- (a) File one copy of the annexation map with the original of this ordinance in the office of the City Clerk; and,
- (b) File for recording three certified copies of this Ordinance and annexation map with the Pueblo County Clerk and Recorder; and,
- (c) File one certified copy of the annexation map and this Ordinance with the Southeastern Colorado Water Conservancy District.

#### **SECTION 5.**

The officers of the City are hereby authorized to take all other actions necessary or appropriate, on behalf of the City, to implement the provisions of this Ordinance and the Annexation Agreement.

#### **SECTION 6.**

If any provisions of this Ordinance or Annexation Agreement shall be held or deemed to be illegal, inoperative or unenforceable, the same shall not affect any other provisions or provisions of this Ordinance or Annexation Agreement or render the same invalid, inoperative or unenforceable, except as otherwise expressly provided in the Annexation Agreement.

**SECTION 7.**

The City Council hereby consents to the inclusion of the annexed area in the Southeastern Colorado Water Conservancy District pursuant to C.R.S. §37-45-136 (3.6).

**SECTION 8.**

This Ordinance shall become effective immediately upon final passage and the annexation shall be effective for ad valorem tax purposes on and after January 1, 2024.

**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

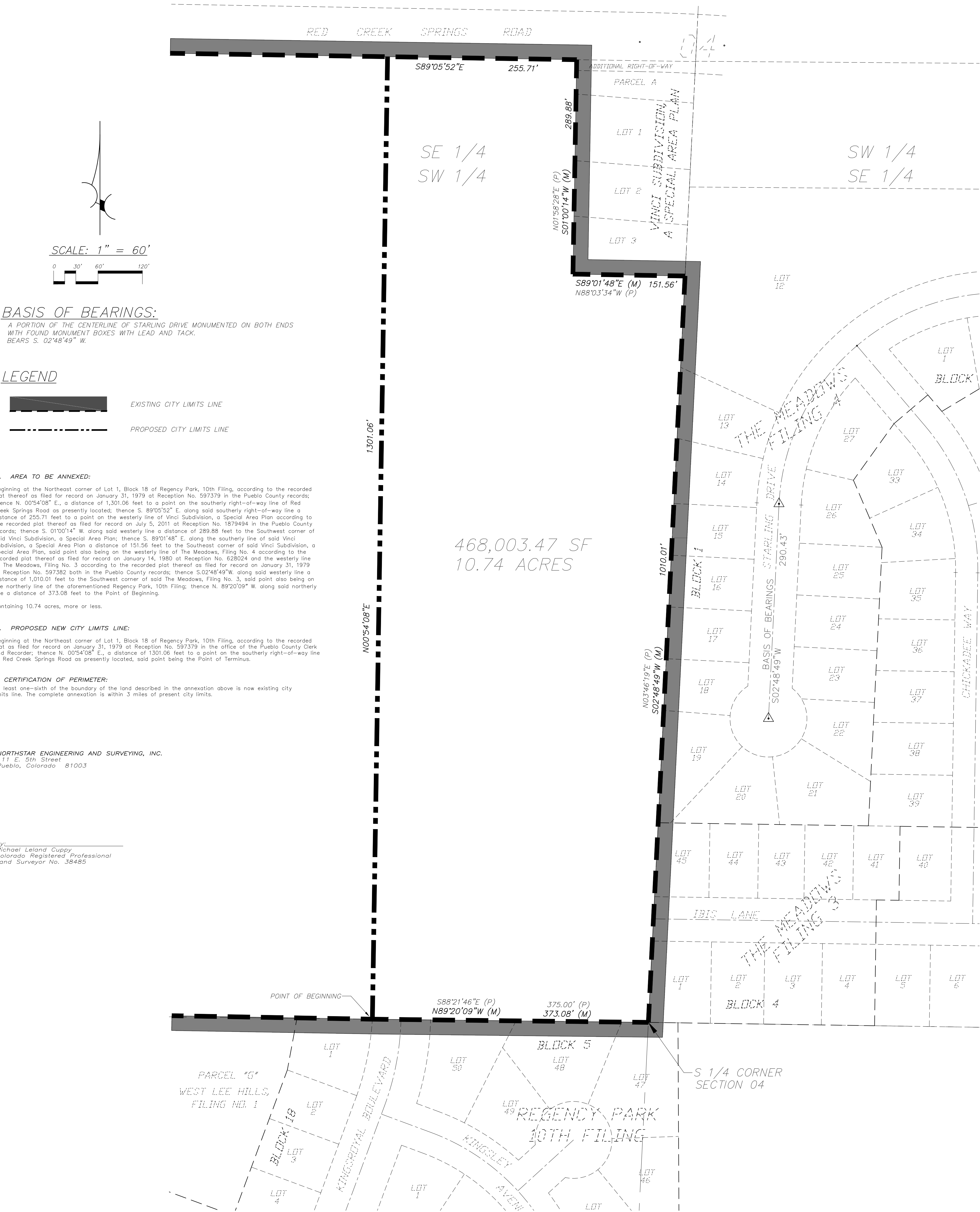
\_\_\_\_\_  
City Clerk





# DORCY COMMUNITY HOUSING ANNEXATION

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4,  
TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M.  
COUNTY OF PUEBLO, STATE OF COLORADO



1. AREA TO BE ANNEXED:
- Beginning at the Northeast corner of Lot 1, Block 18 of Regency Park, 10th Filing, according to the recorded plat thereof as filed for record on January 31, 1979 at Reception No. 597379 in the Pueblo County records; thence N. 00°54'08" E., a distance of 1,301.06 feet to a point on the southerly right-of-way line of Red Creek Springs Road as presently located; thence S. 89°05'52" E. along said southerly right-of-way line a distance of 255.71 feet to a point on the westerly line of Vincel Subdivision, a Special Area Plan according to the recorded plat thereof as filed for record on July 5, 2011 at Reception No. 1879494 in the Pueblo County records; thence S. 01°00'14" W. along said westerly line a distance of 289.88 feet to the Southwest corner of said Vincel Subdivision, a Special Area Plan; thence S. 89°01'48" E. along the southerly line of said Vincel Subdivision, a Special Area Plan a distance of 151.56 feet to the Southeast corner of said Vincel Subdivision, a Special Area Plan, said point also being on the westerly line of The Meadows, Filing No. 4 according to the recorded plat thereof as filed for record on January 14, 1980 at Reception No. 628024 and the westerly line of The Meadows, Filing No. 3 according to the recorded plat thereof as filed for record on January 31, 1979 at Reception No. 597382 both in the Pueblo County records; thence S. 02°48'49" W. along said westerly line a distance of 1,010.01 feet to the Southwest corner of said The Meadows, Filing No. 3, said point also being on the northerly line of the aforementioned Regency Park, 10th Filing; thence N. 89°20'09" W. along said northerly line a distance of 373.08 feet to the Point of Beginning.
- Containing 10.74 acres, more or less.
2. PROPOSED NEW CITY LIMITS LINE:
- Beginning at the Northeast corner of Lot 1, Block 18 of Regency Park, 10th Filing, according to the recorded plat as filed for record on January 31, 1979 at Reception No. 597379 in the office of the Pueblo County Clerk and Recorder; thence N. 00°54'08" E., a distance of 1301.06 feet to a point on the southerly right-of-way line of Red Creek Springs Road as presently located, said point being the Point of Terminus.
3. CERTIFICATION OF PERIMETER:
- At least one-sixth of the boundary of the land described in the annexation above is now existing city limits line. The complete annexation is within 3 miles of present city limits.

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

By:  
Michael Leland Cuppy  
Colorado Registered Professional  
Land Surveyor No. 38485

|                                                                                                                                                                                                    |                 |                         |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------------------------|--|
| <div><div><div>NORTHSTAR</div><div>ENGINEERING AND SURVEYING, INC.</div></div><div>111 E. 5TH ST.<br/>PUEBLO, CO 81003</div></div> <div><div>(719)544-6823</div><div>(719)544-6825 FAX</div></div> |                 |                         |  |
| TITLE: ANNEXATION PLAT                                                                                                                                                                             |                 | FILE: 2102201-ANNEX.DWG |  |
| SCALE: 1" = 60'                                                                                                                                                                                    | DRAWN BY: DJA   | JOB NO. 2102201         |  |
| DATE: 10-06-2022                                                                                                                                                                                   | CHECKED BY: MLC | SHEET 1 OF 1            |  |

## ANNEXATION AGREEMENT

### CASE NO. A-22-06 DORCY COMMUNITY HOUSING ANNEXATION

This Annexation Agreement is made effective as of \_\_\_\_\_ 2023, by and between the City of Pueblo, a Colorado Municipal Corporation, (the "City"), for the use and benefit of, Posada, Inc., a Colorado Non-Profit Corporation. (the "Petitioner"), WITNESSETH

WHEREAS, the Petitioner is the owner of the real property located in Pueblo County, Colorado, and described in Exhibit "A" attached hereto and incorporated herein (the "Property");

WHEREAS, the Petitioner has submitted a petition for the annexation of the Property to the City; and

WHEREAS, as a condition precedent to the annexation of the Property, Petitioner has agreed to enter into an annexation agreement with the City setting forth certain terms and conditions with respect to such annexation.

NOW THEREFORE, in consideration of the above, and the following covenants and conditions; the City and Petitioner agree as follows:

#### I. REPRESENTATION AND WARRANTIES OF PETITIONER

Petitioner represents and warrants to, and covenants with, the City as follows:

- (1) Petitioner has good and marketable fee simple title to the Property subject only to Permitted Encumbrances attached hereto as Exhibit "B."
- (2) Petitioner is authorized to and has taken all action required by it (a) to annex the Property to the City and (b) to execute, deliver and perform its obligations under this Annexation Agreement, and (c) to carry out and consummate all of its transactions contemplated by this Annexation Agreement.
- (3) This Annexation Agreement when executed and delivered, constitutes a valid and legally binding obligation of the Petitioner enforceable against Petitioner according to its terms. The document entitled "Special Improvements and Dedications" marked and attached as Exhibit "C" is incorporated herein by reference. In the event of a conflict between the terms and conditions of Exhibit C and this Agreement, the terms and conditions contained in Exhibit "C" shall control.
- (4) Neither the execution and delivery of this Annexation Agreement nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions or any restriction or any agreement or instrument to which the Petitioner is bound, or constitutes a default under any of the foregoing.
- (5) There is no litigation pending, or to the knowledge of Petitioner threatened, against the Petitioner or any person affecting the right of the Petitioner to execute and comply with this Annexation Agreement.



(6) The representations and warranties of Petitioner contained herein will be true and correct in all material respects as of the date of recording the annexation plat and Ordinance of the City Council approving the annexation of the Property.

## II. ZONING AND SUBDIVISION

(1) A zoning map amendment application may be filed any time after the petition for annexation has been found to be valid in accordance with the provisions of Section 31-12-107, C.R.S. The Planning and Zoning Commission may hear the application for zoning and make its recommendations thereon prior to annexing the Property, but the proposed zoning ordinance shall not be passed on final presentation prior to the date the ordinance annexing the Property is approved on final presentation.

(2) No rights shall exist in Petitioner nor with respect to the Property arising from its preexisting subdivision or use at the time of annexation. No subdivision of the Property shall be approved prior to the time the ordinance annexing and zoning the Property is approved on final presentation.

(3) The zoning provisions of this Article II relate to the initial zoning of the Property after annexation. Such zoning is not guaranteed, and the City Council of City retains its full discretion with respect to such zoning. Nothing contained in this Article II shall be construed to limit the power of the City Council to rezone the Property or any part thereof after approval of the initial zoning of the Property after annexation.

## III. PUBLIC FACILITIES

The Petitioner shall dedicate land and rights-of-way for public uses and facilities necessary and required to serve the Property in accordance with the approved Master Development Plan or required as a result of the development of the Property as determined by the City, in its sole discretion, including, but not limited to, sanitary and storm sewers, drainage ways and facilities, utilities, streets, roadways, trail systems, parks and open space. The Petitioner at its expense shall timely construct and install all on-site and off-site improvements necessary and required to serve the Property or required as a result of the development of the Property as determined by the City, in its sole discretion, including, but not limited to, trail systems, parks, streets, street lights, curbs and gutters, sidewalks, bridges, traffic control devices, sanitary sewers, storm sewers, drainage and channel improvements and facilities, but excluding public buildings such as fire stations. All such improvements shall meet and comply with applicable City Ordinances in effect at the time of installation of such improvements.

## IV. UTILITIES

The Petitioner shall comply with all applicable City of Pueblo (sanitary and storm sewers), Xcel Energy (natural gas), the applicable electric utility franchised and holding a Certificate of Public Convenience and Necessity for electric service within the annexed area, Comcast of Colorado IV, LLC (cablevision), Pueblo Board of Water Works (water), and authorized ILEC and CLEC (telephone/data transmission) for the installation of mains, lines, stations, and any other appurtenant utility facilities in effect at the time of such installation. All existing and new power lines fewer than 30,000 volts and all other overhead utilities (1) within the Property, (2) within the public rights-of-way adjoining the Property, and (3) within the areas adjacent to the Property which

serves the Property shall be installed underground.

#### V. COMPLIANCE WITH ORDINANCES

Except as otherwise specifically provided in this Annexation Agreement to the contrary, the development, subdivision and zoning of the Property shall meet and comply with all applicable ordinances, resolutions, regulations, and standards of the City now existing or hereinafter enacted or amended.

#### VI. BINDING EFFECT

The covenants, restrictions, and agreements herein set forth are covenants running with the Property, shall run with and bind the Property, and shall extend to and be binding upon the Petitioner and its legal representatives, successors, assigns and transferees. The Petitioner expressly accepts and agrees to the covenants, restrictions, and agreements set forth herein by execution of this Annexation Agreement and by the filing of its petition for annexation. If Petitioner defaults in any of its obligations under this Annexation Agreement, including, without limitation, land dedication obligations, City, upon notice given to Petitioner specifying the default, may withhold all subdivision, special area plan, and other development approvals as well as building and occupancy permits for any building or structure within the Property until such default has been corrected to the satisfaction of the City.

#### VII. AMENDMENTS

Amendments to this Annexation Agreement may only be made through formal petition to and approval by Ordinance of the City Council after such amendment has been submitted to and reviewed by all appropriate City Departments and such Departments have submitted their findings and recommendations to the City Council.

#### VIII. SEVERABILITY

If any section, clause, or other provision of this Annexation Agreement is for any reason determined to be invalid or unenforceable by any court of competent jurisdiction, such determination shall not affect any of the remaining provisions of this Annexation Agreement.

#### IX. VESTED RIGHTS

As a condition of and in consideration of the City annexing the Property, the Petitioner, for itself and its successors and assigns waives and releases all previously acquired or existing vested property rights attached to or established with respect to the Property.

The Petitioner acknowledges and agrees that neither this Annexation Agreement nor any provision hereof, nor the annexation of the Property to the City, nor the approval of the Master Development Plan, zoning or subdivision, either separately or jointly (a) creates or establishes a vested property right in or for the benefit of the Petitioner or its successors or assigns, or with respect to the Property; or (b) constitutes a site-specific development plan. The terms "vested property right" and "site-specific development plan" shall have the same meaning as set forth in Section 17-12-2 of the Pueblo Municipal Code and §24-68-101, et seq., C.R.S.

## X. BUILDING PERMITS

No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department to occupy, construct or install any building, structure or other improvement on the Property except within a subdivision and zone district, which corresponds to the land use category designated by the City's Comprehensive Plan, after adoption of the ordinance annexing the Property which meets and complies with this Annexation Agreement and City's ordinances, standards, and regulations.

## XI. DISCONNECTION

(1) Disconnection by Petitioner. Petitioner acknowledges and agrees that upon annexation of the Property, the Property shall become subject to this Annexation Agreement, the Charter, ordinances and rules and regulations of the City, but that City shall not have any obligation to furnish or extend municipal services to the Property. Petitioner may, three (3) or more years after annexation, petition under §31-12-119 C.R.S. for disconnection from the City if the City does not, upon reasonable demand, provide the same municipal services to the Property on the same general terms and conditions as the rest of the City receives.

(2) Disconnection by City. If Petitioner defaults in any provision or condition of this Annexation Agreement and such default is not cured within ninety (90) days after written notice specifying the default is given by City to Petitioner, or, if the default is one which cannot be cured within said 90-day period, and Petitioner fails to undertake the cure of such default within said 90-day period and diligently prosecutes same to completion, proceedings may be instituted by the City to disconnect the Property from the City, and for such purpose, the Petitioner irrevocably consents to such disconnection proceedings and waives any and all rights to contest such disconnection.

## XII. CONTRACTUAL NATURE OF ANNEXATION AGREEMENT

The terms, conditions and obligations of this Annexation Agreement are and shall be construed to be purely contractual in nature, as terms, conditions and obligations voluntarily agreed to by City and Petitioner prior to annexation of the Property to the City. The terms, conditions and obligations imposed on Petitioner and the Property by this Annexation Agreement are not nor shall they individually or cumulatively be construed to be conditions upon granting land-use approvals within the meaning of sections 29-20-201 to 29-20-204, C.R.S.

## XIII. SPECIAL IMPROVEMENTS AND DEDICATIONS

In addition to the on-site improvements and land dedications required to be made by the provisions of this Annexation Agreement, Petitioner will construct and install the improvements, dedicate the land, and pay or cause to be paid any fees described in Exhibit "C" attached hereto and incorporated herein. The improvements, dedication, and fees described in said Exhibit "C" are in addition to and not in substitution for any improvements or dedications otherwise required by this Annexation Agreement.

#### XIV. MISCELLANEOUS

(1) Notice. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when personally delivered, or mailed by registered or certified mail, postage prepaid, addressed as follows:

- (a) if to the City: Mayor, City of Pueblo  
1 City Hall Place, Pueblo, CO 81003
- (b) copy to: City Attorney  
1 City Hall Place, Pueblo, CO 81003
- (c) if to the Petitioner: Kim Bowman  
Executive Director  
Posada, Inc., a Colorado Non-Profit Corporation  
827 E. 4<sup>th</sup> St.  
Pueblo, CO 81001
- (d) copies to: Michael Cuppy  
NorthStar Engineering and Surveying  
111 E. 5<sup>th</sup> St.  
Pueblo, CO 81002

or to such other address as either party by written notice given hereunder may designate.

(2) Governing Law and Venue. This Annexation Agreement shall be governed and construed in accordance with the laws of the State of Colorado, without regard to conflict of law principles. Venue for any action arising out of this Annexation Agreement shall be Pueblo County, Colorado.

(3) No Third Party Beneficiaries. Nothing in this Annexation Agreement expressed or implied is intended to or shall be construed to confer upon, or to give to, any person other than the City and the Petitioner any right, remedy or claim under or by reason of this Annexation Agreement or any covenant, condition or stipulation hereof; and all the covenants, agreements and stipulations in this Annexation Agreement contained by and on behalf of the City or the Petitioner shall be for the exclusive benefit of the City and the Petitioner.

(4) Singular, Plural. Unless the context requires otherwise, words denoting the singular may be construed as denoting the plural. Words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting the other gender, if applicable.

(5) Entire Agreement. All prior discussions, representations, understandings and agreements, whether oral or written, between the parties with respect to the subject matter of this Annexation Agreement are merged in this Annexation Agreement, which constitutes the entire agreement between the parties.

(6) Liability of City. This Agreement is not as and shall not be interpreted as a waiver of the rights and protections given to the City by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq. In addition, in no event shall City, its officers, agents or employees be liable to Petitioner 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, Petitioner 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 Petitioner's obligations under this Agreement. In the event of a breach of this Agreement by the City, Petitioner's sole and exclusive remedy shall be to bring an equitable action for specific performance in the District Court of Pueblo County, Colorado. Such violations may be restrained, or such obligations enforced by injunction at the instance and request of Petitioner without the showing of any special damages or an inadequate remedy at law.

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

CITY OF PUEBLO, COLORADO  
a Colorado Municipal Corporation

[ S E A L ]

By

\_\_\_\_\_  
Nicholas A. Gradisar, Mayor

Attest: \_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

PETITIONER:

Posada, Inc, a Colorado Non-Profit



Kim Bowman, Executive Director

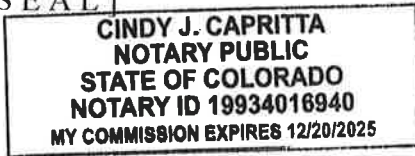
STATE OF Colorado )  
 ) ss  
COUNTY OF Pueblo )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of August, 2023, by Kim Bowman, Executive Director Posada, Inc..

Witness my hand and official seal.

My commission expires: 12/20/2025

[SEAL]



Cindy J. Capritta  
Notary Public

## **Exhibit A**

### **AREA TO BE ANNEXED**

A parcel of land located in the SE ¼ of the SW ¼ of Section 04, Township 21 South, Range 65 West of the 6th P.M. the County of Pueblo and State of Colorado, being more particularly described as follows:

Considering the centerline of Starling Drive in The Meadows, Filing No. 4, according to the recorded plat thereof as filed for record on January 14, 1980 at Reception No. 628024 in the Pueblo County records to bear S. 02°48'49" W., and all bearings contained herein being relative thereto. Both ends of said centerline are monumented with a lead and tack in a monument box.

Beginning at the Northeast corner of Lot 1, Block 18 of Regency Park, 10th Filing, according to the recorded plat thereof as filed for record on January 31, 1979 at Reception No. 597379 in the Pueblo County records; thence N. 00°54'08" E., a distance of 1,301.06 feet to a point on the southerly right-of-way line of Red Creek Springs Road as presently located; thence S. 89°05'52" E. along said southerly right-of-way line a distance of 255.71 feet to a point on the westerly line of Vinci Subdivision, a Special Area Plan according to the recorded plat thereof as filed for record on July 5, 2011 at Reception No. 1879494 in the Pueblo County records; thence S. 01°00'14" W. along said westerly line a distance of 289.88 feet to the Southwest corner of said Vinci Subdivision, a Special Area Plan; thence S. 89°01'48" E. along the southerly line of said Vinci Subdivision, a Special Area Plan a distance of 151.56 feet to the Southeast corner of said Vinci Subdivision, a Special Area Plan, said point also being on the westerly line of The Meadows, Filing No. 4 according to the recorded plat thereof as filed for record on January 14, 1980 at Reception No. 628024 and the westerly line of The Meadows, Filing No. 3 according to the recorded plat thereof as filed for record on January 31, 1979 at Reception No. 597382 both in the Pueblo County records; thence S. 02°48'49" W. along said westerly line a distance of 1,010.01 feet to the Southwest corner of said The Meadows, Filing No. 3, said point also being on the northerly line of the aforementioned Regency Park, 10th Filing; thence N. 89°20'09" W. along said northerly line a distance of 373.08 feet to the Point of Beginning.

Containing 10.74 acres, more or less.

### **PROPOSED NEW CITY LIMITS LINE:**

Beginning at the Northeast corner of Lot 1, Block 18 of Regency Park, 10th Filing, according to the recorded plat thereof as filed for record on January 31, 1979 at Reception No. 597379 in the Pueblo County records; thence N. 00°54'08" E., a distance of 1301.06 feet to a point on the southerly right-of-way line of Red Creek Springs Road as presently located, said point being the Point of Terminus.

### **CERTIFICATION OF PERIMETER:**

At least one-sixth of the boundary of the land described in the annexation above is now existing city limits line. The complete annexation is within 3 miles of present city limits.

## **EXHIBIT B**

(none)



## **EXHIBIT C**

### **SPECIAL IMPROVEMENTS AND DEDICATIONS**

#### **DORCY COMMUNITY HOUSING ANNEXATION (A-22-06) ANNEXATION AGREEMENT**

1. Off-Site Roadways

In compliance with the Pueblo Roadway Development Plan and the Pueblo Area Council of Governments Roadway Corridor Preservation Plan, the City of Pueblo will identify for the Petitioner the alignment of off-site freeways, arterials and collectors, which provide connectivity to the Property. Petitioner will cause all local roadways within the Property to connect with all adjoining local roadways. "Identify" does not mean or include surveying or engineering services.

2. Access to Property

The primary access to the Property is from Red Creek Springs Road, which is constructed as a Mixed-Use Collector. The alignments of the roadways shall comply with the General Provisions for Roadway Classification Design Standards (November 2004) and Policies and the City's Standard Construction and Standard Details (Revised: March 28, 2005) or as same may be hereafter amended and in accordance with construction plans, all which shall be approved by the Director of Public Works. If not previously done, the Petitioner, at its sole cost, shall dedicate or convey by general warranty deed the necessary right-of-way in an alignment that is acceptable to the Director of Public Works.

3. Kingsroyal Boulevard

The main thoroughfare through the Property will be Kingsroyal Boulevard, shown on Exhibit C-1, Kingsroyal Boulevard is identified as a mixed-use collector on the 2040 Long Range Transportation Plan (LRTP), Pueblo Area Council of Governments Map. Kingsroyal is a mixed-use collector extending from the southern property line to Red Creek Springs Road in an alignment

and design to be approved by the Director of Public Works at the time of Subdivision.

3. Secondary Access to the Property

The Petitioner, in accordance with the 2015 International Fire Code as amended and as enacted in City Ordinance 8900, shall provide secondary access to the Property. The alignment, design, construction, and installation of the secondary access shall be approved by the Director of Public Works.

Petitioner may be eligible for Cost Recovery from adjoining property owners for secondary access constructed outside the Property as provided in Section 12-4-12 of the Pueblo Municipal Code. City may refuse to approve any subsequent subdivision or issue building permits until such secondary access is provided.

4. Sanitary Sewer

Prior to, or at the time of subdivision, Petitioner is responsible for completing a flow analysis report for the proposed sanitary sewer system and City's existing sanitary sewer system. The flow analysis report shall identify the location(s) of the connection(s) for the proposed subdivision to the existing sanitary sewer system. Based upon the flow analysis of both the proposed and the City's existing sanitary sewer system; if any portion of City's existing sanitary sewer, that would carry wastewater flows from Property is at capacity, Petitioner shall construct and install, at Petitioner's sole expense, additional sewer lines, mains, pump stations, and/or upgrades to pump stations in order to provide sanitary sewer service to the Property. The size, location and capacity of such sewer lines, mains, and pump stations will be determined by the Director of Waste Water, based upon the Sanitary Sewer Design Criteria and Policies for the City of Pueblo published February 22, 2010 or as same may be hereafter amended. Such additional sewer lines, mains, pump stations shall be installed as part of the public improvements required for subdivisions within the Property as determined by the Director of Wastewater.

Depending upon the point of connection to the sanitary sewer system and additional capacity resulting from the construction of the sewer mains, the Petitioner may incur and have to pay and/or be eligible for Cost Recovery per Section 16-5-5 of the Pueblo Municipal Code for all or a portion of the cost of the sewer main extension or improvements to the existing sanitary sewer system. In order to be eligible for cost recovery, Petitioner must comply with and meet the requirements and conditions of said section 16-5-5.

If not already dedicated to the public or conveyed to the City, it will be the Petitioner's responsibility, at its sole cost, to acquire, dedicate and grant to the public sanitary sewer easements, in a widths and alignments according to the approved Sanitary Sewer Master Plan, and secure any permits that may be required by Pueblo County for the installation of the sanitary sewer lines outside of the city limits of Pueblo.

If the Petitioner, after good faith efforts, is not able to acquire from the intervening property owners the sanitary sewer easement in an alignment acceptable to the City, the City will, to the extent legally authorized, exercise its power of eminent domain to acquire the easement. Petitioner shall be responsible for all compensation for the land taken, damages, if any, to the remainder of the owner's property, and Condemnation Costs, including but not limited to reasonable appraisal, relocation assistance and costs, if any, expert witness, and attorneys' costs and fees. Petitioner shall within ten (10) days, after request by the City, deposit with the City an estimate of Condemnation Costs, as determined by the City Attorney, before the City will commence condemnation proceedings. Petitioner shall pay the balance of the Condemnation Costs within ten (10) days after request therefore.

Prior to condemnation, the City may attempt to acquire the property required for the easement and will not begin condemnation proceedings as long as the property owner is negotiating with the City. In addition to costs of acquiring the required property mentioned above,

the Petitioner is responsible for all costs incurred by the City from negotiations with the property owner(s).

5. Stormwater

All stormwater flows from subdivisions within the Property must be detained as determined by the Director of Stormwater. All stormwater releases shall meet NPDES stormwater quality requirements. The Petitioner shall acquire and dedicate at its sole expense all easements for such purposes. The Petitioner also shall construct and install at its sole expense a stormwater drainage system and detention facility in compliance with the City's Drainage Criteria Manual (April, 2023)) and the City's Standard Construction Specifications and Standard Details (April 11, 2022) or as same may be later amended and as shown on construction plans approved by the Director of Stormwater.

To the maximum extent practicable as determined by the Director of Stormwater, Petitioner must reduce the peak flows and run-off volumes from the Property through stormwater detention facilities to levels that existed before the Property was developed, or to levels that are capable of being handled by the downstream drainage facilities, whichever is less.

Prior to the approval of any subdivision of land within the Property, the subdivision drainage report and drainage facilities must be approved by the City's Director of Stormwater.

6. Fire Protection Water Supply

The Petitioner, in accordance with the 2015 International Fire Code, as amended and as enacted in City Ordinance 8900, shall provide an approved fire protection water supply capable of meeting the required flow for fire protection to the premises upon which facilities, buildings or portions of buildings are currently constructed, or hereafter constructed, moved into, or within the jurisdiction.

For existing facilities or buildings on the premises, a fire protection water supply shall be

provided within 180 days of annexation, consisting of reservoirs, pressure tanks, elevated tanks, water mains or other fixed systems capable of providing the required fire flow as approved by the City's Fire Chief. Fixed system water mains, including fire hydrants, that are public, private, or a combination of both, shall be required for facilities, buildings, or portion of buildings that may be constructed on the premises after annexation.

## EXHIBIT C-1

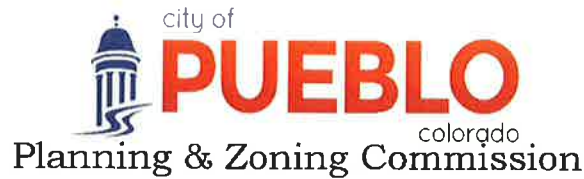




Mike Castellucci  
Chair

Patrick Avalos  
Vice Chair

Sarah Martinez  
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

### ***MINUTES OF REGULAR MEETING***

City of Pueblo, Colorado  
Wednesday, December 14, 2022 – 3:30 p.m.  
City Council Chambers, 1 City Hall Place

#### **Join Zoom Meeting online:**

<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNfZnpPWG1Ydz09>

#### **Join Zoom Meeting by phone:**

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

#### **Online and phone Meeting ID and Password:**

Meeting ID: 927 1786 7722

Passcode: 195462

Each case that follows proceeded in a uniform process as directed by Chair Castellucci. Beginning with a staff report presented by the planner assigned, then questions, if any, from the Board to staff members. Next, the applicant is sworn in by Commission Attorney, Daniel Kogovsek, then the applicant states his or her name and address. The Commission questions the applicant and confirms understanding of staff report and conditions for approval. Applicant may add further information, followed by questions, if any, from the Commission. Then the Commission asks if anyone present in the audience wishes to testify in support of the application, followed by those who wish to testify in opposition. All individuals testifying in support or opposition are sworn in by Commission Attorney, Kogovsek. Then the Commission closes the public hearing. Finally, the Commission may motion to recommend approval or denial of the application to City Council.

### **MEETING CALLED TO ORDER**

The meeting was called to order at 3:46 p.m. with Commissioner Castellucci presiding.

**Commissioners Present:** Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, and Lisa Bailey.

**Commissioners Absent:** Alexandra Aznar, Sarah Martinez, and Christopher Pasternak.

**Staff Members Present:** Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner, Cindy Capritta, Land Use Technician.



**APPROVAL OF THE AGENDA:** Bailey moved to approve the November 09, 2022, agenda Commission Public Hearing. Motion was seconded by Spinuzzi. Motion passed 4-0, (Aznar, Martinez, and Pasternak absent).

## **PUBLIC MEETINGS AND ACTION**

### **1. MP-23-01 Three Mile Annexation Plan**

**Discussion:** Staff recommends the Planning and Zoning Commission make the necessary findings of fact to forward a recommendation to City Council that the City of Pueblo Three-Mile Annexation Plan be **APPROVED**. Staff report by Beritt Odom, Principal Planner.

**Commission Action:** Bailey moved to recommended that the Three Mile Annexation Plan be sent to City Council for approval, seconded by Spinuzzi.

**Motion Passed:** 4 – 0, (Aznar, Martinez, and Pasternak absent).

**2. A-22-06 Dorcy Community Housing:** Annexation of 10.74 acres located south of Red Creek Springs Rd., north of Regency Park, 10<sup>th</sup> Filing Subdivision, and west of the Meadows, Filing 4 Subdivision.

**Discussion:** Avalos moved to amend the agenda, to take action on A-22-06 following agenda item Z-22-15, Dorcy Community Housing, because the two items are related.

**Commission Action:** Avalos moved to amend the agenda to move item A-22-06 following agenda item Z-22-15. Seconded by Bailey.

**Motion Passed:** 4 – 0, (Aznar, Martinez, and Pasternak absent).

## **REGULAR AGENDA:**

### **Public Hearing:**

- Applicants: Mike Cuppy, Northstar Engineering and Kim Bowman, Posada, were sworn in and requested that the Public Hearings for the Dorcy Community Housing Annexation and the Rezone be continued to the January 11, 2023, meeting to allow for all the Board Members to be in attendance.

**3. Z-22-15 Rezone:** Dorcy Community Housing, parcel 1504300019, approximately 10.74 acres generally located south of Red Creek Springs Road and north of the Kingsroyal Blvd. terminus. Rezone from Pueblo County A-4 to City R-5. Staff report by Beritt Odom, Principal Planner.

### **Public Hearing:**

- Applicants: Mike Cuppy, Northstar Engineering and Kim Bowman, Posada, were sworn in and requested that the Public Hearings for the Dorcy Community Housing Annexation

and the Rezone be continued to the January 11, 2023, meeting to allow for all the Board Members to be in attendance.

- Board Members along with Attorney Dan Kogovsek agreed to hear testimony from both **Supporting** and **Opposing** sides on item **Z-22-15** with the condition that if the testimony was heard today, the testifying citizens would be prohibited from testifying again for the January 11, 2023, hearing.
- Beritt Odom, Principal Planner, entered Exhibit A, written support for the rezoning request, and Exhibit B, written opposition of the rezoning request into the record and presented both sets of documents to the Planning Commission.
- Sworn in by Attorney Dan Kogovsek, the following citizens testified in **Support of item Z-22-15**:

**Daniel Cordova, Alexis Ellis, Laytona Yargrough, Carla Barela, Katie Schilling, and Zolanye McCulley-Bachicha.**

- Sworn in by Attorney Dan Kogovsek, the following citizens testified in opposition of item **Z-22-15**:

**Greg Harms, Susan Whittemore, Joel Baca, Gene Rizzi, Alicia Jimenez, and Nick Gemma.**

**Commission Action:** Avalos moved to continue agenda item A-22-06 and the public hearing and action on agenda item Z-22-15 to the January 11, 2023, Planning and Zoning Commission meeting. Seconded by Bailey.

**Motion Passed:** 4 – 0, (Aznar, Martinez, and Pasternak absent).

**4. V-22-07 Vacation:** Vacation of drainage, public access, sidewalk, utility easements and. Sumo Court, Lots 1-12, Block 2, Pinion Ridge Commercial Center Subdivision Filing No.1. Located at the northeast corner of Elizabeth Street and Drew Dix Parkway. Staff report by Wade Broadhead Senior Planner

**Public Hearing:** Applicant, Emily Bennett, was sworn in by City Attorney Kogovsek and testified in support of the application.

**Commission Action:** Bailey moved to approve the vacation with staff conditions. Second by Spinuzzi.

**Motion Passed:** 4 – 0, (Aznar, Martinez, and Pasternak absent).

**5. S-22-08 Subdivision:** Steel City Industrial Park Subdivision, a Special Area Plan, subdivision of 14.68 acres into five industrial lots and parcels for utilities and ingress/egress. Generally located east of Interstate 25 and north of W. Pueblo Blvd. A full legal description is on file at the office of Planning and Community Development. Staff report by Beritt Odom, Principal Planner.

**Public Hearing:** Applicant, Rick Magness, was sworn in by City Attorney Kogovsek and testified in support of the application.

- Mike Cuppy, NorthStar Engineering and Surveying, was still under oath and testified in support of the application.

**Commission Action:** Bailey moved to approve the subdivision with staff conditions. Second by Avalos.

**Motion Passed:** 4 – 0, (Aznar, Martinez, and Pasternak absent).

**6. SAP-22-02 Special Area Plan:** Steel City Industrial Park Subdivision, a Special Area Plan, to allow unique development of the 14.68 acres, generally located east of Interstate 25 and north of W. Pueblo Blvd. A full legal description is on file at the office of Planning and Community Development. Staff report by Beritt Odom, Principal Planner

**Public Hearing:** Applicant, Rick Magness, testified in support of the application.

**Commission Action:** Bailey moved to approve the subdivision with staff conditions. Second by Avalos.

**Motion Passed:** 4 – 0, (Aznar, Martinez, and Pasternak absent).

**Approval of Minutes:** November 9, 2022

Bailey moved to approve the minutes. Second by Spinuzzi.

**Motion passed:** 4 – 0, (Aznar, Martinez, and Pasternak absent).

**Old/New Business:** None

There being no further business the Regular Meeting was adjourned at 6:15 p.m.

Respectfully submitted,

Attest:



Mike Castellucci  
Chairperson



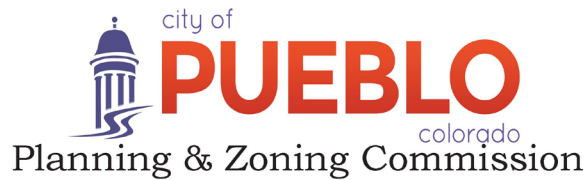
Scott Hobson  
Executive Secretary

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, 211 East D Street, Pueblo, CO.

Mike Castellucci  
Chair

Patrick Avalos  
Vice Chair

Sarah Martinez  
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

## A-22-06

TO: City of Pueblo, Planning and Zoning Commission

FROM: Beritt Odom, Principal Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: December 14, 2022

SUBJECT: Dorcy Community Housing Annexation

APPLICANT: Jay Fisher, NorthStar Engineering and Surveying, Inc.  
Michael Cuppy, NorthStar Engineering and Surveying, Inc.

PROPERTY OWNER: Posada, Inc.

LOCATION: 10.74 acres generally located south of Red Creek Springs Rd., north of Regency Park, 10<sup>th</sup> Filing Subdivision, and west of The Meadows, Filing 4 Subdivision

EXISTING ZONE: A-4 Zone District (Pueblo County)

CONCURRENT REQUEST(S): Z-22-15, Rezone from Pueblo County A-4, to City R-5.

### **REQUEST:**

Posada, Inc., is requesting to annex approximately 10.74-acres into the City to facilitate the construction of multi-family and single-family residential development.

### **ANALYSIS:**

The proposed Dorcy Community Housing Annexation conforms with the applicable Colorado Revised Statutes and Pueblo Municipal Codes. The one-sixth boundary contiguity is satisfied with the northern, eastern, and southern portions of the annexation area being contiguous with the existing city limits and the annexation area is located within the 2022 three-mile annexation boundary. Finally, the petition for annexation is signed by 100-percent of the landowners, meeting all state and city requirements for annexation. A Resolution Preliminarily Determining that the Petition for the Dorcy Annexation was approved by City Council on September 12, 2022.

### **BACKGROUND:**

An annexation petition was filed by Posada, Inc. to annex 10.74 acres south of Red Creek Springs Rd., north of Regency Park, 10<sup>th</sup> Filing, and west of The Meadows, Filing 4. The purpose of the annexation is to provide permanent, affordable, housing to serve low-income individuals and families with children. Funding sources for the development include low-income housing tax credits, private activity bonds, City and State grants.

The preliminary site plan indicates eight, three story, apartment buildings will be constructed adjacent to the northern continuation of Kings Royal Blvd. The southern portion of the annexation

area will include either four single-family residential lots or townhome lots to provide a transition from the existing single-family housing to the proposed multifamily development. The applicant is proposing to zone the property R-5, Mixed Residential and Office District, which will allow the proposed multifamily and single-family development.

## **ZONING, LAND USE, AND NEIGHBORHOOD COMPATIBILITY**

### **Existing Zoning and Land Use:**

|                   |                    |
|-------------------|--------------------|
| Zone District     | R-7, Pueblo County |
| Existing Land Use | Vacant/Undeveloped |

### **Surrounding Land Uses & Zoning**

|       |                                                                                                                                                             |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| North | <ul style="list-style-type: none"> <li>R2-U, Single-Family Residential District, single family homes in Regency Crest, Subdivision, Filing No. 7</li> </ul> |
| East  | <ul style="list-style-type: none"> <li>R-2, Single-Family Residential District, single family homes, The Meadows Subdivision.</li> </ul>                    |
| South | <ul style="list-style-type: none"> <li>R-2, Single-Family Residential District, single family homes, Regency Park 10th.</li> </ul>                          |
| West  | <ul style="list-style-type: none"> <li>Pueblo County R-7, Sunset Country Mobile Home Park</li> </ul>                                                        |

### **Current Land Use According to Comprehensive Plan:**

The “**Pueblo Regional Comprehensive Plan, 2022**” designates the proposed annexation property as Suburban Residential.

According to the Comprehensive Plan, Suburban Neighborhoods are predominantly single-family detached and attached homes on similarly sized lots and future development accommodates a similar mix of lot sizes and housing types. New neighborhoods should be designed with a mix of housing types and pedestrian and bicycle connectivity should be provided within and between neighborhoods. The recommended density for Suburban Neighborhoods is two to five units per acre.

The proposed multifamily development with four single-family lots or eight townhome lots provides a mixture of housing types as promoted by the Comprehensive Plan; however, the proposed density is approximately 18 units per acre, which exceeds the maximum recommended density. The proposed high-density multifamily land use is consistent with the high-density mobile home park, which is adjacent to the western property line of the Dorcy Annexation.

### **Pueblo Regional Comprehensive Plan Annexation Criteria:**

1. Should be consistent and promote the development goals provided in the Regional Comprehensive Plan.

- Diverse Lifestyles, Attainable Housing Options: According to the Comprehensive Plan, rising housing costs and a constrained housing supply have made it increasingly difficult for many people to find housing that meets their needs at a price they can afford. The Comprehensive Plan promotes a mixture of housing types and encourages high density housing along major corridors. The proposed Dorcy multifamily development will

provide a mixture of housing options in the southwestern portion of the city and provide much needed housing for vulnerable populations. Additionally, the proposed development is located adjacent to Red Creek Springs Road, which is classified as a Principal Arterial roadway.

2. Must provide and/or fund all needed extension and expansion of water and sewer mains needed to serve the project.

- Water and Sewer mains are located in Red Creek Springs Road and extend west beyond the proposed annexation site. Additionally, the Dorcy Annexation Agreement, stipulates that all water and sewer mains must be extended by the developer to service the project. Kim Bowman, Executive Director of POSADA, does not object to the requirement to extend water and sewer service into the annexation site.

3. The dedication of land and/or construction of facilities needed to expand fire and police services to the development that meet level of service standards for the rest of the city.

- The Fire and Police Departments have reviewed the proposed annexation and have determined that additional facilities nor land are needed to service the proposed annexation.
- Dorcy Annexation is in School District 60, the rezoning application was referred to District 60 and they did not provide any conditions or comments. The Annexation Impact Report will be sent to School Districts 60 and 70, for review 30 days prior to the City Council Public Hearing date for the annexation.

#### **Field Observations of Site:**

- The area proposed to be annexed is vacant undeveloped land consisting of native prairie grasses, located south of Red Creek Springs Road and north of the Kingsroyal Blvd. terminus.

#### **Neighborhood Compatibility**

- The proposed annexation site is located east of the Sunset Country Mobile Home Park, north, west, and south of single-family homes. The proposed development includes eight, three-story multifamily structures within the central and northern portion of the annexation site. The southern portion of the site will be developed with four single-family residences on individual lots or eight townhomes on individual lots. The single-family housing along the southern border of the annexation will provide a transition from the Regency Park single-family homes into the multifamily development. The proposed high-density multifamily use is consistent with the high-density mobile home use to the west and provides a transition between the single-family homes and the mobile home park.

The proposed multifamily development does contrast with the surrounding suburban single-family residential development that is located south, west, and north of the project site. Additionally, the annexation site is located on the western periphery of the City and is not in close proximity to public services, which are primarily located downtown,

or in the Park West Development several miles north of the site. The nearest public transportation stop is approximately a half mile from the annexation site.

### **REFERRAL AGENCIES AND COMMENTS:**

- City Public Works: No comment
- City Transportation: No comment
- City Law Department: No comment
- Pueblo Regional Building Department: No comment
- City Fire Department: No comment
- Pueblo Board of Water Works: No comment
- City Wastewater: No comment
- City Stormwater: No comment
- City Parks and Recreation Department: No comment
- City GIS: No comment
- Xcel Energy: No comment
- Black Hills Energy: No Comment
- CDOT: No Comment

### **SPECIAL INFORMATION**

STATUTORY REQUIREMENTS WHICH EXIST FOR ANNEXING PURPOSES (Colorado Revised Statutes)

1. **Section 31-12-104** –That not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous to the existing City limits (contiguity may be established by the annexation of one or more parcels in a series, which may be completed simultaneously and considered together for the purposes of the public hearing). The municipality boundaries shall not be extended more than three miles in any direction from any point of such municipal boundary in any one year.
  - The proposed annexation totals 10.74 acres. The required one-sixth (1/6) contiguity of the area proposed to be annexed is established on the Annexation Plat and meets the requirement for annexation. All of the property is within three miles of the existing city limits.
2. **Section 31-12-105[1]-[e]** – The municipality shall have a three-mile annexation plan which is updated on an annual basis. The proposed development should be compatible with this plan.
  - The City of Pueblo adopted the updated “City of Pueblo 3-Mile Annexation Master Plan for the Year 2022” on July 13, 2022.
3. **Section 31-12-108.5-** An Annexation Impact Report is required for all annexations over ten acres.
  - A report was submitted to the Planning and Community Development Department. The content of the report fulfills the statutory requirements.

### **CITY OF PUEBLO ANNEXATION REQUIREMENTS:**

- a) The proposed annexation must be a logical extension of the City's boundary and municipal services.

The proposed annexation requires the extension of the City wastewater system, Board of Water Works domestic water, and the provision of police and fire services. Based on the comments received from City staff, the proposed annexation appears to be a logical extension of the City's boundary and municipal services.

- b) The property shall be zoned and subdivided in conformity with the Code of Ordinances for the City of Pueblo.

The applicant has applied to zone the property as R-5. Prior to development, the applicant will rezone the development area to R-5 and subdivide accordingly.

- c) The petitioner shall dedicate land and rights of way for public uses and facilities required by the City.

The dedication of land and rights of way for roads and utility lines will be completed at the time of subdivision.

- d) The petitioner shall comply with all applicable requirements of the City of Pueblo's Public Works Department and other City utility companies for the installation of mains, lines, stations, or other utility facilities.

The petitioner will be required to comply with the City's Code of Ordinances for any subdivision of the property.

**RECOMMENDED MOTION:** Staff recommends Planning and Zoning Commission recommend approval of the annexation to City Council.

## **CONCLUSION**

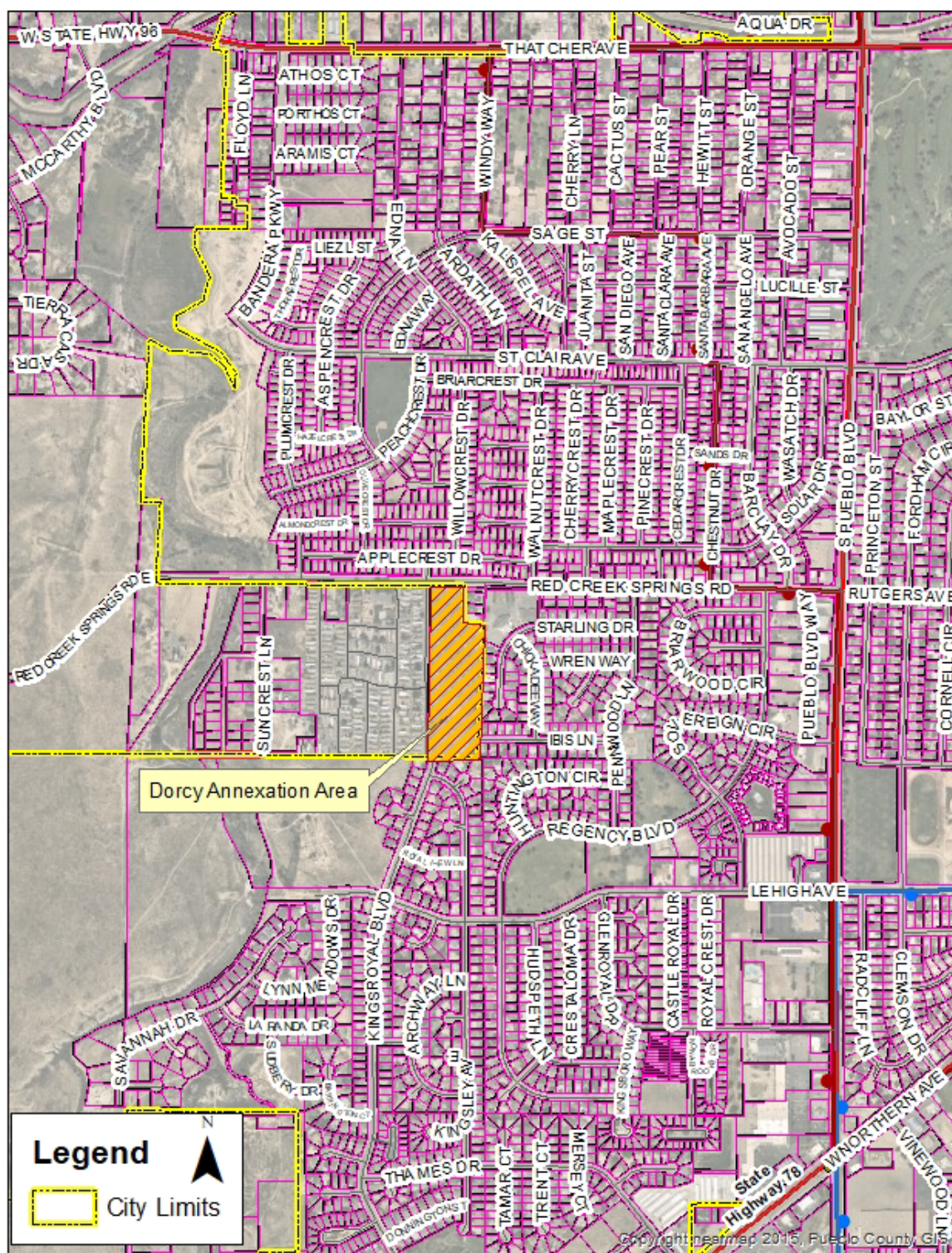
The City staff has reviewed the annexation request and recommends approval of the annexation with the condition that the applicant signs an Annexation Agreement, which includes the provisions of Exhibit C of the Annexation Agreement.

## **ATTACHMENTS**

- A. Aerial Photograph
- B. Zoning Map
- D. Comprehensive Future Land Use Map
- E. Site Photographs
- F. Annexation Plat
- G. Impact Report
- H. Annexation Agreement



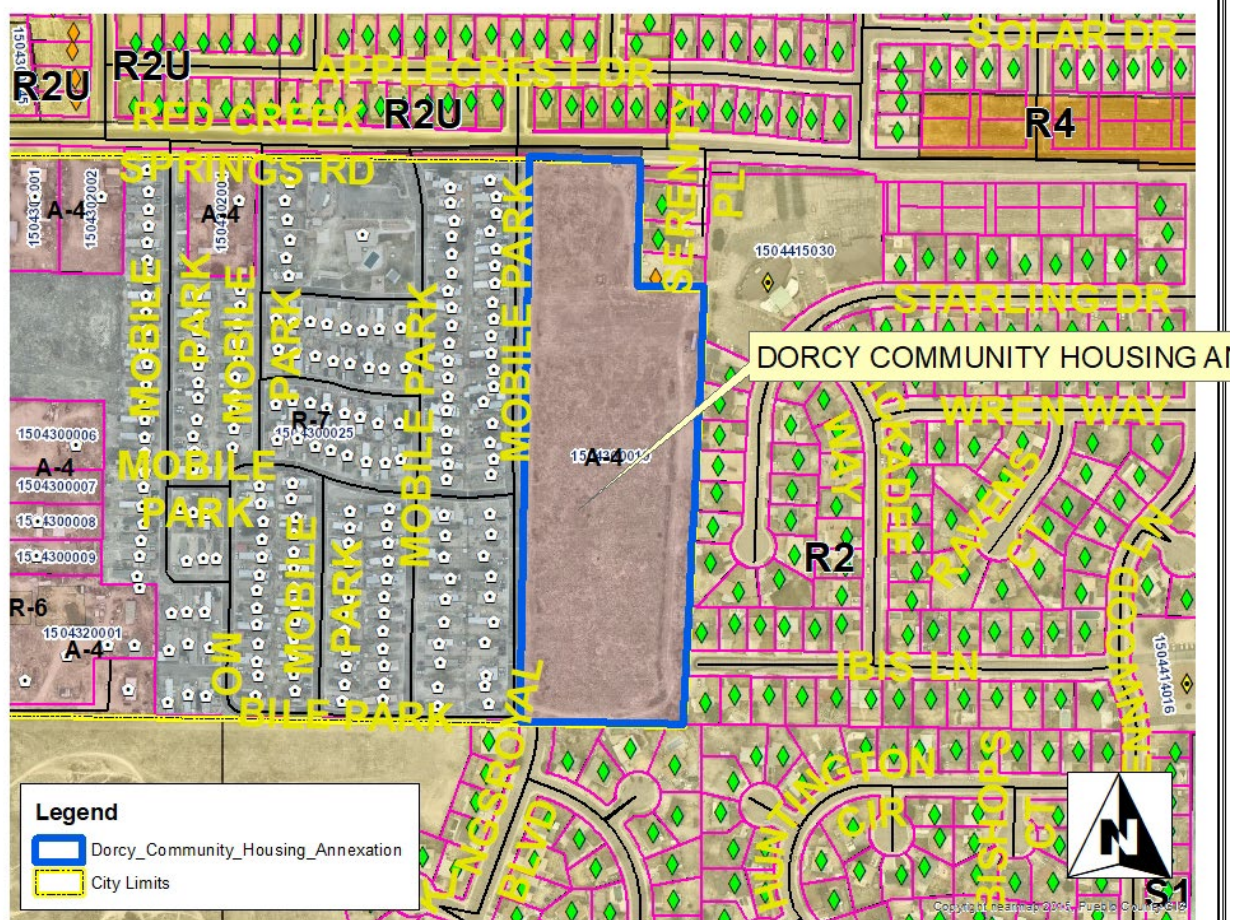
## CITY OF PUEBLO PLANNING AND COMMUNITY DEVELOPMENT



Aerial Photograph of Annexation Site



## PLANNING AND COMMUNITY DEVELOPMENT



## Zoning Map Pueblo Springs Apartments Annexation







**LOCATION:**

**Dorcy annexation site looking south from Red Creek Springs Road.**



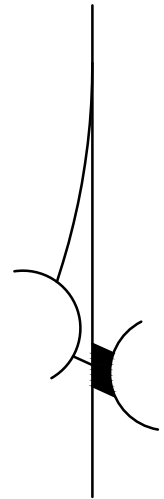


**LOCATION:**

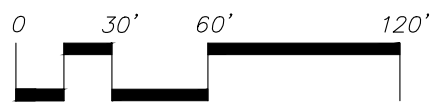
**Dorcy annexation site looking southwest from Red Creek Springs Rd.**

# DORCY COMMUNITY HOUSING ANNEXATION

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4,  
TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M.  
COUNTY OF PUEBLO, STATE OF COLORADO



SCALE: 1" = 60'



## BASIS OF BEARINGS:

A PORTION OF THE CENTERLINE OF STARLING DRIVE MONUMENTED ON BOTH ENDS  
WITH FOUND MONUMENT BOXES WITH LEAD AND TACK.  
BEARS S. 02°48'49" W.

## LEGEND



EXISTING CITY LIMITS LINE



PROPOSED CITY LIMITS LINE

### 1. AREA TO BE ANNEXED:

Beginning at the Northeast corner of Lot 1, Block 18 of Regency Park, 10th Filing, according to the recorded plat thereof as filed for record on January 31, 1979 at Reception No. 597379 in the Pueblo County records; thence N. 00°54'08" E., a distance of 1,301.06 feet to a point on the southerly right-of-way line of Red Creek Springs Road as presently located; thence S. 89°05'52" E. along said southerly right-of-way line a distance of 255.71 feet to a point on the westerly line of Vincel Subdivision, a Special Area Plan according to the recorded plat thereof as filed for record on July 5, 2011 at Reception No. 1879494 in the Pueblo County records; thence S. 01°00'14" W. along said westerly line a distance of 289.88 feet to the Southwest corner of said Vincel Subdivision, a Special Area Plan; thence S. 89°01'48" E. along the southerly line of said Vincel Subdivision, a Special Area Plan a distance of 151.56 feet to the Southeast corner of said Vincel Subdivision, a Special Area Plan, said point also being on the westerly line of The Meadows, Filing No. 4 according to the recorded plat thereof as filed for record on January 14, 1980 at Reception No. 628024 and the westerly line of The Meadows, Filing No. 3 according to the recorded plat thereof as filed for record on January 31, 1979 at Reception No. 597382 both in the Pueblo County records; thence S. 02°48'49" W. along said westerly line a distance of 1,010.01 feet to the Southwest corner of said The Meadows, Filing No. 3, said point also being on the northerly line of the aforementioned Regency Park, 10th Filing; thence N. 89°20'09" W. along said northerly line a distance of 373.08 feet to the Point of Beginning.

Containing 10.74 acres, more or less.

### 2. PROPOSED NEW CITY LIMITS LINE:

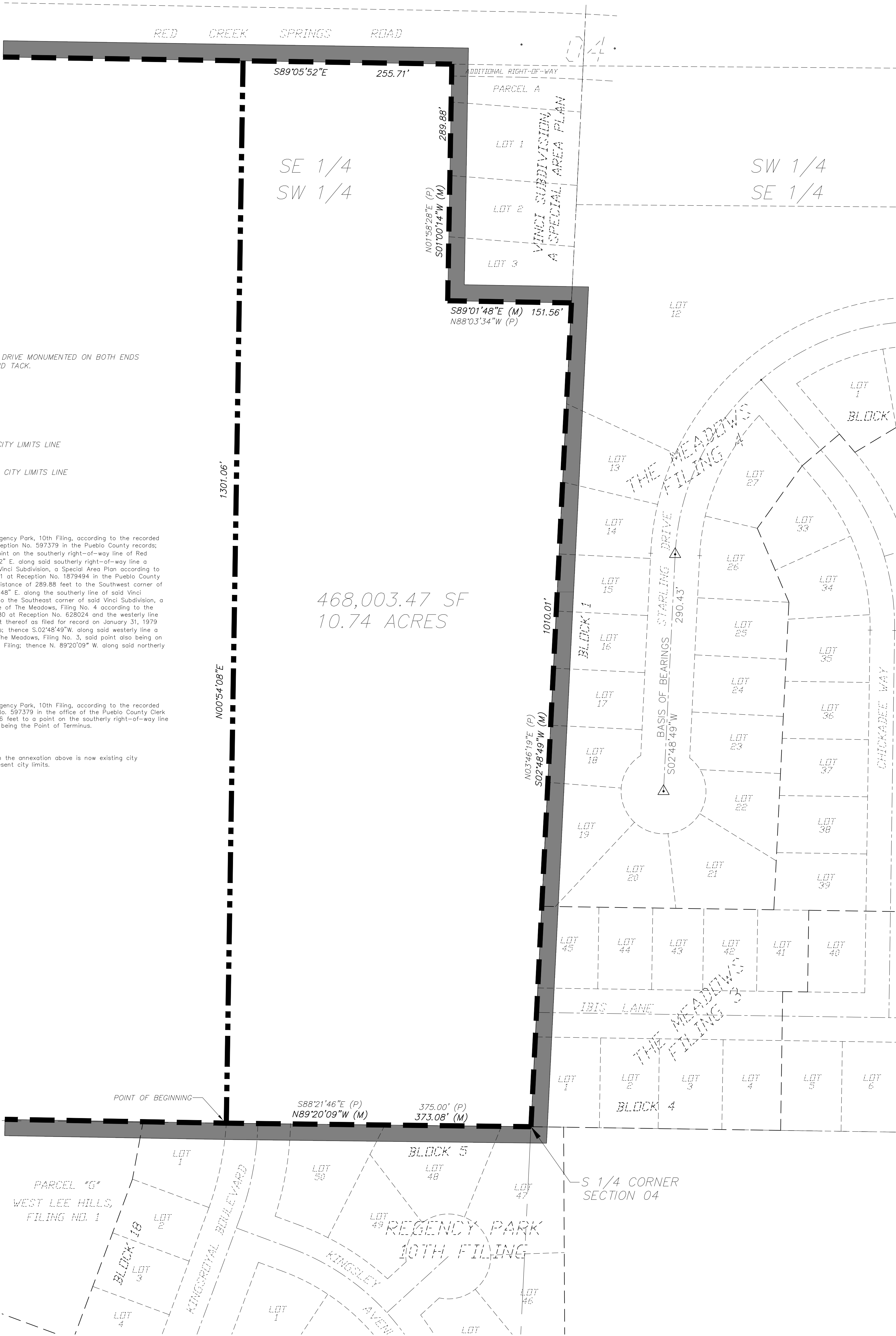
Beginning at the Northeast corner of Lot 1, Block 18 of Regency Park, 10th Filing, according to the recorded plat as filed for record on January 31, 1979 at Reception No. 597379 in the office of the Pueblo County Clerk and Recorder; thence N. 00°54'08" E., a distance of 1,301.06 feet to a point on the southerly right-of-way line of Red Creek Springs Road as presently located, said point being the Point of Terminus.

### 3. CERTIFICATION OF PERIMETER:

At least one-sixth of the boundary of the land described in the annexation above is now existing city limits line. The complete annexation is within 3 miles of present city limits.

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

By:  
Michael Leland Cuppy  
Colorado Registered Professional  
Land Surveyor No. 38485



|                                                                                                                                                                                                                                                                                                                                                                                             |                 |                         |  |                                    |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------------------------|--|------------------------------------|--|
| <div><div><div><div><div></div><div></div></div><div><div></div><div></div></div></div><div><div></div><div></div></div><div><div></div><div></div></div></div><div><b>NORTHSTAR</b><br/>ENGINEERING AND SURVEYING</div><div><div></div><div></div></div><div><div></div><div></div></div></div> <div><div></div><div></div></div> <div><div></div><div></div></div> <div><b>INC.</b></div> |                 |                         |  | (719)544-6823<br>(719)544-6825 FAX |  |
| 111 E. 5TH ST.<br>PUEBLO, CO 81003                                                                                                                                                                                                                                                                                                                                                          |                 |                         |  |                                    |  |
| ANNEXATION PLAT                                                                                                                                                                                                                                                                                                                                                                             |                 |                         |  |                                    |  |
| TITLE:                                                                                                                                                                                                                                                                                                                                                                                      |                 | FILE: 2102201-ANNEX.DWG |  |                                    |  |
| SCALE: 1" = 60'                                                                                                                                                                                                                                                                                                                                                                             | DRAWN BY: DJA   | JOB NO. 2102201         |  |                                    |  |
| DATE: 10-06-2022                                                                                                                                                                                                                                                                                                                                                                            | CHECKED BY: MLC | SHEET 1 OF 1            |  |                                    |  |



PROJECT INFORMATION:

SCHEME C  
8 BUILDINGS, 3 STORY APARTMENT BUILDINGS  
TOTAL UNITS-192 ( 96 UNITS IN EACH PHASE)

- 96 -1 BEDROOM APTS. ( 563 NET SQ. FT.)
- 78- 2 BEDROOM APTS. ( 780 NET SQ. FT.)
- 18 -3 BEDROOM APTS. ( 989 NET SQ. FT.)

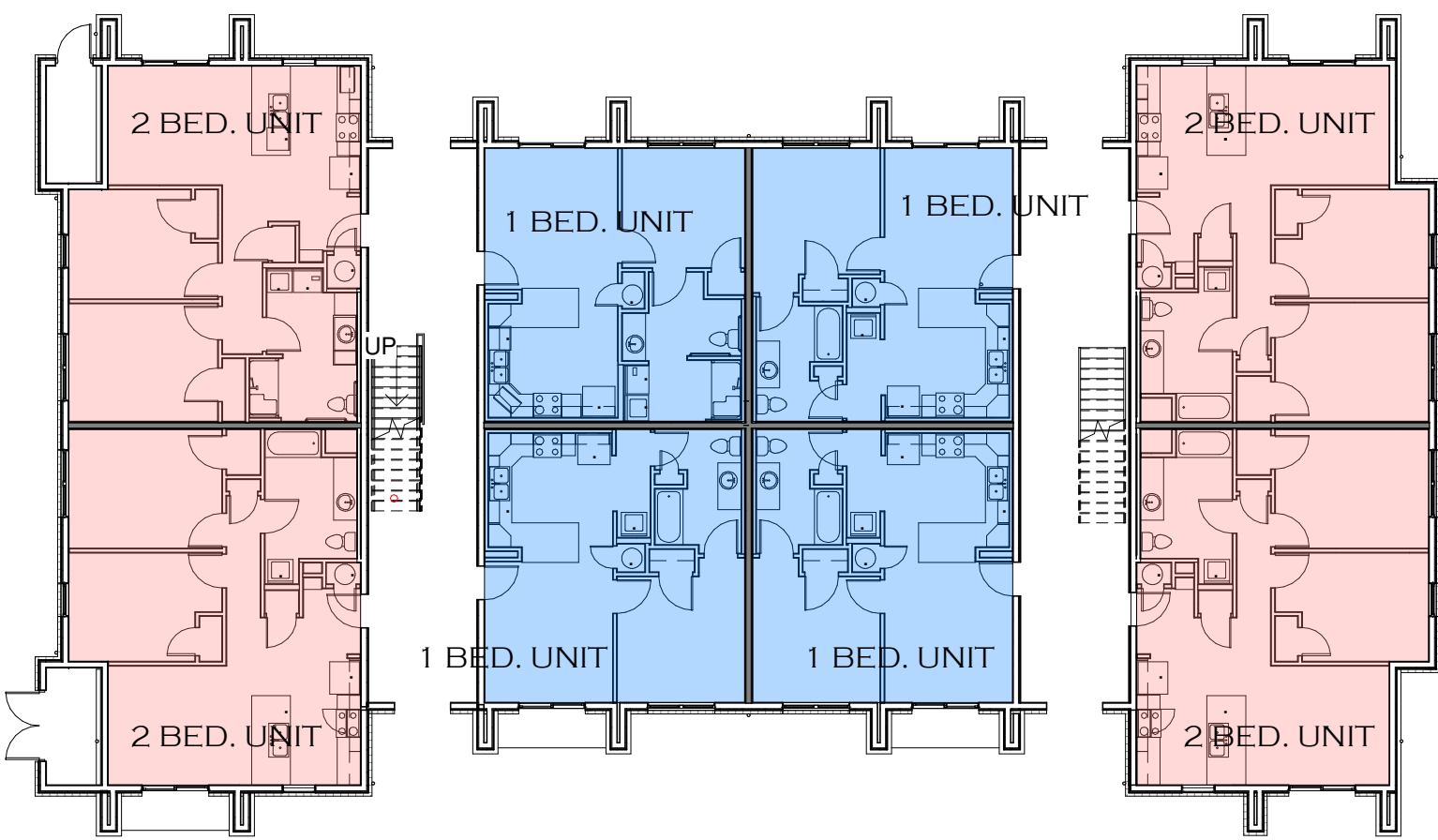
(5) TYPE A BUILDING (APARTMENTS)  
20, 910 GROSS SQ. FT.

12-1 BEDROOMS  
12-2 BEDROOMS

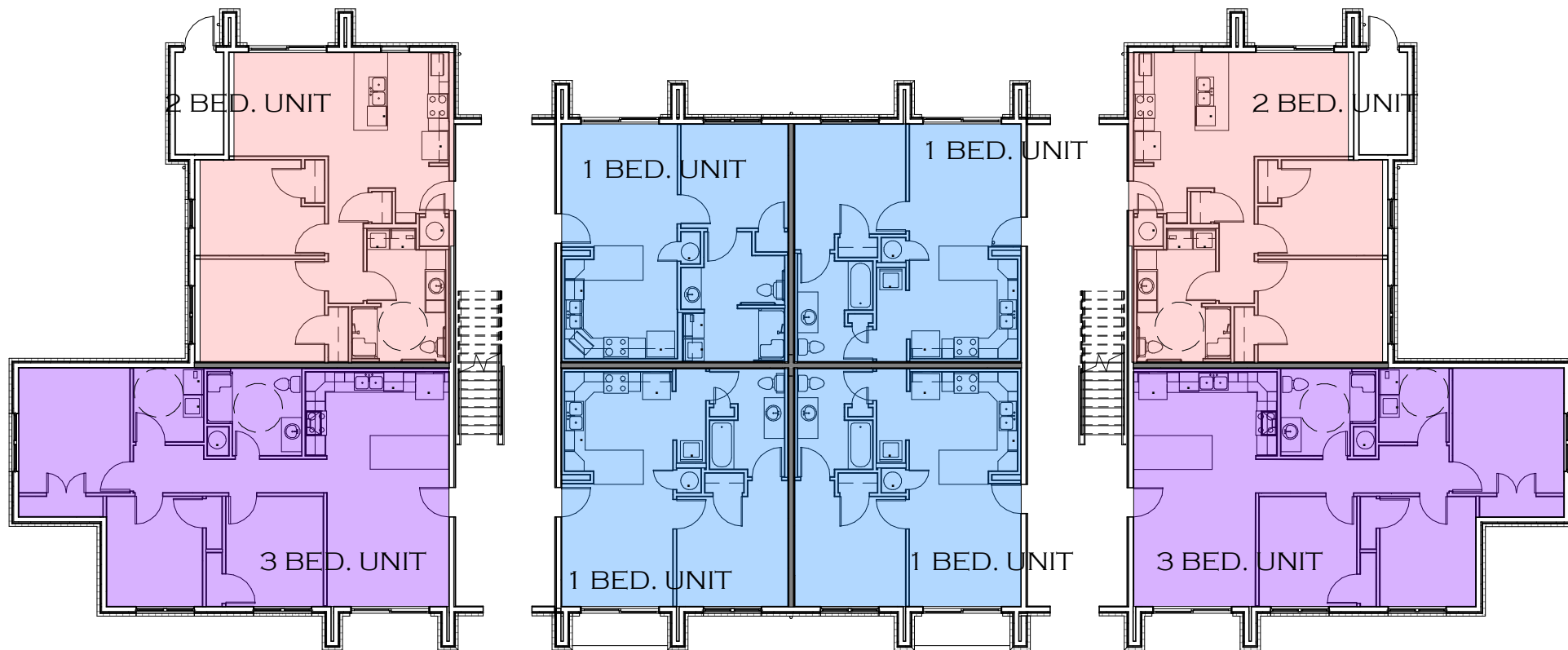
(3) TYPE B BUILDING (APARTMENTS)  
21,708 GROSS SQ. FT.  
12-1 BEDROOM  
6-2 BEDROOMS  
6-3 BEDROOMS

CLUBHOUSE-3,200 GROSS SQ. FT.

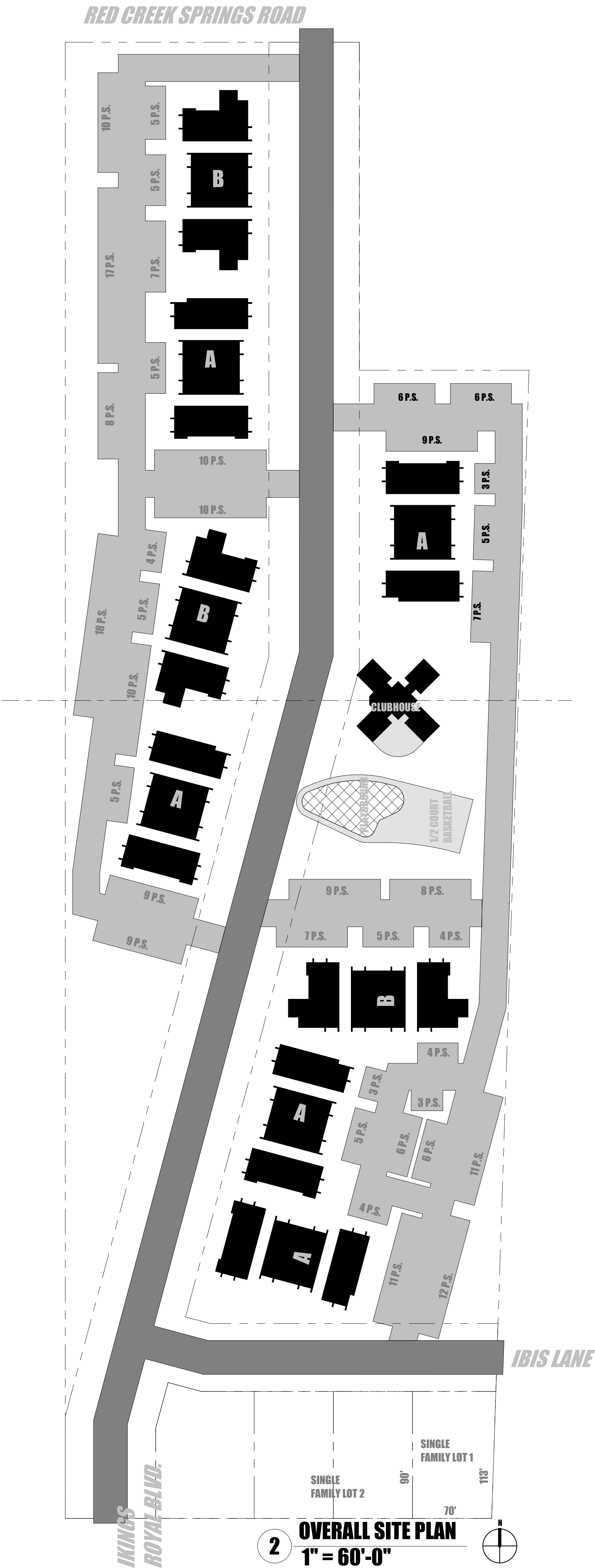
PARKING 1.5 SPACES PER UNIT REQ'D. (222)



1 TYPE A BUILDING FLOOR PLAN  
1/16" = 1'-0"



3 TYPE B BUILDING FLOOR PLAN  
1/16" = 1'-0"



2 OVERALL SITE PLAN  
1" = 60'-0"

HGF  
ARCHITECTS INC.  
2602 N. Elizabeth St.  
Pueblo, CO 81003  
719-543-7600  
hgfarh.com  
Lazarus  
Designs  
719.360.3164  
ron@lazarusdesignsllc.com

DORCY HOUSING VILLAGE  
PUEBLO, COLORADO

PROJECT NUMBER: PRELIMINARY CONCEPT  
PHASE: NOT FOR CONST.  
PHASE ISSUE DATE: AHS/ RP  
DESIGNED BY: As indicated  
SCALE: SITE PLAN  
SHEET ISSUE DATE: 10/22/22  
PL1.1

**ANNEXATION TO THE CITY OF PUEBLO**  
**\*\*\***  
**IMPACT REPORT**  
**FOR**  
**DORCY COMMUNITY HOUSING ANNEXATION**

The following items are the requirements as set forth for an Annexation Impact Report pursuant to the Colorado Revised Statutes Section 31-12-108.5:

- (a) A map or maps of the municipality and adjacent territory to show the following information:
- (I) The present and proposed boundaries of the municipality in the vicinity of the proposed annexation;  
  
***Refer to the attached Annexation Plat.***
  - (II) The present streets, major trunk water mains, sewer interceptors and outfalls, other utility lines and ditches, and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation;  
  
***Refer to the attached ALTA/NSPS Land Title Survey for approximate utility locations. There are existing Water Mains in Red Creek Springs Road, Ibis Lane (Formerly Goldfinch Lane), and Kingsroyal Boulevard. Sanitary Sewer mains are presently located in Red Creek Springs Road and Ibis Lane.***
  - (III) The existing and proposed land use pattern in the areas to be annexed;  
  
***Existing land to the North, East, and South is City of Pueblo - Single Family Residential subdivisions. Land to the West is Pueblo County – Mobile Home Community. The proposed land use for the annexed area will be multi-family residential.***
- (b) A copy of any draft or final pre-annexation agreement, if available;  
  
***Not applicable.***



## ANNEXATION AGREEMENT

### CASE NO. A-22-06 DORCY COMMUNITY HOUSING ANNEXATION

This Annexation Agreement is made effective as of \_\_\_\_\_ 2022, by and between the City of Pueblo, a Colorado Municipal Corporation, (the “City”), for the use and benefit of, Posada, Inc., a Colorado Non-Profit Corporation. (the “Petitioner”), WITNESSETH

WHEREAS, the Petitioner is the owner of the real property located in Pueblo County, Colorado, and described in Exhibit “A” attached hereto and incorporated herein (the “Property”);

WHEREAS, the Petitioner has submitted a petition for the annexation of the Property to the City; and

WHEREAS, as a condition precedent to the annexation of the Property, Petitioner has agreed to enter into an annexation agreement with the City setting forth certain terms and conditions with respect to such annexation.

NOW THEREFORE, in consideration of the above, and the following covenants and conditions; the City and Petitioner agree as follows:

#### I. REPRESENTATION AND WARRANTIES OF PETITIONER

Petitioner represents and warrants to, and covenants with, the City as follows:

- (1) Petitioner has good and marketable fee simple title to the Property subject only to Permitted Encumbrances attached hereto as Exhibit “B.”
- (2) Petitioner is authorized to and has taken all action required by it (a) to annex the Property to the City and (b) to execute, deliver and perform its obligations under this Annexation Agreement, and (c) to carry out and consummate all of its transactions contemplated by this Annexation Agreement.
- (3) This Annexation Agreement when executed and delivered, constitutes a valid and legally binding obligation of the Petitioner enforceable against Petitioner according to its terms. The document entitled “Special Improvements and Dedications” marked and attached as Exhibit “C” is incorporated herein by reference. In the event of a conflict between the terms and conditions of Exhibit C and this Agreement, the terms and conditions contained in Exhibit “C” shall control.
- (4) Neither the execution and delivery of this Annexation Agreement nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions or any restriction or any agreement or instrument to which the Petitioner is bound, or constitutes a default under any of the foregoing.
- (5) There is no litigation pending, or to the knowledge of Petitioner threatened, against the Petitioner or any person affecting the right of the Petitioner to execute and comply with this Annexation Agreement.

(6) The representations and warranties of Petitioner contained herein will be true and correct in all material respects as of the date of recording the annexation plat and Ordinance of the City Council approving the annexation of the Property.

## II. ZONING AND SUBDIVISION

(1) A zoning map amendment application may be filed any time after the petition for annexation has been found to be valid in accordance with the provisions of Section 31-12-107, C.R.S. The Planning and Zoning Commission may hear the application for zoning and make its recommendations thereon prior to annexing the Property, but the proposed zoning ordinance shall not be passed on final presentation prior to the date the ordinance annexing the Property is approved on final presentation.

(2) No rights shall exist in Petitioner nor with respect to the Property arising from its preexisting subdivision or use at the time of annexation. No subdivision of the Property shall be approved prior to the time the ordinance annexing and zoning the Property is approved on final presentation.

(2) The property may be classified as an Agriculture One (A-1) zone district for no more than ten (10) years. No building permit shall be issued for any part of the land classified as an A-1 zone district until after such land is zoned according to the land use classification corresponding with the City's Comprehensive Plan future land use designation.

(3) The zoning provisions of this Article II relate to the initial zoning of the Property after annexation. Such zoning is not guaranteed, and the City Council of City retains its full discretion with respect to such zoning. Nothing contained in this Article II shall be construed to limit the power of the City Council to rezone the Property or any part thereof after approval of the initial zoning of the Property after annexation.

## III. PUBLIC FACILITIES

The Petitioner shall dedicate land and rights-of-way for public uses and facilities necessary and required to serve the Property in accordance with the approved Master Development Plan or required as a result of the development of the Property as determined by the City, in its sole discretion, including, but not limited to, sanitary and storm sewers, drainage ways and facilities, utilities, streets, roadways, trail systems, parks and open space. The Petitioner at its expense shall timely construct and install all on-site and off-site improvements necessary and required to serve the Property or required as a result of the development of the Property as determined by the City, in its sole discretion, including, but not limited to, trail systems, parks, streets, street lights, curbs and gutters, sidewalks, bridges, traffic control devices, sanitary sewers, storm sewers, drainage and channel improvements and facilities, but excluding public buildings such as fire stations. All such improvements shall meet and comply with applicable City Ordinances in effect at the time of installation of such improvements.

## IV. UTILITIES

The Petitioner shall comply with all applicable City of Pueblo (sanitary and storm sewers), Xcel Energy (natural gas), the applicable electric utility franchised and holding a Certificate of Public Convenience and Necessity for electric service within the annexed area, Comcast of Colorado IV, LLC (cablevision), Pueblo Board of Water Works (water), and authorized ILEC and CLEC

(telephone/data transmission) for the installation of mains, lines, stations, and any other appurtenant utility facilities in effect at the time of such installation. All existing and new power lines fewer than 30,000 volts and all other overhead utilities (1) within the Property, (2) within the public rights-of-way adjoining the Property, and (3) within the areas adjacent to the Property which serves the Property shall be installed underground.

#### V. COMPLIANCE WITH ORDINANCES

Except as otherwise specifically provided in this Annexation Agreement to the contrary, the development, subdivision and zoning of the Property shall meet and comply with all applicable ordinances, resolutions, regulations, and standards of the City now existing or hereinafter enacted or amended.

#### VI. BINDING EFFECT

The covenants, restrictions, and agreements herein set forth are covenants running with the Property, shall run with and bind the Property, and shall extend to and be binding upon the Petitioner and its legal representatives, successors, assigns and transferees. The Petitioner expressly accepts and agrees to the covenants, restrictions, and agreements set forth herein by execution of this Annexation Agreement and by the filing of its petition for annexation. If Petitioner defaults in any of its obligations under this Annexation Agreement, including, without limitation, land dedication obligations, City, upon notice given to Petitioner specifying the default, may withhold all subdivision, special area plan, and other development approvals as well as building and occupancy permits for any building or structure within the Property until such default has been corrected to the satisfaction of the City.

#### VII. AMENDMENTS

Amendments to this Annexation Agreement may only be made through formal petition to and approval by Ordinance of the City Council after such amendment has been submitted to and reviewed by all appropriate City Departments and such Departments have submitted their findings and recommendations to the City Council.

#### VIII. SEVERABILITY

If any section, clause, or other provision of this Annexation Agreement is for any reason determined to be invalid or unenforceable by any court of competent jurisdiction, such determination shall not affect any of the remaining provisions of this Annexation Agreement.

#### IX. VESTED RIGHTS

As a condition of and in consideration of the City annexing the Property, the Petitioner, for itself and its successors and assigns waives and releases all previously acquired or existing vested property rights attached to or established with respect to the Property.

The Petitioner acknowledges and agrees that neither this Annexation Agreement nor any provision hereof, nor the annexation of the Property to the City, nor the approval of the Master Development Plan, zoning or subdivision, either separately or jointly (a) creates or establishes a vested property

right in or for the benefit of the Petitioner or its successors or assigns, or with respect to the Property; or (b) constitutes a site-specific development plan. The terms “vested property right” and “site-specific development plan” shall have the same meaning as set forth in Section 17-12-2 of the Pueblo Municipal Code and §24-68-101, et seq., C.R.S.

#### X. BUILDING PERMITS

No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department to occupy, construct or install any building, structure or other improvement on the Property except within a subdivision and zone district, which corresponds to the land use category designated by the City’s Comprehensive Plan, after adoption of the ordinance annexing the Property which meets and complies with this Annexation Agreement and City’s ordinances, standards, and regulations.

#### XI. DISCONNECTION

(1) Disconnection by Petitioner. Petitioner acknowledges and agrees that upon annexation of the Property, the Property shall become subject to this Annexation Agreement, the Charter, ordinances and rules and regulations of the City, but that City shall not have any obligation to furnish or extend municipal services to the Property. Petitioner may, three (3) or more years after annexation, petition under §31-12-119 C.R.S. for disconnection from the City if the City does not, upon reasonable demand, provide the same municipal services to the Property on the same general terms and conditions as the rest of the City receives.

(2) Disconnection by City. If Petitioner defaults in any provision or condition of this Annexation Agreement and such default is not cured within ninety (90) days after written notice specifying the default is given by City to Petitioner, or, if the default is one which cannot be cured within said 90-day period, and Petitioner fails to undertake the cure of such default within said 90-day period and diligently prosecutes same to completion, proceedings may be instituted by the City to disconnect the Property from the City, and for such purpose, the Petitioner irrevocably consents to such disconnection proceedings and waives any and all rights to contest such disconnection.

#### XII. CONTRACTUAL NATURE OF ANNEXATION AGREEMENT

The terms, conditions and obligations of this Annexation Agreement are and shall be construed to be purely contractual in nature, as terms, conditions and obligations voluntarily agreed to by City and Petitioner prior to annexation of the Property to the City. The terms, conditions and obligations imposed on Petitioner and the Property by this Annexation Agreement are not nor shall they individually or cumulatively be construed to be conditions upon granting land-use approvals within the meaning of sections 29-20-201 to 29-20-204, C.R.S.

#### XIII. SPECIAL IMPROVEMENTS AND DEDICATIONS

In addition to the on-site improvements and land dedications required to be made by the provisions of this Annexation Agreement, Petitioner will construct and install the improvements, dedicate the land, and pay or cause to be paid any fees described in Exhibit "C" attached hereto and incorporated

herein. The improvements, dedication, and fees described in said Exhibit "C" are in addition to and not in substitution for any improvements or dedications otherwise required by this Annexation Agreement.

#### XIV. MISCELLANEOUS

(1) Notice. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when personally delivered, or mailed by registered or certified mail, postage prepaid, addressed as follows:

- (a) if to the City: Mayor, City of Pueblo  
1 City Hall Place, Pueblo, CO 81003
- (b) copy to: City Attorney  
1 City Hall Place, Pueblo, CO 81003
- (c) if to the Petitioner: Kim Bowman  
Executive Director  
Posada, Inc., a Colorado Non-Profit Corporation  
827 E. 4<sup>th</sup> St.  
Pueblo, CO 81001
- (d) copies to: Michael Cuppy  
NorthStar Engineering and Surveying  
111 E. 5<sup>th</sup> St.  
Pueblo, CO 81002

or to such other address as either party by written notice given hereunder may designate.

(2) Governing Law and Venue. This Annexation Agreement shall be governed and construed in accordance with the laws of the State of Colorado, without regard to conflict of law principles. Venue for any action arising out of this Annexation Agreement shall be Pueblo County, Colorado.

(3) No Third Party Beneficiaries. Nothing in this Annexation Agreement expressed or implied is intended to or shall be construed to confer upon, or to give to, any person other than the City and the Petitioner any right, remedy or claim under or by reason of this Annexation Agreement or any covenant, condition or stipulation hereof; and all the covenants, agreements and stipulations in this Annexation Agreement contained by and on behalf of the City or the Petitioner shall be for the exclusive benefit of the City and the Petitioner.

(4) Singular, Plural. Unless the context requires otherwise, words denoting the singular may be construed as denoting the plural. Words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting the other gender, if applicable.

(5) Entire Agreement. All prior discussions, representations, understandings and agreements,

whether oral or written, between the parties with respect to the subject matter of this Annexation Agreement are merged in this Annexation Agreement, which constitutes the entire agreement between the parties.

(6) Liability of City. This Agreement is not as and shall not be interpreted as a waiver of the rights and protections given to the City by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq. In addition, in no event shall City, its officers, agents or employees be liable to Petitioner 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, Petitioner 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 Petitioner's obligations under this Agreement. In the event of a breach of this Agreement by the City, Petitioner's sole and exclusive remedy shall be to bring an equitable action for specific performance in the District Court of Pueblo County, Colorado. Such violations may be restrained, or such obligations enforced by injunction at the instance and request of Petitioner without the showing of any special damages or an inadequate remedy at law.

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

CITY OF PUEBLO, COLORADO  
a Colorado Municipal Corporation

[ S E A L ]

By

\_\_\_\_\_  
Nicholas A. Gradisar, Mayor

Attest:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

PETITIONER:  
Posada, Inc, a Colorado Non-Profit

\_\_\_\_\_  
Kim Bowman, Executive Director

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by Emery Chukly.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

[ S E A L ]

\_\_\_\_\_  
Notary Public

## **Exhibit A**

### **AREA TO BE ANNEXED**

A parcel of land located in the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 04, Township 21 South, Range 65 West of the 6th P.M. the County of Pueblo and State of Colorado, being more particularly described as follows:

Considering the centerline of Starling Drive in The Meadows, Filing No. 4, according to the recorded plat thereof as filed for record on January 14, 1980 at Reception No. 628024 in the Pueblo County records to bear S.  $02^{\circ}48'49''$  W., and all bearings contained herein being relative thereto. Both ends of said centerline are monumented with a lead and tack in a monument box.

Beginning at the Northeast corner of Lot 1, Block 18 of Regency Park, 10th Filing, according to the recorded plat thereof as filed for record on January 31, 1979 at Reception No. 597379 in the Pueblo County records; thence N.  $00^{\circ}54'08''$  E., a distance of 1,301.06 feet to a point on the southerly right-of-way line of Red Creek Springs Road as presently located; thence S.  $89^{\circ}05'52''$  E. along said southerly right-of-way line a distance of 255.71 feet to a point on the westerly line of Vinci Subdivision, a Special Area Plan according to the recorded plat thereof as filed for record on July 5, 2011 at Reception No. 1879494 in the Pueblo County records; thence S.  $01^{\circ}00'14''$  W. along said westerly line a distance of 289.88 feet to the Southwest corner of said Vinci Subdivision, a Special Area Plan; thence S.  $89^{\circ}01'48''$  E. along the southerly line of said Vinci Subdivision, a Special Area Plan a distance of 151.56 feet to the Southeast corner of said Vinci Subdivision, a Special Area Plan, said point also being on the westerly line of The Meadows, Filing No. 4 according to the recorded plat thereof as filed for record on January 14, 1980 at Reception No. 628024 and the westerly line of The Meadows, Filing No. 3 according to the recorded plat thereof as filed for record on January 31, 1979 at Reception No. 597382 both in the Pueblo County records; thence S.  $02^{\circ}48'49''$  W. along said westerly line a distance of 1,010.01 feet to the Southwest corner of said The Meadows, Filing No. 3, said point also being on the northerly line of the aforementioned Regency Park, 10th Filing; thence N.  $89^{\circ}20'09''$  W. along said northerly line a distance of 373.08 feet to the Point of Beginning.

Containing 10.74 acres, more or less.

### **PROPOSED NEW CITY LIMITS LINE:**

Beginning at the Northeast corner of Lot 1, Block 18 of Regency Park, 10th Filing, according to the recorded plat thereof as filed for record on January 31, 1979 at Reception No. 597379 in the Pueblo County records; thence N.  $00^{\circ}54'08''$  E., a distance of 1301.06 feet to a point on the southerly right-of-way line of Red Creek Springs Road as presently located, said point being the Point of Terminus.

### **CERTIFICATION OF PERIMETER:**

At least one-sixth of the boundary of the land described in the annexation above is now existing city limits line. The complete annexation is within 3 miles of present city limits.



## **EXHIBIT B**

(none)

DRAFT

## **EXHIBIT C**

### **SPECIAL IMPROVEMENTS AND DEDICATIONS**

#### **DORCY COMMUNITY HOUSING ANNEXATION (A-22-06) ANNEXATION AGREEMENT**

1. Off-Site Roadways

In compliance with the Pueblo Roadway Development Plan and the Pueblo Area Council of Governments Roadway Corridor Preservation Plan, the City of Pueblo will identify for the Petitioner the alignment of off-site freeways, arterials and collectors, which provide connectivity to the Property. Petitioner will cause all local roadways within the Property to connect with all adjoining local roadways. “Identify” does not mean or include surveying or engineering services.

2. Access to Property

The primary access to the Property is from Red Creek Springs Road, which is constructed as a Mixed-Use Collector. The alignments of the roadways shall comply with the General Provisions for Roadway Classification Design Standards (November 2004) and Policies and the City’s Standard Construction and Standard Details (Revised: March 28, 2005) or as same may be hereafter amended and in accordance with construction plans, all which shall be approved by the Director of Public Works. If not previously done, the Petitioner, at its sole cost, shall dedicate or convey by general warranty deed the necessary right-of-way in an alignment that is acceptable to the Director of Public Works.

3. Kingsroyal Boulevard

The main thoroughfare through the Property will be Kingsroyal Boulevard, shown on Exhibit C-1, Kingsroyal Boulevard is identified as a mixed-use collector on the 2040 Long Range Transportation Plan (LRTP), Pueblo Area Council of Governments Map. Kingsroyal is a mixed-use collector extending from the southern property line to Red Creek Springs Road in an alignment

and design to be approved by the Director of Public Works at the time of Subdivision.

3. Secondary Access to the Property

The Petitioner, in accordance with the 2015 International Fire Code as amended and as enacted in City Ordinance 8900, shall provide secondary access to the Property. The alignment, design, construction, and installation of the secondary access shall be approved by the Director of Public Works.

Petitioner may be eligible for Cost Recovery from adjoining property owners for secondary access constructed outside the Property as provided in Section 12-4-12 of the Pueblo Municipal Code. City may refuse to approve any subsequent subdivision or issue building permits until such secondary access is provided.

4. Sanitary Sewer

Prior to, or at the time of subdivision, Petitioner is responsible for completing a flow analysis report for the proposed sanitary sewer system and City's existing sanitary sewer system. The flow analysis report shall identify the location(s) of the connection(s) for the proposed subdivision to the existing sanitary sewer system. Based upon the flow analysis of both the proposed and the City's existing sanitary sewer system; if any portion of City's existing sanitary sewer, that would carry wastewater flows from Property is at capacity, Petitioner shall construct and install, at Petitioner's sole expense, additional sewer lines, mains, pump stations, and/or upgrades to pump stations in order to provide sanitary sewer service to the Property. The size, location and capacity of such sewer lines, mains, and pump stations will be determined by the Director of Waste Water, based upon the Sanitary Sewer Design Criteria and Policies for the City of Pueblo published February 22, 2010 or as same may be hereafter amended. Such additional sewer lines, mains, pump stations shall be installed as part of the public improvements required for subdivisions within the Property as determined by the Director of Wastewater.

Depending upon the point of connection to the sanitary sewer system and additional capacity resulting from the construction of the sewer mains, the Petitioner may incur and have to pay and/or be eligible for Cost Recovery per Section 16-5-5 of the Pueblo Municipal Code for all or a portion of the cost of the sewer main extension or improvements to the existing sanitary sewer system. In order to be eligible for cost recovery, Petitioner must comply with and meet the requirements and conditions of said section 16-5-5.

If not already dedicated to the public or conveyed to the City, it will be the Petitioner's responsibility, at its sole cost, to acquire, dedicate and grant to the public sanitary sewer easements, in a widths and alignments according to the approved Sanitary Sewer Master Plan, and secure any permits that may be required by Pueblo County for the installation of the sanitary sewer lines outside of the city limits of Pueblo.

