



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

**MONDAY, SEPTEMBER 25, 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 Tony Amaya, Pueblo Christian Center

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

E1 Proclamation Presentation: "Captain Eric Bravo Day: September 25, 2023" - Marlene Bravo, Wife and Aaron Bravo, Brother

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 September 11, 2023, as distributed.

J1 City Council Minutes September 11, 2023

K. PUBLIC HEARINGS

K1 Public Hearing for the purpose of receiving public testimony as it pertains to the proposed annexation of the area commonly known as the Dorcy Community Housing Annexation described as 10.74-acres generally located south of Red Creek Springs Road and north of the Kingsroyal Boulevard terminus
REQUIRED COUNCIL ACTION: Open the Hearing, Receive Public Testimony, and Close the Hearing. Reference item S2

L. 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.

M. RESOLUTIONS

- M1 A Resolution authorizing payment in an amount of up to \$1,500,000.00 from Project CI2113 - American Rescue Plan Act to establish a real time crime center as authorized by Section 603(c)(1)(A) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6(b)(3)(i)(D)
- M2 A Resolution awarding a construction contract in the amount of \$27,220.80 to Impact Industrial Services, LLC., a Colorado Limited Liability Company for Project No. 23-109, Abate and Demolish - 718 West 4th Street (CDBG), setting forth \$4,083.20 for contingencies, and authorizing the Purchasing Agent to execute same
- M3 A Resolution transferring funds in the amount of \$10,000 from the "2023" Public Works Operating Budget for contract services, approving Amendment No. 1 to the Agreement for Professional Engineering Services in the amount of \$7,700 between the City of Pueblo, a Colorado Municipal Corporation, and NorthStar Engineering and Surveying, Inc., for Project No. 22a-039 Engineering and Surveying Services for Platting of Fire Station No. 8 Project, and authorizing the purchasing agent to execute same.
- M4 A Resolution authorizing The City of Pueblo to refund sanitary sewer fees of \$788.89 to Timothy McDowell
- M5 A Resolution appointing the City Clerk as the Designated Election Official for the General Municipal Election to be held on November 7, 2023 and directing the City Clerk to certify the content of the ballot for said election
- M6 A Resolution approving and adopting findings and determinations concerning the proposed annexation of the area commonly known as the Dorcy Community Housing Annexation described as 10.74-acres generally located south of Red Creek Springs Road and north of the Kingsroyal Boulevard terminus
- M7 A Resolution approving a Professional Services Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Eric Sarracino, for services with respect to Project No. CI2113 - American Rescue Plan Act for the Mitchell Park Mural Project, and authorizing the Mayor to execute the same
- M8 A Resolution authorizing the issuance of a revocable permit (REV-23-30) to Grassroots Gravel for the use of the northeast-bound lanes of Union Avenue from Corona Avenue to "B" Street and "B" Street between Union Avenue and the Main Street overpass to host a cycling event
- M9 A Resolution authorizing the issuance of a revocable permit (REV-23-36) to The Walter Brewing Company Walter's Beer, LLC., for the use of the intersection at "D" Street and Oneida Street to the northern property edge of The Walter Brewing Company property line to host their 2nd Annual Oktoberfest event starting on October 06, 2023 through October 08, 2023
- M10 A Resolution ratifying the appointment of Jeffrey Deherrera to the Pueblo City-County Library District Board of Trustees

N. ORDINANCES – FIRST PRESENTATION

- N1 An Ordinance accepting a small dollar grant from the Colorado Energy Office in the

amount of \$40,000.00, establishing finance account Project No. CI2325 Electric Vehicle Readiness Plan, transferring \$10,000 from the unappropriated fund balance of the General Fund into account project CI2325, budgeting and appropriating \$50,000.00 into said project account, and authorizing the Mayor to execute the purchase order agreement on behalf of the City

- N2 An Ordinance approving and accepting a Colorado Department of Law Peace Officer Standards and Training (POST) grant, July 1, 2023 through March 31, 2024, establishing project number PS2310, transferring funds not to exceed the amount of \$5,347.20; transferring \$4,947.20 from projects-to-be-determined in the Public Safety Grants Fund, and transferring \$400.00 from the Police Department's Grant Match Budget in the Public Safety Fund
- N3 An Ordinance approving a Memorandum of Understanding between the City of Pueblo and Health Solutions of Pueblo, a non-profit organization, relating to the delivery of services via the Solutions Outreach Services Team (S.O.S. Team), and authorizing the Mayor's signature thereto
- N4 An Ordinance approving a Memorandum of Understanding between the National Insurance Crime Bureau (NICB) and the City of Pueblo relating to authorized access to NICB resources to assist in the investigation of theft and fraud-related crimes, and authorizing the Mayor to execute same
- N5 An Ordinance approving and adopting a substantial amendment to the City of Pueblo's FY2020 Action Plan to add an additional project to the FY2020 Annual Action Plan to acquire and rehabilitate 710 W. 4th Street, Pueblo, CO to provide a warming shelter utilizing case management and navigation services for the homeless and authorizing the Mayor to execute and submit the substantial amendment together with all required and necessary certifications, assurances, and documentation to the U.S. Department of Housing and Urban Development
- N6 An Ordinance approving and authorizing the Mayor to execute an Intergovernmental Agreement between the City of Pueblo, a Colorado Municipal Corporation and the County of Pueblo, a political subdivision of the State of Colorado, relating to the 2024 Special Election – Mayoral Runoff
- N7 An Ordinance fixing the monthly salaries of the members and President of the City Council at \$2,100 and \$2,700 respectively
- N8 An Ordinance approving a subrecipient agreement authorizing payment in an amount of up to \$900,000 from project CI2113 - American Rescue Plan Act to Neighborworks Southern Colorado, Inc. to construct necessary infrastructure improvements for affordable housing units as authorized by section 603(c)(1)(A) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 C.F.R. § 35.6 (b) (3) (ii) (A) (5) and authorizing the mayor to execute same
- N9 An Ordinance approving a subrecipient agreement authorizing payment in an amount of up to \$400,000 of Community Development Block Grant – COVID-19 funds to the Pueblo Rescue Mission through a subrecipient agreement to purchase real property located at 710 West 4th Street, Pueblo, CO and make certain improvements to the property to provide a warming shelter for the Pueblo community during weather emergencies declared by the City and authorizing the Mayor to execute the same

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 October 10, 2023 , and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

- Q1 A Resolution adopting a fee schedule for Liquor and Beer License applications and permits and repealing Resolution 13529
- Q2 A Resolution authorizing payment from the Council Contingencies account in the 2023 general fund budget to Spark the Change Colorado in the amount of \$2,000 to sponsor a Suicide Memory Walk on September 30, 2023 at Lake Minnequa Veteran's Memorial Park

R. ORDINANCES – FINAL PRESENTATION

- R1 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 - *Introduced September 11, 2023 by Councilor Vicente Martinez Ortega*
- R2 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 - *Introduced September 11, 2023 by Councilor Vicente Martinez Ortega*
- R3 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 - *Introduced September 11, 2023 by Councilor Vicente Martinez Ortega*
- R4 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 - *Introduced September 11, 2023 by Councilor Vicente Martinez Ortega*

S. QUASI-JUDICIAL PROCEEDINGS

- S1 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 - *Introduced September 11, 2023 by Councilor Vicente Martinez Ortega*
- S2 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, 10th Filing and west of the Meadows, Filing 4 Subdivision - *Introduced September 11, 2023 by Councilor Vicente Martinez Ortega*
- S3 An Ordinance vacating a 0.167-acre drainage easement within lot 1 and lot 2 of the Gredig Subdivision - *Introduced September 11, 2023 by Councilor Vicente Martinez Ortega*
- S4 An Ordinance approving the North Vista Highlands, Filing No. 7 Subdivision - *Introduced September 11, 2023 by Councilor Vicente Martinez Ortega*
- S5 An Ordinance vacating a ten-foot by one hundred and twenty-three-foot strip of Summit Avenue right-of-way - *Introduced September 11, 2023 by Councilor Vicente Martinez Ortega*
- S6 An Ordinance amending zoning restrictions from R-4, Mixed Residential Zone District to

RCN, Residential Charter Neighborhood Zone District for 945 East Routt Avenue -
Introduced September 11, 2023 by Councilor Vicente Martinez Ortega

- S7 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 - *Introduced September 11, 2023 by Councilor Vicente Martinez Ortega*
- S8 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 - *Introduced September 11, 2023 by Councilor Vicente Martinez Ortega*

T. ADJOURN



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, SEPTEMBER 11, 2023 - 7:00 PM
MINUTES**

A. CALL TO ORDER

President Graham called the meeting to order at 7 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: Chief of Staff Laura Solano, City Attorney George Hypolite, City Clerk Marisa Stoller.