If the Petitioner, after good faith efforts, is not able to acquire from the intervening property owners the sanitary sewer easement in an alignment acceptable to the City, the City will, to the extent legally authorized, exercise its power of eminent domain to acquire the easement. Petitioner shall be responsible for all compensation for the land taken, damages, if any, to the remainder of the owner's property, and Condemnation Costs, including but not limited to reasonable appraisal, relocation assistance and costs, if any, expert witness, and attorneys' costs and fees. Petitioner shall within ten (10) days, after request by the City, deposit with the City an estimate of Condemnation Costs, as determined by the City Attorney, before the City will commence condemnation proceedings. Petitioner shall pay the balance of the Condemnation Costs within ten (10) days after request therefore.

Prior to condemnation, the City may attempt to acquire the property required for the easement and will not begin condemnation proceedings as long as the property owner is negotiating with the City. In addition to costs of acquiring the required property mentioned above,

the Petitioner is responsible for all costs incurred by the City from negotiations with the property owner(s).

#### 5. Stormwater

All stormwater flows from subdivisions within the Property must be detained as determined by the Director of Stormwater. All stormwater releases shall meet NPDES stormwater quality requirements. The Petitioner shall acquire and dedicate at its sole expense all easements for such purposes. The Petitioner also shall construct and install at its sole expense a stormwater drainage system and detention facility in compliance with the City's Drainage Criteria Manual (June 9, 1997) and the City's Standard Construction Specifications and Standard Details (April 11, 2022) or as same may be later amended and as shown on construction plans approved by the Director of Stormwater.

To the maximum extent practicable as determined by the Director of Stormwater, Petitioner must reduce the peak flows and run-off volumes from the Property through stormwater detention facilities to levels that existed before the Property was developed, or to levels that are capable of being handled by the downstream drainage facilities, whichever is less.

Prior to the approval of any subdivision of land within the Property, the subdivision drainage report and drainage facilities must be approved by the City's Director of Stormwater.

#### 6. Fire Protection Water Supply

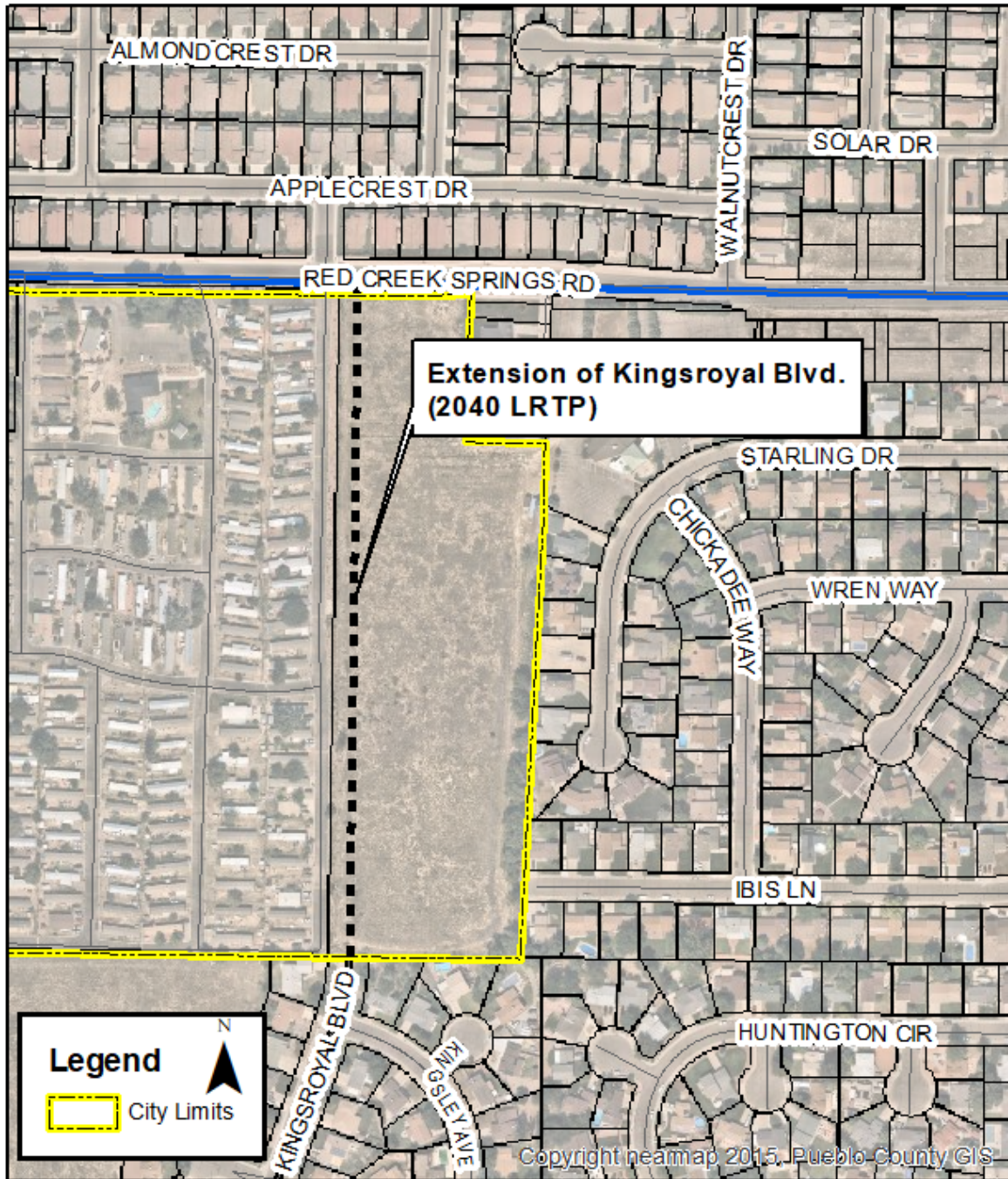
The Petitioner, in accordance with the 2015 International Fire Code, as amended and as enacted in City Ordinance 8900, shall provide an approved fire protection water supply capable of meeting the required flow for fire protection to the premises upon which facilities, buildings or portions of buildings are currently constructed, or hereafter constructed, moved into, or within the jurisdiction.

For existing facilities or buildings on the premises, a fire protection water supply shall be

provided within 180 days of annexation, consisting of reservoirs, pressure tanks, elevated tanks, water mains or other fixed systems capable of providing the required fire flow as approved by the City's Fire Chief. Fixed system water mains, including fire hydrants, that are public, private, or a combination of both, shall be required for facilities, buildings, or portion of buildings that may be constructed on the premises after annexation.

DRAFT

## EXHIBIT C-1



- (c) A statement setting forth the plans of the municipality for extending to, or otherwise providing for within the area to be annexed, municipal services performed by or on behalf of the municipality at the time of annexation;

***The City of Pueblo will provide police and fire protection to this annexed area. This site's main entrance will be at Red Creek Springs Road. Secondary access will be provided through Ibis Lane .***

- (d) A statement setting forth the method under which the municipality plans to finance the extension of the municipal services into the area to be annexed;

***Fire and police services will be funded through the City's General Fund. After Annexation, the owner will finance extension of roadways and utilities into the parcel.***

- (e) A statement identifying existing districts within the area to be annexed;

***The property is within the boundaries of the Pueblo Regional Library District, Pueblo School District No. 60, the South East Colorado Water Conservancy District, the Lower Arkansas Valley Water Conservancy District, and the Pueblo Conservancy District.***

- (f) A statement on the effect of annexation upon local public-school district systems, including the estimated number of students generated and the capital construction required to educate such students.

***The proposed land use will consist of a multi-family residential development. The estimated number of possible students the annexation will generate that will directly impact the school system will be 53 students. Pueblo School District No. 60 has a goal of providing a minimum of 115 ft<sup>2</sup> of space per student.***





**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** September 11, 2023

**TO:** President Heather Graham and Members of City Council

**CC:** Mayor Nicholas A. Gradisar

**VIA:** Marisa Stoller, City Clerk

**FROM:** Scott Hobson, Acting Director Planning and Community Development

**SUBJECT:** AN ORDINANCE AMENDING ZONING RESTRICTIONS FROM PUEBLO COUNTY A-4 TO CITY OF PUEBLO R-3-, ONE- AND TWO-FAMILY RESIDENTIAL ZONE DISTRICT FOR APPROXIMATELY 10.74-ACRES GENERALLY LOCATED SOUTH OF RED CREEK SPRINGS ROAD, NORTH OF REGENCY PARK, 10<sup>TH</sup> FILING AND WEST OF THE MEADOWS, FILING 4 SUBDIVISION

**SUMMARY:**

The applicant is requesting to rezone approximately 10.74-acres of land, located south of Red Creek Springs Road, north of Regency Park, 10th Filing Subdivision, and west of the Meadows, Filing 4 Subdivision from Pueblo County A-4 to City R-3 following annexation.

**PREVIOUS COUNCIL ACTION:**

Concurrent request A-22-06, Dorcy Community Housing Annexation.

**BACKGROUND:**

An annexation petition was filed by Posada, Inc. to annex 10.74-acres south of Red Creek Springs Road, north of Regency Park, 10th Filing, and west of The Meadows, Filing 4. Colorado Revised Statutes, 31-12-115, (2), requires the annexed land to be rezoned to a City zoning classification within 90 days of the Ordinance approving the annexation. The applicant is requesting to zone the property into a R-3 One and Two-Family Residential Zone District to facilitate the construction of residential duplex structures, which is a use by right in the R-3 Zone District. The preliminary Dorcy Community Housing Conceptual Site Plan indicates 31 duplex units, and a community building will be constructed on the site, which will likely require a Special Area Plan at the time of subdivision. Twenty-seven of the duplex units will be accessed from internal drives that will connect from the northern extension of Kingsroyal Boulevard. The proposed extension of Kingsroyal Boulevard, which is classified as a "collector"

roadway is included in the preliminary site plan and must be dedicated at the time of subdivision as required by Section 12-4-7, (c), (1), of the Pueblo Municipal Code. Four additional duplex units will be accessed directly from the Ibis Lane western extension (extension required by Section 12-4-7, (b), of the Pueblo Municipal Code). The property is designated as Suburban “Residential in the “Pueblo Regional Comprehensive Plan, 2022.” According to the Comprehensive Plan, Suburban Neighborhoods are predominantly single-family detached and attached homes on similarly sized lots and future development accommodates a similar mix of lot sizes and housing types. The plan states that new neighborhoods should be designed with a mixture of housing types and pedestrian and bicycle connectivity should be provided within and between neighborhoods (Policy – 1.1.2.). Supporting land uses can include single-family attached homes, duplexes, and townhouses. The recommended density for Suburban Neighborhoods is two to five units per acre.

The proposed net density of the Dorcy Community Housing project, which will include duplex development, provides a mixture of housing types as promoted by the Comprehensive Plan; however, the proposed net density is approximately 8.58 units per acre and exceeds the maximum recommended density of five units per acre.

The Sunset Country Estates Mobile Home Park located to the west of the subject property has an approximate net density of 9.54 units per acre. The portion of Omega Homes, located directly north of Dorcy, has an approximate net density of 7.9 units per acre. The net density of the adjacent subdivisions to the east and south have a lower approximate net density with the Meadows, Filing 4, developed with 3.62 units per acre and Regency Park, 10th Filing, with 4.62 units per acre.

Guiding Principal 1, of the 2022 Pueblo Regional Comprehensive Plan, states “rising housing costs and a constrained housing supply have made it increasingly difficult for many people to find housing that meets their needs, at a price they can afford” (p. 18).

Goal 1.1 of the plan is to “expand housing options to meet the needs of existing and future residents of all ages, abilities, and income levels (p.19). The Comprehensive Plan also includes Policy 1.1.7, “Higher Density Housing,” which states high density residential development is to be encouraged in the downtown, urban neighborhoods, and along corridors. The proposed Dorcy multifamily low-income housing project is located adjacent to Red Creek Springs Road. Red Creek Springs Road is classified as a Principal Arterial Roadway and is currently constructed to a Mixed-Use Collector Roadway standard.

#### **FINANCIAL IMPLICATIONS:**

There are no financial implications for the City.

#### **BOARD/COMMISSION RECOMMENDATION:**

The Planning and Zoning Commission, at their July 12, 2023, Regular Meeting, voted 5-1 to recommend approval, Commissioner Martinez absent.

#### **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 Pueblo Municipal Code.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. Z-23-04 Attachments

## ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS FROM PUEBLO COUNTY A-4 TO CITY OF PUEBLO R-3-, ONE- AND TWO-FAMILY RESIDENTIAL ZONE DISTRICT FOR APPROXIMATELY 10.74-ACRES GENERALLY LOCATED SOUTH OF RED CREEK SPRINGS ROAD, NORTH OF REGENCY PARK, 10<sup>TH</sup> FILING AND WEST OF THE MEADOWS, FILING 4 SUBDIVISION

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 Pueblo County A-4 to City of Pueblo R-3, One and Two-Family Residential Zone District:

A parcel of land located in the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 04, Township 21 South, Range 65 West of the 6th P.M. the County of Pueblo and State of Colorado, being more particularly described as follows:

Considering the centerline of Starling Drive in The Meadows, Filing No. 4, according to the recorded plat thereof as filed for record on January 14, 1980 at Reception No. 628024 in the Pueblo County records to bear S. 02°48'49" W., and all bearings contained herein being relative thereto. Both ends of said centerline are monumented with a lead and tack in a monument box.

Beginning at the Northeast corner of Lot 1, Block 18 of Regency Park, 10th Filing, according to the recorded plat thereof as filed for record on January 31, 1979 at Reception No. 597379 in the Pueblo County records; thence N. 00°54'08" E., a distance of 1,301.06 feet to a point on the southerly right-of-way line of Red Creek Springs Road as presently located; thence S. 89°05'52" E. along said southerly right-of-way line a distance of 255.71 feet to a point on the westerly line of Vinci Subdivision, a Special Area Plan according to the recorded plat thereof as filed for record on July 5, 2011 at Reception No. 1879494 in the Pueblo County records; thence S. 01°00'14" W. along said westerly line a distance of 289.88 feet to the Southwest corner of said Vinci Subdivision, a Special Area Plan; thence S. 89°01'48" E. along the southerly line of said Vinci Subdivision, a Special Area Plan a distance of 151.56 feet to the Southeast corner of said Vinci Subdivision, a Special Area Plan, said point also being on the westerly line of The Meadows, Filing No. 4 according to the recorded plat thereof as filed for record on January 14, 1980 at Reception No. 628024 and the westerly line of The Meadows, Filing No. 3 according to the recorded plat thereof as filed for record on January 31, 1979 at Reception No. 597382 both in the Pueblo County records; thence S. 02°48'49" W. along said westerly line a distance of 1,010.01 feet to the Southwest corner of said The Meadows, Filing No. 3, said point also being on the northerly line of the aforementioned Regency Park, 10th Filing; thence N. 89°20'09" W. along said northerly line a distance of 373.08 feet to the Point of Beginning.

Containing 10.74 acres, more or less.

### 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 \_\_\_\_\_

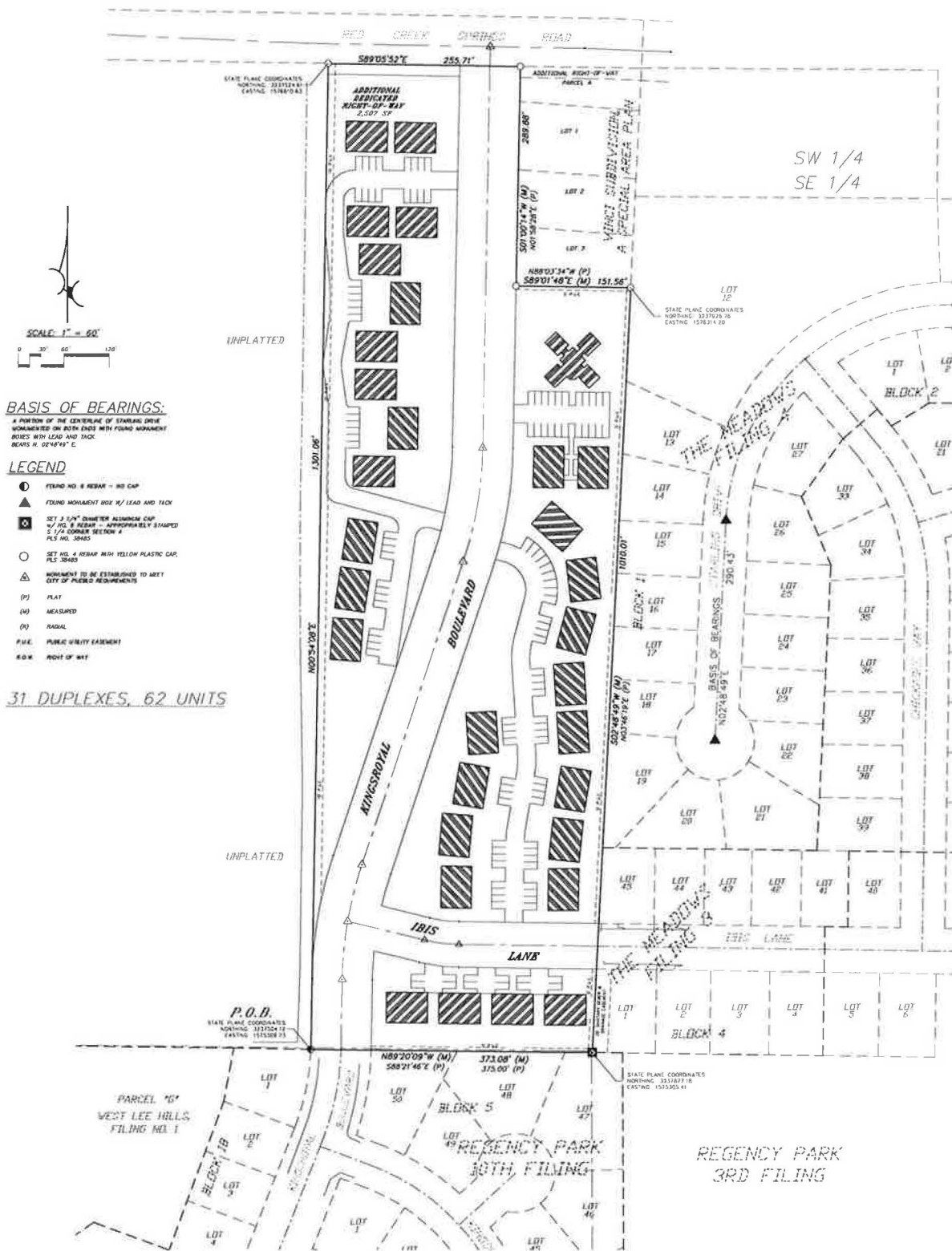
☐ Council action on \_\_\_\_\_ failed to override the Mayor's veto.

\_\_\_\_\_  
President of City Council

ATTEST

\_\_\_\_\_  
City Clerk

# DORCY COMMUNITY HOUSING CONCEPTUAL SITE PLAN



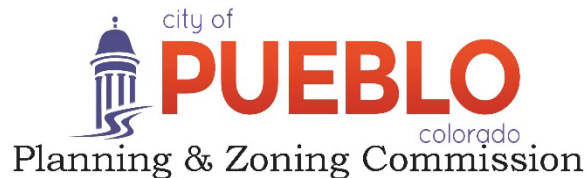
## PREPARED

**Y: NORTHSTAR ENGINEERING AND SURVEYING, INC.**

Mike Castellucci  
Chair

Patrick Avalos  
Vice Chair

Sarah Martinez  
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

---

## ***MINUTES OF REGULAR MEETING***

City of Pueblo, Colorado

Wednesday, July 12, 2023 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

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

**Commissioners Present:** Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Alexandra Aznar, Lisa Bailey, Christopher Pasternak.

**Commissioners Absent:** Sarah Martinez

**Staff Members Present:** Paul Willumstad, Attorney; Scott Hobson, Acting Director for Development of Planning and Community Development, Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner, Joe Martellaro, Associate Engineer, Melanie Turner, Transportation Engineer and Cindy Capritta, Land Use Technician.

**Staff Members Absent:** None

**APPROVAL OF THE AGENDA:** Bailey moved to approve the May 10, 2023, agenda, seconded by, Spinuzzi.

**Motion Passed: 6-0**

### **Public Meeting:**

**Commission Action:** Bailey motioned to recommend the application, with staff conditions 1-3, seconded by Spinuzzi.

**Motion Passed: 6-0**

**3. Z-23-04 Rezone:** Dorcy Community Housing, parcel 1504300019, approximately 10.74 acres generally located south of Red Creek Springs Road and north of the Kingsroyal Blvd. terminus. Rezone from Pueblo Count A-4 to City R-3. Staff report by Beritt Odom, Principal Planner.

**Public Hearing:** Applicant, Kim Bowman, was sworn in and spoke in favor of application. Speaking in opposition, and sworn in appeared: Robert Cook, Joanne Cook, Michael Klomp, Tim Suazo, Diane Gates, Dan Archuleta, Michelle Juliano, Alex Evans, Marion Knight, Brett Verna, Sarah McGinnis, Twila Peterson, and Robert Panion, and written opposition by Robert Panion (Exhibit A).

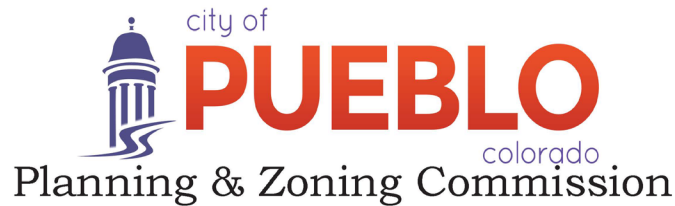
**Commission Action:** Bailey moved to recommend the application, seconded by Spinuzzi with no conditions.

**Motion Passed: 5-1**

Mike Castellucci  
Chair

Patrick Avalos  
Vice Chair

Sarah Martinez  
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

## Z-23-04

**TO:** City of Pueblo, Planning and Zoning Commission

**FROM:** Beritt Odom, Principal Planner

**THROUGH:** Scott Hobson, Acting Director of Planning and Community Development

**DATE:** July 12, 2023

**SUBJECT:** Rezone from Pueblo County A-4, to City of Pueblo R-3, One and Two Family Residential District.

**APPLICANT:** Jay Fisher, NorthStar Engineering and Surveying, Inc.

**PROPERTY OWNER:** Posada, Inc.

**LOCATION:** 10.74 acres generally located south of Red Creek Springs Rd., north of Regency Park, 10<sup>th</sup> Filing Subdivision, and west of The Meadows, Filing 4 Subdivision

**CONCURRENT REQUESTS:** A-22-06, Dorcy Community Housing Annexation

### **REQUEST:**

The applicant is requesting to rezone 10.74-acres of land, located south of Red Creek Springs Rd., north of Regency Park, 10<sup>th</sup> Filing Subdivision, and west of the Meadows, Filing 4 Subdivision from Pueblo County A-4 to City R-3 following annexation.

### **BACKGROUND AND ANALYSIS:**

An annexation petition was filed by Posada, Inc. to annex 10.74 acres south of Red Creek Springs Rd., north of Regency Park, 10<sup>th</sup> Filing, and west of The Meadows, Filing 4. The purpose of the annexation is to provide permanent, affordable, housing to serve low-income individuals and families with children. Colorado Revised Statutes, 31-12-115, (2), requires the annexed land to be rezoned to a City zoning classification within 90 days of the ordinance approving the annexation. The applicant is requesting to zone the property R-3 to facilitate the construction of residential duplex structures, which is a use by right in the R-3 Zone District.

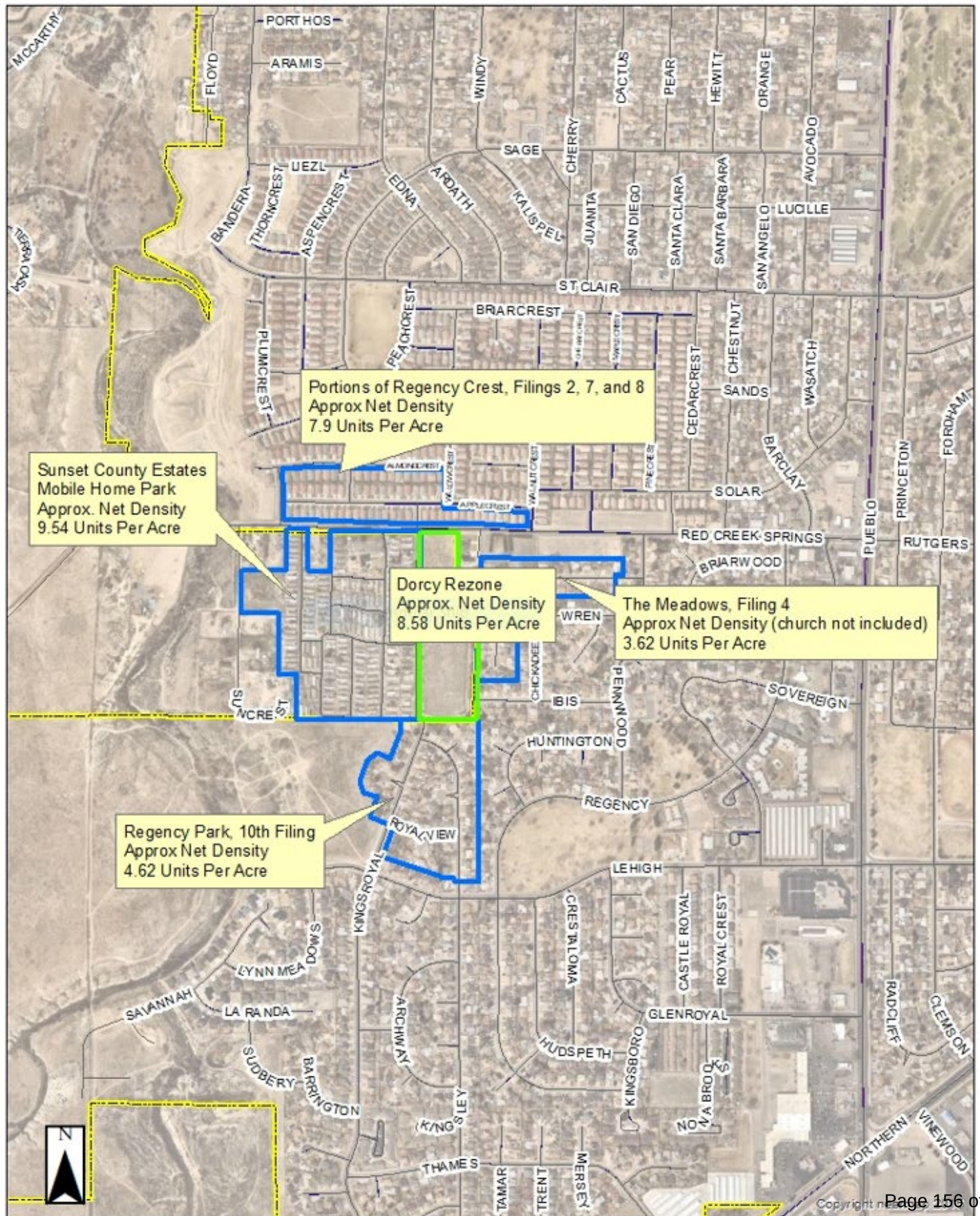
The preliminary Dorcy Community Housing Conceptual Site Plan indicates 31 duplex units, and a community building will be constructed on the site, which will likely require a Special Area Plan at the time of subdivision. Twenty-seven of the duplex units will be accessed from internal drives that take access from the northern extension of Kingsroyal Blvd. The proposed extension of Kingsroyal Blvd., which is classified as a “collector” roadway is included in the preliminary site plan and must be dedicated at the time of subdivision as required by Section 12-4-7, (c), (1), of the Pueblo Municipal Code. An additional four duplex units will be accessed directly from the Ibis Lane western extension (extension required by Section 12-4-7, (b), of the Pueblo



Municipal Code). Funding sources for the development include low-income housing tax credits, private activity bonds, City and State grants.

The proposed approximate net density of the Dorcy Community Housing project is 8.58 units per acre. The Sunset Country Estates Mobile Home Park located to the west of the subject property has an approximate net density of 9.54 units per acre, the portion of Domega Homes, located directly north of Dorcy, has an approximate net density of 7.9 units per acre. The net density of the adjacent subdivisions to the east and south have a lower approximate net density with the Meadows, Filing 4, developed with 3.62 units per acre and Regency Park, 10<sup>th</sup> Filing, with 4.62 units per acre. The potential approximate net density of the Dorcy site, if rezoned to R-3 and developed with an alternate duplex project, could be as high as 17.44 units per acre. The 17.44 units per acre does not account for stormwater facilities, public park space and additional public rights of way; therefore, it is unlikely that the 17.44 units per acre would be realized. Below is a map of the surrounding approximate net densities:

## Adjacent Density Calculations



---

## LAND USE AND PLANNING COMMENTS

### CHARACTER AND COMPATIBILITY

**Site Character:** The area proposed to be annexed and zoned is vacant undeveloped land consisting of native prairie grasses, located south of Red Creek Springs Road and north of the Kingsroyal Blvd. terminus.

**R-3 District Regulations:**

Lot Area  
Single-Family: 4,000 sq. ft.

Lot Area  
Two-Family: 5,000 sq. ft.

Max Building  
Height: 35-ft.

**Neighborhood Compatibility:**

|       |                                                                                                           |
|-------|-----------------------------------------------------------------------------------------------------------|
| North | R2-U, Single-Family Residential District, single family homes in Regency Crest, Subdivision, Filing No. 7 |
| East  | R-2, Single-Family Residential District, single family homes, The Meadows Subdivision.                    |
| South | R-2, Single-Family Residential District, single family homes, Regency Park 10th.                          |
| West  | Pueblo County R-7, Sunset Country Mobile Home Park                                                        |

**Comprehensive Plan:** The area to be rezoned is designated as Suburban “Residential by the “Pueblo Regional Comprehensive Plan, 2022.” According to the Comprehensive Plan, Suburban Neighborhoods are predominantly single-family detached and attached homes on similarly sized lots and future development accommodates a similar mix of lot sizes and housing types. The plan states that new neighborhoods should be designed with a mix of housing types and pedestrian and bicycle connectivity should be provided within and between neighborhoods (Policy – 1.1.2.). Supporting land uses can include accessory dwelling units, single-family attached homes, duplexes, and townhouses. The recommended density for Suburban Neighborhoods is two or five units per acre.

The proposed duplex development provides a mixture of housing types as promoted by the Comprehensive Plan; however, the proposed net density is approximately 8.58 units per acre, which exceeds the maximum recommended density of five units per acre. The proposed density is less

than the net density of the mobile home park (9.54 units per acre), which is located west of the rezoning site. The proposed density is .68 units per acre more than the Omega Homes development, located directly north of the site.

**Comprehensive Plan  
Goals and Policies:**

Guiding Principal 1, of the 2022 Pueblo Regional Comprehensive Plan, states “rising housing costs and a constrained housing supply have made it increasingly difficult for many people to find housing that meets their needs, at a price they can afford” (p. 18). Goal 1.1 of the plan is to “expand housing options to meet the needs of existing and future residents of all ages, abilities, and income levels (p.19). The Comprehensive Plan also includes Policy 1.1.7, “Higher Density Housing,” which states high density residential development is to be encouraged in the downtown, urban neighborhoods, and along corridors. The proposed Dorcy multifamily low-income housing project is located adjacent to Red Creek Springs Road. Red Creek Springs Road is classified as a Principal Arterial and is a prominent east/west corridor.

**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 rezoning and future development of rental duplex units furthers the Regional Comprehensive Plan Goal of providing attainable housing. According to the plan, rising housing costs and a constrained housing supply have made it increasingly difficult for many people to find housing that meets their needs at a price they can afford.

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      Kim Bowman, Executive Director of POSADA, stated in an email on November 14, 2022, the purpose of the development is to provide affordable housing stock to serve low-income individuals and families with children.

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 rezoning site is currently undeveloped natural lands. The proposed rezoning will facilitate development of residential duplex units which will increase the amount of traffic to and from the site once it is fully developed, since the site is currently undeveloped, and no traffic is currently generated.

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

- Comments      A tentative site plan has been filed with the Planning and Community Development Department that includes a northern extension of Kingsroyal Blvd. and western extension of Ibis Ln. providing vehicular and pedestrian connectivity to the surrounding neighborhood and circulation within the development. The site plan also includes proposed structures and open space for recreation.

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

- Comments      The application does not include an estimated time schedule for beginning and completion of the development.

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

- Comments      Kim Bowman's email from November 2022, states that they will utilize low-income housing tax credits, private activity bonds, City, and State grants to fund the project.

### **RECOMMENDED ACTION:**

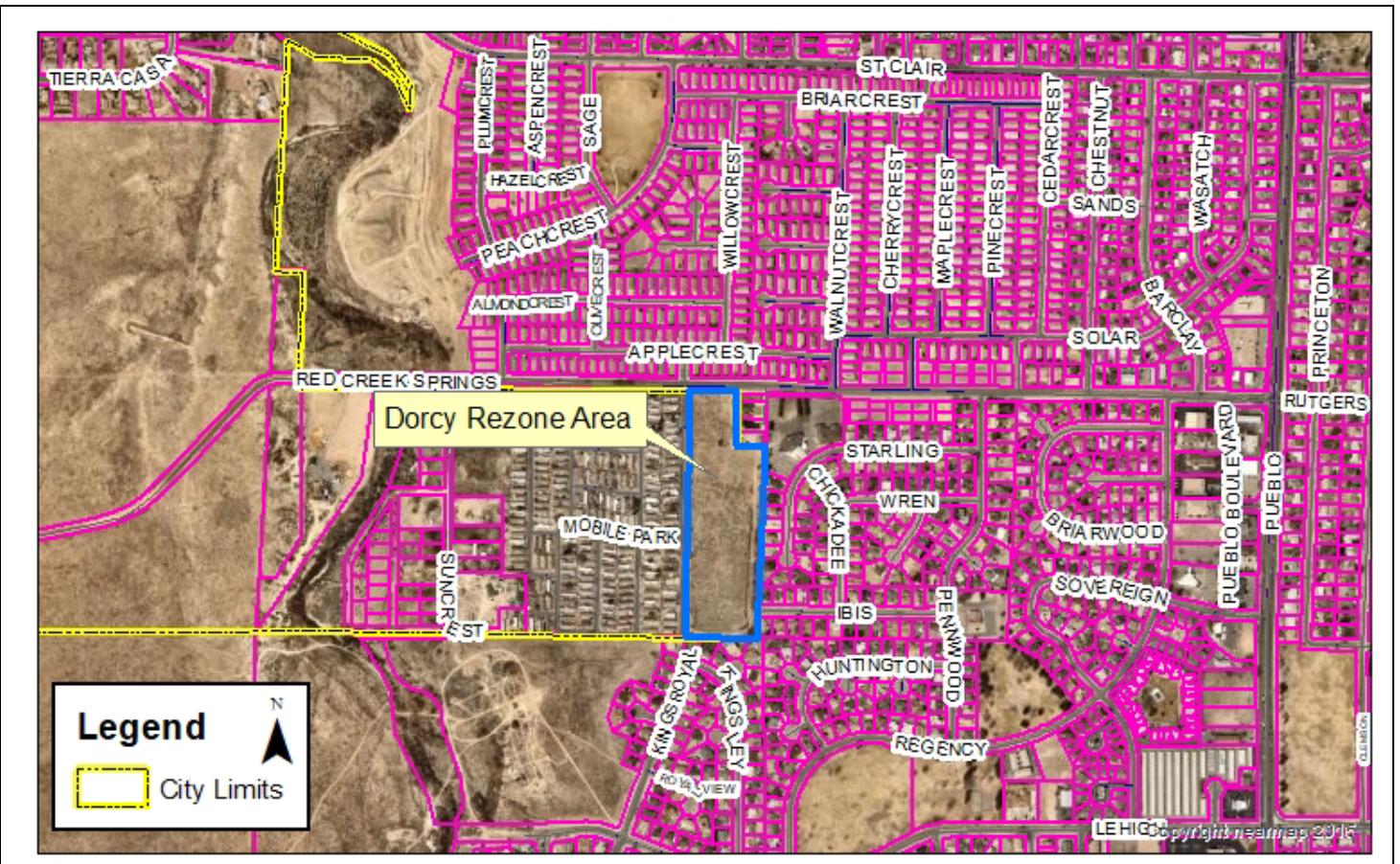
If the Planning and Zoning Commission finds the rezoning request furthers the goals and objectives of the Comprehensive Plan, a recommendation of approval to City Council is appropriate.

### **REFERRAL AGENCIES AND COMMENTS:**

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

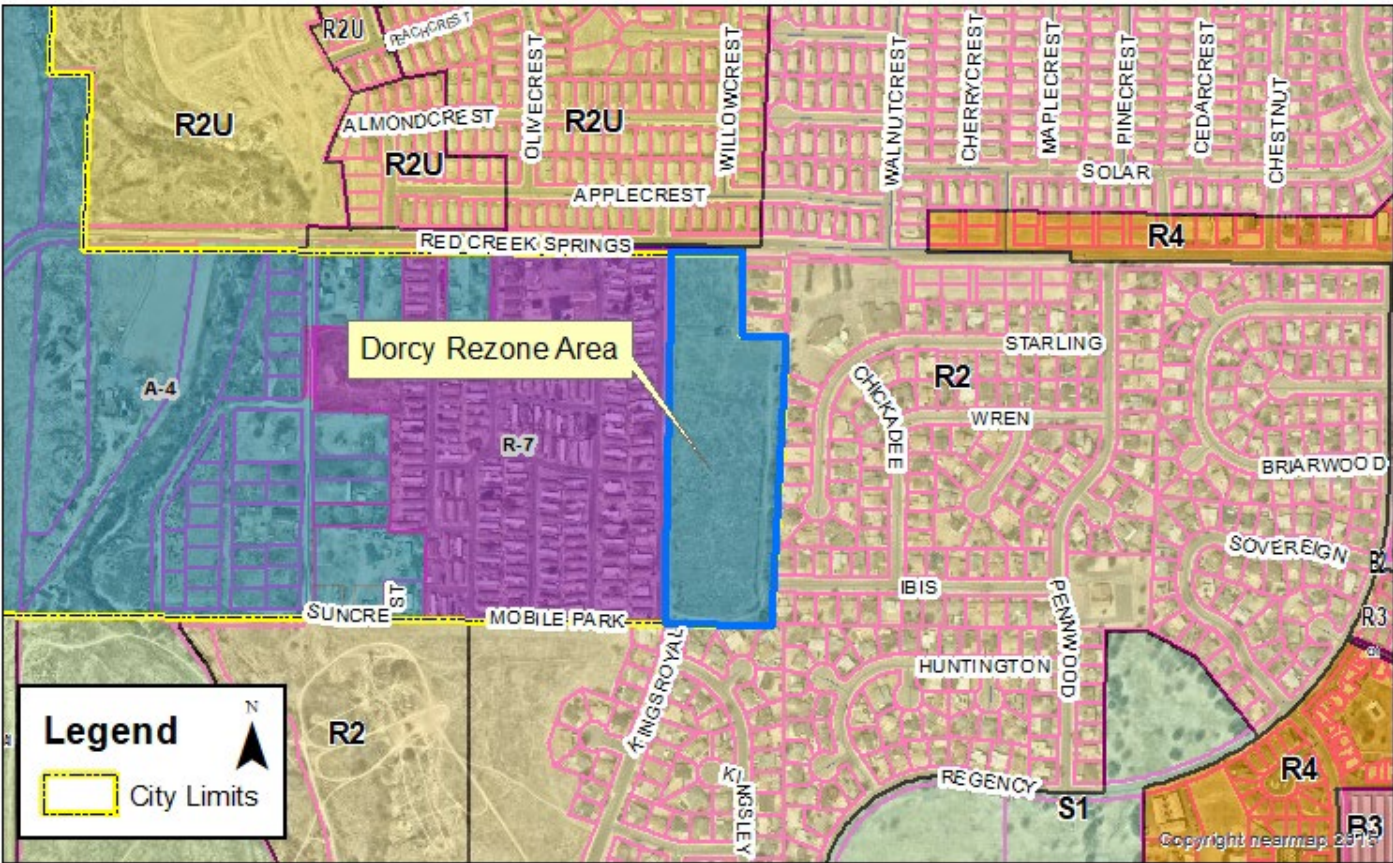
#### ATTACHMENTS:

- Aerial Photograph**
- Zoning Map**
- Comprehensive Plan Map**
- Site Photographs**
- Zoning Exhibit**
- Preliminary Site Plan**

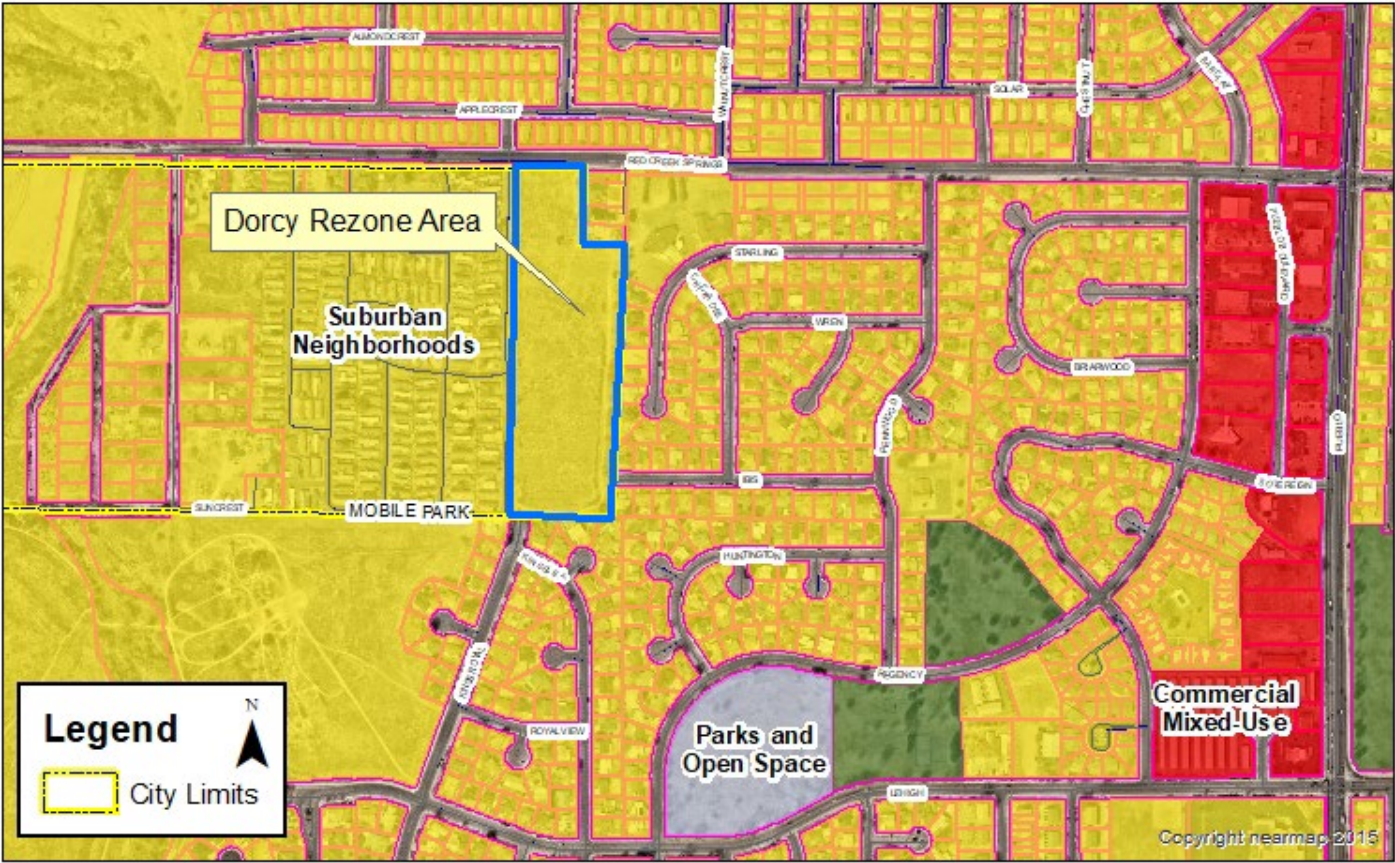




A. Aerial Photograph



B. Zoning



C. Comprehensive Plan





D. Site Photo, Public Notice





D. Dorcy rezoning site looking southwest from Red Creek Springs Rd.



## Planning & Community Development

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

# Planning & Zoning Map Amendment Application (Rezoning)

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

|                                                                                                                                              |                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| <b>Property Owner</b>                                                                                                                        |                                    |
| Name: Kim Bowman                                                                                                                             |                                    |
| Company: Posada, Inc., a Colorado Non-Profit Corporation                                                                                     |                                    |
| Address: 827 E. 4th St. Pueblo, CO                                                                                                           | Zip: 81001                         |
| Phone: (719) 545-8776                                                                                                                        | Email: kim.bowman@posadapueblo.org |
| <b>Applicant</b>                                                                                                                             |                                    |
| Name:                                                                                                                                        |                                    |
| Company:                                                                                                                                     |                                    |
| Address:                                                                                                                                     | Zip:                               |
| Phone: ( )                                                                                                                                   | Email:                             |
| <b>Person or Firm Representing (If Different From) Owner or Applicant</b>                                                                    |                                    |
| Name: Jay Fisher                                                                                                                             |                                    |
| Company: Northstar Engineering & Surveying, Inc.                                                                                             |                                    |
| Address: 111 E. 5th St. Pueblo, CO                                                                                                           | Zip: 81003                         |
| Phone: (719) 544-6823                                                                                                                        | Email: jfisher@northstar-co.com    |
| <i>The <b>applicant</b> will be the <b>primary</b> contact unless otherwise noted.</i>                                                       |                                    |
| <b>Project Location:</b> South of Red Creek Springs Rd and at the terminus of Ibis Ln & Kingsroyal Blvd.<br>(address or general description) |                                    |
| Parcel# 1504300019                                                                                                                           |                                    |
| Legal Description: See Attached Exhibit "A"                                                                                                  |                                    |
| Subdivision: Unplatted                                                                                                                       | Acreage: 10.74                     |
| <b>Existing Zone District:</b> A-4, R2-U                                                                                                     | <b>Proposed Zone District:</b> R-3 |

**Purpose of this Application:**

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

(Continued from previous page)

**Statement of Facts:**

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

Rezoning in conjunction with an Annexation petition for future development of a residential area.

Description of area surrounding proposed development:

To the North - Red Creek Springs Road, Regency Crest 7th Filing (SFR), To the East - The Meadows 3rd and 4th Filings (SFR), To the South - Regency Park 10th Filing (SFR) To the West - County Mobile Home Community

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.

Proposed project develops currently vacant land into residential housing. Environmental Effect - urbanizing vacant land. Economic Effect - Providing affordable housing solutions. Traffic Effect - Increased traffic numbers primarily along Red Creek Springs Road and secondarily along Kingsroyal Blvd.

- ☒ 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.

The developer is economically responsible and capable of accomplishing this development. Posada Inc. has been designated a City of Pueblo "Community Housing Development Organization" since 1997 and has completed more than 100 new construction or rehabilitation projects since then.

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

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.

**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

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | [www.pueblo.us](http://www.pueblo.us)

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

| Property Owner                              |                                                                                   |               |
|---------------------------------------------|-----------------------------------------------------------------------------------|---------------|
| Print Name:                                 | Kim Bowman - ROSA                                                                 |               |
| Signature:                                  |  | Date: 4/20/23 |
| Applicant, if different from Property Owner |                                                                                   |               |
| Print Name:                                 |                                                                                   |               |
| Signature:                                  |                                                                                   | Date:         |



STATEMENT OF AUTHORITY

Pursuant to C.R.S. §38-30-172, the undersigned hereby executes this Statement of Authority on behalf of Posada, Inc.

a, Colorado Non-Profit Corporation, an entity other than an individual, capable of holding title to real property (the "Entity"), and states as follows:

The name of the Entity is Posada, Inc., a Colorado Non-Profit Corporation

(state type of entity and state, country, or other governmental authority under whose laws such entity is formed)

The mailing address for the Entity is 827 E. 4th St. Pueblo, CO 81001

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

The limitations upon the authority of the person named above or holding the position described above to bind the Entity are as follows: \_\_\_\_\_

(if no limitations, insert "None")

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

(if no other matters, leave this section blank)

EXECUTED this 18 day of August, 2022

Signature: Pamela J. Graham

Name (typed or printed): Pamela J. Graham

Title (if any): Vice President, Board

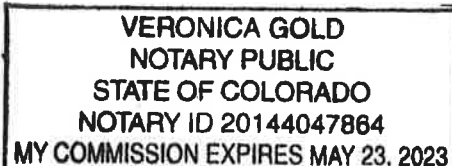
STATE OF Colorado  
COUNTY OF Pueblo ) ss.

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of August, 2022 by Pamela J. Graham on behalf of Posada, Inc., a Colorado Non-Profit

Witness my hand and official seal.

My commission expires: May 23, 2023

[ S E A L ]



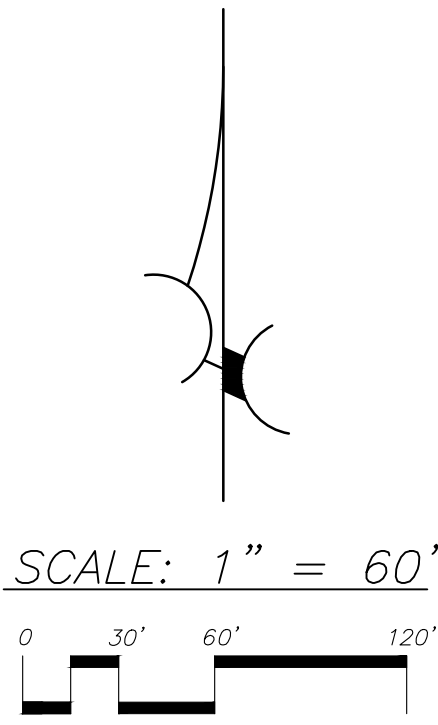
Veronica Gold  
Notary Public



# EXHIBIT "B"

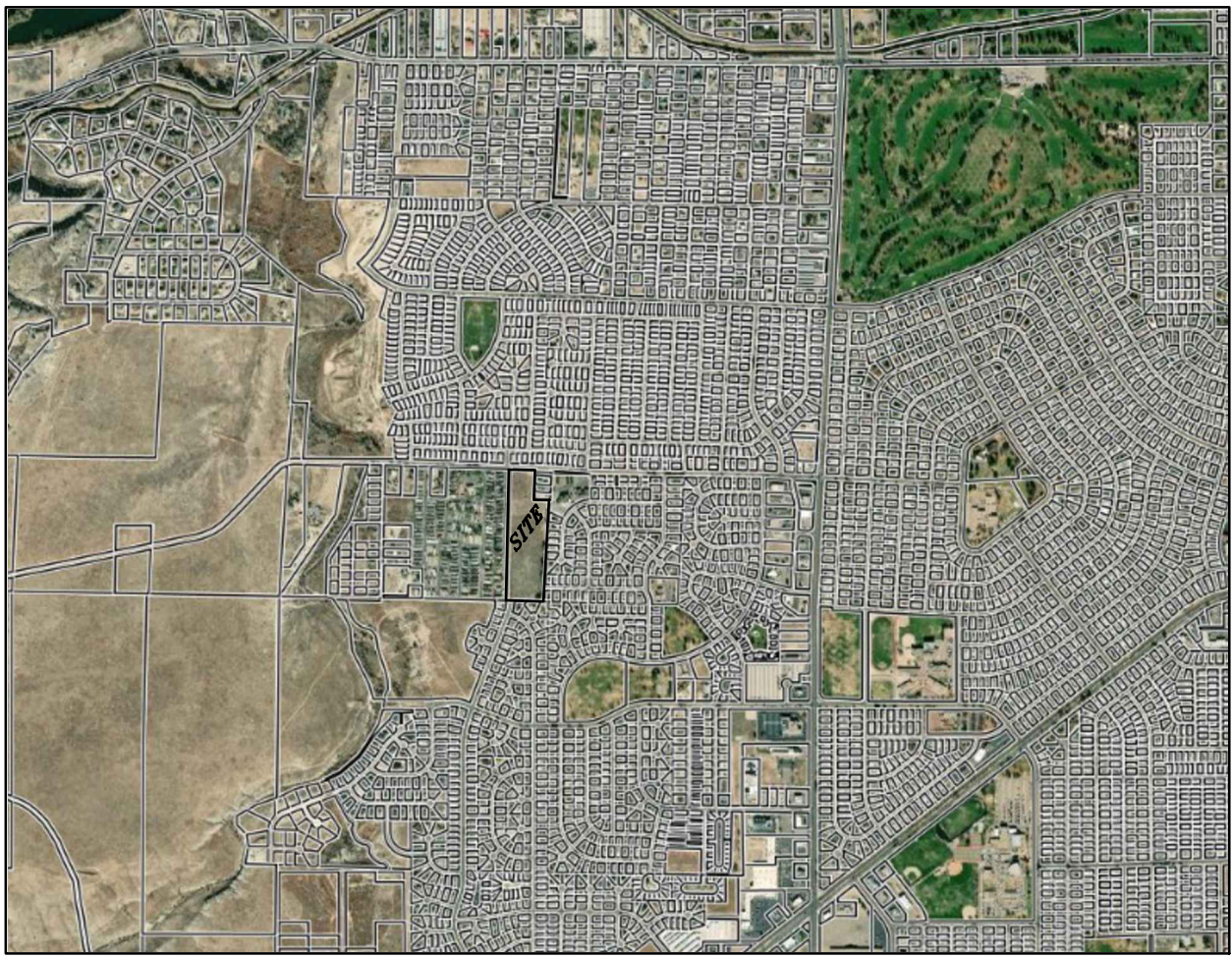
## ZONING EXHIBIT

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4,  
TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M.  
COUNTY OF PUEBLO, STATE OF COLORADO



**BASIS OF BEARINGS:**  
A PORTION OF THE CENTERLINE OF STARLING DRIVE MONUMENTED ON BOTH ENDS  
WITH FOUND MONUMENT BOXES WITH LEAD AND TACK.  
BEARS S. 02°48'49" W.

- LEGEND**
- PROPOSED ZONING BOUNDARY
  - EXISTING ZONING
  - PROPOSED ZONING



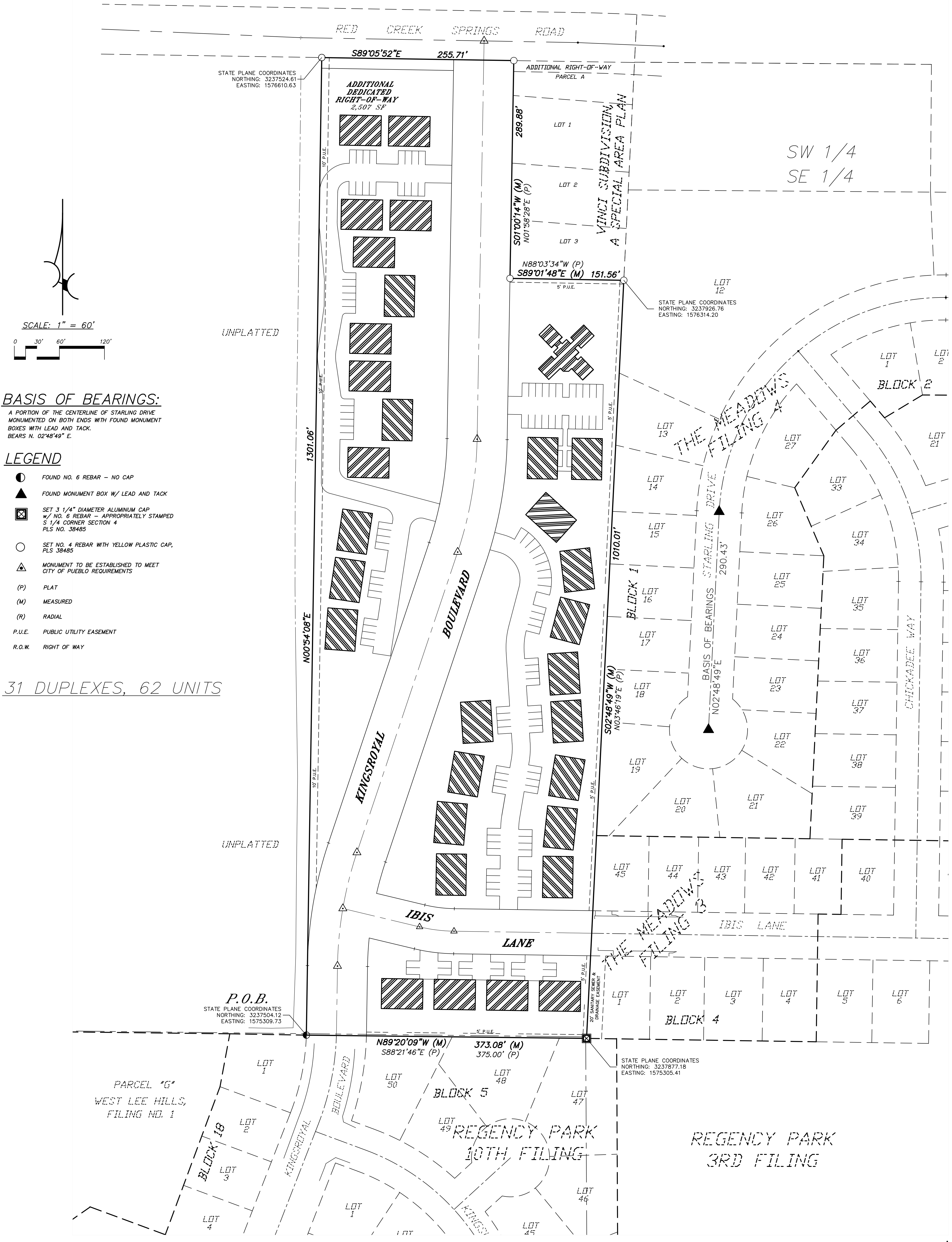
VICINITY MAP  
NOT TO SCALE



PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.



# DORCY COMMUNITY HOUSING CONCEPTUAL SITE PLAN



**BASIS OF BEARINGS:**  
A PORTION OF THE CENTERLINE OF STARLING DRIVE  
MONUMENTED ON BOTH ENDS WITH FOUND MONUMENT  
BOXES WITH LEAD AND TACK.  
BEARS N. 02°48'49" E.

## LEGEND

- FOUND NO. 6 REBAR - NO CAP
- ▲ FOUND MONUMENT BOX W/ LEAD AND TACK
- ☒ SET 3 1/4" DIAMETER ALUMINUM CAP  
W/ NO. 6 REBAR - APPROPRIATELY STAMPED  
S 1/4 CORNER SECTION 4  
PLS NO. 38485
- SET NO. 4 REBAR WITH YELLOW PLASTIC CAP,  
PLS 38485
- ▲ MONUMENT TO BE ESTABLISHED TO MEET  
CITY OF PUEBLO REQUIREMENTS
- (P) PLAT
- (M) MEASURED
- (R) RADIAL
- P.U.E. PUBLIC UTILITY EASEMENT
- R.O.W. RIGHT OF WAY

31 DUPLEXES, 62 UNITS

PREPARED BY:  
NORTHSTAR ENGINEERING AND SURVEYING, INC.





June 27, 2023

This is to inform you that the City of Pueblo Planning and Zoning Commission will hold a public hearing on a request by **Kim Bowman, Posada, Inc.** for approval of the following application:

**Z-23-04 Rezoning:** Dorcy Community Housing, parcel 1504300019, approximately 10.74 acres generally located south of Red Creek Springs Road and north of the Kingsroyal Blvd. terminus. Rezone from Pueblo County A-4 to City R-3.

**The Planning and Zoning Commission meeting will be held on July 12, 2023, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNEZnpPWG1Ydz09>, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston).** You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit [www.pueblo.us/PandZ](http://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.**

Scott Hobson, Director  
Planning & Community Development  
**Beritt Odom**, Principal Planner  
(719) 553-2339

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Scott Hobson, Director  
Planning & Community Development  
**Beritt Odom**, Principal Planner  
(719) 553-2339

CASE NUMBER: Z-23-04

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 South of Red Creek Springs Road and north of the Kingsroyal Blvd terminus 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.

June 27, 2023

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located at South of Red Creek Spngs Road and north of the Kingsroyal Blvd. terminus, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

June 27, 2023

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

| Owner                                        | OwnerStree           | OwnerCity | OwnerState | OwnerZip   |
|----------------------------------------------|----------------------|-----------|------------|------------|
| ABEL KATHLEEN                                | 4730 APPLECREST DR   | PUEBLO    | CO         | 81005-5551 |
| ACOSTA RYAN J                                | 22 IBIS LN           | PUEBLO    | CO         | 81005-1811 |
| AGUERO FAMILY REVOCABLE + LIVING TRUST       | 4906 APPLECREST DR   | PUEBLO    | CO         | 81005-5601 |
| ALFONSO MARTIN WAYNE + ALFONSO PHILENE REYNE | 40 STARLING DR       | PUEBLO    | CO         | 81005-1821 |
| ANDERSON BRIAN L/ANDERSON CYNTHIA            | 82 KINGSLEY AVE      | PUEBLO    | CO         | 81005-1811 |
| ARCHULETA DAN G + ARCHULETA ELIZABETH ANN ,  | 31 STARLING DR       | PUEBLO    | CO         | 81005-1871 |
| ASBURY REBECCA L                             | 4925 APPLECREST DR   | PUEBLO    | CO         | 81005-5601 |
| BACA JOEL J/SALINAS OKAHIDI                  | 39 STARLING DR       | PUEBLO    | CO         | 81005-1871 |
| BARBER AMY                                   | 1303 KINGSROYAL BLVD | PUEBLO    | CO         | 81005-1851 |
| BARRETT CARLOS J/BARRETT STACIE L            | 86 KINGSLEY AVE      | PUEBLO    | CO         | 81005-1811 |
| BISHOP OF PUEBLO                             | 101 N GREENWOOD ST   | PUEBLO    | CO         | 81003-3164 |
| BONNER SHARON                                | 4805 APPLECREST DR   | PUEBLO    | CO         | 81005      |
| BURNS DOROTHY L                              | 4907 APPLECREST DR   | PUEBLO    | CO         | 81005-5601 |
| C T P INVESTMENTS LLC                        | PO BOX 3430          | PUEBLO    | CO         | 81005-0430 |
| CANALE MICHAEL ANTHONY + CANALE PAULINE      | PO BOX 3343          | PUEBLO    | CO         | 81005-0343 |
| COOK ROBERT D + COOK JOANNE L                | 9 CHICKADEE WAY      | PUEBLO    | CO         | 81005-1851 |
| COOK TERRY W                                 | 22 STARLING DR       | PUEBLO    | CO         | 81005-1871 |
| Current Resident                             | 1307 KINGSROYAL BLVD | PUEBLO    | CO         | 81005-1851 |
| DEHERRERA PHILLIP R/DEHERRERA SAL            | 4917 APPLECREST DR   | PUEBLO    | CO         | 81005-5601 |
| DOERR NORMAN W + DOERR KAREN R ,             | 21 IBIS LN           | PUEBLO    | CO         | 81005-1841 |
| DOMEGA HOMES OF COLORADO INC                 | PO BOX 3430          | PUEBLO    | CO         | 81005-0430 |
| DOMINGUEZ ALVAREZ HECTOR OSWALDO +JAQUEZ ES  | 1525 E 11TH ST       | PUEBLO    | CO         | 81001-3210 |
| DURAN FELIPE R/DURAN IRENE P                 | 4903 APPLECREST DR   | PUEBLO    | CO         | 81005-5601 |
| EMERSON MICHAEL/EMERSON JANICE               | 4920 APPLECREST DR   | PUEBLO    | CO         | 81005-5601 |
| ESPINOZA CRAIG A/ESPINOZA RHONDA             | 27 QUEENSBURY LN     | PUEBLO    | CO         | 81005-1811 |
| FALSETTO RICHARD J + FALSETTO CATHY J ,      | 31 QUEENSBURY LN     | PUEBLO    | CO         | 81005-1811 |
| FETTY ANGELA C                               | 93 KINGSLEY AVE      | PUEBLO    | CO         | 81005-1811 |
| FOLEY JUDITH L                               | 4828 APPLECREST DR   | PUEBLO    | CO         | 81005-5564 |
| FORD RANDALL C/FORD CHERYL ANN               | 18 IBIS LN           | PUEBLO    | CO         | 81005-1811 |
| FREDERICKSON SCOTT T                         | 23 QUEENSBURY LN     | PUEBLO    | CO         | 81005-1811 |
| GALLEGOS RUDOLPH A/GALLEGOS EILEE            | 5002 APPLECREST DR   | PUEBLO    | CO         | 81005-5601 |
| GALVEZ DEBRA ANN                             | 91 KINGSLEY AVE      | PUEBLO    | CO         | 81005-1811 |
| GARCIA STEVE/GARCIA TAMMY                    | 23 IBIS LN           | PUEBLO    | CO         | 81005-1841 |
| GEMMA NICK MICHAEL/GEMMA JOY JEAN            | 32 STARLING DR       | PUEBLO    | CO         | 81005-1821 |
| GONZALES MARIO A                             | 4814 APPLECREST DR   | PUEBLO    | CO         | 81005-5564 |
| GONZALES GALLARDO GERARDO                    | 33 HUNTINGTON CIR    | PUEBLO    | CO         | 81005-1861 |
| HAYNES WILLIAM L/HAYNES DE ANNA J            | PO BOX 3754          | PUEBLO    | CO         | 81005-0754 |
| HENDERSON GARRY M + HENDERSON SHERRIE R      | 13 CHICKADEE WAY     | PUEBLO    | CO         | 81005-1851 |
| HINOJOSA JAIME A / MCGRAW SHELBY             | 1304 KINGSROYAL BLVD | PUEBLO    | CO         | 81005-1851 |
| HOCHSTADTER KAREN J                          | 4910 APPLECREST DR   | PUEBLO    | CO         | 81005-5601 |
| HOLLIER CECIL JR + HOLLIER LOTTIE JANE       | 5006 APPLECREST DR   | PUEBLO    | CO         | 81005      |
| HORVAT JEFFREY SCOTT                         | 7 CHICKADEE WAY      | PUEBLO    | CO         | 81005-1851 |
| HUMPHRIES DAVID A/HUMPHRIES NANCY            | 20 IBIS LN           | PUEBLO    | CO         | 81005-1811 |
| HUNKER BETTY M                               | 1048 WILLOWCREST DR  | PUEBLO    | CO         | 81005-5591 |
| HUPP DEBBIE D                                | 5010 APPLECREST DR   | PUEBLO    | CO         | 81005-5601 |
| KELVER SCOTT/KELVER MARY                     | 1052 WILLOWCREST DR  | PUEBLO    | CO         | 81005-5591 |

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|-------------------------------------------------|-------------------------|-----------|----|------------|
| KING RONALD/KING VELDA K                        | 4924 APPLECREST DR      | PUEBLO    | CO | 81005-5601 |
| LANDRETH LISA DAWN                              | 27 IBIS LN              | PUEBLO    | CO | 81005-1841 |
| LINDQUIST FREDERICK R JR + LINDQUIST SANDRA V   | 4832 APPLECREST DR      | PUEBLO    | CO | 81005-5564 |
| LUSK VICKI LYNN                                 | 1306 KINGSROYAL BLVD    | PUEBLO    | CO | 81005-1851 |
| MAES EVA/MAES MARK/MAES TAMMY                   | 4911 APPLECREST DR      | PUEBLO    | CO | 81005-5601 |
| MARTINEZ CHELSEA MARHIA / LANGE K               | 1301 KINGSROYAL BLVD    | PUEBLO    | CO | 81005-1851 |
| MARTINEZ MARY E                                 | 4921 APPLECREST DR      | PUEBLO    | CO | 81005-5601 |
| MASSARO MICHAEL/MASSARO KELSEY                  | 19 HUNTINGTON CIR       | PUEBLO    | CO | 81005-1801 |
| MATTIVI JUDEE J/MATTIVI STEVE A                 | 28 STARLING DR          | PUEBLO    | CO | 81005-1821 |
| MAYBEE SANDRA                                   | 37 STARLING DR          | PUEBLO    | CO | 81005-1871 |
| MAYO ZACHARY ROBERT                             | 11 CHICKADEE WAY        | PUEBLO    | CO | 81005-1851 |
| MC KENZIE DENNIS E + MC KENZIE MICHELLE         | 24 IBIS LN              | PUEBLO    | CO | 81005-1811 |
| MCCAIN GREGORY DEAN / SHIELDS-MCCA              | 4820 APPLECREST DR      | PUEBLO    | CO | 81005-5564 |
| MEDINA JOSEPH E/MEDINA SHIRLEY J                | 4902 APPLECREST DR      | PUEBLO    | CO | 81005-5601 |
| MONTOYA RICARDO G                               | 88 KINGSLEY AVE         | PUEBLO    | CO | 81005-1811 |
| PACHECO ADAM A/PACHECO CATHERINE                | 29 QUEENSBURY LN        | PUEBLO    | CO | 81005-1811 |
| PANION ROBERT P/PANION REGINA K                 | 57 CORNELL CIR          | PUEBLO    | CO | 81005-1644 |
| PERKINS DERRICK R/PERKINS LISA M                | 38 STARLING DR          | PUEBLO    | CO | 81005-1821 |
| PERRI LISA                                      | 36 STARLING DR          | PUEBLO    | CO | 81005-1821 |
| POSADA INC                                      | 827 E 4TH ST            | PUEBLO    | CO | 81001-3921 |
| REED VICTORIA                                   | 30 STARLING DR          | PUEBLO    | CO | 81005-1821 |
| REYES CHRISTINA R                               | 29 STARLING DR          | PUEBLO    | CO | 81005-1871 |
| RICHARDS BO RYAN                                | 90 KINGSLEY AVE         | PUEBLO    | CO | 81005-1811 |
| RINCON ANNE M                                   | 21 QUEENSBURY LN        | PUEBLO    | CO | 81005-1811 |
| RIZZI CHRISTOPHER                               | 19 IBIS LN              | PUEBLO    | CO | 81005      |
| RUSSELL ROBERT E / PRITCHETT RUSSE              | 92 KINGSLEY AVE         | PUEBLO    | CO | 81005-1811 |
| SANDOVAL MICHAEL A/LUCERO ANDREA                | 1305 KINGSROYAL BLVD    | PUEBLO    | CO | 81005-1851 |
| SARTOR RAYMOND A JR + SARTOR EILEEN S           | 26 IBIS LN              | PUEBLO    | CO | 81005-1811 |
| STANTON JACK DEAN JR + STANTON ROBIN MARIE      | 5 CHICKADEE WAY         | PUEBLO    | CO | 81005-1851 |
| SUAZO TIM D/SUAZO THERESE M                     | 35 STARLING DR          | PUEBLO    | CO | 81005-1871 |
| SUNSET COUNTRY MHP LLC + C/O SADDLEBACK VALLEY  | 2240 ENCINITAS BLVD STE | ENCINITAS | CA | 92024-4341 |
| TEUBER MIKEL D + TEUBER MARIA J; TEUBER JEFFERY | 4806 APPLECREST DR      | PUEBLO    | CO | 81005-5564 |
| THOMPSON C DAVID                                | 4728 APPLECREST DR      | PUEBLO    | CO | 81005-5551 |
| VALDEZ STACY L/VALDEZ LORRAINE                  | 34 STARLING DR          | PUEBLO    | CO | 81005-1821 |
| VIDMAR JOAN I                                   | 5003 APPLECREST DR      | PUEBLO    | CO | 81005-5601 |
| VIGIL KATHERINE                                 | 84 KINGSLEY AVE         | PUEBLO    | CO | 81005-1811 |
| VINCI THOMAS G                                  | 3017 S DOWNING          | ENGLEWOOD | CO | 80113-1734 |
| VINCI TIM R/VINCI TRACY L                       | 27 STARLING DR          | PUEBLO    | CO | 81005-1871 |
| VINCI TIMOTHY JOSEPH                            | 1103 SERENITY PL        | PUEBLO    | CO | 81005-8701 |
| WHITTEMORE TODD L/WHITTEMORE SUSAN              | 25 IBIS LN              | PUEBLO    | CO | 81005-1841 |
| WOODKA COURTNEY                                 | 94 KINGSLEY AVE         | PUEBLO    | CO | 81005-1811 |
| YOUNG IAN S + YOUNG CAROL E                     | 4813 APPLECREST DR      | PUEBLO    | CO | 81005-5561 |

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**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** September 11, 2023

**TO:** President Heather Graham and Members of City Council

**CC:** Mayor Nicholas A. Gradisar

**VIA:** Marisa Stoller, City Clerk

**FROM:** Scott Hobson, Acting Director Planning and Community Development

**SUBJECT:** AN ORDINANCE VACATING A 0.167-ACRE DRAINAGE EASEMENT WITHIN LOT 1 AND LOT 2 OF THE GREDIG SUBDIVISION

**SUMMARY:**

The applicant is requesting to vacate a 0.167-acre drainage easement.

**PREVIOUS COUNCIL ACTION:**

None.

**BACKGROUND:**

The 0.167-acre drainage easement that is proposed to be vacated, was included within Lot 1 and Lot 2 of the Gredig Subdivision that was recorded in 2006. In 2022, the applicant began the commercial review process to establish a self-storage facility at this location. The development consists of six individual rectangular storage buildings and one office with a caretaker's suite along the eastern portion of the flag lot south of the ingress and egress to the parcel. During the commercial review process, it was determined that building "G" was encroaching on the existing above-mentioned drainage easement. It was determined that to complete the construction of the storage units according to plan, this easement would need to be vacated and there is a new drainage easement being recorded by separate instrument to replace the vacated easement.

**FINANCIAL IMPLICATIONS:**

There are no financial implications for the City.

**BOARD/COMMISSION RECOMMENDATION:**

The Planning and Zoning Commission, at their August 9, 2023, Regular Meeting, voted 5-0 to recommend approval with the condition that the new detention easement be recorded prior to review by City Council. Commissioners Aznar and Pasternak absent.

**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 right-of-way will remain, and the property will not meet the minimum lot size and width requirements for a rezoning request which will impede development of the site.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. V-23-05 Attachments



ORDINANCE NO.

AN ORDINANCE VACATING A 0.167-ACRE DRAINAGE  
EASEMENT WITHIN LOT 1 AND LOT 2 OF THE GREDIG  
SUBDIVISION

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

SECTION 1.

The following described street and drainage and public utility easements:

A PORTION OF NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION  
13, TOWNSHIP 20 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 WEST LINE OF LOT 2, GREDIG SUBDIVISION, AS RECORDED  
IN THE PUEBLO COUNTY RECORDS UNDER RECEPTION NUMBER  
1675082 ASSUMED TO BEAR N00°46'42"W A DISTANCE OF 249.90  
FEET.

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 2, GREDIG SUBDIVISION,  
THENCE N00°46'42"W, ON THE WESTERLY BOUNDARY LINE OF SAID LOT 2, A  
DISTANCE OF 37.60 FEET; THENCE N89°13'47"E, A DISTANCE OF 187.50 FEET; THENCE  
ON A CURVE TO THE RIGHT AND WITH A CENTRAL ANGLE OF 89°03'10" WITH A RADIUS  
OF 7.51 FEET, A LENGTH OF 11.66 FEET; THENCE S00°44'23"E A DISTANCE OF 29.66  
FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF SAID LOT 2; THENCE  
S89°03'53"W, ON THE  
SOUTHERLY BOUNDARY LINE OF SAID LOT 2 A DISTANCE OF 195.00 FEET TO THE  
POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 7,265 SQUARE FEET OR 0.167 ACRES.

are hereby vacated.

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 implement the policies and procedures described herein.

SECTION 3.

This Ordinance shall be approved but shall not become effective until the final vacation  
plat is recorded in the office of the Pueblo County Clerk and Recorder. If the vacation plat is not  
recorded within one (1) year after of this Ordinance, or within any extended period granted by  
Ordinance of the City Council, this Ordinance shall automatically be rescinded and repealed  
thirty (30) days after written notice of such rescission and repeal is given to the applicant. No  
vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes  
effective.

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

PARKING CALCULATIONS:

ZONE:  
B-4

PARKING REQUIREMENTS:

Industrial, including wholesale, WAREHOUSING, and manufacturing with offices for use.  
Provide 1 space per 400 SF FT. office space plus an additional 1 space per 2 shift employees.

PARKING CALCULATIONS FOR OUTDOOR WAREHOUSING

1 SPACES + 1200SF OFFICE = 4 SPACES  
400 SF

REQUIRED HANDICAP SPACES: 1 VAN ACCESSIBLE SPACE

PARKING REQUIRED:

5 SPACES TOTAL

PARKING PROVIDED:

TOTAL SPACES: 5  
HDCP SPACES: 1 (1 VAN ACCESSIBLE)  
REGULAR SPACES: 4

SIGNAGE & STRIPING NOTES:

- THIS PLAN IS INCOMPLETE WITHOUT THE REMAINING SHEETS IN THE PLAN SET.
- ALL PAVEMENT MARKINGS AND SIGNS SHALL CONFORM TO THE CURRENT EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) <https://mutcd.fhwa.dot.gov>.
- PARKING SPACES SHALL BE 9' WIDE BY 18' LONG UNLESS NOTED OTHERWISE.
- STRIPING SHALL BE 4" WHITE. CURB HEAD AND/OR WHEEL STOPS OR BOLLARDS IN FRONT OF HANDICAP SPACES SHALL BE PAINTED ACCESSIBILITY BLUE.
- SIGNAGE SHALL BE PER MUTCD AS FOLLOWS:  
S1 ..... 'RESERVED PARKING' SIGN R7-8, 12" X 18" AND 'VAN ACCESSIBLE' SIGN R7-8p (IF POLE-MOUNTED 7' FROM FINISHED GRADE TO BOTTOM OF SIGN, IF WALL-MOUNTED 5' FROM FINISHED GRADE TO BOTTOM OF SIGN)
- ADA PARKING SPACES SHALL HAVE A MAXIMUM GRADE OF 2% IN ALL DIRECTIONS.



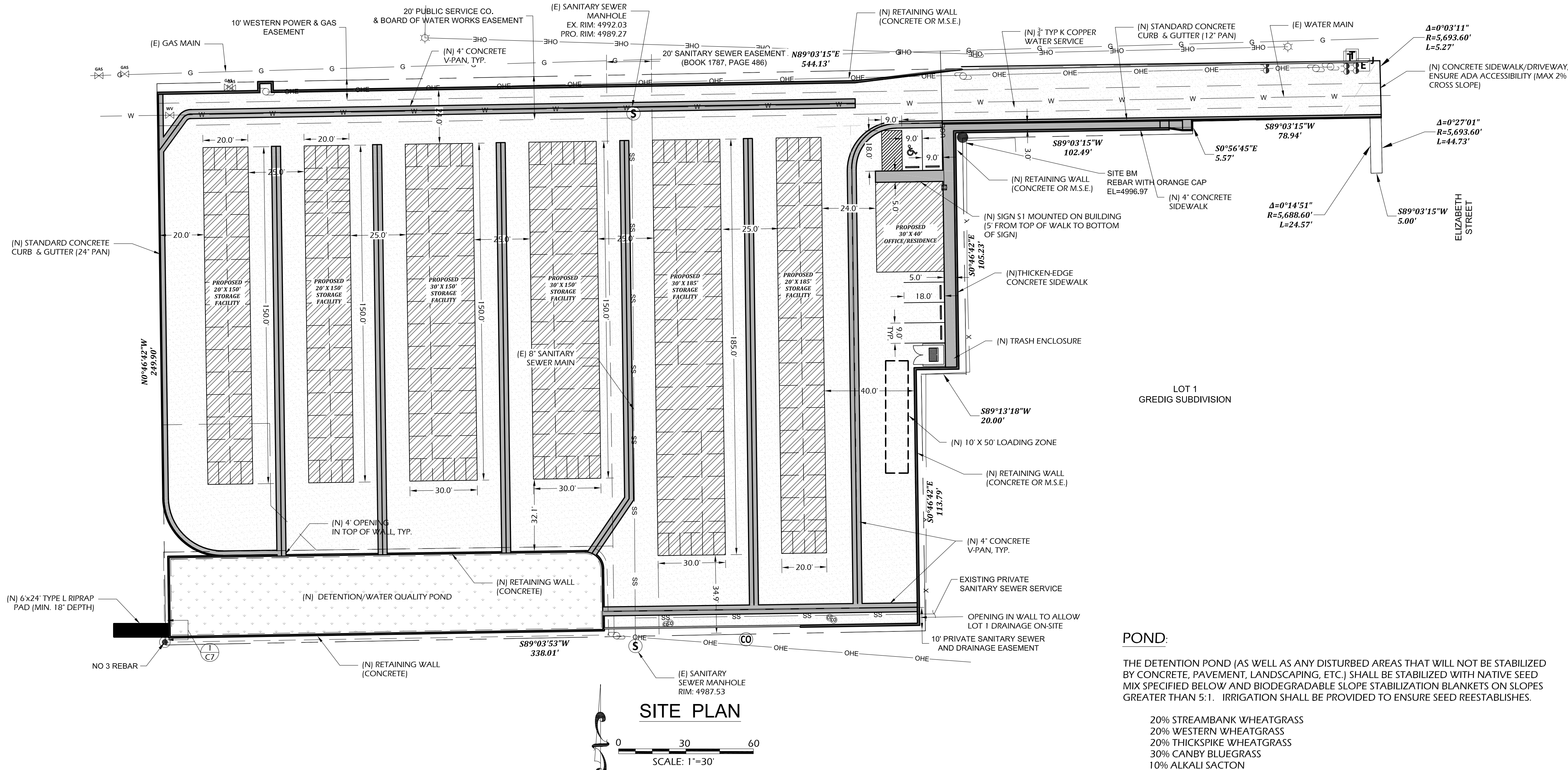
ADA COMPLIANCE NOTE:

TO THE BEST OF OUR KNOWLEDGE, THE DESIGN OF THE NEW IMPROVEMENTS MEET THE PROVISIONS OF THE AMERICANS WITH DISABILITY ACT

LEGEND

|                                 |           |                                    |           |
|---------------------------------|-----------|------------------------------------|-----------|
| Site Property Line              | _____     | Proposed Gas Line                  | _____ UGE |
| Existing Easement Line          | _____     | Proposed Underground Electric Line | _____ UGE |
| Existing Chain-link Fence       | _____ X   | Proposed Water Line                | _____ W   |
| Existing Overhead Electric Line | _____ OHE | Proposed Sanitary Sewer Line       | _____ SS  |
| Existing Water Line             | _____ W   | Proposed Major Contour             | _____     |
| Existing Sanitary Sewer Line    | _____ SS  | Proposed Minor Contour             | _____     |
| Existing Gas Line               | _____ G   | Proposed Water Meter               | _____     |
| Existing Major Contour          | _____     | Proposed Gas Meter                 | _____     |
| Existing Minor Contour          | _____     | Proposed Sanitary Sewer Manhole    | _____     |
| Property Pin                    | _____     | Proposed Sanitary Sewer Cleanout   | _____     |
| Existing Power Pole             | _____     | Proposed Sign                      | _____     |
| Existing Electric Guy Wire      | _____     | Proposed Building                  | _____     |
| Existing Electrical Vault       | _____     | Proposed Concrete                  | _____     |
| Existing Light Post             | _____     | Proposed Asphalt                   | _____     |
| Existing Telephone Riser        | _____     | Proposed Seeded Area               | _____     |
| Existing Water Valve            | _____     |                                    |           |
| Existing Sewer Manhole          | _____     |                                    |           |
| Existing Gas Valve              | _____     |                                    |           |
| Existing Sewer Cleanout         | _____     |                                    |           |

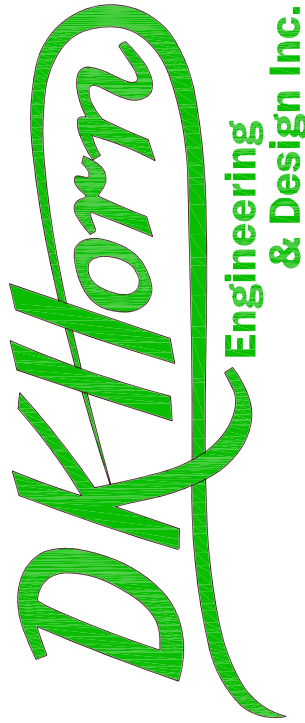
SELF STORAGE  
LOT 2 GREDIG SUBDIVISION  
PUEBLO, CO 81008



POND:

THE DETENTION POND (AS WELL AS ANY DISTURBED AREAS THAT WILL NOT BE STABILIZED BY CONCRETE, PAVEMENT, LANDSCAPING, ETC.) SHALL BE STABILIZED WITH NATIVE SEED MIX SPECIFIED BELOW AND BIODEGRADABLE SLOPE STABILIZATION BLANKETS ON SLOPES GREATER THAN 5:1. IRRIGATION SHALL BE PROVIDED TO ENSURE SEED REESTABLISHES.

20% STREAMBANK WHEATGRASS  
20% WESTERN WHEATGRASS  
20% THICKSPIKE WHEATGRASS  
30% CANBY BLUEGRASS  
10% ALKALI SACTON



2441 S PRAIRIE AVE  
PUEBLO, CO 81005  
TEL 719.696.8274



STAMP:

SELF STORAGE

LOT 2 GREDIG SUBDIVISION  
PUEBLO, CO 81008

4415 N. ELIZABETH

PROJECT NUMBER: 2001158  
DRAWN BY: SAT  
REVIEWED BY: DKH  
DATE: AUG 2022

ISSUE RECORD:

SITE &  
PARKING PLAN

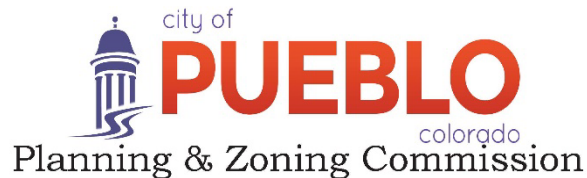
C3



Mike Castellucci  
Chair

Patrick Avalos  
Vice Chair

Sarah Martinez  
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

## ***MINUTES OF REGULAR MEETING***

City of Pueblo, Colorado

Wednesday, August 9, 2023, 2023 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

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

**Commissioners Present:** Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Lisa Bailey, Sarah Martinez (Martinez arrived at 3:37 p.m.)

**Commissioners Absent:** Alexandra Aznar, Christopher Pasternak.

**Staff Members Present:** Paul Willumstad, Board Attorney; Scott Hobson, Acting Director for Development of Planning and Community Development, Beritt Odom, Principal Planner; Mikaylin Hackley Planner, Joe Martellaro, Associate Engineer, and Cindy Capritta, Land Use Technician.

**Staff Members Absent:** None

**APPROVAL OF THE AGENDA:** Bailey moved to approve the July 12, 2023, agenda, seconded by, Avalos.

**Motion Passed: 4-0**

### **REGULAR AGENDA:**

#### **Public Hearing:**

**4. V-23-05 4415 N Elizabeth St., Vacation:** Vacation of a 0.167-acre drainage easement in the Gredig Subdivision. Staff report by Bart Mikitowicz.

**Public Hearing:** Applicant, Scott Cobb was sworn in via Zoom and spoke in favor of the application. Joe Martellaro, City Engineer also answered questions. No one appeared in opposition.

**Commission Action:** Bailey moved to recommend the application to City Council for approval with the condition that the new detention easement is recorded prior to review by City Council, seconded by Spinuzzi.

**Motion Passed: 5-0**



DEPARTMENT OF PUBLIC WORKS

## MEMORANDUM

**TO:** Beritt Odom, Principal Planner

**CC:** Michelle Cruz, Administrative Technician  
Subdivision File

**FROM:** Joe Martellaro, Associate Engineer II

**SUBJECT:** V-23-05 Gredig Subdivision Easement Vacation Plat

**DATE:** August 28, 2023

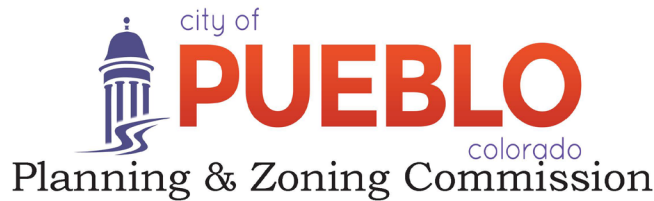
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Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci  
Chair

Patrick Avalos  
Vice Chair

Sarah Martinez  
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

## V-23-05

**TO:** City of Pueblo, Planning and Zoning Commission  
**FROM:** Bart Mikitowicz, Sr. Planner  
**THROUGH:** Scott Hobson, Acting Director of Planning and Community Development  
**DATE:** August 9, 2023  
**SUBJECT:** 4415 N. Elizabeth St., Gredig Subdivision, Easement Vacation  
**APPLICANT:** Scott Cobb, Sju to En LLC & Sanchez Investments LLC  
**OWNER:** Scott Cobb, Sju to En LLC & Sanchez Investments LLC  
**LOCATION:** Generally located west of Elizabeth St. and south of Eagleridge Blvd.  
**CONCURRENT REQUESTS:** C-22-17 N. Elizabeth Mini Storage Commercial Review

**Request:**

Vacation of a 0.167-acre drainage easement in the Gredig Subdivision.

**BACKGROUND AND ANALYSIS:**

The 0.167-acre drainage easement that is proposed to be vacated, was subdivided in 2006, to provide drainage services within and Lot 1 and Lot 2 of the Gredig Subdivision. In 2022, the applicant began the commercial review process to establish a self-storage facility at this location. The development consists of six individual rectangular storage buildings and one office with a caretaker's suite along the eastern portion of the flag lot south of the ingress and egress to the parcel. Due to an oversight in the review process, it was later determined the building "G" was actually encroaching on the existing above-mentioned drainage easement. It was determined that in order to complete the construction of the storage units according to plan, this easement would need to be vacated and there is a new drainage easement being recorded by separate instrument to replace the vacated easement.

**APPLICABLE REGULATIONS:**

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

**RECOMMENDED ACTION:**

The subdivision review committee recommends that the Planning and Zoning commission recommend to City Council approval of the vacation request with no conditions

**REFERRAL AGENCIES AND COMMENTS:**

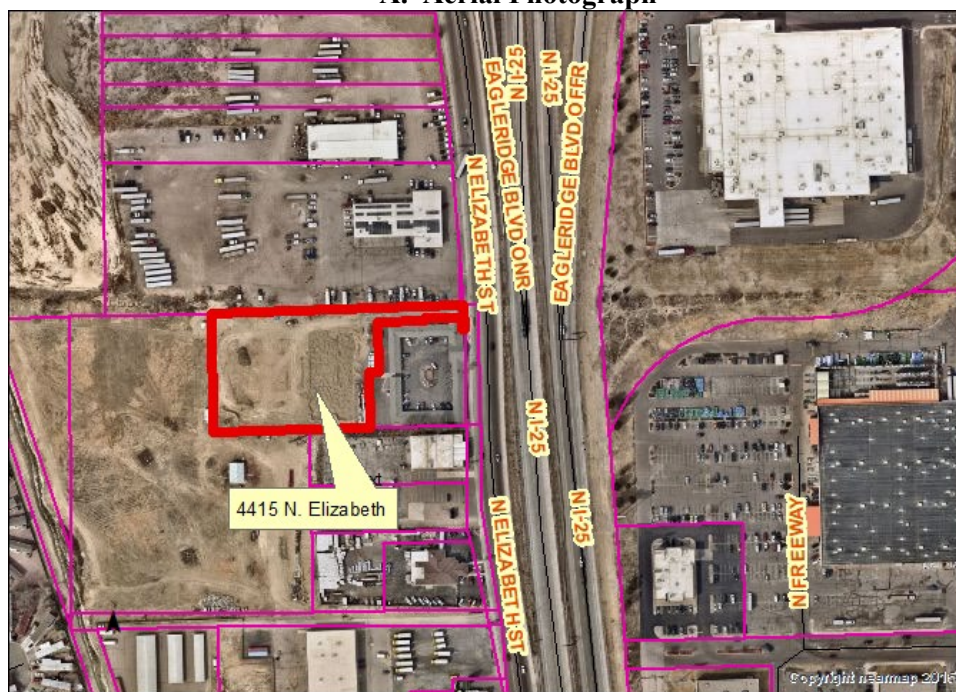
- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater- No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No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

**ATTACHMENTS:**

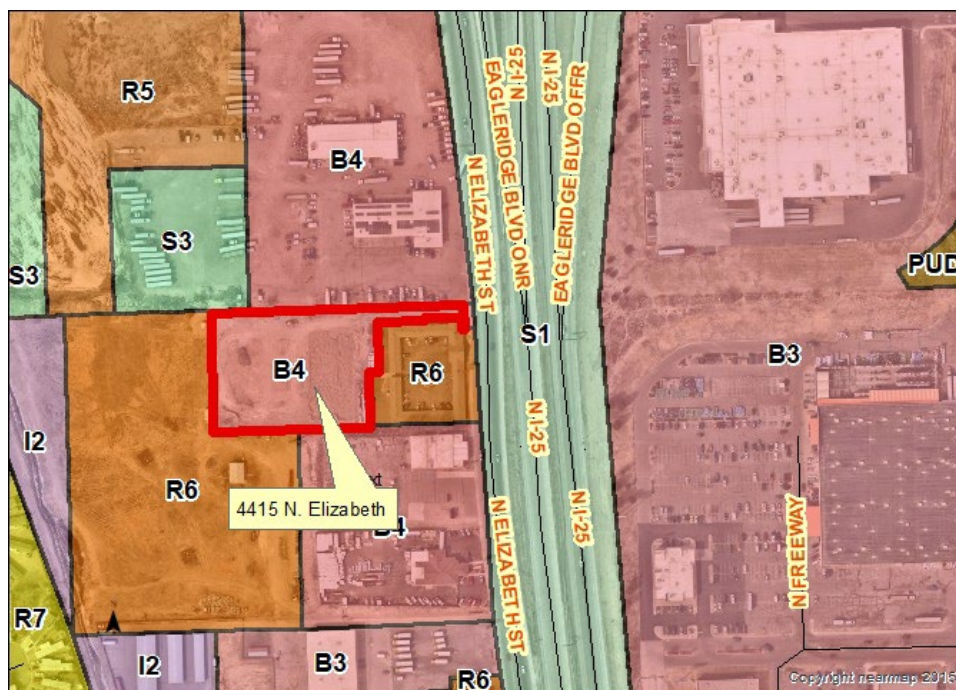
- A. Aerial Map
- B. Zoning Map
- C. Site Photos-Public Notice
- D. SRC Memo, July 25, 2023
- E. Supporting Documents
- F. Vacation Plat

**ATTACHMENTS:**

**A. Aerial Photograph**



**B. Zoning Map**





**Attachment C. Site Photos-Public Notice**







**Attachment D. SRC Memo, July 25, 2023**

*Andrew Hayes*  
Director Public Works  
Director  
Transportation Department  
*Steven Meier*  
Director Parks & Recreation



*Scott Hobson*  
Acting Director Planning &  
Community Development  
Executive Secretary of  
Planning & Zoning  
Commission

**MEMORANDUM**

**To:** Planning and Zoning Commission  
**From:** Subdivision Review Committee  
**Date:** July 25, 2023  
**Subject:** V-23-05 4415 N. Elizabeth St., Gredig Subdivision, Easement Vacation

---

**V-23-05 4415 N. Elizabeth St., Gredig Subdivision, Drainage Easement Vacation**

The subdivision review committee recommends that the Planning and Zoning commission recommend to City Council approval of the vacation request with no conditions:

## Attachment E. Supporting Documents

### GENERAL NOTES

1. SEE ATTACHED PLANS FOR ALL DIMENSIONS.
2. EXISTING UTILITIES SHOWN ON PLANS ARE FOR INFORMATION ONLY. CONTRACTOR TO VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
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### PLANNING

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### CONSTRUCTION

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### SELF STORAGE

#### LOT 2 GREGG SUBDIVISION

#### PUEBLO, CO 81008

**Plot Plan**

Scale: 1" = 10'

### SELF STORAGE

#### LOT 2 GREGG SUBDIVISION

#### PUEBLO, CO 81008

#### 4415 N. BELMONT

### CIVIL SHEET INDEX

| Sheet | Description                           |
|-------|---------------------------------------|
| C1.0  | CIVIL COVER SHEET (THIS PAGE)         |
| C2.0  | OBSCURATION PLAN                      |
| C3.0  | UTILITIES AND PARKING PLANS           |
| C4.0  | UTILITY PLAN                          |
| C5.0  | GRADING PLAN                          |
| C6.0  | SECTION CONTROL & TIE-IN CONTROL PLAN |
| C7.0  | DETAILS                               |

2441 S PRAIRIE AVENUE  
PUEBLO, CO 81005  
TEL 719.896.5274

STAMP

### SELF STORAGE

#### LOT 2 GREGG SUBDIVISION

#### PUEBLO, CO 81008

#### 4415 N. BELMONT

VICINITY MAP





## Planning &amp; Community Development

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

## Planning &amp; Zoning Application

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

| Property Owner                                                                                                                                                                                                                               |  | Applicant                                   |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------|--|
| Name: Scott Cobb                                                                                                                                                                                                                             |  | Name: Scott Cobb                            |  |
| Company: Sju To En LLC & Sanchez Investments LLC                                                                                                                                                                                             |  | Company: Sju To En LLC                      |  |
| Address: 4415 N Elizabeth St., Pueblo, CO                                                                                                                                                                                                    |  | Address: 945 Main St. Longmont, CO          |  |
| Zip: 81008                                                                                                                                                                                                                                   |  | Zip: 80501                                  |  |
| Phone: (720) 271-1726                                                                                                                                                                                                                        |  | Phone: (720) 271-1726                       |  |
| Email: scott@coloradoconstruction.org                                                                                                                                                                                                        |  | Email: scott@coloradoconstruction.org       |  |
| Engineer                                                                                                                                                                                                                                     |  | Surveyor                                    |  |
| Name: Joe Gagliano                                                                                                                                                                                                                           |  | Name: Randy Nelson                          |  |
| Company: Gagliano Engineering Inc.                                                                                                                                                                                                           |  | Company: Edward James Surveying             |  |
| Address: 1740 Eagleridge Blvd Unit 150 Pueblo, CO                                                                                                                                                                                            |  | Address: 4732 Eagleridge Circle, Pueblo, CO |  |
| Zip: 81008-1989                                                                                                                                                                                                                              |  | Zip: 81008                                  |  |
| Phone: (719) 547-7073                                                                                                                                                                                                                        |  | Phone: (719) 545-6240                       |  |
| Email: jvg@incasys.com                                                                                                                                                                                                                       |  | Email: randyn@ejsurveying.com               |  |
| <i>The applicant will be the primary contact unless otherwise noted.</i>                                                                                                                                                                     |  |                                             |  |
| Project Location:                                                                                                                                                                                                                            |  |                                             |  |
| (address or general description)                                                                                                                                                                                                             |  |                                             |  |
| Parcel No(s): 513061002 / Property ID 1043388                                                                                                                                                                                                |  |                                             |  |
| Existing Zone: COML ACG                                                                                                                                                                                                                      |  | Proposed Zone (if applicable): N/A          |  |
| PUD Name (if applicable): N/A                                                                                                                                                                                                                |  |                                             |  |
| Project Name: 4415 Storage Facility                                                                                                                                                                                                          |  |                                             |  |
| <input type="checkbox"/> Rearrangement of Property Boundaries:<br># of existing lots: _____ Total acres: _____                                                                                                                               |  |                                             |  |
| <input type="checkbox"/> Overall Development Plan                                                                                                                                                                                            |  |                                             |  |
| <input type="checkbox"/> Site Plan Review: Building area: _____ sf<br><input type="radio"/> HARP <input type="radio"/> Development Plan <input type="radio"/> PUD <input type="radio"/> Student Housing                                      |  |                                             |  |
| <input type="checkbox"/> Special Area Plan                                                                                                                                                                                                   |  |                                             |  |
| <input type="checkbox"/> Street Name Change: Existing Name: _____ Proposed Name: _____                                                                                                                                                       |  |                                             |  |
| <input type="checkbox"/> Subdivision: # of lots: _____ Total acres: _____                                                                                                                                                                    |  |                                             |  |
| <input type="checkbox"/> Text Amendment                                                                                                                                                                                                      |  |                                             |  |
| <input checked="" type="checkbox"/> Vacation: <input type="radio"/> Street <input type="radio"/> Alley <input type="radio"/> Easement <input checked="" type="checkbox"/> Other: Replace pre-existing drainage easement with detention pond. |  |                                             |  |
| <input type="checkbox"/> Other: _____                                                                                                                                                                                                        |  |                                             |  |

(Continue Next Page)

5/2020



EDWARD-JAMES SURVEYING, INC.

October 28, 2022  
Page 1 of 2

## LEGAL DESCRIPTION

## DETENTION EASEMENT

A PORTION OF NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 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 WEST LINE OF LOT 2, GREDIG SUBDIVISION, AS RECORDED IN THE PUEBLO COUNTY RECORDS UNDER RECEPTION NUMBER 1675082 ASSUMED TO BEAR N00°46'42"W A DISTANCE OF 249.90 FEET.

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 2, GREDIG SUBDIVISION, THENCE N00°46'42"W, ON THE WESTERLY BOUNDARY LINE OF SAID LOT 2, A DISTANCE OF 37.60 FEET; THENCE N89°13'47"E, A DISTANCE OF 187.50 FEET; THENCE ON A CURVE TO THE RIGHT AND WITH A CENTRAL ANGLE OF 89°03'10" WITH A RADIUS OF 7.51 FEET, A LENGTH OF 11.66 FEET; THENCE S00°44'23"E A DISTANCE OF 29.66 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF SAID LOT 2; THENCE S89°03'53"W, ON THE SOUTHERLY BOUNDARY LINE OF SAID LOT 2 A DISTANCE OF 195.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 7,265 SQUARE FEET OR 0.167 ACRES.

## LEGAL DESCRIPTION STATEMENT

I, RANDEL R. NELSON, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION, AND BELIEF IS CORRECT.



RANDEL R. NELSON, PROFESSIONAL LAND SURVEYOR  
COLORADO PLS NO. 38303  
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

926 ELKTON DRIVE  
COLORADO SPRINGS, CO 80907  
PHONE: (719) 576-1216  
FAX: (719) 576-1206

<http://ejsurveying.com>

4732 EABLERIDGE CIRCLE  
PUEBLO, CO 81008  
PHONE: (719) 545-6240  
FAX: (719) 545-6247



## Pueblo County Assessor's Real Property Search

Pueblo County Assessor's Real Property Search

513061002  
00000

Total Value  
\$170,481

### OVERVIEW

#### KEY INFORMATION

|                  |                                                  |             |                         |
|------------------|--------------------------------------------------|-------------|-------------------------|
| Owner            | SANCHEZ INVESTMENTS LLC / SJU TO EN LLC          |             |                         |
| Mailing Address  | 4415 N ELIZABETH ST 81008 PUEBLO CO              |             |                         |
| Legal            | LOT 2 GREDIG SUBDIVISION FORMERLY #05-130-00-088 |             |                         |
| Neighborhood     | 7037 - COM-Elizabeth W of I 25                   | Class       | -                       |
| Township         | -                                                | Range       | -                       |
| Section          | -                                                | Subdivision | COM-Elizabeth W of I 25 |
| Tax District     | 60B                                              |             |                         |
| Analysis Area    | 0.00                                             |             |                         |
| PropertyRecordID | 1043388                                          |             |                         |

#### VALUE INFORMATION

|      | VALUE     | ASSESSED |
|------|-----------|----------|
| LAND | \$0       | \$0      |
| LAND | \$170,481 | \$49,440 |

### IMPROVEMENTS

No data to display

### LAND DETAILS

| # | AREA | DEPTH | UNIT      | ACREAGE | SQUARE FOOTAGE | CLASS      | VALUE     |
|---|------|-------|-----------|---------|----------------|------------|-----------|
| 1 | 0    | 0.00  | 122943.00 | 1.88    | 81962.00       | Commercial | \$170,481 |
| 2 | 0    | 0.00  | 1.00      | 0.25    | 10820.00       | Vacant     | \$0       |

### TRANSFER HISTORY

NAMES ARE NOT NECESSARILY LISTED AS TITLE IS HELD, SOME MAY BE SHORTENED OR ABBREVIATED.  
PLEASE CONTACT THE ASSESSOR'S OFFICE AT (719)583-6603 FOR CORRECT OWNERSHIP.

| SALE DATE  | AMT       | RECEPTION | TYPE                       | GRANTEES                                | GRANTORS           | BOOK / PAGE |
|------------|-----------|-----------|----------------------------|-----------------------------------------|--------------------|-------------|
| 04/20/2022 | \$200,000 | 2273913   | GENERAL WARRANTY DEED(GWD) | SANCHEZ INVESTMENTS LLC / SJU TO EN LLC | KASIC JAMES F II   | -           |
| 03/05/2007 | \$130,000 | 1717098   | WARRANTY DEED(WD)          | KASIC JAMES F II                        | KASIC JAMES F II   | -           |
| 10/02/2000 | \$0       | 1352716   | QUIT CLAIM DEED(QCD)       | RAMBLER LLC                             | GREDIG CHRISTIAN A | -           |
| 08/02/2000 | \$450,000 | 1345139   | WARRANTY DEED(WD)          | GREDIG CHRISTIAN A                      | GREDIG CHRISTIAN A | -           |



GREDIG SUBDIVISION EASEMENT VACATION PLAT

A PORTION OF LOT 2, GREDIG SUBDIVISION, BEING A PORTION OF

THE NW 1/4 OF THE NE 1/4, SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M.

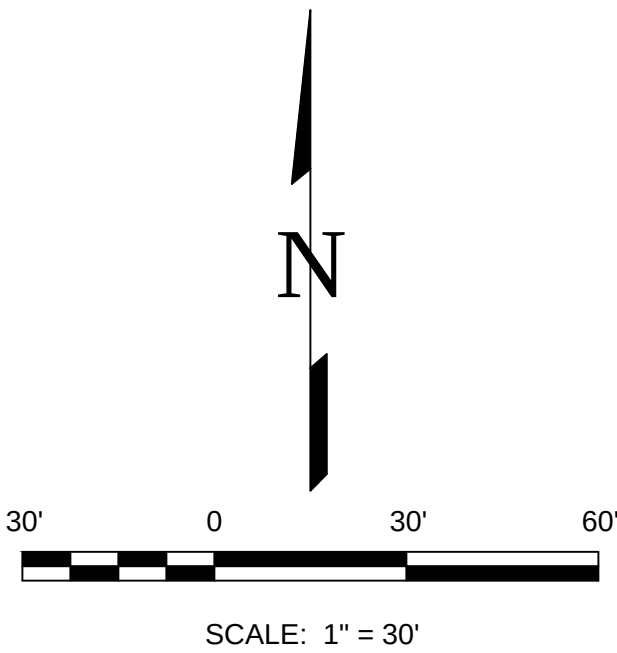
COTY OF PUEBLO, STATE OF COLORADO

FARICY SUBDIVISION FILING NO. 1



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.



EASEMENT VACATION

A PORTION OF NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 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 WEST LINE OF LOT 2, GREDIG SUBDIVISION, AS RECORDED IN THE PUEBLO COUNTY RECORDS UNDER RECEPTION NUMBER 1675082 ASSUMED TO BEAR N00°46'42\"W, A DISTANCE OF 249.90 FEET.

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 2, GREDIG SUBDIVISION, THENCE N00°46'42\"W, ON THE WESTERLY BOUNDARY LINE OF SAID LOTS 2, A DISTANCE OF 96.78 FEET; THENCE N89°13'18\"E, A DISTANCE OF 48.00 FEET; THENCE S00°46'42\"E A DISTANCE OF 36.68 FEET; THENCE S45°46'24\"E, A DISTANCE OF 28.28 FEET; THENCE N89°13'18\"E, A DISTANCE OF 132.00 FEET; THENCE S00°46'42\"E, A DISTANCE OF 39.55 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF SAID LOT 2, THENCE S89°03'53\"W, ON THE SOUTHERLY BOUNDARY LINE OF SAID LOT 2 A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 10,886 SQUARE FEET OR 0.250 ACRES.

SURVEYOR'S STATEMENT:

I, RANDEL R. NELSON, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, ON THE BASIS OF MY KNOWLEDGE, INFORMATION, AND BELIEF, DO HEREBY STATE THAT THIS VACATION PLAT HAS BEEN PREPARED UNDER MY RESPONSIBLE CHARGE IN OCTOBER OF 2022 TO NORMAL STANDARDS OF CARE OF A PROFESSIONAL LAND SURVEYOR PRACTICING IN THE STATE OF COLORADO. THIS MAP OR PLAT AND THE LAND SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE. THIS STATEMENT DOES NOT GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.



**RANDEL R. NELSON**, PROFESSIONAL LAND SURVEYOR  
COLORADO P.L.S. NO. 38303  
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

| 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



GREDIG SUBDIVISION  
EASEMENT VACATION PLAT

A PORTION OF LOT 2, GREDIG SUBDIVISION, BEING A PORTION OF  
THE NW 1/4 OF THE NE 1/4, SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M.  
COTY OF PUEBLO, STATE OF COLORADO

|              |          |
|--------------|----------|
| DRAWN BY     | RRN      |
| CHECKED BY   | RRN      |
| H-SCALE      | 1"=30'   |
| JOB NO.      |          |
| DATE CREATED | 10/10/22 |
| DATE ISSUED  | 10/27/22 |
| SHEET NO     | 1 OF 1   |

July 20, 2023

This is to inform you that the City of Pueblo Planning and Zoning Commission will hold a public hearing on a request by **Scott Cobb** for approval of the following application:

**V-23-05 Vacation:** 4115 N. Elizabeth St, application to vacate of 0.167 acre drainage easement in the Gredig Subdivision.

**The Planning and Zoning Commission meeting will be held on August 9, 2023, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGBnlCdHRrUHNFZnpPWGIYdz09>, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston).** You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit [www.pueblo.us/PandZ](http://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.**

Scott Hobson, Director  
Planning & Community Development  
**Bart Mikitowicz**, Senior Planner  
(719) 553-2321

July 20, 2023

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This is to inform you that the City of Pueblo Planning and Zoning Commission will hold a public hearing on a request by **Scott Cobb** for approval of the following application:

**V-23-05 Vacation:** 4115 N. Elizabeth St, application to vacate of 0.167 acre drainage easement in the Gredig Subdivision.

**The Planning and Zoning Commission meeting will be held on August 9, 2023, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGBnlCdHRrUHNFZnpPWGIYdz09>, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston).** You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit [www.pueblo.us/PandZ](http://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.**

Scott Hobson, Director  
Planning & Community Development  
**Bart Mikitowicz**, Senior Planner  
(719) 553-2321

CASE NUMBER: V-23-05

CERTIFICATION

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

July 25, 2023  
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

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

July 25, 2023  
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

| Owner                                           | OwnerStreet               | OwnerCity       | OwnerState |
|-------------------------------------------------|---------------------------|-----------------|------------|
| H-M PARTNERS                                    | 11120 TOMAHAWK CREEK PI   | LEAWOOD         | KS         |
| 4301 NORTH ELIZABETH LLC                        | 1394 S 21ST ST            | COLORADO SPRING | CO         |
| DEPT OF HIGHWAYS + STATE OF COLORADO            | 4201 E ARKANSAS AVE       | DENVER          | CO         |
| JIMSOCORENTALS LLC                              | 4289 N ELIZABETH ST       | PUEBLO          | CO         |
| SANCHEZ INVESTMENTS LLC / SJU TO EN             | 4415 N ELIZABETH ST       | PUEBLO          | CO         |
| FORTE ASSETS LLC                                | 4950 S YOSEMITE ST F2 160 | GREENWOOD       | CO         |
| SAM S REAL ESTATE BUSINESS + C/O WAL MART STORE | PO BOX 8050               | BENTONVILLE     | AR         |
| PARK HILL BAPTIST CHURCH                        | PO BOX 8147               | PUEBLO          | CO         |



**OwnerZip**

66211-2695

80904

80222-3406

81008-2001

81008

80111-1350

72712-8055

81008-8147



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** September 11, 2023

**TO:** President Heather Graham and Members of City Council

**CC:** Mayor Nicholas A. Gradisar

**VIA:** Marisa Stoller, City Clerk

**FROM:** Scott Hobson, Acting Director Planning and Community Development

**SUBJECT:** AN ORDINANCE APPROVING THE NORTH VISTA HIGHLANDS, FILING NO. 7 SUBDIVISION

**SUMMARY:**

The applicant is requesting to subdivide 248.276-acres into 19 parcels for future subdivision and development. The subdivision includes all of the North Vista Planned Unit Development (PUD) area north of Home of Heroes Parkway and west of Cedarweed Boulevard.

**PREVIOUS COUNCIL ACTION:**

North Vista Highlands Filing No. 2 approved by Ordinance No. 9846 on December 20, 2020 included portions of Parcel A, all of Parcels G and H as non-buildable parcels.

North Vista Highlands, Filing No. 4 approved by Ordinance No. 10069 on December 13, 2021 included a portion of Parcel A as a non-buildable parcel.

**BACKGROUND:**

The proposed subdivision divides the property into 19 parcels that are reserved for future subdivision, parks/open space parcels, and public rights-of-way. The purpose of the subdivision is to create parcels that may be sold to developers, who will then further subdivide and develop the property according to the North Vista PUD. Previously, portions of Parcel A, all of Parcels G, and H, were subdivided by North Vista Highlands, Filing No. 2 as non-buildable parcels. North Vista Highlands, Filing No. 4, subdivided a separate portion of Parcel A into a non-buildable parcel. The previously subdivided parcels in Filings 2 and 4 will be re-subdivided in Filing No. 7. All parcels will be labeled and dedicated as non-buildable parcels, which will require future resubdivision prior to any type of development. Parcels G and B will be the future western extension of the Home of Heroes Parkway. Parcel L will be resubdivided as the future alignment of Jerry Murphy Boulevard, connecting to Home of Heroes Parkway in the future. Following subdivision, the remaining parcels, will be resubdivided for development according to

the North Vista Master Plan, Planned Unit Development.

**FINANCIAL IMPLICATIONS:**

There are no financial implications for the City.

**BOARD/COMMISSION RECOMMENDATION:**

The Planning and Zoning Commission, at their August 9, 2023 Regular Meeting, voted 5-0 to recommend approval. Commissioners Aznar and Pasternak absent.

**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.

**ALTERNATIVES:**

If City Council does not approve this Ordinance, the site will not be resubdivided which will impede development of the site.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. S-23-02 Attachments



ORDINANCE NO.

AN ORDINANCE APPROVING THE NORTH VISTA HIGHLANDS,  
FILING NO. 7 SUBDIVISION

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

SECTION 1.

The final plat of the North Vista Highlands, Filing No. 7, being a subdivision of land legally described as:

A parcel of land located in the N 1/2 of Section 7 and the NW 1/4 of Section 8, Township 20 South, Range 64 West of the 6th P.M. in the County of Pueblo and State of Colorado and being more particularly described as follows:

The NW 1/4 of Section 7, lying Westerly of County Road (Overton Road) as presently located, except that portion conveyed to the City of Pueblo in the Deed recorded July 8, 1952 in Book 1187 at Page 292, and except that portion conveyed to Robert C. and Barbara Barr in the Deed recorded September 20, 2016 at Reception No. 2048608, and except that portion conveyed to William G. and Terri Lorenz in the Deed recorded September 20, 2016 at Reception No. 2048609

AND

A portion of Parcel "A", all of Parcels "G", and "H" as platted in North Vista Highlands, Filing No. 2, according to the recorded plat thereof as filed for record on August 02, 2021 at Reception No. 2240303 in the Pueblo County Records.

AND

A portion of Parcel "A" as platted in North Vista Highlands, Filing No. 4, according to the recorded plat thereof as filed for record on December 21, 2021 at Reception No. 2257458 in the Pueblo County Records.

Containing 248.276 acres, more or less

attached hereto, is hereby approved. All dedicated streets, utility and drainage easements, rights-of-way and land set aside for public sites, parks and open spaces shown and dedicated on said plat are hereby accepted for public use.

SECTION 2.

The acceptance of such dedicated streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces by the City does not obligate the City to maintain or repair same until such streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces have been constructed and installed in compliance and in accordance with the requirements and provisions of Chapter 4, Title XII of the Pueblo Municipal Code, as amended and any agreement entered into pursuant thereto.

SECTION 3.

Neither the adoption of this Ordinance nor the requirements imposed hereby shall create any duty or obligation of any person, firm, corporation or other entity with regard to the

enforcement or nonenforcement of this Ordinance or the City's Subdivision Ordinances and regulations. No person, firm, corporation or other entity shall have any private right of action, claim or demand against the City or its officers, employees or agents, for any injury, damage or liability arising out of or in any way connected with the adoption, enforcement, or nonenforcement of this Ordinance or the Subdivision Ordinance and Regulations of the City, or the engineering, surveying, drainage improvement or other work or improvements required thereby. Nothing in this Ordinance or in the City's subdivision Ordinances and regulations shall create or be construed to create any claim, demand or liability against the City or its officers, employees or agents, or to waive any of the immunities, limitations on liability, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et seq. Colorado Revised Statutes, or to waive any immunities or limitations on liability otherwise available to the City or its officers, employees or agents.

#### SECTION 4.

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 5.

This Ordinance shall be approved upon final passage but shall not become effective until: (a) all information, documents, drawings, profiles, and plat required by Chapter 4 of Title XII of the Pueblo Municipal Code meeting and complying with the subdivision requirements of the City with such modifications, if any, approved by City Council, have been filed with and approved by the Director of Public Works, and (b) the final subdivision plat is recorded in the office of the Pueblo County Clerk and Recorder. If any such filings and approvals have been deferred pursuant to Section 12-4-5(b)(2) of the Pueblo Municipal Code and are not for any reason filed and approved within one (1) year after final passage of this Ordinance, or within any extended period granted by Resolution of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the Subdivider. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

#### 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



A PARCEL OF LAND LOCATED IN SECTIONS 5, 6, 7 AND 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.  
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



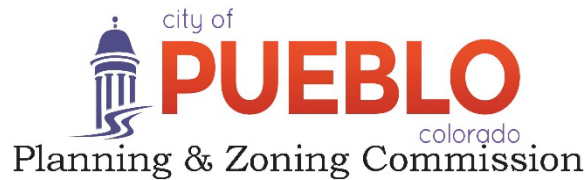
JUN 17 00927



Mike Castellucci  
Chair

Patrick Avalos  
Vice Chair

Sarah Martinez  
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

## ***MINUTES OF REGULAR MEETING***

City of Pueblo, Colorado

Wednesday, August 9, 2023, 2023 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

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

**Commissioners Present:** Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Lisa Bailey, Sarah Martinez (Martinez arrived at 3:37 p.m.)

**Commissioners Absent:** Alexandra Aznar, Christopher Pasternak.

**Staff Members Present:** Paul Willumstad, Board Attorney; Scott Hobson, Acting Director for Development of Planning and Community Development, Beritt Odom, Principal Planner; Mikaylin Hackley Planner, Joe Martellaro, Associate Engineer, and Cindy Capritta, Land Use Technician.

**Staff Members Absent:** None

**APPROVAL OF THE AGENDA:** Bailey moved to approve the July 12, 2023, agenda, seconded by, Avalos.

**Motion Passed: 4-0**

### **REGULAR AGENDA:**

#### **Public Hearing:**

**3. S-23-02\_ North Vista Filing, No. 7, Subdivision:** A subdivision of 847.54-acres into 19 parcels reserved for future subdivision into buildable lots, parks/open space parcels, and public rights-of-way. Generally located west of Cedarweed Blvd. and south of the future western extension of Home of Heroes Parkway. Staff report by Beritt Odom, Principal Planner.

**Public Hearing:** Applicant, Michael Cuppy was sworn in and spoke in favor of the application. Sworn in and speaking in opposition to the application were Dana Dorr, John Millea and Chad Demarco.

**Commission Action:** Bailey moved to recommend the application to City Council, seconded by Spinuzzi with Staff Conditions 1-5.

**Motion Passed: 5-0**



DEPARTMENT OF PUBLIC WORKS

## MEMORANDUM

**TO:** Beritt Odom, Principal Planner

**CC:** Michelle Cruz, Administrative Technician  
Subdivision File

**FROM:** Joe Martellaro, Associate Engineer II

**SUBJECT:** S-23-02 North Vista Highlands, Filing No. 7

**DATE:** August 30, 2023

---

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

Mike Castellucci  
Chair

Patrick Avalos  
Vice Chair

Sarah Martinez  
City Council Representative

  
**city of PUEBLO**  
colorado  
**Planning & Zoning Commission**

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

## S-23-02

**TO:** City of Pueblo, Planning and Zoning Commission  
**FROM:** Beritt Odom, Principal Planner  
**THROUGH:** Scott Hobson, Acting Director of Planning and Community Development  
**DATE:** August 9, 2023  
**SUBJECT:** North Vista Highlands, Filing No. 7  
**APPLICANT:** Michael Cuppy, NorthStar Engineering and Surveying  
**PROPERTY OWNER:** David Resnick, North Vista Pueblo Land Investment, LLC  
**LOCATION:** Generally located west of Cedarweed Blvd. and north of the future western extension of Home of Heroes Parkway.  
  
**EXISTING ZONE:** PUD, North Vista  
**CONCURRENT REQUESTS:** None

**REQUEST:**

The applicant is requesting to subdivide 248.276-acres into 19 parcels reserved for future subdivision and development. The subdivision includes all of the North Vista PUD area north of Home of Heroes Parkway and west of Cedarweed Boulevard.

**STAFF REVIEW AND FINDINGS:**

The proposed subdivision divides the property into 19 parcels that are reserved for future subdivision, parks/open space parcels, and public rights-of-way. The purpose of the subdivision is to create parcels that may be sold to developers, who will then further subdivide and develop the property according to the North Vista PUD. Previously, portions of Parcel A, all of Parcels G, and H, were subdivided by North Vista Highlands, Filing No. 2 as non-buildable parcels. North Vista Highlands, Filing No. 4, subdivided a separate portion of Parcel A into a non-buildable parcel. The previously subdivided parcels in Filings 2 and 4 will be re-subdivided in Filing No. 7.

All parcels will be labeled and dedicated as non-buildable parcels, which will require future resubdivision prior to any type of development. Parcels G and B will be the future western extension of the Home of Heroes Parkway. Parcel L will be resubdivided as the future alignment of Jerry Murphy Boulevard, connecting to Home of Heroes Parkway in the future. Following subdivision, the remaining parcels, will be resubdivided for development according to the North Vista Master Plan, Planned Unit Development.

**APPLICABLE REGULATIONS:**

Sec. 17-4-1 through 6 of the Pueblo Municipal Code (PMC) concerning zone district regulations; Sec. 12-4-6(b)(1) through (3) concerning the necessary information and supporting documents to be submitted for review and required drawing to be recorded; and Sec. 12-4-7 concerning the minimum standards for all subdivisions.



**ANALYSIS:**

The proposed Subdivision conforms with the applicable Municipal Codes.

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

|                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Requests for Modifications to Requirements:</b>                                                                                                                   | Not applicable, all parcels are non-buildable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Request for Deferred Filings</b>                                                                                                                                  | Not applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Plat Deficiencies:</b>                                                                                                                                            | Not applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Conditions of Approval:</b><br>(Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.) | <ol style="list-style-type: none"> <li>1. All parcels must be labeled as un-buildable on all plat sheets.</li> <li>2. Amend the subdivision plat according to the attached redlines provided by Joe Martellaro, Associate Engineer, II.</li> <li>3. Label existing Jerry Murphy Rd. (south of the proposed plat), DOT</li> <li>4. Plat dedication statement for Parcels, A, C, D, E, F, H, J, K, L, M, N, O, P, Q, R, and S shall be amended to state that they are hereby reserved for future development and are un-buildable, DOT</li> <li>5. Plat dedication statement for Parcels, B, F, I, G, and L shall state that they are reserved for access, future development, and are un-buildable, DOT</li> </ol> |

---

**PLANNING AND COMMUNITY DEVELOPMENT COMMENTS**
**CHARACTER AND COMPATIBILITY:**

❑ **Site Character:**

The subject property is unimproved.

❑ **Neighborhood Compatibility:**

|       |                                                                                                                                                            |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| North | Pueblo County A-1, undeveloped                                                                                                                             |
| East  | North Vista PUD, North Vista, Highlands, Filing No. 2 and Filing No. 4, unimproved subdivision dedicated for residential, mixed-use residential and parks. |
| South | R-2, University Hills Subdivision, Filing No. 1, University Park Subdivision, 18 <sup>th</sup> Filing, developed with single-family homes.                 |
|       | B-3, R-5, and A-1, all unimproved                                                                                                                          |
| West  | A-1, unimproved                                                                                                                                            |

❑ **Comprehensive Plan Compliance:**

The project site is designated by the Pueblo Regional Comprehensive Plan as “Suburban Neighborhood.” Suburban Neighborhoods are predominantly single-family detached and attached homes on similarly sized lots and future development should accommodate a similar mix of lot sizes and housing types. Additionally, pedestrian and bicycle connectivity should be provided within and between neighborhoods.

**The proposed North Vista Highlands, Filing No. 7, creates 19 parcels to be resubdivided into lots, open space, and public right of way for uses allowed in the North Vista PUD. There are no proposed uses at this time.**

**ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:**

□ **Minimum lot size and width:**

- Not applicable, the proposed parcels are non-buildable and must be resubdivided prior to development.

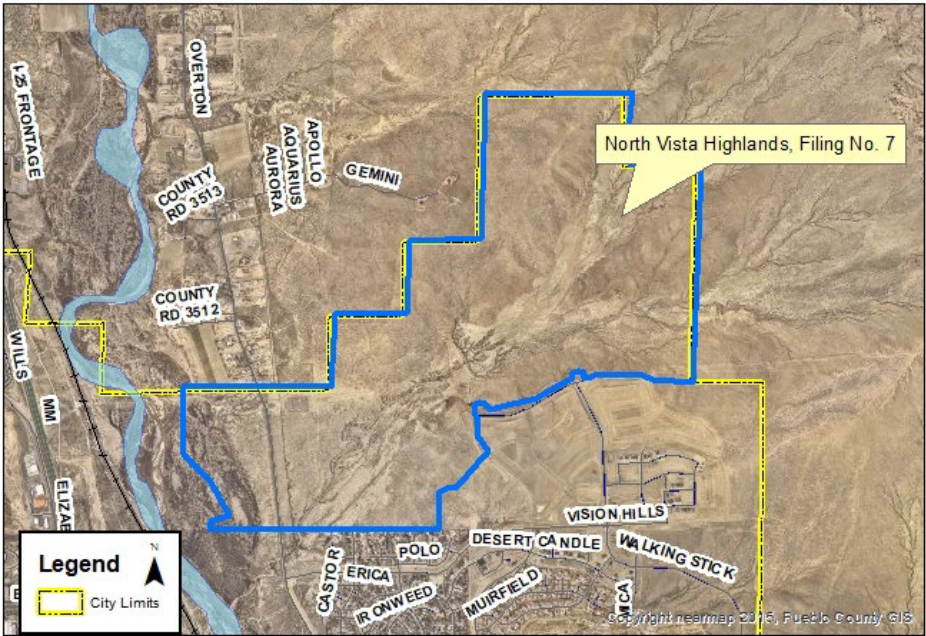
**REFERRAL AGENCIES AND COMMENTS:**

- City Public Works-Comments listed in conditions
- City Transportation-Please refer to the August 2, 2023 email from Melanie Turner, Traffic Engineer.
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- Pueblo Board of Water Works-No comment
- City Wastewater-No comment.
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- City GIS-No Comment
- Xcel Energy-No Comment
- Black Hills Energy-No comment
- CDOT-No comment

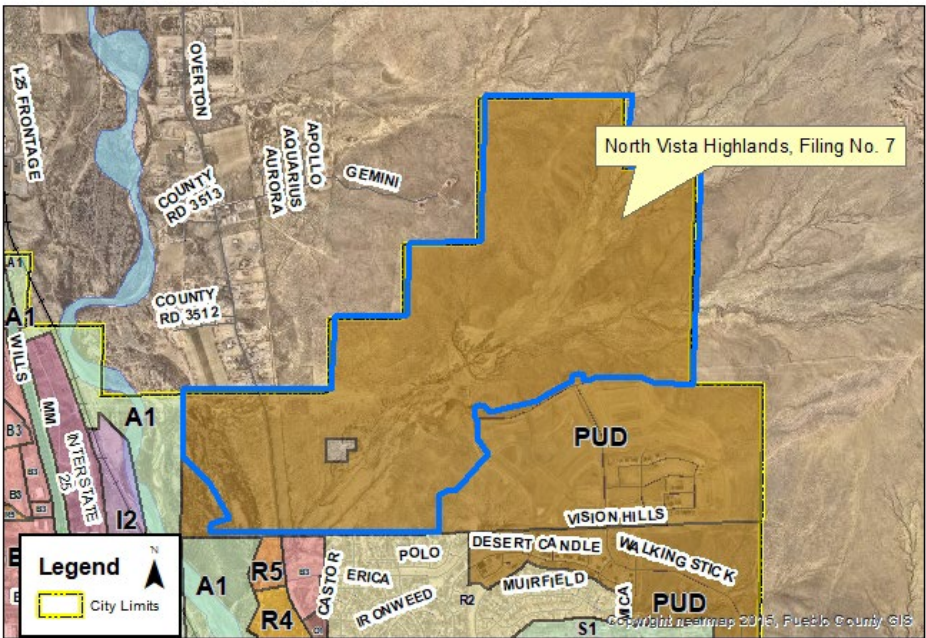
**ATTACHMENTS:**

- A. Aerial Photograph
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photographs
- E. SRC Memo August 2, 2023
- F. Subdivision Plat, redlined by Joe Martellaro, Associate Engineer II
- G. Subdivision Application
- H. Comment and condition email, August 2, 2023, from Melanie Turner, Traffic Engineer

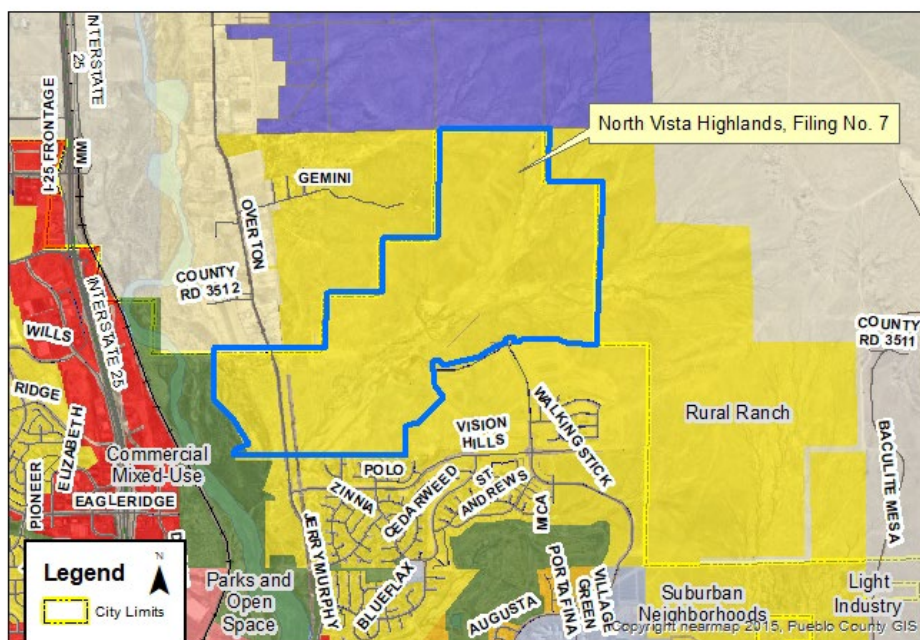
**ATTACHMENTS:**



**A. Aerial Photograph**



**B. Zoning Map**



### C. Comprehensive Plan



**Attachment D. Site Photos**



North Vista Highlands, Filing No. 7, looking north from Overton Rd.



North Vista Highlands, Filing No. 5, looking north from Overton Rd.

*Andrew Hayes*  
Director Public Works  
Director  
Transportation Department  
*Steven Meier*  
Director Parks & Recreation



*Scott Hobson*  
Acting Director Planning &  
Community Development  
Executive Secretary of  
Planning & Zoning  
Commission

## MEMORANDUM

**To:** Planning and Zoning Commission

**From:** Subdivision Review Committee

**Date:** August 2, 2023

**Subject:** S-23-02 North Vista Highlands, Filing No. 7

|                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Requests for Modifications to Requirements:</b>                                                                                                                   | Not applicable, all parcels are non-buildable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Request for Deferred Filings</b>                                                                                                                                  | Not applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Plat Deficiencies:</b>                                                                                                                                            | Not applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Conditions of Approval:</b><br>(Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.) | <ol style="list-style-type: none"><li>1. All parcels must be labeled as un-buildable on all plat sheets.</li><li>2. Amend the subdivision plat according to the attached redlines provided by Joe Martellaro, Associate Engineer, II.</li><li>3. Label existing Jerry Murphy Rd. (south of the proposed plat), DOT</li><li>4. Plat dedication statement for Parcels, A, C, D, E, F, H, J, K, L, M, N, O, P, Q, R, and S shall be amended to state that they are hereby reserved for future development and are un-buildable, DOT</li><li>5. Plat dedication statement for Parcels, B, F, I, G, and L shall state that they are reserved for access, future development, and are un-buildable, DOT</li></ol> |



# NORTH VISTA HIGHLANDS, FILING NO. 7

A PARCEL OF LAND LOCATED IN SECTIONS 5, 6, 7 AND 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.  
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

## - DEDICATION -

KNOW ALL MEN BY THESE PRESENTS: That NORTH VISTA PUEBLO LAND INVESTMENT, LLC, a Colorado Limited Liability Company being the sole owner of the following property:

A parcel of land located in Sections 5, 6, 7, and 8, Township 20 South, Range 64 West of the 6th P.M. in the County of Pueblo and State of Colorado and being more particularly described as follows:

The NW 1/4 of the SW 1/4, the SW 1/4 of the NE 1/4, the W 1/2 of the SE 1/4 of Section 5, except that portion platted as Parcel "C" in North Vista Highlands, Filing No. 2, according to the recorded plat thereof as filed for record on August 02, 2021 at Reception No. 2240303 in the Pueblo County Records.

AND

The NE 1/4 of the SE 1/4 of Section 6

AND

The NW 1/4 of Section 7, lying Westerly of County Road (Overton Road) as presently located, except that portion conveyed to the City of Pueblo in the Deed recorded July 8, 1952 in Book 1187 at Page 292, and except that portion conveyed to Robert C. and Barbara Barr in the Deed recorded September 20, 2016 at Reception No. 2048608, and except that portion conveyed to William G. and Terri Lorenz in the Deed recorded September 20, 2016 at Reception No. 2048609

AND

All of the parcels platted as "A", "G", and "H" in North Vista Highlands, Filing No. 2, according to the recorded plat thereof as filed for record on August 02, 2021 at Reception No. 2240303 in the Pueblo County Records.

AND

All of Parcel "A" in North Vista Highlands, Filing No. 4, according to the recorded plat thereof as filed for record on December 21, 2021 at Reception No. 2257458 in the Pueblo County Records.

Containing 847.54 acres, more or less

Have caused the foregoing described property to be surveyed, platted and subdivided into parcels, the same to be numbered, platted, subdivided, dimensioned as shown on the annexed plat, for the purpose of creating a subdivision to be known as NORTH VISTA HIGHLANDS, FILING NO. 7.

Parcels A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, and S are hereby reserved for future development.

The Owner executing this plat confirms that the property subject to this plat is also subject to the Declaration of Covenants, Conditions and Restrictions for North Vista Highlands recorded in the real property records of Pueblo County on February 14, 2019, at Reception No. 2130861, as amended and supplemented of record. The Owner affirms and ratifies the terms, covenants, conditions and restrictions of that Declaration, as amended and supplemented of record.

IN WITNESS WHEREOF, David Resnick, the Manager of NORTH VISTA PUEBLO LAND INVESTMENT, LLC, a Colorado Limited Liability Company, sets his hand and seal this \_\_\_\_\_, day of \_\_\_\_\_, A.D.:

NORTH VISTA PUEBLO LAND INVESTMENT, LLC  
a Colorado Limited Liability Company

David Resnick, Manager  
NORTH VISTA PUEBLO LAND INVESTMENT, LLC

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )SS

I, \_\_\_\_\_, a Notary Public in and for the County of \_\_\_\_\_, State of \_\_\_\_\_, do hereby certify that David Resnick, the Manager of NORTH VISTA PUEBLO LAND INVESTMENT, LLC, who is personally known to me to be the identical person who signed the foregoing dedication, appeared before me this day in person and acknowledged the execution thereof to be his free and voluntary act for the uses and purposes therein set forth as the deed of said Company.

WITNESS my hand and notarial seal this \_\_\_\_\_, day of \_\_\_\_\_, A.D.:

My Commission Expires:

Address:

Notary Public

Date

The Owner executing this plat confirms that the property subject to this plat is also subject to the Declaration of Covenants, Conditions and Restrictions for North Vista Highlands recorded in the real property records of Pueblo County on February 14, 2019, at Reception No. 2130861, as amended and supplemented of record. The Owner affirms and ratifies the terms, covenants, conditions and restrictions of that Declaration, as amended and supplemented of record.

## Consent to this Plat by Successor Founder

The undersigned, as Successor Founder (also sometimes known and referred to as the Founder) under the Declaration recorded in the real property records of Pueblo County on February 14, 2019, at Reception No. 2130861, as amended and supplemented of record, has the right to approve this plat, which right is exercised by the Successor Founder by signature below.

Jevin Investments, Inc., David Resnick, President

By: \_\_\_\_\_  
David Resnick, President

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )SS

Subscribed and sworn to before me by \_\_\_\_\_, as President of Jevin Investments, Inc., on this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_ A.D.:

WITNESS my hand and notarial seal this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_ A.D.:

My Commission Expires:

Address:

Notary Public

Date

## - SURVEYOR'S CERTIFICATION -

This is to certify that we have prepared the annexed plat and that it complies with the minimum standards for Land Survey Plats as set forth in Section 38-51-106 Et. Seq., C.R.S. 1994 (as amended). We have performed the accompanying survey and it was conducted by me or under my responsible charge. All lines and dimensions are correctly shown hereon to the best of my knowledge and belief.

Date:

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

By: \_\_\_\_\_  
Michael Leland Cuppy,  
Colorado Registered Professional  
Land Surveyor No. 38485  
For and on Behalf of  
NorthStar Engineering and Surveying, Inc.

## - IMPROVEMENT CERTIFICATION -

This is to certify that the Subdivider has complied with Alternate No. 4 of Section 12-4-7(J) (1) and with Section 12-4-5 (b), of the 1971 Code of Ordinances, City of Pueblo, County of Pueblo, State of Colorado.

Director of Public Works

Date

## - PLANNING COMMISSION CERTIFICATION -

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

Chairperson Planning Commission

Date

## - NOTICE -

NOTICE is hereby given that acceptance of this platted subdivision by the City of Pueblo, does not constitute an acceptance of the dedicated public roads, park, and other public improvements for maintenance by the City. Until such dedicated public roads and other parks and public improvements meet the requirements, standards, and specifications, of the City, its subdivision ordinance, and where appropriate, its Park's Department specifications, and such are specifically approved and accepted in writing by the City Director of Public Works and where applicable, the City Director of Parks and Recreation, the maintenance, construction and all other matters pertaining to or affecting said dedicated public roads, parks and other public improvements and rights-of-way are the sole responsibility of the Subdivider or any subsequent owner(s) of the land within this subdivision. City does not accept the private roads, easements and facilities dedicated hereon, nor shall the City be obligated to maintain, construct or repair such private roads, easements, and facilities.

## - APPROVAL FOR RECORDING -

Approved by City Council of Pueblo, Colorado, by Ordinance No. \_\_\_\_\_.

This is to certify that the plat of NORTH VISTA HIGHLANDS, FILING NO. 7 has been approved for recording in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado.

City Clerk

Date

## LEGEND:

- FOUND 2 1/2" DIAMETER ALUMINUM CAP, PLS 16128
- FOUND 3 1/4" DIAMETER ALUMINUM CAP WITH NO. 6 REBAR, PLS 38485
- FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, PLS 12933
- FOUND 3 1/4" DIAMETER ALUMINUM CAP WITH NO. 6 REBAR, PLS 12933
- FOUND 2" DIA. STEEL PIPE FILLED WITH CONCRETE, WITH TAG WASHER
- FOUND NO. 4 REBAR WITH PLASTIC CAP, PLS 12697
- FOUND AXLE WITH WASHER TAG, PLS 12933
- FOUND NO. 4 REBAR WITH PLASTIC CAP, PLS 30107
- FOUND NAIL WITH WASHER, PLS 12933
- SET NO. 4 REBAR WITH YYELLOW PLASTIC CAP, PLS 38485
- MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS

R.O.W. RIGHT-OF-WAY

- (R) RADIAL
- (D) DEED
- (M) MEASURED
- (P) PLAT

## BASIS OF BEARINGS:

EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.  
TO BEAR N. 01°25'55" E.

PREPARED BY:

NORTHSTAR ENGINEERING AND SURVEYING, INC.

## MONUMENTATION MAP

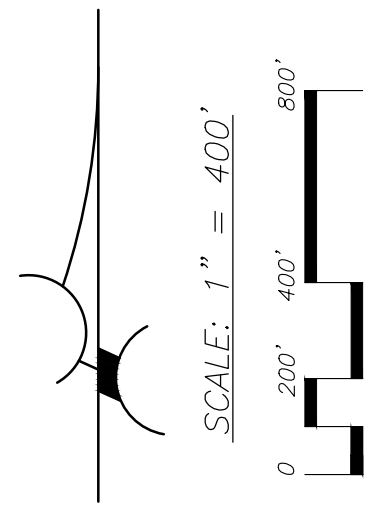
NOT TO SCALE





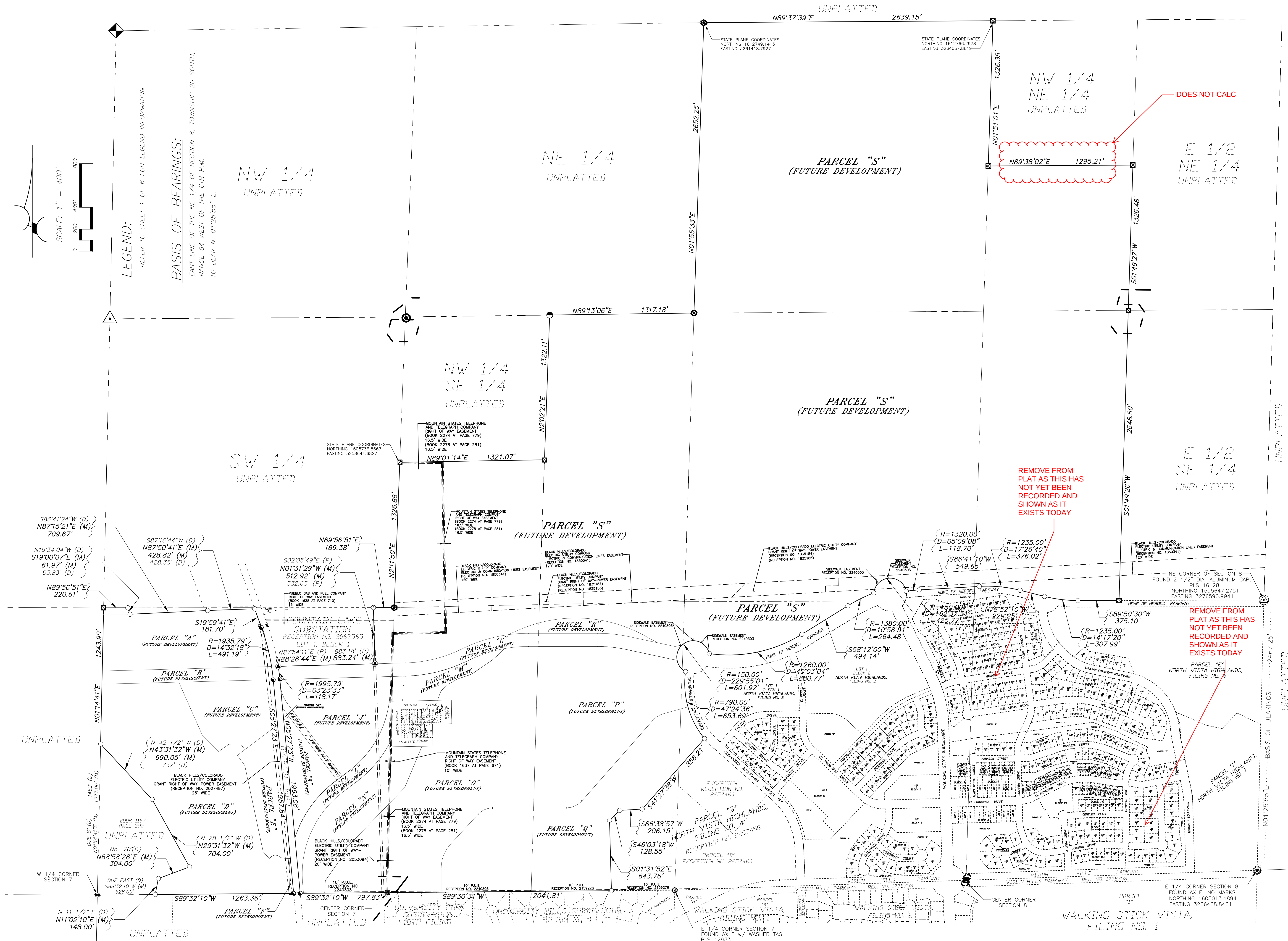
# NORTH VISTA HIGHLANDS, FILING NO. 7

A PARCEL OF LAND LOCATED IN SECTIONS 5, 6, 7 AND 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.  
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



**LEGEND:**  
REFER TO SHEET 1 OF 6 FOR LEGEND INFORMATION

**BASIS OF BEARINGS:**  
EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH,  
RANGE 64 WEST OF THE 6TH P.M.  
TO BEAR N. 01°25'55" E.



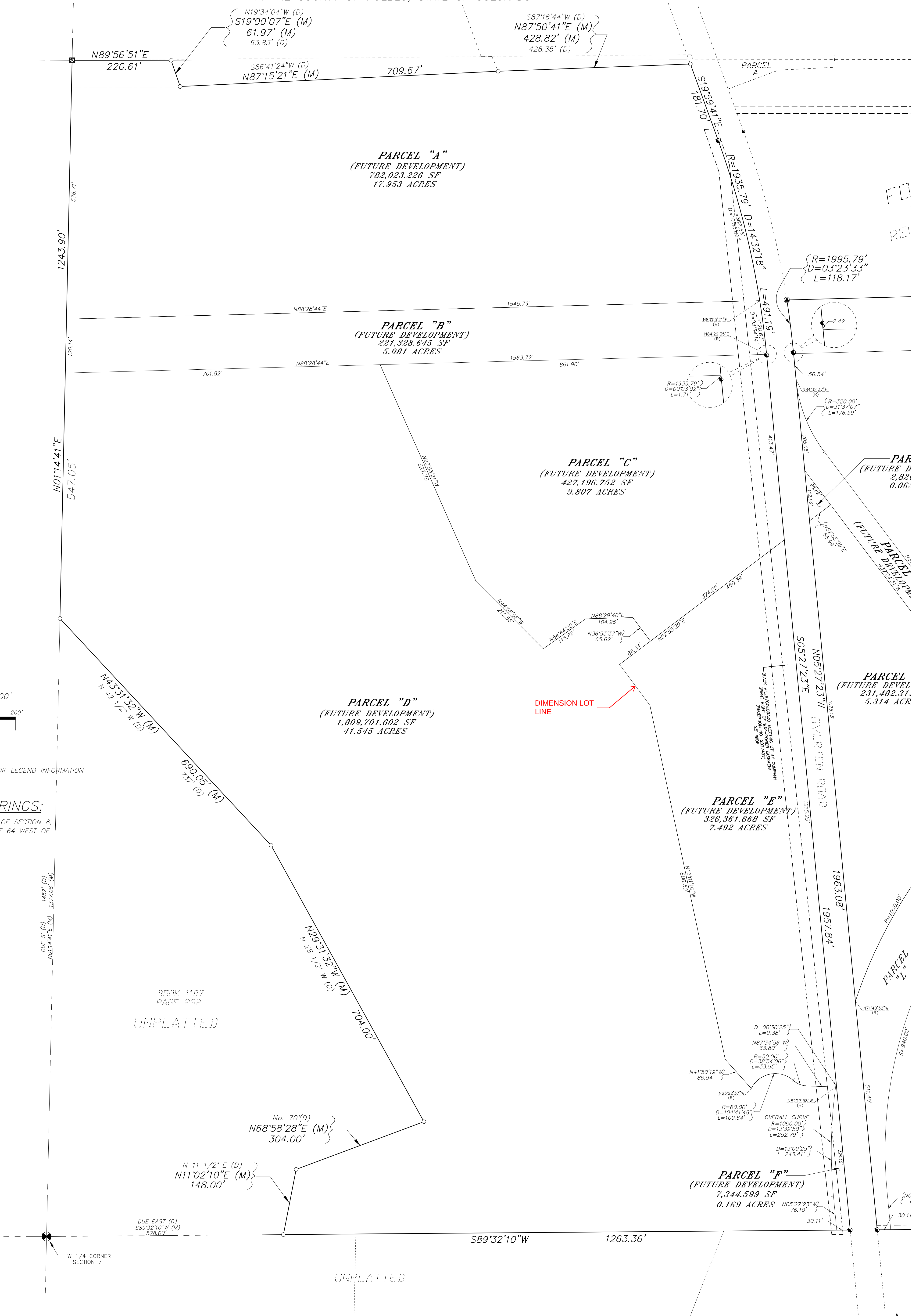
PREPARED

Y: NORTHSTAR ENGINEERING AND SURVEYING, INC.



# NORTH VISTA HIGHLANDS, FILING NO. 7

A PARCEL OF LAND LOCATED IN SECTIONS 5, 6, 7 AND 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.  
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

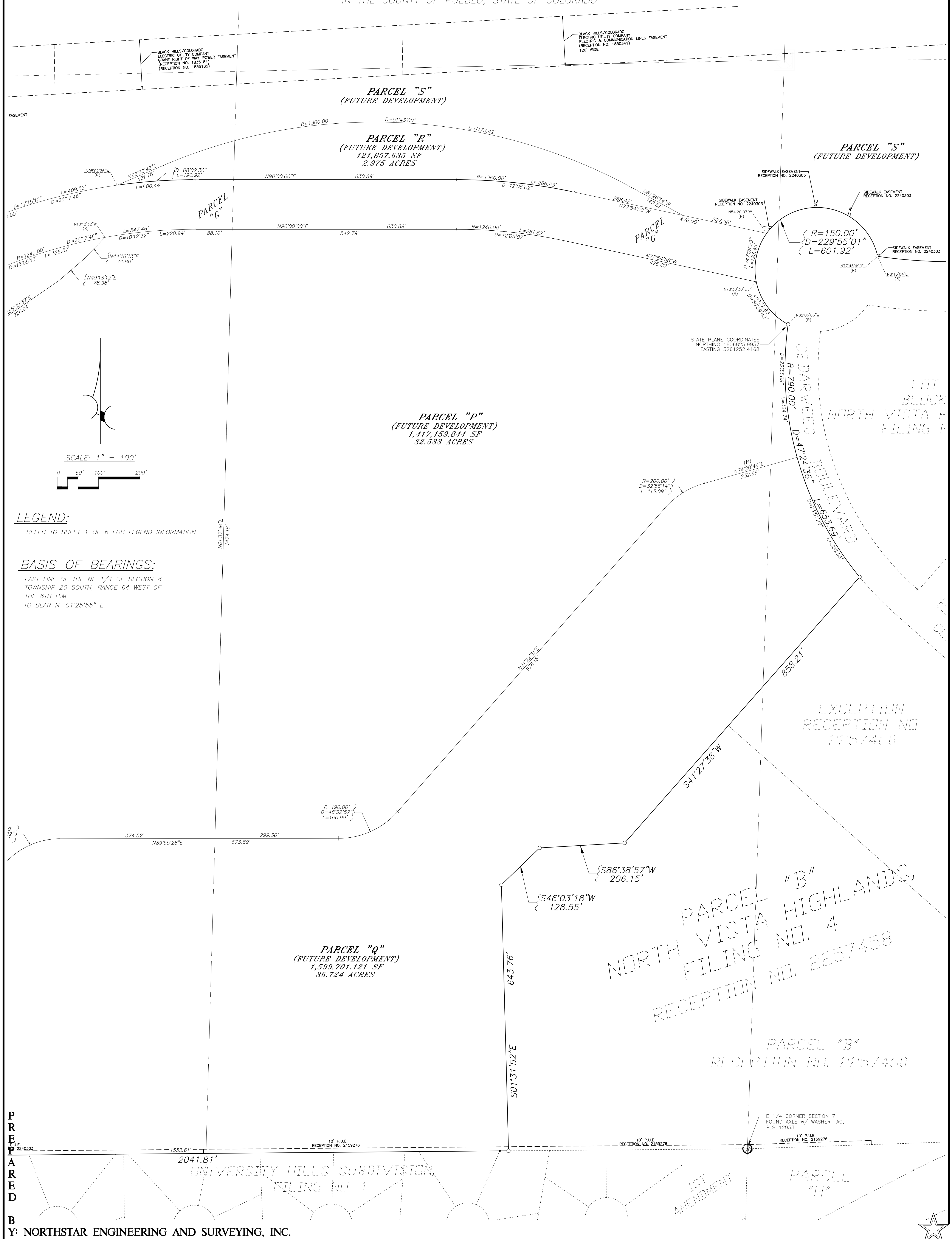


A PARCEL OF LAND LOCATED IN SECTIONS 5, 6, 7 AND 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.  
IN THE COUNTY OF PUEBLO, STATE OF COLORADO





A PARCEL OF LAND LOCATED IN SECTIONS 5, 6, 7 AND 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.  
IN THE COUNTY OF PUEBLO, STATE OF COLORADO





A PARCEL OF LAND LOCATED IN SECTIONS 5, 6, 7 AND 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.  
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

[illegible]

SCALE: 1" = 400'

The diagram shows a cross-section of a road with three distinct elevation levels. The first segment, 200 feet wide, is at an elevation of 100 feet. The second segment, 400 feet wide, is at a lower elevation of 50 feet. The third segment, 800 feet wide, is at an elevation of 100 feet. The road is shown in profile, with the ground surface indicated by a solid line and the road bed by a dashed line.

**B  
Y: NORTHSTAR ENGINEERING AND SURVEYING, INC.**

## Planning & Zoning Application

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

| Contact Info  | Property Owner                                                                                                                                                                                         |            | Applicant                                        |            |  |  |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------------------------------------------|------------|--|--|
|               | Name: David Resnick                                                                                                                                                                                    |            | Name:                                            |            |  |  |
|               | Company: North Vista Pueblo Land Investment, LLC.                                                                                                                                                      |            | Company:                                         |            |  |  |
|               | Address: 3819 Broadview Place, Castle Rock                                                                                                                                                             | Zip: 80109 | Address:                                         | Zip:       |  |  |
|               | Phone: (619) 838-8855                                                                                                                                                                                  |            | Phone: ( )                                       |            |  |  |
|               | Email: djresnick@gmail.com                                                                                                                                                                             |            | Email:                                           |            |  |  |
|               | Engineer                                                                                                                                                                                               |            | Surveyor                                         |            |  |  |
|               | Name: Michael Cuppy                                                                                                                                                                                    |            | Name: Michael Cuppy                              |            |  |  |
|               | Company: Northstar Engineering & Surveying, Inc.                                                                                                                                                       |            | Company: Northstar Engineering & Surveying, Inc. |            |  |  |
|               | Address: 111 E. 5th St.                                                                                                                                                                                | Zip: 81003 | Address: 111 E. 5th St.                          | Zip: 81003 |  |  |
| Property Info | Phone: (719) 544-6823                                                                                                                                                                                  |            | Phone: (719) 544-6823                            |            |  |  |
|               | Email: mcuppy@northstar-co.com                                                                                                                                                                         |            | Email: mcuppy@northstar-co.com                   |            |  |  |
|               | <i>The applicant will be the primary contact unless otherwise noted.</i>                                                                                                                               |            |                                                  |            |  |  |
|               |                                                                                                                                                                                                        |            |                                                  |            |  |  |
| Project Scope | <b>Project Location:</b> North Vista Highlands Overall Area<br>(address or general description)                                                                                                        |            |                                                  |            |  |  |
|               | Parcel No(s):                                                                                                                                                                                          |            |                                                  |            |  |  |
|               | Existing Zone: PUD                                                                                                                                                                                     |            | Proposed Zone (if applicable):                   |            |  |  |
|               | PUD Name (if applicable): North Vista Master Plan                                                                                                                                                      |            |                                                  |            |  |  |
| Project Scope | <b>Project Name:</b> North Vista Highlands, Filing No. 7                                                                                                                                               |            |                                                  |            |  |  |
|               | <input type="checkbox"/> Rearrangement of Property Boundaries:<br># of existing lots: _____ Total acres: _____                                                                                         |            |                                                  |            |  |  |
|               | <input type="checkbox"/> Overall Development Plan                                                                                                                                                      |            |                                                  |            |  |  |
|               | <input type="checkbox"/> Site Plan Review: Building area: _____sf<br><input type="radio"/> HARP <input type="radio"/> Development Plan <input type="radio"/> PUD <input type="radio"/> Student Housing |            |                                                  |            |  |  |
|               | <input type="checkbox"/> Special Area Plan                                                                                                                                                             |            |                                                  |            |  |  |
|               | <input type="checkbox"/> Street Name Change: Existing Name: _____ Proposed Name: _____                                                                                                                 |            |                                                  |            |  |  |
|               | <input checked="" type="checkbox"/> Subdivision: # of lots: <u>0 Lots, 28 Parcels</u> Total acres: <u>847.54 ac</u>                                                                                    |            |                                                  |            |  |  |
|               | <input type="checkbox"/> Text Amendment                                                                                                                                                                |            |                                                  |            |  |  |
|               | <input type="checkbox"/> Vacation: <input type="radio"/> Street <input type="radio"/> Alley <input type="radio"/> Easement <input type="radio"/> Other: _____                                          |            |                                                  |            |  |  |
|               | <input type="checkbox"/> Other: _____                                                                                                                                                                  |            |                                                  |            |  |  |

(Continue Next Page)

(Continued from previous page)

|                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                     |                     |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|---------------------|
| Project Information | Provide a brief description of the proposed request:<br>Resubdivision of the North Vista Highlands, Filings 2 & 4 areas for future development                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                     |                     |
|                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                     |                     |
|                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                     |                     |
|                     | What is the total acreage included in the project? 847.54 ac                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                     |                     |
|                     | What is the proposed use of the property?<br><input type="checkbox"/> Commercial <input type="checkbox"/> Multi-family <input type="checkbox"/> Residential <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Other                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                     |                     |
|                     | Are there any other pending or recently approved Land Use applications regarding this property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                     |                     |
|                     | If yes, please list:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                     |                     |
| Attachments         | <b>Attachment Checklist</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                     |                     |
|                     | The following list of attachments are required to accompany all applications:<br><input checked="" type="checkbox"/> A. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted.<br><input type="checkbox"/> B. Pueblo County Assessor's Property Information print out ( <a href="http://www.co.pueblo.co.us">www.co.pueblo.co.us</a> )<br><input checked="" type="checkbox"/> C. Additional information as required by the <b>P&amp;Z Submittal Requirements Sheet</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                     |                     |
| Terms               | 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.<br>2. There are no known hazards or vicious animals present on the subject property.<br>3. All information contained in this application, is true and accurate to the best of my knowledge.<br>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.<br>5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The city may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners' expense. |                                                                                     |                     |
| Signatures          | Property Owner                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                     |                     |
|                     | Print Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | David Resnick                                                                       |                     |
|                     | Signature:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | Date: March 4, 2023 |
|                     | Applicant, if different from Property Owner                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                     |                     |
|                     | Print Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                     |                     |
|                     | Signature:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                     | Date:               |

|                 |                                                    |       |           |
|-----------------|----------------------------------------------------|-------|-----------|
| Office Use Only | <b>Zoning Compliance (Completed by City Staff)</b> |       |           |
|                 | Application checked for completeness by:           | Date: | Fee Paid: |
|                 |                                                    |       |           |



July 25, 2023

The City Planning and Zoning Commission will hold a public hearing on request from **David Resnick, North Vista Pueblo Land Investment, LLC** for the approval of the following application:

**S-23-02: North Vista Filing, No. 7, Subdivision:** A subdivision of 847.54-acres into 19 parcels reserved for future subdivision into buildable lots, parks/open space parcels, and public rights-of-way. Generally located west of Cedarweed Blvd. and south of the future western extension of Home of Heroes Parkway.

**The Planning and Zoning Commission meeting will be held on August 9, 2023, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09>, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose).** You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit [www.pueblo.us/PandZ](http://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.**  
Scott Hobson, Acting Director  
Planning & Community Development  
By **Beritt Odom**, Principal Planner  
(719) 553-2339

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Scott Hobson, Acting Director  
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By **Beritt Odom**, Principal Planner  
(719) 553-2339

CASE NUMBER: S-23-02

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed final plat of the property commonly known as North Vista Highlands, Filing NO 7 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 final plat 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.

July 25, 2023  
\_\_\_\_\_  
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo\_\_\_\_\_

| Owner                                              | OwnerStree              |
|----------------------------------------------------|-------------------------|
| ROTH JOHN G/ROTH NANCY I                           | 1 KALANCHOE CT          |
| MCCLUNG STEPHANIE DRAKE                            | 1 VINCA CT              |
| COLALANCIA DONATO/COLALANCIA ANNA                  | 1007 W ORMAN AVE        |
| BISHOP OF PUEBLO                                   | 101 N GREENWOOD ST      |
| BLACK HILLS/COLORADO ELECTRIC                      | 105 S VICTORIA AVE      |
| STARICA STELLA/ STARICA SHARON                     | 130 PINE VISTA DR       |
| BROCK CASSANDRA E                                  | 1940 OVERTON RD         |
| LORENZ WILLIAM G/LORENZ TERRI                      | 1945 OVERTON RD         |
| HINKLE BRADLEY M/HINKLE DAWNETTE                   | 1950 OVERTON RD         |
| CASE CHARLES LLOYD                                 | 1951 OVERTON RD         |
| SIMONY TIFFANY J +                                 | 1987 OVERTON RD         |
| JAGUNICH THOMAS P/JAGUNICH ANITA                   | 2 KALANCHOE CT          |
| BARR ROBERT C/BARR BARBARA S                       | 2023 OVERTON RD         |
| NVH 2B LLC                                         | 2124 WAKE FOREST CT     |
| JOHNSON KATHERYN M/FOGNANI JAMES + FOGNANI CAROL A | 2312 WHEATLAND DR       |
| SKELLY ELIZABETH ELLEN + LLOYD EMILLIA CRISTINA    | 287 S LA GRANGE CIR     |
| COFFMAN MATTHEW W/COFFMAN MARYBET                  | 33 HEATHER CT           |
| DAVID RESNICK SEPARATE PROPERTY TRU                | 3819 BROADVIEW PL       |
| NORTH VISTA PUEBLO LAND INVESTMENT                 | 3819 BROADVIEW PL       |
| HURD MARK D/HURD KATHY A                           | 3901 OUTLOOK BLVD STE C |
| DORR DANA / DORR VALERIE                           | 4 KALANCHOE CT          |
| TRANEL JEFFREY E/TRANEL VANESSA L                  | 4 VINCA CT              |
| PADULA FAMILY PARTNERSHIP LLLP                     | 4202 ST ANDREWS DR      |
| N V H PHASE 3, LLC                                 | 4408 TURNBERRY CRESCENT |
| CARTER BARTON P/RIGGIO CARTER STA                  | 4804 CEDARWEED BLVD     |
| PADILLA JASON/PADILLA LASHAWNDA C                  | 4804 INDIGO CT          |
| PUGH DRUCILLA N                                    | 4804 JASMINE CT         |
| SINGH TEJINDER + SHELLY GILL                       | 4805 INDIGO CT          |
| SIMONICH MATTHEW P/SIMONICH LISA                   | 4805 JASMINE CT         |
| CARTER STEPHANIE                                   | 4806 CEDARWEED BLVD     |
| TRUJILLO BRIAN/WARE SONDRRA                        | 4806 INDIGO CT          |
| Not Published                                      | 4806 JASMINE CT         |
| KOUCHNERKAVICH THOMAS A/KOUCHNERKA                 | 4807 CASTOR DR          |
| AZAR CAMILLE                                       | 4807 CEDARWEED BLVD     |
| WHITE JOHN TODD                                    | 4807 INDIGO CT          |
| JOYCE DAVID J + SKEWES ELIZABETH B ,               | 4807 JASMINE CT         |
| HODAPP MARK S/HODAPP CAMILLE D                     | 4807 POLO CT            |
| FINEGOLD DAVID/FINEGOLD JILL                       | 4807 QUITA CT           |
| STECKLEIN MELISSA/STECKLEIN SEAN                   | 4808 CEDARWEED BLVD     |
| GILLISPIE KRISTINA P / GILLISPIE                   | 4808 INDIGO CT          |
| HELZER DOUGLAS M + HELZER JACQUELINE A             | 4808 JASMINE CT         |
| ROQUE THOMAS A/ROQUE VERONICA M                    | 4808 QUITA CT           |
| GONZALES DUANE/JONES LILLIAN M                     | 4809 CASTOR DR          |
| WRONA THOMAS C/WRONA TERRI R                       | 4809 CEDARWEED BLVD     |
| HALL GARY WILLIAM + HALL NANCY RICKMERS            | 4809 INDIGO CT          |
| ZERGER STEVEN C + LINDQUIST KAREN L ,              | 4809 JASMINE CT         |

|                                                     |                      |
|-----------------------------------------------------|----------------------|
| YAKLICH FRANK J + YAKLICH CONSTANCE L               | 4809 POLO CT         |
| PEARL EDWARD N/PEARL RUTH ANN                       | 4809 QUITA CT        |
| BENFATTI JAMES JOSEPH / HUSBAND N                   | 4810 CASTOR DR       |
| BERRY ERIC/BERRY LAURIE FAMILY TR                   | 4810 CEDARWEED BLVD  |
| KESSLER CHARLES W                                   | 4810 INDIGO CT       |
| MAGEE MICHAEL W II / MAGEE MELANI                   | 4810 JASMINE CT      |
| JARGOWSKY JACK R/JARGOWSKY MISCHA                   | 4810 POLO CT         |
| TOP LAND INVESTMENT LLC                             | 4810 POLO CT         |
| MAL LIVING TRUST                                    | 4810 QUITA CT        |
| NEUGEBAUER MELVIN/NEUGEBAUER SUSAN                  | 4811 CASTOR DR       |
| GAIDE THOMAS K/GAIDE DEBRA SUE                      | 4811 CEDARWEED BLVD  |
| PERSHIN KELLI S + PERSHIN CHRISTOPHER J             | 4811 INDIGO CT       |
| WILLIAMS MARC A LIVING TRUST DTD 6 +                | 4811 POLO CT         |
| ARCHULETA JARED J +                                 | 4812 POLO CT         |
| MEYER SHIRLEY                                       | 4813 POLO CT         |
| BECK JIMMY K/BECK JEANETTE K                        | 4813 QUITA CT        |
| B L H PROPERTIES LLC +                              | 4909 N INTERSTATE 25 |
| PADULA MILLEA JULIANA M + MILLEA JOHN D             | 5 KALANCHOE CT       |
| HOUSMAN BOB                                         | 63 CORNELL CIR       |
| PUEBLO SPROUT DEVELOPMENT, LLC                      | 6813 COMMERCE DR     |
| PADULA BRAD/PADULA KRISTIL K                        | 7 KALANCHOE CT       |
| BRICE CLIFFORD V III/BRICE SANDRA                   | 7 WALLFLOWER CT      |
| HOME TOWN FINANCE COMPANY INC                       | 8511 PINE DR         |
| BREKKE RICHARD O + BREKKE GLORIA J                  | 921 GEMINI LN        |
| BOGNER KATHRYN A                                    | 923 GEMINI LN        |
| T D C TRUST UNDER AGREEMENT DATED A                 | 930 PINECREST DR     |
| SIMMONS TIMOTHY H/SIMMONS MARTHA + LUTZ REBECCA ANN | 9655 YELLOWSTONE RD  |
| WILLIAMS ANNA/CATULLI ROSE/GREENV                   | PO BOX 131615        |
| PUEBLO SPROUT DEVELOPMENT LLC                       | PO BOX 248           |
| HORNET LAND CO LLC                                  | PO BOX 8064          |
| BACULITE MESA RANCH LLC                             | PO BOX 8244          |

| OwnerCity       | Owne | OwnerZip   |
|-----------------|------|------------|
| PUEBLO          | CO   | 81008-1925 |
| PUEBLO          | CO   | 81008-1923 |
| PUEBLO          | CO   | 81004-1431 |
| PUEBLO          | CO   | 81003-3164 |
| PUELBLO         | CO   | 81003      |
| PINEHURST       | NC   | 28374      |
| PUEBLO          | CO   | 81008-9619 |
| PUEBLO          | CO   | 81008-9619 |
| PUEBLO          | CO   | 81008-9619 |
| PUEBLO          | CO   | 81008-9619 |
| PUEBLO          | CO   | 81008-9619 |
| PUEBLO          | CO   | 81008-1925 |
| PUEBLO          | CO   | 81008-9619 |
| COLORADO SPRING | CO   | 80918-7922 |
| PUEBLO          | CO   | 81008-1732 |
| PUEBLO WEST     | CO   | 81007-3169 |
| PUEBLO          | CO   | 81001-1057 |
| CASTLE ROCK     | CO   | 80109-4507 |
| CASTLE ROCK     | CO   | 80109-4507 |
| PUEBLO          | CO   | 81008-1696 |
| PUEBLO          | CO   | 81008-1925 |
| PUEBLO          | CO   | 81008-1923 |
| PUEBLO          | CO   | 81001-1168 |
| PUEBLO          | CO   | 81001-1162 |
| PUEBLO          | CO   | 81001-1000 |
| PUEBLO          | CO   | 81001-1055 |
| PUEBLO          | CO   | 81001-1047 |
| PUEBLO          | CO   | 81001-1056 |
| PUEBLO          | CO   | 81001-1054 |
| PUEBLO          | CO   | 81001-1000 |
| PUEBLO          | CO   | 81001-1055 |
| PUEBLO          | CO   | 81001-1047 |
| PUEBLO          | CO   | 81008-1924 |
| PUEBLO          | CO   | 81001-1013 |
| PUEBLO          | CO   | 81001-1056 |
| PUEBLO          | CO   | 81001-1054 |
| PUEBLO          | CO   | 81001-1059 |
| PUEBLO          | CO   | 81001-1072 |
| PUEBLO          | CO   | 81001-1000 |
| PUEBLO          | CO   | 81001-1055 |
| PUEBLO          | CO   | 81001-1047 |
| PUEBLO          | CO   | 81001-1072 |
| PUEBLO          | CO   | 81008-1924 |
| PUEBLO          | CO   | 81001-1013 |
| PUEBLO          | CO   | 81001-1056 |
| PUEBLO          | CO   | 81001-1054 |

|          |    |            |
|----------|----|------------|
| PUEBLO   | CO | 81001-1059 |
| PUEBLO   | CO | 81001-1072 |
| PUEBLO   | CO | 81008-1911 |
| PUEBLO   | CO | 81001-1000 |
| PUEBLO   | CO | 81001-1055 |
| PUEBLO   | CO | 81001-1047 |
| PUEBLO   | CO | 81001-1071 |
| PUEBLO   | CO | 81001-1071 |
| PUEBLO   | CO | 81001-1072 |
| PUEBLO   | CO | 81008-1924 |
| PUEBLO   | CO | 81001-1013 |
| PUEBLO   | CO | 81001-1056 |
| PUEBLO   | CO | 81001-1059 |
| PUEBLO   | CO | 81001-1071 |
| PUEBLO   | CO | 81001-1059 |
| PUEBLO   | CO | 81001-1072 |
| PUEBLO   | CO | 81008-8608 |
| PUEBLO   | CO | 81008-1925 |
| PUEBLO   | CO | 81005-1644 |
| HUBBARD  | OH | 44425-2945 |
| PUEBLO   | CO | 81008-1925 |
| PUEBLO   | CO | 81001-1118 |
| BEULAH   | CO | 81023-9771 |
| PUEBLO   | CO | 81008-9625 |
| PUEBLO   | CO | 81008-9625 |
| PUEBLO   | CO | 81005-5509 |
| LONGMONT | CO | 80504-6747 |
| CARLSBAD | CA | 92013-1615 |
| HUBBARD  | OH | 44425-0248 |
| PUEBLO   | CO | 81008-8064 |
| PUEBLO   | CO | 81008-8244 |





**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** September 11, 2023

**TO:** President Heather Graham and Members of City Council

**CC:** Mayor Nicholas A. Gradisar

**VIA:** Marisa Stoller, City Clerk

**FROM:** Scott Hobson, Acting Director Planning and Community Development

**SUBJECT:** AN ORDINANCE VACATING A TEN-FOOT BY ONE HUNDRED AND TWENTY-THREE-FOOT STRIP OF SUMMIT AVENUE RIGHT-OF-WAY

**SUMMARY:**

The applicant is requesting City Council to approve the vacation of a 10-foot by 123-foot strip of Summit Avenue right-of-way to allow a property at 945 Routt Avenue to meet the minimum lot size and width requirements for a rezoning request and the multifamily development of a vacant building.

**PREVIOUS COUNCIL ACTION:**

The applicant is concurrently requesting to rezone 945 East Routt Avenue from R-4, Mixed Residential Zone District to RCN, Residential Charter Neighborhood Zone District. (Z-23-08)

**BACKGROUND:**

The applicant is proposing to have the City vacate a 10-foot by 123-foot strip of Summit Avenue right-of-way adjacent to Lot 13 Block 29, Amended Town of Bessemer Subdivision Plat. The proposed vacation plat will contain a reservation of eight feet to cover the existing sidewalk to the edge of the existing building which must be maintained in good order. The right-of-way along Summit Avenue is 80 feet wide and the road is 37 feet from curb to curb so the vacation of the ten feet will still allow a sidewalk and buffer with the roadway and not jeopardize any infrastructure nearby.

The purpose of this partial right-of-way vacation is to expand the width of the lot and the overall square footage of the lot at 945 East Routt Avenue to meet the requirements of the Residential Charter Neighborhood (RCN) zone district. The concurrent rezoning, variance, and subsequent redevelopment would allow a two-story vacant building, now zoned R-4, to be converted into a fourplex. The building at 945 East Routt was constructed in 1950 according to the Pueblo County Assessor's website but was probably built at the turn of the century or earlier based on its architectural style. The

structure functioned as a mixed-use commercial and residential building while also containing a hall upstairs for a fraternal organization. The building went vacant several years ago and the new owner is attempting to reutilize the property as a fourplex and provide housing in the Bessemer neighborhood. The owner would like to develop four units in the structure, but the lot is only 23 feet wide and contains 2,839 square feet. The smallest/narrowest zone district that could accommodate the small size and the multifamily use is Residential Charter Neighborhood (RCN). The RCN was created for situations like this but still require 25 feet of street frontage and 6,000 square feet in this case because four or more units require 1,500 square feet per unit. If the proposed vacation is approved, the lot at 945 East Routt would measure 33 feet by 123 feet or 4,059 square feet allowing the owner to apply for a rezoning to RCN and at the same time applying for a variance to allow a minimum lot requirements for a four-plex in a RCN to be 4,000 square feet instead of the required 6,000 square feet.

#### **FINANCIAL IMPLICATIONS:**

There are no financial implications for the City.

#### **BOARD/COMMISSION RECOMMENDATION:**

The Planning and Zoning Commission, at their May 10, 2023, Regular Meeting, voted 6-0 to recommend approval with conditions 1-4. Commissioner Martinez absent.

#### **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 right-of-way will remain, and the property will not meet the minimum lot size and width requirements for a rezoning request which will impede development of the site.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

#### **RECOMMENDATION:**

Approval of the Ordinance.

#### **ATTACHMENTS:**

1. V-23-02 Attachments

ORDINANCE NO.

AN ORDINANCE VACATING A TEN-FOOT BY ONE HUNDRED  
AND TWENTY-THREE-FOOT STRIP OF SUMMIT AVENUE  
RIGHT-OF-WAY

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

SECTION 1.

The following described portion of street right of way:

The north 10 feet of Summit Avenue adjacent to Lot 123, Block 29, Amended Plat of the Town of Bessemer, according to the recorded plat thereof, filed for record August 24, 1887 in Book 2 at Page 80 in the records of the Pueblo County Clerk and Recorder, lying east of the Alley and west of Routt Avenue adjacent to said Lot 13, Block 29.

is hereby vacated.

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 implement the policies and procedures described herein.

SECTION 3.

This Ordinance shall be approved but shall not become effective until the final vacation plat is recorded in the office of the Pueblo County Clerk and Recorder. If the vacation plat is not recorded within one (1) year after of this Ordinance, or within any extended period granted by Ordinance of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the applicant. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

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:

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\_\_\_\_\_  
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

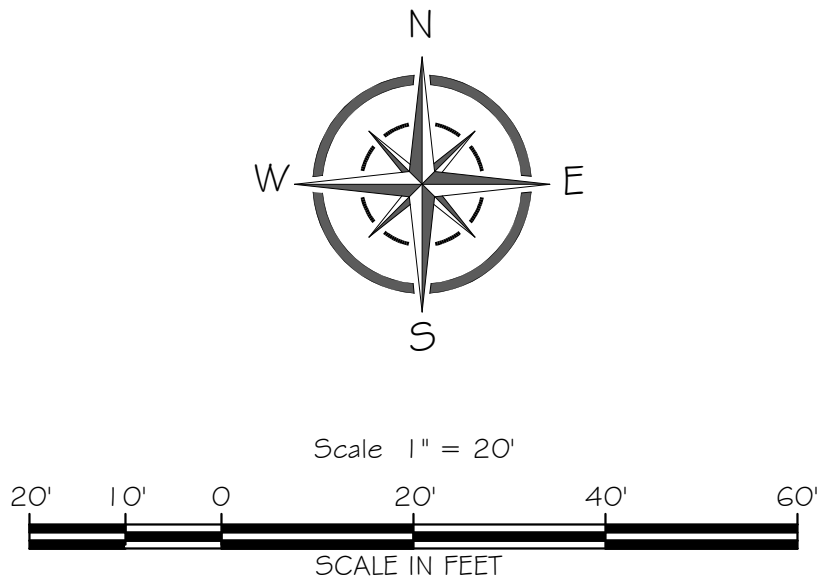
\_\_\_\_\_  
City Clerk



# AMENDED TOWN OF BESSEMER - STREET VACATION V-23-02

A PORTION OF SUMMIT AVENUE, ADJACENT TO LOT 13, BLOCK 29, AMENDED PLAT OF THE TOWN OF BESSEMER, LOCATED WITHIN A PORTION OF THE NE 1/4 AND WITHIN A PORTION OF THE SE 1/4 OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

A PORTION OF SUMMIT AVENUE



#### DESCRIPTION TO BE VACATED:

The north 10 feet of Summit Avenue adjacent to Lot 13, Block 29, Amended Plat of the Town of Bessemer, according to the recorded plat thereof, filed for record August 24, 1887 in Book 2 at Page 80 in the records of the Pueblo County Clerk and Recorder, lying east of the Alley and west of Routt Avenue adjacent to said Lot 13, Block 29.

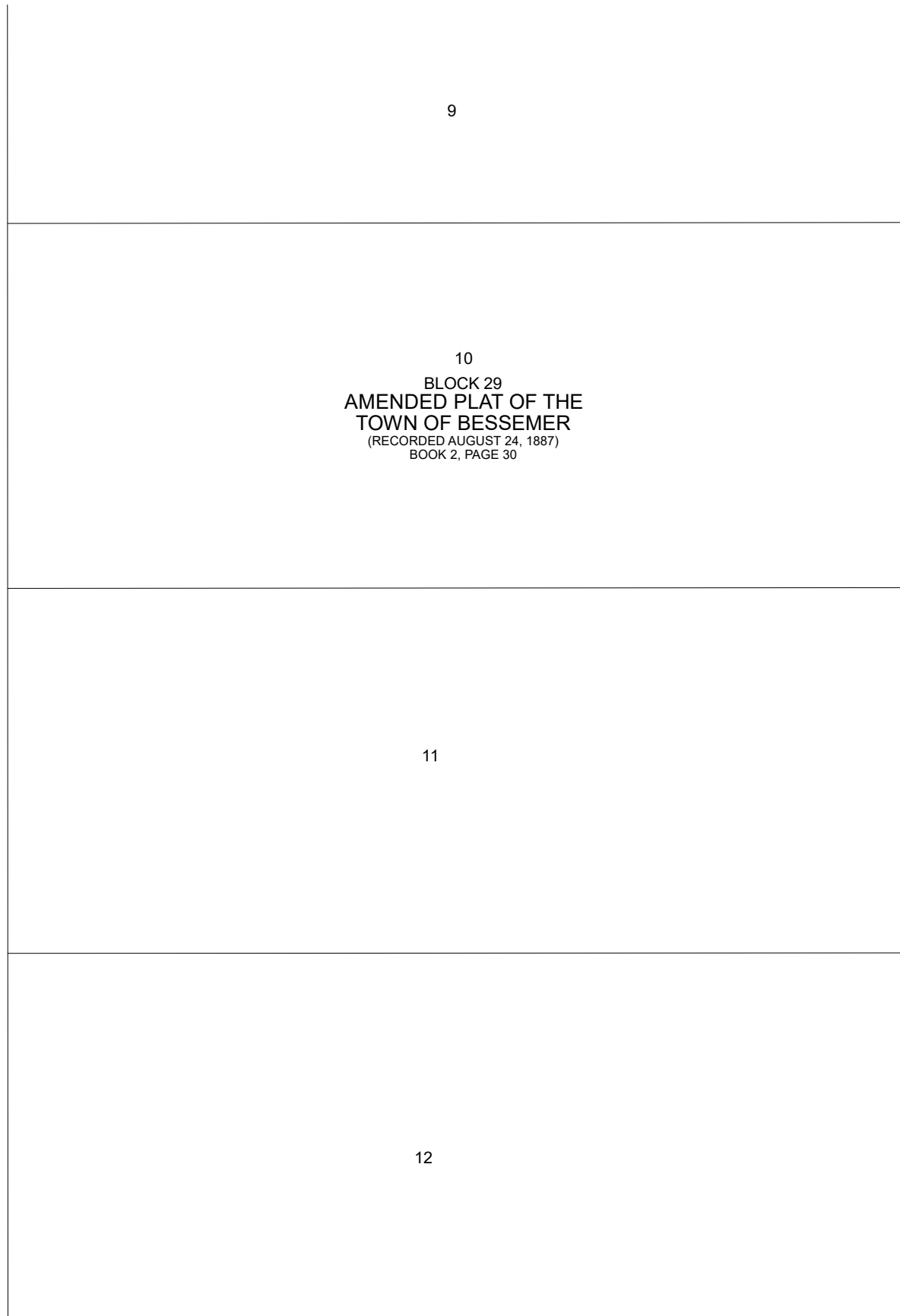
**RESERVATIONS:** Reserving therefrom the south 8 feet of said vacated Summit Avenue, as described above, for the purpose of an 8' wide public sidewalk easement.

I, **MATTHEW A. CORDOVA**, a Professional Land Surveyor registered in the State of Colorado, hereby certify that this Amended Town of Bessemer-Street Vacation V-23-02 is not based upon an actual field survey conducted by me or under my direct responsible charge, but was prepared using information shown on the map of the Town of Bessemer, according to the recorded plat thereof, filed for record August 24, 1887 in Book 2 at Page 80 in the records of the Pueblo County Clerk and Recorder.

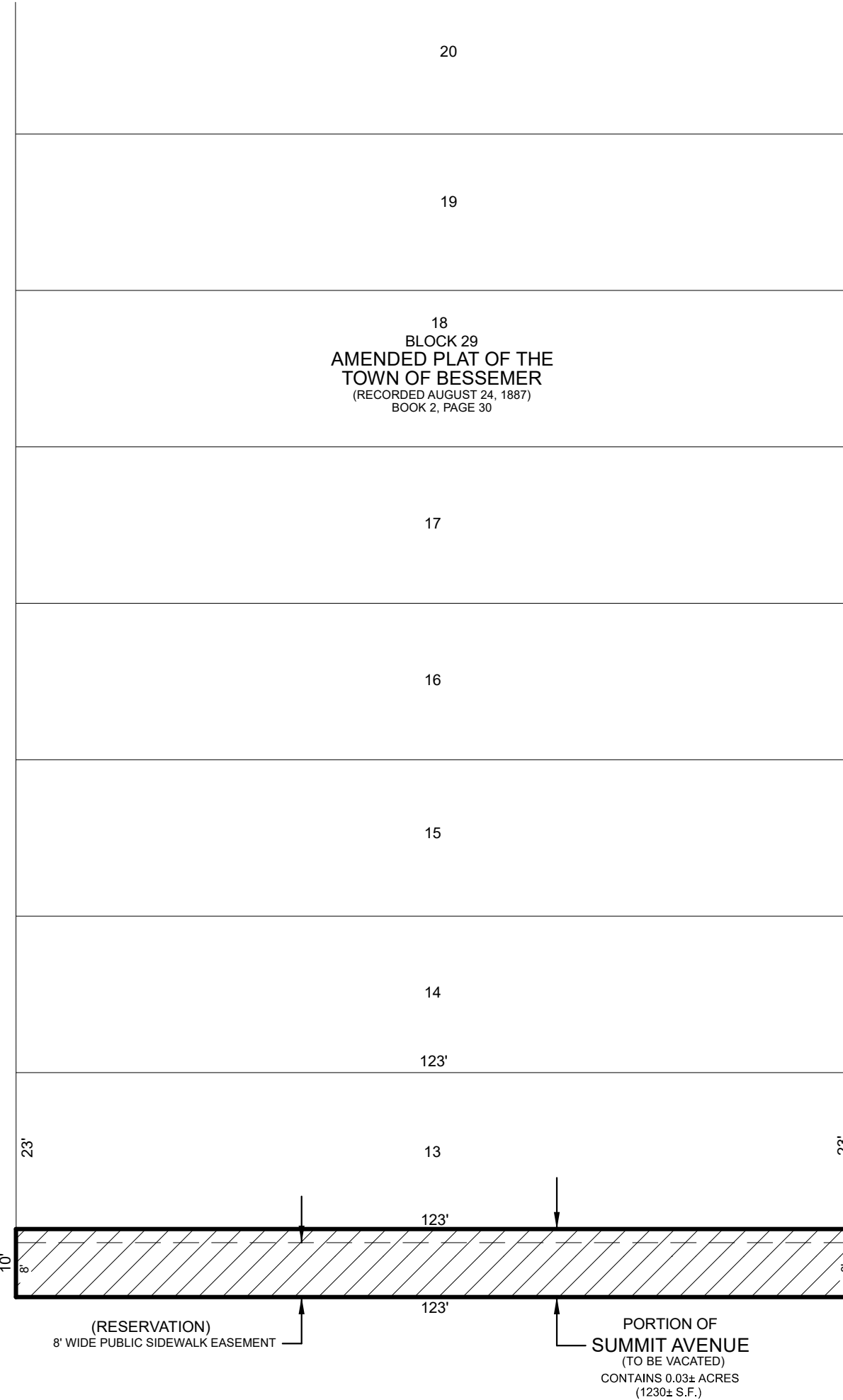
MATTHEW A. CORDOVA  
PROFESSIONAL LAND SURVEYOR NO 33194

DATE

SPRUCE STREET  
(70' WIDE RIGHT-OF-WAY)

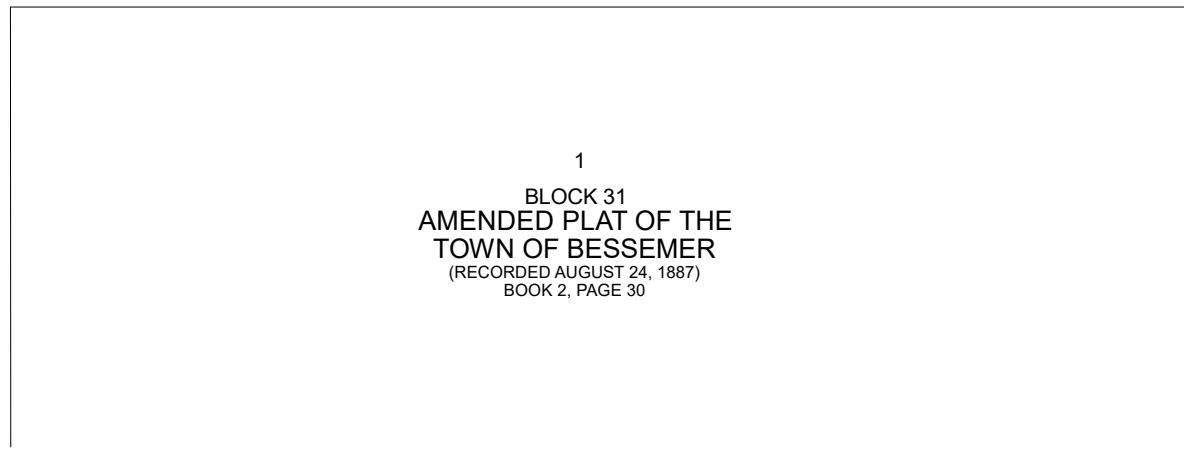


ALLEY  
(15' WIDE RIGHT-OF-WAY)

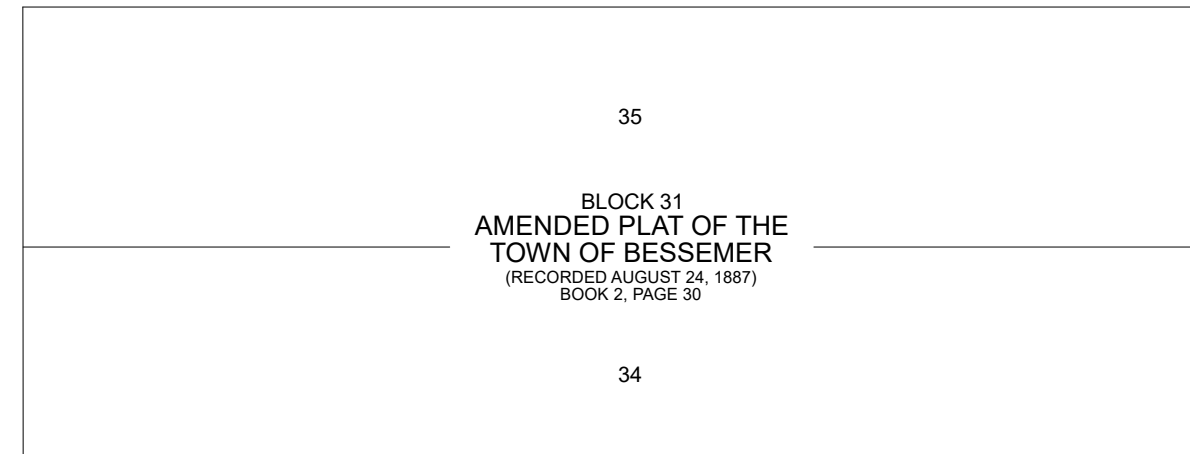


ROUTT AVENUE  
(80' WIDE RIGHT-OF-WAY)

SUMMIT AVENUE  
(80' WIDE RIGHT-OF-WAY)



ALLEY



- AS VACATED -

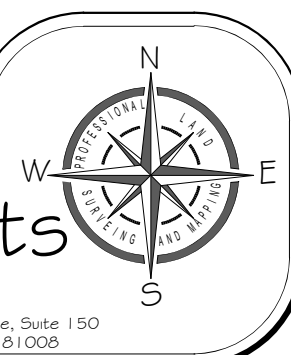
| NO. | DATE:     | REVISIONS (COMMENTS)                                                | CHECKED: |
|-----|-----------|---------------------------------------------------------------------|----------|
| 1   | 6-20-2023 | COMMENTS DATED 5-4-23CITY OF PUEBLO SENIOR PLANNER WACDE BROADHEAD  | MAC      |
| 2   | 9-28-2023 | COMMENTS DATED 7-28-23CITY OF PUEBLO SENIOR PLANNER WACDE BROADHEAD | MAC      |

SHEET: 1 OF 1  
DATE: 2-22-2023  
SCALE: 1" = 20'

PROJECT: KEITH WILHITE  
DESCRIPTION: STREET VACATION V-23-02 (POR. SUMMIT AVE)  
FIELD: RMS  
DRAWN: RMS  
CHECKED: MAC  
JOB NUMBER: 2023-036  
FILE NAME: 2023-036 VAC  
REF.: JOB NO.