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

- Michelle Gray - City Hall Town Hall
- Ted Freeman - Corruption
- Elvis Martinez - City Council and more
- Steve Villegas - City of Pueblo
- Susan Finzel - Fountain Creek Watershed - Creek Week

- Marty Klouovy - High weeds/sidewalk/ADA

G. COUNCIL MEMBER AND MAYOR COMMENTARY

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

H. REVIEW OF AGENDA

The agenda was reviewed page by page.

I. APPROVAL OF AGENDA

Councilor Martinez, seconded by Councilor Martinez Ortega, moved to move item M2 to the regular agenda and approve the agenda as modified.

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 28, 2023

Councilor Martinez Ortega, seconded by Councilor Flores, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **August 28, 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

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

This Resolution was assigned as 15357.

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

This Resolution was assigned as 15358.

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

This Resolution was assigned as 15359.

- 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**

This Resolution was assigned as 15360.

- 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**

This Resolution was assigned as 15361.

- 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**

This Resolution was assigned as 15362.

- 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**

This Resolution was assigned as 15363.

- 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**

This Resolution was assigned as 15364.

- 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**

This Resolution was assigned as 15365.

- 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

This Resolution was assigned as 15366.

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, 10TH 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

Councilor Martinez Ortega, seconded by Councilor Flores, moved 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.

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

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.

This item was removed from the Consent Agenda.

A staff report and detailed review of the Resolution was given by Charles Roy, Deputy Director of Public Works.

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 15367.

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

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 15368.

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

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 15369.

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

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

Councilor Martinez Ortega, seconded by Councilor Martinez, 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 15370.

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

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

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 10547.

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

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

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 10548.

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

A staff report and detailed review of the Ordinance was given by Serena Sakkal, Pueblo Food Project.

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 **10549.**

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

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 **10550.**

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

A staff report and detailed review of the Ordinance was given by Deputy Police Chief Joe Garcia.

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 **10551**.

S. COUNCIL MEMBER CONFLICT OF INTEREST

S1 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

A staff report and detailed review of the Resolution was given by Charles Roy, Deputy 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 **15371**.

T. ADJOURN

President Graham adjourned the meeting at 8:15 p.m.

Respectfully submitted,



Marisa Stoller
City Clerk



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: September 25, 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: A RESOLUTION AUTHORIZING PAYMENT IN AN AMOUNT OF UP TO \$1,500,000.00 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT TO ESTABLISH A REAL TIME CRIME CENTER AS AUTHORIZED BY SECTION 603(C)(1)(A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6(B)(3)(I)(D)

SUMMARY:

This resolution authorizes the transfer of funds in the amount of up to \$1,500,000.00 from project CI2113 American Rescue Plan Act to establish a real time crime center. This payment is authorized by Section 603(c)(1)(A) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6(b)(3)(i)(D).

PREVIOUS COUNCIL ACTION:

By Ordinance No. 9931, approved May 17, 2021, the City Council established Project No. CI2113 and budgeted and appropriated up to \$36.7 million in funds which were expected to be distributed to the City from the American Rescue Plan Act ("ARPA") for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021, until December 31, 2024 (to be expended by December 31, 2026).

BACKGROUND:

In addition to governmental services projects that have been previously identified and funded due to their need, the establishment of a real time crime center ("RTCC") is a new governmental services project that has been identified as an additional need.

In the four years since 2019, the City of Pueblo has suffered a steady increase in gun violence. For example, between 2019 and 2022, drive-by shootings increased 133%. Shootings increased 98%, and homicides increased 115%. During that same period, police staffing decreased significantly. On December 31, 2019, the Police Department had 217 sworn officers. By December 31, 2022, that number had fallen to 197 (9% decrease). As of June 30, 2023, the number of sworn officers fell by another ten

officers (187). With the increased gun violence and decreased human resources available to prevent such crime, the establishment of an RTCC is an effort to leverage available technology to effectively combat gun crime and prevent it in the future.

An RTCC is a centralized point where an operator can make use of integrated technology systems to detect criminal activity, collect and disseminate valuable investigative information, deploy resources, etc., all to solve and prevent crime. Each system that is added to the RTCC makes it more powerful. For example, a gunshot detection system will use sound wave detection technology to triangulate the location of gunshots within a defined area and send an immediate alert to the RTCC. On its own, this technology will allow officers to respond quickly to an accurate location to investigate the incident. Adding another layer of technology to the RTCC, however, such as automatic license plate readers, will help investigators identify any vehicles that were used in the shooting. Adding yet another layer of technology, such as cameras with object detection technology, will make the RTCC even more powerful. Additionally, the RTCC will allow for public and private cameras to be fed into the system. This will allow private citizens and businesses to voluntarily provide access to their cameras for security and investigative purposes.

The leveraging of the aforementioned technology in an integrated RTCC will help the Police Department operate more efficiently, provide better service, and offer more resources to citizens and businesses who are looking for ways to protect themselves and their property.

The specific components of the RTCC that will be funded by the \$1,500,000.00 in ARPA funds are the software and hardware (e.g., RTCC software platform, servers, computers, etc.), and twenty-two automatic license plate readers with one-year prepaid subscription and data plan. Additional components of the RTCC that will not be purchased with ARPA funds, such as gunshot detection technology, mobile surveillance camera trailers and personnel costs, will need to be funded from other sources, which may require future ordinances.

FINANCIAL IMPLICATIONS:

Funding for the initial phase of this project will be paid out of Project No. CI2113 – American Rescue Plan Act.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

City Council could decide not to authorize payment for the real time crime center.

RECOMMENDATION:

Approval of the resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15383

A RESOLUTION AUTHORIZING PAYMENT IN AN AMOUNT OF UP TO \$1,500,000.00 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT TO ESTABLISH A REAL TIME CRIME CENTER AS AUTHORIZED BY SECTION 603(C)(1)(A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6(B)(3)(I)(D)

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The transfer of funds in the amount of up to \$1,500,000.00 is hereby authorized from Project CI2113 – American Rescue Plan Act for the establishment of a Real Time Crime Center.

SECTION 2.

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

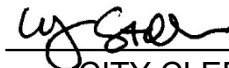
SECTION 3.

This resolution shall become effective immediately upon final passage.

INTRODUCED: September 25, 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 25, 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 \$27,220.80 TO IMPACT INDUSTRIAL SERVICES, LLC., A COLORADO LIMITED LIABILITY COMPANY FOR PROJECT NO. 23-109, ABATE AND DEMOLISH - 718 WEST 4TH STREET (CDBG), SETTING FORTH \$4,083.20 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a Construction Contract to Impact Industrial Services, LLC., a Colorado Limited Liability Company, for Project No. 23-109, Abate and Demolish - 718 West 4th Street (CDBG).