Cardinal Points  
Surveying Inc.

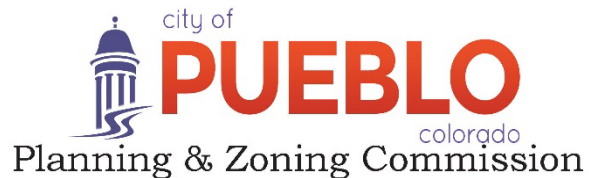
(719) 253-0874 (719) 253-0878 fax 4776 Eagleidge Circle, Suite 150  
Pueblo, Colorado 81008



Mike Castellucci  
*Chair*

Patrick Avalos  
*Vice Chair*

Sarah Martinez  
*City Council Representative*



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

## ***MINUTES OF REGULAR MEETING***

City of Pueblo, Colorado

Wednesday, May 10, 2023 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:34 p.m. with Commissioner Castellucci presiding.

**Commissioners Present:** Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Alexandra Aznar, Lisa Bailey, and Christopher Pasternak.

**Commissioners Absent:** Sarah Martinez

**Staff Members Present:** Trevor Gloss, Assistant City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner and Cindy Capritta, Land Use Technician.

**APPROVAL OF THE AGENDA:** Bailey moved to approve the May 10, 2023, agenda, seconded by, Avalos.

**Motion Passed: 6-0**

### **REGULAR AGENDA:**

#### **Public Hearing:**

**1. V-23-02 Vacation:** Vacation of 1,230 sq. ft of Summit Avenue right-of-way adjacent to 945 E. Routt Avenue.

Senior Planner, Wade Broadhead, provided the staff report.

**Public Hearing:** Applicants Keith Wilhite was sworn in and spoke in favor of the application. No one spoke in opposition.

**Commission Action:** Bailey motioned to recommend the application, with staff conditions 1-4, seconded by Aznar.

**Motion Passed: 6-0**





DEPARTMENT OF PUBLIC WORKS

## MEMORANDUM

**TO:** Beritt Odom, Principal Planner

**CC:** Michelle Cruz, Administrative Technician  
Subdivision File

**FROM:** Joe Martellaro, Associate Engineer II

**SUBJECT:** V-23-02 945 E. Routt Vacation

**DATE:** August 30, 2023

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

## V-23-02

**TO:** City of Pueblo, Planning and Zoning Commission

**FROM:** Wade Broadhead, Sr. Planner

**THROUGH:** Scott Hobson, Acting Planning and Community Development Director

**DATE:** May 10, 2023

**SUBJECT:** Vacation of a ten foot by one hundred and twenty three foot strip (1230 square feet) of Summit Avenue right-of-way.

**APPLICANT:** Robin Stanton, Cardinal Points Surveying

**OWNER:** Just Rite Properties

**LOCATION:** Generally located northeast of the intersection of Summit Ave. and Routt Avenue

**CONCURRENT REQUESTS:** None

**Request:**

- Vacation of a 10 ft by 123 ft strip of Summit Avenue right-of-way to allow a property to meet the minimum lot size and width requirements for a rezoning request and the multifamily development of a vacant building.

**Staff review and findings:**

The applicant is proposing to have the City vacate a 10 ft x 123 ft strip of Summit Avenue right-of-way adjacent to Lot 13 Block 29, Amended Town of Bessemer Subdivision Plat. The purpose of this partial right-of-way vacation is to expand the width of the lot and the overall square footage of the lot at 945 E. Routt Avenue to meet the requirements of the Residential Charter Neighborhood (RCN) or a Commercial Charter Neighborhood (CCN) zone district. The rezoning, variance, and subsequent redevelopment would allow a two-story vacant building, now zoned R-4, to be converted into a fourplex.

The building at 945 Routt was constructed in 1950 according to the Pueblo County Assessor's website but was probably built at the turn of the century or earlier based on its architectural style. The structure functioned as a mixed-use commercial and residential building while also containing a hall upstairs for a fraternal organization. The building went vacant a number of years ago and the new owner is attempting to reutilize the property as a fourplex and provide housing in the Bessemer neighborhood.

The owner would like to develop four units in the structure, but the lot is only 23' ft wide and contains 2839 sq ft. The smallest/narrowest zone district that could accommodate the small size and the multifamily use is Residential Charter Neighborhood (RCN) or Commercial Charter Neighborhood (CCN). The RCN and CCN were created for situations like this but still require 25 ft of street frontage and 6000 sq ft in this case because four or more units require 1500 sq ft per unit.

If the proposed vacation is approved the lot at 945 Routt would measure 33 ft by 123 ft or 4059 square feet allowing the owner to apply for a rezoning to RCN or CCN and at the same time applying for a variance to allow a minimum lot requirements for a four-plex in a RCN to be 4000 sq ft instead of the required 6000 sq ft.

The proposed vacation plat will contain a reservation of eight feet to cover the existing sidewalk to the edge of the existing building which must be maintained in good order. The right-of-way along Summit Avenue is 80 ft wide and the road is 37 ft from curb to curb so the vacation of the ten feet will still allow a sidewalk and buffer with the roadway and not jeopardize any infrastructure nearby.

**Applicable Regulations:**

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

**Recommended Action:**

The Subdivision Review Committee recommends that the Easement Vacation be recommended to City Council for APPROVAL with four conditions:

1. The right-of-way vacation shall not become effective and recorded until an ordinance is approved rezoning the property from an R-4 to a RCN (Residential Charter Neighborhood) zone district.
2. The right-of-way vacation shall not become effective and recorded until a variance is approved by the City Zoning Board of Appeals reducing the required lot area from 1,500 square feet per residential unit to 1,000 square feet per residential unit.
3. In the plat notes under reservations switch the existing words “6 feet” to the words “8 feet”
4. In the plat notes under Purpose add the word “public” between the words wide and sidewalk to read: For the purposes of a 6’ wide **public** sidewalk easement.

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**PUBLIC WORKS AND ENGINEERING COMMENTS**

- None

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**WASTEWATER**

- None

---

**STORMWATER**

- None

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**PLANNING AND COMMUNITY DEVELOPMENT COMMENTS**

- None

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**TRANSPORTATION COMMENTS**

- None

---

**PARKS AND RECREATION COMMENTS**

- None

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**REGIONAL BUILDING COMMENTS**

- None

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**BOARD OF WATER WORKS COMMENTS**

- None

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**COLORADO DEPARTMENT OF TRANSPORTATION COMMENTS**

- None

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**COMCAST COMMENTS**

- None

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**EXCEL ENERGY COMMENTS**

- None

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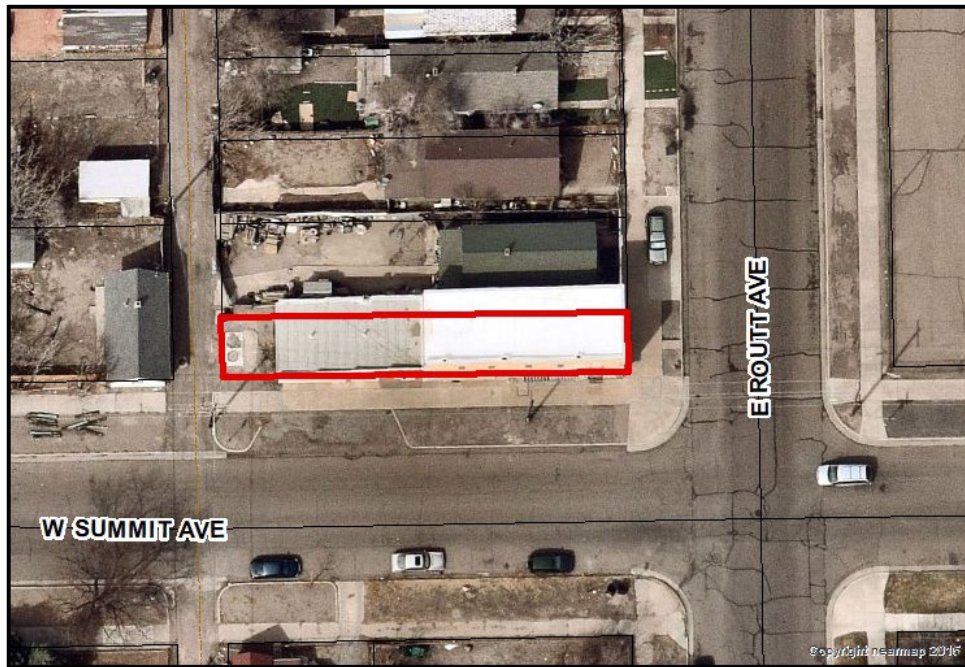
**QWEST COMMENTS**

- None

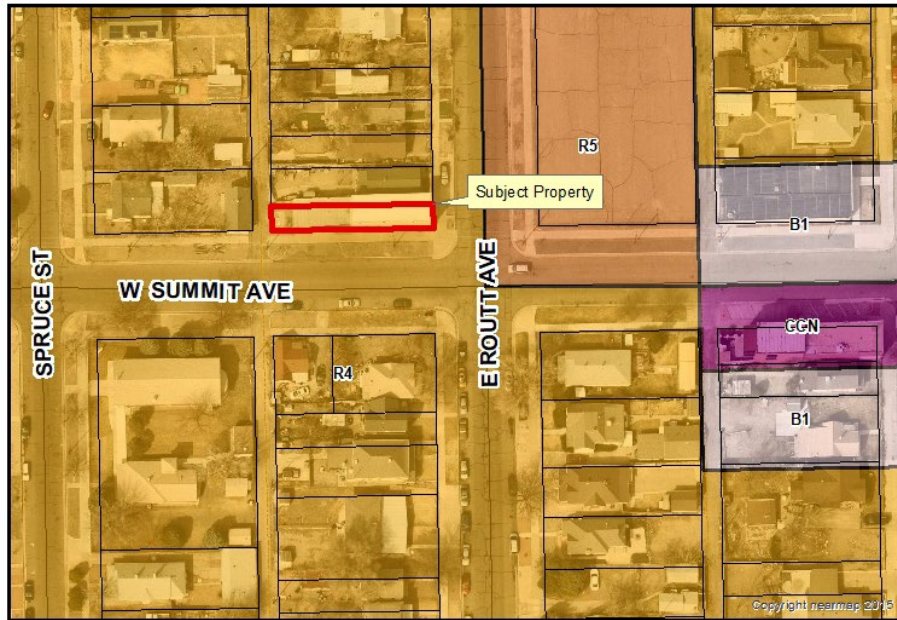
**ATTACHMENTS:**

- A. Aerial Map
- B. Zoning Map
- C. Site Photographs
- D. Vacation Application and Attachments
- E. SRC Memo dated May 3, 2023

**ATTACHMENTS A and B:**



**A. Aerial Photograph**



**B. Zoning Map**

**Attachment C. Site Photos**



**Proof of posting**





**View along the sidewalk on Summit Avenue**

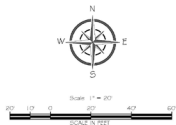


Attachment D: Proposed Vacation Plat

AMENDED TOWN OF BESSEMER - STREET VACATION

A PORTION OF SUMMIT AVENUE, ADJACENT TO LOT 13, BLOCK 28, AMENDED PLAT OF THE TOWN OF BESSEMER, LOCATED WITHIN A PORTION OF THE NE 1/4 AND WITHIN A PORTION OF THE SE 1/4 OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

A PORTION OF SUMMIT AVENUE



DESCRIPTION TO BE VACATED:

The north 35 feet of Summit Avenue adjacent to Lot 13, Block 28, Amended Plat of the Town of Bessemer, according to the recorded plat thereof, that be vacated subject to, and in accordance with, the provisions of the Colorado Revised Statutes and the provisions of the City of Pueblo, Colorado, and the provisions of the Amended Plat of the Town of Bessemer, as amended.

RESERVATION: Reserving the north 5 feet of said vacated Summit Avenue, as described above.

PURPOSE: For the purpose of a 5' wide sidewalk easement.

I, MATTHEW A. CORDOVA, a Professional Land Surveyor registered in the State of Colorado, hereby certify that this plat and description was prepared under my responsible charge.

MATTHEW A. CORDOVA  
PROFESSIONAL LAND SURVEYOR NO. 33134

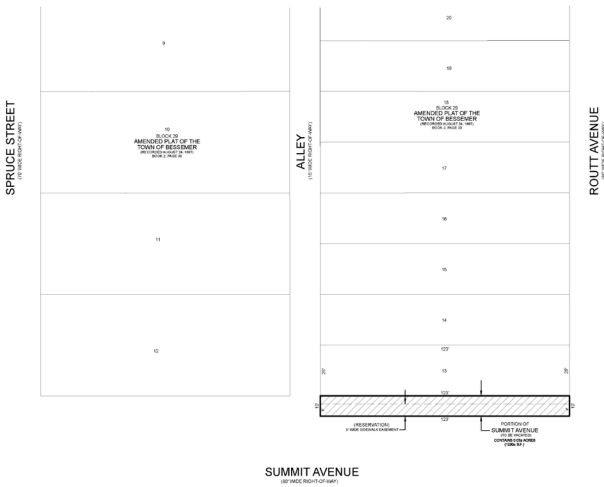
DATE

ORDINANCE NO.

PLAT FILED FOR RECORD

ORDINANCE RECEIVED NO.

PLAT RECEIVED NO.



SUMMIT AVENUE  
(SEE NORTH-CORNER)



- AS VACATED -

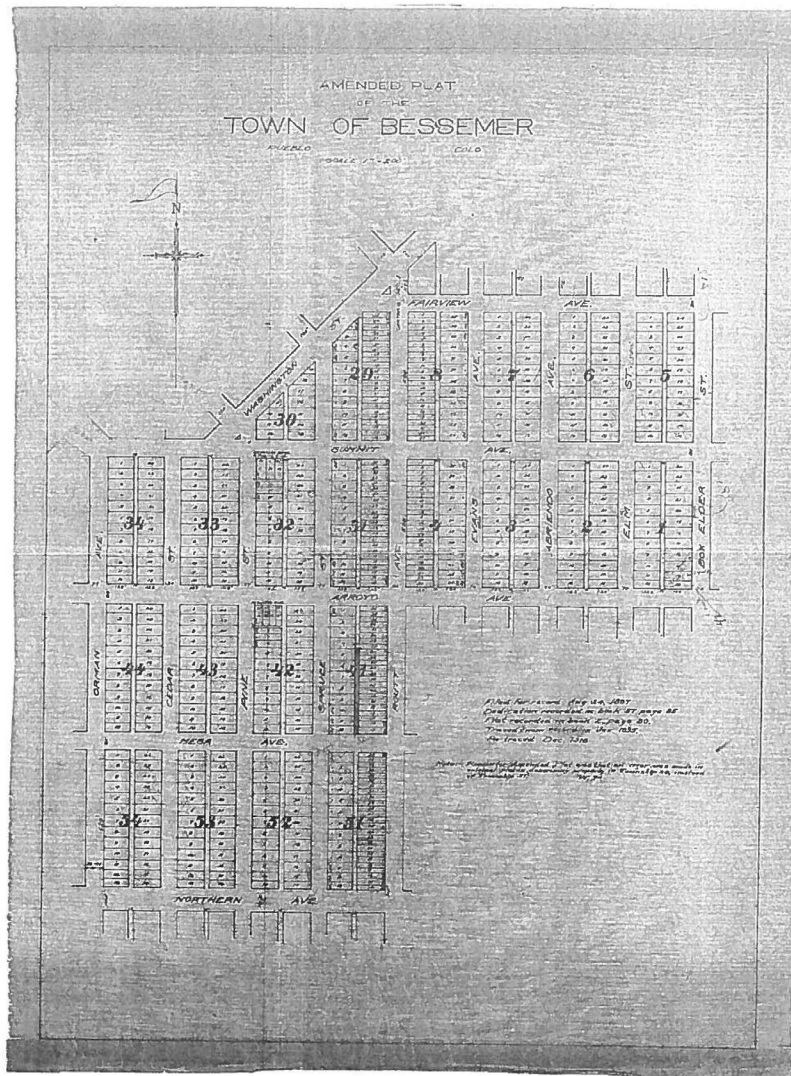
| NO. | DATE       | REVISION COMMENTS | PREPARED BY        | CHECKED BY |
|-----|------------|-------------------|--------------------|------------|
| 1   | 08/08/2023 | INITIALS          | MATTHEW A. CORDOVA |            |

BASED ON: 1 OF 1  
DRAWN: JEFFREY J. JONES  
CHECKED: MARY K. JONES  
DATE: 08/08/2023  
SCALE: 1" = 127'

PROJECT: WITH ROUTE  
REVISION: STREET VACATION, PUEBLO, COLORADO  
FILED: 08/08/2023  
CITY CLERK: JESSICA L. JONES  
CITY OF PUEBLO, COLORADO  
RECEIVED: 08/08/2023

Cardinal Points  
Surveying, Inc.  
10000 E. 10th Avenue, Suite 100  
Pueblo, Colorado 81001  
Phone: (719) 544-1111  
Fax: (719) 544-1112  
Email: info@cardinalpointsurveying.com

Attachment D2. Amended Town of Bessemer Plat



2-20

**Attachment D3: Narrative Description of the Project**

**ATTACHMENT A**

The vacation of 10 feet of Summit Avenue adjacent to the parcel addressed at 945 East Routt would allow for the property owner to have the additional lot width (10 feet plus 23 feet) in order to legally rezone the parcel to the RCN Zone and also eliminate the need for a Revocable Permit granted by City Council for the stoops necessary to enter each of the residential units. The added square footage would also allow for an increase in area per dwelling unit and reduce the amount of variance required for the Zoning Code. After the vacation is granted, the property owner will reserve a 6 foot wide easement, for the purpose of a 6 foot wide sidewalk, along the south 6 feet of the proposed vacation of Summit Avenue.

## Attachment E: Vacation Application

2/22/23, 9:27 AM

OpenGov



City of Pueblo PLACE

02/22/2023

### PZ-23-8

Planning & Zoning Commission Applications

**Status:** Active

**Date Created:** Feb 22, 2023

#### Applicant

Robin Stanton  
rstanton@4cardinalpoints.net  
4601 Eagleridge Place Suite 110  
Pueblo, CO 81008  
719-253-0874

#### Primary Location

945 E ROUTT AVE  
PUEBLO, CO 81004

#### Owner:

JUST RITE PROPERTIES LLC  
2132 VINEWOOD LN PUEBLO , CO 81005-2730

#### Hearing Information (Office Use Only)

##### Number of cases

--

##### Planner Assigned

--

##### Case 1 - Number

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##### Case 2 - Number

V-23-02

##### Case 3 - Number

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##### P&Z

##### P&Z Hearing Date

05/10/2023

##### Case 1 - P&Z Hearing Results

--

##### Case 2 - P&Z Hearing Results

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##### Case 3 - P&Z Hearing Results

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##### City Council

##### City Council Hearing Date - First Reading

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##### City Council Hearing Date - Final Reading

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Case 1

##### Case 1 - City Council Hearing Results

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##### Case 1 - Ordinance Number

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##### Case 1 - Recording Number, if applicable

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##### Case 2 - City Council Hearing Results

<https://puebloco.viewpointcloud.io/#/explore/records/41457/printable?act=true&app=true&att=true&emp=true&int=true&loc=true&sec=1013218%2C10...> 1/4

2/22/23, 9:27 AM

OpenGov

Case 2

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**Case 2 - Ordinance Number****Case 2 - Recording Number, if applicable**

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Case 3

Case 4

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**Engineer, if applicable****Name****Company**

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**Address****Zip**

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--

**Phone Number****Email**

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**Surveyor, if applicable****Name****Company**

Matthew A. Cordova

Cardinal Points Surveying Inc.

**Address****Zip**

4601 Eagleridge Place, STE 110

81008

**Phone Number****Email**

719-253-0874

cardinalpls@msn.com and  
rstanton@4cardinalpoints.net

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**Type of Application(s)****1041 Pre-Application (Areas and Activities of State Interest)**☐**1041 Permit (Areas and Activities of State Interest)**☐**Annexation****Annexation Agreement Amendment**☐☐**Appeal****Comp Plan Amendment**☐☐**Master Plan/Master Development Plan****Master Sign Plan**☐☐**Metropolitan District Service Plan****Overall Development Plan**☐☐

April 21, 2023

This is to inform you that the City of Pueblo Planning and Zoning Commission will hold a public hearing on a request by **Keith Wilhite** for approval of the following application:

**V-23-02 Vacation:** 945 E. Routt Avenue, application to vacate 1230 sq. ft. of Summit Avenue right-of-way adjacent to E. Routt Avenue.

**The Planning and Zoning Commission meeting will be held on May 10, 2023, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbmlCdHRrUHNfZnpPWGIYdz09>, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston).** You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit [www.pueblo.us/PandZ](http://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.**

Scott Hobson, Director  
Planning & Community Development  
**Wade Broadhead**, Senior Planner  
(719) 553-2380

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Scott Hobson, Director  
Planning & Community Development  
**Wade Broadhead**, Senior Planner  
(719) 553-2380



**D. SRC Memo Dated May 3, 2023**

*Andrew Hayes*  
Director Public Works  
Director  
Transportation Department  
*Steven Meier*  
Director Parks & Recreation



*Scott Hobson*  
Acting Director Planning &  
Community Development  
Executive Secretary of  
Planning & Zoning  
Commission

**MEMORANDUM**

**To:** Planning and Zoning Commission  
**From:** Subdivision Review Committee  
**Date:** May 3, 2023  
**Subject:** V-23-02 Partial Summit Avenue Right-of-way vacation

**V-23-02 Summit Avenue Right-of-Way Vacation, a vacation of 1230 sq ft of street right-of-way.**

The Subdivision Review Committee recommends that the Easement Vacation be recommended to City Council for APPROVAL with four conditions:

1. The right-of-way vacation shall not become effective and recorded until an ordinance is approved rezoning the property from an R-4 to a RCN (Residential Charter Neighborhood) zone district.
2. The right-of-way vacation shall not become effective and recorded until a variance is approved by the City Zoning Board of Appeals reducing the required lot area from 1,500 square feet per residential unit to 1,000 square feet per residential unit.
3. In the plat notes under reservations switch the existing words "6 feet" to the words "8 feet"
4. In the plat notes under Purpose add the word "public" between the words wide and sidewalk to read: For the purposes of a 6' wide **public** sidewalk easement.

CASE NUMBER: V-23-02

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the Street Vacation: 945 E. Routt to be sent to the attached list of owners of the property lying within hundred (300) feet of the said property on which the vacation is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

April 21, 2023

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

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

4/28/2023

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

**Owner**

BELTRAN DAVID J  
 RUDOLF MARY / LEARNED DONALD B  
 ARMIJO MANUEL + GARCIA MYRA ANN ,  
 METOYER ALFRED  
 HERNANDEZ ANTHONY E  
 TRUJILLO ROSALBA / TRUJILLO DARYL  
 MAESTAS BETTY J  
 TAPSCOTT CLAYTON F + TAPSCOTT BEDFORD C ,  
 AMATO CARL  
 ROMERO BENJAMIN ALEXANDER  
 BACA MARGARET ANN + BACA MICHAEL LAWRENCE ,  
 THOMAS LORIE L  
 HOUSING AUTHORITY OF PUEBLO  
 OLGUIN DAVID LEROY  
 MENDEZ JOANNE  
 ARRIAGA DORIS ALICE/ARRIAGA LAURE  
 VICTORY OUTREACH PUEBLO  
 JUST RITE PROPERTIES LLC  
 NORMANDY REALTY INC  
 TRUJILLO LEE/TRUJILLO DEBBIE  
 PARKER CARRIE + MUZZIO JOHN L JR ,  
 JIMENEZ JAMES D/JIMENEZ VALERIE  
 MERCADO CRESCENCIO  
 LIRA RAUL J/LIRA TESS M  
 RINCON RICKY L + JOHNSON MERCEDES R LIFE EST  
 STRINGER COLIN L  
 HUNT FLORENCE E + ZOOK FRED ,  
 SISK MICHAEL B  
 THRIFT SYNDICATE TRUST  
 CHRISTENSEN NICOLE J  
 SALDARRIAGA SOCRATES  
 TAPIA FELICIA M  
 QB ENTERPRISES LLC  
 COWDEN JOHN  
 DIAWARA PATRICIA  
 ROGERS BECKY L/ROGERS ROBERT C  
 PACHAK LINDA LEE + DOLE ELMER L ,  
 MAHER JOHN M  
 HODGES BOB JAMES JR  
 BLYTHE EMILEE ELIZABETH + SYENS KEVIN JAMES ,  
 MARTINEZ MARY ELIZABETH ESTATE/MAR + MILANO REGINA MARI  
 DELATORRE DOROTHY/ VALDEZ ROY E / + SANDOVAL DEREK ANTHI  
 LUCERO DURAN DENISE E + JIMENEZ JOHN FERNANDO ,  
 CASTILLO MIGUEL H/CASTILLO MISTY  
 DURAN ESTHER/DURAN AARON ORLANDO  
 MADKINS BARBARA B/MADKINS KEITH W

**OwnerStree**

10 DONNINGTON ST  
 10 NONA BROOKS DR UNIT B  
 1000 E ROUTT AVE  
 1004 E ROUTT AVE  
 1005 E ROUTT AVE  
 1007 E EVANS AVE  
 1007 E ROUTT AVE  
 1009 E EVANS AVE  
 1014 SPRUCE ST  
 1016 SPRUCE ST  
 1018 E ROUTT AVE  
 115 E GRANT AVE  
 1414 N SANTA FE AVE  
 1648 GARWOOD DR  
 1715 PALMER AVE  
 1787 W 29TH ST  
 2 HAMPTON LN  
 2132 VINEWOOD LN  
 220 NELSON AVE  
 2700 TROY AVE APT # D 418  
 27500 BREWSTER RD  
 2830 AZALEA ST  
 2834 LAKE AVE  
 2903 3RD AVE  
 29441 E US HIGHWAY 50  
 33 GLEN ROYAL DR  
 404 W SUMMIT AVE  
 415 3RD AVE  
 455 MACKENZIE AVE  
 4713 CEDARWEED BLVD  
 480 S HOLLY ST  
 5455 VERDE RD  
 58 GLENROYAL DR  
 711 S LINCOLN AVE APT C7  
 8835 WELLINHALL CT  
 910 SPRUCE ST  
 914 SPRUCE ST  
 916 SPRUCE ST  
 919 E ROUTT AVE  
 925 E ROUTT AVE  
 931 E EVANS AVE  
 931 SPRUCE ST  
 937 SPRUCE ST  
 939 E EVANS AVE  
 939 SPRUCE ST  
 941 E EVANS AVE

|                                                           |                 |
|-----------------------------------------------------------|-----------------|
| GALLEGOS SANDRA                                           | 941 E ROUTT AVE |
| ODALE EDWARDS / MCCULLEY ZOLANYE                          | 941 SPRUCE ST   |
| VASQUEZ ISIDRO T                                          | 943 E ROUTT AVE |
| LORDS VINEYARD                                            | 945 E EVANS AVE |
| KARLSON LINDA I, SCHWARTS MARILYN + MCCLAREN IRENE A, VAL | 945 SPRUCE ST   |
| RAMIREZ MARIA D/RAMIREZ JOSE A                            | 947 SPRUCE ST   |
| WOODARD CINDY L                                           | PO BOX 1123     |
| HELLENIC ORTHODOX COMMUNITY ASSOCI                        | PO BOX 3011     |

| OwnerCity        | Own | OwnerZip   |
|------------------|-----|------------|
| PUEBLO           | CO  | 81005-5530 |
| PUEBLO           | CO  | 81005-2188 |
| PUEBLO           | CO  | 81004-2546 |
| PUEBLO           | CO  | 81004-2546 |
| PUEBLO           | CO  | 81004-2545 |
| PUEBLO           | CO  | 81004-2538 |
| PUEBLO           | CO  | 81004-2545 |
| PUEBLO           | CO  | 81004-2538 |
| PUEBLO           | CO  | 81004-2550 |
| PUEBLO           | CO  | 81004-2550 |
| PUEBLO           | CO  | 81004-2546 |
| PUEBLO           | CO  | 81004-2130 |
| PUEBLO           | CO  | 81003-3732 |
| PUEBLO           | CO  | 81005-2200 |
| PUEBLO           | CO  | 81004-3216 |
| YUMA             | AZ  | 85364-7809 |
| PUEBLO           | CO  | 81001-1722 |
| PUEBLO           | CO  | 81005-2730 |
| PUEBLO           | CO  | 81004-1228 |
| PUEBLO           | CO  | 81001-2260 |
| PUEBLO           | CO  | 81006-9100 |
| PUEBLO           | CO  | 81005-3122 |
| PUEBLO           | CO  | 81004-3821 |
| PUEBLO           | CO  | 81008-1105 |
| PUEBLO           | CO  | 81006-9620 |
| PUEBLO           | CO  | 81005-2114 |
| PUEBLO           | CO  | 81004-2560 |
| SUPERIOR         | CO  | 80027-9613 |
| CANON CITY       | CO  | 81212-9334 |
| PUEBLO           | CO  | 81001-1014 |
| DENVER           | CO  | 80246-1422 |
| PUEBLO           | CO  | 81004-9735 |
| PUEBLO           | CO  | 81005-2174 |
| CLEARWATER       | FL  | 33756-5928 |
| COLORADO SPRINGS | CO  | 80920-7806 |
| PUEBLO           | CO  | 81004-2548 |
| PUEBLO           | CO  | 81004-2548 |
| PUEBLO           | CO  | 81004-2548 |
| PUEBLO           | CO  | 81004-2543 |
| PUEBLO           | CO  | 81004-2543 |
| PUEBLO           | CO  | 81004-2567 |
| PUEBLO           | CO  | 81004-2547 |
| PUEBLO           | CO  | 81004-2547 |
| PUEBLO           | CO  | 81004-2567 |
| PUEBLO           | CO  | 81004-2547 |
| PUEBLO           | CO  | 81004-2567 |

|            |    |            |
|------------|----|------------|
| PUEBLO     | CO | 81004-2543 |
| PUEBLO     | CO | 81004-2547 |
| PUEBLO     | CO | 81004-2543 |
| PUEBLO     | CO | 81004-2567 |
| PUEBLO     | CO | 81004-2547 |
| PUEBLO     | CO | 81004-2547 |
| WESTCLIFFE | CO | 81252-1123 |
| PUEBLO     | CO | 81005-0011 |





**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** September 11, 2023

**TO:** President Heather Graham and Members of City Council

**CC:** Mayor Nicholas A. Gradisar

**VIA:** Marisa Stoller, City Clerk

**FROM:** Scott Hobson, Acting Director Planning and Community Development

**SUBJECT:** AN ORDINANCE AMENDING ZONING RESTRICTIONS FROM R-4, MIXED RESIDENTIAL ZONE DISTRICT TO RCN, RESIDENTIAL CHARTER NEIGHBORHOOD ZONE DISTRICT FOR 945 EAST ROUTT AVENUE

**SUMMARY:**

The applicant is requesting to rezone its property containing approximately 3,000 square feet, located at 945 East Routt Avenue, from a R-4, Mixed Residential Zone District to a RCN, Residential Charter Neighborhood Zone District to facilitate the conversion of the building into four apartment units.

**PREVIOUS COUNCIL ACTION:**

The applicant is concurrently requesting the City to vacate a ten-foot by one hundred and twenty-three-foot strip of Summit Avenue right-of-way. (V-23-02)

**BACKGROUND:**

The building, constructed before 1893, includes the original two-story section which will house two, two-bedroom units and the second-story section which will house a one-bedroom unit. The second story will also include an addition for a second one-bedroom unit. All access to the units will be gained from Summit Avenue and the entryway on Routt Avenue will remain closed. The applicant is not planning on expanding any of the first-floor footprint of the building. New surface treatments will be added to the building to meet the Multifamily Housing Development and Design Standards and it will be rebranded 'The Eureka' to honor the African American lodge that met there historically.

The property at 945 East Routt first appears on Sanborn Fire Insurance maps in 1893 and served as a neighborhood mixed use building for over one hundred years. The property was at various times a retail shop, mortuary, and housed a long running fraternal hall, The Eureka Lodge, which housed one upstairs residential unit. The new

owner purchased the building from the Eureka Lodge in 2015 and seeks to convert the building into a four-unit apartment building. The change of use from mixed use/single family residential to multifamily requires compliance with all zoning codes.

The property does not meet the minimum lot width and area required by the RCN Zone District for multifamily residential. To increase lot width and area, the applicant has applied for a 10-foot vacation of Summit Avenue right of way increasing the parcel width to 33-feet, meeting the minimum 25-foot width required for the RCN Zone District and increasing the lot area to 4,059 square feet. The vacation case (V-23-02) was heard on May 10, 2023 by the Planning and Zoning Commission and the commission recommended approval to City Council contingent upon City Council's approval of the RCN rezoning.

The Summit Avenue vacation increases the parcel area to 4,026 square feet, which meets the minimum lot size for single-family residential or commercial use in the RCN Zone District. However, the parcel is 1,974 square feet less than the required 6,000 square feet for four residential dwelling units. The applicant requested variances from the minimum 6,000 square foot lot area requirement (ZBA-23-24), a parking variance from six required on-site parking spaces to zero spaces (ZBA-23-32), and a setback variance to facilitate the existing building for the development of the four dwelling units. These variances were approved by the Zoning Board of Appeals on August 22, 2023. The variances will allow the applicant to redevelop the property with four residential dwelling units. The variance for lot area is not required for the parcel to be rezoned to RCN or to facilitate development of other permitted uses in the RCN Zone District; therefore, the lot area variance will not be a condition of rezoning.

Applications for RCN, Residential Charter Neighborhood and CCN, Commercial Charter Neighborhood rezonings that promote redevelopment in Bessemer have been approved by City Council for over a decade. A similar historic mixed-use building was rezoned to a CCN, Commercial Charter Neighborhood zone district, located one block to the east at 1001 East Evans to accommodate a residence and engineering office. Figure D shows a neighborhood overview map of RCN and CCN rezonings in the immediate Bessemer area indicating there have been two CCN and one RCN rezonings within four blocks of 945 East. Routt Avenue. The proposed rezoning will reactivate a large vacant building and expand housing options, both goals of the Pueblo Comprehensive Plan.

#### **FINANCIAL IMPLICATIONS:**

There are no financial implications for the City.

#### **BOARD/COMMISSION RECOMMENDATION:**

The Planning and Zoning Commission, at their August 9, 2023 Regular Meeting, voted 5-0 to recommend approval, Commissioners Aznar and Pasternak absent.

#### **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 Pueblo Municipal Code.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. Z-23-08 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS FROM  
R-4, MIXED RESIDENTIAL ZONE DISTRICT TO RCN,  
RESIDENTIAL CHARTER NEIGHBORHOOD ZONE DISTRICT  
FOR 945 EAST ROUTT AVENUE

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 R-4, Mixed Residential Zone District to RCN, Residential Charter Neighborhood Zone District:

S 23 FT LOT 13 BLK 29 BESSEMER + N 10 FT OF SUMMIT AVENUE ADJ

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

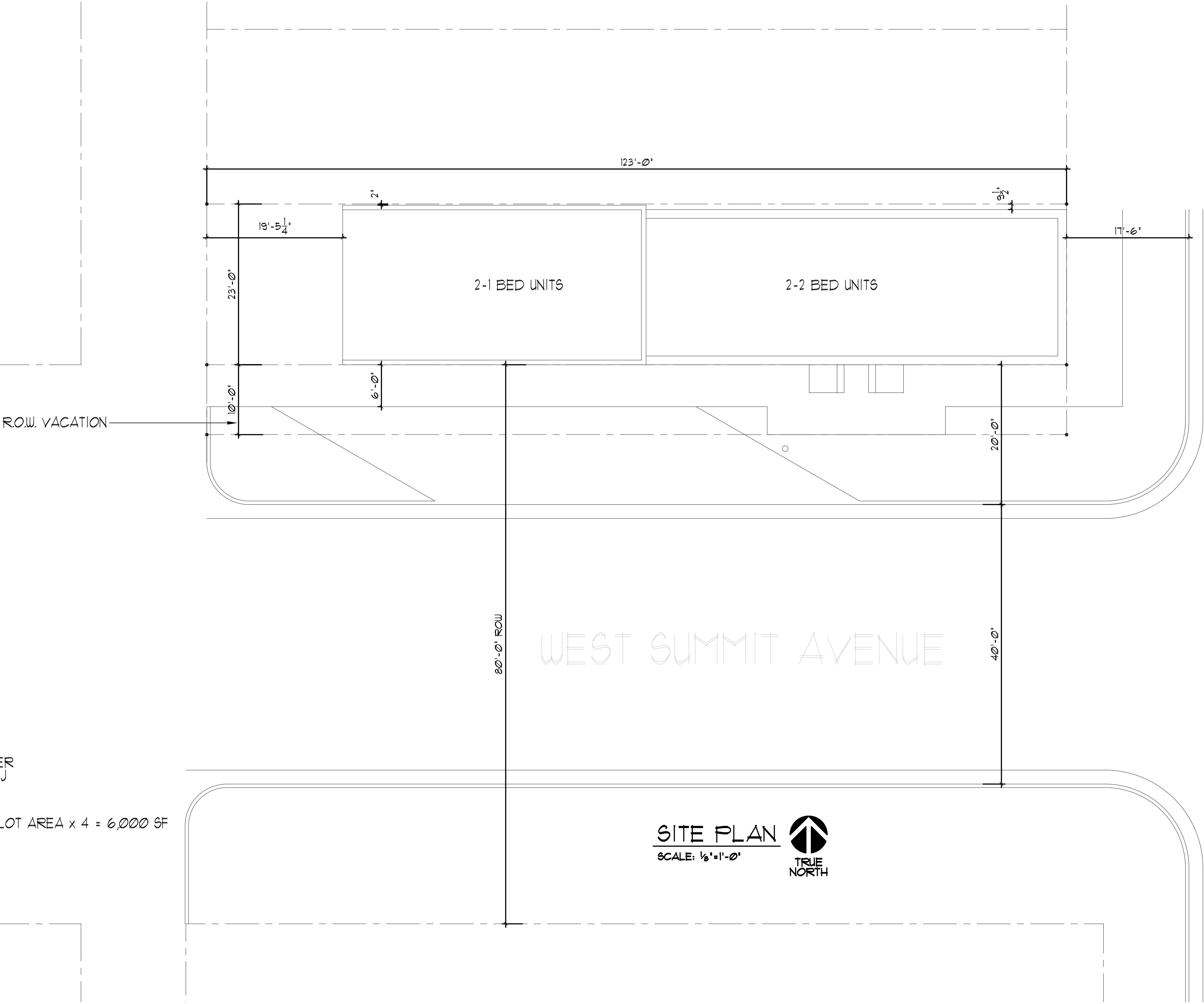
\_\_\_\_\_  
City Clerk



945 ROUTT AVENUE  
PUEBLO, CO 81004

PARCEL No.: 1501306012  
LEGAL: S 23 FT LOT 13 BLK 29 BESSEMER  
+ N 10 FT OF SUMMIT AVENUE ADJ

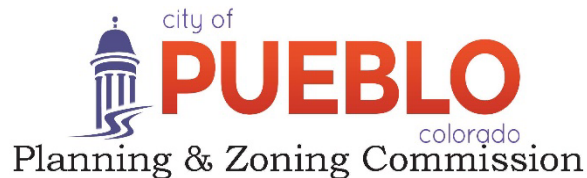
No. of UNITS: 4  
No. of UNITS ALLOWED (RCN): 1,500 SF LOT AREA x 4 = 6,000 SF  
AREA PROVIDED: 4,059 SF



Mike Castellucci  
Chair

Patrick Avalos  
Vice Chair

Sarah Martinez  
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

## ***MINUTES OF REGULAR MEETING***

City of Pueblo, Colorado

Wednesday, August 9, 2023, 2023 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

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

**Commissioners Present:** Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Lisa Bailey, Sarah Martinez (Martinez arrived at 3:37 p.m.)

**Commissioners Absent:** Alexandra Aznar, Christopher Pasternak.

**Staff Members Present:** Paul Willumstad, Board Attorney; Scott Hobson, Acting Director for Development of Planning and Community Development, Beritt Odom, Principal Planner; Mikaylin Hackley Planner, Joe Martellaro, Associate Engineer, and Cindy Capritta, Land Use Technician.

**Staff Members Absent:** None

**APPROVAL OF THE AGENDA:** Bailey moved to approve the July 12, 2023, agenda, seconded by, Avalos.

**Motion Passed: 4-0**

### **REGULAR AGENDA:**

#### **Public Hearing:**

**6. Z-23-08 Rezone:** 945 E Routt Ave. to be rezoned from R-4, Residential mixed Zone District to RCN, Residential Charter Neighborhood. Generally located at the intersection of E. Routt Avenue and Summit Avenue. Staff report by Wade Broadhead, Senior Planner.

**Public Hearing:** Applicant, Keith Wilhite was sworn in and spoke in favor of the application. No one appeared in opposition.

**Commission Action:** Bailey moved to recommend the application to City Council with 1 Staff Condition, seconded by Spinuzzi.

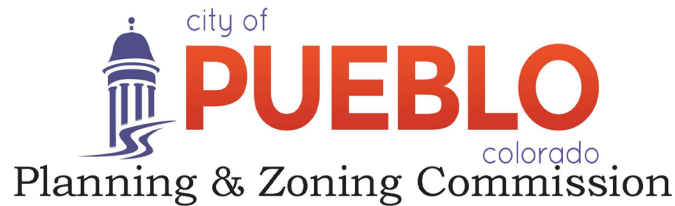
**Motion Passed: 5-0**



Mike Castellucci  
Chair

Patrick Avalos  
Vice Chair

Sarah Martinez  
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

## Z-23-08

**TO:** City of Pueblo, Planning and Zoning Commission

**FROM:** Wade Broadhead, Sr. Planner

**THROUGH:** Scott Hobson, Acting Director of Planning and Community Development

**DATE:** August 9, 2023

**SUBJECT:** Rezone 945 E. Routt from R-4, Mixed Residential District to RCN, Residential Charter Neighborhood

**APPLICANT:** Weston Burrer

**PROPERTY OWNER:** Just Rite Properties LLC.

**LOCATION:** S 23 ft, Lot 13, Bock 29, Bessemer + n 10 ft of Summit Avenue adj

**CONCURRENT REQUESTS:** V-23-02 And ZBA-23-24, variance to reduce lot area requirement for multifamily use; ZBA-23-32, variance to reduce parking requirement to zero off-street parking spaces; ZBA-23-34, variance to reduce setbacks.

### **REQUEST:**

Just Right Properties LLC is requesting to rezone the parcel at 945 E. Routt from Mixed Residential, R-4, to Residential Charter Neighborhood, RCN, to allow the conversion of a vacant commercial mixed-use building into a multifamily residential building with four dwelling units.

### **BACKGROUND AND ANALYSIS:**

The property at 945 E. Routt first appears on Sanborn Fire Insurance maps in 1893 and served as a neighborhood mixed use building for over one hundred years. The property was at various times a retail shop, mortuary, and housed a long running fraternal hall, The Eureka Lodge, which only ever contained one upstairs residential unit. The new owner purchased the building from the Eureka Lodge in 2015 and seeks to convert the building into a four-unit apartment building. The change of use from mixed use / single family residential to multifamily requires compliance with all zoning codes. Due to the small lot size and small lot width, two additional zoning actions are required: a right of way vacation and one variance for the rezoning. Three additional variances will also be required from the Zoning Board of Appeals to accommodate existing building setbacks and parking requirements.

The applicant proposes converting the building into a four-unit apartment structure. The original two-story section will house two, two-bedroom units and the one-story section will house a second story addition with two one-bedroom units. All access to the units will be gained from Summit Avenue and the entryway on Routt Ave will remain closed. The applicant is not planning on expanding any of the first-floor footprint of the building, but

they will erect a second story living space over the rear portion of the structure. New surface treatments will be added to the building to meet the Multifamily Housing Development and Design Standards and it will be rebranded 'The Eureka' to honor the African American lodge that met there historically.

945 E. Routt does not meet the minimum lot width and area required by the RCN Zone District for multifamily residential. In an effort to increase lot width and area, the applicant applied for a 10-foot vacation of Summit Ave. right of way increasing the parcel width to 33-feet, meeting the minimum 25-foot width required for the RCN and increasing the lot area to 4,059 sq. ft. The vacation (case V-23-02) was heard on May 10, 2023 by the Planning and Zoning Commission and the commission recommended approval to City Council contingent upon the RCN rezoning being recommended for approval by the Planning and Zoning Commission.

The Summit Ave. vacation increases the parcel area to 4,026 sq. ft., which meets the minimum lot size for single-family residential or commercial use in the RCN Zone District. However, the parcel is 1,974 sq. ft. less than the required 6,000 sq. ft. for four residential dwelling units. Therefore, the applicant is requesting a variance from the minimum 6,000 square foot lot area requirement, ZBA-23-24, which will be heard by the Zoning Board of Appeals on August 22, 2023. If granted the variance will allow the applicant to redevelop the property with four residential dwelling units. The variance for lot area is not required for the parcel to be rezoned to RCN or to facilitate development of other permitted uses in the RCN Zone District; therefore, the lot area variance will not be a condition of rezoning. In addition to the Summit Avenue Vacation and the lot area variance, the applicant is applying for a parking and setback variance to facilitate development of the four dwelling unit multifamily use.

The new development will consist of four residential dwelling units, the Municipal Code requires 1.5 parking spaces per dwelling unit, totaling six requiring parking spaces. Currently the property has no onsite parking, but it does have on street parking, because it is located on the corner of Routt and Summit Avenues. The applicant has applied for a variance to reduce the number of required spaces from six to zero (ZBA-23-32), which will be heard by the Zoning Board of Appeals on August 22, 2023.

The existing building was constructed before 1893 and does not meet the current required setbacks. Because the applicant is intending to add a second story addition to the rear portion of the building, a variance for the front, second front and side-yard setbacks is necessary prior to development. The applicant applied for the setback variance, (ZBA-23-33), which will be heard by the Zoning Board of Appeals on August 22, 2023.

Applications for RCN and Commercial Charter Neighborhood, CCN, rezoning to promote redevelopment in Bessemer have been approved by City Council for over a decade. A similar historic mixed-use building was rezoned CNN located one block to the east at 1001 E. Evans to accommodate a residence and engineering office. Figure D shows a neighborhood overview map of RNC and CCN rezonings in the immediate Bessemer area indicating there have been two CCN and one RCN rezonings within four blocks of 945 E. Routt Avenue. The proposed rezoning will reactivate a large vacant building and expand housing options, both goals of the Pueblo Comprehensive Plan.

---

**STAFF REVIEW AND FINDINGS:**

**Site Character:** The site is currently developed with a two-story mixed use historic building erected before 1893 and expanded in 1950 to occupy most of the lot. The building is now boarded up and vacant.

**Neighborhood**

|                       |       |                                                                                  |
|-----------------------|-------|----------------------------------------------------------------------------------|
| <b>Compatibility:</b> | North | R-4, Single family and two-family residences.                                    |
|                       | East  | R-5, Parking lot for a catholic church and single-family residences beyond that. |
|                       | South | R-4, single- and two-family residences.                                          |
|                       | West  | R-4, single and some multifamily residences and a church.                        |

**Comprehensive Plan:**

The area proposed to be rezoned is designated as Urban Neighborhood by the “Pueblo Regional Comprehensive Plan, 2022.” According to the Comprehensive Plan, Urban Neighborhoods are generally located in the central portion of the city and were developed prior to 1950. Such neighborhoods are characterized by uniform block sizes with gridded streets, alleys, and an integrated mix of housing types, including single-family homes, duplexes, small multi-family buildings, and accessory dwelling units.

The proposed rezoning, to facilitate the rehabilitation of a vacant building into of a four-family apartment structure, meets the intent of the Comprehensive Plan by providing a mixture of housing types within the Bessemer Neighborhood.

**Comprehensive Plan Goals and Policies:**

Guiding Principal 1, of the 2022 Pueblo Regional Comprehensive Plan, states “rising housing costs and a constrained housing supply have made it increasingly difficult for many people to find housing that meets their needs, at a price they can afford” (p. 18). Goal 1.1 of the plan is to “expand housing options to meet the needs of existing and future residents of all ages, abilities, and income levels (p.19). The Comprehensive Plan also includes Policy 1.1.7, “Higher Density Housing,” which states high density residential development is to be encouraged in the downtown, urban neighborhoods, and along corridors.

The proposed rezoning to facilitate the construction of a four-family apartment structure meets the intent of the Comprehensive Plan by providing a mixture of housing types within the Bessemer Neighborhood.

**ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:**

According to PMC Sec. 17-4-51(12) “The standards of this district (*RCN*) are designed to maintain the character of the City's original neighborhoods, sometimes referred to as Charter Neighborhoods, while meeting modern needs and standards. These developed neighborhoods have a traditional neighborhood pattern with a diversity of affordable housing types on a variety of lot sizes with small lots predominating”.

□ **Minimum lot size and area:**

Section 17-4-4,(f),(1), of the Pueblo Municipal Code requires multifamily structures with three to five dwelling units to have a minimum lot area of 1,500 sq. ft. per dwelling unit. The required lot area for the proposed development is 6,000 sq. ft., the development parcel is only 4,059 with the Routt Ave. Vacation; therefore, a variance to reduce the lot area is necessary to institute the four-unit multifamily residential use.

□ **Lot coverage:**

- According to the table in Sec. 17-4-2, of the Pueblo Municipal Code, the RCN Zone District allows 50-percent lot coverage; lot coverage between 51 and 75-percent may be allowed by review of the Administrative Official. The proposed multifamily residence covers approximately 57-percent of the lot, the applicant will be requesting administrative review of the additional lot coverage beyond the 50-percent allowed by right.

□ **Zone District performance standards:**

The RCN Performance Standards provide the requirements relating to minimizing the impact of the development on the surrounding neighborhood and are described in detail below:

**1. Parking Standards, Sec 17-4-42**

- Multifamily dwellings are required to provide one and a half permanent off-street parking spaces per dwelling unit (six total), the applicant is providing no on-site parking, and is requesting a variance from the parking requirements, ZBA-23-32.

**2. Additional Performance Standards.**

- Additional performance standards will be reviewed at the time of commercial site plan review. A preliminary review with the architect and owner indicated the proposed development could comply with the performance standards.

**3. Multifamily Housing Development and Design Standards, Sec 17-4 14.**

- The proposed development will also trigger review under the city's new multifamily housing performance standards. Staff will ensure that the standards are met prior to approval of the building permit.

**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 applicant's 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 property owner signed the application.**

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

- Comments      **A full legal description of the property was provided with the application.**

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 applicant proposes to use the property as a four-unit apartment building.**

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

- Comments      **A preliminary site plan has been provided.**

---

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

☐ Comments

**The applicant indicated that work would start sometime in 2023 and open in 2024**

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

☐ Comments

**The applicant has provided a statement that he can complete this project.**

### **ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:**

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

- The rezoning will further the goal of promoting redevelopment of charter neighborhoods and expanding housing opportunities for Pueblo citizens.

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

- Not Applicable

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

- Not Applicable

### **RECOMMENDED ACTION:**

If the Planning and Zoning Commission finds the rezoning request furthers the goals and objectives of the Comprehensive Plan, a recommendation of approval to City Council is appropriate, once the following condition is satisfied:

1. The vacation of Summit Avenue Right of Way is approved by City Council

### **REFERRAL AGENCIES AND COMMENTS:**

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

### **ATTACHMENTS:**

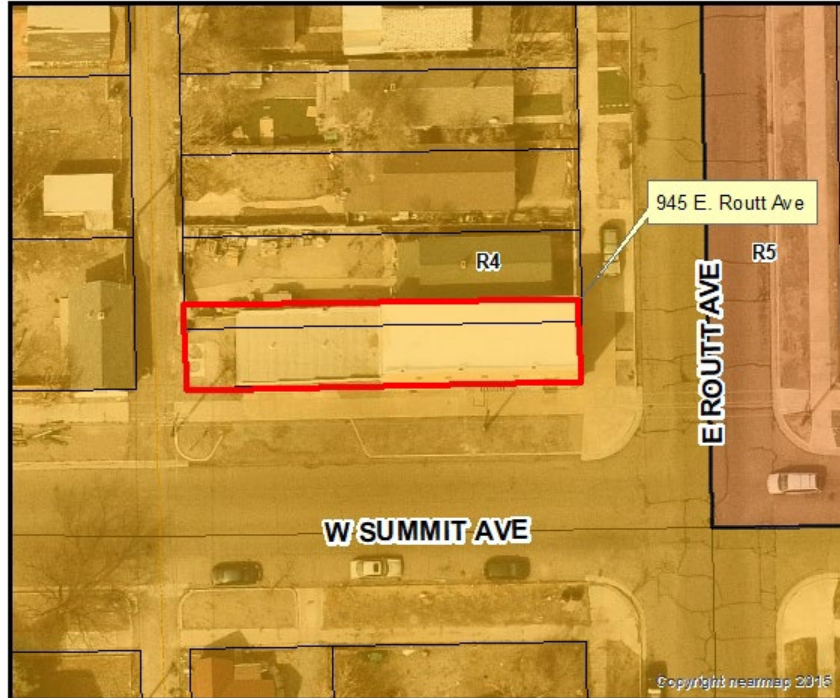
- A. Aerial Photograph
- B. Zoning Map

- C. Comprehensive Plan Map
- D. Neighborhood Vicinity Map of Other RCN and CCN Rezonings
- E. Site Photographs
- F. Excerpt of the 1893 Sanborn Fire Insurance map showing 945 E. Routt Ave
- G. Application
- H. Zoning Exhibit
- I. Preliminary Elevations
- J. Site Plan

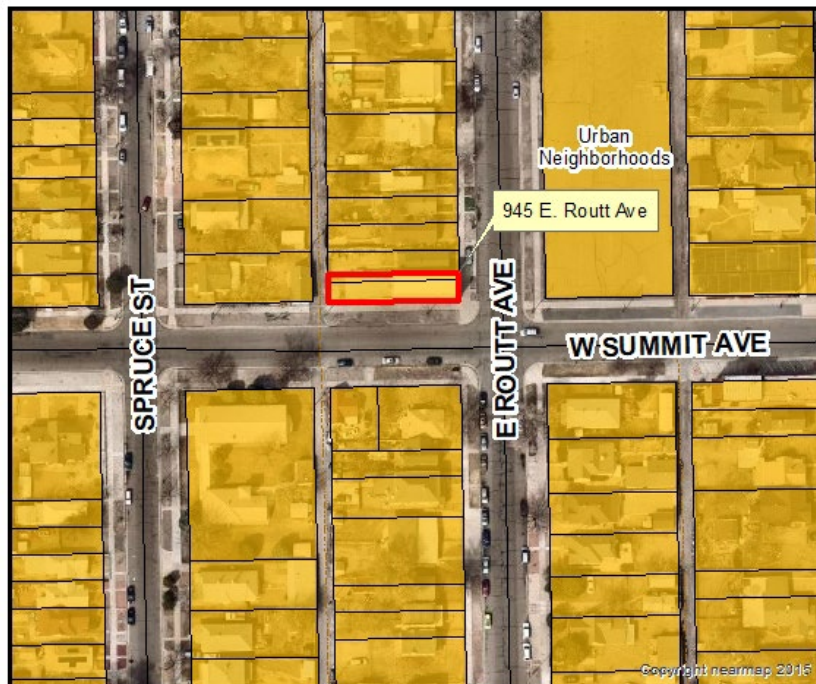


A. Aerial Photograph



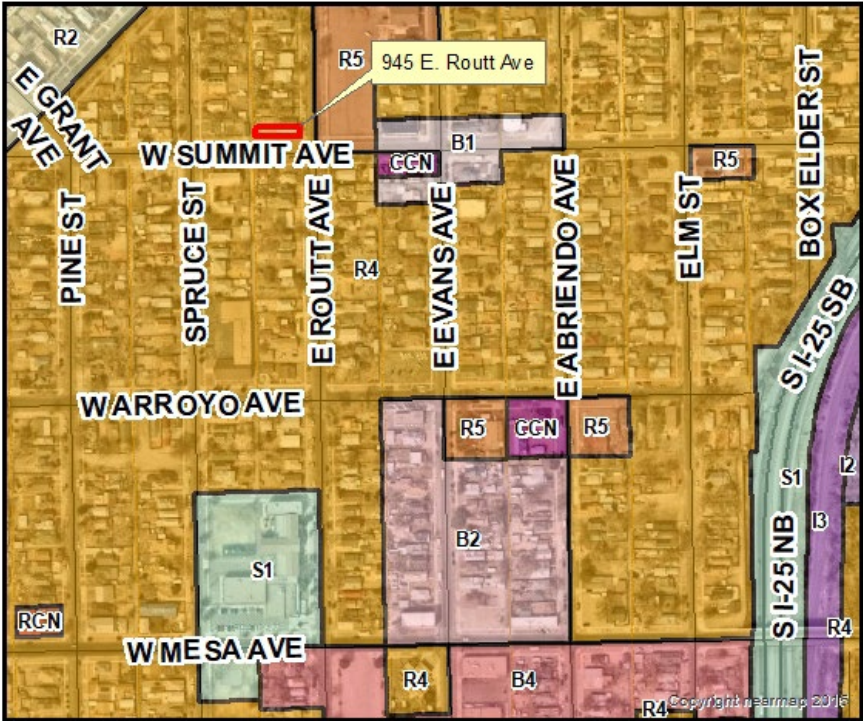


B. Zoning



C. Comprehensive Plan Map





D. Neighborhood Zoning Overview Showing RCN and CCN Rezoning



E1. Site Photos. Proof of posting



E2. Overview of 945 E. Routt Ave



E4. Overview of the building from Summit Avenue.





E3. Overview of the later rear 1 story addition.



E5. Overview looking northeast showing parking lot and low demand for on street parking.





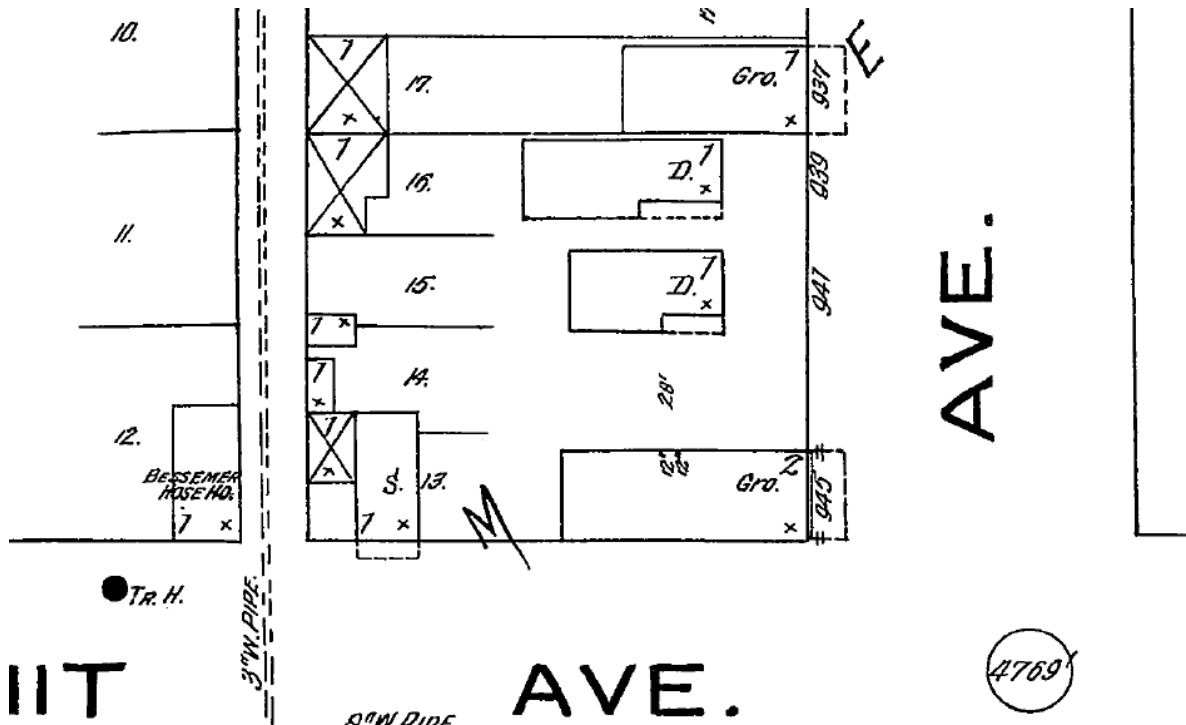
E6. Overview of the rear of the property.



E8. Overview of the northern property line looking west.



E7. Overview of 1001 E. Evans rezoned to CCN with 945 E. Routt in the background.



F. Excerpt from the 1893 Sanborn Fire Insurance map showing 945 E. Routt Ave



**F. Application and attachments**

|                                                                                                                                    |                                     |                                             |
|------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|---------------------------------------------|
|                                                   |                                     | <b>Planning &amp; Community Development</b> |
| <small>211 East D Street   Pueblo, Colorado 81003   Tel 719-553-2259   Fax 719-553-2359   TTY 719-553-2611   www.pueblo.us</small> |                                     |                                             |
| <b>Planning &amp; Zoning Map Amendment Application (Rezoning)</b>                                                                  |                                     |                                             |
| Please type or print clearly. Illegible applications will not be accepted. Case #: _____                                           |                                     |                                             |
| <b>Property Owner</b>                                                                                                              |                                     |                                             |
| Name: Keith Wilhite                                                                                                                |                                     |                                             |
| Company: Just Rite Properties, LLC                                                                                                 |                                     |                                             |
| Address: 2132 Vinewood Ln                                                                                                          |                                     | Zip: 81005                                  |
| Phone: ( ) 719 252 8865                                                                                                            | Email: kwilhite5419@gmail.com       |                                             |
| <b>Applicant</b>                                                                                                                   |                                     |                                             |
| Name: Weston Burrer                                                                                                                |                                     |                                             |
| Company: Weston C Burrer, Architect                                                                                                |                                     |                                             |
| Address: 3335 Bobcat Lane                                                                                                          |                                     | Zip: 81005                                  |
| Phone: ( ) 719 250 4257                                                                                                            | Email: weston@wcburrerarchitect.com |                                             |
| <b>Person or Firm Representing (If Different From) Owner or Applicant</b>                                                          |                                     |                                             |
| Name:                                                                                                                              |                                     |                                             |
| Company:                                                                                                                           |                                     |                                             |
| Address:                                                                                                                           |                                     | Zip:                                        |
| Phone: ( )                                                                                                                         | Email:                              |                                             |
| <i>The applicant will be the primary contact unless otherwise noted.</i>                                                           |                                     |                                             |
| <b>Project Location:</b> 945 E. Routt<br><small>(address or general description)</small>                                           |                                     |                                             |
| Parcel# 1501306012                                                                                                                 |                                     |                                             |
| Legal Description: S 23 FT LOT 13 BLK 29 BESSEMER                                                                                  |                                     |                                             |
| Subdivision: 86 MINNEQUA PARK + BESEM                                                                                              |                                     | Acreage: .095                               |
| <b>Existing Zone District:</b> R-4                                                                                                 |                                     |                                             |
| <b>Proposed Zone District:</b> RCN                                                                                                 |                                     |                                             |

7-29-20

**Purpose of this Application:**

☒ To permit development of the property not allowed under the existing zone district.

☐ To provide proper zone district in conjunction with the subdivision plan for the area.

☐ In conjunction with the Annexation petition to annex the property in a use different than the existing Pueblo County Zoning.

☐ Other (specify): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Continued from previous page)

|                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| <b>Statement of Facts:</b>                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                      |
| Justifying the zone change request. Be specific; use additional sheets if necessary.                                                                                                                                                                                                                                                                                          |                                                                                                                                      |
| RCN allows use of property that is more than 25ft wide but less than 50ft like the existing zone district. Proposed development is 4 residential units.                                                                                                                                                                                                                       |                                                                                                                                      |
| Description of area surrounding proposed development:                                                                                                                                                                                                                                                                                                                         |                                                                                                                                      |
| 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. |                                                                                                                                      |
|                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                      |
|                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                      |
|                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                      |
|                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                      |
|                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                      |
|                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                      |
| <input checked="" type="checkbox"/> 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: September 2023                                                                                                                                                                                                                                                                                                                          |                                                                                                                                      |
| Estimated date for completion of project: March 2023                                                                                                                                                                                                                                                                                                                          |                                                                                                                                      |
| A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.                                                                                                                                                                                                          |                                                                                                                                      |
| Pueblo Bank and Trust is waiting for final approvals before finalizing the construction loan.                                                                                                                                                                                                                                                                                 |                                                                                                                                      |
|                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                      |
|                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                      |
|                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                      |
| <input type="checkbox"/> CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. (if applicable)                                                                                                                                                                                                                                     |                                                                                                                                      |
| 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.                                                                                                                                                     |                                                                                                                                      |
| <b>Office Use Only</b>                                                                                                                                                                                                                                                                                                                                                        | <b>Zoning Compliance (Completed by City Staff)</b>                                                                                   |
|                                                                                                                                                                                                                                                                                                                                                                               | Application received by: _____ Date: _____                                                                                           |
|                                                                                                                                                                                                                                                                                                                                                                               | Application checked for completeness by: _____ Date: _____                                                                           |
|                                                                                                                                                                                                                                                                                                                                                                               | Case Manager: _____ Fee Paid: _____                                                                                                  |
|                                                                                                                                                                                                                                                                                                                                                                               | Hearing date: _____ <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Approved w/conditions |

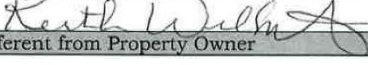




Planning & Community Development

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

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

|                                             |                                                                                   |               |
|---------------------------------------------|-----------------------------------------------------------------------------------|---------------|
| Property Owner                              |                                                                                   |               |
| Print Name:                                 | Keith Wilhite                                                                     |               |
| Signature:                                  |  | Date: 7-20-23 |
| Applicant, if different from Property Owner |                                                                                   |               |
| Print Name:                                 |                                                                                   |               |
| Signature:                                  |                                                                                   | Date:         |

7-29-20

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Candace Rivera Clerk/Recorder, Pueblo County, Co

2

**STATEMENT OF AUTHORITY**

1. This Statement of Authority relates to an entity named Just Rite Properties, L.L.C., a Colorado Limited Liability Company, and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.
2. The type of entity is a Limited Liability Company.
3. The entity is formed under the laws of the State of Colorado
4. The mailing address of the entity is 2132 Vinewood Ln., CO 81005.
5. The name and position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity are: Keith Wilhite, aka Keith M. Wilhite.
6. The authority of foregoing person(s) to bind the entity is limited as follows: Only by the express terms of the Articles of Organization and/or by the express terms of the Operating Agreement of Just Rite Properties, L.L.C.
7. Other matters concerning the manner in which the entity deals with interests in real property: Pursuant to the express provisions of Section 5 of the Operating Agreement of Just Rite Properties, L.L.C. dated February 16, 2015, Keith Wilhite, as the sole member and General Manager of Just Rite Properties, L.L.C, has full authority, without limitation, to execute any documents and instruments necessary and/or related to the acquisition and/or sale of all interests of any nature in real property.

Executed this 7 day of February, 2023.

**JUST RITE PROPERTIES, L.L.C.**  
**A Colorado Limited Liability Company**

BY:

Keith Wilhite  
Keith Wilhite, Member

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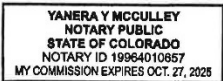
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Page: 2 of 2 2 18:00 D 0 00 Y 18:00  
Candace Rivera Clerk/Recorder, Pueblo County, Co

STATE OF COLORADO )  
COUNTY OF PUEBLO ) ss

The foregoing instrument was acknowledged before me the 7<sup>th</sup> day of February, 2023, by Keith Wilhite in his capacity as General Manager of Just Rite Properties, L.L.C.

Witness my hand and official seal.

My commission expires: Oct 27, 2025

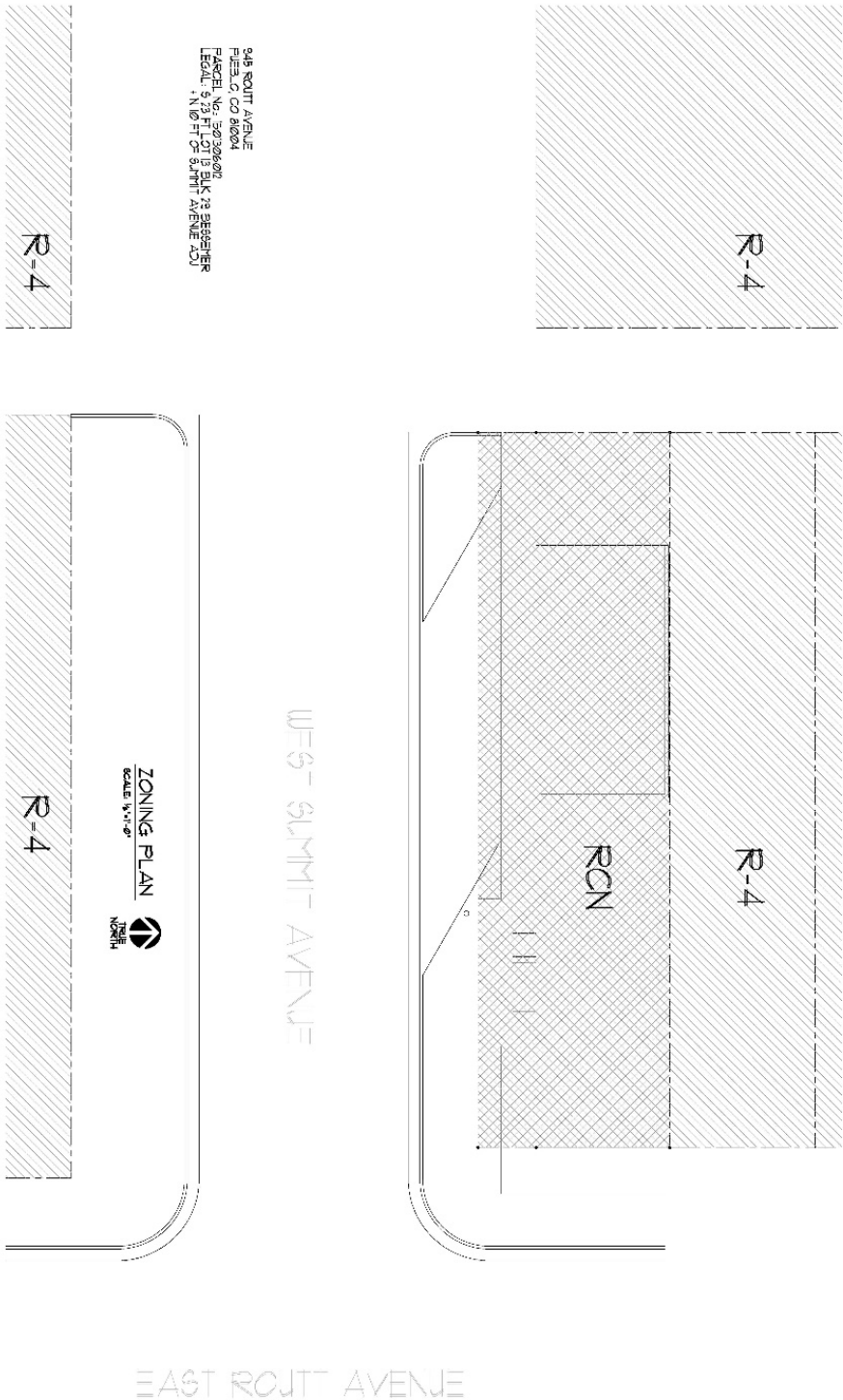


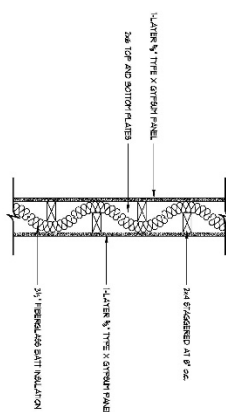
*[Signature]*  
Notary Public



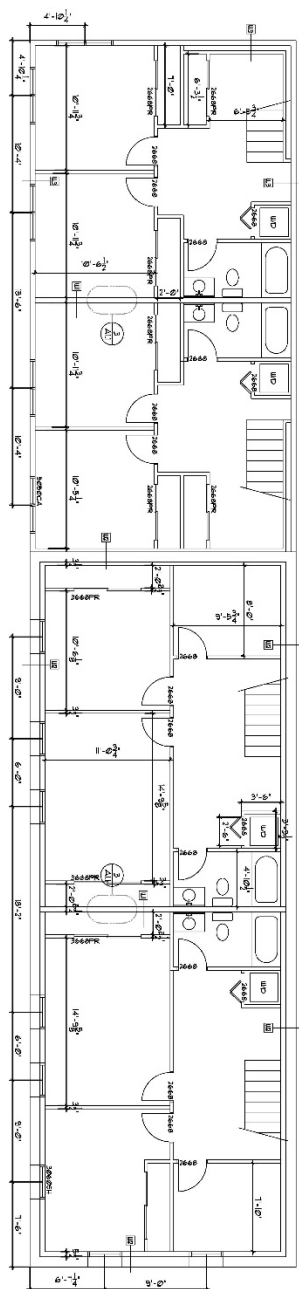
2

Office of County Clerk & Recorder  
Pueblo County, State of Colorado  
Certified to be a full, True and Correct  
Copy of record in my Office.  
Book 2304261 Page 2  
Rec No. 2304261  
Date Oct 20 2023  
*Candace Rivera*  
Pueblo County Clerk & Recorder  
By *[Signature]* Deputy

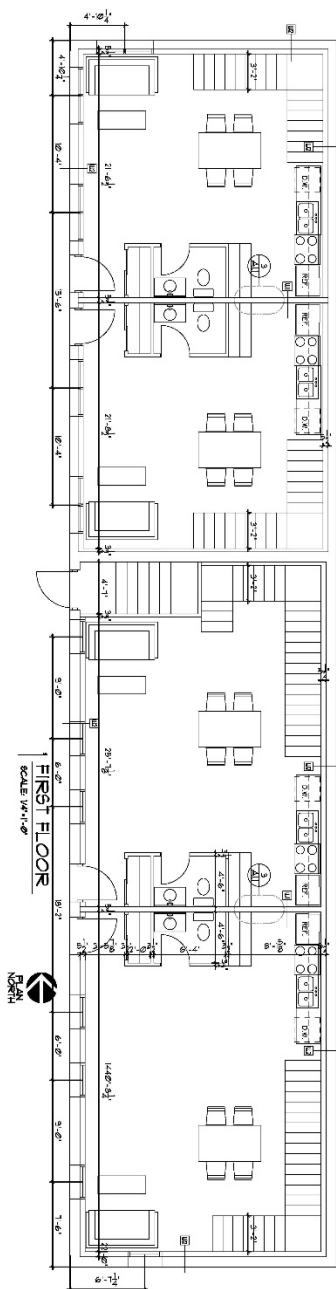




3  
RATED PARTY WALL  
SCALE: 1-1/2"=1'-0"



## 2 SECOND FLOOR



FIRST FLOOR

|         |           |
|---------|-----------|
| 1.24.23 | REVISIONS |
|---------|-----------|

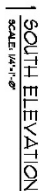
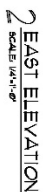
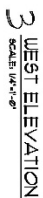
**THE EUREKA APARTMENTS**  
503-505-507-509 SUMMIT AVENUE  
PUEBLO, COLORADO 81004

WESTON C. BURRER  
architect

719.250.4257  
WESTON.BURTER@GMAIL.COM  
3335 BOBCAT LANE PUEBLO CO 81005

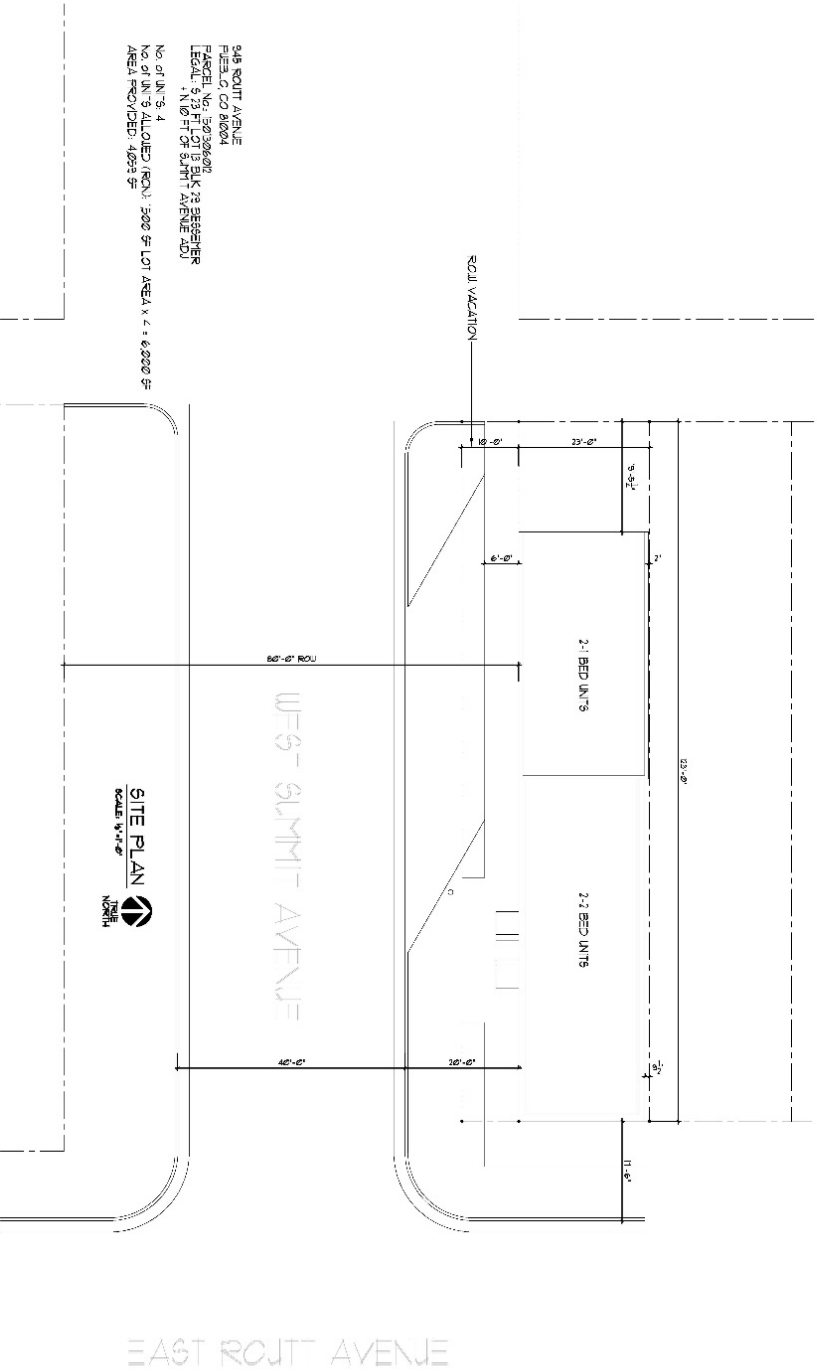
SHEET

## A1.1



**Weston C. Burrer**  
architect  
719.250.4257  
weston.burrer@gmail.com  
3335 BOBCAT LANE PUEBLO CO 81005





July 17, 2023

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

**Zoning:** 945 E. Routt Rezoning, from Mixed Residential District (R-4) to Residential Charter Neighborhood District (RCN) for the purposes of creating a multifamily apartment building. Property located at 945 E. Routt Avenue legally described as the South 23 feet of Lot 13, Block 29, Bessemer.

**The Planning and Zoning Commission meeting will be held on August 9th, 2023, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNfZnpPWG1Ydz09>, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose).** You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit [www.pueblo.us/PandZ](http://www.pueblo.us/PandZ) and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please call the number below if you have questions.**

Scott Hobson, Acting Director  
Planning & Community Development  
By **Wade Broadhead**, Sr. Planner  
(719) 553-2280

July 17, 2023

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

**Zoning:** 945 E. Routt Rezoning, from Mixed Residential District (R-4) to Residential Charter Neighborhood District (RCN) for the purposes of creating a multifamily apartment building. Property located at 945 E. Routt Avenue legally described as the South 23 feet of Lot 13, Block 29, Bessemer.

**The Planning and Zoning Commission meeting will be held on August 9th, 2023, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNfZnpPWG1Ydz09>, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose).** You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit [www.pueblo.us/PandZ](http://www.pueblo.us/PandZ) and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please call the number below if you have questions.**

Scott Hobson, Acting Director  
Planning & Community Development  
By **Wade Broadhead**, Sr. Planner  
(719) 553-2280

July 17, 2023

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Scott Hobson, Acting Director  
Planning & Community Development  
By **Wade Broadhead**, Sr. Planner  
(719) 553-2280

CASE NUMBER: Z-23-08

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 945 E Routt 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.

July 25, 2023

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By

A rectangular box containing a handwritten signature in cursive script that reads "Cindy Caputo".

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 945 E. Routt Ave. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

July 25, 2023

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By

A rectangular box containing a handwritten signature in cursive script that reads "Cindy Caputo".

| Owner                                              | OwnerStreet         | OwnerCity  | OwnerState | OwnerZip   |
|----------------------------------------------------|---------------------|------------|------------|------------|
| BELTRAN DAVID J                                    | 10 DONNINGTON ST    | PUEBLO     | CO         | 81005-5530 |
| RUDOLF MARY / LEARNED DONALD B                     | 10 NONA BROOKS DR   | PUEBLO     | CO         | 81005-2180 |
| ARMIJO MANUEL + GARCIA MYRA ANN ,                  | 1000 E ROUTT AVE    | PUEBLO     | CO         | 81004-2540 |
| METOYER ALFRED                                     | 1004 E ROUTT AVE    | PUEBLO     | CO         | 81004-2540 |
| HERNANDEZ ANTHONY E                                | 1005 E ROUTT AVE    | PUEBLO     | CO         | 81004-2540 |
| TRUJILLO ROSALBA / TRUJILLO DARYL                  | 1007 E EVANS AVE    | PUEBLO     | CO         | 81004-2530 |
| MAESTAS BETTY J                                    | 1007 E ROUTT AVE    | PUEBLO     | CO         | 81004-2540 |
| MARINE SHAE L                                      | 1012 E ROUTT AVE    | PUEBLO     | CO         | 81004-2540 |
| ROMERO BENJAMIN ALEXANDER                          | 1016 SPRUCE ST      | PUEBLO     | CO         | 81004-2550 |
| BACA MARGARET ANN + BACA MICHAEL LAWRENCE          | 1018 E ROUTT AVE    | PUEBLO     | CO         | 81004-2540 |
| THOMAS LORIE L                                     | 115 E GRANT AVE     | PUEBLO     | CO         | 81004-2130 |
| HOUSING AUTHORITY OF PUEBLO                        | 1414 N SANTA FE AVE | PUEBLO     | CO         | 81003-3730 |
| ARRIAGA DORIS ALICE/ARRIAGA LAURE                  | 1417 S HOWARD DR    | YUMA       | AZ         | 85364-4120 |
| JOUNI SULTANA                                      | 1661 MOORE AVE      | PUEBLO     | CO         | 81004-2300 |
| MENDEZ JOANNE                                      | 1715 PALMER AVE     | PUEBLO     | CO         | 81004-3210 |
| VICTORY OUTREACH PUEBLO                            | 2 HAMPTON LN        | PUEBLO     | CO         | 81001-1720 |
| JUST RITE PROPERTIES LLC                           | 2132 VINEWOOD LN    | PUEBLO     | CO         | 81005-2730 |
| TRUJILLO LEE/TRUJILLO DEBBIE                       | 2700 TROY AVE APT # | PUEBLO     | CO         | 81001-2260 |
| PARKER CARRIE + MUZZIO JOHN L JR ,                 | 27500 BREWSTER RD   | PUEBLO     | CO         | 81006-9100 |
| JIMENEZ JAMES D/JIMENEZ VALERIE                    | 2830 AZALEA ST      | PUEBLO     | CO         | 81005-3120 |
| MERCADO CRESCENCIO                                 | 2834 LAKE AVE       | PUEBLO     | CO         | 81004-3820 |
| LIRA RAUL J/LIRA TESS M                            | 2903 3RD AVE        | PUEBLO     | CO         | 81008-1100 |
| RINCON RICKY L + JOHNSON MERCEDES R LIFE EST ,     | 29441 E US HIGHWAY  | PUEBLO     | CO         | 81006-9620 |
| HUNT FLORENCE E + ZOOK FRED ,                      | 404 W SUMMIT AVE    | PUEBLO     | CO         | 81004-2560 |
| AMATO WAYNE R/ DURAN TERRY A                       | 4161 SURFWOOD LN    | PUEBLO     | CO         | 81005-3280 |
| THRIFT SYNDICATE TRUST                             | 455 MACKENZIE AVE   | CANON CITY | CO         | 81212-9330 |
| CHRISTENSEN NICOLE J                               | 4713 CEDARWEED BL   | PUEBLO     | CO         | 81001-1010 |
| SALDARRIAGA SOCRATES                               | 480 S HOLLY ST      | DENVER     | CO         | 80246-1420 |
| TAPIA FELICIA M                                    | 5455 VERDE RD       | PUEBLO     | CO         | 81004-9730 |
| QB ENTERPRISES LLC                                 | 58 GLENROYAL DR     | PUEBLO     | CO         | 81005-2170 |
| SISK MICHAEL B                                     | 671 W ASH ST        | LOUISVILLE | CO         | 80027-1100 |
| COWDEN JOHN                                        | 711 S LINCOLN AVE A | CLEARWATER | FL         | 33756-5920 |
| BLISSFUL HOMES LLC                                 | 8420 STATE HIGHWAY  | BEULAH     | CO         | 81023-9720 |
| DIAWARA PATRICIA                                   | 8835 WELLINHALL CT  | COLORADO   | CO         | 80920-7800 |
| ROGERS BECKY L/ROGERS ROBERT C                     | 910 SPRUCE ST       | PUEBLO     | CO         | 81004-2540 |
| PACHAK LINDA LEE + DOLE ELMER L ,                  | 914 SPRUCE ST       | PUEBLO     | CO         | 81004-2540 |
| MAHER JOHN M                                       | 916 SPRUCE ST       | PUEBLO     | CO         | 81004-2540 |
| HODGES BOB JAMES JR                                | 919 E ROUTT AVE     | PUEBLO     | CO         | 81004-2540 |
| OLGUIN DAVID LEROY                                 | 922 SPRUCE ST       | PUEBLO     | CO         | 81004-2540 |
| BLYTHE EMILEE ELIZABETH + SYENS KEVIN JAMES ,      | 925 E ROUTT AVE     | PUEBLO     | CO         | 81004-2540 |
| MARTINEZ MARY ELIZABETH ESTATE/MAR + MILANO REGINA | 931 E EVANS AVE     | PUEBLO     | CO         | 81004-2560 |
| DELATORRE DOROTHY/ VALDEZ ROY E / + SANDOVAL DEREK | 931 SPRUCE ST       | PUEBLO     | CO         | 81004-2540 |
| LUCERO DURAN DENISE E/JIMENEZ JOH                  | 937 SPRUCE ST       | PUEBLO     | CO         | 81004-2540 |
| CASTILLO MIGUEL H/CASTILLO MISTY                   | 939 E EVANS AVE     | PUEBLO     | CO         | 81004-2560 |
| DURAN ESTHER/DURAN AARON ORLANDO                   | 939 SPRUCE ST       | PUEBLO     | CO         | 81004-2540 |
| MADKINS BARBARA B/MADKINS KEITH W                  | 941 E EVANS AVE     | PUEBLO     | CO         | 81004-2560 |

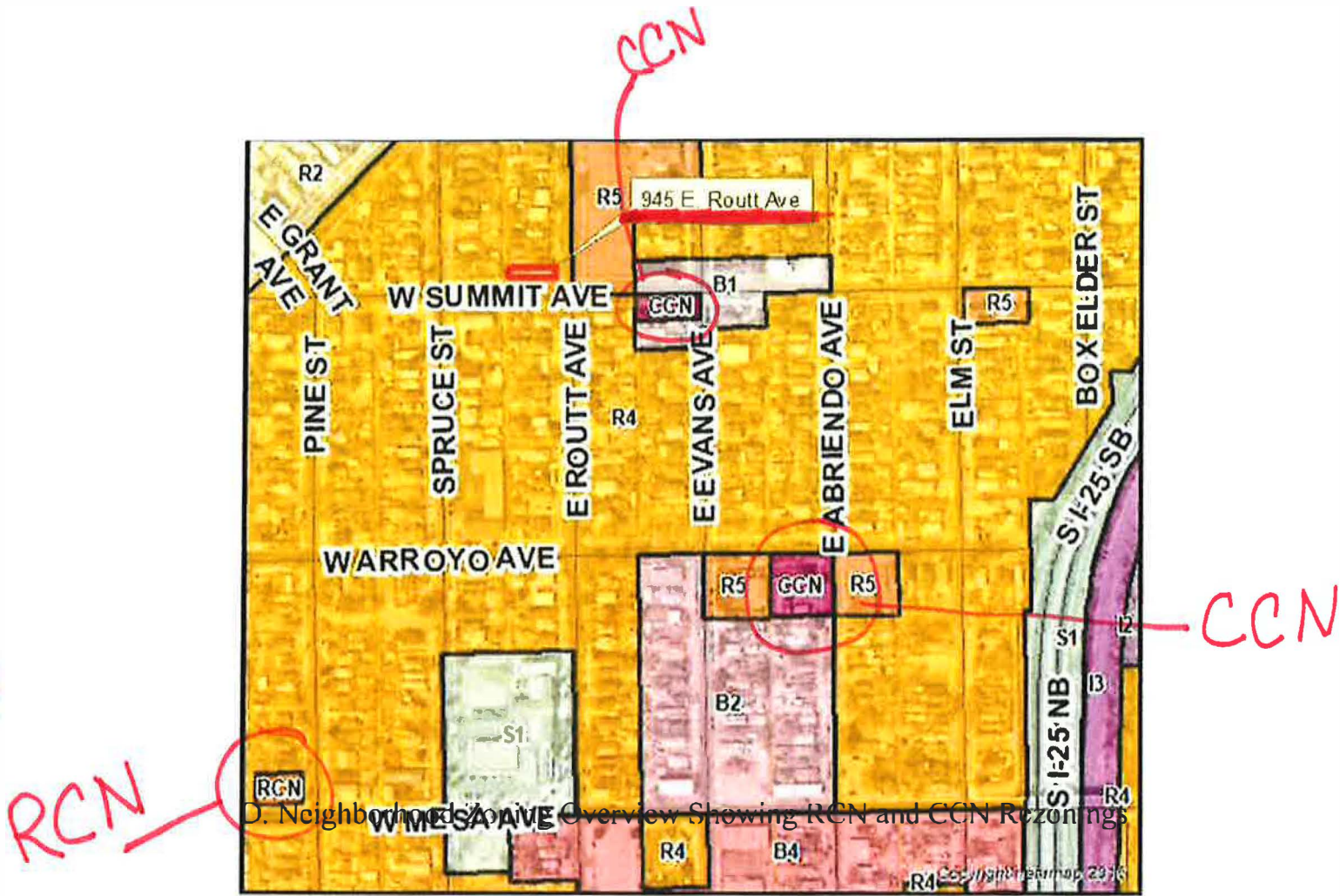
|                                                    |                 |           |    |            |
|----------------------------------------------------|-----------------|-----------|----|------------|
| GALLEGOS SANDRA                                    | 941 E ROUTT AVE | PUEBLO    | CO | 81004-2543 |
| ODALE EDWARDS / MCCULLEY ZOLANYE                   | 941 SPRUCE ST   | PUEBLO    | CO | 81004-2543 |
| VASQUEZ ISIDRO T                                   | 943 E ROUTT AVE | PUEBLO    | CO | 81004-2543 |
| LORDS VINEYARD                                     | 945 E EVANS AVE | PUEBLO    | CO | 81004-2563 |
| KARLSON LINDA I, SCHWARTS MARILYN + MCCLAREN IRENE | 945 SPRUCE ST   | PUEBLO    | CO | 81004-2543 |
| RAMIREZ MARIA D/RAMIREZ JOSE A                     | 947 SPRUCE ST   | PUEBLO    | CO | 81004-2543 |
| WOODARD CINDY L                                    | PO BOX 1123     | WESTCLIFF | CO | 81252-1123 |
| HELLENIC ORTHODOX COMMUNITY ASSOCI                 | PO BOX 3011     | PUEBLO    | CO | 81005-0013 |

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FIGURE D





**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** September 11, 2023

**TO:** President Heather Graham and Members of City Council

**CC:** Mayor Nicholas A. Gradisar

**VIA:** Marisa Stoller, City Clerk

**FROM:** Scott Hobson, Acting Director Planning and Community Development

**SUBJECT:** AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE APPROXIMATELY 3,000 SQUARE FEET OF LAND AT 718 WEST 4TH STREET FROM B-4, REGIONAL BUSINESS ZONE DISTRICT TO S-1, GOVERNMENT USE ZONE DISTRICT

**SUMMARY:**

The applicant is requesting to rezone approximately 3,000 square feet at 718 West 4<sup>th</sup> Street from B-4, Regional Business Zone District to S-1, Government Use Zone District to facilitate support uses for the adjacent Pueblo Rescue Mission Shelter.

**PREVIOUS COUNCIL ACTION:**

None.

**BACKGROUND:**

This rezone site is a 3,000 square foot parcel that was recently purchased by the City. The purpose of this rezone is to allow the City to utilize the land for support services in tandem with the adjacent Pueblo Rescue Mission shelter. Currently, the site is zoned as a B-4 Regional Business District, which limits the potential supporting land use for the homeless shelter, located west of the site. Should the parcel be rezoned as an S-1, the city has more flexibility to utilize the property for governmental uses allowed for within an S-1 Governmental Use Zone District. Any plans for the development of the property must be reviewed and approved by the City Planning & Zoning Commission prior to the approval of building permits or other site improvements. There are currently no detailed site plans for the parcel, as the funding for this project is not yet finalized and will affect exactly what improvement will be proposed for the property. The existing structure on this property is not currently in use and the Regional Building Department provided some background on its recent history (see attachment F). The intention is to have the structure demolished and have the property prepared for a future use. The S-1, Government Use District is intended to retain and provide land areas held, used, or

controlled for governmental purposes by or for any department or branch of government. The S-1 District will allow flexibility regarding development and use of the site. Generally, land owned and actively used by local, state, or federal governments, such as public schools or special districts, is zoned S-1.

**FINANCIAL IMPLICATIONS:**

There are no financial implications for the City.

**BOARD/COMMISSION RECOMMENDATION:**

The Planning and Zoning Commission, at their August 9, 2023 Regular Meeting, voted 5-0 to recommend approval, Commissioners Aznar and Pasternak absent.

**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 Pueblo Municipal Code.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. Z-23-07 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO  
REZONE APPROXIMATELY 3,000 SQUARE FEET OF LAND AT  
718 WEST 4TH STREET FROM B-4, REGIONAL BUSINESS  
ZONE DISTRICT TO S-1, GOVERNMENT USE 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 B-4, Regional Business Zone District to S-1, Government Use Zone District:

Lot 25, Block 3, Thatcher and Gast's 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 \_\_\_\_\_.

Final adoption of Ordinance by City Council on \_\_\_\_\_.

\_\_\_\_\_  
President of City Council

**Action by the Mayor:**

☐ Approved on \_\_\_\_\_.

☐ Disapproved on \_\_\_\_\_ based on the following objections:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Mayor

**Action by City Council After Disapproval by the Mayor:**

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

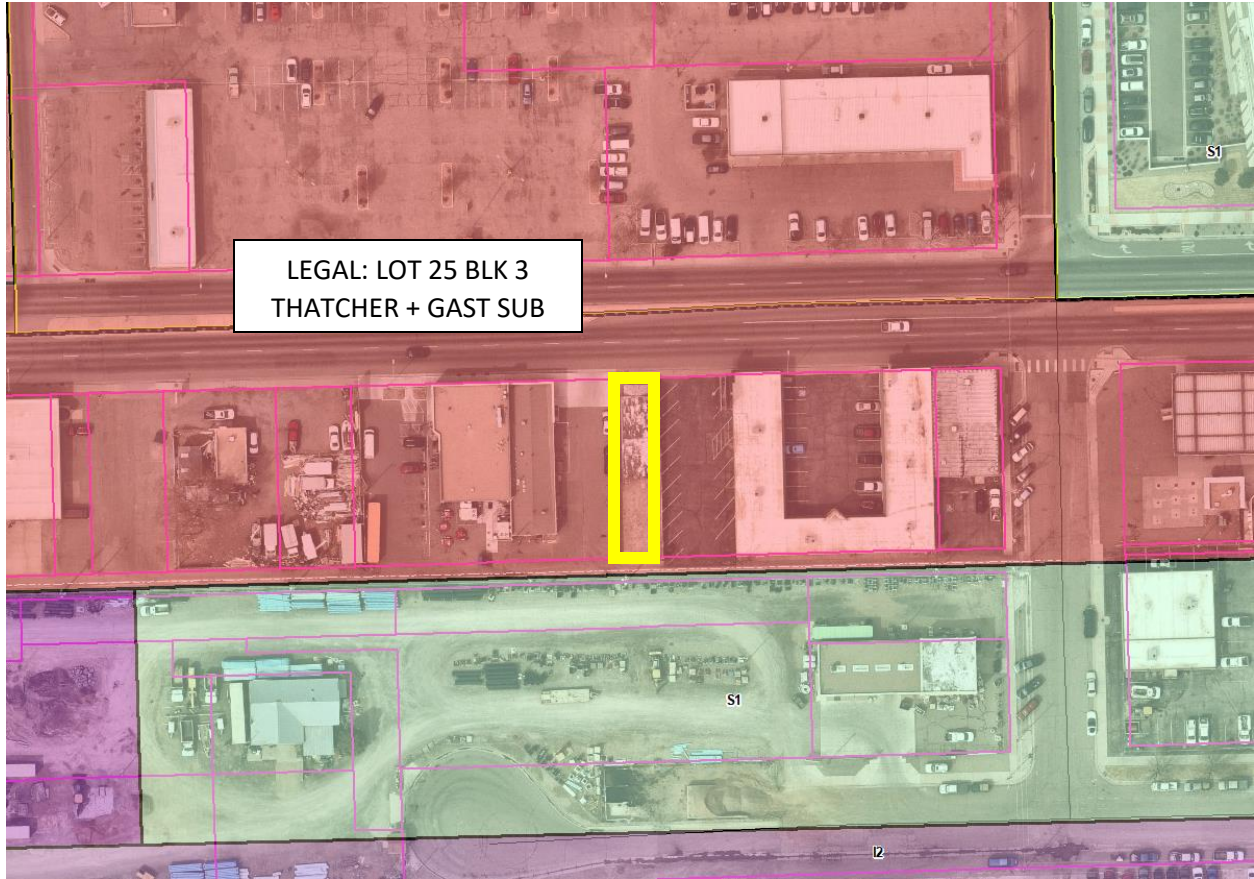
☐ Ordinance re-adopted on a vote of \_\_\_\_\_, on \_\_\_\_\_

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

\_\_\_\_\_  
President of City Council

ATTEST

\_\_\_\_\_  
City Clerk



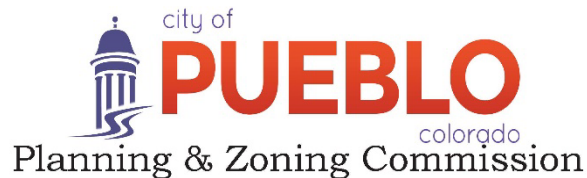
## City of Pueblo 718 W 4<sup>th</sup> St Rezoning



Mike Castellucci  
Chair

Patrick Avalos  
Vice Chair

Sarah Martinez  
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

## ***MINUTES OF REGULAR MEETING***

City of Pueblo, Colorado

Wednesday, August 9, 2023, 2023 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

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

**Commissioners Present:** Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Lisa Bailey, Sarah Martinez (Martinez arrived at 3:37 p.m.)

**Commissioners Absent:** Alexandra Aznar, Christopher Pasternak.

**Staff Members Present:** Paul Willumstad, Board Attorney; Scott Hobson, Acting Director for Development of Planning and Community Development, Beritt Odom, Principal Planner; Mikaylin Hackley Planner, Joe Martellaro, Associate Engineer, and Cindy Capritta, Land Use Technician.

**Staff Members Absent:** None

**APPROVAL OF THE AGENDA:** Bailey moved to approve the July 12, 2023, agenda, seconded by, Avalos.

**Motion Passed: 4-0**

### **REGULAR AGENDA:**

#### **Public Hearing:**

**5. Z-23-07 Rezoning:** 718 W 4th ST Approximately 3,000 square feet, generally located east of the intersection of Midtown Cir Dr. and W 4th St, to be rezoned from Regional Business (B-4) District to Government Use (S-1) District. Staff report by Mikaylin Hackley, Planner.

**Public Hearing:** Applicant, City of Pueblo. No one appeared in opposition.

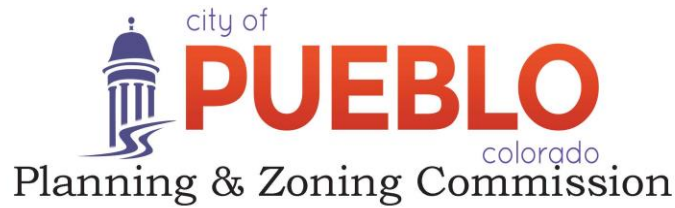
**Commission Action:** Bailey moved to recommend the application to City Council, seconded by Avalos.

**Motion Passed: 5-0**

Mike Castellucci  
Chair

Patrick Avalos  
Vice Chair

Sarah Martinez  
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

## Z-23-07

**TO:** City of Pueblo, Planning and Zoning Commission

**FROM:** Mikaylin Hackley, Planner

**THROUGH:** Scott Hobson, Acting Director of Planning and Community Development

**DATE:** August 9, 2023

**SUBJECT:** Rezone from B-4, Regional Business District to S-1, Government Use District

**APPLICANT:** City of Pueblo

**PROPERTY OWNER:** City of Pueblo

**LOCATION:** The project site is located at 718 W 4<sup>th</sup> St. adjacent to the existing Pueblo Rescue Mission shelter

**CONCURRENT REQUESTS:** N/A

### **REQUEST:**

The City of Pueblo is requesting to rezone 3,000 square feet of land at 718 W 4<sup>th</sup> St to an S-1 Government Use Zone District. The purpose of the rezoning is to facilitate support uses for the adjacent Pueblo Rescue Mission shelter.

### **BACKGROUND AND ANALYSIS:**

This rezone site is a 3,000 square foot parcel that was recently purchased by the city. The purpose of this rezone is to allow the city to utilize this acquired land in tandem with the next-door Pueblo Rescue Mission shelter. Currently, the site is zoned as a B-4 Regional Business District, which limits the potential supporting land use for the homeless shelter, located west of the site. Should the parcel be rezoned as an S-1, the city has more flexibility with potential future uses, but ultimately must get all upcoming building plans approved by the commission. There are currently no detailed site plans for the parcel, as the funding for this project is not yet finalized and will affect exactly what will be done with the space. The structure at this property is not currently in use, and Regional Building provided some background on its recent history (see attachment F). There has been some interest in following through with the demolition of the existing structure.

The S-1, Government Use District is intended to retain and provide land areas held, used, or controlled for governmental purposes by or for any department or branch of government. The S-1 District will allow flexibility regarding development and use of the site. Generally, land owned and actively used by local, state, or federal governments, such as public schools or special districts, is zoned S-1.

## LAND USE AND PLANNING COMMENTS

### CHARACTER AND COMPATIBILITY

|                                       |                                                                                                                                                                                                                                                                                          |
|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Site Character:</b>                | The site currently has an approximately 1,300 sq. ft. vacant structure.                                                                                                                                                                                                                  |
| <b>Neighborhood Compatibility:</b>    | <p>North B-4 Regional Business District, commercial retail and service uses.</p> <p>East B-4 Regional Business District, Retail Plaza</p> <p>South S-1 Government Use District, Pueblo Board of Waterworks</p> <p>West B-4 Regional Business District, Pueblo Rescue Mission Shelter</p> |
| <b>Comprehensive Plan Compliance:</b> | The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Downtown Mixed-Use District.                                                                                                                                                                          |

### 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 **This rezoning will further the goals of the 2022 Comprehensive Plan as it will allow this currently vacant downtown space to be developed and contribute to the important work done by Pueblo Rescue Mission.**

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      **Site plan has not been submitted, but the Commission will have the opportunity to review plans when they are finalized.**

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

☐ Comments      **Not submitted**

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

☐ Comments      **The property is city-owned and will be developed when possible.**

## CONTEXT OF ZONE DISTRICT REQUIREMENTS PER §17-4-51(16) OF THE PMC :

### A. Purpose of S-1 Zone District Standards:

The standards of this district are designed to retain and provide land areas held, used or controlled for governmental purposes by or for any department or branch of government, federal, state, county, municipal, school or special district, either as owner or under contract or lease with another person, and to place the public and all elected officials and public agencies on notice of proposed changes in the use and development of such public lands. *Governmental purpose* means and includes any use or activity, which is reasonably necessary in the discharge of a public or governmental function, whether it is performed by a governmental entity or another person for or on behalf of a governmental entity.

### **RECOMMENDED ACTION:**

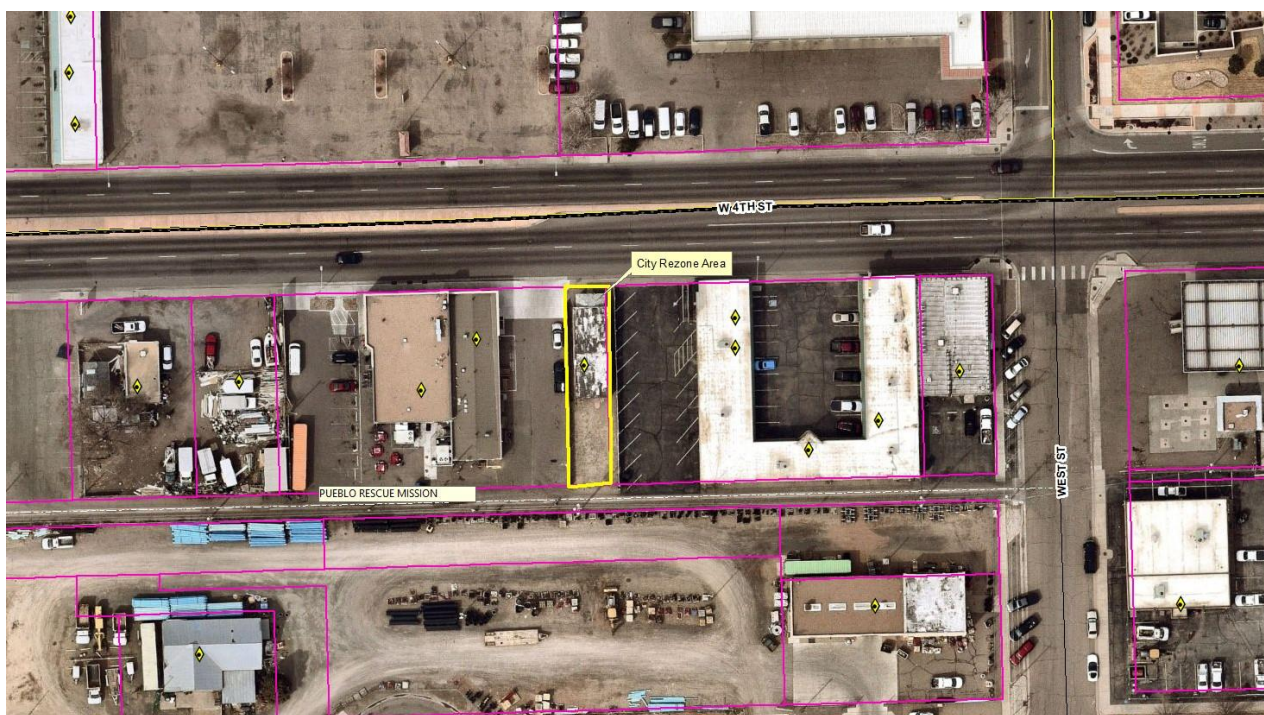
Staff recommends the Planning and Zoning Commission make the necessary findings of fact to forward a recommendation to City Council that the rezoning and proposed site plan be **APPROVED**.

### **REFERRAL AGENCIES AND COMMENTS:**

- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department- See attachment "F" Supporting Documents
- 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

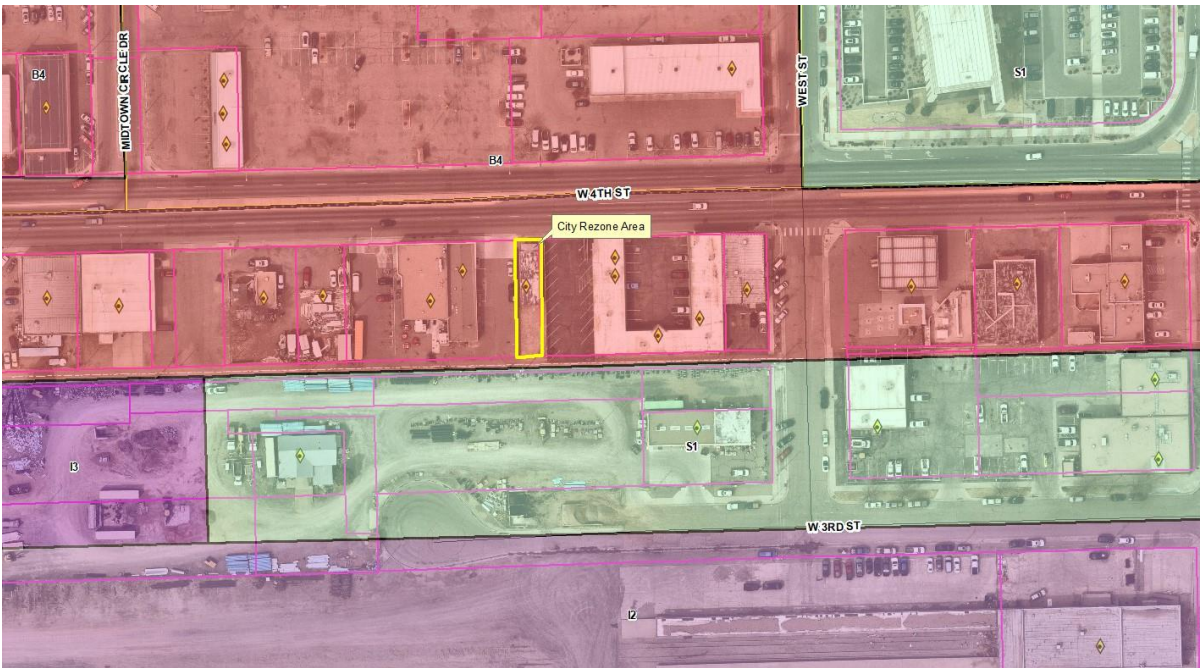
**ATTACHMENTS:**

- A. Aerial Photograph
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photographs
- E. Zoning Exhibit
- F. Supporting Documents

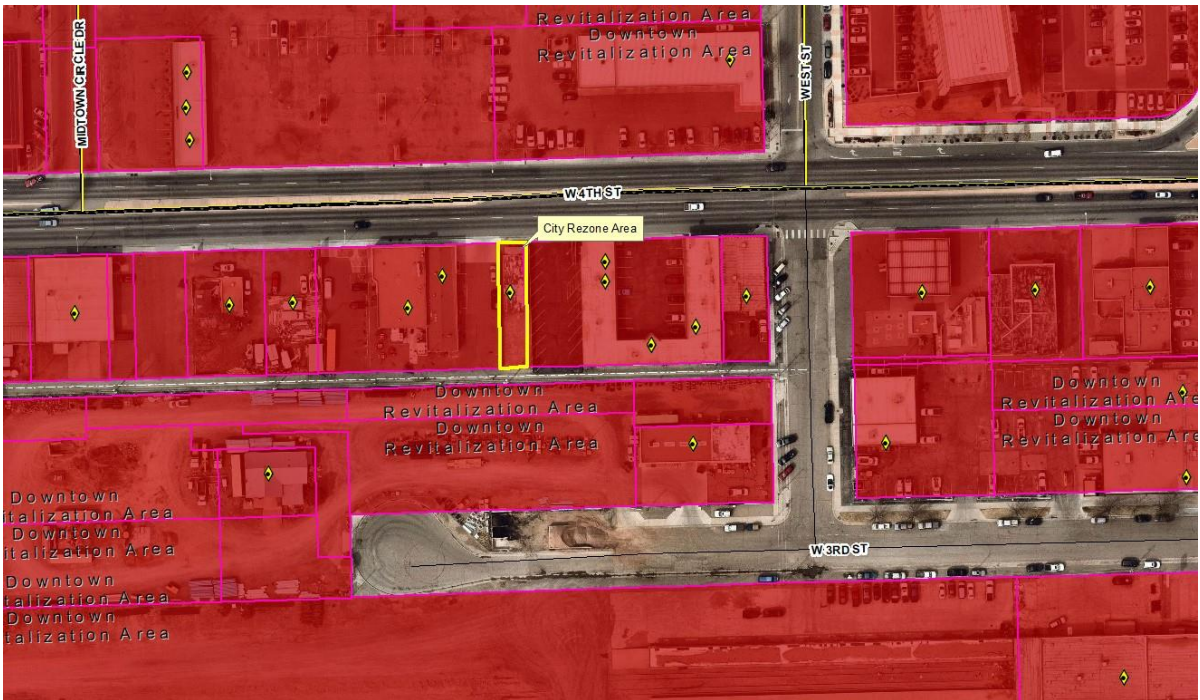


A. Aerial Photograph



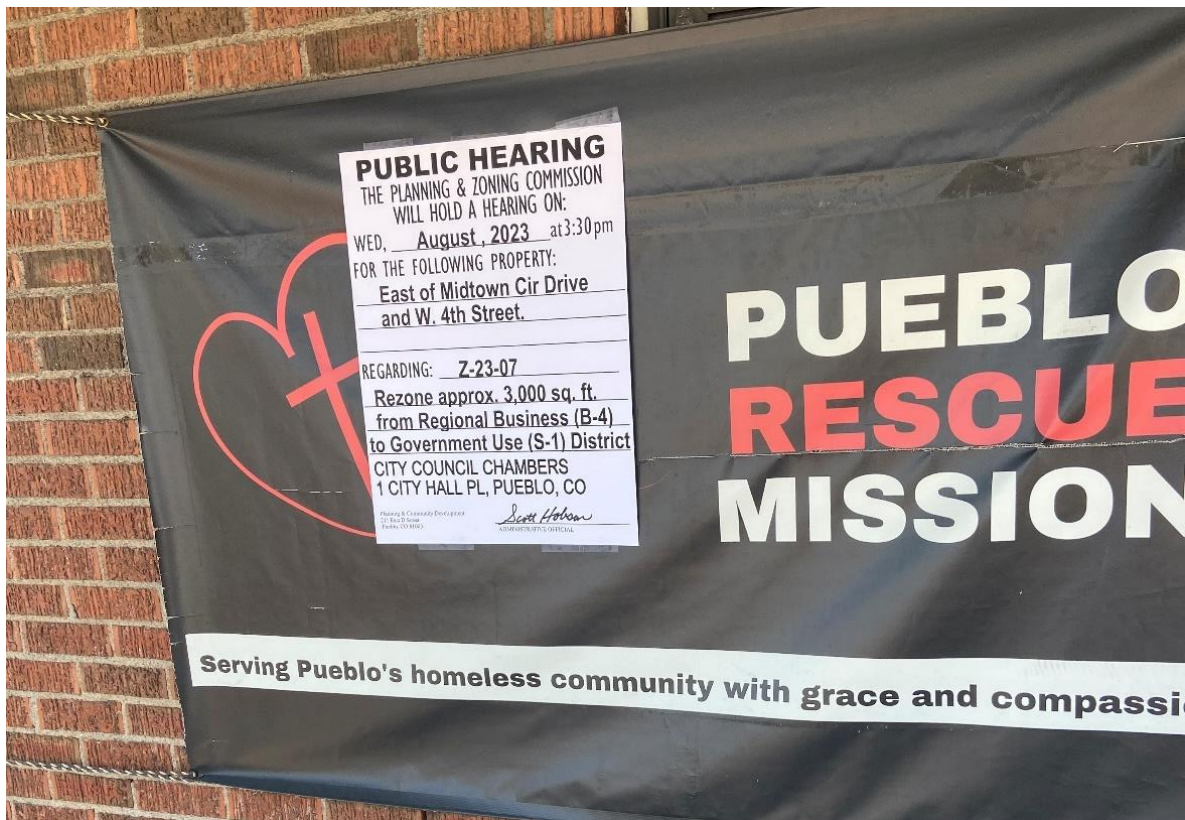


B. Zoning Map



C. Comprehensive Plan Map





D. Site Photos, Public Notice





## City of Pueblo 718 W 4<sup>th</sup> St Rezoning

### E. Zoning Exhibit

[External] RE: City Use Rezoning **Z-23-07** 718 W 4th St

3 3 3 3 3

**R** randerson@prbd.com  
To: Mikaylin Hackley

3 3 3 3 3  
Tue 6/13/2023 4:28 PM

External email. Please use caution.

Regional Building has no objections to the application.

There are two fairly recent building permits on file that have since expired. An interior demolition and interior remodel. The demolition has no inspections and the interior remodel has only a partial frame inspection. A building permit (and plan review where needed) will be required for any new construction or modification to the existing structure.

Roger Anderson  
Permit Tech  
Pueblo Regional Building Department  
830 N. Main St., Suite 100,  
Pueblo, CO 81003  
[www.prbd.com](http://www.prbd.com)  
Off: 719-543-0002  
Fax: 719-543-0062

### F. Supporting Documents

July 21, 2023

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

**Zoning:** 718 W 4<sup>th</sup> St., approximately 3,000 sq. ft. to be rezoned from Regional Business (B-4) District to Government Use (S-1) District. Generally located east of the intersection of Midtown Cir Dr. and W 4<sup>th</sup> St. Staff report by Mikaylin Hackley.

**The Planning and Zoning Commission meeting will be held on August 9, 2023, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom:**

Join by computer, smartphone app, or dial by phone: +1 346 248 7799 or +1 253 215 8782

Meeting ID: 927 1786 7722 Passcode: 195462

<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGBnlCdHRrUHNFZnpPWG1Ydz09>

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit [www.pueblo.us/PandZ](http://www.pueblo.us/PandZ) and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please call the number below if you have questions.**

Scott Hobson, Acting Director  
Planning & Community Development  
By **Mikaylin Hackley**, Planner  
(719) 553-2259

July 21, 2023

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Scott Hobson, Acting Director  
Planning & Community Development  
By **Mikaylin Hackley**, Planner  
(719) 553-2259

CASE NUMBER: Z-23-07

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 718 W. 4th St. 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.

July 25, 2023

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By

A rectangular box containing a handwritten signature in cursive script that reads "Cindy Caputo".

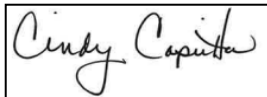
I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located at 718 W. 4th St., upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

July 25, 2023

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By

A rectangular box containing a handwritten signature in cursive script that reads "Cindy Caputo".

| Owner                    | OwnerStree    | OwnerCity | Owne | OwnerZip   |
|--------------------------|---------------|-----------|------|------------|
| LEYH ROLAND/LEYH SUSAN N | 1504 WATTS PL | PUEBLO    | CO   | 81008-1353 |
| PUEBLO RESCUE MISSION    | PO BOX 9167   | PUEBLO    | CO   | 81008-0167 |



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** September 11, 2023

**TO:** President Heather Graham and Members of City Council

**CC:** Mayor Nicholas A. Gradisar

**VIA:** Marisa Stoller, City Clerk

**FROM:** Nicholas Gradisar, Mayor

**SUBJECT:** AN ORDINANCE APPROVING AN AGREEMENT FOR RESEARCH AND ARTS STUDY SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND ROXANNE PIGNANELLI AND AUTHORIZING THE MAYOR TO EXECUTE SAME

**SUMMARY:**

This ordinance approves a Professional Services agreement in the amount of \$10,000.00 for the Research and Arts Study of the Pueblo Arts Community for the purpose of collecting and analyzing data for consideration of establishing a Municipal Arts & Cultural Commission.

**PREVIOUS COUNCIL ACTION:**

No previous Council Action is applicable to this Ordinance.

**BACKGROUND:**

The research and study of the Arts organizations in Pueblo, including the collection and analysis of data, will provide a platform and road map for consideration of forming a Municipal Arts and Culture Commission to serve the cultural and artistic growth of Pueblo and Pueblo artists. The study will research and report data collection from artists and organizations currently contributing and providing culture and economic development to the community and region at large. The scope will include data from fine artists, Actors, Theatres, Dancers, Musicians, Symphonies, Ballet Galleries, Museums, Film Production, Commercial Artists, Music Halls, and Bands. The report will be completed by November 30, 2023.

**FINANCIAL IMPLICATIONS:**

The Professional Services contract is in the amount of \$10,000 and funded through the Mayor's Contingency Account.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

Decline this Ordinance will not approve the Study and Professional Services contract.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. 09-11-23 Pignanelli Consulting.Services.contract.Arts StudyServices.8.24.2023



ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT FOR RESEARCH AND ARTS STUDY SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND ROXANNE PIGNANELLI AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Agreement for Research and Arts Study Services ("Agreement") between the City of Pueblo, a Colorado Municipal Corporation, and Roxanne Pignanelli, attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said 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 the Mayor's Contingency Account.

SECTION 4.

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

SECTION 5.

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

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on \_\_\_\_\_.

Final adoption of Ordinance by City Council on \_\_\_\_\_.

\_\_\_\_\_  
President of City Council

**Action by the Mayor:**

☐ Approved on \_\_\_\_\_.

☐ Disapproved on \_\_\_\_\_ based on the following objections:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

Mayor

**Action by City Council After Disapproval by the Mayor:**

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of \_\_\_\_\_, on \_\_\_\_\_
- ☐ Council action on \_\_\_\_\_ failed to override the Mayor's veto.

---

President of City Council

ATTEST

---

City Clerk

## AGREEMENT FOR RESEARCH AND ARTS STUDY SERVICES

THIS AGREEMENT entered into as of \_\_\_\_\_, 2023 between Pueblo, a municipal corporation, 1 City Hall Place, Pueblo, Colorado, 81003 (the "City") and Roxanne Pignanelli, 211 W 2nd Street #303, Pueblo, Colorado 81003 (the "Contractor").

WHEREAS, City of Pueblo requires the services of a Contractor to provide research and arts study services with respect to the establishment of an arts and culture commission for City ("Services"); and

WHEREAS, the Contractor represents herself as capable and qualified to perform those services required by the City of Pueblo which are set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

### I. OBLIGATIONS OF CONTRACTOR

The Contractor agrees to perform the Services for City of Pueblo, including but not limited to, the following:

#### 1. **Purpose of Platform**

The outcome platform is intended to provide the necessary data to move to the next step and either create a solid solution to a need or solution for advancement. We believe the outcome of this study will provide the implicit platform for a road map and narrative to solicit consideration and funding to form an "Arts and Culture Commission" to serve the cultural and artistic growth of Pueblo and Pueblo artists. The study will research the existence of all "artists and organizations" currently contributing and providing culture and economic development to the community and region at large. These entities will include but not be limited to:

|                        |                           |                    |                  |
|------------------------|---------------------------|--------------------|------------------|
| <i>Fine Artists</i>    | <i>Actors</i>             | <i>Theatres</i>    | <i>Dancers</i>   |
| <i>Technicians</i>     | <i>Musicians</i>          | <i>Symphonies</i>  | <i>Academies</i> |
| <i>Culinary Arts</i>   | <i>Ballet</i>             | <i>Galleries</i>   | <i>Museums</i>   |
| <i>Film Production</i> | <i>Commercial Artists</i> | <i>Music Halls</i> |                  |

## **2. Process for Survey**

1. *Historical data research on all arts in the region, past and present.*
2. *In-depth surveys to artists, organizations, audiences, and community..*
3. *Focus group forums with artists in specific disciplines.*
4. *In person interviews with individual artists and organization management.*
5. *Study of audience attendance and revenue outcome.*
6. *Analysis of economic sustainability and audience retention.*

## **3. Final Data**

Final data will provide the specific details of the cultural overlay in the region, determining the foundation for the creation of the "arts and cultural commission," and clarifying the needs both strategically and economically on potential for growth and endorsement. Categorically, the data will illustrate strengths and weaknesses to solicit partnerships and funding support that inevitably is required to be funded as well as the study of audience awareness, development, and sustainability both locally and on a tourism level. This comprehensive and concise data, provided to the mayor for his determination of the right individuals to comprise the "commission" will establish the needed credibility and foundation to move forward and make our city a thriving and creative community. The specific data will include but not limited to:

*Status: 501c, LLC, Sole Proprietor*  
*Address, EIN,*  
*Members*  
*Staff: Salaried, Volunteers*  
*Officers*  
*Board*  
*Producing schedule*  
*Project calendar*  
*Productions and festivals*  
*Professional Status*  
*Union Affiliations*  
*Registry*  
*Venue: Owned, Rent, Shared*  
*Funding Sources (years of funding)*

*Operating Budget (3 - 5 years)*  
*Earned Income Opportunities*  
*Strategic Plan for growth*  
*Tourism potential*  
*Grants, Government, Private,*  
*Educational*  
*Donors*  
*Audience demographics and reach*  
*Audience Development*  
*Marketing*  
*Advertising*  
*Association*  
*Collaborations artistic and commercial*

#### 4. **Outcome and Recommendations**

The established data, under analysis, will render recommendations for the "arts and culture commission" to establish the needed to reach out to the study group and how to begin the process of providing training, funding opportunities, and economic potential as they are established within the levels of professionalism and producing in the community and region. The recommendations will include but not be limited to:

*Structure of the  
commission Structure of  
board members  
Community Outreach  
Collaborations  
Tourism Opportunities  
Job description for executive  
director Staffing requirements  
r, 2- & 3-year plan for budgeting  
Feasibility of funding on the local, state, and national level*

#### II. **FEES**

City will pay to Contractor as full compensation for all services required to be performed by Contractor under this Agreement an amount not to exceed \$ 10,000. Payments shall be provided as follows: (1) \$5,000 upon execution of this Agreement and (2) \$5,000 upon satisfactory performance of this Agreement including delivers of data and recommendation on or before November 30, 2023.

#### III. **TERMINATION**

- A. The City of Pueblo may terminate this Agreement, at any time and for any reason, by giving thirty (30) days prior written notice to the Contractor. Unless sooner terminated as provided herein, this Agreement shall terminate at the end of the contract period set forth in paragraph III.A. above.
- B. This Agreement shall be subject to the availability of appropriated funds within the annual budget of the City. If the City does not appropriate funds during the term hereof sufficient to pay the amounts due hereunder and the City has exhausted all funds legally available for payments due under this Agreement, the City may, by giving advance written notice, terminate this Agreement without further liability to the Contractor. In any event, the City of Pueblo shall track expenditures for

professional services under the City's annual budget and notify the Contractor as soon as an event of insufficient appropriation is discovered. Upon receiving such notice, the Contractor shall be entitled to cease performance hereunder at such time as he is directed to do so by the City of Pueblo Attorney, and the Contractor shall be fully compensated for all work performed hereunder prior to receiving that direction.

IV. STATUS OF CONTRACTOR

The parties understand and agree that Contractor shall, at all times during the term of this Agreement, be deemed an independent contractor and not an employee of the City of Pueblo, and shall be responsible for, and obligated to pay, all withholding taxes, social security, unemployment, worker's compensation, and/or other taxes and shall indemnify and hold the City harmless from and against any and all claims for the same period. Contractor or its employees are not entitled to worker's compensation benefits from City of Pueblo.

V. INDEMNIFICATION

Contractor shall be solely responsible for it and its employees' and officers' acts and conduct and shall indemnify, defend and same harmless City and its officers, agents, and employees from and against any and all claims and liabilities caused by or arising, directly or indirectly, out of the negligent acts or omissions of Contractor, its officers, agents, or employees.

VI. WORK PRODUCT

Any and all work products which are the result of this Agreement will be the property of City of Pueblo for its use.

VII. CONFIDENTIALITY

Contractor shall maintain the confidentiality of City of Pueblo proprietary information at all times in accordance with applicable law.

VIII. NON-ASSIGNMENT

This Agreement is personal in nature and none of the rights or duties accruing under the terms of this Agreement may be delegated or assigned by Contractor without the prior written consent of City of Pueblo.

IX. SEVERABILITY

In the event that any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect for any reason, the validity, legality, or enforceability of the remaining provisions of this Agreement shall not be impaired.



X. OTHER

- A. This Agreement constitutes the entire agreement between the parties and supersedes and replaces all prior and contemporaneous agreements, representations, and understandings between the parties. No variation or modification of this Agreement, and no waiver of any of the Agreement's provisions or conditions, shall be binding unless made in writing and signed by the authorized representatives of Contractor and City of Pueblo. This Agreement shall be governed by, and constructed according to, the laws of the State of Colorado.
- B. All notices to be given under this Agreement shall be made in writing and shall be sufficient if delivered personally or mailed by First Class United States mail.

City of Pueblo, Colorado Pueblo City Attorney's Office  
1 City Hall Place  
Pueblo, CO 81003

and

Roxanne Pignanelli, 211 W 2nd Street #303, Pueblo, Colorado 81003

- C. The person signing this Agreement on behalf of a Contractor represents and warrants that he or she has the requisite power and authority to enter into, execute, and deliver this Agreement on behalf of such party and that this Agreement is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first written above.

ATTEST:

CITY OF PUEBLO, COLORADO

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Nicholas A. Gradisar, Mayor

CONTRACTOR

By: \_\_\_\_\_  
Name: Roxanne Pignanelli



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** September 11, 2023

**TO:** President Heather Graham and Members of City Council

**CC:** Mayor Nicholas A. Gradisar

**VIA:** Marisa Stoller, City Clerk

**FROM:** Scott Hobson, Acting Director Planning and Community Development

**SUBJECT:** AN ORDINANCE AMENDING ZONING RESTRICTIONS FROM I-2, INDUSTRIAL ZONE DISTRICT AND I-3 HEAVY INDUSTRIAL ZONE DISTRICT TO S-1, GOVERNMENT USE ZONE DISTRICT FOR APPROXIMATELY 2.9-ACRES GENERALLY LOCATED WEST OF SANTA FE DRIVE, NORTH AND EAST OF RICHMOND AVENUE, AND SOUTH OF MECHANIC STREET

**SUMMARY:**

The City of Pueblo is requesting to rezone approximately 2.9-acres from I-2, Industrial Zone District and I-3, Heavy Industrial Zone District to S-1, Government Use Zone District to facilitate an expansion of the Historic Arkansas Riverwalk of Pueblo (HARP) Development.

**PREVIOUS COUNCIL ACTION:**

None.

**BACKGROUND:**

The City of Pueblo recently acquired the 2.9-acre site, which consists of three parcels, and is intended to be redeveloped as the Historic Arkansas Riverwalk of Pueblo (HARP) Channel Extension and Boathouse, Phase IV Project. The proposed boathouse construction and HARP river channel expansion, east to Santa Fe Avenue, is included in the HARP Future Development Plan, prepared by Design Studios West in July 2010. The northeastern and northwestern parcels (175 South Santa Fe Avenue and 131 North Mechanic Street) of the rezoning site are currently developed and operating as Ferguson Plumbing Supply. The northwestern parcel is currently zoned I-2, the northeastern parcel is zoned both I-2 and I-3. The City purchased the two parcels in March 2023 and currently leases the land to Ferguson Plumbing Supply. The lease to Ferguson Supply expires in March 2025; however, it is expected that Ferguson will vacate the premises prior to the expiration of the lease as they are currently developing a new site at 1105 South Santa Fe Avenue. The third parcel located at the southern

end of the rezoning site (209 South Santa Fe Avenue) is undeveloped and zoned both I-2 and I-3. Pueblo Urban Renewal Authority (PURA) acquired this parcel in 2000 and granted the parcel to the City in 2001 specifically for the planned river channel expansion east to Santa Fe Avenue. Once Ferguson has ceased operation at the current location, the City will request to vacate portions Richmond Avenue, a 20-foot alley, and a portion of Mechanic Street to facilitate a Subdivision that will create lots for the river channel extension and a lot for future development. According to the preliminary site plan, the proposed HARP Channel Expansion project will extend the river channel approximately 320 feet to the north and east from its current terminus at Richmond Avenue. A bulb will be constructed at the end of the channel, adjacent to Santa Fe Avenue. A 10-foot sidewalk will be constructed adjacent to the channel extension and site improvements will include landscaping, greenspace, and paved parking. Currently all portions of the developed HARP river channel and associated public amenities are zoned S-1; therefore, the proposed S-1 rezoning is consistent with existing HARP development.

#### **FINANCIAL IMPLICATIONS:**

There are no financial implications for the City.

#### **BOARD/COMMISSION RECOMMENDATION:**

The Planning and Zoning Commission, at their July 12, 2023 Regular Meeting, voted 6-0 to recommend approval, Commissioner Martinez absent.

#### **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 Pueblo Municipal Code.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

#### **RECOMMENDATION:**

Approval of the Ordinance.

#### **ATTACHMENTS:**

1. Z-23-05 Attachments

## ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS FROM I-2, INDUSTRIAL ZONE DISTRICT AND I-3 HEAVY INDUSTRIAL ZONE DISTRICT TO S-1, GOVERNMENT USE ZONE DISTRICT FOR APPROXIMATELY 2.9-ACRES GENERALLY LOCATED WEST OF SANTA FE DRIVE, NORTH AND EAST OF RICHMOND AVENUE, AND SOUTH OF MECHANIC STREET

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 I-2, Industrial Zone District and I-3, Heavy Industrial Zone District to S-1, Government Use Zone District:

A PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER SECTION 19, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE CENTER LINE OF RICHMOND AVENUE BEING MONUMENTED AT THE SOUTHEASTERLY END SOUTHEASTERLY END BY A BRASS TACK AND THE NORTHWESTERLY END BEING THE INTERSECTION OF RICHMOND AVENUE AND CENTRAL MAIN STREET BY A ALUMINUM CAP AND THE ASSUMED TO BEAR N46°04'51"W A DISTANCE OF 750.40 FEET.

LOTS 1, 2 AND 3 AND FRACTIONAL LOTS 4, 5, 6, 7, 10, 11 AND 12, ALL IN BLOCK 2 IN THE FORMER TOWN OF CENTRAL PUEBLO, BEING THOSE PORTIONS OF SAID LOTS 1, 2, 3, 4, 5, 6, 7, 10, 11 AND 12, ALL IN BLOCK 2 IN THE FORMER TOWN OF CENTRAL PUEBLO, NOW A PART OF THE CITY OF PUEBLO, FILED FOR RECORD ON AUGUST 13, 1883, WHICH LIES WESTERLY OF THE 20 FOOT WIDE ALLEY ADJOINING THE WESTERLY BOUNDARY OF BLOCK 1 IN MOORE'S SUBDIVISION FILED FOR RECORD JUNE 19, 1912. TOGETHER WITH THAT PORTION OF THE VACATED ALLEY IN SAID BLOCK 2, ADJACENT, BY ORDINANCE NO. 846 RECORDED APRIL 1, 1947 IN BOOK 1037 AT PAGE 269 AND ORDINANCE NO. 7215 RECORDED NOVEMBER 3, 2004 UNDER RECEPTION NO. 1592557.

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 AND THE NORTH TWENTY-TWO FEET OF LOT 14 IN BLOCK 1 IN MOORE'S SUBDIVISION OF A PORTION OF THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST AND THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31 IN TOWNSHIP 20 SOUTH, RANGE 64 WEST, PUEBLO COUNTY, COLORADO, ACCORDING TO THE RECORDED PLAT THEREOF, TOGETHER WITH THAT PORTION OF THE VACATED ALLEY IN SAID BLOCK 1, ADJACENT, BY ORDINANCE NO. 7215 RECORDED NOVEMBER 3, 2004 UNDER RECEPTION NO. 1592557.

LOTS (ALSO KNOWN AS FRACTIONAL LOTS) 1, 2, 3 AND 4 IN BLOCK 55 IN HOBSON'S SUBDIVISION OF A PART OF THE CITY OF PUEBLO, ACCORDING TO THE AMENDED PLAT OF A PORTION OF SAID SUBDIVISION FILED FOR RECORD ON OCTOBER 26, 1887, COUNTY OF PUEBLO, STATE OF COLORADO.

TOGETHER WITH :

THE SOUTH 3 FEET OF LOT 14, AND ALL OF LOTS 15,16 AND 17, BLOCK 1, MOORE'S SUBDIVISION OF A PORTION OF THE W 1/2 OF THE NW 1/4 OF THE SW 1/4 OF SECTION 31 IN TOWNSHIP 20 SOUTH, RANGE 64 WEST AND OF THE E 1/2 OF THE NE 1/4 OF THE SE 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M

**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



HISTORIC ARKANSAS RIVERWALK PROJECT, FILING FOUR REZONE EXHIBIT

A RESUBDIVISION OF PORTIONS OF CENTRAL PUEBLO, MOORES SUBDIVISION

AND HOBSON'S SUBDIVISION AMENDED

BEING A PORITON OF THE WEST HALF OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 64 WEST,

AND A PORTION OF THE EAST HALF OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST

OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

LEGAL DESCRIPTION:

A PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER SECTION 19, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE CENTER LINE OF RICHMOND AVENUE BEING MONUMENTED AT THE SOUTHEASTERLY END SOUTHEASTERLY END BY A BRASS TACK, AND THE NORTHWESTERLY END BEING THE INTERSECTION OF RICHMOND AVENUE AND CENTRAL MAIN STREET BY A ALUMINUM CAP AND THE ASSUMED TO BEAR N46°04'51"W A DISTANCE OF 750.40 FEET.

LOTS 1, 2 AND 3 AND FRACTIONAL LOTS 4, 5, 6, 7, 10, 11 AND 12, ALL IN BLOCK 2 IN THE FORMER TOWN OF CENTRAL PUEBLO, BEING THOSE PORTIONS OF SAID LOTS 1, 2, 3, 4, 5, 6, 7, 10, 11 AND 12, ALL IN BLOCK 2 IN THE FORMER TOWN OE CENTRAL PUEBLO, NOW A PART OF THE CITY OF PUEBLO, FILED FOR RECORD ON AUGUST 13, 1883, WHICH LIES WESTERLY OF THE 20 FOOT WIDE ALLEY ADJOINING THE WESTERLY BOUNDARY OF BLOCK 1 IN MOORE'S SUBDIVISION FILED FOR RECORD JUNE 19, 1912. TOGETHER WITH THAT PORTION OF THE VACATED ALLEY IN SAID BLOCK 2, ADJACENT, BY ORDINANCE NO. 846 RECORDED APRIL 1, 1947 IN BOOK 1037 AT PAGE 269 AND ORDINANCE NO. 7215 RECORDED NOVEMBER 3, 2004 UNDER RECEPTION NO. 1592557.

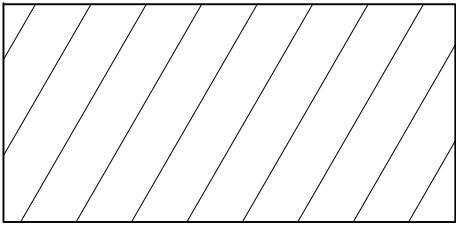
LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 AND THE NORTH TWENTY-TWO FEET OF LOT 14 IN BLOCK 1 IN MOORE'S SUBDIVISION OF A PORTION OF THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST AND THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31 IN TOWNSHIP 20 SOUTH, RANGE 64 WEST, PUEBLO COUNTY, COLORADO, ACCORDING TO THE RECORDED PLAT THEREOF, TOGETHER WITH THAT PORTION OF THE VACATED ALLEY IN SAID BLOCK 1, ADJACENT, BY ORDINANCE NO. 7215 RECORDED NOVEMBER 3, 2004 UNDER RECEPTION NO. 1592557.

LOTS (ALSO KNOWN AS FRACTIONAL LOTS) 1, 2, 3 AND 4 IN BLOCK 55 IN HOBSON'S SUBDIVISION OF A PART OF THE CITY OF PUEBLO, ACCORDING TO THE AMENDED PLAT OF A PORTION OF SAID SUBDIVISION FILED FOR RECORD ON OCTOBER 26, 1887, COUNTY OF PUEBLO, STATE OF COLORADO.

TOGETHER WITH :

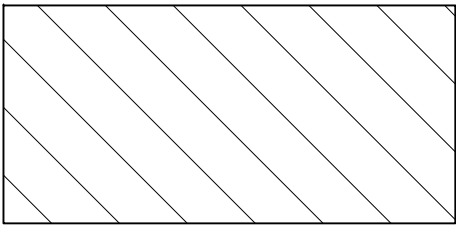
THE SOUTH 3 FEET OF LOT 14, AND ALL OF LOTS 15,16 AND 17, BLOCK 1, MOORE'S SUBDIVISION OF A PORTION OF THE W 1/2 OF THE NW 1/4 OF THE SW 1/4 OF SECTION 31 IN TOWNSHIP 20 SOUTH, RANGE 64 WEST AND OF THE E 1/2 OF THE NE 1/4 OF THE SE 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M

LEGEND:



AREA I-2 TO BE REZONED S-1

PUEBLO COUNTY ASSESSOR'S  
PROPERTY INFORMATION AND  
EXISTING ZONE

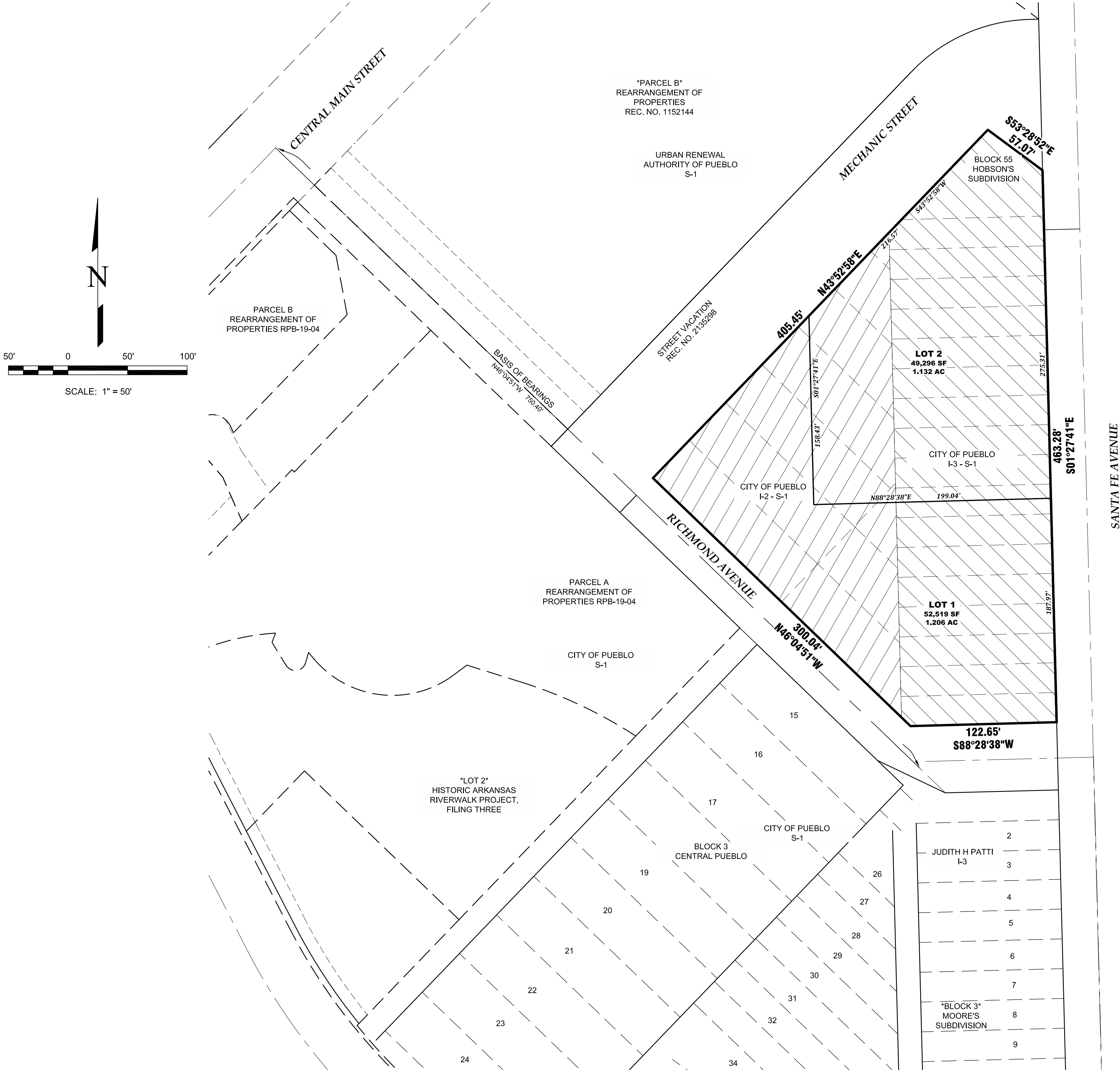


AREA I-3 TO BE REZONED S-1

PUEBLO COUNTY ASSESSOR'S  
PROPERTY INFORMATION AND  
EXISTING ZONE

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 |
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| NO.       |  |             |      |
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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

HISTORIC ARKANSAS RIVERWALK PROJECT, FILING FOUR REZONE EXHIBIT

BEING A PORITON OF THE WEST HALF OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 64 WEST,  
AND A PORTION OF THE EAST HALF OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST  
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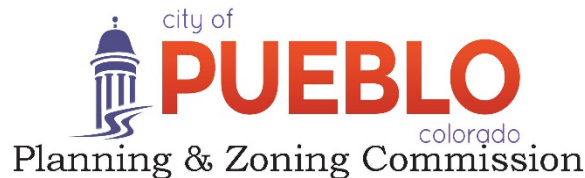
|              |           |
|--------------|-----------|
| DRAWN BY     | JWT       |
| CHECKED BY   | ERF       |
| H-SCALE      | 1" = 50'  |
| JOB NO.      | 2399-00   |
| DATE CREATED | 2/20/2023 |
| DATE ISSUED  | 7/27/2023 |
| SHEET NO     | 2 OF 2    |



Mike Castellucci  
Chair

Patrick Avalos  
Vice Chair

Sarah Martinez  
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

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## ***MINUTES OF REGULAR MEETING***

City of Pueblo, Colorado

Wednesday, July 12, 2023 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

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

**Commissioners Present:** Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Alexandra Aznar, Lisa Bailey, Christopher Pasternak.

**Commissioners Absent:** Sarah Martinez

**Staff Members Present:** Paul Willumstad, Attorney; Scott Hobson, Acting Director for Development of Planning and Community Development, Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner, Joe Martellaro, Associate Engineer, Melanie Turner, Transportation Engineer and Cindy Capritta, Land Use Technician.

**Staff Members Absent:** None

**APPROVAL OF THE AGENDA:** Bailey moved to approve the May 10, 2023, agenda, seconded by, Spinuzzi.

**Motion Passed: 6-0**

### **Public Meeting:**

**1. HPC-23-05 314 W. 18th St., Local Landmark,** Recommendation to City Council. Staff report by Wade Broadhead, Senior Planner.

**Commission Action:** Bailey moved to recommend the Local Landmark application, seconded by Avalos.

**Motion Passed: 6-0**

### **REGULAR AGENDA:**

#### **Public Hearing:**

**Commission Action:** Bailey motioned to recommend the application, with staff conditions 1-3, seconded by Spinuzzi.

**Motion Passed: 6-0**

**2. Z-23-05 Rezoning:** Historic Arkansas Extension (HARP) 175 S. Santa Fe Ave., rezone from I-2 and I-3 to S-1, Government Use District Staff report by Wade Broadhead, Senior Planner.

**Public Hearing:** David Lytle, Attorney spoke in support of the application and provided information (Exhibit A). No one appeared in opposition.

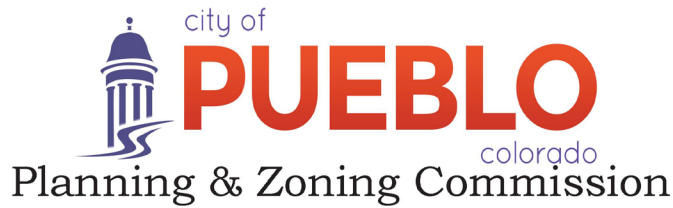
**Commission Action:** Bailey moved to recommend the application, seconded by Spinuzzi with recommended staff conditions 1-3.

**Motion Passed: 6-0**

Mike Castellucci  
Chair

Patrick Avalos  
Vice Chair

Sarah Martinez  
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

## Z-23-05

**TO:** City of Pueblo, Planning and Zoning Commission

**FROM:** Wade Broadhead, Sr. Planner and Beritt Odom, Principal Planner

**THROUGH:** Scott Hobson, Acting Director of Planning and Community Development

**DATE:** July 12, 2023

**SUBJECT:** Rezone 2.9-acre area from I-2 Industrial and I-3, Heavy Industrial to S-1 Governmental Use District

**APPLICANT:** City of Pueblo

**PROPERTY OWNER:** City of Pueblo

**LOCATION:** Generally located west of Santa Fe Drive, north and east of Richmond Avenue, and south of Mechanic Street (175 S. Santa Fe Ave., 131 Mechanic Street, and 209 S. Santa Fe Ave.

**CONCURRENT REQUESTS:** None

### **REQUEST:**

The City of Pueblo is requesting to rezone approximately 2.9 acres from, I-2, Industrial Zone District and I-3 Heavy Industrial District to S-1, Government Use District to facilitate an expansion of the Historic Arkansas Riverwalk project (HARP) Development.

### **BACKGROUND AND ANALYSIS:**

The City of Pueblo recently acquired the 2.9 acre rezone site, which consists of three parcels, and is intended to be redeveloped as the Historic Arkansas Riverwalk of Pueblo (HARP) Channel Extension and Boathouse, Phase IV project. The proposed boathouse construction and HARP river channel expansion, east to Santa Fe Ave., is the product of the Historic Arkansas Riverwalk of Pueblo Future Development Plan, prepared by Design Studios West in July 2010.

The northeastern and northwestern parcels (175 S. Santa Fe Ave. and 131 N. Mechanic St.) of the rezoning site are currently developed and operating as Ferguson Plumbing Supply. The northwestern parcel is currently zoned I-2, the northeastern parcel is zoned both I-2 and I-3. The City purchased the two parcels in March 2023 and currently lease the land to Ferguson Plumbing Supply. The lease to Ferguson Supply expires in March 2025; however, it is expected that Ferguson will vacate the premises prior to the expiration of the lease as they are currently developing a new site at 1105 S. Santa Fe Ave. The third parcel located at the southern end of the rezoning site (209 S. Santa Fe Ave.) is undeveloped and zoned both I-2 and I-3. Pueblo Urban Renewal Authority acquired this parcel in 2000 and granted the parcel to the City in 2001 specifically for the planned river channel

expansion east to Santa Fe Ave. Once Ferguson has ceased operation at the current location, the City will request to vacate portions Richmond Avenue, a 20-foot alley, and a portion of Mechanic Street to facilitate a Subdivision that will create lots for the river channel extension and a lot for future development.

According to the preliminary site plan, the proposed HARP Channel Expansion project will extend the river channel approximately 320 feet to the north and east from its current terminus at Richmond Ave. A bulb will be constructed at the end of the channel, adjacent to Santa Fe Ave. A 10-foot sidewalk will be constructed adjacent to the channel extension and site improvements will include landscaping, greenspace, and paved parking. Currently all portions of the developed HARP river channel and associated public amenities are zoned S-1; therefore, the proposed S-1 rezoning is consistent with existing HARP development.

---

**STAFF REVIEW AND FINDINGS:**

**Site Character:** The site is currently developed with Ferguson Plumbing Supply, which includes a brick structure constructed in the 1950's and outdoor storage yard. The southern portion of the rezoning site is undeveloped.

**Neighborhood**

|                       |       |                                                                                                        |
|-----------------------|-------|--------------------------------------------------------------------------------------------------------|
| <b>Compatibility:</b> | North | B-4 and S-1, Courtyard by Marriot Hotel and Pueblo Convention Center.                                  |
|                       | East  | B-4, S-1 and I-3, TownePlace Suites Hotel, and a multitenant office structure.                         |
|                       | South | I-2 and S-1, Steel City Theatre and the City of Pueblo Transportation Department and Transit building. |
|                       | West  | S-1, HARP River Channel and the Pueblo Convention Center.                                              |

**Comprehensive Plan:**

The area proposed to be rezoned is designated as Downtown Mixed Use by the “Pueblo Regional Comprehensive Plan, 2022.” According to the Comprehensive Plan, the primary land uses in this district are offices, retail, higher density residential and public and uses. Downtown Mixed Use supporting land uses include cultural facilities, civic /government facilities, offices light manufacturing, plazas, pocket parks, and other public uses. The proposed S-1 Zoning to facilitate expansion of the HARP River Channel and associated public amenities conforms to the Downtown mixed Use Land Use Category as it provides civic redevelopment of an underutilized industrial site within the City’s core downtown. .

**ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:**

**Purpose of S-1 Zone District Standards:** The standards of this district are designed to retain and provide land areas held, used or controlled for governmental purposes by or for any department or branch of government, federal, state, county, municipal, school or special district, either as owner or under contract or lease with another person, and to place the public and all elected officials and public agencies on notice of proposed changes in the use and development of such public lands. *Governmental purpose* means and includes any use or activity, which is reasonably necessary in the discharge of a public or governmental function, whether it is performed by a governmental entity or another person for or on behalf of a governmental entity.

❑ **Minimum lot width and area:**

The S-1, Government Use district does not have a minimum lot width and area; however, at the time of subdivision, City staff will ensure that all lots will have a width and area comparable to similarly situated properties.

❑ **Lot coverage:**

Not applicable, no structures are currently proposed.

---

**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
  - The rezoning will further the goal of promoting redevelopment and expansion of the Pueblo HARP Riverwalk project, which is a public recreational amenity.
- 2) Show that the area has changed significantly since the adoption of the comprehensive land use plan
  - Not Applicable
- 3) Show that there was a mistake or error made in the original zoning of the property.
  - Not Applicable

**RECOMMENDED ACTION:**

If the Planning and Zoning Commission finds the rezoning request furthers the goals and objectives of the Comprehensive Plan, a recommendation of approval to City Council is appropriate, once the following conditions are satisfied:

1. Amend the legal description of the rezoning site:
  - a. Remove the Parcel A, B, and C, references.
  - b. Remove the references to vacated rights of way.
  - c. Provide a copy of the amended legal description in a Word Document.

**REFERRAL AGENCIES AND COMMENTS:**

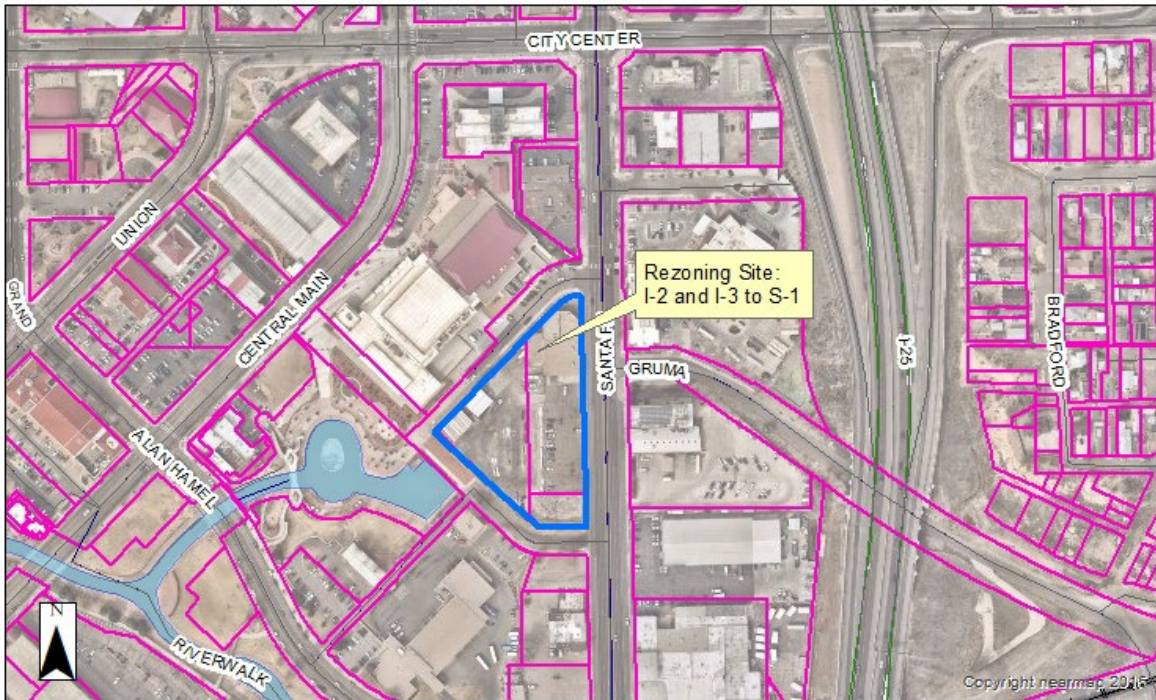
- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No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

**ATTACHMENTS:**

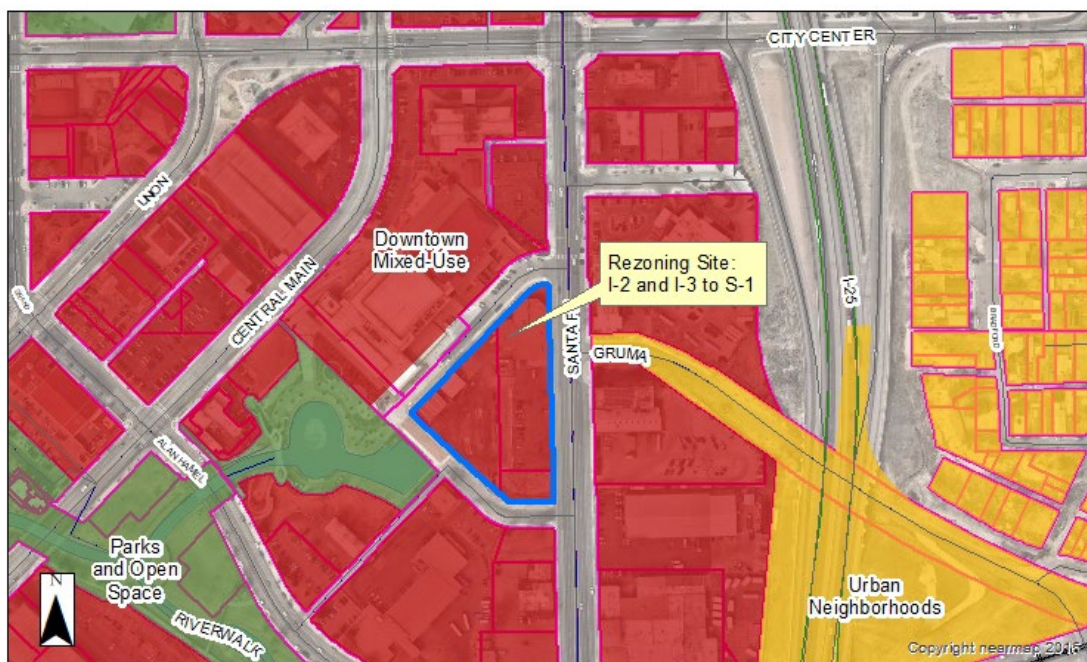
- A. Aerial Photograph
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photographs
- E. Zoning Exhibit
- F. Application
- G. Historic Arkansas Riverwalk of Pueblo Future Development Plan



H. Preliminary HARP Phase IV Site Plan

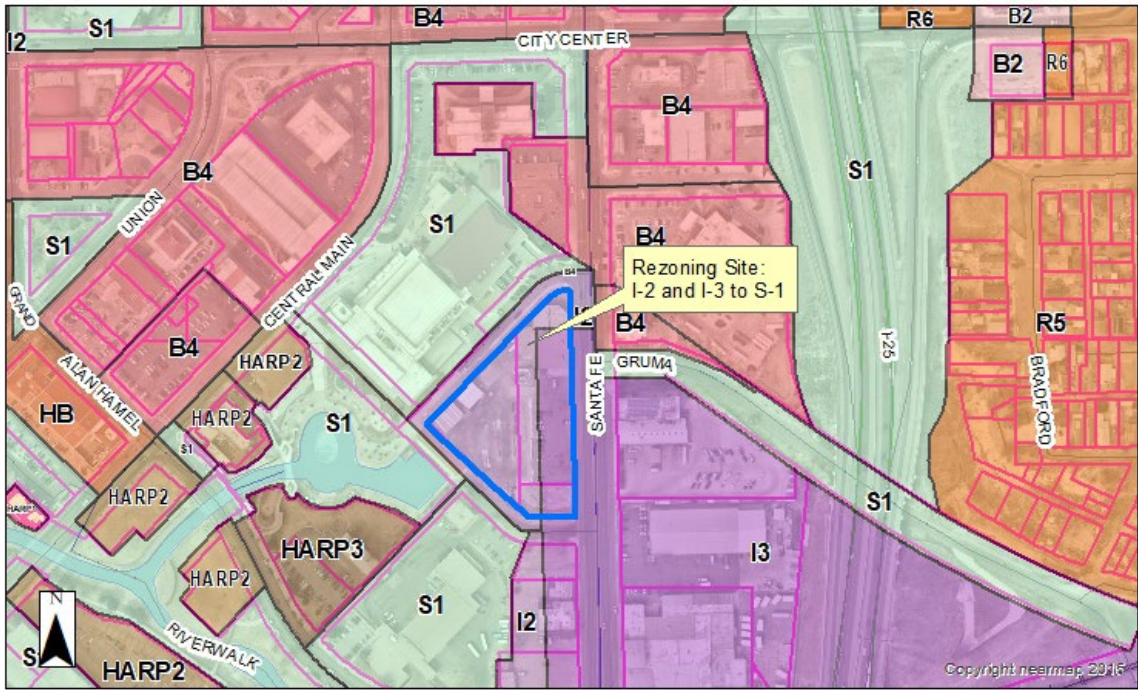


A. Aerial Photograph



B. Comprehensive Plan Designation





C. Zoning



D Site Photographs. View the main Ferguson's building along Santa Fe Dr.





Right of way area to the west of Ferguson's



Overview of the rezoning area looking north



Overview of the rezoning parcel and parking lot looking southwest along Santa Fe Drive.



HISTORIC ARKANSAS RIVERWALK PROJECT, FILING FOUR REZONE EXHIBIT  
A RESUBDIVISION OF PORTIONS OF CENTRAL PUEBLO, MOORES SUBDIVISION  
AND HOBSON'S SUBDIVISION AMENDED  
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PARCEL A:  
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PARCEL B:  
LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 AND THE NORTH TWENTY-TWO FEET OF LOT 14 IN BLOCK 1 IN MOORE'S SUBDIVISION OF A PORTION OF THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST AND THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31 IN TOWNSHIP 20 SOUTH, RANGE 64 WEST, PUEBLO COUNTY, COLORADO, ACCORDING TO THE RECORDED PLAT THEREOF, TOGETHER WITH THAT PORTION OF THE VACATED ALLEY IN SAID BLOCK 1, ADJACENT, BY ORDINANCE NO. 7215 RECORDED NOVEMBER 3, 2004 UNDER RECEPTION NO. 1592557.

PARCEL C:  
LOTS (ALSO KNOWN AS FRACTIONAL LOTS) 1, 2, 3 AND 4 IN BLOCK 55 IN HOBSON'S SUBDIVISION OP A PART OF THE CITY OF PUEBLO, ACCORDING TO THE AMENDED PLAT OF A PORTION OF SAID SUBDIVISION FILED FOR RECORD ON OCTOBER 26, 1887, COUNTY OF PUEBLO, STATE OF COLORADO.

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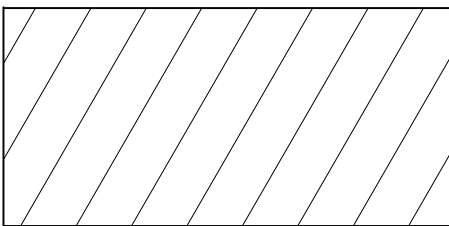
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TOGETHER WITH:

VACATION OF RIGHT-OF-WAYS PER CITY ORDNANCE NO. \_\_\_\_\_, CENTRAL PUEBLO.

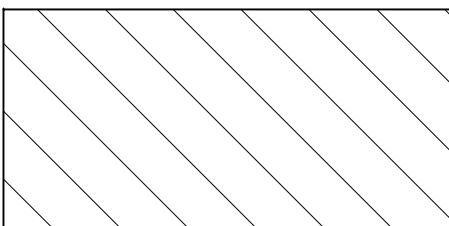
VACATION OF RIGHT-OF-WAYS PER CITY ORDNANCE NO. \_\_\_\_\_, HOBSON'S SUBDIVISION AMENDED.

LEGEND:



AREA I-2 TO BE REZONED S-1

PUEBLO COUNTY ASSESSOR'S  
PROPERTY INFORMATION AND  
EXISTING ZONE

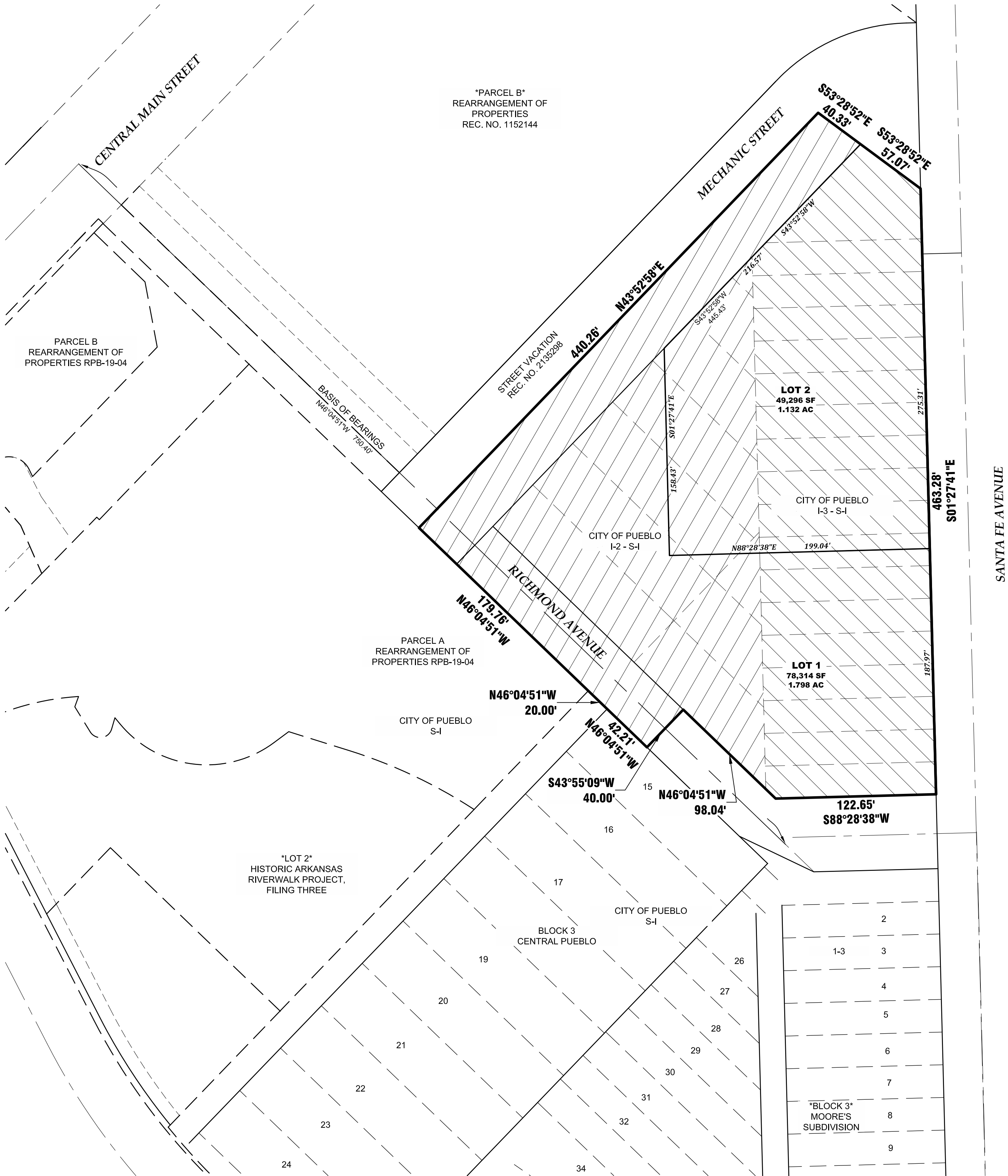
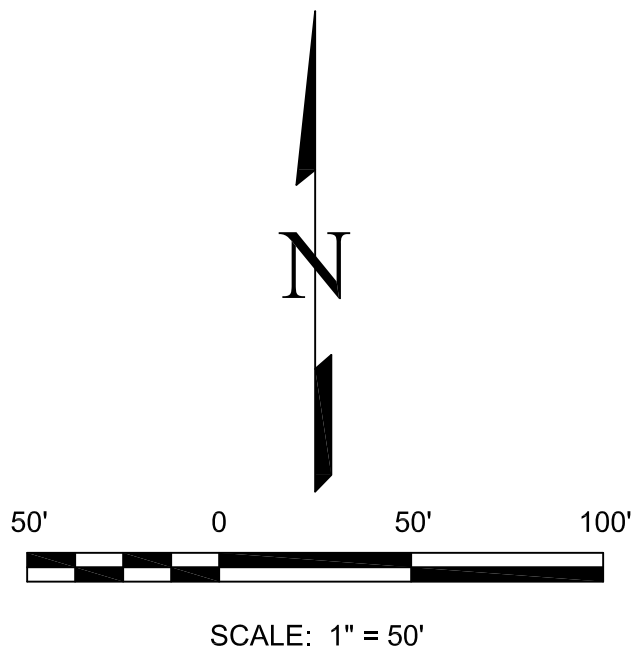


AREA I-3 TO BE REZONED S-1

PUEBLO COUNTY ASSESSOR'S  
PROPERTY INFORMATION AND  
EXISTING ZONE

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**EDWARD-JAMES  
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Fax: (719) 545-6247



**HISTORIC ARKANSAS RIVERWALK PROJECT, FILING FOUR  
REZONE EXHIBIT**

BEING A PORTION OF THE WEST HALF OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 64 WEST,  
AND A PORTION OF THE EAST HALF OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST  
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

|              |           |
|--------------|-----------|
| DRAWN BY     | JWT       |
| CHECKED BY   | ERF       |
| H-SCALE      | 1" = 50'  |
| JOB NO.      | 2399-00   |
| DATE CREATED | 2/20/2023 |
| DATE ISSUED  |           |
| SHEET NO     | 2 OF 2    |

**F. Application and attachments**



Planning & Community Development

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

**Planning & Zoning Map Amendment Application (Rezoning)**

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

|                                                                                                          |                                    |
|----------------------------------------------------------------------------------------------------------|------------------------------------|
| <b>Property Owner</b>                                                                                    |                                    |
| Name:                                                                                                    |                                    |
| Company: City of Pueblo                                                                                  |                                    |
| Address: 200 South Main Street, Pueblo, CO                                                               | Zip: 81003                         |
| Phone: ( ) 719-553-2790                                                                                  | Email:                             |
| <b>Applicant</b>                                                                                         |                                    |
| Name: Same                                                                                               |                                    |
| Company:                                                                                                 |                                    |
| Address:                                                                                                 | Zip:                               |
| Phone: ( )                                                                                               | Email:                             |
| <b>Person or Firm Representing (If Different From) Owner or Applicant</b>                                |                                    |
| Name:                                                                                                    |                                    |
| Company:                                                                                                 |                                    |
| Address:                                                                                                 | Zip:                               |
| Phone: ( )                                                                                               | Email:                             |
| <i>The <b>applicant</b> will be the primary contact unless otherwise noted.</i>                          |                                    |
| <b>Project Location:</b> 175 South Santa Fe Avenue, Pueblo, CO 81003<br>(address or general description) |                                    |
| Parcel# 536426004, 536426005, and 526425003                                                              |                                    |
| Legal Description: See attached Subdivision Boundary Legal Description                                   |                                    |
| Subdivision: See attached                                                                                | Acreage: 2.930                     |
| <b>Existing Zone District:</b> I-2 and I-3                                                               | <b>Proposed Zone District:</b> S-1 |

7-29-20

**Purpose of this Application:**

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

(Continued from previous page)

**Statement of Facts:**

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

The existing parcels are being rezoned as part of the proposed subdivision replat of the area to accommodate for the extension of the HARP channel. The zoning change from I-2 and I-3 to S-1 will make the area consistent with the existing HARP channel.

Description of area surrounding proposed development:

The area around the proposed development consists of the Pueblo Convention Center, existing HARP channel, and other City of Pueblo buildings.

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.

None

- ☒ 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: Unknown

Estimated date for completion of project: Unknown

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

n/a

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

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.

|                        |                                             |                                                                                                                  |
|------------------------|---------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| <b>Office Use Only</b> | Zoning Compliance (Completed by City Staff) |                                                                                                                  |
|                        | Application received by:                    | Date:                                                                                                            |
|                        | Application checked for completeness by:    | Date:                                                                                                            |
|                        | Case Manager:                               | Fee Paid:                                                                                                        |
|                        | Hearing date:                               | <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Approved w/conditions |



Planning & Community Development

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Property Owner Affidavit

Please type or **print** clearly. Illegible applications will not be accepted.

|                                                        |                                            |                   |
|--------------------------------------------------------|--------------------------------------------|-------------------|
| <b>Property Owner:</b>                                 |                                            |                   |
| Name: <u>City of Pueblo</u>                            | Company:                                   |                   |
| Address: <u>200 S. main st.</u>                        |                                            |                   |
| City: <u>Pueblo</u>                                    | State: <u>CO</u>                           | Zip: <u>81003</u> |
| Phone: <u>719-553-2655</u>                             | Email: <u>cityadmin@pueblo.us</u>          |                   |
| <b>Applicant:</b>                                      |                                            |                   |
| Name: <u>Edward Fisher</u>                             | Company: <u>Edward-James Surveying Inc</u> |                   |
| Phone: <u>719-545-6240</u>                             | Email: <u>edwardfe@jssurveying.com</u>     |                   |
| Property Address: <u>HARP - 175 S. Santa Fe Avenue</u> |                                            |                   |

I, Nicholas Gradisar, hereby state that I am the owner of record of the property located at HARP - 175 S. Santa Fe Ave., Pueblo, Colorado, and further acknowledge that by signing this affidavit I authorize the submission of an application for a Rezoning Harp Filing NO 4 at said location.  
(application type)

Nicholas Gradisar 5-11-2023  
Signature of Property Owner Date



- |                                   |                                  |
|-----------------------------------|----------------------------------|
| A. Lake Elizabeth                 | R. Professional Bull Riders      |
| B. Residential                    | S. Former Police Building        |
| C. Restaurant / Office            | T. AT&T Call Center              |
| D. Grand Stair Case               | U. Ice House                     |
| E. City Hall                      | V. Retail / Restaurant           |
| F. Vacant                         | W. Pueblo Convention Center      |
| G. Marriott Hotel                 | X. Memorial Hall Theater         |
| H. Warehouse                      | Y. Transportation Administration |
| I. Environmental Education Center | Z. Zebulon Pike Plaza            |
| J. Proposed Boat House            | AA. Riverwalk Welcome Center     |
| K. Urban Renewal Authority        | BB. Headwaters Fountain          |
| L. McCarthy Office Building       | CC. Future Phase                 |
| M. Main Street Parking Structure  | DD. Confluence Stage             |
| N. Cambria Suites                 | EE. Gateway Park                 |
| O. Surface Parking                | FF. City Shops                   |
| P. Commercial                     | GG. Pueblo Justice Center        |
| Q. Smelter Hill                   |                                  |



# HISTORIC ARKANSAS RIVERWALK OF PUEBLO





July 12, 2023

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

**Zoning:** HARP Filing Four Rezoning, approximately 2.93 to be rezoned from, I-2 and I-3 to S-1, Government Use District. Property located at 175 S. Santa Fe Drive, parcels, 536426004, 536426005, and 526425003.

**The Planning and Zoning Commission meeting will be held on July 12, 2023, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09>, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose).** You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit [www.pueblo.us/PandZ](http://www.pueblo.us/PandZ) and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please call the number below if you have questions.**

Scott Hobson, Acting Director  
Planning & Community Development  
By **Wade Broadhead**, Sr. Planner  
(719) 553-2280

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Scott Hobson, Acting Director  
Planning & Community Development  
By **Wade Broadhead**, Sr. Planner  
(719) 553-2280

CASE NUMBER: Z-23-05

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 175 S. Santa Fe Ave, HARP Extension Plan 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.

June 27, 2023

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located at 175 S. Santa Fe Ave. HARP Extension Plan, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

June 27, 2023

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

| Owner                                 | OwnerStreet                 | OwnerCity        | OwnerState | OwnerZip   |
|---------------------------------------|-----------------------------|------------------|------------|------------|
| URBAN RENEWAL AUTHORITY OF            | 115 E RIVERWALK UNIT 410    | PUEBLO           | CO         | 81003-3337 |
| MILLER BATES, LLC                     | 1245 E BRICKYARD RD STE 100 | SALT LAKE CITY   | UT         | 84106      |
| LOCCO LLC                             | 125 S SANTA FE AVE          | PUEBLO           | CO         | 81003-4218 |
| MINI MART INC                         | 302 W 3RD ST FL 3           | CINCINNATI       | OH         | 45202-3437 |
| COLORADO DEPARTMENT OF TRANSPORTATION | 4201 E ARKANSAS AVE         | DENVER           | CO         | 80222-3406 |
| AVKE INC                              | 4308 ST ANDREWS DR          | PUEBLO           | CO         | 81001-1165 |
| BLAZER LEASING LLC                    | 435 ARGYLE AVE              | PUEBLO           | CO         | 81004-1012 |
| PATTI JUDITH H                        | 6618 E LOWRY BLVD UNIT 309  | DENVER           | CO         | 80230-6916 |
| PATTI PROPERTY LLC                    | 95 S KEARNEY ST             | DENVER           | CO         | 80220      |
| SANTA FE 250 LLC + C/O WALTER         | PO BOX 849                  | COLORADO SPRINGS | CO         | 80901-0849 |



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** September 11, 2023

**TO:** President Heather Graham and Members of City Council

**CC:** Mayor Nicholas A. Gradisar

**VIA:** Marisa Stoller, City Clerk

**FROM:** George Hypolite, City Attorney

**SUBJECT:** AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND REVEREND PAUL ELDER AND THE CHRISTIAN GROWTH CENTER, INC., RELATED TO SETTLEMENT OF UNITED STATES DISTRICT COURT OF COLORADO ACTION NO. 22-CV-00460-CNS-MDB

**SUMMARY:**

This Ordinance approves and authorizes the Mayor to sign a Settlement Agreement and Mutual Release of Claims formalizing the settlement reached in United States District Court of Colorado Action no. 22-cv-00460-CNS-MDB concerning use by the Church of an RV on Church premises for its RV Evangelist Ministry.

**PREVIOUS COUNCIL ACTION:**

No prior Council action exists with respect to this matter.

**BACKGROUND:**

Reverend Paul Elder and The Christian Growth Center, Inc., filed a Complaint in the Pueblo County District Court on January 27, 2022, which was removed to the United States District Court of Colorado, Case No. 22-cv-00460-CNS-MDB, asserting claims against City, arising out of the City's enforcement of the City's RV Ordinance against the Church's RV Evangelist Ministry. Both sides are desirous of settling the litigation before it proceeds further. In order to do so, the attached Settlement Agreement and Mutual Release of Claims ("Agreement") must be approved by the City Council.

The attached Agreement is recommended by both outside legal counsel and CIRSA as a reasonable settlement of this matter.

The Agreement requires the City to pay the sum of Forty Thousand Dollars (\$40,000) to

the Church. In addition, it suspends the enforcement of the City's RV ordinance (P.M.C. § 17-4-27) against the Church while it remains at its current location, and dismisses a Municipal Court action previously brought for violation of the ordinance. The Church's RV Evangelist Ministry will be subject to periodic inspections by the City to ensure the health, safety, and welfare of the public. Should the Church relocate, any new site shall be subject to approval by the City.

**FINANCIAL IMPLICATIONS:**

The Settlement Agreement and Mutual Release of Claims requires the City to pay the sum of Forty Thousand Dollars (\$40,000) to the Church. In addition, the agreement will require staff time and resources as necessary for the City to perform inspections of the RVs used in the Evangelist Ministry.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

City Council could decide not to approve the Settlement Agreement and Mutual Release of Claims. If this occurs, the litigation will continue in federal district court.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. Settlement Agreement and Mutual Release Christian Growth Center



ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND REVEREND PAUL ELDER AND THE CHRISTIAN GROWTH CENTER, INC., RELATED TO SETTLEMENT OF UNITED STATES DISTRICT COURT OF COLORADO ACTION NO. 22-CV-00460-CNS-MDB

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

SECTION 1.

The Settlement Agreement and Mutual Release of Claims ("Agreement"), attached hereto, between the City of Pueblo, a Colorado municipal corporation, and Reverend Paul Elder and The Christian Growth Center, Inc., (the "Church"), 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.

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 herein.

SECTION 4.

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

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on \_\_\_\_\_.

Final adoption of Ordinance by City Council on \_\_\_\_\_.

\_\_\_\_\_  
President of City Council

**Action by the Mayor:**

☐ Approved on \_\_\_\_\_.

☐ Disapproved on \_\_\_\_\_ based on the following objections:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

Mayor

**Action by City Council After Disapproval by the Mayor:**

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of \_\_\_\_\_, on \_\_\_\_\_
- ☐ Council action on \_\_\_\_\_ failed to override the Mayor's veto.

---

President of City Council

ATTEST

---

City Clerk

## SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF ALL CLAIMS

### RECITALS

1. REVEREND PAUL ELDER and any and all of his heirs, personal representatives, executors, administrators, attorneys, successors, and assigns; and THE CHRISTIAN GROWTH CENTER INC. and any and all of its entities, officers, representatives, successors, assigns, attorneys, employees, former employees, volunteers, agents, servants, self-insurers, insurers, reinsurers, and excess insurers, are hereinafter collectively referred to in the singular as “**the CHURCH.**”

2. Pueblo, a municipal corporation, the Colorado Intergovernmental Risk Sharing Agency, and any and all of their entities, officers, elected officials, representatives, successors, assigns, attorneys, directors, employees, former employees, volunteers, agents, servants, self-insurers, insurers, reinsurers, excess insurers, and representatives of any kind are hereinafter collectively referred to in the singular as “**CITY.**”

3. **The CHURCH and CITY** are collectively referred to as “**the Parties.**”

4. Reverend Paul Elder and The Christian Growth Center, Inc., filed a Complaint in the Pueblo County District Court on January 27, 2022, which was removed to the United States District Court of Colorado, Case No. 22-cv-00460-CNS-MDB, asserting claims against **CITY**, arising out of **CITY’s** enforcement of the City’s RV Ordinance against the **CHURCH’s** RV Evangelist Ministry (hereinafter referred to as “**Civil Action**”).

5. **The Parties** have decided to enter into this Settlement Agreement and Mutual Release on the terms set out in these recitals and agreement below and reach a complete resolution of the **Civil Action**, as well as any and all claims **the Parties** may have occurring up to the date of the execution of this Settlement Agreement and Mutual Release for damages and/or injuries of any kind, known and unknown, foreseen and unforeseen. For the purpose of this Settlement Agreement and Mutual Release, all of the claims asserted in the Civil Action, whether remaining or dismissed, and all other actual or potential claims or disputes among **the Parties** shall be referred to hereafter collectively as the “Claims.”

### AGREEMENT

1. Release, Covenant Not to Sue, Hold Harmless, and Indemnification.

**The CHURCH**, for the consideration and conditions stated herein, does hereby release and forever discharge **CITY** from any and all liability for any and all claims, demands, damages,

injuries, costs, attorney fees, interest, liabilities, losses, expenses, compensation, reimbursements, actions, rights, and causes of action of whatsoever kind and nature, resulting from or in any way arising or growing out of and by reason of, any and all known and unknown, foreseen and unforeseen damages, expenses, costs, losses, liabilities, claims, and the consequences thereof which **the CHURCH** may now or hereafter have against **CITY** arising up to the date of execution of this Settlement Agreement and Mutual Release relating to the Civil Action and the events underlying the Civil Action. This Settlement Agreement and Mutual Release applies to all claims relating to the Civil Action and the events underlying the Civil Action, known or unknown, whether negligent or intentional, and occurring on or before the date this Settlement Agreement and Mutual Release was executed by **the CHURCH**. Specifically, but not by way of limitation, it includes claims under federal or state statute, constitution, common law or otherwise, foreseen and unforeseen, which may now or hereafter arise out of, or result in any way from the **Civil Action**, and/or which have or could have been made, as well as any and all matters relating thereto, and any and all consequences thereof, for which **the CHURCH** claimed or could have claimed against **CITY** to be legally liable, which liability is hereby expressly denied.

**The CHURCH** hereby declares and represents that no other person, firm, or corporation has received any assignment, subrogation, or other right of substitution to the Claims made or which could have been asserted in the Civil Action, or that to the extent such assignment, subrogation, or other right of substitution exists, the same has been waived, resolved, or otherwise disclosed. Further, in the event **CITY** is subjected to further claims by any person, firm, or corporation under any actual or purported lien or right of substitution, **the CHURCH** will hold **CITY** harmless from any such claims or demands and indemnify **CITY** for any judgment obtained by reason of such purported lien or right of substitution.

Furthermore, **the CHURCH** agrees that, other than **the Civil Action**, it has no charges of any kind pending before any state or federal administrative or judicial forum and that it will not file such charges against **CITY** based on any event that occurred before the execution of this Settlement Agreement and Mutual Release.

**CITY**, for the consideration and conditions stated herein, does hereby release and forever discharge **the CHURCH** from any and all liability for any and all claims, demands, damages, judgments, injuries, costs, attorney fees, interest, liabilities, losses, expenses, compensation, reimbursements, actions, rights, and causes of action of whatsoever kind and nature, resulting from or in any way arising or growing out of and by reason of, any and all known and unknown, foreseen and unforeseen damages, expenses, costs, losses, liabilities, claims, and the consequences thereof which **CITY** may now or hereafter have against **the CHURCH** arising up to the date of execution of this Settlement Agreement and Mutual Release. This Settlement Agreement and Mutual Release applies to all claims, known or unknown, whether negligent or intentional and occurring on or before the date this Settlement Agreement and Mutual Release was executed by **CITY**.

This shall include, but not be limited to, all claims occurring up to the date of this Settlement Agreement and Mutual Release for damages and/or injuries under federal or state statute, constitution, municipal ordinance, common law or otherwise, foreseen and unforeseen, which may now or hereafter arise out of, or result in any way from the **Civil Action**, and/or which

have or could have been made, as well as any and all matters relating thereto, and any and all consequences thereof, for which **CITY** claimed or could have claimed against **the CHURCH** to be legally liable, which liability is hereby expressly denied.

Furthermore, **CITY** agrees that, other than the Municipal Court Action, Case No. MIS28081, it has no claims of any kind pending before any state or federal administrative or judicial forum and that it will not file such claims against **the CHURCH** based on any event that occurred before the execution of this Settlement Agreement and Mutual Release.

2. Consideration.

It is agreed that consideration for this Settlement Agreement and Mutual Release is as follows:

- a. **CITY** will pay or cause to be paid \$40,000.00 to **the CHURCH** within ten (10) business days after the execution of this Settlement Agreement and Mutual Release by the **Parties**.
- b. **CITY** will allow **the CHURCH** the following accommodation with respect to enforcement of Section 17-4-27, P.M.C., that purports to prohibit the CHURCH's "RV Evangelist Ministry" as that term is defined in the CHURCH's pleadings and brief in the Civil Action, pursuant to the Religious Land Use and Institutionalized Persons Act, 42 U.S.C. Sections 2000cc, *et seq.*, and the Free Exercise Clause of the First Amendment to the United States Constitution, concerning the church property located at 1906 N. Hudson Avenue, Pueblo, Colorado (the "Property") and use of a vehicle or trailer that includes living quarters designed for accommodation ("RV"):

**the CHURCH** shall be permitted to maintain and use an RV hook-up for single use of an RV in conducting the "RV Evangelist Ministry" as that term is defined in the CHURCH's pleadings and briefs in the Civil Action including overnight use. Such use shall be subject to reasonable inspection by City to assure proper electric, sanitation, and adequate water. The City must provide the Church reasonable notice of any such inspection, not less than five (5) business days.