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In general, this project will consist of the abatement of asbestos containing materials, disconnection of utility service lines, demolition of structure, removal of foundation, and other items related to the abatement and demolition. The Resolution awards the Construction Contract to Impact Industrial Services, LLC., a Colorado Limited Liability Company.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of \$31,304.00 will be paid from account Project CD2111, Demolition Program.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-109 Bid Summary

RESOLUTION NO. 15372

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$27,220.80 TO IMPACT INDUSTRIAL SERVICES, LLC., A COLORADO LIMITED LIABILITY COMPANY FOR PROJECT NO. 23-109, ABATE AND DEMOLISH - 718 WEST 4TH STREET (CDBG), SETTING FORTH \$4,083.20 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, bids for Project No. 23-109, Abate and Demolish - 718 West 4th Street (CDBG) have been received and examined; and,

WHEREAS, the proposal of Impact Industrial Services, LLC., a Colorado Limited Liability Company, 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. 23-109, Abate and Demolish - 718 West 4th Street (CDBG) to be performed, and the contract for said project is hereby awarded to Impact Industrial Services, LLC., a Colorado Limited Liability Company, in the amount of \$27,220.80.

SECTION 2.

The Purchasing Agent is hereby authorized to execute said contract on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest 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.....\$4,083.20

SECTION 4.

Funds for Project No. 23-109 (including contingencies and additional work), in the amount of \$31,304 shall be from account Project No. CD2111, Demolition Program.

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.

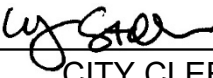
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 25, 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

EVALUATION TABULATION

IFB No. 23-109 (CD2111)

Abate and Demolish - 718 W. 4th Street (CDBG)

RESPONSE DEADLINE: August 30, 2023 at 10:30 am

Report Generated: Wednesday, August 30, 2023

SELECTED VENDOR TOTALS

Vendor	Total
Impact industrial Services LLC	\$27,220.80
Adept Building Solutions	\$32,615.00
Rockies Environmental and Demolition Services	\$42,000.00
Baha Construction, Inc.	\$44,730.00

EVALUATION TABULATION
 IFB No. 23-109 (CD2111)
 Abate and Demolish - 718 W. 4th Street (CDBG)

TABLE 1

Selected	Line Item	Description	Quantity	Unit of Measure	Adept Building Solutions		Baha Construction, Inc.		Impact Industrial Services LLC		Rockies Environmental and Demolition Services	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Abatement of Asbestos Containing Materials	1	LS	\$2,615.00	\$2,615.00	\$4,550.00	\$4,550.00	\$6,540.00	\$6,540.00	\$10,000.00	\$10,000.00
X	2	Demolition of Structures	1	LS	\$28,500.00	\$28,500.00	\$35,180.00	\$35,180.00	\$15,144.00	\$15,144.00	\$25,000.00	\$25,000.00
X	3	Mobilization	1	LS	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$5,536.80	\$5,536.80	\$7,000.00	\$7,000.00
Total						\$32,615.00		\$44,730.00		\$27,220.80		\$42,000.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Adept Building Solutions	Baha Construction, Inc.	Impact industrial Services LLC	Rockies Environmental and Demolition Services
BID GUARANTEE	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass
PERFORMANCE OF WORK REQUIREMENT:	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass
CERTIFICATION OF NONSEGREGATED FACILITIES	Pass	Pass	Pass	Pass
STATE OF COLORADO ASBESTOS ABATEMENT CONTRACTOR LICENSE	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass
Has/is this firm or any officer or partner of this firm:				
Convicted of a criminal offense	Pass	Pass	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass	Pass



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: September 25, 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 TRANSFERRING FUNDS IN THE AMOUNT OF \$10,000 FROM THE "2023" PUBLIC WORKS OPERATING BUDGET FOR CONTRACT SERVICES, APPROVING AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$7,700 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND NORTHSTAR ENGINEERING AND SURVEYING, INC., FOR PROJECT NO. 22A-039 ENGINEERING AND SURVEYING SERVICES FOR PLATTING OF FIRE STATION NO. 8 PROJECT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME.

SUMMARY:

This Resolution transfers \$10,000.00 from the "2023" Public Works Operating Budget for Contract Services, approves Contract Amendment No. 1 to the Agreement for Professional Engineering Services awarded to NorthStar Engineering and Surveying, Inc., in the amount of \$7,700.00 for Project No. 22a-039 Engineering and Surveying Services for Platting of Fire Station No. 8 Project.

PREVIOUS COUNCIL ACTION:

Resolution 15043, dated November 14, 2022, awarded an Agreement for Professional Engineering Services to NorthStar Engineering and Surveying, Inc., for \$9,900.00.

BACKGROUND:

Northstar Engineering and Surveying, Inc., is part of the Fire Station design team, as a subconsultant to Allred and Associates. Northstar was retained by Allred and Associates to complete the engineering and surveying of the future sites of Fire Stations 6, 8 and 11. The use of Northstar Engineering and Surveying has been determined to be most advantageous to the City of Pueblo per 1-10-04 as it was bid out consistent with purchasing policy as the sole source based on the fact that Northstar is the only vendor that can provide this service because of the uniqueness of the situation.

The proposed Amendment No. 1 provides for a modification to the original agreement for additional services for a rearrangement of property boundaries for Fire Station No. 6, design of the water line extension for Fire Station 8 and additional topographic survey for Fire Station 8. This Resolution transfers the funds from the Public Works operating budget for contract services.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$10,000.00 shall be transferred from the "2023" Public Works operating budget for contract services to Fire Stations 6, 8 and 11 account Project No. CI2205.

Funding in the amount of \$7,700.00 will be paid from account CI2205, Fire Stations 6, 8 and 11 Project.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Resolution will result in the cancellation of additional services.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 22a-039 Amendment No 1

RESOLUTION NO. 15373

A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF \$10,000 FROM THE "2023" PUBLIC WORKS OPERATING BUDGET FOR CONTRACT SERVICES, APPROVING AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$7,700 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND NORTHSTAR ENGINEERING AND SURVEYING, INC., FOR PROJECT NO. 22A-039 ENGINEERING AND SURVEYING SERVICES FOR PLATTING OF FIRE STATION NO. 8 PROJECT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME.

WHEREAS, Project No. 22a-039, Engineering and Surveying Services was awarded to NorthStar Engineering and Surveying, Inc., on November 30, 2022, and,

WHEREAS, the City of Pueblo and NorthStar Engineering and Surveying, Inc., desire to modify the Agreement for additional services; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of \$10,000.00 shall be transferred from the "2023" Public Works Operating Budget, Contract Services, to account Project No. CI2205, Fire Stations 6, 8 and 11 Project.

SECTION 2.

The Amendment, by and between the City of Pueblo, a Municipal Corporation, and NorthStar Engineering and Surveying, Inc., a Colorado Corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved, and City Council authorizes the additional work contemplated by the Amendment to be performed in the amount of \$7,700.00.

SECTION 3.

Funds in the amount of \$7,700.00 for said shall be paid from account Project No. CI2205 – Fire Stations 6, 8 and 11 Project.

SECTION 4.

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

SECTION 5.

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

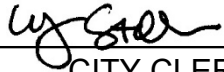
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 25, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BY AND BETWEEN CITY OF PUEBLO AND NORTHSTAR ENGINEERING AND SURVEYING, INC.

This Amendment No. 1 to the Agreement for Professional Engineering Services ("Amendment") is executed to be effective as of the _____ day of _____, 2023, by and between the City of Pueblo, a Colorado Municipal Corporation (hereinafter "Owner" or "City") and NorthStar Engineering and Surveying, Inc., a Colorado Corporation ("Engineer"). Owner and Engineer are sometimes referred to herein as a "Party" and collectively, as the "Parties."

WITNESSETH THAT:

WHEREAS, City and Engineer entered into that certain Professional Engineering Services Agreement dated November 30, 2022, for Project 22a-039 Engineering and Surveying Services for Platting of Fire Station No. 8 (the "Agreement").

WHEREAS, City and Engineer desire to modify the Agreement pursuant to the provisions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, City and Engineer hereby agree to the following:

AGREEMENT

A. The Agreement is amended by expanding the Scope of Services to include the following additional task for Fire Station No. 6s:

1. Rearrangement of Lots 2, 3, 4, 7, and 8 in the Trinity Subdivision into 2 parcels.

B. The Agreement is also amended by expanding the Scope of Services to include the following additional tasks for Fire Station No. 8:

2. Improvement plans for water main design from Blue Stem to Candytuft.
3. Additional topographic survey of approximately 300 lineal feet of Jerry Murphy.

C. Attachment A to this Amendment No. 1 shall be added to the original scope of work, and Engineer shall complete the work items as generally described in said Attachment A in accordance with the terms of the Agreement and any and all prior amendments thereto.

D. With respect to services provided under the Amendment No. 1, the fee schedule attached as Attachment B to this Amendment No. 1 shall apply to compensation payable to Engineer and approved key personnel of Engineer in connection with the Engineer's services for the work authorized by the Amendment No. 1. The compensation payable in the grand total amount of \$7,800.00 to the Engineer by this Amendment No. 1 shall be billed at the amounts set forth in the Attachment B.

- E. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- F. Except as expressly modified by this Amendment No. 1, the Agreement shall remain in full force and effect. Except as modified by this Amendment No. 1, any obligations to be performed under the Agreement by either party are not waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Agreement as it existed prior to this Amendment No. 1.
- G. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document with the same effect as if all Parties had signed the same original. The Parties further agree that transmission of this Amendment by any electronic format, telecopy or via email in a PDF format, shall be deemed transmission of the original Amendment for all purposes. Electronic signatures shall be deemed valid and binding to the same extent as the original

This Agreement, together with all Project Documents incorporated by reference , constitutes the entire Agreement between City and Engineer with respect to their subject matter, and may not be amended a modified except by written document signed by both parties.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF PUEBLO, A MUNICIPAL CORPORATION

NORTHSTAR ENGINEERING AND SURVEYING, INC.

By _____
Naomi Hedden, Director of Purchasing

By _____
Michael Cuppy, Vice President

Attest _____
Marisa Stoller, City Clerk

[SEAL]

BALANCE OF APPROPRIATION EXISTS FOR THIS
AGREEMENT AND FUNDS ARE AVAILABLE.

 APPROVED AS TO FORM

Alexandria Romero, Finance Director

Robert P. Jagger, City Attorney

Attachments: Attachment A: Additional Scope of Services
Attachment B: Additional Services Fee Schedule
Additional Information for Amendment

ATTACHMENT A
Additional Scope of Services
Fire Station No. 6

Excerpt of letter to Owner from Engineer dated August 9, 2023

LOT LINE REARRANGEMENT FOR LOTS 2, 3, 4, 7 AND 8 IN TRINITY SUBDIVISION INTO 2 PARCELS, to include:

1. Field reconnaissance of existing survey monumentation
2. Location of existing above ground improvements for lots 7 and 8
3. Location of existing underground utilities (per on-site locates and utility company records) for lots 7 and 8
4. Topographic map with contours shown at 1-foot intervals
5. Prepare Improvement Location Map Complete with all existing above ground improvements on new lot
6. Prepare Rearrangement Plat to create 2 parcels
7. Prepare lot closure calculations
8. Prepare dedication and certifications
9. Legal Description for City's Portion of lots 7 and 8
10. Submittal to City for approval
11. Establish perimeter property corners of new parcels

NOTES:

1. All work will be completed in AutoCAD 2020 or later format.

THE FOLLOWING ITEMS ARE NOT INCLUDED IN THIS PROPOSAL: (A Proposal for any of these services can be furnished at Client Request)

1. Any Submittal Fees, Recording Fees, Data Base Report Fees, Etc.
2. Rezoning to be completed by City of Pueblo
3. Title Commitments, to be furnished by City of Pueblo.
4. Geotechnical Investigations, to be furnished by others.
5. Easement of Easement Vacation

Fire Station No. 8

Excerpt of letter to Owner from Engineer dated July 17, 2023

ADDITIONAL SERVICES FOR JERRY MURPHY WATER LINE DESIGN (Final Documents for Subdivision referenced in Task B in previous contract)

1. Improvement Plans for water main design from Blue Stem to Candytuft
2. Additional Topographic Survey of approximately 300 lineal feet of Jerry Murphy

NOTES:

1. All work will be completed in AutoCAD 2020 or later format.

THE FOLLOWING ITEMS ARE NOT INCLUDED IN THIS PROPOSAL: (A Proposal for any of these services can be furnished at Client Request)

1. Any Submittal Fees, Recording Fees, Data Base Report Fees, Etc.
2. Rezoning to be completed by City Of Pueblo
3. Title Commitments, to be furnished by Owner.
4. Geotechnical Investigations, to be furnished by others.
5. Improvement Plans
6. Asbuilt/topographic survey
7. Drainage reports
8. Landscape and Irrigation Plans.
9. Electrical, lighting and/or Signage Plans.
10. Design of off-site improvements, except where specifically included.
11. Preparation of PUD Documents, Master Planning Documents, Special Use Permits, Special Area Plan Documents, Etc.
12. Construction staking of any Public or Private Improvements.
13. Monuments within street rights-of-way estimated at \$600.00 each not including Owner furnish and installation of monument box.

ATTACHMENT B
Additional Services – Fee Schedule
Fire Station No. 6

Excerpt of letter to Owner from Engineer dated August 9, 2023

TOTAL FOR LOT LINE REARRANGEMENT FOR LOTS 2, 3, 4, 7 AND 8 IN TRINITY SUBDIVISION INTO 2 PARCELS	\$4,900.00
---	-------------------

Fire Station No. 8

Excerpt of letter to Owner from Engineer dated July 17, 2023

TOTAL FOR ADDITIONAL SERVICES FOR JERRY MURPHY WATER LINE DESIGN	\$2,800.00
---	-------------------

GRAND TOTAL OF AMENDMENT NO. 1	\$7,700.00
---------------------------------------	-------------------

Schedule of Standard Time and Materials Rates as submitted August 9, 2023**OFFICE ENGINEERING AND PLANNING:**

Principal	\$175.00/hr.
Registered Professional Engineer (Project Manager)	\$145.00/hr.
Licensed Land Surveyor (Project Manager).	\$135.00/hr.
Project Engineer (EI)/Surveyor (SI)	\$125.00/hr.
Engineer/Planner	\$100.00/hr.
Designer / GIS	\$ 90.00/hr.
AutoCAD Technician	\$ 80.00/hr.
Accounting	\$ 60.00/hr.
Clerical	\$ 50.00/hr.
Messenger	\$ 35.00/hr.

FIELD ENGINEERING AND SURVEYING:

3-Man Survey Crew	\$175.00/hr.
Overtime Rate	\$200.00/hr.
2-Man Survey Crew	\$150.00/hr.
Overtime Rate	\$175.00/hr.
1-Man Survey Crew	\$125.00/hr.
Overtime Rate	\$145.00/hr.
Construction Manager	\$125.00/hr.
Construction Inspector	\$110.00/hr.
Survey Crew – Out of Town Drive Time	\$120.00/hr.
GPS Equipment: Standard Survey Crew Rate Plus	\$ 50.00/hr.

REIMBURSABLE RATES:

Blue-line Prints	\$ 0.70/sq.ft.
Mylar Prints	\$ 2.85/sq.ft.
Color Bond	\$ 2.20/sq.ft.
Xerox Copies	\$ 0.20/ea.
Color Copies (8.5x11)	\$ 2.25/ea.
Large Xerox Copies	\$ 2.20/ea.