If the **CHURCH** moves to a new location in the **CITY**, it must notify the City within 45 days of such move. The accommodation provided in this paragraph 2.b. shall follow the Church to such new location, unless the **CITY** notifies the **CHURCH** in writing within 45 days of notice of the Church's move that the accommodation is no longer required by the Religious Land Use and Institutionalized Persons Act, 42 U.S.C. Sections 2000cc, *et seq.*, and/or the Free Exercise Clause of the First Amendment to the United States Constitution, and the good-faith basis therefore.

- c. **The CHURCH** and its attorneys shall complete all documents necessary to dismiss **the Civil Action** with prejudice within five (5) business days after receipt of the payment described in subsection (a) above.
- d. **CITY** shall complete all documents necessary to dismiss the Municipal Court Action, Case No. MIS28081, within ten (10) business days after the execution of this Settlement Agreement and Mutual Release by **the CHURCH**.

The above consideration shall be full and final payment for all claims asserted and all claims that might have been asserted in any state or federal judicial or administrative forum up to the date of execution of this Settlement Agreement and Mutual Release, including any claims for attorney fees and costs.

3. Voluntariness, Denial of Liability, Entire Agreement.

**The Parties** have carefully read the above and foregoing Settlement Agreement and Mutual Release and know the contents thereof and have signed the same as their free and voluntary act and after having the opportunity to have the same explained by counsel. **The Parties** expressly state that they have been advised of their right to consult additional professionals of their choice, including physicians, lawyers, and accountants, regarding any and all known and unknown, foreseen and unforeseen, damages, losses, injuries, costs, losses of services, expenses, liabilities, claims, and the consequences thereof, of whatsoever kind and nature, that **the Parties** may have incurred or will incur, whether suspected or unsuspected.

It is expressly understood and agreed that the acceptance of the above-mentioned consideration is in full accord and satisfaction of a disputed claim and that payment of said consideration is not to be construed in any way as an admission of liability on the part of **the Parties**, but, on the contrary, **the Parties** specifically deny any liability on account of the **Civil Action**, or any matters related or incidental hereto, or otherwise, and it is further understood and agreed that all agreements and understandings between **the Parties** are embodied and expressed herein and that the terms of this Settlement Agreement and Mutual Release are contractual and not mere recitals.

**The Parties** further expressly understand and agree that their signing of this Settlement Agreement and Mutual Release shall be forever binding and no rescission, modification, or release of **the Parties** from the terms of this Settlement Agreement and Mutual Release will be made for any mistake.

If any provision of this Settlement Agreement and Mutual Release should be declared to be unenforceable by any administrative agency or court of law, the remainder of the agreement shall remain in full force and effect and shall be binding upon **the Parties** hereto as if the invalidated provision were not part of this Settlement Agreement and Mutual Release.



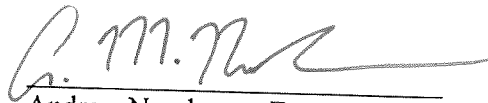
4. Construction.

This Agreement was negotiated by the opposing parties and should not be construed or interpreted in favor of one party, even if another party drafted the Agreement. This Agreement shall be governed by the law of the State of Colorado.

**The CHURCH:**

  
Reverend Paul Elder

Approved as to form:

  
Andrew Nussbaum, Esq.  
Attorney for the CHURCH

IN WITNESS WHEREOF, **CITY** has accepted this Settlement Agreement and Mutual Release and executed it this \_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY:**

PUEBLO, A MUNICIPAL CORPORATION,

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

ATTESTED BY: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Sara Cook, Esq.  
Attorney for the CITY



**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** September 11, 2023

**TO:** President Heather Graham and Members of City Council

**CC:** Mayor Nicholas A. Gradisar

**VIA:** Marisa Stoller, City Clerk

**FROM:** Heather Graham, President

**SUBJECT:** A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO HISTORIC PUEBLO, INC. IN THE AMOUNT OF \$1,000 TO SPONSOR THE DAMON DAYS EVENT ON OCTOBER 27, 2023 AT 5:30 PM AT THE UNION DEPOT

**SUMMARY:**

Attached for consideration is a request for support of Historic Pueblo, Inc. in the amount of \$1,000 to sponsor the Damon Days event on October 27, 2023 at 5:30 pm in the Union Depot.

**PREVIOUS COUNCIL ACTION:**

Council supported this event in 2022 for \$1,000.

**BACKGROUND:**

The Damon Days Committee annually celebrates renowned author Damon Runyon in the town he called his "hometown", while nurturing future storytellers by backing scholarships for history, English, and journalism students attending Colorado State University-Pueblo and Pueblo Community College. All event proceeds, beyond expenses by our all-volunteer committee, go to supporting these scholarships.

Additional activities for this year include screening of episodes of the classic 1955-56 TV show, The Damon Runyon Theater, a presentation by Gregory Howell on Underground Pueblo at Union Depot, and a downtown vintage car show during October's First Friday Art Walk. These events will attract a diverse audience, providing opportunities for the community to learn more about Damon Runyon and the opportunity they have to nurture future storytellers of history, English and journalism by attending our Guys and Dolls for Scholars banquet.

**FINANCIAL IMPLICATIONS:**

Funds in the amount of \$1,000 would be paid from the Council Contingencies Account in the 2023 General Fund Budget to Historic Pueblo, Inc.

**BOARD/COMMISSION RECOMMENDATION:**

N/A

**STAKEHOLDER PROCESS:**

N/A

**ALTERNATIVES:**

City Council could choose not to authorize funding for this purpose.

**RECOMMENDATION:**

This Resolution is at the request of Council Member Heather Graham.

**ATTACHMENTS:**

1. Damon Days Sponsorship Request
2. 2023 Contingencies (Council) Historic Pueblo, Inc Damon Days Event

RESOLUTION NO. 15368

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO HISTORIC PUEBLO, INC. IN THE AMOUNT OF \$1,000 TO SPONSOR THE DAMON DAYS EVENT ON OCTOBER 27, 2023 AT 5:30 PM AT THE UNION DEPOT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$1,000 from the Council Contingencies Account in the 2023 General Fund Budget is authorized to be paid to Historic Pueblo, Inc. to sponsor the Damon Days event at the Union Depot at 5:30 pm on Friday, October 27, 2023.

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 herein.

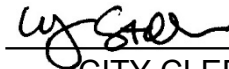
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: September 11, 2023

BY: Vicente Martinez Ortega  
MEMBER OF CITY COUNCIL

APPROVED:   
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK

## “Damon Days”

Celebrating the Legacy of Damon Runyon & Nurturing Storytellers of History, English, & Journalism.



President Graham,

Abundant research in recent years has found that strong local journalism builds social cohesion, encourages political participation, and improves the efficiency and decision-making of local and state government. <https://nysba.org/why-local-news-matters-and-what-we-can-do-to-save-it/>

As our local community is keenly aware, journalism is under threat.

In line with these sentiments, the Damon Days Committee annually celebrates renowned author Damon Runyon in the town he called his “hometown”, while nurturing future storytellers by backing scholarships for history, English, and journalism students attending Colorado State University-Pueblo and Pueblo Community College. We hope the City of Pueblo will again join us by sponsoring our 10/27 Guys and Dolls for Scholars event at Union Depot at the \$1,000 level. All event proceeds, beyond expenses by our all-volunteer committee go to supporting these scholarships.

Additional activities for this year include screening of episodes of the classic 1955-56 TV show, *The Damon Runyon Theater*, a presentation by Gregory Howell on Underground Pueblo at Union Depot, and a downtown vintage car show during October's First Friday Art Walk. These events will attract a diverse audience, providing opportunities for the community to learn more about Damon Runyon and the opportunity they have to nurture future storytellers of history, English and journalism by attending our *Guys and Dolls for Scholars* banquet.

We appreciate your consideration for joining us in support of this enriching endeavor. Your involvement will make a significant impact on the future of aspiring scholars and contribute to the vibrant cultural tapestry of our community.

On behalf of our committee,

Carla Hendrickson

[carlahendrickson@gmail.com](mailto:carlahendrickson@gmail.com)

719 583 1633 / 970 565 8907 (c)

**Committee members:** Brad Bowers, PCC History Faculty; Bree Pappan, Sangre de Cristo Art Center; Carla Hendrickson, Damon Days Committee Chair; Constance Yanke, CSU P/PCC Instructor; Corinne Koehler, Damon Days Banquet Chair; Deb Kalb, retired attorney, Runyon enthusiast; Halka Brunerova, DD PCC Awardee and current CSU P student; Leticia Steffen, Dean, College of Humanities, Arts and Social Sciences, CSU Pueblo



To ensure the success and lasting impact of Damon Days, we offer several sponsorship levels with unique benefits and recognition opportunities:

1. Editor-in-Chief Sponsorship - \$5,000:
  - Two tables of eight for the October 27. 2023 banquet.
  - VIP seating for all other ticketed events.
  - Sponsor logo prominently displayed on invitations, programs, posters, and advertising.
2. Managing Editor Sponsorship - \$2,500:
  - One table of eight for the October 27. 2023 banquet.
  - VIP seating for all other ticketed events.
  - Sponsor logo displayed on invitations, programs, and advertising.
3. Senior Reporter/Journalists Sponsorship - \$1,000:
  - One table of eight for the October 27. 2023 banquet.
  - Four tickets to all other ticketed events.
  - Sponsor recognition on invitations and programs.
4. Copy Editor Sponsorship - \$500:
  - Four tickets to the banquet.
  - Four tickets to all other ticketed events.
5. General Assignment Reporter Sponsorship - \$250:
  - Two tickets to the banquet.
  - Two tickets to all other ticketed events.

Checks payable to fiscal agent: Historic Pueblo, Inc., a nonprofit, P.O. Box 2386 Pueblo, CO 81005  
Tax ID # 33-1006168

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Sponsorship level: \_\_\_\$5,000 \_\_\_\$2,500 \_\_\_\$1,000 \_\_\_\$500 \_\_\_other \$\_\_\_\_\_

Contact person: \_\_\_\_\_

Business name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

| DATE    | BALANCE IN 2023 CONTINGENCIES ACCOUNT                                                                                                                    |  | DEBIT       | CREDIT | BALANCE       |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------|--------|---------------|
|         | Beginning Balance                                                                                                                                        |  |             |        | \$ 100,000.00 |
| 1/9/23  | Latino Chamber 44th Annual Dinner                                                                                                                        |  | \$ 2,000.00 |        | \$ 98,000.00  |
| 1/9/23  | Mount Carmel Veterans Service Center Salute to Heroes                                                                                                    |  | \$ 2,500.00 |        | \$ 95,500.00  |
| 1/23/23 | Steelworks Center for the West - CF&I Faces of Steel Event                                                                                               |  | \$ 1,000.00 |        | \$ 94,500.00  |
| 1/23/23 | PCC Foundation Hall of Fame Award Event                                                                                                                  |  | \$ 1,000.00 |        | \$ 93,500.00  |
| 1/23/23 | Catholic Charities Espiritu Dinner                                                                                                                       |  | \$ 1,500.00 |        | \$ 92,000.00  |
| 2/13/23 | Boys & Girls Club Champions of Youth Dinner                                                                                                              |  | \$ 1,600.00 |        | \$ 90,400.00  |
| 2/13/23 | Pueblo Police Department Awards Dinner                                                                                                                   |  | \$ 650.00   |        | \$ 89,750.00  |
| 2/27/23 | Southern Colorado Equality Alliance Spring Fling Banquet                                                                                                 |  | \$ 560.00   |        | \$ 89,190.00  |
| 2/27/23 | Pueblo Friends of the Arkansas Trout on the Route                                                                                                        |  | \$ 300.00   |        | \$ 88,890.00  |
| 2/27/23 | Pueblo Food Project Sun Soil Water Ag Summit                                                                                                             |  | \$ 2,000.00 |        | \$ 86,890.00  |
| 2/27/23 | The Place Community Block Party                                                                                                                          |  | \$ 1,000.00 |        | \$ 85,890.00  |
| 3/13/23 | Hip Hop Festival - Mad Fresh Productions                                                                                                                 |  | \$ 1,500.00 |        | \$ 84,390.00  |
| 3/13/23 | HARP Rollin' on the Riverwalk Event                                                                                                                      |  | \$ 9,000.00 |        | \$ 75,390.00  |
| 3/13/23 | Press Club Sheepdip Awards Dinner                                                                                                                        |  | \$ 1,000.00 |        | \$ 74,390.00  |
| 4/10/23 | County Courthouse Lighting Ceremony                                                                                                                      |  | \$ 500.00   |        | \$ 73,890.00  |
| 4/10/23 | Latino Chamber Tostada Event                                                                                                                             |  | \$ 2,000.00 |        | \$ 71,890.00  |
| 4/10/23 | Child Advocacy Center April Campaign                                                                                                                     |  | \$ 1,000.00 |        | \$ 70,890.00  |
| 4/10/23 | Soco Harm Reduction/GAPP for Gun Buyback Program                                                                                                         |  | \$ -        |        | \$ 70,890.00  |
| 4/10/23 | Downtown Association Levee Walk                                                                                                                          |  | \$ 700.00   |        | \$ 70,190.00  |
| 4/24/23 | SocoYogo/United Way Carnival                                                                                                                             |  | \$ 1,000.00 |        | \$ 69,190.00  |
| 4/24/23 | Pueblo Heritage Museum Slovenian Exhibit                                                                                                                 |  | \$ 1,000.00 |        | \$ 68,190.00  |
| 4/24/23 | Southern Colorado Equality Alliance Pueblo Pride Event                                                                                                   |  | \$ 750.00   |        | \$ 67,440.00  |
| 4/24/23 | Bessemer Historical Society DBA Steelworks Center for the West - Contribution to EPA's Environmental Justice Collaborative Problem-Solving (EJCPS) Grant |  | \$ 8,000.00 |        | \$ 59,440.00  |
| 4/24/23 | El Movimiento Sigue Cinco de Mayo                                                                                                                        |  | \$ 2,000.00 |        | \$ 57,440.00  |
| 5/8/23  | Caring for Colorado - Youth Action Council                                                                                                               |  | \$ 1,000.00 |        | \$ 56,440.00  |
| 5/8/23  | Pueblo Memorial Hall - Pueblo Has Talent 2023                                                                                                            |  | \$ 5,189.00 |        | \$ 51,251.00  |
| 5/22/23 | Ultimate Performance Sports Training & Rehab Youth Scholarships                                                                                          |  | \$ 2,000.00 |        | \$ 49,251.00  |
| 5/22/23 | Goodnight Barn Preservation, Inc. - Chuckwagon Rendezvous                                                                                                |  | \$ 5,000.00 |        | \$ 44,251.00  |
| 5/22/23 | Mariachi Juvenil Diamante workshop                                                                                                                       |  | \$ 1,500.00 |        | \$ 42,751.00  |
| 6/12/23 | Sangre de Cristo Arts Center Anniversary Gala                                                                                                            |  | \$ 1,500.00 |        | \$ 41,251.00  |
| 6/12/23 | Colorado State Fair Fiesta Committee - Noche de Fiesta                                                                                                   |  | \$ 300.00   |        | \$ 40,951.00  |
| 6/26/23 | Pueblo Friends of the Arkansas Summer Solstice                                                                                                           |  | \$ 250.00   |        | \$ 40,701.00  |
| 7/10/23 | Latino Veterans Profiles in Courage Awards                                                                                                               |  | \$ 1,500.00 |        | \$ 39,201.00  |
| 7/10/23 | PDI Dancing with the Pueblo Stars                                                                                                                        |  | \$ 1,000.00 |        | \$ 38,201.00  |
| 7/10/23 | Southeastern Colorado Heritage Center Indigenous People's Exhibit                                                                                        |  | \$ 6,000.00 |        | \$ 32,201.00  |
| 7/24/23 | Global Medical Response - Safety Jam                                                                                                                     |  | \$ 1,000.00 |        | \$ 31,201.00  |
| 8/14/23 | Pueblo Memorial Hall - The Time is Now Benefit by Mad Fresh                                                                                              |  | \$ -        |        | \$ 31,201.00  |
| 8/14/23 | Colorado State Fair Fiesta Committee - Fiesta Day Parade                                                                                                 |  | \$ 2,000.00 |        | \$ 29,201.00  |
| 8/14/23 | Pueblo Chile Hot Air Balloon Fest                                                                                                                        |  | \$ 2,500.00 |        | \$ 26,701.00  |
| 8/14/23 | Pueblo Police Activities League (PPAL) Roncalli Football Equip                                                                                           |  | \$ 1,000.00 |        | \$ 25,701.00  |
| 8/28/23 | Mad Fresh Productions Multicultural Festival                                                                                                             |  | \$ 1,500.00 |        | \$ 24,201.00  |
| 8/28/23 | Assistance League of Pueblo Holiday Fashion Preview                                                                                                      |  | \$ 1,000.00 |        | \$ 23,201.00  |
| 9/11/23 | Historic Pueblo, Inc Damon Days Event                                                                                                                    |  | \$ 1,000.00 |        | \$ 22,201.00  |
|         |                                                                                                                                                          |  |             |        | \$ 22,201.00  |
|         |                                                                                                                                                          |  |             |        | \$ 22,201.00  |
|         |                                                                                                                                                          |  |             |        | \$ 22,201.00  |
|         |                                                                                                                                                          |  |             |        | \$ 22,201.00  |
|         |                                                                                                                                                          |  |             |        | \$ 22,201.00  |
|         |                                                                                                                                                          |  |             |        | \$ 22,201.00  |
|         |                                                                                                                                                          |  |             |        | \$ 22,201.00  |



**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** September 11, 2023

**TO:** President Heather Graham and Members of City Council

**CC:** Mayor Nicholas A. Gradisar

**VIA:** Marisa Stoller, City Clerk

**FROM:** Heather Graham, President

**SUBJECT:** A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO PUEBLO CHORAL SOCIETY IN THE AMOUNT OF \$6,000 TO SPONSOR THE OLD FASHIONED CHRISTMAS CONCERT ON DECEMBER 8, 2023 AT 7 PM IN MEMORIAL HALL

**SUMMARY:**

Attached for consideration is a request for support of Pueblo Choral Society in the amount of \$6,000 to sponsor the Old Fashioned Christmas Concert event on December 8, 2023 at 7 pm in Memorial Hall.

**PREVIOUS COUNCIL ACTION:**

Council supported this event for \$5,000 in 2022 and 2021.

**BACKGROUND:**

The Pueblo Choral Society is a non-profit organization whose members are not only volunteers, but also pay to belong the group. Their mission is to enhance the quality of cultural life in Pueblo by performing, promoting, and supporting choral music and by fostering choral and music education in our community.

There was an attendance of over 700 last year to help celebrate this special time of year, and Pueblo Choral Society is looking forward to presenting the 3rd Annual Old Fashioned Christmas concert on December 8th, 2023.

**FINANCIAL IMPLICATIONS:**

Funds in the amount of \$6,000 would be paid from the Council Contingencies Account in the 2023 General Fund Budget to Pueblo Choral Society.

**BOARD/COMMISSION RECOMMENDATION:**

N/A

**STAKEHOLDER PROCESS:**

N/A

**ALTERNATIVES:**

City Council could choose not to authorize funding for this purpose.

**RECOMMENDATION:**

This Resolution is at the request of Council Member Heather Graham.

**ATTACHMENTS:**

1. Choral Society requesting Support for Christmas Concert
2. 2023 Contingencies (Council) Pueblo Choral Society Old Fashioned Christmas Concert

RESOLUTION NO. 15369

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO PUEBLO CHORAL SOCIETY IN THE AMOUNT OF \$6,000 TO SPONSOR THE OLD FASHIONED CHRISTMAS CONCERT ON DECEMBER 8, 2023 AT 7 PM IN MEMORIAL HALL

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$6,000 from the Council Contingencies Account in the 2023 General Fund Budget is authorized to be paid to Historic Pueblo, Inc. to sponsor the Old Fashioned Christmas Concert at 7pm in Memorial Hall on Friday, December 8, 2023.

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 herein.

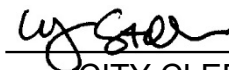
SECTION 3.

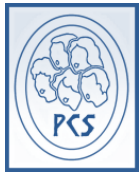
This Resolution shall become effective upon passage and approval.

INTRODUCED: September 11, 2023

BY: Vicente Martinez Ortega  
MEMBER OF CITY COUNCIL

APPROVED:   
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK



## Pueblo Choral Society, Inc.

P.O. Box 3780, Pueblo, CO 81005 / 719-281-6823 / [www.pueblochoralsociety.org](http://www.pueblochoralsociety.org)

August 15, 2023

City Council  
Attn: Tracey Sample  
1 City Hall Place  
Pueblo, CO 81003

Dear Tracey,

The Pueblo Choral Society is a non-profit organization whose members are not only volunteers, but also pay to belong the group. Our mission is to enhance the quality of cultural life in Pueblo by performing, promoting and supporting choral music and by fostering choral and music education in our community.

We are most grateful for the support which City Council gave us last year for our 2nd Annual *Old Fashioned Christmas* concert at Memorial Hall. It was a great success! We were delighted to have an attendance of over 700 to help us celebrate this special time of year, and we are looking forward to presenting a 3<sup>rd</sup> Annual *Old Fashioned Christmas* concert on December 8<sup>th</sup>, 2023.

We would like to return to Memorial Hall again this year. As in the past we will be supporting other performing arts by inviting a variety of local musical groups to join us. These will include other choirs and local brass and string ensembles.

You are most certainly aware that there are many costs involved in using this venue. Therefore, we rely on the generous donations of our sponsors and advertisers. (I am attaching last year's flyer for this Concert.)

In order to produce this special concert, we are asking City Council to support us with \$6000. This will allow us to cover the expenses incurred for presenting this festive event. We greatly appreciate your thoughtful consideration of our request and value your support in making this concert possible.

Sincerely,

*Judith A. Hastall*

Judith A. Hastall



Past President

| DATE    | BALANCE IN 2023 CONTINGENCIES ACCOUNT                                                                                                                    |  | DEBIT       | CREDIT | BALANCE       |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------|--------|---------------|
|         | Beginning Balance                                                                                                                                        |  |             |        | \$ 100,000.00 |
| 1/9/23  | Latino Chamber 44th Annual Dinner                                                                                                                        |  | \$ 2,000.00 |        | \$ 98,000.00  |
| 1/9/23  | Mount Carmel Veterans Service Center Salute to Heroes                                                                                                    |  | \$ 2,500.00 |        | \$ 95,500.00  |
| 1/23/23 | Steelworks Center for the West - CF&I Faces of Steel Event                                                                                               |  | \$ 1,000.00 |        | \$ 94,500.00  |
| 1/23/23 | PCC Foundation Hall of Fame Award Event                                                                                                                  |  | \$ 1,000.00 |        | \$ 93,500.00  |
| 1/23/23 | Catholic Charities Espiritu Dinner                                                                                                                       |  | \$ 1,500.00 |        | \$ 92,000.00  |
| 2/13/23 | Boys & Girls Club Champions of Youth Dinner                                                                                                              |  | \$ 1,600.00 |        | \$ 90,400.00  |
| 2/13/23 | Pueblo Police Department Awards Dinner                                                                                                                   |  | \$ 650.00   |        | \$ 89,750.00  |
| 2/27/23 | Southern Colorado Equality Alliance Spring Fling Banquet                                                                                                 |  | \$ 560.00   |        | \$ 89,190.00  |
| 2/27/23 | Pueblo Friends of the Arkansas Trout on the Route                                                                                                        |  | \$ 300.00   |        | \$ 88,890.00  |
| 2/27/23 | Pueblo Food Project Sun Soil Water Ag Summit                                                                                                             |  | \$ 2,000.00 |        | \$ 86,890.00  |
| 2/27/23 | The Place Community Block Party                                                                                                                          |  | \$ 1,000.00 |        | \$ 85,890.00  |
| 3/13/23 | Hip Hop Festival - Mad Fresh Productions                                                                                                                 |  | \$ 1,500.00 |        | \$ 84,390.00  |
| 3/13/23 | HARP Rollin' on the Riverwalk Event                                                                                                                      |  | \$ 9,000.00 |        | \$ 75,390.00  |
| 3/13/23 | Press Club Sheepdip Awards Dinner                                                                                                                        |  | \$ 1,000.00 |        | \$ 74,390.00  |
| 4/10/23 | County Courthouse Lighting Ceremony                                                                                                                      |  | \$ 500.00   |        | \$ 73,890.00  |
| 4/10/23 | Latino Chamber Tostada Event                                                                                                                             |  | \$ 2,000.00 |        | \$ 71,890.00  |
| 4/10/23 | Child Advocacy Center April Campaign                                                                                                                     |  | \$ 1,000.00 |        | \$ 70,890.00  |
| 4/10/23 | Soco Harm Reduction/GAPP for Gun Buyback Program                                                                                                         |  | \$ -        |        | \$ 70,890.00  |
| 4/10/23 | Downtown Association Levee Walk                                                                                                                          |  | \$ 700.00   |        | \$ 70,190.00  |
| 4/24/23 | SocoYogo/United Way Carnival                                                                                                                             |  | \$ 1,000.00 |        | \$ 69,190.00  |
| 4/24/23 | Pueblo Heritage Museum Slovenian Exhibit                                                                                                                 |  | \$ 1,000.00 |        | \$ 68,190.00  |
| 4/24/23 | Southern Colorado Equality Alliance Pueblo Pride Event                                                                                                   |  | \$ 750.00   |        | \$ 67,440.00  |
| 4/24/23 | Bessemer Historical Society DBA Steelworks Center for the West - Contribution to EPA's Environmental Justice Collaborative Problem-Solving (EJCPS) Grant |  | \$ 8,000.00 |        | \$ 59,440.00  |
| 4/24/23 | El Movimiento Sigue Cinco de Mayo                                                                                                                        |  | \$ 2,000.00 |        | \$ 57,440.00  |
| 5/8/23  | Caring for Colorado - Youth Action Council                                                                                                               |  | \$ 1,000.00 |        | \$ 56,440.00  |
| 5/8/23  | Pueblo Memorial Hall - Pueblo Has Talent 2023                                                                                                            |  | \$ 5,189.00 |        | \$ 51,251.00  |
| 5/22/23 | Ultimate Performance Sports Training & Rehab Youth Scholarships                                                                                          |  | \$ 2,000.00 |        | \$ 49,251.00  |
| 5/22/23 | Goodnight Barn Preservation, Inc. - Chuckwagon Rendezvous                                                                                                |  | \$ 5,000.00 |        | \$ 44,251.00  |
| 5/22/23 | Mariachi Juvenil Diamante workshop                                                                                                                       |  | \$ 1,500.00 |        | \$ 42,751.00  |
| 6/12/23 | Sangre de Cristo Arts Center Anniversary Gala                                                                                                            |  | \$ 1,500.00 |        | \$ 41,251.00  |
| 6/12/23 | Colorado State Fair Fiesta Committee - Noche de Fiesta                                                                                                   |  | \$ 300.00   |        | \$ 40,951.00  |
| 6/26/23 | Pueblo Friends of the Arkansas Summer Solstice                                                                                                           |  | \$ 250.00   |        | \$ 40,701.00  |
| 7/10/23 | Latino Veterans Profiles in Courage Awards                                                                                                               |  | \$ 1,500.00 |        | \$ 39,201.00  |
| 7/10/23 | PDI Dancing with the Pueblo Stars                                                                                                                        |  | \$ 1,000.00 |        | \$ 38,201.00  |
| 7/10/23 | Southeastern Colorado Heritage Center Indigenous People's Exhibit                                                                                        |  | \$ 6,000.00 |        | \$ 32,201.00  |
| 7/24/23 | Global Medical Response - Safety Jam                                                                                                                     |  | \$ 1,000.00 |        | \$ 31,201.00  |
| 8/14/23 | Pueblo Memorial Hall - The Time is Now Benefit by Mad Fresh                                                                                              |  | \$ -        |        | \$ 31,201.00  |
| 8/14/23 | Colorado State Fair Fiesta Committee - Fiesta Day Parade                                                                                                 |  | \$ 2,000.00 |        | \$ 29,201.00  |
| 8/14/23 | Pueblo Chile Hot Air Balloon Fest                                                                                                                        |  | \$ 2,500.00 |        | \$ 26,701.00  |
| 8/14/23 | Pueblo Police Activities League (PPAL) Roncalli Football Equip                                                                                           |  | \$ 1,000.00 |        | \$ 25,701.00  |
| 8/28/23 | Mad Fresh Productions Multicultural Festival                                                                                                             |  | \$ 1,500.00 |        | \$ 24,201.00  |
| 8/28/23 | Assistance League of Pueblo Holiday Fashion Preview                                                                                                      |  | \$ 1,000.00 |        | \$ 23,201.00  |
| 9/11/23 | Historic Pueblo, Inc Damon Days Event                                                                                                                    |  | \$ 1,000.00 |        | \$ 22,201.00  |
| 9/11/23 | Pueblo Choral Society Old Fashioned Christmas Concert                                                                                                    |  | \$ 6,000.00 |        | \$ 16,201.00  |
|         |                                                                                                                                                          |  |             |        | \$ 16,201.00  |
|         |                                                                                                                                                          |  |             |        | \$ 16,201.00  |
|         |                                                                                                                                                          |  |             |        | \$ 16,201.00  |
|         |                                                                                                                                                          |  |             |        | \$ 16,201.00  |
|         |                                                                                                                                                          |  |             |        | \$ 16,201.00  |
|         |                                                                                                                                                          |  |             |        | \$ 16,201.00  |



**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** September 11, 2023

**TO:** President Heather Graham and Members of City Council

**CC:** Mayor Nicholas A. Gradisar

**VIA:** Marisa Stoller, City Clerk

**FROM:** Larry Atencio, Councilor

**SUBJECT:** A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO PUEBLO FILM FEST LTD. IN THE AMOUNT OF \$1,000 TO SPONSOR THE PUEBLO FILM FEST IN APRIL 2024 AT THE SANGRE DE CRISTO ARTS & CONFERENCE CENTER

**SUMMARY:**

This request is to fund Pueblo Film Fest Ltd. in the amount of \$1,000 to sponsor the Pueblo Film Fest in April 2024 at the Sangre de Cristo Arts & Conference Center.

**PREVIOUS COUNCIL ACTION:**

None.

**BACKGROUND:**

Held in downtown Pueblo Colorado, Pueblo Film Fest Ltd. intends to pull the curtain back on the Pueblo art scene and celebrate the full potential of filmmakers from all over the planet who create amazing experiences through endless hours of determined grit and sheer love for storytelling. 2024 will be the inaugural year with events scheduled over three days to include a meet and greet, film screenings, and awards banquet.

**FINANCIAL IMPLICATIONS:**

Funds in the amount of \$1,000 would be paid from the Council Contingencies Account in the 2023 General Fund Budget to Pueblo Film Fest.

**BOARD/COMMISSION RECOMMENDATION:**

N/A

**STAKEHOLDER PROCESS:**

N/A

**ALTERNATIVES:**

City Council could choose not to authorize funding for this purpose.

**RECOMMENDATION:**

This Resolution is at the request of Council Member Larry Atencio.

**ATTACHMENTS:**

1. 2023 Contingencies (Council) Pueblo Film Fest Ltd

RESOLUTION NO. 15370

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO PUEBLO FILM FEST LTD. IN THE AMOUNT OF \$1,000 TO SPONSOR THE PUEBLO FILM FEST IN APRIL 2024 AT THE SANGRE DE CRISTO ARTS & CONFERENCE CENTER

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$1,000 from the Council Contingencies Account in the 2023 General Fund Budget is authorized to be paid to Pueblo Film Fest Ltd. to sponsor the Pueblo Film Fest in April 2024.

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 herein.

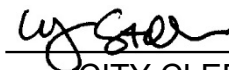
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: September 11, 2023

BY: Vicente Martinez Ortega  
MEMBER OF CITY COUNCIL

APPROVED:   
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK

| DATE    | BALANCE IN 2023 CONTINGENCIES ACCOUNT                                                                                                                    |  | DEBIT       | CREDIT | BALANCE       |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------|--------|---------------|
|         | Beginning Balance                                                                                                                                        |  |             |        | \$ 100,000.00 |
| 1/9/23  | Latino Chamber 44th Annual Dinner                                                                                                                        |  | \$ 2,000.00 |        | \$ 98,000.00  |
| 1/9/23  | Mount Carmel Veterans Service Center Salute to Heroes                                                                                                    |  | \$ 2,500.00 |        | \$ 95,500.00  |
| 1/23/23 | Steelworks Center for the West - CF&I Faces of Steel Event                                                                                               |  | \$ 1,000.00 |        | \$ 94,500.00  |
| 1/23/23 | PCC Foundation Hall of Fame Award Event                                                                                                                  |  | \$ 1,000.00 |        | \$ 93,500.00  |
| 1/23/23 | Catholic Charities Espiritu Dinner                                                                                                                       |  | \$ 1,500.00 |        | \$ 92,000.00  |
| 2/13/23 | Boys & Girls Club Champions of Youth Dinner                                                                                                              |  | \$ 1,600.00 |        | \$ 90,400.00  |
| 2/13/23 | Pueblo Police Department Awards Dinner                                                                                                                   |  | \$ 650.00   |        | \$ 89,750.00  |
| 2/27/23 | Southern Colorado Equality Alliance Spring Fling Banquet                                                                                                 |  | \$ 560.00   |        | \$ 89,190.00  |
| 2/27/23 | Pueblo Friends of the Arkansas Trout on the Route                                                                                                        |  | \$ 300.00   |        | \$ 88,890.00  |
| 2/27/23 | Pueblo Food Project Sun Soil Water Ag Summit                                                                                                             |  | \$ 2,000.00 |        | \$ 86,890.00  |
| 2/27/23 | The Place Community Block Party                                                                                                                          |  | \$ 1,000.00 |        | \$ 85,890.00  |
| 3/13/23 | Hip Hop Festival - Mad Fresh Productions                                                                                                                 |  | \$ 1,500.00 |        | \$ 84,390.00  |
| 3/13/23 | HARP Rollin' on the Riverwalk Event                                                                                                                      |  | \$ 9,000.00 |        | \$ 75,390.00  |
| 3/13/23 | Press Club Sheepdip Awards Dinner                                                                                                                        |  | \$ 1,000.00 |        | \$ 74,390.00  |
| 4/10/23 | County Courthouse Lighting Ceremony                                                                                                                      |  | \$ 500.00   |        | \$ 73,890.00  |
| 4/10/23 | Latino Chamber Tostada Event                                                                                                                             |  | \$ 2,000.00 |        | \$ 71,890.00  |
| 4/10/23 | Child Advocacy Center April Campaign                                                                                                                     |  | \$ 1,000.00 |        | \$ 70,890.00  |
| 4/10/23 | Soco Harm Reduction/GAPP for Gun Buyback Program                                                                                                         |  | \$ -        |        | \$ 70,890.00  |
| 4/10/23 | Downtown Association Levee Walk                                                                                                                          |  | \$ 700.00   |        | \$ 70,190.00  |
| 4/24/23 | SocoYogo/United Way Carnival                                                                                                                             |  | \$ 1,000.00 |        | \$ 69,190.00  |
| 4/24/23 | Pueblo Heritage Museum Slovenian Exhibit                                                                                                                 |  | \$ 1,000.00 |        | \$ 68,190.00  |
| 4/24/23 | Southern Colorado Equality Alliance Pueblo Pride Event                                                                                                   |  | \$ 750.00   |        | \$ 67,440.00  |
| 4/24/23 | Bessemer Historical Society DBA Steelworks Center for the West - Contribution to EPA's Environmental Justice Collaborative Problem-Solving (EJCPS) Grant |  | \$ 8,000.00 |        | \$ 59,440.00  |
| 4/24/23 | El Movimiento Sigue Cinco de Mayo                                                                                                                        |  | \$ 2,000.00 |        | \$ 57,440.00  |
| 5/8/23  | Caring for Colorado - Youth Action Council                                                                                                               |  | \$ 1,000.00 |        | \$ 56,440.00  |
| 5/8/23  | Pueblo Memorial Hall - Pueblo Has Talent 2023                                                                                                            |  | \$ 5,189.00 |        | \$ 51,251.00  |
| 5/22/23 | Ultimate Performance Sports Training & Rehab Youth Scholarships                                                                                          |  | \$ 2,000.00 |        | \$ 49,251.00  |
| 5/22/23 | Goodnight Barn Preservation, Inc. - Chuckwagon Rendezvous                                                                                                |  | \$ 5,000.00 |        | \$ 44,251.00  |
| 5/22/23 | Mariachi Juvenil Diamante workshop                                                                                                                       |  | \$ 1,500.00 |        | \$ 42,751.00  |
| 6/12/23 | Sangre de Cristo Arts Center Anniversary Gala                                                                                                            |  | \$ 1,500.00 |        | \$ 41,251.00  |
| 6/12/23 | Colorado State Fair Fiesta Committee - Noche de Fiesta                                                                                                   |  | \$ 300.00   |        | \$ 40,951.00  |
| 6/26/23 | Pueblo Friends of the Arkansas Summer Solstice                                                                                                           |  | \$ 250.00   |        | \$ 40,701.00  |
| 7/10/23 | Latino Veterans Profiles in Courage Awards                                                                                                               |  | \$ 1,500.00 |        | \$ 39,201.00  |
| 7/10/23 | PDI Dancing with the Pueblo Stars                                                                                                                        |  | \$ 1,000.00 |        | \$ 38,201.00  |
| 7/10/23 | Southeastern Colorado Heritage Center Indigenous People's Exhibit                                                                                        |  | \$ 6,000.00 |        | \$ 32,201.00  |
| 7/24/23 | Global Medical Response - Safety Jam                                                                                                                     |  | \$ 1,000.00 |        | \$ 31,201.00  |
| 8/14/23 | Pueblo Memorial Hall - The Time is Now Benefit by Mad Fresh                                                                                              |  | \$ -        |        | \$ 31,201.00  |
| 8/14/23 | Colorado State Fair Fiesta Committee - Fiesta Day Parade                                                                                                 |  | \$ 2,000.00 |        | \$ 29,201.00  |
| 8/14/23 | Pueblo Chile Hot Air Balloon Fest                                                                                                                        |  | \$ 2,500.00 |        | \$ 26,701.00  |
| 8/14/23 | Pueblo Police Activities League (PPAL) Roncalli Football Equip                                                                                           |  | \$ 1,000.00 |        | \$ 25,701.00  |
| 8/28/23 | Mad Fresh Productions Multicultural Festival                                                                                                             |  | \$ 1,500.00 |        | \$ 24,201.00  |
| 8/28/23 | Assistance League of Pueblo Holiday Fashion Preview                                                                                                      |  | \$ 1,000.00 |        | \$ 23,201.00  |
| 9/11/23 | Historic Pueblo, Inc Damon Days Event                                                                                                                    |  | \$ 1,000.00 |        | \$ 22,201.00  |
| 9/11/23 | Pueblo Choral Society Old Fashioned Christmas Concert                                                                                                    |  | \$ 6,000.00 |        | \$ 16,201.00  |
| 9/11/23 | Pueblo Film Fest Ltd                                                                                                                                     |  | \$ 1,000.00 |        | \$ 15,201.00  |
|         |                                                                                                                                                          |  |             |        | \$ 15,201.00  |
|         |                                                                                                                                                          |  |             |        | \$ 15,201.00  |
|         |                                                                                                                                                          |  |             |        | \$ 15,201.00  |
|         |                                                                                                                                                          |  |             |        | \$ 15,201.00  |
|         |                                                                                                                                                          |  |             |        | \$ 15,201.00  |



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** September 11, 2023

**TO:** President Heather Graham and Members of City Council

**CC:** Mayor Nicholas A. Gradisar

**VIA:** Marisa Stoller, City Clerk

**FROM:** Benjamin Valdez

**SUBJECT:** AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF OPERATING ARP GRANT MAY 19, 2023, RELATING TO AWARD NO. CO-2023-019-00 BETWEEN THE CITY OF PUEBLO AND THE UNITED STATES OF AMERICA, DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, IN THE AMOUNT OF \$297,737 BUDGETING AND APPROPRIATING \$297,737 INTO PROJECT PT2302

**SUMMARY:**

Attached is a Grant Agreement between the City of Pueblo and the Federal Transit Administration for FY2021 Section 5307 ARP Act Grant for \$297,737.00 allocation.

**PREVIOUS COUNCIL ACTION:**

No previous Council actions.

**BACKGROUND:**

This is a FY2021 Section 5307 ARP Act Grant for \$297,737.00 allocation. Per the ARP Act, the Grant provided is 100% Federal share. This Grant utilizes ARP Act funding to prevent, prepare for, and respond to COVID-19. The Grant Scope of Work includes the following projects:

\$35,000 – Computer Replacement  
\$262,737 – Capital, Operating, PM, & Paratransit Operating

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\$297,737 Total Grant

**FINANCIAL IMPLICATIONS:**

The anticipated total Project cost is \$297,737. The Federal share is 100% with no City match requirement.



**BOARD/COMMISSION RECOMMENDATION:**

Pueblo Transit Board recommends approval.

**STAKEHOLDER PROCESS:**

Not applicable.

**ALTERNATIVES:**

The alternative, should this Ordinance not pass, is for the City of Pueblo to not receive their 2021 ARP Act Grant Apportionment.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. Attachment to ARP Grant Ordinance

ORDINANCE NO. 10547

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF OPERATING ARP GRANT MAY 19, 2023, RELATING TO AWARD NO. CO-2023-019-00 BETWEEN THE CITY OF PUEBLO AND THE UNITED STATES OF AMERICA, DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, IN THE AMOUNT OF \$297,737 BUDGETING AND APPROPRIATING \$297,737 INTO PROJECT PT2302

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

SECTION 1.

The ARP Grant Agreement FTA Section 5307, dated May 19, 2023, relating to Award No. CO-2022-019-00 between the City of Pueblo and the United States of America, Department of Transportation, Federal Transit Administration, 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 and deliver the Grant 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.

Project Number PT2302 is hereby established, and with respect to the Grant Funds received under the Grant Agreement, \$297,737 is budgeted and appropriated into Project PT2302.

SECTION 4.

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 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 28, 2023.

Final adoption of Ordinance by City Council on September 11, 2023.

  
\_\_\_\_\_  
President of City Council

**Action by the Mayor:**

☒ Approved on September 18, 2023.

☐ Disapproved on \_\_\_\_\_ based on the following objections:

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\_\_\_\_\_  
Mayor

**Action by City Council After Disapproval by the Mayor:**

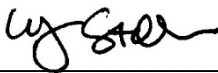
☐ Council did not act to override the Mayor's veto.

☐ 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

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT  
(FTA G-30)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(30), <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

**FTA AWARD**

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

**Recipient Information**

Recipient Name: CITY OF PUEBLO

Recipient ID: 1140

UEI: NJK3BNUDRHJ7

DUNS: 010620284

## **Award Information**

Federal Award Identification Number: CO-2023-019-00

Award Name: Pueblo Transit FFY21 ARP Section 5307 funds for Capital, Operating, PM, & Paratransit Operating

Award Start Date: 5/19/2023

Original Award End Date: 3/31/2024

Current Award End Date: 3/31/2024

Award Executive Summary: This is an FFY 2021 Section 5307 ARP funding application for Pueblo Transit in the amount of \$297,737 (this is the total remaining amount, \$307,724 was awarded in CO-2022-013-00), representing 100% federal share of the total eligible amount. This application utilizes ARP funding to prevent, prepare for, and respond to coronavirus. The application scope of work includes;

Capital purchase for computers for administrative use; fixed route operating assistance, including 1% for security; paratransit operating assistance; preventive maintenance (vehicle); and preventive maintenance (facility).

Pueblo Transit certifies that it, and its subrecipients and contractors that are providers of public transportation, have not furloughed any employees since March 27, 2020 (the enactment date of the CARES Act).

Pueblo Transit agrees that if it receives Federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a different Federal agency, or insurance proceeds for any portion of a project activity approved for FTA funding under this Grant Agreement, it will provide written notification to FTA, and reimburse FTA for any Federal share that duplicates funding provided by FEMA, another Federal agency, or an insurance company.

Per ARP, the projects in this application are not required to be programmed in the Long-Range Transportation Plan, Statewide Transportation Plan, or Statewide Transportation Improvement Program.

The following supporting documents are included in Application Details:

Program of Projects

STIP/TIP

ARP Governors Apportionment signed letter

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Pre-Award Authority: This award is not using Pre-Award Authority.

### **Award Budget**

Total Award Budget: \$297,737.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$297,737.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$0.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$297,737.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$0.00

### **Award Budget Control Totals**

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

| <b>Funding Source</b>                       | <b>Section of Statute</b> | <b>CFDA Number</b> | <b>Amount</b>    |
|---------------------------------------------|---------------------------|--------------------|------------------|
| 5307 - Urbanized Area Formula Grants (ARPA) | 5307-9                    | 20507              | \$297,737        |
| Local                                       |                           |                    | \$0              |
| Local/In-Kind                               |                           |                    | \$0              |
| State                                       |                           |                    | \$0              |
| State/In-Kind                               |                           |                    | \$0              |
| Other Federal                               |                           |                    | \$0              |
| Transportation Development Credit           |                           |                    | \$0              |
| Adjustment                                  |                           |                    | \$0              |
| <b>Total Eligible Cost</b>                  |                           |                    | <b>\$297,737</b> |

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

**U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:**

DOL Decision: DOL Concur - Certified

DOL Review Date: 5/19/2023

DOL Certification Date: 5/19/2023

**Special Conditions**

There are no special conditions.

**FINDINGS AND DETERMINATIONS**

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

**FTA AWARD OF THE GRANT AGREEMENT**

Awarded By:

David Beckhouse

Deputy Regional Administrator

FEDERAL TRANSIT ADMINISTRATION

U.S. DEPARTMENT OF TRANSPORTATION

Contact Info: david.beckhouse@dot.gov

Award Date: 5/19/2023

**EXECUTION OF THE GRANT AGREEMENT**

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
  - (a) Statements,
  - (b) Representations,
  - (c) Warranties,
  - (d) Covenants, and
  - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.



CITY OF PUEBLO

-

- By \_\_\_\_\_  
          Mayor

-

- ATTEST:

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\_\_\_\_\_  
          City Clerk

-

-



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** September 11, 2023

**TO:** President Heather Graham and Members of City Council

**CC:** Mayor Nicholas A. Gradisar

**VIA:** Marisa Stoller, City Clerk

**FROM:** Benjamin Valdez

**SUBJECT:** AN ORDINANCE CLOSING PROJECT PT2202 BONUS PAY AND MOVING REMAINING FUNDS \$25,506.80 INTO PROJECT PT2201 SHOP TRUCK REPLACEMENT TO PURCHASE A NEW MAINTENANCE VEHICLE

**SUMMARY:**

This Ordinance closes project PT2202 Bonus Pay and reappropriates the remaining funds into project PT2201 Shop Truck Replacement to purchase an additional maintenance vehicle

**PREVIOUS COUNCIL ACTION:**

None.

**BACKGROUND:**

In 2022, ARP Grant CO-2022-013-00 was budgeted and appropriated into projects PT 2201 \$75,000 Shop Truck Replacement, PT2202 \$102,724 Bonus Pay, and PT 2203 \$130,000 Bus Surveillance Equipment. . All projects have been completed with the remaining funds to be placed in PT 2201 for another maintenance vehicle procurement.

**FINANCIAL IMPLICATIONS:**

Pueblo Transit will be purchasing a new maintenance vehicle with the remaining grant funding.

**BOARD/COMMISSION RECOMMENDATION:**

Pueblo Transit Board recommends approval.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

Should this Ordinance not pass, Pueblo Transit would have to return the remaining funds.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. Attachment to Shop Truck Replacement Ord

ORDINANCE NO. 10548

AN ORDINANCE CLOSING PROJECT PT2202 BONUS PAY  
AND MOVING REMAINING FUNDS \$25,506.80 INTO PROJECT  
PT2201 SHOP TRUCK REPLACEMENT TO PURCHASE A NEW  
MAINTENANCE VEHICLE

WHEREAS, in 2022, the City received ARP Grant Funds for projects PT 2201 \$75,000 Shop Truck Replacement, PT2202 \$102,724 Bonus Pay, and PT 2203 \$130,000 Bus Surveillance equipment.

WHEREAS, the City has completed the projects and intends to expend the remaining funds on a maintenance vehicle; NOW, THEREFORE,

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

SECTION 1.

Remaining funds in project PT2202 Bonus Pay \$25,506.80 shall be budgeted and appropriated into Pueblo Transit Project PT2201 Shop Truck Replacement and will be used to purchase a maintenance vehicle.

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.

SECTION 3.

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

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on August 28, 2023.

Final adoption of Ordinance by City Council on September 11, 2023.

  
\_\_\_\_\_  
President of City Council

**Action by the Mayor:**

☒ Approved on September 18, 2023.

☐ Disapproved on \_\_\_\_\_ based on the following objections:

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\_\_\_\_\_  
Mayor

**Action by City Council After Disapproval by the Mayor:**

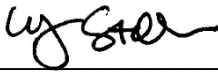
☐ Council did not act to override the Mayor's veto.

☐ 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

## Award - Budget Change History

|                                                   |                                                                                                    |
|---------------------------------------------------|----------------------------------------------------------------------------------------------------|
| <b>Federal Award Identification Number (FAIN)</b> | CO-2022-013-00                                                                                     |
| <b>Temporary Application Number</b>               | 1140-2022-1                                                                                        |
| <b>Award Name</b>                                 | ARP Section 5307 Pueblo Transit - Support Vehicle, Surveillance Equipment and Operating Assistance |
| <b>Award Status</b>                               | Active (Executed)                                                                                  |
| <b>Budget Revision Number</b>                     | 1                                                                                                  |

|                                                |           |               |
|------------------------------------------------|-----------|---------------|
| <b>Period of Performance Start Date</b>        | 4/26/2022 |               |
| <b>Original Period of Performance End Date</b> | 9/30/2023 |               |
| <b>Current Period of Performance End Date</b>  | 9/30/2023 | Revision #: 0 |

### Part 1: Recipient Information

**Name:** CITY OF PUEBLO

| Recipient ID | Recipient OST Type | Recipient Alias | UEI          | DUNS      |
|--------------|--------------------|-----------------|--------------|-----------|
| 1140         | City               | Pueblo, City of | NJK3BNUDRHJ7 | 010620284 |

| Location Type    | Address               | City   | State | Zip   |
|------------------|-----------------------|--------|-------|-------|
| Headquarters     | 1 CITY HALL PL        | PUEBLO | CO    | 81003 |
| Mailing Address  | DEPARTMENT OF FINANCE | PUEBLO | CO    | 81002 |
| Physical Address | 1 CITY HALL PL        | PUEBLO | CO    | 81003 |

### Part 2: Award Information

**Title:** ARP Section 5307 Pueblo Transit - Support Vehicle, Surveillance Equipment and Operating Assistance

| FAIN           | Award Status      | Award Type | Date Created | Last Updated Date | From TEAM? |
|----------------|-------------------|------------|--------------|-------------------|------------|
| CO-2022-013-00 | Active (Executed) | Grant      | 3/9/2022     | 4/26/2022         | No         |

### Part 3: Budget Revision Information

**Status**  
Approved

**Budget Revision Reason(s)**  
Modify FTA Funding Within Existing Scope

**Budget Revision Narrative**  
Pueblo Transit wants to modify the amount of funds within the existing scope and purchase and additional 2023 Shop vehicle. Pueblo Transit wants to transfer the Overage of funds obligated in budget line item 30.09.08 totaling \$25,506.80 into budget line item 11.42.11 and purchase another shop vehicle for the maintenance division.

### Award Budget Control Totals

| Funding Source                              | Award Amount | Difference | Current Revision Amount |
|---------------------------------------------|--------------|------------|-------------------------|
| 5307 - Urbanized Area Formula Grants (ARPA) | \$307,724    | \$0        | \$307,724               |

### Award Budget Summary: Award Amount to Current Revision

| Budget Item | Award FTA Amount | Cumulative Difference | Current Revision | Award Cumulative Non- | Cumulative Difference | Current Revision | Award Total | Cumulative Difference | Current Revision | Award Quantity |
|-------------|------------------|-----------------------|------------------|-----------------------|-----------------------|------------------|-------------|-----------------------|------------------|----------------|
|-------------|------------------|-----------------------|------------------|-----------------------|-----------------------|------------------|-------------|-----------------------|------------------|----------------|

|          |                                       |              |     | FTA<br>Amount | FTA<br>Cost |     | Non-FTA<br>Amount | Eligible<br>Cost |     | Total<br>Eligible<br>Cost |   |
|----------|---------------------------------------|--------------|-----|---------------|-------------|-----|-------------------|------------------|-----|---------------------------|---|
| 30.09.08 | Operating assistance                  | \$102,724.00 | \$0 | \$102,724.00  | \$0.00      | \$0 | \$0.00            | \$102,724.00     | \$0 | \$102,724.00              | 1 |
| 11.42.09 | Acquire security/surveillance cameras | \$130,000.00 | \$0 | \$130,000.00  | \$0.00      | \$0 | \$0.00            | \$130,000.00     | \$0 | \$130,000.00              | 1 |
| 11.42.11 | Acquire Service Truck                 | \$75,000.00  | \$0 | \$75,000.00   | \$0.00      | \$0 | \$0.00            | \$75,000.00      | \$0 | \$75,000.00               | 1 |

#### Award Budget Summary: Previous Revision to Current Revision

| Budget Item                                    | Previous FTA Amount | Difference | Current Revision FTA Amount | Previous Non-FTA Amount | Difference | Current Revision Non-FTA Amount | Previous Total Eligible Cost | Difference | Current Revision Total Eligible Cost | Previous Quantity |
|------------------------------------------------|---------------------|------------|-----------------------------|-------------------------|------------|---------------------------------|------------------------------|------------|--------------------------------------|-------------------|
| 30.09.08 Operating assistance                  | \$102,724.00        | \$0        | \$102,724.00                | \$0.00                  | \$0        | \$0.00                          | \$102,724.00                 | \$0        | \$102,724.00                         | 1                 |
| 11.42.09 Acquire security/surveillance cameras | \$130,000.00        | \$0        | \$130,000.00                | \$0.00                  | \$0        | \$0.00                          | \$130,000.00                 | \$0        | \$130,000.00                         | 1                 |
| 11.42.11 Acquire Service Truck                 | \$75,000.00         | \$0        | \$75,000.00                 | \$0.00                  | \$0        | \$0.00                          | \$75,000.00                  | \$0        | \$75,000.00                          | 1                 |

#### Award-Level Scope Changes

| Scope Code | Scope Name                        | Funding Source                              | FTA Amount - Award | Difference | FTA Amount - Current Revision | Cumulative Percent Change |
|------------|-----------------------------------|---------------------------------------------|--------------------|------------|-------------------------------|---------------------------|
| 114-00     | BUS: SUPPORT EQUIP AND FACILITIES | 5307 - Urbanized Area Formula Grants (ARPA) | \$205,000          | \$0        | \$205,000                     | 0.00%                     |
| 300-00     | OPERATING ASSISTANCE              | 5307 - Urbanized Area Formula Grants (ARPA) | \$102,724          | \$0        | \$102,724                     | 0.00%                     |

### Part 4: Project Information

|                                 |
|---------------------------------|
| <b>Project Title:</b> Project 1 |
|---------------------------------|

| Project Number    | Date Created | Start Date | End Date  |
|-------------------|--------------|------------|-----------|
| CO-2022-013-01-00 | 3/9/2022     | 1/1/2022   | 9/30/2023 |

#### Project Description

FFY21 ARPA 5307 funds are used to fund operating assistance for Pueblo Transit, and the purchase of a replacement support vehicle and replacement surveillance cameras, at a total FTA amount of \$307,724 using pre-award authority.

The federal share is 100%. Please see POP for the detailed information.

Operating activities qualify as a C-list categorical exclusion, C-4. Equipment purchases qualify as a C-list categorical exclusion, C-7.

#### Project Benefits

Maintain a state of good repair for Pueblo Transit fleet and camera system.

#### Additional Information

None provided.

#### Location Description

Pueblo is a city of 110,841 residents located in south central Colorado. Pueblo is the 8th largest city in the state and is the heart of the Pueblo Metropolitan Statistical Area (MSA) - the 6th largest in the state with a population of 168,424 (2019 US Census Bureau American Community Survey (ACS) 5-year Estimates). Pueblo Transit provides fixed route bus and paratransit services throughout a 55-square-mile service area in Pueblo, Colorado, and in the Salt Creek neighborhood in unincorporated Pueblo County.

#### Project Budget Control Totals

| Funding Source                              | Award Amount | Difference | Current Revision Amount |
|---------------------------------------------|--------------|------------|-------------------------|
| 5307 - Urbanized Area Formula Grants (ARPA) | \$307,724    | \$0        | \$307,724               |

#### Project Budget Summary: Award Amount to Current Revision

| Budget Item | Award FTA Amount | Cumulative Difference | Current Revision FTA Amount | Award Non-FTA Cost | Cumulative Difference | Current Revision Non-FTA Amount | Award Total Eligible Cost | Cumulative Difference | Current Revision Total Eligible Cost | Award Quantity |
|-------------|------------------|-----------------------|-----------------------------|--------------------|-----------------------|---------------------------------|---------------------------|-----------------------|--------------------------------------|----------------|
|-------------|------------------|-----------------------|-----------------------------|--------------------|-----------------------|---------------------------------|---------------------------|-----------------------|--------------------------------------|----------------|



|          |                                       |              |     |              |        |     |        |              |     |              |   |
|----------|---------------------------------------|--------------|-----|--------------|--------|-----|--------|--------------|-----|--------------|---|
| 30.09.08 | Operating assistance                  | \$102,724.00 | \$0 | \$102,724.00 | \$0.00 | \$0 | \$0.00 | \$102,724.00 | \$0 | \$102,724.00 | 1 |
| 11.42.09 | Acquire security/surveillance cameras | \$130,000.00 | \$0 | \$130,000.00 | \$0.00 | \$0 | \$0.00 | \$130,000.00 | \$0 | \$130,000.00 | 1 |
| 11.42.11 | Acquire Service Truck                 | \$75,000.00  | \$0 | \$75,000.00  | \$0.00 | \$0 | \$0.00 | \$75,000.00  | \$0 | \$75,000.00  | 1 |

**Project Budget Summary: Previous Revision to Current Revision**

| Budget Item                                    | Previous FTA Amount | Difference | Current Revision FTA Amount | Previous Non-FTA Amount | Difference | Current Revision Non-FTA Amount | Previous Total Eligible Cost | Difference | Current Revision Total Eligible Cost | Previous Quantity |
|------------------------------------------------|---------------------|------------|-----------------------------|-------------------------|------------|---------------------------------|------------------------------|------------|--------------------------------------|-------------------|
| 30.09.08 Operating assistance                  | \$102,724.00        | \$0        | \$102,724.00                | \$0.00                  | \$0        | \$0.00                          | \$102,724.00                 | \$0        | \$102,724.00                         | 1                 |
| 11.42.09 Acquire security/surveillance cameras | \$130,000.00        | \$0        | \$130,000.00                | \$0.00                  | \$0        | \$0.00                          | \$130,000.00                 | \$0        | \$130,000.00                         | 1                 |
| 11.42.11 Acquire Service Truck                 | \$75,000.00         | \$0        | \$75,000.00                 | \$0.00                  | \$0        | \$0.00                          | \$75,000.00                  | \$0        | \$75,000.00                          | 1                 |



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** September 11, 2023

**TO:** President Heather Graham and Members of City Council

**CC:** Mayor Nicholas A. Gradisar

**VIA:** Marisa Stoller, City Clerk

**FROM:** Nicholas Gradisar, Mayor

**SUBJECT:** AN ORDINANCE APPROVING AND AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND ROCKY MOUNTAIN S.E.R./JOBS FOR PROGRESS INC., REGARDING THE PUEBLO FOOD PROJECT'S RENTAL SPACE AND COLLABORATION AGREEMENT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

**SUMMARY:**

Attached is an Ordinance approving and authorizing a Memorandum of Understanding ("MOU") with Rocky Mountain S.E.R./Jobs for Progress, Inc. ("RMSER") for the short term rental of a room for the Pueblo Food Project.

**PREVIOUS COUNCIL ACTION:**

Not applicable to this Ordinance.

**BACKGROUND:**

The room to be rented, Room 114, is contained within the grounds of RMSER's Empowerment Center at 330 Lake Avenue, Pueblo, Colorado. It will be used as a working classroom and collaborative resource center for education, an office, storage space, and for other programmatic related needs of the Pueblo Food Project.

**FINANCIAL IMPLICATIONS:**

Under the attached MOU, the City would pay RMSER a flat rate of \$1,100 monthly.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

If this Ordinance is not approved, the Pueblo Food Project will need to find another location to host community educational programming.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. 082823 Pueblo Food Project MOU - Rental

ORDINANCE NO. 10549

AN ORDINANCE APPROVING AND AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND ROCKY MOUNTAIN S.E.R./JOBS FOR PROGRESS INC., REGARDING THE PUEBLO FOOD PROJECT'S RENTAL SPACE AND COLLABORATION AGREEMENT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo ("City") is desirous of obtaining a location for food systems educational programming; and

WHEREAS, Rocky Mountain S.E.R./Jobs for Progress, Inc. ("RMSER") shares the Pueblo Food Project's desire and mission of improving the delivery of community services and resources and wishes to maintain a collaborative relationship for responsive solutions to community needs; NOW, THEREFORE,

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

SECTION 1.

The Memorandum of Understanding ("MOU") between the City of Pueblo, a Colorado Municipal Corporation, and Rocky Mountain S.E.R./Jobs for Progress, 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 authorized to execute and deliver the aforesaid MOU 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.

Funds in an amount not to exceed \$1,100 monthly for a term of 12 months shall be paid from Project CI2216 – PFP Entrepreneur Start Up Program.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached MOU, which are necessary or appropriate to implement the transactions described therein.

**SECTION 5.**

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

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on August 28, 2023.

Final adoption of Ordinance by City Council on September 11, 2023.

  
\_\_\_\_\_  
President of City Council

**Action by the Mayor:**

☒ Approved on September 18, 2023.

☐ 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

This Memorandum of Understanding ("MOU") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023 ("Effective Date"), by and between **Rocky Mountain S.E.R./Jobs for Progress, Inc.**, hereinafter referred to as the "RMSEr", and the **City of Pueblo, a Municipal Corporation**, through the **Pueblo Food Project**, hereinafter referred to as "PFP", collectively the Parties.

### PURPOSE STATEMENT:

WHEREAS, RMSEr desires to continue its active role in community service and charitable community activities through the establishment of ongoing, collaborative relationships with community organizations like PFP to promote access to community services and resources for all Pueblo residents; and

WHEREAS, PFP shares RMSEr's desire and mission of improving the delivery of community services, resources and to maintain a collaborative relationship for responsive solutions to community needs;

WHEREAS, PFP has worked to address hunger, food insecurity and to strengthen its community's ability to fortify its own responses to food access issues;

WHEREAS, RMSEr desires to be a collaborative partner with PFP by improving existing services and creating of new solutions and opportunities for residents in Pueblo, Colorado (and surrounding counties).

NOW, THEREFORE, the Parties agree to the following:

INTENT: To establish a cooperative relationship and work together to provide human health and wellness services, projects, programming, and solutions for all families in Pueblo Colorado and surrounding areas, and to continue to collaborate on future projects and programs to positively impact and serve the greater good of all.

SCOPE OF SERVICES & PERFORMANCE: Parties further agree that:

#### RMSEr will:

- Provide a 1 year Rental of Room 114, contained within the grounds of RMSEr's Empowerment Center at 330 Lake Avenue, Pueblo, Colorado, for use as a working classroom and collaborative resource center for education, office, storage and other programmatic related needs of the Pueblo Food Project's Food Entrepreneurial Program.
  - The rental will be for Room 114 from September 1, 2023 through August 31, 2024. This will include 24 hour access for the Entrepreneurial Program/food system staff and

students for the purposes of group project work, meetings, and planning sessions.



The Rental Fee for 1 year use will be \$1,100.00 monthly, and shall be inclusive of all utilities, cam fees, and property taxes if applicable. This rental will also include 2 keys; 3 kitchen keys and 1 key to get access into the RMSER Empowerment Center at 330 Lake Avenue in Pueblo Colorado. The other key will be for access into room 114.

- Collaborate with PFP in creating future activities and opportunities to improve and empower social and community conditions for the City of Pueblo and its surrounding communities.
- Collaborate with PFP to offer opportunities for community engagement and training, as opportunities arise.
- Share responsibility in seeking out additional resources for the Pueblo community.

The Pueblo Food Project will:

- Rent Room 114 at RMSER's Empowerment Center located at 330 Lake Avenue for \$1,100 for a term from September 1, 2023 through August 31, 2024.
  - o Pueblo Food Project shall have the ability to use agreed upon premises (Room 114 and additional nights in Kitchen and Cafeteria) to further its organizational interests, including schooling, office, storage, and related uses with additional rental agreements.
  - o Pueblo Food Project, at its own expense, will comply promptly with all applicable statutes, ordinances, rules, regulations, orders, restrictions of record and requirements in effect during the Term or any part of the Term hereof that regulate the use of the Premises and that pertain to Pueblo Food Project's use of the Premises.
  - o Pueblo Food Project understands and agrees that the Premises is accepted in its current as-is, where-is condition with all faults and without representation or warranty by RMSER of any kind, including, the suitability thereof for PFP's intended use. No promises to construct, alter, remodel, or improve the Premises and no representations concerning the condition of the Premises have been made by RMSER to PFP other than as may be expressly stated in this MOU. Pueblo Food Project accepts possession of the Premises on the Possession Date in their then-current condition on an "AS IS, WHERE IS AND WITH ALL FAULTS" basis.
  - o Pueblo Food Project shall, at its sole cost and expense, keep and maintain in good order, condition, and repair all portions of the Premises utilized by PFP as part of this agreement, not required to be maintained by RMSER as provided below. PFP shall make, at PFP's expense, all necessary nonstructural minor repairs to the Premises if said repairs are required due to PFP's staff or guests. Minor repairs shall include such items as repairs of floors, walls, fixtures, doors, and other parts of the Premises damaged by PFP's staff or guests but shall not include normal wear and tear ("Minor Repairs"). Minor Repairs shall not include repairs to major mechanical systems, plumbing, heating and air conditioning units, windows, exterior walls or to the roof of the building.
  - o PFP shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance.
  - o If this agreement needs to be extended, it must be done in a signed writing by both parties prior to July 31, 2024.
- Collaborate with RMSER in creating future activities and opportunities to improve and empower social and community conditions for the City of Pueblo and its surrounding communities.
- Collaborate with RMSER to offer opportunities for community engagement and training, as opportunities arise.

- Share responsibility in seeking out additional resources for the Pueblo community.

#### JOINT EFFORTS:

- The Parties hereby agree to collaborate on maintaining open and ongoing communication, and each may maximize supportive efforts for the other, while utilizing resources to accomplish in unison, their respective Mission and Vision objectives.
- The Parties will problem solve together to determine how best to approach and provide community solutions. Together where applicable
- The Parties may post respective logos on website and co-market the efforts together with the written consent of the Parties.

NOTICES: Notices concerning this MOU shall be given to RMSER as follows:

Rocky Mountain S.E.R./Jobs for Progress, Inc.

Attn: Christopher Hall

3555 Pecos Street

Denver, CO 80211

Email: [Chall@rmser.org](mailto:Chall@rmser.org)

Notices concerning this MOU shall be given to PFP as follows:

Mayor's Office

Pueblo Food Project

1 City Hall Place

Pueblo, CO 81003

With a copy to:

Law Department

1 City Hall Place

Pueblo, CO 81003

MODIFICATION OF AGREEMENT: All modifications to this agreement shall be in writing and signed by both Parties.

TIME OF PERFORMANCE: The term of this MOU shall commence on the Effective Date and shall expire and terminate on August 31, 2024. This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, § 20 Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after 2023, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City.

NO THIRD-PARTY BENEFICIARIES; NO WAIVER OF IMMUNITIES: Nothing in this MOU is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S.

WAIVER OF BREACH: A waiver by any party to this MOU of the breach of any term or provision of this

MOU shall not operate or be construed as a waiver of any subsequent breach by either party.

**ELECTRONIC SIGNATURES:** This MOU and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of

which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as of the day and year above written.

SIGNATURES:

ROCKY MOUNTAIN S.E.R./Jobs for Progress, Inc.  
3555 Pecos Street  
Denver, CO 80211

By: \_\_\_\_\_  
Christopher W. Hall, CEO

CITY OF PUEBLO, a Municipal Corporation  
1 City Hall Place  
Pueblo, Colorado 81003

By: \_\_\_\_\_  
Nicholas A. Gradisar, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** September 11, 2023

**TO:** President Heather Graham and Members of City Council

**CC:** Mayor Nicholas A. Gradisar

**VIA:** Marisa Stoller, City Clerk

**FROM:** Barb Huber, Fire Chief

**SUBJECT:** AN ORDINANCE APPROVING AND ACCEPTING A DEPARTMENT OF HOMELAND SECURITY (DHS) GRANT NO. EMW-2022-FG-05244 AND APPLICABLE CONDITIONS PERTAINING THERETO, ESTABLISHING PROJECT NO. PS2313 FOR THE PURCHASE OF FOUR SCBA'S AND BUDGETING AND APPROPRIATING GRANT FUNDS IN THE AMOUNT OF \$37,080 FOR THE PURPOSES AUTHORIZED BY THE GRANT AGREEMENT

**SUMMARY:**

Attached is an agreement between the City of Pueblo and the United States Department of Homeland Security (DHS) concerning a grant in the award amount of \$37,080 to purchase four (4) self-contained breathing apparatus (SCBA) with harness/back packs, face piece and two (2) cylinders each.

**PREVIOUS COUNCIL ACTION:**

Not Applicable.

**BACKGROUND:**

The purpose of the Assistance to Firefighters Grant is to provide funding, in the amount of \$37,080, directly to the City of Pueblo Fire Department in order to purchase personal protection equipment (PPE).

**FINANCIAL IMPLICATIONS:**

Costs associated with this grant include the Finance Department staff time to review expenditures and to prepare and submit grant-required financial reporting.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable.

**STAKEHOLDER PROCESS:**

Not applicable.

**ALTERNATIVES:**

None.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. 2022 AFG NOFO
2. FEMA GRANT AWARD LETTER 082823

ORDINANCE NO. 10550

AN ORDINANCE APPROVING AND ACCEPTING A DEPARTMENT OF HOMELAND SECURITY (DHS) GRANT NO. EMW-2022-FG-05244 AND APPLICABLE CONDITIONS PERTAINING THERETO, ESTABLISHING PROJECT NO. PS2313 FOR THE PURCHASE OF FOUR SCBA'S AND BUDGETING AND APPROPRIATING GRANT FUNDS IN THE AMOUNT OF \$37,080 FOR THE PURPOSES AUTHORIZED BY THE GRANT AGREEMENT

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

WHEREAS, the United States Department of Homeland Security ("DHS") has tendered a DHS Grant Award No. EMW-2022-FG-05244 in the amount of \$37,080, upon conditions recited therein or incorporated therein by reference; and

WHEREAS, acceptance of the Award 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 DHS Grant Award No. EMW-2022-FG-05244 to the City of Pueblo in the amount of \$37,080. a true copy of which is attached hereto ("Award"), is hereby accepted in accordance with its terms and conditions and is approved. The Mayor is authorized to execute the Award acceptance in the name of and on behalf of the City.

SECTION 2.

Project No. PS2313 Assistance to Firefighters is hereby established. The total project amount of \$37,080 is hereby budgeted and appropriated to Project No. PS2313 for expenditure for the purposes authorized by the grant agreement.

SECTION 3.

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 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 28, 2023.

Final adoption of Ordinance by City Council on September 11, 2023.

  
\_\_\_\_\_  
President of City Council

**Action by the Mayor:**

☒ Approved on September 18, 2023.

☐ Disapproved on \_\_\_\_\_ based on the following objections:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
Mayor

**Action by City Council After Disapproval by the Mayor:**

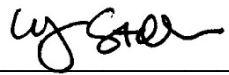
☐ Council did not act to override the Mayor's veto.

☐ 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

**The Department of Homeland Security**  
**Notice of Funding Opportunity**  
**Fiscal Year 2022 Assistance to Firefighters Grant Program**

Effective April 4, 2022, the Federal Government transitioned from using the Data Universal Numbering System or DUNS number, to a new, non-proprietary identifier known as a Unique Entity Identifier or UEI. For entities that had an active registration in the System for Award Management (SAM) prior to this date, the UEI has automatically been assigned and no action is necessary. For all entities filing a new registration in SAM.gov after April 4, 2022, the UEI will be assigned to that entity as part of the SAM.gov registration process.

UEI registration information is available on GSA.gov at [Unique Entity Identifier Update | GSA](#).

Grants.gov registration information can be found at:

<https://www.grants.gov/web/grants/register.html>. Detailed information regarding UEI and SAM is also provided in [Section D](#) of this NOFO.

## Table of Contents

|     |                                                          |    |
|-----|----------------------------------------------------------|----|
| A.  | Program Description.....                                 | 3  |
| 1.  | Issued By.....                                           | 3  |
| 2.  | Assistance Listings Number .....                         | 3  |
| 3.  | Assistance Listings Title .....                          | 3  |
| 4.  | Funding Opportunity Title .....                          | 3  |
| 5.  | Funding Opportunity Number.....                          | 3  |
| 6.  | Authorizing Authority for Program .....                  | 3  |
| 7.  | Appropriation Authority for Program.....                 | 3  |
| 8.  | Announcement Type.....                                   | 3  |
| 9.  | Program Category .....                                   | 3  |
| 10. | Program Overview, Objectives, and Priorities .....       | 3  |
| 11. | Performance Measures .....                               | 4  |
| B.  | Federal Award Information .....                          | 5  |
| 1.  | Available Funding for the NOFO: \$324 million.....       | 5  |
| 2.  | Projected Number of Awards: 2,000 .....                  | 5  |
| 3.  | Period of Performance: 24 months .....                   | 5  |
| 4.  | Projected Period of Performance Start Date(s): N/A ..... | 6  |
| 5.  | Projected Period of Performance End Date(s): N/A .....   | 6  |
| 6.  | Funding Instrument Type: Grant .....                     | 6  |
| C.  | Eligibility Information.....                             | 6  |
| 1.  | Eligible Applicants.....                                 | 6  |
| 2.  | Applicant Eligibility Criteria .....                     | 7  |
| 3.  | Other Eligibility Criteria .....                         | 7  |
| 4.  | Maintenance of Effort (MOE) .....                        | 8  |
| 5.  | Cost Share or Match.....                                 | 8  |
| D.  | Application and Submission Information.....              | 9  |
| 1.  | Key Dates and Times .....                                | 9  |
| 2.  | Agreeing to Terms and Conditions of the Award.....       | 10 |

|     |                                                                                                                                         |    |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------|----|
| 3.  | Address to Request Application Package .....                                                                                            | 10 |
| 4.  | Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application ..... | 11 |
| 5.  | Electronic Delivery .....                                                                                                               | 12 |
| 6.  | How to Register to Apply .....                                                                                                          | 12 |
| 7.  | Submitting the Final Application.....                                                                                                   | 14 |
| 8.  | Timely Receipt Requirements and Proof of Timely Submission .....                                                                        | 14 |
| 9.  | Content and Form of Application Submission.....                                                                                         | 14 |
| 10. | Funding Restrictions and Allowable Costs.....                                                                                           | 16 |
| E.  | Application Review Information.....                                                                                                     | 20 |
| 1.  | Application Evaluation Criteria .....                                                                                                   | 20 |
| 2.  | Review and Selection Process .....                                                                                                      | 21 |
| F.  | Federal Award Administration Information.....                                                                                           | 24 |
| 1.  | Notice of Award.....                                                                                                                    | 24 |
| 2.  | Difference between Application Request and Award.....                                                                                   | 24 |
| 3.  | Turndown Notifications .....                                                                                                            | 24 |
| 4.  | Administrative and National Policy Requirements.....                                                                                    | 24 |
| 5.  | Reporting.....                                                                                                                          | 27 |
| 6.  | Monitoring and Oversight.....                                                                                                           | 30 |
| G.  | DHS Awarding Agency Contact Information .....                                                                                           | 31 |
| 1.  | Contact and Resource Information .....                                                                                                  | 31 |
| 2.  | Systems Information .....                                                                                                               | 32 |
| H.  | Additional Information.....                                                                                                             | 32 |
| 1.  | FEMA Financial Assistance Programs for Infrastructure.....                                                                              | 32 |
| 2.  | Termination Provisions.....                                                                                                             | 34 |
| 3.  | Program Evaluation .....                                                                                                                | 35 |
| 4.  | Period of Performance Extensions.....                                                                                                   | 35 |
| 5.  | Disability Integration .....                                                                                                            | 36 |
| 6.  | Conflicts of Interest in the Administration of Federal Awards or Subawards.....                                                         | 37 |
| 7.  | Procurement Integrity .....                                                                                                             | 38 |
| 8.  | Record Retention .....                                                                                                                  | 42 |
| 9.  | Actions to Address Noncompliance.....                                                                                                   | 43 |
| 10. | Audits.....                                                                                                                             | 44 |
| 11. | Payment Information .....                                                                                                               | 46 |
| 12. | Whole Community Preparedness.....                                                                                                       | 46 |
| 13. | Appendix A – FY 2022 AFG Program Updates.....                                                                                           | 47 |
| 14. | Appendix B – Programmatic Information and Priorities .....                                                                              | 49 |
| 15. | Appendix C – Award Administration Information .....                                                                                     | 79 |

## **A. Program Description**

### **1. Issued By**

U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)

### **2. Assistance Listings Number**

97.044

### **3. Assistance Listings Title**

Assistance to Firefighters Grant (AFG)

### **4. Funding Opportunity Title**

Fiscal Year 2022 Assistance to Firefighters Grant (AFG)

### **5. Funding Opportunity Number**

DHS-22-GPD-044-00-98

### **6. Authorizing Authority for Program**

Section 33 of the *Federal Fire Prevention and Control Act of 1974*, Pub. L. No. 93-498, as amended (15 U.S.C § 2229)

### **7. Appropriation Authority for Program**

Title III, Division F of the *Department of Homeland Security Appropriations Act, 2022* (Pub. L. No. 117-103)

### **8. Announcement Type**

Initial

### **9. Program Category**

Preparedness: Fire and Life Safety

## **10. Program Overview, Objectives, and Priorities**

### **a. Overview**

The Fiscal Year (FY) 2022 Assistance to Firefighters Grant (AFG) Program is one of three grant programs that constitute the Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA's) focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards. The AFG Program provides financial assistance directly to eligible fire departments, nonaffiliated emergency medical service (EMS) organizations, and State Fire Training Academies (SFTAs) for critical training and equipment. The AFG Program has awarded approximately \$8.1 billion in grant funding to provide critically needed resources that equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience. Since FY 2018, the AFG Program has awarded more than 600 fire apparatuses, 102,000 personal protective equipment items, and 124,000 other fire equipment to over 3,800 unique recipients. During the same period, the AFG Program awarded 588 recipients approximately \$90 million to modify department facilities or implement wellness and fitness

priorities to protect firefighter health. Information about success stories for this program can be found at [Assistance to Firefighters Grants Program | FEMA.gov](#).

The AFG Program represents part of a comprehensive set of measures authorized by Congress and implemented by DHS. Among the five basic homeland security missions noted in the [DHS Strategic Plan for Fiscal Years 2020-2024](#), the AFG Program supports the goal to Strengthen Preparedness and Resilience. In awarding grants, the FEMA Administrator is required to consider:

- The findings and recommendations of the Technical Evaluation Panel (TEP);
- The degree to which an award will reduce deaths, injuries and property damage by reducing the risks associated with fire related and other hazards;
- The extent of an applicant's need for an AFG Program grant and the need to protect the United States as a whole; and
- The number of calls requesting or requiring a firefighting or emergency medical response received by an applicant.

The [2022-2026 FEMA Strategic Plan](#) creates a shared vision for the field of emergency management and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. The AFG Program directly supports Goal 3 to Promote and Sustain a Ready FEMA and Prepared Nation. We invite all our stakeholders and partners to join us in building a more prepared and resilient nation.

In 2021, the National Fire Protection Association (NFPA) published a needs assessment survey, highlighting challenges that departments across the nation faced with a lack of equipment, training, and health programs. The results revealed nearly two-thirds of departments have firefighters wearing personal protective clothing that is 10 years old or older; 21% of department personnel who perform emergency medical services have no certifications; 72% of fire departments do not have programs to maintain basic firefighter fitness and health; and nearly three-quarters (73%) of all fire departments in the U.S. do not have a behavioral health program. The needs assessment underscores the widespread lack of equipment, training, and health programs required for the life and safety of emergency personnel. The AFG Program seeks to meet those needs and bring such entities into compliance with industry standards.

#### **b. Objectives**

The objectives of the AFG Program are to provide critically needed resources that equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience.

#### **c. Priorities**

Information on program priorities and objectives for the FY 2022 AFG Program can be found in [Appendix B – Programmatic Information and Priorities](#).

### **11. Performance Measures**

The grant recipient is required to collect data to allow FEMA to measure performance of the

awarded grant in supporting AFG Program metrics, which are tied to the programmatic objectives and priorities. To measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient must submit sufficient information to demonstrate it has met the performance goal as stated in its award. FEMA will measure the recipient's performance of the grant by comparing the number of items, supplies, projects and activities needed and requested in its application with the number acquired and delivered by the end of the period of performance using the following programmatic metrics:

- Percentage of AFG Program personal protective equipment (PPE) recipients who equipped 100% of on-duty active members with PPE in compliance with applicable NFPA and Occupational Safety and Health Administration (OSHA) standards.
- Percentage of AFG Program equipment recipients who reported that the grant award brought them into compliance with either state, local, NFPA or OSHA standards.
- Percentage of AFG Program grant recipients who reported having successfully replaced their fire vehicles in accordance with industry standards.
- Percentage of AFG Program training recipients who reported that the grant award allows their members to achieve firefighter training level I and firefighter training level II within one year of coming into service.
- Percentage of AFG Program wellness and fitness recipients who reported that the grant award allows their members to achieve minimum physical and/or mental operational readiness requirements through tailored health-related fitness programs.
- Percentage of AFG Program grant recipients for modifications to facilities projects who reported that the grant award brought them into compliance with either state, local, NFPA, or OSHA standards on housing and readiness posture.

## **B. Federal Award Information**

- |                                    |                                  |
|------------------------------------|----------------------------------|
| 1. Available Funding for the NOFO: | <b>\$324 million<sup>1</sup></b> |
| 2. Projected Number of Awards:     | <b>2,000</b>                     |
| 3. Period of Performance:          | <b>24 months</b>                 |

While all recipients are expected to complete the awarded activities within the period of performance specified in the award package, extensions to the period of performance are allowed. For additional information on period of performance extensions, please refer to [Section H](#).

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<sup>1</sup> Note that this figure differs from the total amount appropriated under the *Title III, Division F of Department of Homeland Security Appropriations Act, 2022*, Pub. L. No. 117-103. In this FY 2022 AFG Program NOFO, percentages of “available grant funds” refers to the total amount appropriated—\$360,000,000—by Pub. L. No. 117-103 to meet the statutory requirements of § 33 of the *Federal Fire Prevention and Control Act of 1974*, as amended (codified at 15 U.S.C. § 2229). A portion of these “available grant funds” will be allocated to the Fire Prevention and Safety (FP&S) Program, which will have a separate NOFO and application period. \$36,000,000 will be allocated to FP&S for FY 2022.

FEMA awards under most programs, including this program, only include one budget period, so it will be the same as the period of performance. *See* 2 C.F.R. § 200.1 for definitions of “budget period” and “period of performance.”

4. Projected Period of Performance Start Date(s): N/A<sup>2</sup>
5. Projected Period of Performance End Date(s): N/A
6. Funding Instrument Type: Grant

## C. Eligibility Information

### 1. Eligible Applicants

- **Fire Departments:** Fire departments operating in any of the 50 states, as well as fire departments in the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico,<sup>3</sup> or any federally recognized Indian tribe or tribal organization. A fire department is an agency or organization having a formally recognized arrangement with a state, local, tribal or territorial authority (city, county, parish, fire district, township, town or other governing body) to provide fire suppression to a population within a geographically fixed primary first due response area.
- **Nonaffiliated EMS organizations:** Nonaffiliated EMS organizations operating in any of the 50 states, as well as the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico,<sup>2</sup> or any federally recognized Indian tribe or tribal organization. A nonaffiliated EMS organization is an agency or organization that is a public or private nonprofit emergency medical service entity providing medical transport that is not affiliated with a hospital and does not serve a geographic area in which emergency medical services are adequately provided by a fire department. FEMA considers the following as hospitals under the AFG Program:
  - Clinics;
  - Medical centers;
  - Medical college or university;
  - Infirmary;
  - Surgery centers; and
  - Any other institution, association, or foundation providing medical, surgical or psychiatric care and/or treatment for the sick or injured.

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<sup>2</sup> FEMA funds AFG Program awards on a rolling basis; as such, the date the FEMA Assistant Administrator for the Grant Programs Directorate signs the obligating document dictates the unique Period of Performance start and end dates for each award.

<sup>3</sup> The District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico are all defined as “States” in the Federal Fire Prevention and Control Act of 1974. *See* 15 U.S.C. § 2203(10).



- ***State Fire Training Academies:*** An SFTA operates in any of the 50 states, as well as the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico.<sup>3</sup> Applicants must be designated either by legislation or by a Governor's declaration as the sole fire service training agency within a state, territory, or the District of Columbia. The designated SFTA shall be the only agency, bureau, division or entity within that state, territory, or the District of Columbia, to be an eligible SFTA applicant under the AFG Program.
- ***Non-federal airport and/or port authority fire or EMS organizations*** are eligible only if they have a formally recognized arrangement with the local jurisdiction to provide fire suppression or emergency medical services on a first-due basis outside the confines of the airport or port facilities. Airport or port authority fire and EMS organizations whose sole responsibility is suppression of fires or EMS response on the airport grounds or port facilities are not eligible for funding under the AFG Program.

An application submitted by an otherwise eligible non-federal entity (i.e., the applicant) may be deemed ineligible when the person that submitted the application is not: ***1) a current employee, personnel, official, staff or leadership of the non-federal entity; and 2) duly authorized to apply for an award on behalf of the non-federal entity at the time of application.***

Further, the Authorized Organization Representative (AOR) must be a duly authorized current employee, personnel, official, staff or leadership of the recipient and ***provide an email address unique to the recipient at the time of application and upon any change in assignment during the period of performance. Consultants or contractors of the recipient are not permitted to be the AOR of the recipient.***

## 2. Applicant Eligibility Criteria

The FY 2022 AFG Program has three activities:

- Operations and Safety;
- Vehicle Acquisition; and
- Regional Projects.

Each activity has its own eligibility requirements. These requirements are outlined in [Appendix B](#)– Programmatic Information and Priorities.

## 3. Other Eligibility Criteria

### a. *National Fire Incident Reporting System (NFIRS)*

Although NFIRS reporting is not a requirement to apply for AFG Program funding, fire departments that receive funding under this program must agree to provide information to the NFIRS for the period of performance covered by the assistance. If a recipient does not currently participate in the incident reporting system and does not have the capacity to report at the time of the award, that recipient must agree to provide information to the system for a 12-month period commencing as soon as possible after they develop the capacity to report. Capacity to report to NFIRS must be established prior to the end of the 24-month

performance period. The recipient may be asked by FEMA to provide proof of compliance in reporting to NFIRS. Any recipient that stops reporting to NFIRS during their grant's period of performance may be subject to the remedies for noncompliance at 2 C.F.R. § 200.339, unless it has yet to develop the capacity to report to NFIRS, as described above. There is no NFIRS reporting requirement for nonaffiliated EMS organizations or SFTAs.

**Note:** Although data collection is an important tool for understanding and justifying assistance, participation in other data sources (e.g., National Fire Operations Reporting System [NFORS]) does not satisfy the requirement for reporting to NFIRS.

**b. *National Incident Management System (NIMS)***

AFG Program applicants are not required to comply with NIMS to apply for AFG Program funding or to receive an AFG Program award. However, any applicant who receives an FY 2022 AFG Program award must achieve the level of [NIMS compliance](#) required by the Authority Having Jurisdiction (AHJ) over the applicant's emergency service operations (e.g., a local government) prior to the end of the grant's period of performance.

**4. Maintenance of Effort (MOE)**

Pursuant to 15 U.S.C. § 2229(k)(3), an applicant seeking an AFG Program grant shall agree to maintain, during the term of the grant, the applicant's aggregate expenditures relating to activities allowable under this NOFO, at not less than 80% of the average amount of such expenditures in the two fiscal years prior to the fiscal year an AFG Program grant is awarded. In other words, an applicant agrees that if it receives a grant award, the applicant will keep its overall expenditures during the award's period of performance is at least 80% or more of the average of what the applicant spent on such costs for those activities in fiscal years 2020 and 2021. This includes those funded with non-federal funding for activities that could be allowable costs under this NOFO at a level that at least 80% or more of the average of what the applicant spent on such costs for those activities in fiscal years 2020 and 2021.

**5. Cost Share or Match**

Recipient cost sharing is generally required as described below and pursuant to 15 U.S.C. § 2229(k)(1). In general, eligible applicants shall agree to make available non-federal funds to carry out an AFG Program award in an amount equal to not less than 15% of the federal funds awarded. Exceptions to this general requirement apply to entities serving smaller communities as follows:

- When serving a jurisdiction of 20,000 residents or fewer, the applicant shall agree to make available non-federal funds in an amount equal to not less than 5% of the grant awarded;
- When serving a jurisdiction of more than 20,000 residents but not more than 1 million residents, the applicant shall agree to make available non-federal funds in an amount equal to not less than 10% of the grant awarded;
- When serving a jurisdiction of more than 1 million residents, the applicant shall agree to make available non-federal funds in an amount equal to not less than 15% of the grant awarded.

The cost share for SFTAs will apply the requirements above based on the total population of

the state. The cost share for a Regional application will apply the requirements above based on the aggregate population of the primary first due response areas of the host and participating partner organizations that execute a Memorandum of Understanding (MOU) as described in [Appendix B: Regional Applications](#).

FEMA has developed a cost share calculator tool to assist applicants with determining their cost share. The cost share tool is available at:

<https://www.fema.gov/grants/preparedness/firefighters/assistance-grants>.

### Types of Cost Share

- i. **Cash (Hard Match):** Cost share of non-federal cash is the only allowable recipient contribution for AFG Program activity (Vehicle Acquisition, Operations and Safety, and Regional).
- ii. **Trade-In Allowance/Credit:** On a case-by-case basis, FEMA may allow recipients already owning assets acquired with non-federal cash to use the trade-in allowance/credit value of those assets as cash for the purpose of meeting their cost share obligation. For FEMA to consider a trade-in allowance/credit value as cash, the allowance amount must be reasonable, and the allowance amount must be a separate entry clearly identified in the acquisition documents.
- iii. **In-kind (Soft Match):** In-kind cost share is not allowable for the AFG Program.

The award budget will not account for any voluntary committed cost sharing or overmatch. The use of an overmatch is not given additional consideration when scoring applications.

### Economic Hardship Waivers

The FEMA Administrator may waive or reduce recipient cost share or Maintenance of Effort (MOE) requirements in cases of demonstrated economic hardship. Please see [Appendix C – Award Administration Information](#) for additional information.

## D. Application and Submission Information

### 1. Key Dates and Times

- |                                            |                            |
|--------------------------------------------|----------------------------|
| a. <b>Application Start Date:</b>          | 01/09/2023 at 8:00 a.m. ET |
| b. <b>Application Submission Deadline:</b> | 02/10/2023 at 5:00 p.m. ET |

All applications **must** be received by the established deadline.

FEMA's Grants Outcomes System (FEMA GO) automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the Authorized Organization Representative (AOR) role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled "Timely Receipt Requirements and Proof of Timely Submission" in [Section D.9](#) of this NOFO.

**FEMA will not review applications that are received after the deadline or consider these late applications for funding.** FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant's control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

**Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline.** Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. "Timely notification" of FEMA means the following: prior to the application deadline and within 48 hours after the applicant became aware of the issue.

A list of FEMA contacts can be found in [Section G](#) of this NOFO, "DHS Awarding Agency Contact Information." For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at [femago@fema.dhs.gov](mailto:femago@fema.dhs.gov) or (877) 611-4700, Monday through Friday, 8 a.m.– 6 p.m. Eastern Time (ET). For programmatic or grants management questions, please contact your Program Analyst or Grants Management Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact the AFG Program Helpdesk at 866-274-0960 or by e-mail at [FireGrants@fema.dhs.gov](mailto:FireGrants@fema.dhs.gov). The AFG Program Helpdesk is open Monday through Friday, 8 a.m. – 4:30 p.m. ET.

- c. **Anticipated Funding Selection Date:** No later than April 30, 2023
- d. **Anticipated Award Date:** Beginning on approximately April 30, 2023 and continuing thereafter until all FY 2022 AFG Program grant awards are issued (but no later than September 30, 2023).
- e. **Other Key Dates**

| Event                                                  | Suggested Deadline for Completion            |
|--------------------------------------------------------|----------------------------------------------|
| Obtaining Unique Entity Identifier (UEI) number        | Four weeks before actual submission deadline |
| Obtaining a valid Employer Identification Number (EIN) | Four weeks before actual submission deadline |
| Creating an account with login.gov                     | Four weeks before actual submission deadline |
| Registering in SAM or updating SAM registration        | Four weeks before actual submission deadline |
| Registering Organization in FEMA GO                    | Prior to beginning application               |
| Submitting complete application in FEMA GO             | One week before actual submission deadline   |

## 2. Agreeing to Terms and Conditions of the Award

By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

## 3. Address to Request Application Package

Applications are processed through the FEMA GO system. To access the system, go to <https://go.fema.gov/>.

**Note:** Hard copies of the application are not available. However, the Telephone Device for the Deaf (TDD) and/or Federal Information Relay Service (FIRS) number available for this Notice is (800) 462-7585.

#### **4. Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application**

Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines.

Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

To apply for an award under this program, all applicants must:

- a. Apply for, update, or verify their Unique Entity Identifier (UEI) number and Employer Identification Number (EIN) from the Internal Revenue Service;
- b. In the application, provide an UEI number;
- c. Have an account with [login.gov](https://login.gov);
- d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
- e. Register in FEMA GO, add the organization to the system, and establish the Authorized Organizational Representative (AOR). The organization's electronic business point of contact (eBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see <https://www.fema.gov/media-library/assets/documents/181607>;
- f. Submit the complete application in FEMA GO; and
- g. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(iii), if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration prior to

receiving a federal award, the applicant must notify FEMA as soon as possible by contacting [FireGrants@fema.dhs.gov](mailto:FireGrants@fema.dhs.gov) and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain an UEI number, if applicable, and complete SAM registration within 30 days of the federal award date.

## 5. Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity. **For this funding opportunity, FEMA requires applicants to submit applications through FEMA GO.**

## 6. How to Register to Apply

### a. *General Instructions:*

Registering and applying for an award under this program is a multi-step process and requires time to complete. Read the instructions below about registering to apply for FEMA funds. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

**The registration process can take up to four weeks to complete.** To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have an UEI number, an EIN, an active System for Award Management (SAM) registration and FEMA GO account to apply for grants.

### b. *Obtain an UEI Number:*

All entities applying for funding, including renewal funding, must have a UEI number. Applicants must enter the UEI number in the applicable data entry field on the SF-424 form.

For more detailed instructions for obtaining a UEI number, refer to [Sam.gov](https://sam.gov).

### c. *Obtain Employer Identification Number*

All entities applying for funding must provide an Employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting <https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online>.