SUBCONTRACTED EXPENSES AND SPECIAL EQUIPMENT:

Mileage – Trucks and Autos	\$ 0.50/mile
Direct Costs plus 15%	

NOTE: In the event Principals are involved for an extended period on a project, rates charged will be commensurate with work performed.

ADDITIONAL INFORMATION FOR AMENDMENT

Certificate of Good Standing

Colorado PERA Questionnaire

Insurance Certificates

Items to be added by Purchasing prior to signatures

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

NORTHSTAR ENGINEERING AND SURVEYING, INC.

is a

Corporation

formed or registered on 12/15/1995 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19951153843 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/25/2023 that have been posted, and by documents delivered to this office electronically through 08/29/2023 @ 07:23:22 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/29/2023 @ 07:23:22 in accordance with applicable law. This certificate is assigned Confirmation Number 15275859 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



- For this Record...**
[Filing history and documents](#)
[Get a certificate of good standing](#)
[File a form](#)
[Subscribe to email notification](#)
[Unsubscribe from email notification](#)
[Subscribe to text notification](#)
[Unsubscribe from text notification](#)

Summary

- [Business Home](#)
[Business Information](#)
[Business Search](#)

[FAQs, Glossary and Information](#)

Details			
Name	NORTHSTAR ENGINEERING AND SURVEYING, INC.		
Status	Good Standing	Formation date	12/15/1995
ID number	19951153843	Form	Corporation
Periodic report month	December	Jurisdiction	Colorado
Principal office street address	111 E 5th St, Pueblo, CO 81003, US		
Principal office mailing address	111 E 5th St, Pueblo, CO 81003, US		

Registered Agent	
Name	Michael L. Cuppy
Street address	111 E 5th St, Pueblo, CO 81003, US
Mailing address	111 E 5th St, Pueblo, CO 81003, US

- [Filing history and documents](#)
[Get a certificate of good standing](#)
[Get certified copies of documents](#)
[File a form](#)
[Set up secure business filing](#)
[Subscribe to email notification](#)
[Unsubscribe from email notification](#)
[Subscribe to text notification](#)
[Unsubscribe from text notification](#)

Back

**COLORADO PUBLIC EMPLOYEES RETIREMENT ASSOCIATION
SUPPLEMENTAL QUESTIONNAIRE TO BE ANSWERED BY
ANY BUSINESS PERFORMING SERVICES FOR THE CITY OF PUEBLO**

Pursuant to section 24-51-1101(2), C.R.S., salary or other compensation from the employment, engagement, retention or other use of a person receiving retirement benefits (Retiree) through the Colorado Public Employees Retirement Association (PERA) in an individual capacity or of any entity owned or operated by a PERA Retiree or an affiliated party by the City of Pueblo to perform any service as an employee, contract employee, consultant, independent contractor, or through other arrangements, is subject to employer contributions to PERA by the City of Pueblo. Therefore, as a condition of contracting for services with the City of Pueblo, this document must be completed, signed and returned to the City of Pueblo:

(a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes____, No x. (If you answered "no" please proceed to signature section at bottom of this page.)

(b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? For purposes of responding to this question, an "affiliated party" includes (1) any person who is the named beneficiary or cobeneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation. Yes _____, No ____.

If you answered "yes" please state which of the above entities best describes your business:

(c) If you answered "yes" to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent contractor of yours who is a PERA Retiree performing services for the City of Pueblo. You further authorize the City of Pueblo to deduct and withhold all such contributions from any moneys due or payable to you by the City of Pueblo under any current or future contract or other arrangement for services between you and the City of Pueblo.

Please provide the name, address and social security number of each such PERA Retiree. If more than two, please attach a supplemental list.

Name	Address	Social Security Number
Name	Address	Social Security Number

Failure to accurately complete, sign and return this document to the City of Pueblo may result in you being denied the privilege of doing business with the City of Pueblo.

Company Name: NORTHSTAR ENGINEERING AND SURVEYING, INC.
Authorized Signature: [Signature] Title: VICE-PRESIDENT
Printed Name: MICHAEL L. CUNY Date: 03/30/2020



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 25, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION AUTHORIZING THE CITY OF PUEBLO TO REFUND SANITARY SEWER FEES OF \$788.89 TO TIMOTHY MCDOWELL

SUMMARY:

From September 2021 to May 2023, charges for sanitary sewer fees were erroneously charged to Timothy McDowell, whose property was setup on a septic tank until August 16, 2023.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

The Wastewater Department recently received a written request from Timothy McDowell who is the owner of the property located at 554 Orange St. Mr. McDowell is seeking a refund of his sewer charges. The residence at 554 Orange St was on a septic tank and should never have been charged sanitary sewer fees.

Pursuant to City Ordinance 16-6-25, refunds based upon sewer user charges appearing on billings issued more than ninety (90) days prior to receipt of a written request can only be authorized by City Council and are limited to a maximum period of two years. Mr. McDowell is requesting the refund of wastewater fees in the amount of \$788.89 for the charges from September 2021 to May 2023.

FINANCIAL IMPLICATIONS:

The refund of \$788.89 will be paid from the Claim Settlement account, number 525.41100.55007. Funds are available and have been appropriated.

BOARD/COMMISSION RECOMMENDATION:

None

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Alternative No. 1 – No Action

The property at 554 Orange St will not receive compensation for sanitary sewer fees.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 09-25-23 Billing 554 ORANGE ST

RESOLUTION NO. 15374

A RESOLUTION AUTHORIZING THE CITY OF PUEBLO
TO REFUND SANITARY SEWER FEES OF \$788.89 TO
TIMOTHY MCDOWELL

WHEREAS, the City's Wastewater Department has been notified that Timothy McDowell was erroneously charged sanitary sewer fees; and

WHEREAS, pursuant to Section 16-6-23 of the Pueblo Municipal Code, the Director of Wastewater has determined that grounds exist for a refund pursuant to Section 16-6-24 of the code; and

WHEREAS, a refund for the paid amount can only be authorized by Pueblo City Council; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City shall refund Timothy McDowell the sum of \$788.89 for the erroneous collection of fees charged for 554 Orange St during the period of September 2021 through May 2023.

SECTION 2.

Such refund shall be paid through the Claim Settlement Fund, Account Number 525.41100.55007 in the amount of \$788.89.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 25, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

TIMOTHY MC DOWELL 554 ORANGE ST 044671-080746			
1" WATER METER			
Transaction Date	Transaction	Transaction Amount	Bill #
09/14/2021	Cycle Bill Due: 10/4/2021	\$35.67	9229989
10/14/2021	Cycle Bill Due: 11/3/2021	\$35.67	9272732
11/10/2021	Cycle Bill Due: 11/30/2021	\$35.67	9314808
12/13/2021	Cycle Bill Due: 1/2/2022	\$35.67	9356470
01/12/2022	Cycle Bill Due: 2/1/2022	\$34.62	9400639
02/10/2022	Cycle Bill Due: 3/2/2022	\$40.29	9442475
03/11/2022	Cycle Bill Due: 3/31/2022	\$37.46	9489627
04/12/2022	Cycle Bill Due: 5/2/2022	\$37.46	9534499
05/11/2022	Cycle Bill Due: 5/31/2022	\$37.46	9576106
06/10/2022	Cycle Bill Due: 6/30/2022	\$37.46	9620063
07/13/2022	Cycle Bill Due: 8/2/2022	\$37.46	9669177
08/11/2022	Cycle Bill Due: 8/31/2022	\$37.46	9711295
09/13/2022	Cycle Bill Due: 10/3/2022	\$37.46	9753412
10/13/2022	Cycle Bill Due: 11/2/2022	\$37.46	9804825
11/09/2022	Cycle Bill Due: 11/29/2022	\$37.46	9848221
12/12/2022	Cycle Bill Due: 1/1/2023	\$37.46	9892482
01/12/2023	Cycle Bill Due: 2/1/2023	\$42.32	9934926
02/10/2023	Cycle Bill Due: 3/2/2023	\$36.36	9980665
03/14/2023	Cycle Bill Due: 4/3/2023	\$39.34	10027032
04/13/2023	Cycle Bill Due: 5/3/2023	\$39.34	10069813
05/11/2023	Cycle Bill Due: 5/31/2023	\$39.34	10113467
06/12/2023	Cycle Bill Due: 7/2/2023	\$39.34	10156223
07/13/2023	Cycle Bill Due: 8/2/2023	\$39.34	10198815
08/14/2023	Cycle Bill Due: 9/3/2023	\$39.34	10240918
24	TOTAL	\$906.91	
	3 months refund, Jun-Aug 2023	\$118.02	
	Resolution, Sep 2021 - May 2023	\$788.89	
Source: Board of Water Works			



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: September 25, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Marisa Stoller, City Clerk

SUBJECT: A RESOLUTION APPOINTING THE CITY CLERK AS THE DESIGNATED ELECTION OFFICIAL FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 7, 2023 AND DIRECTING THE CITY CLERK TO CERTIFY THE CONTENT OF THE BALLOT FOR SAID ELECTION

SUMMARY:

This Resolution appoints the City Clerk as the Designated Election Official for the November 7, 2023 General Municipal Election. This Resolution also directs the City Clerk to certify the content of the ballot for said election.

PREVIOUS COUNCIL ACTION:

On June 26, 2023, by Ordinance No. 10496, City Council directed that the November 7, 2023 General Municipal Election be conducted as part of a Coordinated Election with Pueblo County.

BACKGROUND:

C.R.S. 1-5-203 (3)(a) requires that the Designated Election Official of each political subdivision participating in a Coordinated Election to certify the order of the ballot and ballot content. Such certification is to be delivered to the County Clerk and Recorder no later than sixty (60) days before the Coordinated Election.

FINANCIAL IMPLICATIONS:

The City shall pay to the County Clerk the City's share of the actual cost of materials and services directly attributable to the City's participation in the Coordinated Election. Funding for the costs associated with conducting this Special Municipal Election is allocated in the City Clerk's 2023 Departmental Budget.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

If this Resolution is not adopted, the City will be unable to proceed with the November 7, 2023 General Municipal Election.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15375

A RESOLUTION APPOINTING THE CITY CLERK AS THE DESIGNATED ELECTION OFFICIAL FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 7, 2023 AND DIRECTING THE CITY CLERK TO CERTIFY THE CONTENT OF THE BALLOT FOR SAID ELECTION

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Clerk shall be and hereby is appointed as the Designated Election Official for the November 7, 2023 General Municipal Election.

SECTION 2.

The content of the ballot for the City's General Municipal Election to be held on November 7, 2023 shall be as follows:

Question No. 2A – One and One-Half percent Lodger's Tax for Providing Accessible and Affordable Childcare Programs for Working Families in the City

SHALL THE CITY OF PUEBLO'S TAXES BE INCREASED BY UP TO \$625,000 ANNUALLY (FIRST FULL FISCAL YEAR INCREASE) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER, FOR FIVE YEARS FROM JANUARY 1, 2024 THROUGH DECEMBER 31, 2028, BY ADOPTING ORDINANCE NO. 10500 IMPOSING AN ADDITIONAL ONE AND ONE-HALF PERCENT LODGER'S TAX AND ESTABLISHING A SPECIAL FUND FOR THE DEPOSIT OF SUCH REVENUES TO BE SPENT ONLY FOR PROVIDING ACCESSIBLE AND AFFORDABLE CHILDCARE PROGRAMS FOR WORKING FAMILIES IN THE CITY AND, CONSISTENT WITH ORDINANCE NO. 9998 APPROVED AT THE 2021 MUNICIPAL GENERAL ELECTION OR AS OTHERWISE MAY BE REQUIRED, SHALL ALL REVENUES DERIVED FROM SUCH TAX BE COLLECTED, RETAINED AND SPENT, NOTWITHSTANDING ANY LIMITATIONS PROVIDED BY LAW, AS A VOTER APPROVED REVENUE CHANGE AND AN EXCEPTION TO THE LIMITS WHICH WOULD OTHERWISE APPLY PURSUANT TO ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

FOR THE ORDINANCE _____
AGAINST THE ORDINANCE _____

NOMINATIONS FOR ELECTED OFFICIALS

Mayor
4-Year Term Expiring January 11, 2028
(Vote for One)

- Larry Atencio
- Dennis Flores
- Tom Croshal

- Deryk Trujillo
- Chris Nicoll
- Nick Gradisar
- Heather Graham
- Randy Thurston
- Regina Maestri

City Council Member – At Large
4-Year Term Expiring December 31, 2027
(Vote for One)

- Elvis Martinez
- Brandon Martin
- Mark Aliff

City Council Member – District 2
4-Year Term Expiring December 31, 2027
(Vote for One)

- Joe Latino
- Gerald Pete Madrid
- Tom Carrigan
- Samuel Hernandez, Jr

City Council Member – District 4
4-Year Term Expiring December 31, 2027
(Vote for One)

- Roger Gomez
- Vicente Martinez Ortega

Member Pueblo Board of Water Works
6-Year Term Expiring December 31, 2029
(Vote for One)

- Celeste “Victoria” Arellano

Civil Service Commissioner
6-Year Term Expiring December 31, 2029
(Vote for One)

- Dan Archibeque

SECTION 3.

The City Clerk shall be and hereby is directed to certify the content of the ballot for the November 7, 2023 General Municipal Election in accordance with applicable law.

SECTION 4.

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

SECTION 5.

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

INTRODUCED: September 25, 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 25, 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 APPROVING AND ADOPTING FINDINGS AND DETERMINATIONS CONCERNING THE PROPOSED ANNEXATION OF THE AREA COMMONLY KNOWN AS THE DORCY COMMUNITY HOUSING ANNEXATION DESCRIBED AS 10.74-ACRES GENERALLY LOCATED SOUTH OF RED CREEK SPRINGS ROAD AND NORTH OF THE KINGSROYAL BOULEVARD TERMINUS

SUMMARY:

The proposed Resolution seeks City Council's adoption of certain findings and determinations that the area commonly known as the Dorcy Community Housing Annexation meets the applicable requirements of Colorado Revised Statutes 31-12-104 and 105.

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 development of 31 residential duplex units and a community building. The area to be annexed is located within the boundaries of the City of Pueblo's 3-Mile Annexation Plan. This Resolution determines that the annexation is found and determined to meet the applicable requirements of the Colorado Revised Statutes §31-12-104 and 105 establishing eligibility for annexation

under the Municipal Annexation Act of 1965. The findings and determination include:

1. The area proposed for annexation has at least one-sixth of its perimeter boundary that is contiguous with the boundaries of the City of Pueblo.
2. A community of interest exists between the area to be annexed and the City of Pueblo in that the area is urban or will be urbanized in the near future, and that the area to be annexed is integrated with or is capable of being integrated with the City of Pueblo.
3. The annexation petition contains signatures of 100% of the owners of the area to be annexed into the City of Pueblo.
4. The boundaries of the area to be annexed do not divide any land held in identical ownership into separate parts or parcels without the consent of the landowners.
5. The area to be annexed does not include, without the consent of the landowners, land held in identical ownership comprising twenty (20) acres or more which, together with the buildings and improvements situated thereon has an assessed value in excess of \$200,000 for ad valorem tax purposes for the year preceding the annexation.