### d. *Create a login.gov account:*

Applicants must have a login.gov account to register with SAM or update their SAM registration. Applicants can create a login.gov account here: [https://secure.login.gov/sign\\_up/enter\\_email?request\\_id=34f19fa8-14a2-438c-8323-a62b99571fd3](https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd3).



Applicants only have to create a login.gov account once. For applicants that are existing SAM users, use the same email address for the login.gov account as with SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to <https://www.sam.gov/SAM/pages/public/loginFAQ.jsf>.

**e. *Register with SAM:***

All organizations applying online through Grants.gov must register with SAM. Failure to register with SAM will prevent your organization from applying through Grants.gov. SAM registration must be renewed annually and must remain active throughout the entire grant life cycle.

For more detailed instructions for registering with SAM, refer to <https://www.grants.gov/web/grants/applicants/organization-registration/step-2-register-with-sam.html>.

Note: As a new requirement per 2 C.F.R. § 25.200, applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the past three years, if applicable.

**I. ADDITIONAL SAM REMINDERS**

Existing SAM.gov account holders should check their account to make sure it is "ACTIVE." SAM registration should be completed at the very beginning of the application period and should be renewed annually to avoid being "INACTIVE." **Please allow plenty of time before the grant application submission deadline to obtain a UEI number and then to register in SAM. It may be four weeks or more after an applicant submits the SAM registration before the registration is active in SAM, and then it may be an additional 24 hours before FEMA's system recognizes the information.**

It is imperative that the information applicants provide is correct and current. Please ensure that your organization's name, address, and EIN are up to date in SAM and that the UEI number used in SAM is the same one used to apply for all other FEMA awards. Payment under any FEMA award is contingent on the recipient's having a current SAM registration.

**II. HELP WITH SAM**

The SAM quick start guide for new recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those registering with SAM. If applicants have questions or concerns about a SAM registration, please contact the Federal Support Desk at <https://www.fsd.gov/fsd-gov/home.do> or call toll free (866) 606-8220 Monday through Friday, 8 AM - 8 PM ET.

**f. *Register in FEMA GO, Add the Organization to the System, and Establish the AOR:***

Applicants must register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (eBiz POC) from the SAM registration



may need to be involved in this step. For step-by-step instructions, see <https://www.fema.gov/media-library/assets/documents/181607>.

Note: FEMA GO will support only the most recent major release of the following browsers:

- Google Chrome
- Internet Explorer
- Mozilla Firefox
- Apple Safari
- Microsoft Edge

Users who attempt to use tablet type devices or other browsers may encounter issues with using FEMA GO.

## 7. Submitting the Final Application

Applicants will be prompted to submit the standard application information and any program-specific information required as described in [Section D.9](#) of this NOFO “Content and Form of Application Submission.” The Standard Forms (SF) may be accessed in the Forms tab under the [SF-424 family on Grants.gov](#). Applicants should review these forms before applying to ensure they have all the information required.

After submitting the final application, FEMA GO will provide either an error message or a successfully received transmission in the form of an email sent to the AOR that submitted the application. Applicants using slow internet connections, such as dial-up connections, should be aware that transmission can take some time before FEMA GO receives your application.

For additional application submission requirements, including program-specific requirements, please refer to the subsection titled “Content and Form of Application Submission” under [Section D.9](#) of this NOFO.

## 8. Timely Receipt Requirements and Proof of Timely Submission

All applications must be completed in FEMA GO by the application deadline. FEMA GO automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the Authorized Organization Representative (AOR) role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission on the date and time that FEMA GO received the application.

**Applicants who experience system-related issues will be addressed until 3:00 PM ET on the date applications are due.** No new system-related issues will be addressed after this deadline. Applications not received by the application submission deadline will not be accepted.

## 9. Content and Form of Application Submission

### a. *Standard Required Application Forms and Information*

The following forms or information are required to be submitted via FEMA GO. The Standard Forms (SF) are also available at <https://www.grants.gov/web/grants/forms/sf-424-family.html>.

- **SF-424, Application for Federal Assistance**
- **Grants.gov Lobbying Form, Certification Regarding Lobbying**
- **SF-424A, Budget Information (Non-Construction)**
- **SF-424B, Standard Assurances (Non-Construction)**
- **SF-LLL, Disclosure of Lobbying Activities**
- **Indirect Cost Agreement or Proposal** if the budget includes indirect costs and the applicant is required to have an indirect cost rate agreement or proposal. If the applicant does not have or is not required to have an indirect cost rate agreement or proposal, please see [Section D.10](#) of this NOFO, “Funding Restrictions and Allowable Costs,” for further information regarding allowability of indirect costs and whether alternatives to an indirect cost rate agreement or proposal might be available, or contact the relevant FEMA staff identified in [Section G](#) of this NOFO, “DHS Awarding Agency Contact Information” for further instructions.

**b. Program-Specific Required Forms and Information**

For program-specific required and optional forms and information, please see the Appendices to this NOFO.

Note: FEMA evaluates each application on its merit, veracity, and accuracy to ascertain how the narrative statement(s) outlined within the application depicts the applicant’s and their community’s uniqueness, their particular risks, and how selecting them over a similarly situated applicant advances the objectives of the AFG Program to provide critically needed resources that equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience. At any time during application review process, including the technical review stage, FEMA may request additional documentation from applicants, including but not limited to:

- Copies of official or certified documents demonstrating the claimed financial need;
- Copies of the applicant’s needs assessment report, survey, or any documented other efforts undertaken to identify the applicant’s unique project objectives;
- Copies of the risk analysis conducted to ascertain how said project will address the applicant’s unique needs in alignment with their mission and AFG grant purpose;
- Additional information or evidence detailing the applicant’s particular risks; and
- Any other information deemed necessary to adequately weigh the applicant’s assistance request for funding under this discretionary-competitive grant program. No applicant is guaranteed funding.

The narrative statement blocks do not allow for formatting. Do not type the narrative statements using only capital letters. Additionally, do not include tables, special characters, or fonts (e.g., quotation marks, bullets), or graphs. Space for the narrative statements is limited. While each element must have a minimum of 200 characters, the maximum number of characters varies based on the questions being asked.

## 10. Funding Restrictions and Allowable Costs

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO, the terms and conditions of the award, or the Preparedness Grants Manual. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. *See* 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards under this program is the same as the period of performance).

In general, the Cost Principles establish standards for the allowability of costs, provide detailed guidance on the cost accounting treatment of costs as direct or administrative costs, and set forth allowability principles for selected items of cost. More specifically, except as otherwise stated in this NOFO, the terms and condition of an award, or other program materials, costs charged to awards covered by this NOFO must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. To be allowable, all costs charged to a FEMA award or applied to the cost share must be reasonable in nature and amount and allocable to the particular FEMA award.

Additionally, all costs charged to awards must comply with the grant program's applicable statutes, policies, requirements in this NOFO as well as with the terms and conditions of the award. If FEMA staff identify costs that are inconsistent with any of these requirements, these costs may be disallowed, and FEMA may recover funds as appropriate, consistent with applicable laws, regulations, and policies.

As part of those requirements, grant recipients and subrecipients may only use federal funds or funds applied to a cost share for the purposes set forth in this NOFO and the terms and conditions of the award, and those costs must be consistent with the statutory authority for the award.

Grant funds may not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the federal government or any other government entity.

*Additionally, federal employees are prohibited from serving in any capacity (paid or unpaid) on the development of any proposal submitted under this program.*

### a. *Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services*

Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the [John S. McCain National Defense Authorization Act for Fiscal Year 2019 \(FY 2019 NDAA\)](#), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Guidance is available at [Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, FEMA Policy #405-143-1](#) or superseding document.

Additional guidance is available at [Contract Provisions Guide: Navigating Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards . Effective August 13, 2020](#), FEMA recipients and subrecipients **may not** use any FEMA funds under open or new awards to:

- (1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- (3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

#### **I. REPLACEMENT EQUIPMENT AND SERVICES**

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the NOFO.

#### **II. DEFINITIONS**

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of “covered telecommunications equipment or services.” See 2 C.F.R. § 200.471.

**b. *Pre-Award Costs***

Generally, grant funds cannot be used to pay for products and services contracted for or obligated prior to the effective date of the award. Fees for grant writers are considered an exception and may be included as a pre-award expenditure, see Appendix C for details. Further, other costs incurred after the application deadline, but prior to an offer of award, may be eligible for reimbursement only if the following conditions are met:

- The recipient must request approval from FEMA to incur such pre-award costs. Requests must be sent via email to [FireGrants@fema.dhs.gov](mailto:FireGrants@fema.dhs.gov) and include the application number and justification narrative. Please note, the recipient must seek approval at the time of acquisition and before the award is announced.
- The recipient must receive written confirmation from FEMA that the expenses have been reviewed and that FEMA has determined the costs to be justified, unavoidable, and consistent with the grant's scope of work.
- The pre-award cost must meet the requirements of 2 C.F.R. § 200.458, which provides that the costs must be necessary for efficient and timely performance of the grant's scope of work.

**Note:** FEMA reserves the right to re-evaluate and disallow pre-award costs at time of award monitoring if it is later determined that the services were not properly procured or do not satisfy the requirements of 2 C.F.R. § 200.458.

See [Appendix C](#) for further information regarding grant writer fees and the "Additional Information" section of this NOFO for general procurement under grants requirements.

**c. *Management and Administration (M&A) Costs***

M&A activities are those directly related to the management and administration of the AFG award funds, such as financial management and monitoring. M&A expenses should be based only on actual expenses or known contractual costs. Requests that are simple percentages of the award, without supporting justification or adequate documentation, will not be allowed or considered for reimbursement. No more than 3% of the federal share of AFG Program funds awarded may be expended by the recipient for M&A for purposes associated with the AFG Program award.

**d. *Indirect Facilities & Administrative (F&A) Costs***

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the [FireGrants@fema.dhs.gov](mailto:FireGrants@fema.dhs.gov) for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to the [FireGrants@fema.dhs.gov](mailto:FireGrants@fema.dhs.gov) for further instructions. Post-award requests to charge indirect

costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon on the de minimis rate or cost allocation plan, as applicable.

e. **Other Direct Costs**

- **Construction:** Construction costs are **not eligible** under the AFG Program. Construction includes major alterations to a building that changes the profile or footprint of the structure. Modifications to facilities activities described in Appendix A: Funding Priorities, are not considered construction costs for purposes of general award cost categorization and may be eligible. However, modifications to facilities activities might be considered “construction” for purposes of applicable procurement under grants requirements or environmental protection and historic preservation purposes.
- **Fire Departments and Nonaffiliated EMS organizations funding restrictions**  
The total amount of funding a fire department or nonaffiliated EMS organization recipient may receive under an AFG Program award is limited to the maximum amounts set by § 33(c)(2) of the Federal Fire Prevention and Control Act of 1974, as amended (15 U.S.C. § 2229(c)(2)). These award limits are based on two factors: (1) population served and (2) a 1% aggregate amount of available grant funds.

The population of the jurisdiction served by the recipient will determine the maximum amount of AFG Program funding a recipient is eligible to receive but no recipient may receive an award that exceeds 1% of available grant funds in FY 2022, or \$3.2 million. FEMA may waive this aggregate cap in individual cases where FEMA determines that a recipient has an extraordinary need for a grant that exceeds the aggregate cap. FEMA may not waive the statutory funding caps based on population.

The following table explains the maximum funding that a recipient may receive in FY 2022:

| Population of the jurisdiction | Maximum award in FY 2022   | Statutory waiver available subject to extraordinary need? |
|--------------------------------|----------------------------|-----------------------------------------------------------|
| 100,000 or fewer people        | No more than \$1 million   | None available                                            |
| 100,001 – 500,000 people       | No more than \$2 million   | None available                                            |
| 500,001 – 1,000,000 people     | No more than \$3 million   | None available                                            |
| 1,000,001 – 2,500,000 people   | No more than \$3.2 million | Yes, but no more than \$6 million                         |
| More than 2,500,000 people     | No more than \$3.2 million | Yes, but no more than \$9 million                         |

Regional applicants will be subject to the funding limitations based on the total population served by the host of the application and the participating partners. For example, if the host and partners serve a population of 100,000 or fewer and are the recipients of a Regional award for \$1 million, then the host has met their cap and is no longer eligible for additional funds under the AFG Program.



- **Allocations and Restrictions of Available Grant Funds by Organization Type**
  - **Fire Departments:** Not less than 25% of available grant funds shall be awarded to career, combination, or volunteer department types (total of 75 percent).
  - **Nonaffiliated EMS Organizations:** Not more than 2% of available grant funds shall be collectively awarded to all nonaffiliated EMS organization recipients.
  - **Emergency Medical Services Providers:** Not less than 3.5% of available grant funds shall fund emergency medical services provided by fire departments and nonaffiliated EMS organizations.
  - **State Fire Training Academy:** Not more than 3% of available grant funds shall be collectively awarded to all SFTA recipients. Further, not more than \$500,000 of available federal grant funds may be awarded per SFTA applicant.
  - **Vehicles:** Not more than 25% of available grant funds may be used by recipients for the purchase of vehicles. Of that amount, based on stakeholder recommendations, FEMA intends to allocate 10% of the total vehicle funds for ambulances.
  - **Micro Grants:** The selection of the voluntary Micro Grant option (cumulative federal funding of \$50,000) for eligible High Priority Operations and Safety activities does not impact an applicant's request or participation under the Vehicle Acquisition or Regional projects. Applicants who select Micro Grants under Operations and Safety as a funding opportunity choice may still apply for a Vehicle Acquisition or Regional project. Of the 25% allocated to each of the career, combination, and volunteer departments, FEMA will aim to fund no less than 25% of the allocation for Micro Grants.

## **E. Application Review Information**

### **1. Application Evaluation Criteria**

#### **a. Programmatic Criteria**

Funding priorities and programmatic criteria for evaluating AFG Program applications are established by FEMA based on the recommendations from the Criteria Development Panel (CDP). Each year, FEMA convenes a panel of fire service professionals to develop funding priorities for the AFG Program. The panel makes recommendations about funding priorities as well as developing criteria for awarding grants.

The nine major fire service organizations represented on the panel are:

- International Association of Fire Chiefs
- International Association of Fire Fighters
- National Volunteer Fire Council
- National Fire Protection Association
- National Association of State Fire Marshals
- International Association of Arson Investigators
- International Society of Fire Service Instructors
- North American Fire Training Directors
- Congressional Fire Service Institute

The CDP is charged with making recommendations to FEMA regarding the creation or modification of previously established funding priorities as well as developing criteria for



awarding grants. The FEMA Administrator reviews and approves the CDP's recommendations. The content of this NOFO reflects implementation of the CDP's recommendations with respect to the priorities, direction, and criteria for awards.

FEMA will rank all complete and submitted applications based on how well they match the program priorities for the type of jurisdiction(s) served. Answers to the application's activity specific questions provide information used to determine each application's ranking relative to the stated program priorities

**b. *Financial Integrity Criteria***

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as enacted by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of government-wide eligibility qualification or financial integrity information, including whether the applicant is suspended or debarred. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

- i. Financial stability.
- ii. Quality of management systems and ability to meet management standards.
- iii. History of performance in managing federal awards.
- iv. Reports and findings from audits.
- v. Ability to effectively implement statutory, regulatory, or other requirements.

**c. *Supplemental Financial Integrity Criteria and Review***

Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently \$250,000:

- i. FEMA is required to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the [Federal Awardee Performance and Integrity Information System](#) (FAPIIS).
- ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.
- iv. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

**2. Review and Selection Process**

AFG Program applications are reviewed through a multi-phase process. All applications are

electronically pre-scored and ranked based on how well they align with the funding priorities outlined in this funding notice.

Applications with the highest pre-score rankings are then scored competitively by no less than three members of a Peer Review Panel. Applications will also be evaluated through a series of internal FEMA review processes for completeness, adherence to programmatic guidelines, technical feasibility, and anticipated effectiveness of the proposed project(s). Below is the process by which applications will be reviewed:

**i. Pre-Scoring Process**

The application undergoes an electronic pre-scoring process based on established program priorities listed in [Appendix B](#) and answers to activity-specific questions within the online application. Application Narratives are not reviewed during the pre-score process. “Request Details” and “Budget” information should comply with program guidance and statutory funding limitations. The pre-score is half of the total application score.

**ii. Peer Review Panel Process**

Applications with the highest rankings from the pre-scoring process will undergo a Peer Review Panel process. A panel of peer reviewers is composed of fire service representatives recommended by the national organizations from the CDP. Peer reviewers will assess each application’s merits based on the narrative statement on the requested activity. The evaluation elements listed in the “Narrative Evaluation Criteria” below will be used to calculate the narrative’s score for each activity requested. Panelists will independently score each requested activity within the application, discuss the merits and/or shortcomings of the application with his or her peers, and document the findings. A consensus is not required. The panel score is half of the total application score.

**iii. Narrative Evaluation Criteria**

The Narrative Statements must provide specific details about the activity for which the applicants seek funding. Applicants must explain how the proposed activity(ies) relate to the Operations and Safety Activity or the Vehicle Acquisition Activity. FEMA reviews and compares applications for **duplication including narratives and statistical data**. Therefore, all elements of the Narrative Statements must be original, and **all statistical data must be accurate**. Applications with narratives that have substantial copying of sentences or paragraphs **and/or inaccurate data** that may mislead reviewers may be disqualified. Falsification, fabrication, or plagiarism of other grant proposals will disqualify the application(s).

Peer Review Panelists will evaluate and score each activity based on the following narrative elements within each activity.

**a. Financial Need (25%)**

Applicants should describe their financial need and how consistent it is with the intent of the AFG Program. The financial need statement should include

details describing the applicant's financial distress, such as summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of their control.

**b. Project Description and Budget (25%)**

The Project Description and Budget statement should clearly explain the applicant's project objectives and their relationship to the applicant's budget and risk analysis. The applicant should describe various activities, including program priorities or facility modifications, ensuring consistency with project objectives, the applicant's mission, and national, state, and/or local requirements. Applicants should link the proposed expenses to operations and safety, as well as to the completion of the project's goals.

**c. Cost Benefit (25%)**

Applicants should describe how they plan to address the operational and personnel safety needs of the organization, including cost effectiveness and sharing assets. The Operations and Safety/Cost Benefit statement should also include details about gaining the maximum benefits from grant funding by citing reasonable or required costs, such as specific overhead and administrative costs. The applicant's request should also be consistent with their mission and identify how funding will benefit their organization and affected personnel.

**d. Statement of Effect on Operations (25%)**

The Statement of Effect on Operations should explain how this funding request will enhance an organization's overall effectiveness. It should address how an award will improve daily operations and reduce an organization's risk(s). Applicants should include how frequently the requested item(s) will be used and in what capacity. Applicants should also indicate how the requested item(s) will help the community and increase an organization's ability to save additional lives and property. Jurisdictions that demonstrate their commitment and proactive posture to reducing fire risk, by explaining their code enforcement (to include Wildland Urban Interface code enforcement) and mitigation strategies (including whether the jurisdiction has a FEMA-approved mitigation strategy) may receive stronger consideration under this criterion.

**iv. Technical Evaluation Process (TEP)**

The highest ranked applications will be considered within the fundable range. Applications that are in the fundable range will undergo both a Technical Review by a subject-matter expert as well as a FEMA Program Office review before being recommended for award. The FEMA Program Office will assess the request with respect to costs, quantities, feasibility, eligibility and recipient responsibility prior to recommending any application for award. Requests may be recommended for partial funding based on findings made during this assessment.

Once the TEP is complete, each application's cumulative score will be determined,

and a final ranking of applications will be created. FEMA will award grants based on this final ranking and the ability to meet statutorily required funding limitations outlined in [Appendix B](#): Restrictions on Use of Award Funds.

## **F. Federal Award Administration Information**

In addition to the language below, please see [Appendix C](#) to this NOFO for additional award administration information.

### **1. Notice of Award**

Before accepting the award, the AOR and recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all conditions in this NOFO as well as any specific terms and conditions in the Notice of Award to receive an award under this program.**

FEMA will provide the federal award package to the applicant electronically via FEMA GO. Award packages include an Award Letter, Summary Award Memo, Agreement Articles, and Obligating Document. An email notification of the award package will be sent through FEMA's grant application system to the Authorized Organization Representative (AOR) that submitted the application.

Recipients must accept their awards no later than 30 days from the award date. The recipient shall notify FEMA of its intent to accept and proceed with work under the award through the FEMA GO system.

Funds will remain on hold until the recipient accepts the award through the FEMA GO system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds.

### **2. Difference between Application Request and Award**

During the review process for an AFG Program award, FEMA may modify the application request(s). These modifications will be identified in the award package provided upon the offer of an award. If the awarded activities, scope of work, or requested dollar amount(s) do not match the application as submitted, the recipient shall only be responsible for completing the activities actually funded by FEMA. The recipient is under no obligation to start, modify, or complete any activities requested but not funded by the award. The award package will identify any such differences under the Approved Scope of Work section.

### **3. Turndown Notifications**

FEMA GO will provide all applicants who do not receive an FY 2022 AFG Program award with a turndown notification.

### **4. Administrative and National Policy Requirements**

In addition to the requirements of in this section and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

**a. *DHS Standard Terms and Conditions***

All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at [DHS Standard Terms and Conditions](#).

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. What terms and conditions will apply for the award will be clearly stated in the award package at the time of award.

**b. *Ensuring the Protection of Civil Rights***

As the Nation works towards achieving the [National Preparedness Goal](#), it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving [federal financial assistance](#) from FEMA.

The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. These terms and conditions can be found in the [DHS Standard Terms and Conditions](#). Additional information on civil rights provisions is available at <https://www.fema.gov/about/offices/equal-rights/civil-rights>.

Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R. Part 7.

In accordance with civil rights laws and regulations, recipients and subrecipients must ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

**c. *Environmental Planning and Historic Preservation (EHP) Compliance***

As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by FEMA, including grant-funded projects, comply with federal EHP laws, Executive Orders, regulations, and policies, as applicable.

All non-critical new construction or substantial improvement of structures in a Special Flood Hazard Area must, at a minimum, apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach unless doing so would cause the project to be unable to meet applicable program cost-effectiveness requirements. All other types of projects may choose to apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach. See [Executive Order \(EO\) 14030, Climate-Related](#)

[Financial Risk](#) and [FEMA Policy #-206-21-0003, Partial Implementation of the Federal Flood Risk Management Standard for Hazard Mitigation Assistance Programs \(Interim\)](#).

**Recipients and subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process.** The EHP review process involves the submission of a detailed project description along with any supporting documentation requested by FEMA to determine whether the proposed project has the potential to impact environmental resources or historic properties.

In some cases, FEMA is also required to consult with other regulatory agencies and the public to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not in compliance with applicable EHP laws, Executive Orders, regulations, and policies.

DHS and FEMA EHP policy is found in directives and instructions available on the [FEMA.gov EHP page](#), the FEMA website page that includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act and other EHP regulations and Executive Orders.

The GPD EHP screening form is located at <https://www.fema.gov/media-library/assets/documents/90195>. Additionally, all recipients under this funding opportunity are required to comply with the FEMA GPD EHP Policy Guidance, FEMA Policy #108-023-1, available at <https://www.fema.gov/media-library/assets/documents/85376>.

All modifications to facility activities, and any renovation to facilities that would qualify as a modification to a facility supporting activities under Training, Equipment, PPE, or Wellness and Fitness, will require an EHP review. Some Equipment activities will require an EHP review as well. Such activities include but are not limited to the installation of:

- Air compressor/fill station/cascade system (fixed) for filling Self-Contained Breathing Apparatus (SCBA)
- Air quality systems
- Fire/smoke/carbon monoxide alarm systems for the facility (life safety)
- Generators (fixed)
- Sprinklers
- Vehicle exhaust systems (fixed)
- Washer/dryer/extractor
- Fixed communications antennas onto a building
- Building renovations such as removal of walls or installation of electrical or water lines
- Training/exercises in natural settings such as rope or swift water
- LED signs



- Any scope of work that involves ground disturbances

The following activities would not require the submission of the FEMA EHP Screening Form:

- Planning and development of policies or processes
- Management, administrative, or personnel actions
- Classroom-based training
- Acquisition of mobile and portable equipment (not involving installation) on or in a building, and does not require a storage area to be constructed
- Purchase of PPE and/or SCBA

**d. *Federal Flood Risk Management Standard***

All non-critical new construction or substantial improvement of structures in a Special Flood Hazard Area must, at a minimum, apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach unless doing so would cause the project to be unable to meet applicable program cost-effectiveness requirements. All other types of projects may choose to apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach.

**5. Reporting**

Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent. Recipients should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks or other proof of payment documentation for verification.

**a. *Financial Reporting Requirements***

**I. FEDERAL FINANCIAL REPORT (FFR)**

Recipients must report obligations and expenditures through the FFR form (SF-425) to FEMA. Recipients may review the Federal Financial Reporting Form (FFR) (SF-425) at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1>

Recipients must file the FFR electronically using FEMA GO.

**II. FFR REPORTING PERIODS AND DUE DATES**

Recipients are required to submit a Federal Financial Report (FFR or SF-425) on a semi-annual basis. The FFR must be submitted through FEMA GO based on the calendar year beginning with the period after the award is made. Grant recipients are required to submit an FFR throughout the entire period of performance of the grant and for closeout. Reports are due:

- **No later than July 30** (for the period January 1 – June 30)
- **No later than January 30** (for the period July 1 – December 31)
- Within 120 days after the end of the Period of Performance

Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate lack of progress, or are insufficient in detail.



**b. *Programmatic Performance Reporting Requirements***

**I. PROGRAMMATIC PERFORMANCE REPORT (PPR)**

The recipient is responsible for completing and submitting a Programmatic Performance Report (PPR) using FEMA GO.

The PPR should include:

- A brief narrative of overall project(s) status
- A summary of project expenditures
- A description of any potential issues that may affect project completion

**II. PPR PERIODS AND DUE DATES**

The following reporting periods and due dates apply for the PPR:

- No later than July 30 (for the period January 1 – June 30)
- No later than January 30 (for the period July 1 – December 31)

**c. *Closeout Reporting Requirements***

**I. CLOSEOUT REPORTING**

Within 120 days after the end of the period of performance for the prime award or after an amendment has been issued to close out an award before the original period of performance ends, recipients must liquidate all financial obligations and must submit the following:

- i. The final request for payment, if applicable;
- ii. The final FFR (SF-425);
- iii. The final progress report detailing all accomplishments, including a narrative summary of the impact of those accomplishments throughout the period of performance and
- iv. Other documents required by this NOFO, terms and conditions of the award, or other FEMA guidance.

In addition, pass-through entities are responsible for closing out their subawards as described in 2 C.F.R. § 200.344; subrecipients are still required to submit closeout materials within 90 days of the period of performance end date. When a subrecipient completes all closeout requirements, pass-through entities must promptly complete all closeout actions for subawards in time for the recipient to submit all necessary documentation and information to FEMA during the closeout of the prime award.

After the prime award closeout reports have been reviewed and approved by FEMA, a closeout notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for at least three years from the date of the final FFR. The record retention period may be longer, such as due to an audit or litigation, for equipment or real property used beyond the period of performance, or due to other circumstances outlined in 2 C.F.R. § 200.334.

The recipient is responsible for refunding to FEMA any balances of unobligated cash that FEMA paid that are not authorized to be retained per 2 C.F.R. § 200.344(d).

## II. ADMINISTRATIVE CLOSEOUT

Administrative closeout is a mechanism for FEMA to unilaterally move forward with closeout of an award using available award information in lieu of final reports from the recipient per 2 C.F.R. § 200.344(h)-(i). It is a last resort available to FEMA, and if FEMA needs to administratively close an award, this may negatively impact a recipient's ability to obtain future funding. This mechanism can also require FEMA to make cash or cost adjustments and ineligible cost determinations based on the information it has, which may result in identifying a debt owed to FEMA by the recipient.

When a recipient is not responsive to FEMA's reasonable efforts to collect required reports needed to complete the standard closeout process, FEMA is required under 2 C.F.R. § 200.344(h) to start the administrative closeout process within the regulatory timeframe. FEMA will make at least three written attempts to collect required reports before initiating administrative closeout. If the recipient does not submit all required reports in accordance with 2 C.F.R. § 200.344, this NOFO, and the terms and conditions of the award, FEMA must proceed to administratively close the award with the information available within one year of the period of performance end date. Additionally, if the recipient does not submit all required reports within one year of the period of performance end date, per 2 C.F.R. § 200.344(i), FEMA must report in FAPIIS the recipient's material failure to comply with the terms and conditions of the award.

If FEMA administratively closes an award where no final FFR has been submitted, FEMA uses that administrative closeout date in lieu of the final FFR submission date as the start of the record retention period under 2 C.F.R. § 200.334.

In addition, if an award is administratively closed, FEMA may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

### d. *Additional Reporting Requirements*

#### i. **DISCLOSING INFORMATION PER 2 C.F.R. § 180.335**

This reporting requirement pertains to disclosing information related to government-wide suspension and debarment requirements. Before a recipient enters into a grant award with FEMA, the recipient must notify FEMA if it knows if it or any of the recipient's principals under the award fall under one or more of the four criteria listed at 2 C.F.R. § 180.335:

- i. Are presently excluded or disqualified;
- ii. Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it or any of the recipient's principals for one of those offenses within that time period;
- iii. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or
- iv. Have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

At any time after accepting the award, if the recipient learns that it or any of its principals

falls under one or more of the criteria listed at 2 C.F.R. § 180.335, the recipient must provide immediate written notice to FEMA in accordance with 2 C.F.R. § 180.350.

## **II. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE**

Per 2 C.F.R. Part 200, Appendix I § F.3, the additional post-award reporting requirements in 2 C.F.R. Part 200, Appendix XII may apply to applicants who, if upon becoming recipients, have a total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies that exceeds \$10 million for any period of time during the period of performance of an award under this funding opportunity.

Recipients that meet these criteria must maintain current information reported in FAPIIS about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII at the reporting frequency described in paragraph 4 of Appendix XII.

## **III. SINGLE AUDIT REPORT**

For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report, also known as the single audit report.

The audit must be performed in accordance with the requirements of U.S. Government Accountability Office's (GAO) Government Auditing Standards, located at <https://www.gao.gov/yellowbook/overview>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <http://www.ecfr.gov/cgi-bin/text-idx?node=sp2.1.200.f>.

## **6. Monitoring and Oversight**

Per 2 C.F.R. § 200.337, FEMA, through its authorized representatives, has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or desk reviews, FEMA will review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients must permit FEMA, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients must respond in a timely and accurate manner to FEMA requests for information relating to the award.

Effective monitoring and oversight help FEMA ensure that recipients use grant funds for their intended purpose(s); verify that projects undertaken are consistent with approved plans; and ensure that recipients make adequate progress toward stated goals and objectives. Additionally, monitoring serves as the primary mechanism to ensure that recipients comply with applicable laws, rules, regulations, program guidance, and requirements. FEMA regularly monitors all grant programs both financially and programmatically in accordance with federal laws, regulations (including 2 C.F.R. Part 200), program guidance, and the terms and conditions of the award. All monitoring efforts ultimately serve to evaluate progress towards grant goals and proactively target and address issues that may threaten grant success during the period of performance.

FEMA staff will periodically monitor recipients to ensure that administrative processes, policies and procedures, budgets, and other related award criteria are meeting Federal Government-wide and FEMA regulations. Aside from reviewing quarterly financial and programmatic reports, FEMA may also conduct enhanced monitoring through either desk-based reviews, onsite monitoring visits, or both. Enhanced monitoring will involve the review and analysis of the financial compliance and administrative processes, policies, activities, and other attributes of each federal assistance award, and it will identify areas where the recipient may need technical assistance, corrective actions, or other support.

Financial and programmatic monitoring are complementary processes within FEMA's overarching monitoring strategy that function together to ensure effective grants management, accountability, and transparency; validate progress against grant and program goals; and safeguard federal funds against fraud, waste, and abuse. Financial monitoring primarily focuses on statutory and regulatory compliance with administrative grant requirements, while programmatic monitoring seeks to validate and assist in grant progress, targeting issues that may be hindering achievement of project goals and ensuring compliance with the purpose of the grant and grant program. Both monitoring processes are similar in that they feature initial reviews of all open awards, and additional, in-depth monitoring of grants requiring additional attention.

Recipients and subrecipients who are pass-through entities are responsible for monitoring their subrecipients in a manner consistent with the terms of the federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the pass-through entity's responsibility to monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

In terms of overall award management, recipient and subrecipient responsibilities include, but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, or other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

## **G. DHS Awarding Agency Contact Information**

### **1. Contact and Resource Information**

#### **a. *AFG Program Office Contact***

The AFG Program Help Desk provides technical assistance to applicants for the online completion and submission of applications into FEMA GO, answers questions concerning applicant eligibility and recipient responsibilities, and helps in the programmatic administration of awards. The AFG Program Help Desk can be contacted at (866) 274-0960 or by email at [FireGrants@fema.dhs.gov](mailto:FireGrants@fema.dhs.gov). Normal hours of operation are from 8 a.m. to 4:30 p.m. ET, Monday through Friday.

**b. *Centralized Scheduling and Information Desk (CSID)***

CSID is a non-emergency comprehensive management and information resource developed by FEMA for grant stakeholders. CSID provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. When necessary, recipients will be directed to a federal point of contact who can answer specific programmatic questions or concerns. CSID can be reached by phone at (800) 368-6498 or by e-mail at [askcsid@fema.dhs.gov](mailto:askcsid@fema.dhs.gov), Monday through Friday, 9 a.m.– 5 p.m. ET.

**c. *Grant Programs Directorate (GPD) Award Administration Division***

GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. Additional guidance and information can be obtained by contacting the AAD's Help Desk via e-mail at [ASK-GMD@fema.dhs.gov](mailto:ASK-GMD@fema.dhs.gov).

**d. *FEMA Regional Offices***

Each FEMA region has Fire Program Specialists who can assist applicants with application information, award administration, and technical assistance. FEMA Regional Office contact information is available at <https://www.fema.gov/grants/preparedness/firefighters/regional-contacts>.

**e. *Equal Rights***

The FEMA Office of Equal Rights (OER) is responsible for compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA and recipients of FEMA financial assistance. All inquiries and communications about federal civil rights compliance for FEMA grants under this NOFO should be sent to [FEMA-CivilRightsOffice@fema.dhs.gov](mailto:FEMA-CivilRightsOffice@fema.dhs.gov).

**f. *Environmental Planning and Historic Preservation***

GPD's EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about GPD projects under this NOFO or the EHP review process, including the submittal of EHP review materials, should be sent to [gpdehpinfo@fema.dhs.gov](mailto:gpdehpinfo@fema.dhs.gov).

**2. *Systems Information***

For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at [femago@fema.dhs.gov](mailto:femago@fema.dhs.gov) or (877) 611-4700, Monday through Friday, 8 a.m. – 6 p.m. ET.

**H. Additional Information**

**1. *FEMA Financial Assistance Programs for Infrastructure***

**a. *Build America, Buy America Act***

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

After FEMA's General Applicability Public Interest waiver expires on Jan. 1, 2023 (or is otherwise extended), none of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

To see whether a particular FEMA federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#).

### **Waivers**

When necessary, recipients (and subrecipients through their pass-through entity) may apply for, and FEMA may grant, a waiver from these requirements.

A waiver of the domestic content procurement preference may be granted by the agency awarding official if FEMA determines that:

- 1) Applying the domestic content procurement preference would be inconsistent with the public interest;
- 2) The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- 3) The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%.

For FEMA awards, the process for requesting a waiver from the Buy America preference requirements can be found on FEMA's website at: ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure](#).

### **Definitions**

Construction materials: an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand or gravel; or aggregate binding agents or additives—that is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, paint and drywall.



Domestic content procurement preference: Means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

Federal financial assistance: Generally defined in 2 C.F.R. § 200.1 and includes all expenditures by a federal agency to a non-federal entity for an infrastructure project, except that it does not include expenditures for assistance authorities relating to major disasters or emergencies under sections 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act relating to a major disaster or emergency declared under section 401 or 501, respectively, or pre and post disaster or emergency response expenditures.

Infrastructure: infrastructure projects which serve a public function, including at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy.

Produced in the United States: means the following for:

- 1) **Iron and steel:** All manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- 2) **Manufactured products:** The product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- 3) **Construction Materials:** All manufacturing processes for the construction material occurred in the United States.

Project: is any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States

## 2. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards.

### a. *Noncompliance*

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a



Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. See also [Section H.8](#) "Actions to Address Noncompliance" in this NOFO.

**b. *With the Consent of the Recipient***

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

**c. *Notification by the Recipient***

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

**3. Program Evaluation**

Recipients and subrecipients are encouraged to incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting an agency priority goal(s). Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115-435 (2019) urges federal awarding agencies and federal assistance recipients and subrecipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency." Evidence Act § 101 (codified at 5 U.S.C. § 311). Evaluation costs are allowable costs (either as direct or indirect), unless prohibited by statute or regulation.

**4. Period of Performance Extensions**

Extensions to the period of performance (POP) for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests via FEMA GO and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with the FEMA Fire Program Specialist or Program Analyst as needed when preparing an extension request.

All extension requests must address the following:

- a. The grant program, fiscal year, and award number;
- b. Reason for the delay –including details of the legal, policy, or operational challenges that prevent the final outlay of awarded funds by the deadline;
- c. Current status of the activity(ies);
- d. Approved POP termination date and new project completion date;

- e. Amount of funds drawn down to date;
- f. Remaining available funds, both federal and, if applicable, non-federal;
- g. Budget outlining how remaining federal and, if applicable, non-federal funds will be expended;
- h. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
- i. Certification that the activity(ies) will be completed within the extended POP without any modification to the original statement of work, as described in the original statement of work and as approved by FEMA.

Extension requests will be granted only due to compelling legal, policy, or operational challenges. Extension requests will only be considered for the following reasons:

- Contractual commitments by the recipient or subrecipient with vendors prevent completion of the project, including delivery of equipment or services, within the existing POP;
- The project must undergo a complex environmental review that cannot be completed within the existing POP;
- Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
- Where other special or extenuating circumstances exist.

Recipients should submit all proposed extension requests to FEMA for review and approval at least 60 days prior to the end of the POP to allow sufficient processing time. Extensions are typically granted for no more than six months.

**Example:** Recipients may request an extension when an equipment order was placed during the POP but factors beyond the recipient's control have resulted in a delay in the expected delivery and receipt of the equipment outside of the existing POP; or where a specific statute or regulation mandates an environmental review that cannot be completed within this timeframe or where other extenuating circumstances warrant a brief extension.

## 5. Disability Integration

Pursuant to Section 504 of the Rehabilitation Act of 1973, recipients of FEMA financial assistance must ensure that their programs and activities do not discriminate against other qualified individuals with disabilities.

Grant recipients should engage with the whole community to advance individual and community preparedness and to work as a nation to build and sustain resilience. In doing so, recipients are encouraged to consider the needs of individuals with disabilities into the activities and projects funded by the grant.

FEMA expects that the integration of the needs of people with disabilities will occur at all levels, including planning; alerting, notification, and public outreach; training; purchasing of equipment and supplies; protective action implementation; and exercises/drills.

The following are examples that demonstrate the integration of the needs of people with disabilities in carrying out FEMA awards:

- Include representatives of organizations that work with/for people with disabilities on planning committees, work groups and other bodies engaged in development and implementation of the grant programs and activities.
- Hold all activities related to the grant in locations that are accessible to persons with physical disabilities to the extent practicable.
- Acquire language translation services, including American Sign Language, that provide public information across the community and in shelters.
- Ensure shelter-specific grant funds are in alignment with FEMA's [Guidance on Planning for Integration of Functional Needs Support Services in General Population Shelters](#).
- If making alterations to an existing building to a primary function area utilizing federal funds, complying with the most recent codes and standards and making path of travel to the primary function area accessible to the greatest extent possible.
- Implement specific procedures used by public transportation agencies that include evacuation and passenger communication plans and measures for individuals with disabilities.
- Identify, create, and deliver training to address any training gaps specifically aimed toward whole-community preparedness. Include and interact with individuals with disabilities, aligning with the designated program capability.
- Establish best practices in inclusive planning and preparedness that consider physical access, language access, and information access. Examples of effective communication access include providing auxiliary aids and services such as sign language interpreters, Computer Aided Real-time Translation (CART), and materials in Braille or alternate formats.

FEMA grant recipients can fund projects towards the resiliency of the whole community, including people with disabilities, such as training, outreach, and safety campaigns, provided that the project aligns with this NOFO and the terms and conditions of the award.

## **6. Conflicts of Interest in the Administration of Federal Awards or Subawards**

For conflicts of interest under grant-funded procurements and contracts, refer to the section on Procurement Integrity in this NOFO and 2 C.F.R. §§ 200.317 – 200.327.

To eliminate and reduce the impact of conflicts of interest in the subaward process, recipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Recipients and pass-through entities are also required to follow any applicable federal and state, local, tribal, or territorial (SLTT) statutes or regulations governing conflicts of interest in the making of subawards.

The recipient or pass-through entity must disclose to the respective Program Analyst or Program Manager, in writing, any real or potential conflict of interest that may arise during the administration of the federal award, as defined by the federal or SLTT statutes or regulations or their own existing policies, within five days of learning of the conflict of interest. Similarly, subrecipients, whether acting as subrecipients or as pass-through entities,

must disclose any real or potential conflict of interest to the recipient or next-level pass-through entity as required by the recipient or pass-through entity's conflict of interest policies, or any applicable federal or SLTT statutes or regulations.

Conflicts of interest may arise during the process of FEMA making a federal award in situations where an employee, officer, or agent, any members of his or her immediate family, his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an applicant, subapplicant, recipient, subrecipient, or FEMA employees.

## 7. Procurement Integrity

Through audits conducted by the DHS Office of Inspector General (OIG) and FEMA grant monitoring, findings have shown that some FEMA recipients have not fully adhered to the proper procurement requirements at 2 C.F.R. §§ 200.317 – 200.327 when spending grant funds. Anything less than full compliance with federal procurement requirements jeopardizes the integrity of the grant as well as the grant program. To assist with determining whether an action is a procurement or instead a subaward, please consult 2 C.F.R. § 200.331. For detailed guidance on the federal procurement standards, recipients and subrecipients should refer to various materials issued by FEMA's Procurement Disaster Assistance Team (PDAT), such as the [PDAT Field Manual](#) and [Contract Provisions Guide](#). Additional resources, including an upcoming trainings schedule can be found on the PDAT Website: <https://www.fema.gov/grants/procurement>.

The below highlights the federal procurement requirements for FEMA recipients when procuring goods and services with federal grant funds. FEMA will include a review of recipients' procurement practices as part of the normal monitoring activities. **All procurement activity must be conducted in accordance with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327.** Select requirements under these standards are listed below. The recipient and any of its subrecipients must comply with all requirements, even if they are not listed below.

Under 2 C.F.R. § 200.317, when procuring property and services under a federal award, states (including territories) must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states must now follow 2 C.F.R. § 200.321 regarding socioeconomic steps, 200.322 regarding domestic preferences for procurements, 200.323 regarding procurement of recovered materials, and 2 C.F.R. § 200.327 regarding required contract provisions.

**All other non-federal entities, such as tribes (collectively, non-state entities),** must have and use their own documented procurement procedures that reflect applicable SLTT laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. These standards include, but are not limited to, providing for full and open competition consistent with the standards of 2 C.F.R. § 200.319 and the required procurement methods at § 200.320.

### a. *Important Changes to Procurement Standards in 2 C.F.R. Part 200*

OMB recently updated various parts of Title 2 of the Code of Federal Regulations, among them, the procurement standards. States are now required to follow the socioeconomic steps in soliciting small and minority businesses, women's business enterprises, and labor surplus

area firms per 2 C.F.R. § 200.321. All non-federal entities should also, 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 per 2 C.F.R. § 200.322. More information on OMB's revisions to the federal procurement standards can be found in [Purchasing Under a FEMA Award: OMB Revisions Fact Sheet](#).

The recognized procurement methods in 2 C.F.R. § 200.320 have been reorganized into informal procurement methods, which include micro-purchases and small purchases; formal procurement methods, which include sealed bidding and competitive proposals; and noncompetitive procurements. The federal micro-purchase threshold is currently \$10,000, and non-state entities may use a lower threshold when using micro-purchase procedures under a FEMA award. If a non-state entity wants to use a micro-purchase threshold higher than the federal threshold, it must follow the requirements of 2 C.F.R. § 200.320(a)(1)(iii)-(v). The federal simplified acquisition threshold is currently \$250,000, and a non-state entity may use a lower threshold but may not exceed the federal threshold when using small purchase procedures under a FEMA award. See 2 C.F.R. § 200.1 (citing the definition of simplified acquisition threshold from [48 C.F.R. Part 2, Subpart 2.1](#)).

See 2 C.F.R. §§ 200.216, 200.471, and Appendix II as well as [section D.10.a of the NOFO](#) regarding prohibitions on covered telecommunications equipment or services.

**b. *Competition and Conflicts of Interest***

Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a non-federal entity develop its grant application, project plans, or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.

Under this prohibition, unless the non-federal entity solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees.

Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;

- Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Per 2 C.F.R. § 200.319(c), non-federal entities other than states must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed SLTT geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Under 2 C.F.R. § 200.318(c)(1), non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.** Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

Under 2 C.F.R. 200.318(c)(2), if the recipient or subrecipient (other than states) has a parent, affiliate, or subsidiary organization that is not a state, local, tribal, or territorial government, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or the pass-through entity in accordance with applicable FEMA policy.

**c. *Supply Schedules and Purchasing Programs***

Generally, a non-federal entity may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

**I. GENERAL SERVICES ADMINISTRATION SCHEDULES**

States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may procure goods and services from a General Services Administration (GSA) schedule. GSA offers multiple efficient and



effective procurement programs for state, tribal, and local governments, and instrumentalities thereof, to purchase products and services directly from pre-vetted contractors. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term government-wide contracts with commercial firms that provide access to millions of commercial products and services at volume discount pricing.

Information about GSA programs for states, tribes, and local governments, and instrumentalities thereof, can be found at <https://www.gsa.gov/resources-for/programs-for-State-and-local-governments> and <https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules/schedule-buyers/state-and-local-governments>.

For tribes, local governments, and their instrumentalities that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the recipient follows the GSA ordering procedures; however, tribes, local governments, and their instrumentalities will still need to follow the other rules under 2 C.F.R. §§ 200.317 – 200.327, such as solicitation of minority businesses, women’s business enterprises, small businesses, or labor surplus area firms (§ 200.321), domestic preferences (§ 200.322), contract cost and price (§ 200.324), and required contract provisions (§ 200.327 and Appendix II).

## **II. OTHER SUPPLY SCHEDULES AND PROGRAMS**

For non-federal entities other than states, such as tribes, local governments, and nonprofits, that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, for such procurements to be permissible under federal requirements, the following must be true:

- The procurement of the original contract or purchasing schedule and its use by the non-federal entity complies with state and local law, regulations, and written procurement procedures;
- The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express purpose of making it available to the non-federal entity and other similar types of entities;
- The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography;
- The procurement of the original contract or purchasing schedule complied with all the procurement standards applicable to a non-federal entity other than states under at 2 C.F.R. §§ 200.317 – 200.327; and
- With respect to the use of a purchasing schedule, the non-federal entity must follow ordering procedures that adhere to applicable state, tribal, and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the recipient discuss the procurement plans with its FEMA Fire Program Specialist or Program Analyst.



**d. *Procurement Documentation***

Per 2 C.F.R. § 200.318(i), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

Examples of the types of documents that would cover this information include but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.
- Additional information on required procurement records can be found on pages 24-26 of the [PDAT Field Manual](#).

**8. Record Retention**

**a. *Record Retention Period***

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award generally must be maintained for at least three years from the date the final FFR is submitted. *See* 2 C.F.R. § 200.334. Further, if the recipient does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

The record retention period **may be longer than three years or have a different start date** in certain cases. These include:

- Records for real property and equipment acquired with Federal funds must be retained for **three years after final disposition of the property**. *See* 2 C.F.R. § 200.334(c).
- If any litigation, claim, or audit is started before the expiration of the three-year period, the records **must be retained until** all litigation, claims, or audit findings involving the records **have been resolved and final action taken**. *See* 2 C.F.R. § 200.334(a).
- The **record retention period will be extended if the non-federal entity is notified in writing** of the extension by FEMA, the cognizant or oversight agency for audit, or the cognizant agency for indirect costs, or pass-through entity. *See* 2 C.F.R. § 200.334(b).
- Where FEMA requires recipients to report program income after the period of performance ends, the **program income record retention period begins at the end of the recipient's fiscal year in which program income is earned**. *See* 2 C.F.R. § 200.334(e).

- For indirect cost rate computations and proposals, cost allocation plans, or any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates), the start of the record retention period depends on whether the indirect cost rate documents were submitted for negotiation. If the **indirect cost rate documents were submitted for negotiation, the record retention period begins from the date those documents were submitted** for negotiation. If indirect cost rate documents were **not submitted for negotiation, the record retention period begins at the end of the recipient's fiscal year or other accounting period covered by that indirect cost rate.** See 2 C.F.R. § 200.334(f).

**b. *Types of Records to Retain***

FEMA requires that non-federal entities maintain the following documentation for federally funded purchases:

- Specifications;
- Solicitations;
- Competitive quotes or proposals;
- Basis for selection decisions;
- Purchase orders;
- Contracts;
- Invoices; and
- Canceled checks.

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. See, e.g., 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

For any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Non-federal entities who fail to fully document all purchases may find their expenditures questioned and subsequently disallowed.

**9. *Actions to Address Noncompliance***

Non-federal entities receiving financial assistance funding from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, and policies. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient. This potential or actual noncompliance may be discovered through routine monitoring, audits, closeout, or reporting from various sources.

In the case of any potential or actual noncompliance, FEMA may place special conditions on an award per 2 C.F.R. §§ 200.208 and 200.339, FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.339, or it may do both. Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to 44 C.F.R. Parts 7 and 19.

In the event the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA might take other remedies allowed under 2 C.F.R. § 200.339. These remedies include actions to disallow costs, recover funds, wholly or partly suspend or terminate the award, initiate suspension and debarment proceedings, withhold further federal awards, or take other remedies that may be legally available. For further information on termination due to noncompliance, see the section on Termination Provisions in the NOFO.

FEMA may discover and take action on noncompliance even after an award has been closed. The closeout of an award does not affect FEMA's right to disallow costs and recover funds as long the action to disallow costs takes place during the record retention period. *See* 2 C.F.R. §§ 200.334, 200.345(a). Closeout also does not affect the obligation of the non-federal entity to return any funds due as a result of later refunds, corrections, or other transactions. 2 C.F.R. § 200.345(a)(2).

The types of funds FEMA might attempt to recover include, but are not limited to, improper payments, cost share reimbursements, program income, interest earned on advance payments, or equipment disposition amounts.

FEMA may seek to recover disallowed costs through a Notice of Potential Debt Letter, a Remedy Notification, or other letter. The document will describe the potential amount owed, the reason why FEMA is recovering the funds, the recipient's appeal rights, how the amount can be paid, and the consequences for not appealing or paying the amount by the deadline.

If the recipient neither appeals nor pays the amount by the deadline, the amount owed will become final. Potential consequences if the debt is not paid in full or otherwise resolved by the deadline include the assessment of interest, administrative fees, and penalty charges; administratively offsetting the debt against other payable federal funds; and transferring the debt to the U.S. Department of the Treasury for collection.

FEMA notes the following common areas of noncompliance for FEMA's grant programs:

- Insufficient documentation and lack of record retention;
- Failure to follow the procurement under grants requirements;
- Failure to submit closeout documents in a timely manner;
- Failure to follow EHP requirements and
- Failure to comply with the POP deadline.

## 10. Audits

FEMA grant recipients are subject to audit oversight from multiple entities including the DHS OIG, the GAO, the pass-through entity, or independent auditing firms for single audits, and may cover activities and costs incurred under the award. Auditing agencies such as the DHS OIG, the GAO, and the pass-through entity (if applicable), and FEMA in its oversight capacity, must have access to records pertaining to the FEMA award. Recipients and subrecipients must retain award documents for at least three years from the date the final FFR is submitted, and even longer in many cases subject to the requirements of 2 C.F.R. § 200.334. In the case of administrative closeout, documents must be retained for at least three years from the date of closeout, or longer subject to the requirements of 2 C.F.R. § 200.334. If documents are retained longer than the required retention period, the DHS OIG, the GAO,

and the pass-through entity, as well as FEMA in its oversight capacity, have the right to access these records as well. *See* 2 C.F.R. §§ 200.334, 200.337.

Additionally, non-federal entities must comply with the single audit requirements at 2 C.F.R. Part 200, Subpart F. Specifically, non-federal entities, other than for-profit subrecipients, that expend \$750,000 or more in federal awards during their fiscal year must have a single or program-specific audit conducted for that year in accordance with Subpart F. 2 C.F.R. § 200.501. A single audit covers all federal funds expended during a fiscal year, not just FEMA funds. The cost of audit services may be allowable per 2 C.F.R. § 200.425, but non-federal entities must select auditors in accordance with 2 C.F.R. § 200.509, including following the proper procurement procedures. For additional information on single audit reporting requirements, see [Section F.8](#) of this NOFO under the header “Single Audit Report” within the subsection “Additional Reporting Requirements”.

The objectives of single audits are to:

- Determine whether financial statements conform to generally accepted accounting principles (GAAP);
- Determine whether the schedule of expenditures of federal awards is presented fairly;
- Understand, assess, and test the adequacy of internal controls for compliance with major programs; and
- Determine whether the entity complied with applicable laws, regulations and contracts or grants.

For single audits, the auditee is required to prepare financial statements reflecting its financial position, a schedule of federal award expenditures, and a summary of the status of prior audit findings and questioned costs. The auditee also is required to follow up and take appropriate corrective actions on new and previously issued but not yet addressed audit findings. The auditee must prepare a corrective action plan to address the new audit findings. 2 C.F.R. §§ 200.508, 200.510, 200.511.

Non-federal entities must have an audit conducted, either single or program-specific, of their financial statements and federal expenditures annually or biennially pursuant to 2 C.F.R. § 200.504. Non-federal entities must also follow the information submission requirements of 2 C.F.R. § 200.512, including submitting the audit information to the [Federal Audit Clearinghouse](#) within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The audit information to be submitted include the data collection form described at 2 C.F.R. § 200.512(c) and Appendix X to 2 C.F.R. Part 200 as well as the reporting package described at 2 C.F.R. § 200.512(b).

The non-federal entity must retain one copy of the data collection form and one copy of the reporting package for three years from the date of submission to the Federal Audit Clearinghouse. 2 C.F.R. § 200.512; *see also* 2 C.F.R. § 200.517 (setting requirements for retention of documents by the auditor and access to audit records in the auditor’s possession).

FEMA, the DHS OIG, the GAO, and the pass-through entity (if applicable), as part of monitoring or as part of an audit, may review a non-federal entity’s compliance with the single audit requirements. In cases of continued inability or unwillingness to have an audit conducted in compliance with 2 C.F.R. Part 200, Subpart F, FEMA and the pass-through

entity, if applicable, are required to take appropriate remedial action under 2 C.F.R. § 200.339 for noncompliance, pursuant to 2 C.F.R. § 200.505.

## **11. Payment Information**

FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients.

Payment requests are submitted through FEMA GO.

## **12. Whole Community Preparedness**

Preparedness is a shared responsibility that calls for the involvement of everyone—not just the government—in preparedness efforts. By working together, everyone can help keep the nation safe from harm and help keep it resilient when struck by hazards, such as natural disasters, acts of terrorism, and pandemics.

[Whole Community](#) includes:

- Individuals and families, including those with access and functional needs;
- Businesses;
- Faith-based and community organizations;
- Nonprofit groups;
- Schools and academia;
- Media outlets; and
- All levels of government, including state, local, tribal, territorial and federal partners.

The phrase “Whole Community” often appears in preparedness materials, as it is one of the guiding principles. It means two things:

1. Involving people in the development of national preparedness documents and
2. Ensuring their roles and responsibilities are reflected in the content of the materials.

### 13. Appendix A – FY 2022 AFG Program Updates

Appendix A contains a brief list of changes between FY 2021 and FY 2022 to the AFG Program. The FY 2022 AFG Program funding notice contains some changes to definitions, descriptions, and priority categories. Changes include:

- Under Supporting Definitions:  
Definition of Combination Fire Department was updated as follows: Combination Fire Department as defined in 15 U.S.C. § 2229, means a fire department that has paid firefighting personnel and volunteer firefighting personnel. FEMA considers a fire department with firefighting personnel paid a stipend, regardless of the amount, on a per event basis, or paid on- call, to be a combination fire department. This also includes non-fire emergency medical service personnel of the department.
- Under the Personal Protective Equipment Activity:  
The following equipment was added as eligible under Additional Funding:
  - Air Compressor/Fill Station/Cascade Systems (Fixed or Mobile) in support of SCBA request under PPE activity.
  - PPE gear Washer/Extractor/Dryer in support of PPE gear request under PPE activity.
- Under Training Activity:
  - Various NFPA standards were updated to reflect the most current editions.
  - Props requested under the Training Activity must be essential to the training activity requested in the application.
- Under Equipment Activity:
  - P-25 compliant Portable Radios should be requested based on the number of seated riding positions or active members of the department and supported in the request narratives.
  - Repairs and upgrades to the existing simulators was added as High priority item for SFTA applicants.
  - Software and Learning Management System (LMS) for Fire Department applicants was changed to Low priority.
  - Vehicle mounted exhaust systems are High priority for Fire Department, Regional, nonaffiliated EMS, and SFTA applicants.
  - Subscriptions necessary for the operation of the awarded equipment and purchased concurrently are eligible.
  - Refurbished equipment was added under ineligible Equipment Activity.
- Under Modifications to Facilities the following ineligible items for Fire Departments and nonaffiliated EMS applicants were added:
  - Station maintenance.
  - Resurfacing of bay floors Interior remodeling not pertaining to the requested project(s).
  - Interior remodeling not pertaining to the requested project(s).
  - Food and beverages.

- Under Regional Applications:
  - Clarification that the host organization and its partners must be the intended beneficiaries of the proposed project was added.
  - Exception to the requirement for same vendor was added.
  - Clarification that the host of the Regional application is not considered a pass-through entity and may not issue any subawards.
- Under Vehicle Acquisition:
 

Exception to the penalty clause for vehicle contracts was added.

The following definitions were added:

- **Front Line Vehicle:** a vehicle that is fully equipped and ready to respond to emergency calls (first due, second due, ready-reserve vehicle).
  - **Ready-Reserve Vehicle:** a vehicle that is equipped and may be easily made ready to respond (i.e., emergency mobilization).
  - **Reserve Vehicle:** a vehicle that is not fully equipped and not ready to respond. Reserve apparatus is used when the front-line vehicle is out-of-service (repairs/maintenance). Equipment is removed from the front-line vehicle and moved to the reserve vehicle for emergency response.
  - **Temporarily Out of Service Vehicle:** A vehicle which has been temporarily removed from emergency response duties due to mechanical or safety conditions requiring repair. Although currently out of service this vehicle is required to meet the response needs of the agency. Temporarily out of service vehicles are included in the vehicle inventory, included in the seated position count and are eligible for replacement in the AFG Program.
  - **Decommissioned Vehicle:** A vehicle which has been permanently removed from any or all emergency response duties or functions. Examples include retired vehicles awaiting disposal, vehicles used solely for parade/public relations use, antique vehicles, display, or similar uses. Decommissioned vehicles are not listed in the vehicle inventory or included in the seated position count and are not eligible for replacement under the AFG Program.
- Under Additions to the Application:
 

Paid on call/stiped department question was added.



## 14. Appendix B – Programmatic Information and Priorities

Appendix B contains details on AFG Program information and priorities. Reviewing this information may help applicants make their application(s) more competitive.

### a. Ineligible Applications and/or Organizations

FEMA considers two or more separate fire departments or nonaffiliated EMS organizations with different funding streams, personnel rosters, and EINs but sharing the same facilities as being separate organizations for the purposes of AFG Program eligibility. If two or more organizations share facilities and each submits an application in the same program area (i.e., Equipment, Modifications to Facilities, PPE, Training, or Wellness and Fitness Programs), FEMA reserves the right to review all of those program area applications for eligibility. This determination is designed to avoid the duplication of benefits.

#### **Examples of ineligible applications and/or organizations include:**

- Nonaffiliated EMS organization requests for any activity that is specific or unique to structural/proximity/wildlands firefighting gear.
- Fire departments that are a Federal Government entity, or contracted by the Federal Government, and are solely responsible under a formally recognized agreement for suppression of fires on federal installations or land.
- Fire departments or nonaffiliated EMS organizations that are not independent entities but are part of, controlled by, or under the day-to-day operational command and control of a larger department, agency or AHJ.
  - However, if a fire department is considered to be the same legal entity as a municipality or other governmental organization, and otherwise meets the eligibility criteria, that municipality or other governmental organization may apply on behalf of that fire department as long as the application clearly states that the fire department is considered part of the same legal entity.
- Fire-based EMS organization applying as a nonaffiliated EMS organization.
- Auxiliaries, hospitals, or fire service associations or interest organizations that are not the AHJ over the applicant.
- Dive teams, search and rescue squads, or similar organizations that do not provide medical transport.
- Fire departments, regional, or nonaffiliated EMS organizations that are for profit.
- State or local agencies, or subsets of any governmental entity, or any authority that do not meet the requirements as defined by 15 U.S.C. §2229(a), (c).
- If an applicant submits two or more applications for the same equipment or other eligible activity (for example, if an applicant submits two or more applications, one under the Regional activity, and one under the Operations and Safety activity for SCBA), both applications may be disqualified. If an applicant submits two separate applications for the same activity (i.e., two separate vehicle applications for the same vehicle) during the same application period, both applications may be disqualified.
  - This is different from when an entity is applying on behalf of other organizations that are agencies or instrumentalities of the applicant (e.g., multiple fire departments under the same county, city, borough, parish, or other municipality). In that situation, the applicant may request similar or the same equipment as long as the application clearly states which equipment

(including quantities) is for which agency/instrumentality. This is permissible even if that entity submits multiple applications across regional versus direct applications.

- Eligible Fire Department and nonaffiliated EMS applicants may submit only one application for each of the following application types: Individual Operations and Safety, Individual Vehicle, Regional Operations and Safety, and Regional Vehicle. Under the Operations and Safety applications, applicants may submit for multiple activities and for multiple items within each activity. Under the Vehicle application, applicants may submit one application for a vehicle activity (or activities) for their department and one separate application for a Regional vehicle (the same vehicle(s) may not be requested for both purposes). All duplicate application submissions may be disqualified.

**b. Supporting Definitions for this NOFO**

**Authority Having Jurisdiction (AHJ)** is that person or office charged with enforcing the NFPA codes (Per NFPA 101, 2015 Edition: Life Safety Code).

**Automatic Aid** is a plan developed between two or more fire departments for immediate joint response on first alarms (Per NFPA 1710, 2016 Edition and NFPA 1720, 2020 Edition).

**Career Fire Department**, as defined in 15 U.S.C. § 2229, means a fire department that has an all-paid force of firefighting personnel other than paid-on-call firefighters.

**Combination Fire Department**, as defined in 15 U.S.C. § 2229, means a fire department that has paid firefighting personnel and volunteer firefighting personnel. FEMA considers a fire department with firefighting personnel paid a stipend, regardless of the amount, on a per event basis, or paid on-call, to be a combination fire department. This includes non-fire emergency medical service personnel of the department.

**Firefighting Personnel**, as defined in 15 U.S.C. § 2229, means individuals, including volunteers, who are firefighters, officers of fire departments, or emergency medical service personnel of fire departments.

**Mutual Aid** is a written intergovernmental agreement between agencies and/or jurisdictions stating that they will assist one another on request by furnishing personnel, equipment, and/or expertise in a specified manner (NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2016 and 2020 edition; and NFPA 1720 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments, 2020 Edition).

**Metro Department** is a metropolitan fire department that has a minimum staffing of 350 career firefighters as defined by the International Association of Fire Chiefs (IAFC). DHS/FEMA collects information on metro departments for statistical purposes only. Status as a metro department is not a factor in scoring or funding.

**Primary First Due** is a geographic area surrounding a fire station in which a company from that station is projected to be first to arrive on the scene of an incident.

**Volunteer Fire Department**, as defined in 15 U.S.C. § 2229, means a fire department that has an all-volunteer force of firefighting personnel that do not receive any compensation (does not include length of service award programs).

**c. Community Classifications**

The information the applicant organization supplies in Applicant Characteristics and Community Description of the AFG Program application determines whether the jurisdiction is identified by FEMA as urban, suburban, or rural. The community classification will determine the funding priority.

The US Census Bureau's urban/suburban/rural classifications are fundamentally a delineation of geographical areas. For more information, please visit <https://www.census.gov/programs-surveys/geography/guidance/geo-areas/urban-rural.html>.

FY 2022 demographics for determining urban, suburban, or rural include:

| Community                                                                                      | Urban                                                                             | Suburban                                                                                     | Rural                                                                                  |
|------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| <b>Population of primary first due response area</b>                                           | >3,000 sq. mi. or 50,000+ population                                              | 1,000-2,999/sq. mi. or 25,000-50,000 Population                                              | 0-999/sq. mi. or <25,000 population                                                    |
| <b>Water Supply (percentage of primary first due response area covered by hydrant service)</b> | 75-100% hydrants (municipal water)                                                | 50-74% hydrants                                                                              | <50% hydrants                                                                          |
| <b>Land Use within primary first due response area</b>                                         | <25% for agriculture (based on zoning)<br>>50% industrial and commercial combined | 25%-49% used for agriculture (based on zoning)<br>25%-49% industrial and commercial combined | >50% used for agriculture (based on zoning)<br><25% industrial and commercial combined |
| <b>Square miles within primary first due response area per station</b>                         | <3 sq. mi. per station                                                            | 3-9 sq. mi. per station                                                                      | >10 sq. mi. per station                                                                |

**d. Application Tips**

The following information may be useful when preparing a competitive application:

- NFPA “FREE ACCESS”: As part of its commitment to enhancing public safety and supporting the emergency responder, the NFPA makes its codes and standards available online for free. Please visit: <http://www.nfpa.org/freeaccess>.
- Regional applicants are only eligible to apply for Training, Equipment, PPE, and/or Wellness and Fitness within Operations and Safety, and Vehicle Acquisition.
- SFTA applicants are only eligible to apply for Equipment and/or PPE within

Operations and Safety, and Vehicle Acquisition.

- Successful Regional applicants will be subject to the funding limitations based on the total population served by the host and participating partners. Any Regional award made will impact or be included in the host organization's funding limitations.
- Applications differ based on the applicant type. For example, the SFTA application for a vehicle will be different from the fire department application for a vehicle. Be sure to select the appropriate applicant type when applying.
- Fire Departments or nonaffiliated EMS organizations that are part of a larger organization with a broader scope should apply through the larger organization to avoid limiting eligible activities. For example, a rescue squad that periodically participates in structural firefighting and that belongs to a county fire and rescue agency should apply through the county for structural PPE; in other words, the county should apply on behalf of the rescue squad.
- FEMA recognizes the number of seated riding positions in front line apparatus as a reasonable measurement of the quantity of PPE or relevant equipment (radios, etc.) to be funded. Exceptions to the front-line seated riding position count may be considered by FEMA if compelling need to include seated riding positions in reserve apparatus can be demonstrated and justified. Applicants that seek to include reserve apparatus seated riding positions in the total seated riding position count must submit a justification narrative.
- There is evidence that exposure to Per- and polyfluoroalkyl substances (PFAS chemicals) may be associated with adverse human health effects. Some firefighting PPE may have been manufactured using PFAS chemicals. While no manufacturers currently produce PPE (i.e., pants, coats) that are fully PFAS free, most manufacturers have replaced the outer shell of the protective equipment to remove PFAS from fabrics. However, this does not impact the purchase of PFAS-free gloves, hoods, boots, etc. as these items have matured in development to include readily available PFAS-free items. FEMA encourages applicants to ask potential vendors about their current level of compliance with using PFAS-free materials

**e. Restrictions on Uses of Award Funds**

- No AFG Program funds may be used to support hiring (part-time or full-time), salaries, benefits, or fringe benefits (including but not limited to contributions for social security, insurance, workers' compensation, pension, or retirement plans) for any personnel.
- Documented back fill and/or overtime/lost wages costs to support awarded training activities are allowable personnel expenses.
- Instructor's rates/base rates should be provided as part of the application narrative, as well as the market-researched competitive rate for delivering the requested training.
- If the instruction provided for an awarded training activity is delivered by an existing member(s) of the recipient organization, only the established base rate of compensation, without benefits or overtime, may be eligible for reimbursement.
- Recipients are encouraged to allow other organizations to benefit from an awarded activity; e.g., filling another organization's SCBA cylinders using a grant funded compressor, cleaning another organization's turnout gear, or offering excess capacity training opportunities. If recipients choose to include costs associated with shared

benefit (e.g., backfill, overtime, tuition) for members outside of their department, they must apply as a Regional applicant.

- Items requested under Additional Funding may only be from that same Activity area. Furthermore, improper Additional Funding requests may be disqualified, if there is misalignment between the item requested and the Activity area. However, the following requests are allowable:
  - Rapid Intervention Team (RIT) packs supporting a SCBA request under the PPE activity. RIT packs must be requested under the Equipment activity if not supporting an SCBA request.
  - PPE gear bags under the PPE activity (gear bags are only eligible as additional funds in association with a PPE gear request).
  - Fit tester supporting an SCBA request under the PPE activity. Fit tester must be requested under the Equipment activity if not supporting an SCBA request.
  - Air Compressor/Fill Station/Cascade Systems (Fixed or Mobile) in support of a SCBA request under the PPE activity. Air Compressor/Fill Station/Cascade Systems (Fixed or Mobile) must be requested under the Equipment activity if not supporting a SCBA request.
  - PPE gear washer/extractor/dryer in support of a PPE gear request under the PPE activity. Washer/extractor/dryer must be requested under the Equipment activity if not supporting a PPE gear request.

**f. Funding Priorities**

**I. OPERATIONS AND SAFETY – TRAINING OVERVIEW**

FEMA has determined that hands-on, instructor-led training that meets a national, state, or DHS adopted standard and results in a national or state certification provides the greatest training benefit.

**All of the following are considerations in pre-scoring and peer review determinations:  
High (H), Medium (M), Low (L)**

| Fire Department, Regional, and SFTA Training Priorities by Purpose |                                                                                                                                                                                                          |
|--------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| H                                                                  | • Training evaluated using national or state standards                                                                                                                                                   |
| H                                                                  | • Training that brings a department into compliance with recommended NFPA or other national standards                                                                                                    |
| H                                                                  | • Instructor-led training that requires student testing to demonstrate academic competence or practical proficiency                                                                                      |
| H                                                                  | • Training that benefits the highest percentage of applicable personnel, such as the hazardous materials training within a fire department or training that will be open to other eligible organizations |
| M                                                                  | • Training that does not result in certification                                                                                                                                                         |
| M                                                                  | • Training that is self-directed/validated                                                                                                                                                               |
| L                                                                  | • Training that will address an identified risk but not associated with compliance to any standards                                                                                                      |

| Fire Department and Regional Training Priorities by Course Type |                |       |          |       |
|-----------------------------------------------------------------|----------------|-------|----------|-------|
| Training                                                        | NFPA #         | Urban | Suburban | Rural |
| Firefighter I, II                                               | 1001           | H     | H        | H     |
| Fire/Emergency Services Instructor                              | 1041           | H     | H        | H     |
| Hazardous Materials Response-Awareness, Operations, Technician  | 470            | H     | H        | H     |
| Infection Control                                               | 1581           | H     | H        | H     |
| Confined Space Response-Awareness, Operations, Technician       | 2500           | H     | H        | H     |
| Wildland firefighting (basic)                                   | 1140           | H     | H        | H     |
| Wildland firefighting certification (red card)                  | 1140           | H     | H        | H     |
| Wildland Fire Officer                                           | 1051           | H     | H        | H     |
| Rapid Intervention Training                                     | 1407           | H     | H        | H     |
| Fire Officer                                                    | 1021           | H     | H        | H     |
| Emergency Medical Responder                                     | 1001           | H     | H        | H     |
| Emergency Medical Technician                                    | 1001           | H     | H        | H     |
| Advanced Emergency Medical Technician to Paramedic              | 1001           | H     | H        | H     |
| Paramedic                                                       | 1001           | H     | H        | H     |
| Paramedic to Community Paramedic                                | 1001           | H     | H        | H     |
| Firefighter Safety and Survival                                 | 1407           | H     | H        | H     |
| Safety Officer                                                  | 1026,1521      | H     | H        | H     |
| Fire Apparatus Driver/Operator                                  | 1002           | H     | H        | H     |
| Fire Prevention                                                 | 1037,1730      | H     | H        | H     |
| Fire Inspector                                                  | 1031           | H     | H        | H     |
| Fire Investigator                                               | 921,1033       | H     | H        | H     |
| Fire Educator                                                   | 1035           | H     | H        | H     |
| NIMS/Incident Management System (IMS)                           | 1026,1561      | H     | H        | H     |
| Emergency Scene Rehab                                           | 1584           | H     | H        | H     |
| Critical Incident Debriefing/Crisis Intervention                | 1500           | H     | H        | H     |
| Any training to a National/State or NFPA standards              |                | H     | H        | H     |
| Compliance with federal/state-mandated program                  |                | H     | H        | H     |
| Technical Rescue- Operations, Technician                        | 1006, 2500     | H     | H        | H     |
| Vehicle Rescue                                                  | 2500           | H     | H        | H     |
| Another officer                                                 | 1021           | H     | H        | M     |
| Aircraft Rescue Firefighting (ARFF)                             | 402, 403, 1003 | H     | H        | M     |
| Weapons of Mass Destruction (WMD)                               | 470            | H     | H        | H     |
| Mass Casualty                                                   |                | H     | H        | H     |

| Fire Department and Regional Training Priorities by Course Type      |                  |       |          |       |
|----------------------------------------------------------------------|------------------|-------|----------|-------|
| Training                                                             | NFPA #           | Urban | Suburban | Rural |
| Training to address a local risk not elevated to a national or state |                  | M     | M        | M     |
| Specialized Training                                                 |                  | M     | M        | M     |
| Maritime Firefighting                                                | 1005, 1405, 1925 | L     | L        | L     |
| Instructor-led training that does not lead to certification          |                  | L     | L        | L     |
| Self-taught courses                                                  |                  | L     | L        | L     |
| Training not elevated to a national or state standard                |                  | L     | L        | L     |

### Funding Priorities for Fire Departments and Nonaffiliated EMS Organizations Training

The AFG Program provides training grants to meet the educational and performance requirements of fire departments and nonaffiliated EMS personnel. Training should align with the U.S. National Highway Traffic Safety Administration, which designs and specifies a National Standard Curriculum for Emergency Medical Technician (EMT) training and the National Registry of Emergency Medical Technicians (NREMT), a private, central certifying entity whose primary purpose is to maintain a national standard (NREMT also provides certification information for paramedics who relocate to another state).

**A higher priority is assigned to the following due to the time and cost of upgrading an organization's response level:**

- Organizations seeking to elevate the response level from Emergency Medical Responder (EMR) to EMT.
- Organizations seeking to elevate the response level from Advanced EMT (AEMT) to Paramedic.
- Organizations seeking to train Community Paramedics: Organizations seeking to train a high percentage of the active EMRs will receive additional consideration when applying under the Training activity.



**Eligible Training Activities for Fire Departments and Regional Applications include but are not limited to:**

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
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| <ul style="list-style-type: none"> <li>• Train-the-trainer courses</li> <li>• Alternative fuel firefighting</li> <li>• Response to natural disasters</li> <li>• Minor interior alterations, requested under Additional Funding and limited to \$10,000 total expenditure to support the awarded Training activities (e.g., removal/construction of a non-weight bearing wall)</li> <li>• Overtime expenses paid to career firefighters to attend training or to backfill positions for colleagues who are in training</li> <li>• Rental of facilities to conduct training</li> <li>• Rental of Audio/Visual equipment</li> <li>• Travel expenses associated with attendance at a formal training course or conference (mileage, hotel, and lodging expenses)</li> <li>• Compensation to volunteers (Fire and nonaffiliated EMS) for wages lost to attend training; there is no overtime or backfill for volunteers</li> <li>• Tuition, exam/course fees, and certifications/certification expenses</li> </ul> | <ul style="list-style-type: none"> <li>• Purchase of training curricula and training services (instructors)</li> <li>• Chemical Biological Radiological Nuclear and Explosive (CBRNE) awareness, performance, planning, and management</li> <li>• Travel expenses associated with Type 3 Incident Management Teams (IMT) attending position development/mentoring assignment with national Type 2 or Type 1 IMTs</li> <li>• Supplies or expendables or one-time use items essential for an award's scope of work, such as foam, breaching materials (e.g., wood or sheetrock) for ventilation or rescue props, or the amount of fuel required to sustain an awarded live fire training activity, or per NFPA 1403 Standard on Live Fire Training Evolutions, reasonable safety mitigations to a structure acquired for training</li> <li>• Props (single-use or permanent) essential for training programs requested in the application cannot exceed \$50,000 for Operation and Safety requests; this does not apply to SFTA requests</li> </ul> |
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**Ineligible Training Activities for Fire Departments and Regional Applications include but are not limited to:**

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
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| <ul style="list-style-type: none"> <li>• Construction of facilities (buildings, towers, sheds, etc.)</li> <li>• Firefighting equipment or PPE, such as SCBA, used exclusively for training</li> <li>• Remodeling not directly related to grant activities</li> <li>• Any costs associated with planning and/or participating in formal or planned special event exercises to identify user needs, evaluate an organization's performance capabilities, validate existing capabilities, or to facilitate coordination and asset sharing</li> <li>• Firefighting equipment and PPE rental, as well as training facility personnel costs (such as facility maintenance, cleaning, safety officer services, etc.)</li> </ul> | <ul style="list-style-type: none"> <li>• Site preparation to accommodate or modify any training activity, facility, or prop that is a permanent or semi-permanent improvement, including but not limited to: landscaping, cutting or grading an access road, trenching, paving a training area, exterior stairs or sidewalks, or the installation of utilities</li> <li>• Purchase or lease of real estate (this does not preclude departments from securing necessary training facilities such as classrooms, use of towers, training props, etc.)</li> <li>• Purchase of Unmanned Aerial Vehicles (UAVs) and Drones</li> <li>• Food and beverages</li> </ul> |
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| Eligible Training Activities for Nonaffiliated EMS include but are not limited to:                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• EMR</li> <li>• EMT</li> <li>• AEMT</li> <li>• AEMT to Paramedic</li> <li>• Paramedic (applicant must clearly demonstrate plan to accomplish paramedic training within the period of performance)</li> <li>• Community Paramedics (paramedics with Primary Care certification)</li> <li>• Travel expenses associated with attendance at a formal training course or conference: air/rail transportation, mileage, hotel/lodging expenses, etc. (Note: Food and beverages are ineligible travel expenses)</li> </ul> | <ul style="list-style-type: none"> <li>• Attendance at formal training forums or conferences providing continuing education credits</li> <li>• Overtime expenses paid to career nonaffiliated EMS responders to attend training or to backfill positions for colleagues who are in training</li> <li>• Compensation to volunteers for wages lost to attend training (there is no overtime or backfill for volunteers)</li> <li>• Supplies or expendables or one-time use items essential to complete the training activity of a nonaffiliated EMS award's scope of work; examples include bandages, splints, expendable respiratory supplies, etc.</li> </ul> |

## II. OPERATIONS AND SAFETY – EQUIPMENT OVERVIEW

AFG Program grants fund equipment for effective response, firefighting, rescue, and emergency medical operations to enhance the public safety.

**Reminder:** When requesting training for any items in this section, enter the request under “Other” within “Additional Funding” in the “Grant Application Request Details” section of the application. Make sure to identify the type and scope of training, time frame, etc. in the Additional Funding explanation section. Training must be specific to the use of the equipment (i.e., vendor training) and not duplicative of courses listed under the Training activity.

### Also note:

- Accountability systems are located under the Equipment activity.
- All simulators, tow vehicles, and all mobile or fixed fire/evolution props (e.g., burn trailers, forcible entry, or rescue/smoke mazes) are located under the Equipment activity.
- Request for monitors/defibrillators should be based on the number of transport and non-transport ALS response vehicles in the fleet (medic engine, medic chase vehicle, ALS ambulance, etc.).
- P-25 compliant Portable Radios should be requested based on the number of seated riding positions or active members of the department and supported in the request narratives.
- Requests for P-25 mobile radios should be based on the number of vehicles in the fleet.
- Requests to replace obsolete or damaged equipment should enable the applicant to meet applicable industry, local, state, and national standards.
- Equipment product lifecycles are assigned an age category of Short (5-7 years), Intermediate (8-14 years), or Long (15-20 years). These age categories are used to

compare like types of equipment of a similar age category. Under this system, an item that should have a useful life of 10 years is only compared to other items that have a similar useful lifespan. An application does not score higher or lower based on the product lifespan of an item. It only serves to ensure a more even scoring of equipment based on type.

**All of the following are considerations in pre-scoring and peer review determinations:**

| Priority               | Age Category | Fire and Fire Regional                                                                                                                                            | SFTA                                                                                                                   |
|------------------------|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| <b>BASIC EQUIPMENT</b> |              |                                                                                                                                                                   |                                                                                                                        |
| <b>H</b>               | Intermediate | Air Compressor/Fill Station/Cascade System (Fixed or Mobile) for filling SCBA                                                                                     | Air Compressor/Fill Station/Cascade System (Fixed or Mobile) for filling SCBA                                          |
| <b>H</b>               | Long         | Appliance(s)/Nozzle(s)/Foam Eductors                                                                                                                              | Appliance(s)/Nozzle(s)/Foam Eductors                                                                                   |
| <b>H</b>               | Long         | Basic Hand Tools (Structural/Wildland)                                                                                                                            | Basic Hand Tools (Structural/Wildland)                                                                                 |
| <b>H</b>               | Intermediate | Electric/Gas Powered Saws/Tools                                                                                                                                   | Electric/Gas Powered Saws/Tools                                                                                        |
| <b>H</b>               | Short        | Fit Tester                                                                                                                                                        | Fit Tester                                                                                                             |
| <b>H</b>               | Intermediate | Hose (Attack/Supply)                                                                                                                                              | Hose (Attack/Supply)                                                                                                   |
| <b>H</b>               | Short        | Immediately Dangerous to Life or Health (IDLH) Monitoring Equipment                                                                                               | IDLH Monitoring Equipment                                                                                              |
| <b>H</b>               | Immediate    | IDLH Protection for Investigators (This is single-use respiratory protection)                                                                                     |                                                                                                                        |
| <b>H</b>               | Long         | Ladders                                                                                                                                                           | Ladders                                                                                                                |
| <b>H</b>               | Short        | Personal Accountability Systems                                                                                                                                   | Personal Accountability Systems                                                                                        |
| <b>H</b>               | Intermediate | PPE Washer/Extractor/Dryer (Turnout)                                                                                                                              | PPE Washer/Extractor/Dryer (Turnout)                                                                                   |
| <b>M</b>               | Intermediate | Respirator Decontamination System (SCBA)                                                                                                                          | Respirator Decontamination System (SCBA)                                                                               |
| <b>H M</b>             | Intermediate | Props: For Fire Department applicants: <b>M</b><br>For Regional Applicants: <b>H</b>                                                                              | Props - <b>H</b>                                                                                                       |
| <b>H</b>               | Intermediate | RIT Pack/Cylinder                                                                                                                                                 | RIT Pack/Cylinder                                                                                                      |
| <b>M</b>               | Intermediate | Generator – Portable                                                                                                                                              | Generator – Portable                                                                                                   |
| <b>H</b>               | Intermediate | Tech Rescue (Ropes, Harnesses, Carabiners, Pulleys, etc.)                                                                                                         | Tech Rescue (Ropes, Harnesses, Carabiners, Pulleys, etc.)                                                              |
| <b>H M</b>             | Short        | Simulators for Fire Departments - <b>M</b><br>Simulators for Regional (including virtual) - <b>M</b>                                                              | Simulators (including virtual) - <b>H</b><br>Repairs and upgrades (non-construction) to existing Simulators - <b>H</b> |
| <b>H</b>               | Short        | Thermal Imaging Camera (Must be NFPA 1801 compliant)                                                                                                              | Thermal Imaging Camera (Must be NFPA 1801 compliant)                                                                   |
| <b>H M L</b>           | Short        | Software and Learning Management System (LMS) to support training for Fire Departments - <b>L</b><br>Software and LMS to support training for Regional - <b>M</b> | Software and LMS to support training <b>H</b>                                                                          |
| <b>M</b>               | Short        | Computers used in support of training                                                                                                                             | Computers used in support of training                                                                                  |

| Priority                       | Age Category | Fire and Fire Regional                                                                                                                       | SFTA                                                                                                                                         |
|--------------------------------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| <b>H</b>                       | Short        | Vehicle Mounted Exhaust Systems                                                                                                              | Vehicle Mounted Exhaust Systems                                                                                                              |
| <b>M</b>                       | Short        | Mobile computing devices intended to be used on scene (Tablets)                                                                              | Mobile computing devices intended to be used on scene (Tablets)                                                                              |
| <b>COMMUNICATIONS</b>          |              |                                                                                                                                              |                                                                                                                                              |
| <b>H</b>                       | Intermediate | Base Station (must be P-25 Compliant)                                                                                                        | Base Station (must be P-25 Compliant)                                                                                                        |
| <b>H</b>                       | Intermediate | Headsets                                                                                                                                     | Headsets                                                                                                                                     |
| <b>H</b>                       | Intermediate | Mobile Radios (must be P-25 Compliant)                                                                                                       | Mobile Radios (must be P-25 Compliant)                                                                                                       |
| <b>H</b>                       | Intermediate | Mobile Repeaters (must be P- 25 Compliant)                                                                                                   | Mobile Repeaters (must be P-25 Compliant)                                                                                                    |
| <b>H</b><br>Rural              | Intermediate | Pagers (limited to number of active members)                                                                                                 | Pagers (limited to number of active members)                                                                                                 |
| <b>H</b>                       | Intermediate | Portable Radios (must be P-25 compliant)                                                                                                     | Portable Radios (must be P-25 compliant)                                                                                                     |
| <b>M</b>                       | Intermediate | Mobile Data Terminal (MDT)                                                                                                                   | MDT                                                                                                                                          |
| <b>M</b><br>Urban/<br>Suburban | Intermediate | Pagers (limited to number of active members)                                                                                                 | Pagers (limited to number of active members)                                                                                                 |
| <b>M</b>                       | Short        | Cell phones/carrier plans/software specifically to enable Radio over IP (RoIP)                                                               | Cell phones/carrier plans/software specifically to enable RoIP                                                                               |
| <b>EMS EQUIPMENT</b>           |              |                                                                                                                                              |                                                                                                                                              |
| <b>H</b>                       | Short        | Airway Equipment (Non-Disposable)                                                                                                            | Airway Equipment (Non-Disposable)                                                                                                            |
| <b>H</b>                       | Short        | Automated External Defibrillators (AEDs) BLS Level                                                                                           | AEDs BLS Level                                                                                                                               |
| <b>H</b>                       | Short        | Automatic Chest Compression Device (CPR)                                                                                                     | Automatic CPR                                                                                                                                |
| <b>H</b>                       | Short        | EMS Training Aids                                                                                                                            | EMS Training Aids                                                                                                                            |
| <b>H</b>                       | Short        | Monitor/Defibrillator                                                                                                                        | Monitor/Defibrillator                                                                                                                        |
| <b>H</b>                       | Intermediate | Power Lift Cot                                                                                                                               | Power Lift Cot                                                                                                                               |
| <b>H</b>                       | Intermediate | Power Lift System                                                                                                                            | Power Lift System                                                                                                                            |
| <b>H</b>                       | Short        | Pulse Oximeters                                                                                                                              | Pulse Oximeters                                                                                                                              |
| <b>H</b>                       | Short        | Responder Rehab Equipment                                                                                                                    | Responder Rehab Equipment                                                                                                                    |
| <b>L</b>                       | Short        | Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots) | Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots) |
| <b>EXTRICATION</b>             |              |                                                                                                                                              |                                                                                                                                              |
| Priority                       | Age Category | Fire and Fire Regional                                                                                                                       | SFTA                                                                                                                                         |
| <b>H</b>                       | Intermediate | Cutter/Spreader                                                                                                                              | Cutter/Spreader                                                                                                                              |
| <b>H</b>                       | Intermediate | Vehicle Extrication Equipment                                                                                                                | Vehicle Extrication Equipment                                                                                                                |

| Priority                            | Age Category | Fire and Fire Regional                                                 | SFTA                                                                   |
|-------------------------------------|--------------|------------------------------------------------------------------------|------------------------------------------------------------------------|
| <b>HAZARDOUS MATERIALS (HazMat)</b> |              |                                                                        |                                                                        |
| <b>M</b>                            | Intermediate | Basic HazMat Response Equipment                                        | Basic HazMat Response Equipment                                        |
| <b>M</b>                            | Intermediate | Decon, Clean-Up, Containment and Packaging Equipment                   | Decon, Clean-Up, Containment and Packaging Equipment                   |
| <b>M</b>                            | Short        | Sampling Devices (HazMat)                                              | Sampling Devices (HazMat)                                              |
| <b>SPECIALIZED</b>                  |              |                                                                        |                                                                        |
| <b>H</b>                            | Intermediate | Skid Unit                                                              | Skid Unit                                                              |
| <b>M</b>                            | Intermediate | Air Quality Device                                                     | Air Quality Device                                                     |
| <b>M</b>                            | Intermediate | Boats                                                                  | Boats                                                                  |
| <b>M</b>                            | Short        | Marine equipment (NFPA 1925: Standard on Marine Fire-Fighting Vessels) | Marine equipment (NFPA 1925: Standard on Marine Fire-Fighting Vessels) |
| <b>M</b>                            | Intermediate | Mobile Generator                                                       | Mobile Generator                                                       |
| <b>M</b>                            | Intermediate | Portable Pump                                                          | Portable Pump                                                          |
| <b>L</b>                            | Short        | Specialized Equipment (Other)                                          | Specialized Equipment (Other)                                          |
| <b>CBRNE EQUIPMENT</b>              |              |                                                                        |                                                                        |
| <b>L</b>                            | Short        | CBRNE-related Equipment                                                | CBRNE-related Equipment                                                |
| <b>L</b>                            | Short        | Non-Disposable Biological Detection                                    | Non-Disposable Biological Detection                                    |

| Priority                                                                                                                                                                        | Age Category | Tow Vehicles | Applicant Type  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------|-----------------|
| <b>Note: Tow vehicles may be applied for under different application types with differing priority levels. Please reference the chart below when applying for tow vehicles.</b> |              |              |                 |
| <b>H</b>                                                                                                                                                                        | Long         | Tow Vehicle  | SFTA            |
| <b>H</b>                                                                                                                                                                        | Long         | Tow Vehicle  | Regional        |
| <b>L</b>                                                                                                                                                                        | Long         | Tow Vehicle  | Fire Department |

| Priority              | Age Category | Nonaffiliated EMS                                                                                    | Nonaffiliated EMS Regional                                                                           |
|-----------------------|--------------|------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| <b>COMMUNICATIONS</b> |              |                                                                                                      |                                                                                                      |
| <b>H</b>              | Intermediate | Base Station (must be P-25 Compliant)                                                                | Base Station (must be P-25 Compliant)                                                                |
| <b>H</b>              | Intermediate | Mobile Radios (must be P-25 Compliant)                                                               | Mobile Radios (must be P-25 Compliant)                                                               |
| <b>H</b>              | Intermediate | Mobile Repeaters (must be P-25 Compliant)                                                            | Mobile Repeaters (must be P-25 Compliant)                                                            |
| <b>H</b>              | Intermediate | Pagers (limited to number of active members)                                                         | Pagers (limited to number of active members)                                                         |
| <b>H</b>              | Intermediate | Portable Radios (must be P-25 Compliant, limited to number of AFG Program-approved seated positions) | Portable Radios (must be P-25 Compliant, limited to number of AFG Program-approved seated positions) |
| <b>M</b>              | Intermediate | Mobile Data Terminal                                                                                 | Mobile Data Terminal                                                                                 |
| <b>M</b>              | Intermediate | Headsets                                                                                             | Headsets                                                                                             |

| Priority              | Age Category | Nonaffiliated EMS                                              | Nonaffiliated EMS Regional                                     |
|-----------------------|--------------|----------------------------------------------------------------|----------------------------------------------------------------|
| <b>COMMUNICATIONS</b> |              |                                                                |                                                                |
| <b>M</b>              | Short        | Cell phones/carrier plans/software specifically to enable RoIP | Cell phones/carrier plans/software specifically to enable RoIP |

| Priority             | Age Category | Nonaffiliated EMS                                                                                                                            | Nonaffiliated EMS Regional                                                                                                                   |
|----------------------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| <b>EMS EQUIPMENT</b> |              |                                                                                                                                              |                                                                                                                                              |
| <b>H</b>             | Short        | ALS/BLS Equipment                                                                                                                            | ALS/BLS Equipment                                                                                                                            |
| <b>H</b>             | Short        | Airway Equipment (Non- Disposable)                                                                                                           | Airway Equipment (Non- Disposable)                                                                                                           |
| <b>H</b>             | Short        | AEDs BLS Level                                                                                                                               | AEDs BLS Level                                                                                                                               |
| <b>H</b>             | Short        | Automatic CPR                                                                                                                                | Automatic CPR                                                                                                                                |
| <b>H</b>             | Short        | EMS Training Aids                                                                                                                            | EMS Training Aids                                                                                                                            |
| <b>H</b>             | Short        | Monitor/Defibrillator - 15 leads                                                                                                             | Monitor/Defibrillator - 15 leads                                                                                                             |
| <b>H</b>             | Intermediate | Power Lift Cot                                                                                                                               | Power Lift Cot                                                                                                                               |
| <b>H</b>             | Intermediate | Power Lift System                                                                                                                            | Power Lift System                                                                                                                            |
| <b>H</b>             | Short        | Responder Rehab Equipment                                                                                                                    | Responder Rehab Equipment                                                                                                                    |
| <b>H</b>             | Short        | Suction unit                                                                                                                                 | Suction unit                                                                                                                                 |
| <b>M</b>             | Short        | Computers used in support of training                                                                                                        | Computers used in support of training                                                                                                        |
| <b>M</b>             | Short        | Mobile computing devices intended to be used on scene (tablets)                                                                              | Mobile computing devices intended to be used on scene (tablets)                                                                              |
| <b>H</b>             | Short        | Vehicle Mounted Exhaust Systems                                                                                                              | Vehicle Mounted Exhaust Systems                                                                                                              |
| <b>L</b>             | Short        | Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots) | Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots) |
| <b>HazMat</b>        |              |                                                                                                                                              |                                                                                                                                              |
| <b>M</b>             | Intermediate | Basic HazMat Response Equipment                                                                                                              | Basic HazMat Response Equipment                                                                                                              |
| <b>M</b>             | Intermediate | Decon, Clean-Up, Containment and Packaging Equipment                                                                                         | Decon, Clean-Up, Containment and Packaging Equipment                                                                                         |
| <b>M</b>             | Short        | Sampling Devices (HazMat)                                                                                                                    | Sampling Devices (HazMat)                                                                                                                    |

| Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Priorities |                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                       |
|-----------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Priority                                                                    | Purpose of Request                                                                             | Definition                                                                                                                                                                                                                                                                                                                                                                            |
| <b>H</b>                                                                    | Obtain equipment to achieve minimum operational and deployment standards for existing missions | Applies to requests for equipment needed, and not currently owned, to achieve minimum operational and deployment standards for a department's existing mission requirements. This includes equipment that is no longer usable because it is broken and/or damaged beyond repair.                                                                                                      |
| <b>H</b>                                                                    | Replace noncompliant equipment to current standard                                             | Applies to equipment that is deemed obsolete and/or is out of compliance with current standards for that type of equipment. Equipment requested under this reason for purchase has not been deemed inoperable, and while it may not be compliant with current standards it is not broken, damaged, or otherwise unusable.                                                             |
| <b>M</b>                                                                    | Obtain equipment for new mission                                                               | Applies to requests for equipment, supplies, or inventories that are intended to fulfill minimum service requirements associated with new missions that a department is taking on and building the capability for but has not been previously fulfilled. For example, this may include, but is not limited to, establishing a new HazMat capability or Swift Water Rescue capability. |
| <b>L</b>                                                                    | Upgrade technology to current standard                                                         | Applies to requests for equipment that may or may not be owned, but newer technology is available.                                                                                                                                                                                                                                                                                    |

| Eligible Equipment Activities for Fire Department, Nonaffiliated EMS, Regional, and SFTA include but are not limited to:                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>Shipping, taxes, assembly, and installation of the requested equipment</li> <li>Extended warranties and service agreements if acquired concurrent with initial acquisition</li> <li>Minor interior alterations (requested under Additional Funding and limited to \$10,000 total expenditure) to support the awarded Equipment activities (e.g., removal/construction of a non-weight bearing wall)</li> <li>Equipment for response to incidents involving CBRNE/WMD</li> </ul> | <ul style="list-style-type: none"> <li>Training specific to the requested equipment</li> <li>Requested support activities for equipment requiring supplies or expendables or "onetime" use items essential for an award's scope of work, such as foam, breaching materials (e.g., wood or sheetrock) for ventilation or rescue props, or the amount of fuel required to sustain an awarded live fire training activity, or per NFPA 1403 Standard on Live Fire Training Evolutions, reasonable safety mitigations to a structure acquired for training</li> <li>Subscriptions necessary for the operation of the awarded equipment and purchased concurrently within the POP</li> </ul> |



### Ineligible Equipment Activities Fire Department, Nonaffiliated EMS, Regional, and SFTA include but are not limited to:

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Construction of facilities, such as buildings, towers, or sheds to house communications</li> <li>• All fixed non-mobile repeaters or fixed site amplifiers</li> <li>• Sirens or other outdoor warning devices</li> <li>• Signage of any kind</li> <li>• Phones (telephone/satellite/cell)</li> <li>• Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance</li> <li>• Personal Safety/Rescue Bailout System (PPE)</li> <li>• Computer assisted dispatch (CAD) systems and software, geographic information systems (GIS), dispatch consoles, workstations and office furniture</li> <li>• Nonaffiliated EMS expendable supplies (including but not limited to medications)</li> </ul> | <ul style="list-style-type: none"> <li>• Utility Vehicles and All-Terrain Vehicles (UTV/ATV)</li> <li>• UAVs and Drones</li> <li>• Bomb disposal equipment and robots</li> <li>• Mobile radios for personally owned vehicles (except Chief Fire Officer's personal vehicle if justified)</li> <li>• Supplies or expendables or common one-time use items such as foam, soaps, disinfectant wipes, medical gowns/gloves, bandages, any drug, intravenous bags/fluids, defibrillator pads/electrodes, syringes, cervical collars, batteries, exhaust system filters and splints</li> <li>• Flashover or other simulators/props that do not meet NFPA 1402 or 1403 standard (homemade or aftermarket simulators)</li> <li>• Subscriptions, memberships, equipment rental or lease to purchase</li> <li>• Refurbished equipment</li> </ul> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### Additional Considerations for Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Priorities

- Equipment that has a direct effect on firefighters' health and safety
- Age of equipment considered for replacement
- Equipment that operationally benefits other jurisdictions
- Equipment that brings the department into compliance with a national recommended standard, (e.g., NFPA or statutory compliance like OSHA)

**IMPORTANT:** The only eligible AFG Program activity for interoperable communications equipment is the acquisition of P-25 compliant equipment.