FINANCIAL IMPLICATIONS:

The approval of this Resolution finding and determining the property complies with the applicable requirements of the Colorado Revised Statutes §31-12-104 and 105 establishing eligibility for annexation under the Municipal Annexation Act of 1965 does not result in any direct financial impact to the City of Pueblo.

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. Motion passed 4-0, Commissioners Aznar, Martinez, and Pasternak were absent.

STAKEHOLDER PROCESS:

A certified mailing has been delivered to all taxing entities as required by Colorado Revised Statutes including the notice of the hearing, annexation petition, annexation plat, and annexation impact report.

ALTERNATIVES:

Deny the Resolution.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Findings & Determinations Attachments

RESOLUTION NO. 15376

A RESOLUTION APPROVING AND ADOPTING FINDINGS AND DETERMINATIONS CONCERNING THE PROPOSED ANNEXATION OF THE AREA COMMONLY KNOWN AS THE DORCY COMMUNITY HOUSING ANNEXATION DESCRIBED AS 10.74-ACRES GENERALLY LOCATED SOUTH OF RED CREEK SPRINGS ROAD AND NORTH OF THE KINGSROYAL BOULEVARD TERMINUS

WHEREAS, the Pueblo City Council commenced on September 25, 2023, and concluded a public hearing on September 25, 2023, for the purpose of determining and finding whether or not the area proposed to be annexed and described in Resolution No. 14991 and the annexation plat (herein “area to be annexed”) meets the applicable requirements of C.R.S. §31-12-104 and 105; and,

WHEREAS, the Pueblo City Council has now considered the testimony and evidence presented at the public hearing including the annexation plat of the area to be annexed, prepared, and certified by Michael L. Cuppy under the date of September 12, 2023; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council hereby finds and determines that: (a) a petition has been received for the annexation of the area to be annexed, and that such petition has been signed by persons comprising more than fifty percent of the landowners in the area to be annexed and owning more than fifty percent of the area to be annexed, excluding public streets and alleys, and any land owned by the City of Pueblo, (b) the boundaries of the area to be annexed do not divide into separate parts or parcels any land held in identical ownership without the consent of the landowners as restricted and defined by C.R.S. §31-12-105 (2)(a) the area to be annexed does not include, without the consent of the landowners, land held in identical ownership comprising twenty (20) acres or more which, together with the buildings and improvements situated thereon has an assessed value in excess of \$200,000 for ad valorem tax purposes for the year preceding the annexation, (c) no annexation proceedings have been commenced for annexation to another municipality of part or all of the area to be annexed, (d) the area to be annexed meets the applicable requirements of C.R.S. §31-12-104 and 105, and (e) that a community of interest exists between the area to be annexed and the City of Pueblo in that said area is urban or will be urbanized in the near future, and that the area to be annexed is integrated with or is capable of being integrated with the City of Pueblo.

SECTION 2.

The City Council hereby finds and determines that an annexation election under C.R.S. §31-12-107 (2) is not required.

SECTION 3.

The City Council hereby finds and determines that other than those set forth in the Petition for Annexation and Annexation Agreement no additional terms or conditions are to be imposed upon the area to be annexed.

SECTION 4.

The City Council hereby finds and determines that not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing boundaries of the City of Pueblo, the annexation will not result in the extension of the City's boundaries more than three miles, the City has in place a plan for the area to be annexed complying with the requirements of C.R.S. §31-12-105(1)(e)(I), and the entire width of all streets and alleys to be annexed are included within the boundaries of the area to be annexed.

SECTION 5.

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

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 25, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

NOTICE OF PUBLIC HEARING

Notice is hereby given that on **Monday, September 25, 2023, at 7:00 P.M.**, or as soon thereafter as City Council business allows, in the City Council Chambers, Third Floor City Hall, #1 City Hall Place, Pueblo, Colorado, the City Council of the City of Pueblo, Colorado will hold a Public Hearing on the Petition for Annexation of the hereinafter described area to determine if the area meets the applicable requirement of C.R.S. 31-12-104 and 31-12-105, and is eligible for annexation under the Municipal Annexation Act of 1965. All interested persons may appear at said hearing and present evidence upon any matter to be determined by the City Council. The Petition for Annexation is available for public inspection and acquisition in the Office of the City Clerk.

DORCY ANNEXATION

1. 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.

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 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**.

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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Pueblo, Colorado this 20th day of August 2023.





Marisa Stoller
City Clerk

1st Publication:	August 20, 2023
2nd Publication:	August 27, 2023
3rd Publication:	September 3, 2023
4th Publication:	September 10, 2023



**Background for Proposed
Resolution**

COUNCIL MEETING DATE: September 12, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

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

SUBJECT: A RESOLUTION PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 10.74-ACRE AREA COMMONLY KNOWN AS DORCY COMMUNITY HOUSING ANNEXATION, IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTIONS 31-12-104(1)(a) and 31-12-107(1), TABLING FINAL ACTION ON THE PETITION FOR A PERIOD OF NOT MORE THAN 180 DAYS, AND REFERRING THE PETITION TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION

SUMMARY:

The City Clerk received an annexation petition for a 10.74-acre area located south of Red Creek Springs Road, north of Regency Park 10th Filing, and west of The Meadows Subdivision, Filing 4. 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:

On June 13, 2022, the petitioner, Kim Bowman, on behalf of Posada, Inc., submitted an annexation petition for the Dorcy Community Housing Annexation totaling 10.74-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:

Proposed Resolution
Annexation Petition
Circulator's Oath
Annexation Plat

RESOLUTION NO. 14991

A RESOLUTION PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 10.74-ACRE AREA COMMONLY KNOWN AS DORCY COMMUNITY HOUSING ANNEXATION, IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTIONS 31-12-104(1)(a) and 31-12-107(1), TABLING FINAL ACTION ON THE PETITION FOR A PERIOD OF NOT MORE THAN 180 DAYS, AND REFERRING THE PETITION TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION

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

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

SECTION 1.

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

AREA TO BE ANNEXED:

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.

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 12, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

CITY OF PUEBLO
ANNEXATION INFORMATION SHEET

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

TO BE COMPLETED BY PETITIONERS

Name of Annexation:

Dorcy Community Housing Annexation

Location and size in acres: Section 04, Township 21 South,
Range 65, West of the 6th P.M., County of Pueblo, Colorado,
 acres.

100 % of Owners 1; Less than 100% of owners

School District No. 60; Special District: Regional Library, SE Water, Lower
Arkansas Water, Pueblo Conservancy

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

For Office Use Only: Date Reviewed by Director of Land Use

Date Petition Filed Filing Fee \$ Paid

Resolution Finding Substantial Compliance adopted ,

Date of Public Hearing ; Notice of Public Hearing Published: ,
 , , and .

Copy of published Notice and Petition For Annexation sent by Registered Mail on to Pueblo County Board of County Commissioners, Pueblo County Attorney, School District , Southeastern Water Conservancy District, Pueblo Library District, Other and special district .

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

**CITY OF PUEBLO
PETITION FOR ANNEXATION**

TO THE CITY COUNCIL OF PUEBLO, COLORADO:

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

See Attached Signature Sheet

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.