- P-25 compliant interoperable communications equipment has a digital platform that is programmable, scalable, and can communicate in analog mode with legacy radios, and in both analog and digital mode with other P-25 equipment. P-25 compliance enhances interoperability, allowing first responders to communicate with each other to coordinate their response to and mitigate all hazards.
- The procurement of interoperable communications equipment that does not meet P-25 compliance is unallowable; there are no waivers for P-25 compliance.
- All recipients awarded activities with emergency communication equipment and related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The technical specifications for FY 2022 SAFECOM Guidance on Emergency Communications Grants are available at

[https://www.cisa.gov/sites/default/files/publications/FY%202022%20SAFECOM%20Guidance\\_Final\\_508.pdf](https://www.cisa.gov/sites/default/files/publications/FY%202022%20SAFECOM%20Guidance_Final_508.pdf).

- It is the recipient's responsibility to obtain documented evidence that the equipment to be acquired has been tested and has passed all the applicable P-25 compliance requirements and the recipient shall be able to produce such documentation to FEMA upon request.
- AFG Program applicants are not required to identify a specific P-25-compliant product in their application narrative, but they must affirm that the interoperable communications equipment requested or acquired will be P-25 compliant.

**Note:** Recipients using FY 2022 AFG Program funds to support emergency communications activities should review and comply with [SAFECOM requirements](#), including provisions on technical standards that ensure and enhance interoperable communications. Communication equipment (e.g., portable radios) would be included in this standard. Recipients investing in emergency communications must ensure their projects support the Statewide Communications Interoperability Plan (SCIP) for their state.

### III. OPERATIONS AND SAFETY – PPE OVERVIEW

AFG Program funds used to acquire PPE may only be used to acquire compliant PPE for firefighting and nonaffiliated EMS personnel. Only the acquisition of PPE compliant with the most current edition of NFPA 1971, 1977, 1981 and/or 1999 are eligible activities. The acquisition of used, refurbished, or updated PPE are ineligible for reimbursement. PPE requested should have the goal of increasing firefighter safety. When requesting to replace PPE (e.g., Turnout Gear and/or SCBA) applicants will be asked to provide the age of the items being replaced. All PPE items in the current inventory must be accurately described and accounted for in the application narrative.

Based in part on NFPA 1851, Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting, in order for PPE (to include SCBA) to be considered noncompliant, the items must be a minimum of 2 NFPA cycles and 10 years of age or older from the date they were manufactured.

- Acquiring or replacing an individual SCBA face piece for each operational member of an organization is High  Priority. To the extent a request for additional face pieces exceeds any face pieces requested as part of an SCBA unit, that request should be entered as a separate request line item and will not be considered a request “to increase supplies” (e.g., if the applicant has the need for 35 Face Pieces, and requests 25 SCBA Units, the applicant should also separately request 10 additional Face Pieces).
- FEMA considers a complete set of Structural/Proximity PPE Turnout Gear to be comprised of these NFPA 1971 compliant components: one pair of pants, one coat, one helmet, two hoods, one pair of boots, two pairs of gloves, one pair of suspenders, and one pair of goggles. In the AHJ where additional PPE such as a Personal Safety/Rescue Bailout System is statutorily required, FEMA will consider all statutorily required items to be part of a complete PPE set.
- FEMA considers a complete set of EMS PPE Turnout Gear to be comprised of these NFPA 1999 compliant components: one pair of pants, one coat, one helmet, one pair

- of boots, one pair of gloves, one pair of suspenders, and one pair of goggles.
- FEMA considers a complete set of Wildland PPE Turnout Gear to be comprised of these NFPA 1977 compliant components: one pair of pants, one coat, one jumpsuit, one helmet, one pair of boots, one pair of gloves, one pair of suspenders, one pair of goggles, one fire shelter, web gear, backpack, and canteen/hydration system.
- Funding is limited to one set of PPE Turnout Gear per person.
- FEMA considers PPE gear bags, RIT packs, and/or Fit Tester as eligible items that can be requested under Additional Funding and available as part of excess fund for the PPE activity in support of requests for PPE or SCBA items.
- FEMA considers a complete SCBA unit to be comprised of a harness/backpack, one face piece, and two cylinders.

Training for requested PPE:

- Applicants must certify that all grant-funded PPE will only be used by sufficiently trained personnel (failure to meet this requirement will result in the request for funding deemed ineligible).
- If applicants are requesting training to support a PPE activity, it must be entered in the “Additional Funding” section within the “Grant Request Details” section of the application.

**The following are considerations in pre-scoring and peer review determinations:**

| Fire Department, Nonaffiliated EMS, Joint/Regional, and SFTA PPE Priorities |                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                |
|-----------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Priority                                                                    | Purpose of Request                                                                                                                                                                                                | Definitions                                                                                                                                                                                                                                                    |
| <b>H</b>                                                                    | Increase supply for new hires and/or existing firefighters that do not have one set of turnout gear (PPE) or allocated seated positions (SCBA). This includes replacing out of service PPE-Turnout Gear and SCBA. | Applies to PPE-Turnout Gear for new firefighters (i.e., new hires or volunteer recruits) and/or existing firefighters that do not currently have one set of PPE-Turnout Gear, and to add SCBA to fill seated riding positions that do not currently have SCBA. |
| <b>H</b>                                                                    | Replace in-service or in-use damaged/unsafe/unrepairable PPE/SCBA to meet current standard                                                                                                                        | Applies to PPE-Turnout Gear and SCBA that is deemed damaged unsafe and unrepairable yet still in use at the time of application.                                                                                                                               |
| <b>H</b>                                                                    | Replace in-service/in-use/expired/noncompliant PPE/SCBA to current standard                                                                                                                                       | Applies to PPE-Turnout Gear or SCBA that is deemed obsolete and/or is out of compliance with current standards. PPE-Turnout Gear or SCBA to be replaced is not compliant with current standards; it is not broken, damaged or otherwise unusable.              |
| <b>L</b>                                                                    | Replace PPE/SCBA to upgrade technology to current standard                                                                                                                                                        | Applies to PPE-Turnout Gear or SCBA that is less than 10 years old for PPE-Turnout Gear or compliant within two NFPA cycles for SCBA.                                                                                                                          |

### Additional Considerations for Fire Department, Nonaffiliated EMS, Joint/Regional, and SFTA for PPE or SCBA Priorities

- Higher priority is given to the age of requested PPE, reason for purchase/replacement, priority. Applicant's call volume is a lesser factor. Applicants will be required to provide the age of the PPE being replaced.
- Applicants with the oldest PPE and/or trying to bring the department into 100% NFPA compliance or the number of active members who will have compliant gear.

#### PPE List

##### Structural/Proximity **H**

- |                                                                                                                                                                                                                               |                                                                                                                                                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• American National Standards Institute (ANSI) Traffic Vests</li> <li>• Boots</li> <li>• Coats</li> <li>• Complete Set of Turnout Gear</li> <li>• Gloves</li> <li>• Goggles</li> </ul> | <ul style="list-style-type: none"> <li>• Helmets</li> <li>• Hoods</li> <li>• Pants</li> <li>• Pass Devices</li> <li>• Personal Safety/Rescue Bailout System</li> <li>• Suspenders</li> </ul> |
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#### PPE List

##### Respiratory **H**

- |                                                                                                                 |                                                                                                                                                              |
|-----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Air-Line Unit</li> <li>• Face Pieces</li> <li>• Respirators</li> </ul> | <ul style="list-style-type: none"> <li>• SCBA Spare Cylinders</li> <li>• SCBA (SCBA Unit includes: Harness/Backpack, Face Piece, and 2 cylinders)</li> </ul> |
|-----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|

##### Wildland **H**

- |                                                                                                                                                  |                                                                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Jumpsuits/Coveralls</li> <li>• Boots</li> <li>• Coats</li> <li>• Pants</li> <li>• Suspenders</li> </ul> | <ul style="list-style-type: none"> <li>• Goggles</li> <li>• Shelters</li> <li>• Web Gear/Backpacks</li> <li>• Canteens/Hydration Systems</li> <li>• Helmets</li> </ul> |
|--------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

##### Specialized PPE **M**

- |                                                                                                                                                                                                                                              |                                                                                                                                                                                                        |
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| <ul style="list-style-type: none"> <li>• Ballistic Protective Equipment (BPE), which includes one vest, one helmet, one triage bag, one pair of goggles</li> <li>• Chemical/Biological Suites (must conform to NFPA 2016 edition)</li> </ul> | <ul style="list-style-type: none"> <li>• Extrication Clothing/Rescue Clothing</li> <li>• Proximity Suits</li> <li>• Splash Suits</li> <li>• Wet and Dry Suits</li> <li>• Encapsulated Suits</li> </ul> |
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#### Eligible PPE Activities for Fire Department, Nonaffiliated EMS, Joint/Regional and SFTA include but are not limited to:

- |                                                                                                                                                                      |                                                                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• ANSI approved retroreflective highway apparel</li> <li>• Training for requested PPE</li> <li>• Turnout gear bags</li> </ul> | <ul style="list-style-type: none"> <li>• Customized helmet shields</li> <li>• Level C suits</li> <li>• Personal Safety/Rescue Bailout System</li> <li>• Face Pieces Regulators</li> </ul> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| Ineligible PPE Activities for Fire Department, Nonaffiliated EMS, Joint/Regional and SFTA include but are not limited to:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
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| <ul style="list-style-type: none"> <li>• Three-quarter length rubberboots</li> <li>• Uniforms (formal/parade or station/duty) and uniform items (hats, badges, etc.)</li> <li>• PPE gear bags (ineligible unless requested as additional funds in association with a PPE request)</li> <li>• RIT packs (ineligible unless requested as additional funds in association with SCBA request)</li> <li>• Fit tester (ineligible unless requested as additional funds in association with SCBA request)</li> <li>• Air Compressor/Fill Station/Cascade Systems (ineligible unless requested additional funds in association with SCBA request).</li> <li>• PPE gear washer/extractor/dryer (ineligible unless requested additional funds in association with PPE gear request).</li> <li>• Personal Safety/Rescue Bailout System for nonaffiliated EMS organizations</li> </ul> | <ul style="list-style-type: none"> <li>• Food and beverages</li> <li>• Integrated thermal imaging cameras (TIC) with heads-up display</li> <li>• Bomb disposal suits</li> <li>• Any communications equipment (e.g., radios and pagers) in the PPE section</li> <li>• Structural, proximity, wildland firefighting gear, or rescue and extrication gear for nonaffiliated EMS organizations</li> <li>• Any decals, embroidery, engraving, flags, graphics, logos, vehicles, and PPE Turnout lettering that customizes awarded items beyond the normal expectation (except customized helmet shields)</li> <li>• Funding is limited to one set of PPE- Turnout Gear per person</li> <li>• Equipment rental or lease to purchase</li> <li>• <b>Note:</b> Where bailout system is statutorily required, FEMA will consider all statutorily required items to be part of a complete PPE set</li> </ul> |

#### IV. OPERATIONS AND SAFETY – WELLNESS AND FITNESS OVERVIEW

Wellness and Fitness activities are intended to strengthen emergency responders so that their mental, physical, and emotional capabilities are resilient enough to withstand the demands of all hazardous operations. In order to be eligible for funding, applicants must offer, or plan to offer, all five of the following Priority 1 activities as discussed in the table below.

## Fire Department and Nonaffiliated EMS Wellness and Fitness Priorities

**Priority 1** - Below are the five activities required for a complete Wellness and Fitness program:

- Initial medical exams
- Job-related immunization
- Annual medical and fitness evaluation
- Behavioral health
- Cancer Screening Program to meet NFPA 1582

**Priority 2** - Applicants may only apply for Priority 2 Items (listed below) if the applicant offers or is requesting a combination of the five activities required under Priority 1 (listed above):

- Candidate physical ability evaluation
- Injury/illness rehab
- Formal fitness, injury prevention
- International Association of Fire Fighters (IAFF) or IAFC peer fitness trainer program, including transportation, travel, overtime/backfill, and reasonable expenses associated with member participation in Train-the-Trainer for IAFF/IAFC and implementation of a peer fitness trainer programs. Core components included in a firefighter fitness assessment include:
  - Aerobic Capacity,
  - Body Composition,
  - Muscular Strength,
  - Muscular Endurance, and
  - Flexibility.

**NOTE:** Applicants are encouraged to review NFPA 1583 for guidance on the minimum requirements for the development, implementation, and management of a health-related fitness program.

Departments that have some of the Priority 1 programs in place must apply for funds to implement the missing Priority 1 programs before applying for funds for any additional program or equipment within Priority 2. In addition, all grant-funded physicals (except those for explorers) must meet NFPA 1582 standards (Chapter 6, Medical Evaluations of Candidates 6.1; and Chapter 9, Essential Job Tasks — Specific Evaluation of Medical Conditions in Members). The cost of physicals should be based on local physician or health center prices. Detailed information on implementing NFPA 1582 physicals can be found at <https://www.fstaresearch.org>.

**NOTE:** Simultaneous requests for Priority 1 and Priority 2 activities will receive a lower funding consideration than requests that complete the bundle of the five Priority 1 activities. Applicants should review Health Related Fitness Programs as outlined in NFPA 1583, which is summarized below.

## Fire Department and Nonaffiliated EMS Wellness and Fitness Priorities

### NFPA 1583 Standards on Health-Related Fitness Programs for Fire Department Members

#### Scope

This standard establishes the minimum requirements for the development, implementation, and management of a health-related fitness program for members of the fire department involved in emergency operations.

#### Purpose

The purpose of this standard is to provide the minimum requirements for a health-related fitness program for fire department members that enhances the members' ability to perform occupational activities efficiently and safely and reduces the risk of injury, disease, and premature death.

This document is intended to help fire departments develop a health-related fitness program for fire department members that requires mandatory participation but is not punitive.

This document is not intended to establish physical performance criteria.

### Eligible Wellness and Fitness Activities for Fire Department and Nonaffiliated EMS include but are not limited to:

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• The five Priority 1 items: initial medical exams, job-related immunization, annual medical and fitness evaluation, behavioral health, and cancer screening</li> <li>• Behavioral health programs to include, but not limited to: Critical Incident Stress Management Programs, Employee Assistance Programs</li> <li>• Transportation expenses related to a member's participation in offered Wellness and Fitness activities</li> </ul> | <ul style="list-style-type: none"> <li>• Contractual costs (non-hiring) for personnel (such as nutritional counseling), physical fitness equipment (including shipping charges and sales tax, as applicable), and supplies directly related to physical fitness activities</li> <li>• Minor interior alterations (requested under Additional Funding and limited to \$10,000 total expenditure) to support the awarded Wellness and Fitness activities (e.g., removal/construction of a non-weight bearing wall); note that these will require EHP review</li> </ul> |
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### Ineligible Wellness and Fitness Activities for Fire Department and Nonaffiliated EMS include but are not limited to:

- |                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Fitness club memberships for participants or their families</li> <li>• Non-cash incentives (e.g., t-shirts or hats of nominal value, vouchers to local businesses, or time-off)</li> <li>• Purchase of real estate</li> <li>• Cash incentives</li> <li>• Food and beverages</li> <li>• Subscriptions and memberships</li> </ul> | <ul style="list-style-type: none"> <li>• Purchase of medical equipment that is not used as part of the Wellness and Fitness program</li> <li>• Contractual services with anyone other than medical professionals (e.g., health care consultants, trainers, and nutritionists) for programs such as smoking cessation</li> <li>• Purchase of equipment or personal protective equipment that is otherwise eligible under the Equipment activity or the PPE activity</li> </ul> |
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## V. OPERATIONS AND SAFETY – MODIFICATIONS TO FACILITIES OVERVIEW

AFG Program funds may be used to modify fire stations and other facilities. New fire station construction is not eligible. Eligible activities include source capturing exhaust, sprinkler, carbon monoxide alarms or smoke/fire detection systems, only for these types of systems and not multi-purpose systems that encompass ineligible features as described below.

All changes to facilities including major or minor modifications and equipment installations require EHP review.

The benchmark for eligibility does not apply to minor interior alterations (requested under Additional Funding and limited to \$10,000 total expenditure) to support Training, or Wellness and Fitness activities (e.g., removal/construction of a non-weight bearing wall). In recognition of the risks posed by exposure to diesel fumes, Source Capture Exhaust Extraction Systems (SCES) are a High Priority item for vehicle exhaust mitigation under Modifications to Facilities.

An SCES is a system where exhaust gases from a vehicle are captured directly via a conduit that attaches to/over the end of the vehicle's exhaust system at the tailpipe. The captured exhaust gases are expelled through the attached conduit via mechanical/pneumatic means to the exterior of the building.

No modification may change the structure's footprint or profile. If requesting multiple items, such as a sprinkler system and exhaust system, the funding for any projects or activities cannot cumulatively exceed \$100,000 (total project cost[s]) for any individual station.

Eligible projects under this activity must have a direct effect on the health and safety of firefighters.

Note: Vehicle Mounted Exhaust Systems are now listed as a "High" priority in the equipment activity.

### Facility Considerations:

Priority is given to facilities staffed full-time and facilities with sleeping quarters. Facilities without sleeping quarters or with part-time occupancy will receive subsequent consideration. Training facilities, marine fire facilities, and intermittently occupied facilities will be considered next.

**All of the following are considerations in pre-scoring and peer review determinations:**

**Eligible Modifications to Facilities Priorities for Fire Department and Nonaffiliated EMS include but are not limited to:**

|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>H</b> | <ul style="list-style-type: none"> <li>• New source capture exhaust systems, sprinkler systems, carbon monoxide, or smoke/fire detection systems – only for these types of systems and not multi- purpose systems that encompass ineligible features as described below.</li> <li>• Replacement or updates to existing source capture exhaust systems, sprinkler systems, carbon monoxide, or smoke/fire detection systems are considered lower priority over requests submitted for new systems.</li> </ul> |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Eligible Modifications to Facilities Priorities for Fire Department and Nonaffiliated EMS include but are not limited to:**

|          |                                                                                                                                                                                                                |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>M</b> | <ul style="list-style-type: none"> <li>Emergency generators, Air Quality Systems (AQSs)</li> </ul> <p><b>Note:</b> AQSs are fixed equipment that are air purifying, scrubbing, and/or air exchange systems</p> |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Ineligible Modifications to Facilities Priorities for Fire Department and Nonaffiliated EMS include but are not limited to:**

|                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>Station maintenance</li> <li>Resurfacing of bay floors</li> <li>Interior remodeling not pertaining to the requested project(s)</li> <li>Food and beverages</li> </ul> | <ul style="list-style-type: none"> <li>Security systems, or other alerting systems of similar purpose designed to notify fire stations of unauthorized access or provide deployment notifications or multi-purpose systems that include any of these features even if they also include otherwise eligible features</li> </ul> |
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**g. Regional Applications**

A Regional application is an opportunity for a fire department or a nonaffiliated EMS organization to act as a host and apply for funding on behalf of itself and any number of other participating AFG Program eligible organizations. The host organization and its partners must be the intended beneficiaries of the proposed project. A nonaffiliated EMS organization that serves as a host regional applicant can only host other nonaffiliated EMS organizations. A fire department that serves as a host regional applicant can apply on behalf of other eligible fire departments and nonaffiliated EMS organizations within the same application. SFTAs are not eligible to apply under the Regional activity. Eligible Regional activities are Vehicle Acquisition, and Operations and Safety but only for Training, Equipment, Wellness and Fitness, and PPE activities. Regional activities should achieve cost effectiveness, support regional efficiency and resilience, and benefit more than one local jurisdiction (county, parish, town, township, city, or village) directly from the activities implemented with the grant funds. To align with the stated program objective of fostering interoperability, departments and agencies party to regional applications must use the same vendor. Any exceptions to this requirement must be pre-approved by FEMA in writing and be based on compelling operational need.

Regional applicants will be subject to the funding limitations based on the total population served by the host of the application and the participating partners. For example, if the host and partners serve a population of 100,000 or fewer and are the recipients of a Regional award for \$1 million, the host has met their cap and is no longer eligible for additional funds under the AFG Program.

The community identification characteristic (e.g., Rural, Urban, or Suburban) and the organizational status of the host applicant (e.g., Career, Combination, or Volunteer) will be entered and used for the Regional application, regardless of the composition of the participating partners.

Regional populations served are the aggregate of the geographically fixed primary first due

response areas of the host and participating partner organizations. Exceptions can be made to this requirement in situations where the host is also the parent organization and is responsible for their smaller and independent stations.

Neither the Regional host nor any participating partner is prevented from also applying on behalf of their own organization for any AFG Program activity (Vehicle Acquisition, or Operations and Safety); however, it cannot be for the same item. For example, a department cannot apply for PPE under its own organization and participate in a regional PPE application.

In the application narrative, a Regional host must include a list of all the AFG Program eligible participating organizations benefitting from a proposed Regional project, including validated points of contact, each organization's EIN, and clear and detailed information on the regional activities requested.

Host organizations should provide specific details, fully explaining the distribution of any grant-funded acquisitions or grant-funded contracted services, as well as the responsibilities between the host and the partner organizations.

In order to apply for a Regional project, the host organization must agree, if awarded, to be responsible for all aspects of the grant. This includes, but is not limited to cost share, accountability for the assets, and all reporting requirements in the Regional application. The host of the Regional application is not considered a pass-through entity and may not issue sub-awards.

The host will be required to enter information that captures the macro demographics (e.g., total square miles) and master listings of information (e.g., combined SCBA inventories) of the partners that serve the region.

All participants of a Regional applicant must be compliant with AFG Program requirements, including being current with past grants, closeouts, and other reporting requirements. Upon notification by the AFG Program Office, the host agency shall not distribute grant-funded assets or provide grant-funded contractual services to non-compliant partner organizations. The host and the delinquent partners will be notified by the AFG Program Office of their specific deficiency.

Regional host applicants and participating partner agencies must execute a Memorandum of Understanding (MOU) or equivalent document signed by the host and all participating organizations. The agreement should specify the individual and mutual responsibilities of the participating partners, the participant's level of involvement in the project(s), and the proposed distribution of all grant-funded assets and/or contracted services. Copies of the MOU will be requested during the technical evaluation of the application.

***The MOU must specify the individual and mutual responsibilities of the host and participating partners, the host's and participants' level of involvement in the project(s), the participating partners' EINs, and the proposed distribution of all grant-funded assets or contracted services. Any entity named in the application as benefitting from the award***

*must be an eligible AFG Program organization and must be a party to the MOU or equivalent document.*

#### **h. Vehicle Acquisition**

Vehicles purchased with AFG Program funds must be compliant with NFPA 1901 (Standard for Automotive Fire Apparatus), NFPA 1906 (Standard for Wildland Fire Apparatus), or NFPA 1917 or equivalent (Standard for Automotive Ambulances). Leases, loan payments, or installment plans to obtain a vehicle are not eligible acquisition activities under the AFG Program and will not be reimbursed.

Community Paramedic/Health vehicles are non-transport vehicles and are not intended to have a dual role (e.g., as utility or support vehicles). There is nothing inherent in the delivery of community paramedic services that requires any emergency response packages (e.g., lights, sirens) or operational equipment (e.g., rescue tools, structural/wildland firefighting equipment). Consequently, such activities are ineligible.

Applicants may apply for more than one vehicle. Requests cannot exceed the financial cap based on population listed in the application. If a department submits multiple types of applications, and more than one of those requests are approved, the department will be held to the same financial cap based on the population listed in the application.

When requesting more than one vehicle, applicants will be asked to fill out a separate line item and answer all the questions including a separate narrative for each vehicle. For example, if an applicant is requesting to replace three ambulances, the applicant must fill out the age and vehicle identification number (VIN) of each vehicle being replaced. Applicants cannot use the same VIN in each line item.

In the case(s) when an applicant is not replacing a vehicle but only changing the service status of a vehicle(s), such as from first due to reserve, a VIN is still required for the narrative and for the vehicle being reassigned.

Applicants requesting fire vehicles that do not have drivers or operators trained to NFPA 1002 or equivalent and are not planning to have a training program in place by the time the awarded vehicle(s) is delivered will not receive a vehicle award.

Applicants requesting nonaffiliated EMS vehicles that do not have drivers or operators trained to the National Standard Emergency Vehicle Operator Curriculum (EVOC) developed by the United States Department of Transportation (DOT), or equivalent, and are not planning to have a training program in place by the time the awarded vehicle(s) is delivered, will not receive a vehicle award.

All applicants may request funding for a driver training program within the “Vehicle Acquisition” section but must add the request in the “Additional Funding” area in the “Grant Request Details” section of the Vehicle Application.

All driver training program(s) must be in place prior to the delivery of the awarded vehicle(s) or the recipient will be considered in violation of the grant agreement. The pre-score

evaluation criteria consider the department's need for the vehicle based on the age/condition of current vehicles and/or the demands on the organization.

| Eligible Vehicle Activities for Fire Department, and SFTA include but are not limited to: |                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                   |
|-------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Priority                                                                                  | Urban Communities                                                                                                                                                                                                                                                      | Suburban Communities                                                                                                                                                                                                                                                        | Rural Communities                                                                                                                                                                                                                 |
| <b>H</b>                                                                                  | <ul style="list-style-type: none"> <li>• Aerial</li> <li>• Ambulance</li> <li>• Pumper</li> <li>• Rescue Vehicle Light, Medium, or Heavy</li> <li>• Non-Transport EMS (Community Paramedic/Healthcare)</li> <li>• Quint</li> <li>• Brush Type III or larger</li> </ul> | <ul style="list-style-type: none"> <li>• Aerial</li> <li>• Ambulance</li> <li>• Pumper</li> <li>• Tanker/Tender</li> <li>• Rescue Vehicle Light, Medium or Heavy</li> <li>• Non-Transport EMS (Community Paramedic/Healthcare)</li> <li>• Quint</li> <li>• Brush</li> </ul> | <ul style="list-style-type: none"> <li>• Aerial</li> <li>• Ambulance</li> <li>• Brush/Attack</li> <li>• Pumper</li> <li>• Tanker/Tender</li> <li>• Non-Transport EMS (Community Paramedic/Healthcare)</li> <li>• Quint</li> </ul> |
| <b>M</b>                                                                                  | <ul style="list-style-type: none"> <li>• Command/Mobile Communications Vehicle</li> <li>• HazMat Unit</li> <li>• Air/Light Unit</li> <li>• Rehab Unit</li> </ul>                                                                                                       | <ul style="list-style-type: none"> <li>• Command/Mobile Communications Vehicle</li> <li>• HazMat Unit</li> <li>• Air/Light Unit</li> <li>• Rehab Unit</li> </ul>                                                                                                            | <ul style="list-style-type: none"> <li>• Command/Mobile Communications Vehicle</li> <li>• Hazardous Materials Unit</li> <li>• Air/Light Unit</li> <li>• Rescue Vehicle Light, Medium or Heavy</li> </ul>                          |
| <b>L</b>                                                                                  | <ul style="list-style-type: none"> <li>• ARFF</li> <li>• Foam Truck</li> <li>• Fire Rescue/Boat</li> <li>• Highway Safety Unit</li> <li>• Hybrid (i.e., Transport Engine)</li> <li>• Tanker/Tender</li> </ul>                                                          | <ul style="list-style-type: none"> <li>• ARFF</li> <li>• Foam Truck</li> <li>• Highway Safety Unit</li> <li>• Hybrid (i.e., Transport Engine)</li> <li>• Fire Rescue/Boat</li> </ul>                                                                                        | <ul style="list-style-type: none"> <li>• ARFF</li> <li>• Foam Truck</li> <li>• Highway Safety Unit</li> <li>• Hybrid (i.e., Transport Engine)</li> <li>• Fire Rescue/Boat</li> <li>• Rehab Unit</li> </ul>                        |

| Eligible Regional Vehicle Activities for Fire Departments (ALL Community Types) |                                                                                                                                                                                                                                                                                                                                                                |
|---------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>H</b>                                                                        | <ul style="list-style-type: none"> <li>• Aerial</li> <li>• Air/Light Unit</li> <li>• Bariatric Ambulance</li> <li>• Command/Mobile Communications Vehicle</li> <li>• Non-Transport EMS (Community Paramedic/Healthcare)</li> <li>• Rehab Unit</li> <li>• Rescue Vehicle Light, Medium or Heavy</li> <li>• Tow Vehicle (Applied for under equipment)</li> </ul> |
| <b>M</b>                                                                        | <ul style="list-style-type: none"> <li>• Highway Safety Unit</li> </ul>                                                                                                                                                                                                                                                                                        |
| <b>L</b>                                                                        | <ul style="list-style-type: none"> <li>• Hazardous Materials Unit</li> <li>• Foam Truck</li> </ul>                                                                                                                                                                                                                                                             |

### Eligible Nonaffiliated EMS and Nonaffiliated Regional Vehicle Activities



- Ambulances
- Bariatric Ambulance
- Non-Transport EMS (Community Paramedic/Healthcare)

### Compliance with Standards

- Ambulances must comply with NFPA 1917, Edition 2016, or GSA Federal Standard KKK-A-1822F
- Applicants must certify that unsafe vehicles will be permanently removed from service if awarded a grant; acceptable uses of unsafe vehicles include farm, nursery, scrap metal, salvage, construction, or donation to a foreign entity
- Applicants should consider adopting the principles of Traffic Incident Management Systems (TIMS); the USFA report on TIMS can be found at: [https://www.usfa.fema.gov/downloads/pdf/publications/fa\\_330.pdf](https://www.usfa.fema.gov/downloads/pdf/publications/fa_330.pdf)
- New fire apparatus must be compliant with NFPA 1901 or 1906 for the year ordered/manufactured

### Additional Considerations (to include, but not limited to)

- Age and mileage of the vehicle being replaced; older equipment receives higher consideration
- Age of the newest vehicle in the department's fleet that is like the vehicle to be replaced
- Average age of the fleet; older equipment within the same class
- Call volume of primary first due response area or region
- Converted vehicles (with an emphasis on tanker/brush trucks) not designed or intended for use in the fire service departments that have automatic aid agreements, mutual aid agreements, or both; a converted vehicle is any vehicle that is not engineered to an NFPA standard, or not being used for its original design, or over its gross vehicle weight
- Vehicles on loan to the organization in the application narrative but not in the organization's inventory
- Damaged vehicles and out of service vehicles in the organization's inventory
- Replacement of open cab/jump seat configurations

### IMPORTANT

Applicants requesting a vehicle(s) may be required to provide additional fleet information after the submission of the application. Vehicle inventory in the application must reflect currently owned vehicles as well as vehicles that are leased or on long-term loan and vehicles that have been ordered or otherwise currently under contract for purchase or lease by the organization but not yet in possession.

The following definitions should be followed when providing vehicle inventory in the application:

**Front Line Vehicle:** a vehicle that is fully equipped and ready to respond to emergency calls (first due, second due, ready-reserve vehicle).

**Ready-Reserve Vehicle:** a vehicle that is equipped and may be easily made ready to respond



(i.e., emergency mobilization).

**Reserve Vehicle:** a vehicle that is not fully equipped and not ready to respond. Reserve apparatus is used when the front-line vehicle is out-of-service (repairs/maintenance). Equipment is removed from the front-line vehicle and moved to the reserve vehicle for emergency response.

**Temporarily Out of Service Vehicle:** A vehicle which has been temporarily removed from emergency response duties due to mechanical or safety conditions requiring repair. Although currently out of service this vehicle is required to meet the response needs of the agency and will be returned to front line or reserve status once repaired. Temporarily out of service vehicles are included in the vehicle inventory, included in the seated position count and are eligible for replacement in the AFG Program.

**Decommissioned Vehicle:** A vehicle which has been permanently removed from any or all emergency response duties or functions but is still in the possession of the organization. Examples include retired vehicles waiting disposal, vehicles used solely for parade/public relations use, antique vehicles, display, or similar uses. Decommissioned vehicles are not listed in the vehicle inventory or included in the seated position count and are not eligible for replacement in the AFG Program.

**Vehicle Contract:** Vehicle award recipients must submit a copy of their vehicle purchase contract to the designated Regional Fire Program Specialist or Program Analyst. To locate Regional Fire Specialist, please visit <https://www.fema.gov/fire-grant-contact-information>.

Recipients will be asked to scan the document(s) into a PDF format and email it to the Regional Fire Program Specialist or Program Analyst for inclusion in the grant file. Submitting a vehicle purchase contract will assist in the programmatic monitoring of an award and help ensure programmatic compliance with the Improper Payments Eliminations and Recovery Act of 2012 (Pub. L. No. 112-248). If recipients do not submit a vehicle purchase contract, they will be unable to:

- Submit for an advance of federal funds for partial vehicle payment or chassis payment.
- Submit an amendment requesting a Period of Performance extension for the project.

**Performance Bond Strongly Recommended:** Performance bonds are strongly recommended but not required by the AFG Program. This is for any organization that is going to advance its own funds to their vendor prior to receipt of the vehicle. The bond may be obtained through the vendor or bank. The concept behind this is to ensure the applicant's funds are not lost in the event of a vendor's failure to perform, e.g., not finishing or delivering the vehicle, or going out of business.

**Prepayment Bond Required:** AFG Program vehicle recipients are required to obtain a prepayment bond if the recipient plans to advance federal funds to their vendor for a down payment. This is to safeguard the federal funds against loss if the vendor goes out of business or fails to deliver the vehicle. Prepayment bonds may be obtained through the vendor or



bank. The cost of a Prepayment Bond is a reimbursable activity under a vehicle acquisition award.

**Penalty Clause Required:** All contracts for any AFG Program-funded vehicle must contain a penalty clause. Non-delivery by the contract's specified date, or other vendor nonperformance, will require a penalty that is no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient.

Exceptions may be considered by FEMA only if an urgent and compelling need is demonstrated by the recipient. The request for exception from this requirement must be submitted in writing to the AFG Program Analyst or Regional Fire Program Specialist.

**Down Payment:** A down payment for the purchase of a vehicle is allowable if required in the vehicle purchase contract, but FEMA will only allow up to 25% of the federal share to be drawn for this purpose. Any costs over-and-above the 25% limit, such as the cost of a chassis or any other fees or services, must be borne by the recipient or deferred until final payment is drawn.

Federal funds may not be requested for any other payments to include but not limited to periodic or progress vehicle payments, loan payments, or the acquisition of NFPA 1901 compliant equipment for the awarded vehicle if they are being supplied under the vehicle contract. Purchases outside of the vehicle contract can be requested for payment, i.e., driver/operator training, physical exams for driver/operator, and NFPA 1901/1906 compliant equipment specific to the type of apparatus awarded.

**Final Payment:** To expedite the acquisition process, and prior to the vehicle being received, inspected, and accepted, the recipient may request the final vehicle payment as an advance payment request. However, the recipient shall not disburse or satisfy the vehicle obligation until after the vehicle is received, inspected, and accepted by the recipient.

**Eligible Vehicle Activities for Fire Department, Nonaffiliated EMS Organizations, Joint/Regional, and SFTA include but are not limited to:**

|                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Cost of vehicle</li> <li>• Physicals to meet current NFPA 1582/US DOT 649 F</li> <li>• Cost of associated equipment that is eligible under current NFPA 1901/1906</li> <li>• Driver/operator training programs that meet applicable standards, current NFPA 1002 or EVOC, or equivalent</li> </ul> | <ul style="list-style-type: none"> <li>• Travel expenses (air/rail transportation, mileage, hotel/lodging) to inspect a requested vehicle during production (if justified in the Vehicles narrative)</li> </ul> <p><b>Note: Food and beverages are ineligible travel expenses</b></p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Ineligible Vehicle Activities for Fire Department, Nonaffiliated EMS Organizations, Joint/Regional, and SFTA include but are not limited to:**

- |                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Leasing, rental, or installment purchase of any grant funded vehicle</li> <li>• Aircraft, bulldozers, or construction-related equipment</li> <li>• Using the vehicle being awarded as collateral for any financial loan</li> </ul> | <ul style="list-style-type: none"> <li>• UTVs and ATVs</li> <li>• UAVs and drones</li> <li>• Used or refurbished apparatus</li> <li>• Converted vehicles not originally designed for firefighting</li> <li>• Food and beverages</li> </ul> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Examples of vehicle types**

- Pumper (an apparatus that carries a minimum of 300 gallons of water and has a pump with the capacity to pump a minimum of 750 gallons per minute [GPM])
- Urban interface vehicles (Type I) pumper (300 gallons of water and 750 GPM)
- Ambulance (vehicle used for transporting patients)
- Tanker/Tender (an apparatus that has water capacity in excess of 1,000 gallons of water)
- Quint Aerial (an aerial ladder, elevating platform, or water tower that is designed to position personnel, handle materials, provide continuous egress, or discharge water)
- Quint (fire apparatus with a permanently mounted fire pump, a water tank, a hose storage area, an aerial ladder or elevating platform with a permanently mounted waterway, and a complement of ground ladders)
- Aerial Ladder (elevating platform, or water tower that is designed to position personnel, handle materials, provide continuous egress, or discharge water)

**Unsafe Vehicles**

If applicants specify the vehicle(s) to be replaced are unsafe, they must certify that if awarded, the unsafe vehicle to be replaced will be permanently removed from emergency service response. Permanently removed from emergency service response means the recipient cannot use the vehicle being replaced for any emergency service response, nor can the recipient sell or otherwise transfer title to any individual or emergency service response organization that will use the unsafe vehicle for emergency service response.

***A recipient who certifies it will remove an unsafe vehicle from service but then sells/transfers the unsafe vehicle to another emergency service response organization, or otherwise does not remove the unsafe vehicle from emergency service response, is considered to be in violation of the grant agreement.***

Acceptable dispositions (donation or sale) of unsafe vehicles include but are not limited to a training facility (NO emergency response off the training grounds), farm use, construction or nursery use, sale to a non-emergency service response entity for refurbishment, scrap metal, salvage, or foreign donation.

## 15. Appendix C – Award Administration Information

Appendix C contains detailed information on AFG Program Award Administration. Reviewing this information may help recipients in the programmatic and financial administration of their award(s).

### *Help FEMA Prevent Fraud, Waste, and Abuse*

If applicants or recipients have information about instances of fraud, waste, abuse, or mismanagement involving FEMA programs or operations, they should contact the DHS Office of Inspector General (OIG) Hotline at (800) 323-8603, by fax at (202) 254-4297, or email [HOTLINE@oig.dhs.gov](mailto:HOTLINE@oig.dhs.gov).

## I. Economic Hardship Waivers of Cost Share and Maintenance of Effort

In cases of demonstrated economic hardship, and upon the request of the recipient, the FEMA Administrator may waive or reduce an AFG Program cost share or MOE requirement for certain recipients (15 U.S.C. § 2229(k)(4)(A)). As required by statute, the FEMA Administrator established guidelines for determining what constitutes economic hardship and published these guidelines in [Information Bulletin No. 427](#).

The applicant is required to submit documentation supporting their request for an Economic Hardship Waiver at the time of the application by attaching the supporting document to the grant application.

To receive an Economic Hardship Waiver the applicant must address the specific conditions as well as format the waiver request submission as specified in Section III – Guidance, Part D: Eligibility – Demonstrating Economic Hardship of Information Bulletin No. 427.

Failure to provide documentation at the time of application or address the conditions or following the prescribed format in Information Bulletin No. 427 may result in a denial of the waiver.

## II. Grant Writer/Preparation Fees

Fees for grant writers may be included as a pre-award expenditure. For grant writer fees to be eligible as a pre-award expenditure, the services must be competitively sourced, specifically

identified, and listed within the “Grant Request Details” section of the application and must satisfy the requirements under 2 C.F.R. § 200.458. FEMA will only consider reimbursements for application preparation, not administration, up to \$1,500 per annum. The allowability of grant writer fees as a pre-award expenditure must be paid between the 90 days prior to the publication date of the NOFO and up to 30 calendar days after the application period closes. In order for Grant writer fees held either on retainer or subscription basis to be an eligible pre-award cost, the claimed retainer or subscription must have been competitively secured, and the costs are limited to the start of the appropriation period for the underlying award and meet the requirements under 2 C.F.R. § 200.458. Fees payable on a contingency basis are not an eligible expense.

Pursuant to 2 C.F.R. Part 180, recipients may not use federal grant funds to reimburse any entity, including a grant writer or preparer, if that entity is presently suspended or debarred by

the Federal Government from receiving funding under federally funded grants or contracts. Recipients must verify that the contractor is not suspended or debarred from participating in specified federal procurement or non-procurement transactions pursuant to 2 C.F.R. § 180.300.

***Prior to submission of the application, please review all work produced by grant writers or other third parties for accuracy. By submitting the application, applicants are certifying all of the information contained therein is true and an accurate reflection of the organization, and that regardless of the applicant's intent, the submission of information that is false or misleading may result in actions by FEMA. These actions include but are not limited to the submitted application not being considered for award, temporary withholding of funding under the existing award pending investigation, or referral to the DHS OIG.***

The following documentation shall be provided to FEMA upon request:

- i. A copy of the grant writer's contract for services;
- ii. A copy of the invoice or purchase order;
- iii. A copy of the canceled check (front and back); and
- iv. Evidence that the services were competitively procured. If an applicant's local procurement practices/policies do not require competitive bidding under \$1,500, then the applicant may be asked to provide a copy of that policy.

Failure to provide the requested documentation may result in the grant writer fee being deemed ineligible and the grant reduced accordingly.

**NOTE: FEMA requires that all applicants identify the following as "Application Participants" in the "Contact Information" section of the application:**

Any individual or organization that assisted with the development, preparation, or review of the application to include drafting or writing the narrative and budget, whether that person, entity, or agent is compensated or not and whether the assistance took place prior to submitting the application.

### **III. Maintenance and Sustainment for AFG Programs**

The use of FEMA preparedness grant funds for the costs of repairs or replacement, as well as maintenance contracts, warranties, and user fees may be allowable.

The intent of eligible Maintenance and Sustainment activities is to provide direct support to the critical capabilities developed using FEMA and other DHS grants and support activities. Routine upkeep and the supplies, expendables, or one-time use items that support routine upkeep (e.g., gasoline, tire replacement, routine oil changes, monthly inspections or grounds and facility maintenance) are the responsibility of the recipient and may not be funded with AFG Program funding.

Generally, when purchasing a maintenance agreement, service contract, or extended warranty for systems or equipment, the period of coverage provided under such a plan may not extend beyond the period of performance of the grant with which the agreement, warranty, or contract is purchased.

The duration of an extended warranty purchased incidental to the original purchase of the equipment may exceed the period of performance as long as the coverage purchased is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment or system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this policy extends to licenses and user fees as well.

Even if purchased incidental to the original purchase of the equipment, the duration of an extended maintenance agreement or warranty must also be reasonable for the type of equipment or system being purchased. For example, if a vendor offers a 10-year extended warranty incidental to the purchase of a piece of equipment, but the useful life of that equipment being purchased is five years, the purchase of a 10-year extended warranty would not be a reasonable cost and may not be charged to the grant.

#### **IV. Taxes, Fees, Levies, and Assessments**

Taxes, fees, levies, or assessments that the recipient is legally required to pay and are directly related to any eligible AFG Program acquisition activity may be charged to an AFG Program award pursuant to 2 C.F.R. § 200.470. These charges shall be identified and enumerated in the AFG Program application narrative, as well as the “Grant Request Details” section of the acquisition activity.

Any avoidable and unreasonable costs that result from the action or inaction of a recipient (or recipient’s agent) or that prevent that recipient from enjoying any lawful exemption, waiver, or reduction of any tax, fee, levy, or assessment directly related to any eligible AFG Program acquisition activity, are not chargeable to any AFG Program award.

**Example:** Governmental entities and Public Safety Agencies are exempt from some Federal Communications Commission (FCC) fees\*, but only if the eligible organization submits an exemption or waiver request to the FCC.

*\*Government entities are not required to pay FCC regulatory fees. Nonprofit entities (exempt under Section 501 of the Internal Revenue Code) may also be exempt. The FCC requires that any entity claiming exempt status submit, or have on file with the FCC, a valid Internal Revenue Service Determination Letter documenting its nonprofit status or certification from a governmental authority attesting to its exempt status. For more information, please visit <http://www.fcc.gov>.*

#### **V. Excess Funds**

After completing the initial project’s purpose in the recipient’s application, some recipients may have unexpended funds remaining in their budget. These excess funds may result from any combination of under-budget acquisition activities or competitive procurement processes.

These cost-shared excess funds may be utilized to address an organization’s local needs or to mitigate identified capability gaps. FEMA expects excess funds to be obligated concurrent with an award’s period of performance to address a known or critical need.

### **Excess Funds Restrictions**

In general, excess funds are limited to no more than \$10,000 for any award. If you have any questions, contact the AFG Help Desk at 866-274-0960 or email [FireGrants@fema.dhs.gov](mailto:FireGrants@fema.dhs.gov). The AFG Helpdesk is open Monday through Friday, 8 a.m. – 4:30 p.m. ET.

The \$10,000 maximum is cumulative for any grant, regardless of the number of activities within the award, and will require no amendment except when the use of excess funds is for any eligible activity that would normally require an EHP review.

- Excess funds cannot be used to support Fire Prevention and Safety activities.
- Consistent with the funding priorities set by the panel of fire service professionals and stakeholders, excess funds are limited to the purchase of High Priority items only.
- Excess funds cannot be used for grant writer/preparer fees.
- Excess funds may only be used for allowable activities identified in the program guidance for that fiscal year's grant cycle.
- The opportunity for excess funds is limited when the original uncompleted Scope of Work is changed via an amendment.

Example: An award for the acquisition of 10 SCBA units is reduced via Amendment to 8 SCBA units. The federal participation and the recipient cost obligation are both reduced and any remaining unliquidated federal funds resulting from the reduction in quantity of awarded items are not allowable as excess funds. FEMA may allow reduction in the quantity of awarded items but not total project cost if compelling justification of need is provided.

Exceptions to the \$10,000 use may be considered by FEMA if urgent and compelling need that can be directly related to a demonstrated event impacting the health and safety of the firefighters within the department can be identified. This request must be submitted in writing via an amendment.

### **VI. Payments and Amendments**

FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. AFG Program payment/drawdown requests are generated using FEMA GO. AFG Program payment/drawdown requests from state or local government entities will be governed by applicable federal regulations in effect at the time a grant is awarded to the recipient and may be either advances or reimbursements. Recipients should not expend funds until all special conditions listed on the grant award document have been met, including completion of EHP review, active SAM.gov registration, and the request for payment in FEMA GO has been approved.

Recipients should draw down funds based upon immediate disbursement requirements; however, FEMA strongly encourages recipients to draw down funds as close to disbursement or expenditure as possible to avoid accruing interest.

Non-federal entities should keep detailed records of all transactions involving the grant.



FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of canceled checks for verification. See, e.g., 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

#### **ADVANCES**

Recipients shall be paid in advance, provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of funds and its disbursement by the recipient (not to exceed 30 days), and the financial management systems that meet the standards for fund control and accountability as established in 2 C.F.R. Part 200. The recipient shall include invoice(s) and/or purchase orders for advance AFG Program payment/drawdown requests. EHP review requirement must be met prior to advanced payments.

Although advance drawdown requests are permissible, recipients remain subject to applicable federal laws in effect at the time a grant is awarded to the recipient. Governing interest requirements include the Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200 and the Cash Management Improvement Act (CMIA) and its implementing regulations at 31 C.F.R. Part 205. Interest under CMIA will accrue from the time federal funds are credited to a recipient's account until the time the recipient pays out the funds for program purposes. For the rate to use in calculating interest, please visit Treasury Current Value rate at [https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr\\_home.htm](https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm).

#### **REIMBURSEMENT**

Payment by reimbursement is the preferred method when the requirements to be paid in advance, pursuant to 2 C.F.R. § 200.305, cannot be met. In accordance with U.S. Department of Treasury regulations at 31 C.F.R. Part 205, if applicable, the recipient shall maintain procedures to minimize the time elapsing between the transfer of funds and the disbursement of said funds. As a prerequisite of AFG Program approval for reimbursement requests, recipients shall include proof of purchase, in the form of a canceled check or credit card transaction, active SAM.gov registration, and a final invoice(s) in each reimbursement AFG Program payment/drawdown request.

#### **REBATES**

Recipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments, in accordance with 2 C.F.R. § 200.305. The reduction of federal financial participation via rebates/refunds may generate excess funds for the recipient if the recipient previously obligated their Cost Share match based upon the original award figures. If the recipient previously obligated their original Cost Share prior to the rebate, then the recipient may have minimum excess funds equal to the difference between the original Cost Share less the rebate adjusted Cost Share.

#### **PAYMENT REQUESTS DURING CLOSEOUT**

A recipient may only submit reimbursement payment requests up to 120 calendar days after the expiration of the period of performance, during an award's closeout reconciliation.



Reimbursement payments are the only eligible type of requests to be submitted after a grant's period of performance has expired. The expenditure must have been obligated and received during the period of performance of the award. The recipient's request should contain clear and specific information certifying that the liquidation of federal funds is reimbursement for an obligation properly incurred during the active period of performance; FEMA may request documentation supporting the reimbursement for review at any time.

#### AMENDMENTS

FEMA may approve AFG Program award amendments on a case-by-case basis, for the following reasons:

- Extension of the period of performance in order to complete the scope of work;
- Changes to the activity, mission, retroactive approval (pre-award), closeout issues, and some excess funds requests; or
- Budget changes (adding funds to award/non-closeout deobligation of funds).

FEMA will only consider amendments submitted via FEMA GO. These requests must contain specific and compelling justifications for the requested change. Amendments or changes to the scope of work may require additional EHP review. FEMA strongly encourages recipients to expend grant funds in a timely manner, to be consistent with AFG Program goals and objectives. All amendments require recipients to maintain an active SAM.gov registration.

***NOTE: A recipient may deobligate (i.e., return) unused funds (i.e., those remaining funds previously drawn down via payment request and/or remaining award funding that was never requested) to DHS/FEMA prior to the end of an award's period of performance. To exercise this option, a recipient must submit an amendment via FEMA GO and state in the amendment that the unliquidated funds (i.e., the funds to be returned) are not necessary for the fulfillment or success of the grant's obligations or mission. The recipient must also indicate in the amendment that it understands that the returned funds will be deobligated and unavailable for any future award expenses. Deobligation of funds will decrease the federal portion of the grant and the amount of the recipient's Cost Share obligation. FEMA will confirm deobligation amendments with all points of contact; after confirmation of the recipient's intent to deobligate, FEMA will hold the approved deobligation request for 14 calendar days as a period for recipient reconsideration before FEMA processes the deobligation request. The deobligation of funds cannot be reversed.***

#### VII. Disposition of Grant Funded Equipment

A recipient must use, manage, and dispose of AFG Program-funded equipment in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. § 200.313. With the exception of state governments, when original or replacement equipment acquired under an AFG Program award is no longer needed for the original project, program, or other activities currently or previously supported by a federal awarding agency, the recipient must request disposition instructions from FEMA. FEMA strongly recommends contacting a Regional FPS or the AFG Program Help Desk prior to the disposition of AFG Program-funded equipment, to include vehicles.

# Award Letter

U.S. Department of Homeland Security  
Washington, D.C. 20472

Effective date: 08/07/2023



Luann Martinez  
CITY OF PUEBLO  
DEPARTMENT OF FINANCE P.O. BOX 1427  
PUEBLO, CO 81002

EMW-2022-FG-05244

Dear Luann Martinez,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2022 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$37,080.00 in Federal funding.

FEMA has waived, in part or in full, one or more requirements for this grant award. See the Summary Award Memo for additional information about Economic Hardship Waivers.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2022 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink that reads "P. Williams".

PAMELA WILLIAMS  
Assistant Administrator, Grant Programs

# Summary Award Memo

**Program:** Fiscal Year 2022 Assistance to Firefighters Grant

**Recipient:** CITY OF PUEBLO

**UEI-EFT:** NJK3BNUDRHJ7

**DUNS number:** 010620284

**Award number:** EMW-2022-FG-05244

## Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2022 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

## Approved Economic Hardship Waivers

### Cost share waiver

FEMA has waived the cost share requirement for this grant award. You are not required to contribute non-Federal funds for this grant award. The recipient is responsible for any costs that exceed the Federal funding provided for this grant award.

### Maintenance of effort waiver

FEMA has waived the maintenance of effort requirement for this grant award.

## Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

| Object Class     | Total       |
|------------------|-------------|
| Personnel        | \$0.00      |
| Fringe benefits  | \$0.00      |
| Travel           | \$0.00      |
| Equipment        | \$37,080.00 |
| Supplies         | \$0.00      |
| Contractual      | \$0.00      |
| Construction     | \$0.00      |
| Other            | \$0.00      |
| Indirect charges | \$0.00      |
| Federal          | \$37,080.00 |
| Non-federal      | \$0.00      |
| Total            | \$37,080.00 |
| Program Income   | \$0.00      |

## Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2022 AFG NOFO.

### Approved request details:

## Personal Protective Equipment (PPE)

### SCBA: SCBA Unit includes: Harness/Backpack, Face Piece and 2 cylinders

#### DESCRIPTION

Four SCBA's with Harness/backpack, face piece and 2 cylinders each. This will be enough SCBAs to equip one engine.

|        | QUANTITY | UNIT PRICE | TOTAL       | BUDGET CLASS |
|--------|----------|------------|-------------|--------------|
| Cost 1 | 4        | \$9,270.00 | \$37,080.00 | Equipment    |

#### CHANGE FROM APPLICATION

**Unit price** from **\$10,910.50** to **\$9,270.00**

#### JUSTIFICATION

This reduction is because the cost requested for SCBA exceeds the average price range calculated from market research and prior awards for the same item.

## Equipment

### Lights

#### DESCRIPTION

Four rechargeable hand lights

|        | QUANTITY | UNIT PRICE | TOTAL  | BUDGET CLASS |
|--------|----------|------------|--------|--------------|
| Cost 1 | 0        | \$0.00     | \$0.00 | Equipment    |

#### CHANGE FROM APPLICATION

**Quantity** from **4** to **0**

**Unit price** from **\$199.99** to **\$0.00**

#### JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

### Specialized Equipment (Other)

#### DESCRIPTION

Positive pressure ventilation fan, battery operated

|        | QUANTITY | UNIT PRICE | TOTAL  | BUDGET CLASS |
|--------|----------|------------|--------|--------------|
| Cost 1 | 0        | \$0.00     | \$0.00 | Equipment    |

#### CHANGE FROM APPLICATION

**Quantity** from 4 to 0

**Unit price** from \$6,250.00 to \$0.00

#### JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

### Hose (Attack/Supply)

#### DESCRIPTION

Enough attack and supply hose to equip a structural engine and ladder truck.

|        | QUANTITY | UNIT PRICE | TOTAL  | BUDGET CLASS |
|--------|----------|------------|--------|--------------|
| Cost 1 | 0        | \$0.00     | \$0.00 | Equipment    |

#### CHANGE FROM APPLICATION

**Quantity** from 1 to 0

**Unit price** from \$40,969.98 to \$0.00

#### JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

### Mobile Radios (must be P-25 Compliant)

#### DESCRIPTION

Two mobile P-25 compliant radios

|        | QUANTITY | UNIT PRICE | TOTAL  | BUDGET CLASS |
|--------|----------|------------|--------|--------------|
| Cost 1 | 0        | \$0.00     | \$0.00 | Equipment    |

#### CHANGE FROM APPLICATION

**Quantity** from 2 to 0

**Unit price** from \$3,517.46 to \$0.00

#### JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

### Appliance(s)/Nozzle(s)

#### DESCRIPTION

All of the needed appliances and nozzles needed to equip a structural engine and ladder truck.

|        | QUANTITY | UNIT PRICE | TOTAL  | BUDGET CLASS |
|--------|----------|------------|--------|--------------|
| Cost 1 | 0        | \$0.00     | \$0.00 | Equipment    |

#### CHANGE FROM APPLICATION

**Quantity** from 1 to 0

**Unit price** from \$33,036.17 to \$0.00

#### JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.



### Monitor/Defibrillator - 15 leads

#### DESCRIPTION

1 Monitor with 15 leads

|        | QUANTITY | UNIT PRICE | TOTAL  | BUDGET CLASS |
|--------|----------|------------|--------|--------------|
| Cost 1 | 0        | \$0.00     | \$0.00 | Equipment    |

#### CHANGE FROM APPLICATION

**Quantity** from 1 to 0

**Unit price** from \$29,999.95 to \$0.00

#### JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

### Portable Radios (must be P-25 Compliant)

#### DESCRIPTION

Four P-25 compliant portable radios.

|        | QUANTITY | UNIT PRICE | TOTAL  | BUDGET CLASS |
|--------|----------|------------|--------|--------------|
| Cost 1 | 0        | \$0.00     | \$0.00 | Equipment    |

#### CHANGE FROM APPLICATION

**Quantity** from 4 to 0

**Unit price** from \$3,297.90 to \$0.00

#### JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

### Thermal Imaging Camera (Must be NFPA 1801 Compliant)

#### DESCRIPTION

One thermal imagining camera

|        | QUANTITY | UNIT PRICE | TOTAL  | BUDGET CLASS |
|--------|----------|------------|--------|--------------|
| Cost 1 | 0        | \$0.00     | \$0.00 | Equipment    |

#### CHANGE FROM APPLICATION

**Quantity** from 1 to 0

**Unit price** from \$7,699.00 to \$0.00

#### JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

### Vehicle Extrication Equipment

#### DESCRIPTION

Rapid extrication kit with additional struts

|        | QUANTITY | UNIT PRICE | TOTAL  | BUDGET CLASS |
|--------|----------|------------|--------|--------------|
| Cost 1 | 0        | \$0.00     | \$0.00 | Equipment    |

#### CHANGE FROM APPLICATION

**Quantity** from 1 to 0

**Unit price** from \$33,868.40 to \$0.00

#### JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

## Electric/Gas Powered Saws/Tools

### DESCRIPTION

Enough electric and gas powered equipment to equip a structural engine and ladder truck

|        | QUANTITY | UNIT PRICE | TOTAL  | BUDGET CLASS |
|--------|----------|------------|--------|--------------|
| Cost 1 | 0        | \$0.00     | \$0.00 | Equipment    |

### CHANGE FROM APPLICATION

**Quantity** from 1 to 0

**Unit price** from \$3,547.90 to \$0.00

### JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

## Basic Hand Tools (Structural/Wildland)

### DESCRIPTION

enough hand tools to equip a structural engine and ladder truck

|        | QUANTITY | UNIT PRICE | TOTAL  | BUDGET CLASS |
|--------|----------|------------|--------|--------------|
| Cost 1 | 0        | \$0.00     | \$0.00 | Equipment    |

### CHANGE FROM APPLICATION

**Quantity** from 1 to 0

**Unit price** from \$10,758.04 to \$0.00

### JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

## IDLH Monitoring Equipment

### DESCRIPTION

One 4-gas monitoring devise

|        | QUANTITY | UNIT PRICE | TOTAL  | BUDGET CLASS |
|--------|----------|------------|--------|--------------|
| Cost 1 | 0        | \$0.00     | \$0.00 | Equipment    |

### CHANGE FROM APPLICATION

**Quantity** from 1 to 0

**Unit price** from \$2,446.39 to \$0.00

### JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

## Agreement Articles

**Program:** Fiscal Year 2022 Assistance to Firefighters Grant

**Recipient:** CITY OF PUEBLO

**UEI-EFT:** NJK3BNUDRHJ7

**DUNS number:** 010620284

**Award number:** EMW-2022-FG-05244

## Table of contents

|         |                                                                                                                                    |    |
|---------|------------------------------------------------------------------------------------------------------------------------------------|----|
| Article | Assurances, Administrative Requirements, Cost Principles, Representations and<br>Certifications                                    | 1  |
| Article | General Acknowledgements and Assurances                                                                                            | 2  |
| Article | Acknowledgement of Federal Funding from DHS                                                                                        | 3  |
| Article | Activities Conducted Abroad                                                                                                        | 4  |
| Article | Age Discrimination Act of 1975                                                                                                     | 5  |
| Article | Americans with Disabilities Act of 1990                                                                                            | 6  |
| Article | Best Practices for Collection and Use of Personally Identifiable Information                                                       | 7  |
| Article | Civil Rights Act of 1964 – Title VI                                                                                                | 8  |
| Article | Civil Rights Act of 1968                                                                                                           | 9  |
| Article | Copyright                                                                                                                          | 10 |
| Article | Debarment and Suspension                                                                                                           | 11 |
| Article | Drug-Free Workplace Regulations                                                                                                    | 12 |
| Article | Duplication of Benefits                                                                                                            | 13 |
| Article | Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX                                                       | 14 |
| Article | E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice<br>Practices to Enhance Public Trust and Public Safety | 15 |
| Article | Energy Policy and Conservation Act                                                                                                 | 16 |
| Article | False Claims Act and Program Fraud Civil Remedies                                                                                  | 17 |
| Article | Federal Debt Status                                                                                                                | 18 |
| Article | Federal Leadership on Reducing Text Messaging while Driving                                                                        | 19 |
| Article | Fly America Act of 1974                                                                                                            | 20 |
| Article | Hotel and Motel Fire Safety Act of 1990                                                                                            | 21 |
| Article | John S. McCain National Defense Authorization Act of Fiscal Year 2019                                                              | 22 |
| Article | Limited English Proficiency (Civil Rights Act of 1964, Title VI)                                                                   | 23 |
| Article | Lobbying Prohibitions                                                                                                              | 24 |
| Article | National Environmental Policy Act                                                                                                  | 25 |

|         |                                                                                         |    |
|---------|-----------------------------------------------------------------------------------------|----|
| Article | Nondiscrimination in Matters Pertaining to Faith-Based Organizations                    | 26 |
| Article | Non-Supplanting Requirement                                                             | 27 |
| Article | Notice of Funding Opportunity Requirements                                              | 28 |
| Article | Patents and Intellectual Property Rights                                                | 29 |
| Article | Procurement of Recovered Materials                                                      | 30 |
| Article | Rehabilitation Act of 1973                                                              | 31 |
| Article | Reporting of Matters Related to Recipient Integrity and Performance                     | 32 |
| Article | Reporting Subawards and Executive Compensation                                          | 33 |
| Article | Required Use of American Iron, Steel, Manufactured Products, and Construction Materials | 34 |
| Article | SAFECOM                                                                                 | 35 |
| Article | Terrorist Financing                                                                     | 36 |
| Article | Trafficking Victims Protection Act of 2000 (TVPA)                                       | 37 |
| Article | Universal Identifier and System of Award Management                                     | 38 |
| Article | USA PATRIOT Act of 2001                                                                 | 39 |
| Article | Use of DHS Seal, Logo and Flags                                                         | 40 |
| Article | Whistleblower Protection Act                                                            | 41 |
| Article | Environmental Planning and Historic Preservation (EHP) Review                           | 42 |
| Article | Applicability of DHS Standard Terms and Conditions to Tribes                            | 43 |
| Article | Acceptance of Post Award Changes                                                        | 44 |
| Article | Disposition of Equipment Acquired Under the Federal Award                               | 45 |
| Article | Prior Approval for Modification of Approved Budget                                      | 46 |
| Article | Indirect Cost Rate                                                                      | 47 |
| Article | Award Performance Goals                                                                 | 48 |



**Article 1****Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002. III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

**Article 2****General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

**Article 3****Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

**Article 4****Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

|                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
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| <b>Article 5</b> | <b>Age Discrimination Act of 1975</b><br>Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Article 6</b> | <b>Americans with Disabilities Act of 1990</b><br>Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Article 7</b> | <b>Best Practices for Collection and Use of Personally Identifiable Information</b><br>Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.                                                                                                                                                                                                                                                                                                                                      |
| <b>Article 8</b> | <b>Civil Rights Act of 1964 – Title VI</b><br>Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Article 9</b> | <b>Civil Rights Act of 1968</b><br>Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.) |

|                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Article 10</b> | <b>Copyright</b><br>Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Article 11</b> | <b>Debarment and Suspension</b><br>Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Article 12</b> | <b>Drug-Free Workplace Regulations</b><br>Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Article 13</b> | <b>Duplication of Benefits</b><br>Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. |
| <b>Article 14</b> | <b>Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX</b><br>Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.                                                                                                                                                                                                                                                                                          |

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| <b>Article 15</b> | <b>E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety</b><br>Recipients State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.                                                                        |
| <b>Article 16</b> | <b>Energy Policy and Conservation Act</b><br>Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.                                                                                                                                                                                           |
| <b>Article 17</b> | <b>False Claims Act and Program Fraud Civil Remedies</b><br>Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801- 3812, which details the administrative remedies for false claims and statements made.)                                                                                                                                                                              |
| <b>Article 18</b> | <b>Federal Debt Status</b><br>All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)                                                                                                                                                                                                                                                                                    |
| <b>Article 19</b> | <b>Federal Leadership on Reducing Text Messaging while Driving</b><br>Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.                                                                                                                                                                     |
| <b>Article 20</b> | <b>Fly America Act of 1974</b><br>Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942. |

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| <b>Article 21</b> | <b>Hotel and Motel Fire Safety Act of 1990</b><br>Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Article 22</b> | <b>John S. McCain National Defense Authorization Act of Fiscal Year 2019</b><br>Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons                                                                                                                                                                                               |
| <b>Article 23</b> | <b>Limited English Proficiency (Civil Rights Act of 1964, Title VI)</b><br>Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <a href="https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited">https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited</a> and additional resources on <a href="http://www.lep.gov">http://www.lep.gov</a> . |
| <b>Article 24</b> | <b>Lobbying Prohibitions</b><br>Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.                                                                                                                                                                                                                                                                                                                                                                 |

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| <b>Article 25</b> | <b>National Environmental Policy Act</b><br>Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans |
| <b>Article 26</b> | <b>Nondiscrimination in Matters Pertaining to Faith-Based Organizations</b><br>It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.                                                                                 |
| <b>Article 27</b> | <b>Non-Supplanting Requirement</b><br>Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Article 28</b> | <b>Notice of Funding Opportunity Requirements</b><br>All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.                                                                                                                                                                                                                                                                                                                                      |
| <b>Article 29</b> | <b>Patents and Intellectual Property Rights</b><br>Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.                                                                                                                                                                                                                                 |



|                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Article 30</b> | <p><b>Procurement of Recovered Materials</b></p> <p>States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.</p>                                                                                                                                                                                                                    |
| <b>Article 31</b> | <p><b>Rehabilitation Act of 1973</b></p> <p>Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.</p>                                                                                                                                                                                                                                                                                                      |
| <b>Article 32</b> | <p><b>Reporting of Matters Related to Recipient Integrity and Performance</b></p> <p>General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.</p>                                                                                                                                               |
| <b>Article 33</b> | <p><b>Reporting Subawards and Executive Compensation</b></p> <p>Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.</p>                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Article 34</b> | <p><b>Required Use of American Iron, Steel, Manufactured Products, and Construction Materials</b></p> <p>Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was</p> |

manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the “Build America, Buy America” provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

#### **Article 35**

#### **SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

|                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
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| <b>Article 36</b> | <b>Terrorist Financing</b><br>Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.                                                                                                                                          |
| <b>Article 37</b> | <b>Trafficking Victims Protection Act of 2000 (TVPA)</b><br>Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.                  |
| <b>Article 38</b> | <b>Universal Identifier and System of Award Management</b><br>Requirements for System for Award Management and Unique Entity Identifier<br>Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference. |
| <b>Article 39</b> | <b>USA PATRIOT Act of 2001</b><br>Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.                                                                                                                                                                      |
| <b>Article 40</b> | <b>Use of DHS Seal, Logo and Flags</b><br>Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.                                                                                                      |
| <b>Article 41</b> | <b>Whistleblower Protection Act</b><br>Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.                                                                                                                                                                                                                    |

**Article 42****Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

**Article 43****Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

**Article 44****Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/ GMD Call Center at (866) 927-5646 or via e-mail to: [ASK-GMD@fema.dhs.gov](mailto:ASK-GMD@fema.dhs.gov) if you have any questions.

|                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Article 45</b> | <p><b>Disposition of Equipment Acquired Under the Federal Award</b></p> <p>For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Article 46</b> | <p><b>Prior Approval for Modification of Approved Budget</b></p> <p>Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.</p> |
| <b>Article 47</b> | <p><b>Indirect Cost Rate</b></p> <p>2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Article 48</b> | <p><b>Award Performance Goals</b></p> <p>FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

## Obligating document

|                                                                                                                                                                                                                                     |                                                     |                                                                                                                                              |                                                                                         |                                                                                                                                 |                                                                                                               |                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|------------------------------------------|
| <b>1. Agreement No.</b><br>EMW-2022-FG-05244                                                                                                                                                                                        | <b>2. Amendment No.</b><br>N/A                      | <b>3. Recipient No.</b><br>846000615                                                                                                         | <b>4. Type of Action</b><br>AWARD                                                       | <b>5. Control No.</b><br>WX01191N2023T                                                                                          |                                                                                                               |                                          |
| <b>6. Recipient Name and Address</b><br>CITY OF PUEBLO<br>1 CITY HALL PL<br>PUEBLO, CO 81003                                                                                                                                        |                                                     | <b>7. Issuing FEMA Office and Address</b><br>Grant Programs Directorate<br>500 C Street, S.W.<br>Washington DC, 20528-7000<br>1-866-927-5646 |                                                                                         | <b>8. Payment Office and Address</b><br>FEMA, Financial Services Branch<br>500 C Street, S.W., Room 723<br>Washington DC, 20742 |                                                                                                               |                                          |
| <b>9. Name of Recipient Project Officer</b><br>Luann Martinez                                                                                                                                                                       |                                                     | <b>9a. Phone No.</b><br>719-5687726                                                                                                          | <b>10. Name of FEMA Project Coordinator</b><br>Assistance to Firefighters Grant Program |                                                                                                                                 | <b>10a. Phone No.</b><br>1-866-274-0960                                                                       |                                          |
| <b>11. Effective Date of This Action</b><br><br>08/07/2023                                                                                                                                                                          | <b>12. Method of Payment</b><br><br>OTHER - FEMA GO |                                                                                                                                              | <b>13. Assistance Arrangement</b><br><br>COST SHARING                                   |                                                                                                                                 | <b>14. Performance Period</b><br>08/14/2023 to 08/13/2025<br><b>Budget Period</b><br>08/14/2023 to 08/13/2025 |                                          |
| <b>15. Description of Action a. (Indicate funding data for awards or financial changes)</b>                                                                                                                                         |                                                     |                                                                                                                                              |                                                                                         |                                                                                                                                 |                                                                                                               |                                          |
| <b>Program Name Abbreviation</b>                                                                                                                                                                                                    | <b>Assistance Listings No.</b>                      | <b>Accounting Data(ACCS Code)</b>                                                                                                            | <b>Prior Total Award</b>                                                                | <b>Amount Awarded This Action + or (-)</b>                                                                                      | <b>Current Total Award</b>                                                                                    | <b>Cumulative Non-Federal Commitment</b> |
| AFG                                                                                                                                                                                                                                 | 97.044                                              | 2023-F2-GB01 - P410-xxxx-4101-D                                                                                                              | \$0.00                                                                                  | \$37,080.00                                                                                                                     | \$37,080.00                                                                                                   | \$0.00                                   |
| Totals                                                                                                                                                                                                                              |                                                     |                                                                                                                                              | \$0.00                                                                                  | \$37,080.00                                                                                                                     | \$37,080.00                                                                                                   | \$0.00                                   |
| <b>b. To describe changes other than funding data or financial changes, attach schedule and check here:</b><br>N/A                                                                                                                  |                                                     |                                                                                                                                              |                                                                                         |                                                                                                                                 |                                                                                                               |                                          |
| <b><del>16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)</del></b><br>This field is not applicable for digitally signed grant agreements |                                                     |                                                                                                                                              |                                                                                         |                                                                                                                                 |                                                                                                               |                                          |

|                                                                 |                   |
|-----------------------------------------------------------------|-------------------|
| <b>17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)</b>        | <b>DATE</b>       |
| <b>Luann Martinez</b>                                           | <b>08/11/2023</b> |
| <b>18. FEMA SIGNATORY OFFICIAL (Name and Title)</b>             | <b>DATE</b>       |
| <b>PAMELA WILLIAMS, Assistant Administrator, Grant Programs</b> | <b>08/07/2023</b> |





**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** September 11, 2023

**TO:** President Heather Graham and Members of City Council

**CC:** Mayor Nicholas A. Gradisar

**VIA:** Marisa Stoller, City Clerk

**FROM:** Chris Noeller, Chief of Police

**SUBJECT:** AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) FOR THE "A STEP TOWARDS REDUCING TRAFFIC FATALITIES" GRANT, IN THE AMOUNT OF \$75,000, FROM OCTOBER 1ST, 2023 THROUGH SEPTEMBER 30TH, 2024, ESTABLISHING PROJECT NUMBER PS2312, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2312, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

**SUMMARY:**

The Colorado Department of Transportation (CDOT) has informed the Pueblo Police Department that funds are available for "A Step Towards Reducing Traffic Fatalities" grant. The term of this grant covers the period from October 1st, 2023 through September 30th, 2024.

**PREVIOUS COUNCIL ACTION:**

Previous grants of this nature have routinely been approved each year.

**BACKGROUND:**

This grant, if approved, will allow the Pueblo Police Department to increase its efforts in speed enforcement. We anticipate that a continued enforcement presence will be needed to have a long-lasting impact on those who fail to abide by posted speed limits. We have responded to many serious injury or fatal accidents where speed is a factor and CDOT funding will allow the dedication of full-time officers to address these issues.

**FINANCIAL IMPLICATIONS:**

This grant will require staff time for project management and reporting. This grant also pays 100% of eligible expenses and requires no grant match. Costs associated with

this grant will be paid for through the Public Safety Grant fund.

**BOARD/COMMISSION RECOMMENDATION:**

None.

**STAKEHOLDER PROCESS:**

There is no stakeholder process required for this grant.

**ALTERNATIVES:**

Decline the CDOT Grant offer.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. 2. Model Small Dollar Grant Awards and Content Final 6-17-19
2. FY24 Award Letter PPD
3. Purchase Order

ORDINANCE NO. 10551

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) FOR THE "A STEP TOWARDS REDUCING TRAFFIC FATALITIES" GRANT, IN THE AMOUNT OF \$75,000, FROM OCTOBER 1ST, 2023 THROUGH SEPTEMBER 30TH, 2024, ESTABLISHING PROJECT NUMBER PS2312, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2312, 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 accept funding from the State of Colorado for public and municipal purposes; and

WHEREAS, the Colorado Department of Transportation has tendered an Award Letter, Purchase Order, and the State of Colorado Small Dollar Grant Award Terms & Conditions (the "Grant Award") for the 2023-2024 "A Step Towards Reducing Traffic Fatalities" Speed Enforcement funding in an initial amount of \$75,000 upon conditions recited therein or incorporated therein by reference;

WHEREAS, the State has made additional awards of funds in the past under previous grant awards and the 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 funding for the purposes for which it has been made is in the best interest of the City and will benefit the health, welfare, and safety of the citizens of the City; NOW THEREFORE,

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

SECTION 1.

The Grant Award between the City of Pueblo, a Municipal Corporation, and the State of Colorado Department of Transportation for the 2023-2024 "A Step Towards Reducing Traffic Fatalities" grant, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

The Mayor is hereby authorized to execute the Purchase Order in the name of and on behalf of the City, and the City Clerk shall affix the Seal of the City to the Purchase Order and attest the same.

SECTION 3.

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

SECTION 4.

Project Number PS2312 is hereby established in the Public Safety Grants Fund. All current and future funds accepted under this ordinance shall be budgeted and appropriated into Project Number PS2312 by the Finance Department. Said funds shall only be expended and used for this project.

SECTION 5.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance to implement 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 August 28, 2023.

Final adoption of Ordinance by City Council on September 11, 2023.

  
\_\_\_\_\_  
President of City Council

**Action by the Mayor:**

☒ Approved on September 18, 2023.

☐ Disapproved on \_\_\_\_\_ based on the following objections:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

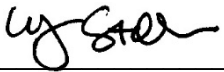
  
\_\_\_\_\_  
Mayor

**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 CONTROLLER POLICY

## **MODEL SMALL DOLLAR GRANT AWARDS AND CONTENT**

This is a State Controller Contract, Grant, and Purchase Order Policy under the State Fiscal Rules. All Small Dollar Grant Awards shall use one of the approved models Small Dollar Grant Award or Grant Agreement forms described in Fiscal Rule 3-4 unless the State Agency or Institution of Higher Education (IHE) has obtained the prior written approval from the Office of the State Controller (OSC).

**1) Available Model Small Dollar Grant Awards.** The following model Small Dollar Grant Awards may be used by State Agencies and IHEs without additional approval from the OSC:

- a. Financial System Generated Small Dollar Grant Awards.** This model is the system-generated document resulting from a Colorado Operations Resource Engine (CORE) POGG1 encumbrance or through another approved state financial system, which also explicitly references a link to the State of Colorado Small Dollar Grant Award Terms and Conditions that are attached to this policy. This model does not include other documents with a similar or the same appearance as one of these documents that is not generated within the financial system
- b. Other Approved Forms.** A State Agency or IHE, at the discretion of the State Agency's or IHE's Procurement Official or State Controller delegate, may request other approved forms from the OSC.
- c. Backup Forms.** If CORE or the approved state financial system used by the State Agency or IHE is unavailable for an extended period of time when a Small Dollar Grant Award must be issued, the State Agency or IHE, with the prior approval of the OSC, may use a backup form with the same or substantially similar appearance as one of the documents described in **§1)a.**

**2) Modifications of Model Small Dollar Grant Awards.** A State Agency or Institution of Higher Education issuing a Small Dollar Grant Award may not modify the State of Colorado Small Dollar Grant Award Terms and Conditions attached to this policy, including Addendum 1: Additional Terms & Conditions for Information Technology ("Addendum"), in any way without prior written approval of the OSC.

- a. Exception.** The Office of Information Technology (OIT) may modify the provisions of Addendum for the State of Colorado Small Dollar Grant Awards specifically issued by OIT with the prior written approval of the Procurement Official of OIT or authorized delegate, without obtaining additional approval from OSC.
- b. Unauthorized Modifications.** Except as described in **§2)a.**, the failure of a State Agency or IHE to obtain approval from the OSC prior to issuing a Small Dollar Grant Award with modified the State of Colorado Small Dollar Grant Award Terms and Conditions shall constitute a violation of Fiscal Rule 3-4, §§ 4.1.7. and 5.1.

**3) Small Dollar Grant Award Exhibits and References.** All Small Dollar Grant Awards shall either include or specifically reference the State of Colorado Small Dollar Grant Award Terms and Conditions by hyperlink or, if modified in accordance with **§2)**, attach the modified State of Colorado Small Dollar Grant Award Terms and Conditions and shall clarify on the Small Dollar Grant Award that the attached modified State of Colorado Small Dollar Grant Award Terms and Conditions shall govern the Small Dollar Grant Award in lieu of the State of Colorado Small Dollar Grant Award Terms and Conditions referenced by hyperlink. Small Dollar Grant Awards shall also include any additional exhibits, based on the nature of the work performed under the Small Dollar Grant Award, as required by any other state

## STATE CONTROLLER POLICY

and/or federal agency with authority over that type of work or by any entity providing funding for the Small Dollar Grant Award, including, but not limited to, the following:

- a. Additional information technology provisions required by OIT.
- b. Additional provisions required to comply with the Office of Management and Budget Uniform Guidance, or the Federal Funding Accountability and Transparency Act, or any other applicable federal terms and conditions.
- c. Any federally required attachments relating to confidential information, such as a Health Information Portability and Accountability Act (HIPAA) Business Associate Addendum or a Federal Tax Information Exhibit.



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



# STATE CONTROLLER POLICY

## 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 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)** the Small dollar Grant Award document; **(2)** these terms and conditions (including, if applicable, Addendum 1 below); and **(3)** 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 by a Recipient to a Subrecipient; **(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; **(h) "Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; **(i) "Matching Funds"** mean the funds provided by the Grantee to meet cost sharing requirements described in this Agreement; **(j) "Recipient"** means the State agency identified on the face of the Small Dollar Grant Award; **(k) "Subcontractor"** means third parties, if any, engaged by Grantee to aid in performance of the Work; **(l) "Subrecipient"** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a program, but does not include an individual that is a beneficiary of such program; **(m) "Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, identified as the 2 C.F.R. (Code of Federal Regulations) Part 200, commonly known as the "Super Circular," which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular a-50 on Single Audit Act follow-up; and **(n) "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"). 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

# STATE CONTROLLER POLICY

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. The State shall not be liable for the payment of any excise, sales, or use taxes imposed on Grantee. A tax exemption certificate will be made available upon Grantee's request. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

**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 Agreement.

**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

# STATE CONTROLLER POLICY

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



# STATE CONTROLLER POLICY

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.

# STATE CONTROLLER POLICY

## 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

# STATE CONTROLLER POLICY

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.*

**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 restrictions.

**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](http://www.oit.state.co.us/about/policies). Grantee shall not allow remote access to State Records from outside the United States, including access by

# STATE CONTROLLER POLICY

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.





# COLORADO

## Department of Transportation

Office of Transportation  
Safety & Risk Management  
2829 W. Howard Place  
Denver, CO 80204-2305

Date April 19, 2023

Agency Pueblo Police Department  
Name Sgt. M. Sincerbox  
Address 200 S. Main St. Pueblo, CO, 81003

Re: Application for Federal Fiscal Year 2024  
"Reducing Fatal Crashes through Speed Enforcement" in the amount of \$75,000.00

Dear Sgt. 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. This amount may be modified or reduced from the amount you requested in the application. Final authorization of the award amount is contingent upon the National Highway Traffic Safety Administration's approval of the 2024 Colorado Triannual Highway Safety Plan. In addition, submittal and acceptance of modified budgets, action plans and/or activities may also be required.

The HSO will be the Host agency for the 2024 Lifesavers Conference taking place in Denver March 9-11, 2024 and a 2024 Traffic Safety Summit, location TBD. Please adjust your approved budget, listed above, to include expenses related to attending these events.

This letter does not constitute a contract or a notice to proceed. This letter does not authorize any reimbursable activity or expenditures until an action plan is negotiated and developed and a contract or purchase order is issued. The awarded amount is also dependent on funds being appropriated at the federal level and becoming available to CDOT.

Please contact me at [jimmy.bath@state.co.us](mailto:jimmy.bath@state.co.us) to discuss modifications and special conditions that may be associated with your contract or purchase order. Thank you for your commitment toward traffic safety.

Sincerely,

Jim Bath  
Program Manager



Colorado Dept of Transportation  
2829 W. Howard Place  
Denver CO 80204

DATE: 06/26/2023



**Purchase Order**  
State of Colorado

**Buyer:** David Musgrave  
**Phone Number:** 303-757-9861  
**Agency Contact:** Lisa Totman  
**Phone Number:** 303-512-5003

**IMPORTANT**  
The PO# and Line#  
must appear on all  
invoices, packing  
slips, cartons and  
correspondence

**PO# 411035684**  
**Award#:**  
**BID#:**



Page# 1 of 1

**Vendor Master#:** 2000036  
**Phone:** 719-553-2643  
**Vendor Contact:**

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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: 09/30/2024**

**INSTRUCTIONS TO VENDOR**  
  
1. If for any reason, delivery of this order is delayed beyond the delivery/Installation date shown, please notify the agency contact named at the top left (Right of cancellation is reserved in instances in which timely delivery is not made). 2. All chemicals, equipment and materials must conform to the standards required by OSHA. 3. NOTE: Additional terms and conditions on reverse side or at address shown in Special Instructions.

**SPECIAL INSTRUCTIONS**

| LINE  | PRODUCT NUMBER<br>PRODUCT CATEGORY<br>DESCRIPTION | UOM<br>PLANT | QUANTITY  | UNIT COST | TOTAL ITEM COST |
|-------|---------------------------------------------------|--------------|-----------|-----------|-----------------|
| 00001 | 92585<br>OTS Grant - FFY24<br>Pueblo PD PTS       | AU<br>7001   | 75,000.00 | 1.00      | 75,000.00       |

I agree to comply with the statements made and contained under the title Certification and Assurances in the Office of Transportation Safety approved application. No expenditures against this project will be paid prior to October 2023 or the PO effective date, whichever is later.

The Small Dollar Grant Award Terms and Conditions supersede CDOT's Standard Terms and Conditions and can be found on our website:  
<https://www.codot.gov/business/procurement-and-contract-services> or directly at:  
[https://drive.google.com/file/d/1yuG\\_ONneXUAPiMPuOqDq\\_WGZJlOPqf6Y/view](https://drive.google.com/file/d/1yuG_ONneXUAPiMPuOqDq_WGZJlOPqf6Y/view)

**DOCUMENT TOTAL: 75,000.00**

THIS PO IS ISSUED IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS  
<https://docs.google.com/document/d/163tsdL-HL3aALGtSuB8n37nDs0jVdrLk/edit?usp=sharing&ouid=115488077715681115005&rtpof=true&sd=true>  
DP-01 (R-02/06)

FOR THE STATE OF COLORADO

Authorized Signature Date

Signature not required if PO transmitted electronically.



**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** September 11, 2023

**TO:** President Heather Graham and Members of City Council

**CC:** Mayor Nicholas A. Gradisar

**VIA:** Marisa Stoller, City Clerk

**FROM:** Andrew Hayes, Public Works Director

**SUBJECT:** A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$87,650 TO BAHAM CONSTRUCTION INC., FOR PROJECT NO. 23-122, FIRE STATION #5 - TRUCK BAY CONCRETE REPLACEMENT, SETTING FORTH \$17,530 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

**SUMMARY:**

Attached is a resolution awarding a Construction Contract to Baha Construction, Inc., for Project No. 23-122, Fire Station #5 - Truck Bay Concrete Replacement.

**PREVIOUS COUNCIL ACTION:**

None.

**BACKGROUND:**

In general, this project will consist of the replacement of the concrete flooring and subbase under the truck bays at Fire Station # 5. The Resolution awards the Construction Contract to Baha Construction, Inc.

**FINANCIAL IMPLICATIONS:**

Funding (including contingencies) in the amount of \$105,180.00 will be paid from account Project No. CIAN20 City Building Repairs.

**BOARD/COMMISSION RECOMMENDATION:**

None.

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

Denial of this resolution will cancel the project.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

1. 23-122 Bid Summary

RESOLUTION NO. 15371

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT  
IN THE AMOUNT OF \$87,650 TO BAHAM CONSTRUCTION INC.,  
FOR PROJECT NO. 23-122, FIRE STATION #5 - TRUCK BAY  
CONCRETE REPLACEMENT, SETTING FORTH \$17,530 FOR  
CONTINGENCIES, AND AUTHORIZING THE PURCHASING  
AGENT TO EXECUTE SAME

WHEREAS, bids for Project No. 23-122, Fire Station #5 - Truck Bay Concrete Replacement have been received and examined; and,

WHEREAS, the proposal of Baha Construction, Inc., 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. 23-122, Fire Station #5 - Truck Bay Concrete Replacement, to be performed, and the contract for said project is hereby awarded to Baha Construction, Inc., in the amount of \$87,650.00.

SECTION 2.

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

SECTION 3.

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.....\$17,530.00

SECTION 4.

Funds for Project No. 23-122 (including contingencies and additional work), in the amount of \$105,180.00 shall be from account Project No. CIAN20, City Building Repairs.

SECTION 5.

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

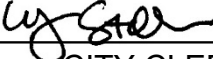
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 11, 2023

BY: Vicente Martinez Ortega  
MEMBER OF CITY COUNCIL

APPROVED:   
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK



City of Pueblo  
**Purchasing**

Naomi Hedden, Director  
230 S. Mechanic St., Pueblo, CO 81003

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**EVALUATION TABULATION**

IFB No. 23-122 (CIAN20)

Fire Station #5 - Truck Bay Concrete Replacement

RESPONSE DEADLINE: August 30, 2023 at 10:00 am

Report Generated: Wednesday, August 30, 2023

**SELECTED VENDOR TOTALS**

| Vendor                  | Total        |
|-------------------------|--------------|
| Baha Construction, Inc. | \$87,650.00  |
| Garcia Concrete llc     | \$128,224.40 |



EVALUATION TABULATION  
 IFB No. 23-122 (CIAN20)  
 Fire Station #5 - Truck Bay Concrete Replacement

BASE BID

| Base Bid |           |                                                      |          |                 | Baha Construction, Inc. |             | Garcia Concrete llc |              |
|----------|-----------|------------------------------------------------------|----------|-----------------|-------------------------|-------------|---------------------|--------------|
| Selected | Line Item | Description                                          | Quantity | Unit of Measure | Unit Cost               | Total       | Unit Cost           | Total        |
| X        | 1         | Demo existing concrete foundation                    | 1550     | SF              | \$9.00                  | \$13,950.00 | \$7.50              | \$11,625.00  |
| X        | 2         | Excavate unsatisfactory subgrade soils               | 180      | CY              | \$35.00                 | \$6,300.00  | \$43.92             | \$7,905.60   |
| X        | 3         | Place and compact new subgrade                       | 300      | TONS            | \$75.00                 | \$22,500.00 | \$49.50             | \$14,850.00  |
| X        | 4         | Place new 7-inch reinforced concrete slab foundation | 1550     | SF              | \$20.00                 | \$31,000.00 | \$34.00             | \$52,700.00  |
| X        | 5         | Remove 3-inch Floor drain                            | 3        | EA              | \$300.00                | \$900.00    | \$1,496.00          | \$4,488.00   |
| X        | 6         | Install new 3-inch Floor drain                       | 3        | EA              | \$500.00                | \$1,500.00  | \$2,214.00          | \$6,642.00   |
| X        | 8         | Demo abandoned galvanized boiler piping              | 1        | LS              | \$700.00                | \$700.00    | \$10,962.00         | \$10,962.00  |
| X        | 9         | Remove and replace 3-inch drain piping (SCH40 PVC)   | 40       | LF              | \$40.00                 | \$1,600.00  | \$134.00            | \$5,360.00   |
| X        | 10        | Remove and Replace 4-inch drain piping (SCH40 PVC)   | 60       | LF              | \$45.00                 | \$2,700.00  | \$114.53            | \$6,871.80   |
| X        | 11        | Mobilization                                         | 1        | LS              | \$6,500.00              | \$6,500.00  | \$6,820.00          | \$6,820.00   |
| Total    |           |                                                      |          |                 |                         | \$87,650.00 |                     | \$128,224.40 |

EVALUATION TABULATION  
IFB No. 23-122 (CIAN20)  
Fire Station #5 - Truck Bay Concrete Replacement

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**VENDOR QUESTIONNAIRE PASS/FAIL**

| Question Title                                           | Baha Construction, Inc. | Garcia Concrete llc |
|----------------------------------------------------------|-------------------------|---------------------|
| BID GUARANTEE                                            | Pass                    | Pass                |
| CONFIRMATION OF UNDERSTANDING AND OFFER                  | Pass                    | Pass                |
| NAME, TITLE, AND CONTACT INFORMATION                     | Pass                    | Pass                |
| ACKNOWLEDGEMENTS                                         |                         |                     |
| AFFIRMATIVE ACTION PLAN REQUIREMENT:                     | Pass                    | Pass                |
| COLORADO LABOR REQUIREMENT:                              | Pass                    | Pass                |
| SALES AND/OR USE TAX INFORMATION                         | Pass                    | Pass                |
| Has/is this firm or any officer or partner of this firm: |                         |                     |
| Convicted of a criminal offense                          | Pass                    | Pass                |
| Convicted under state or federal statutes                | Pass                    | Pass                |
| Convicted under state or federal antitrust statutes      | Pass                    | Pass                |
| Failed to perform                                        | Pass                    | Pass                |
| Suspension or Debarment                                  | Pass                    | Pass                |
| Unqualified                                              | Pass                    | Pass                |
| Unlicensed                                               | Pass                    | Pass                |
| Delinquent                                               | Pass                    | Pass                |
| Confirmation                                             | Pass                    | Pass                |