LEONARD

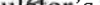
827 E. 4th
Pueblo, CO

BEG SE COR SW4 4-21-

8/12/22

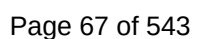
THENCE S 1010.3 FT TO BEG

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)


Circulator's Signature

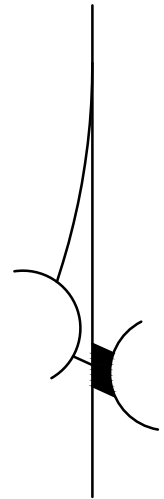
Witness my hand and official seal.
My commission expires: Sept. 15, 2024

Patricia Vega Scherman
Notary Public (or official title)

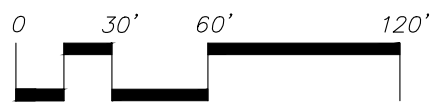


DORCY COMMUNITY HOUSING ANNEXATION

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:

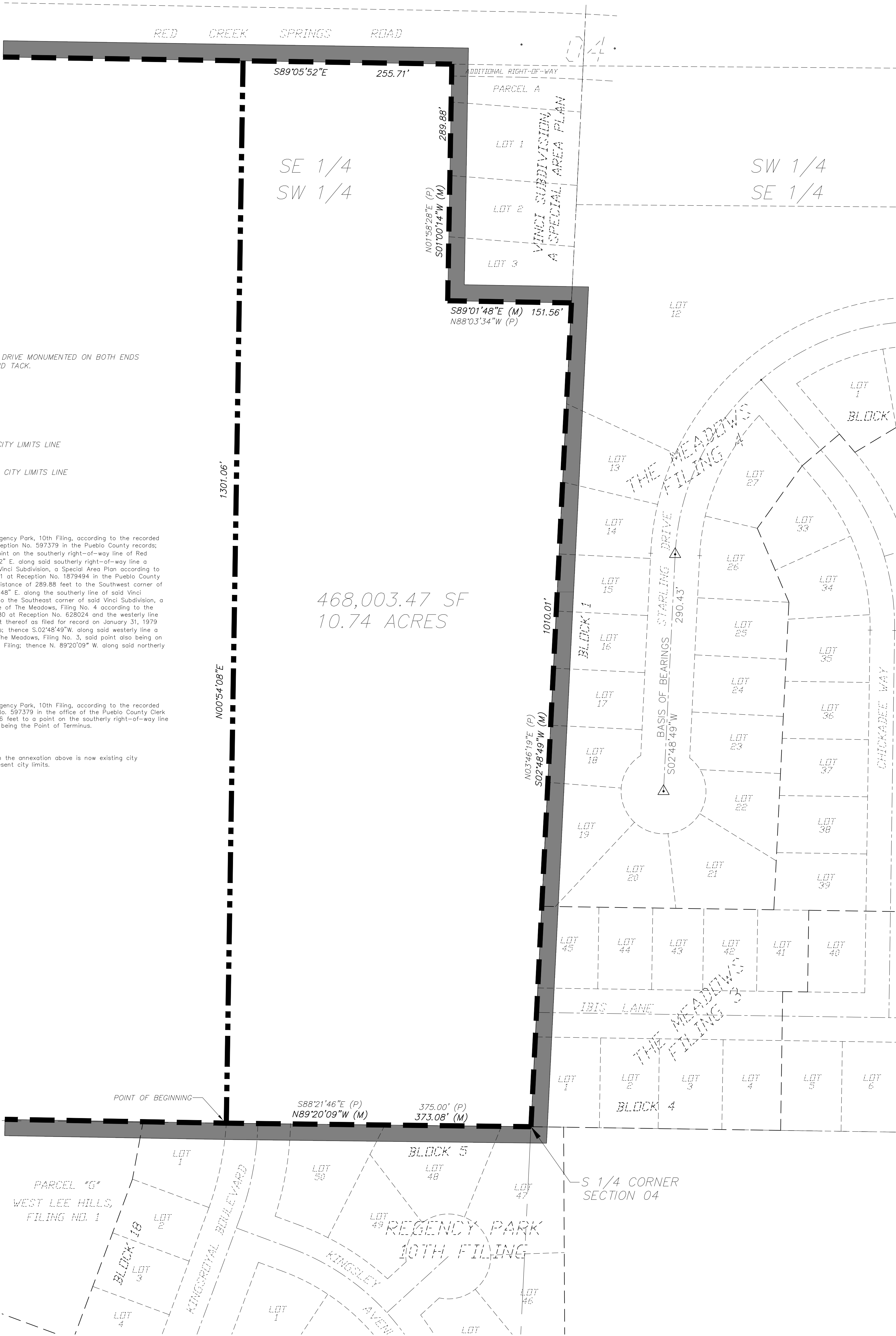
Beginning at the Northeast corner of Lot 1, Block 18 of Regency Park, 10th Filing, according to the recorded plat as filed for record on January 31, 1979 at Reception No. 597379 in the office of the Pueblo County Clerk and Recorder; thence N. 00°54'08" E., a distance of 1,301.06 feet to a point on the 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



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

- (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 ft² of space per student.



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: September 25, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND ERIC SARRACINO, FOR SERVICES WITH RESPECT TO PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT FOR THE MITCHELL PARK MURAL PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

This Resolution approves and authorizes the Mayor to sign a Professional Services Agreement with Eric Sarracino to render professional services with respect to Project No. CI2113 - American Rescue Plan Act for the Mitchell Park Mural Project.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

On June 5, 2023, local artist Eric Sarracino presented an Eastside mural art project to City Council during the weekly scheduled Work Session.

The proposed project includes a historically inspired mural on the existing retaining wall along the east side of Mitchell Park. The artist will conduct an educational program that will work with local youth that will include a five-month exhibit at the Patrick A. Lucero Library and the Pueblo Art Alliance gallery.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$25,000.00 will be funded out of Project No. CI2113 - American Rescue Plan Act for the Mitchell Park Mural Project, Resolution No. _____. Matching in-kind support for the project is valued at approximately \$12,000.00.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

If this Resolution is not approved, the project will not be completed.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Schedule 1 - Professional Consulting Services
2. Schedule 2 - Project Description

RESOLUTION NO. 15377

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND ERIC SARRACINO, FOR SERVICES WITH RESPECT TO PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT FOR THE MITCHELL PARK MURAL PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

WHEREAS, local artist Eric Sarracino requests and the City of Pueblo agree to enter into a Professional Services Agreement to render professional services with respect to Project No. CI2113 - American Rescue Plan Act for the Mitchell Park Mural Project: NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Agreement for Professional Services ("Agreement") by and between the City of Pueblo, a Colorado Municipal Corporation, and Eric Sarracino, relating to mural painting services on the Mitchell Park wall, which is located between 10th and 12th Streets on Monument Avenue, after having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the Agreement in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

Approval of the Agreement is hereby conditioned on the approval of funds which will be authorized for payment from Project No. CI2113 - American Rescue Plan Act for the Mitchell Park Mural Project.

SECTION 4.

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

SECTION 5.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: September 25, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

Eric Sarracino Budget

Pueblo Arts Alliance

copier
printer
organizational space
projector
paper, Ink
poster and flyer production
computer
folding tables
easles

Six Months/In-Kind \$ 3,900.00

Pueblo Lucero Library

weekly workshop space
water for paints

Three Months/In-Kind \$ 3,000.00

Materials

Banner materials
paint
water colors
pencil and paper
smocks
paper towels
easels
wipes
insurance
stucco and tools
paint, rollers, brushes
cleaning supplies
drop clothes
weather sealants
caulking
wire brushes
scrapers
putty knives
rags
paint containers
grease pencils
transparancies to project
anti-graffitti sealant
water, refreshments, snacks
Community Dinner

\$ 7,000.00

scaffolding In-Kind Support \$ 1,000.00

canopies for shade In-Kind Support \$ 300.00

contractor to re-stucco In-Kind Support \$ 2,000.00

ARTIST, Eric Sarracinno

Six Months Salary/\$3000/month \$ 18,000.00

TOTAL BUDGET \$ 35,200.00

\$25,000 Grant Request

1. Describe the project and the community that will benefit from it.

This art project will connect the mural artist, Eric Sarracino, with children on the East Side of Pueblo living in neighborhoods with high poverty rates, as defined by national census data. Because of this poverty, the project addresses support for youth mental health, suicide prevention, and youth at risk issues.

The project includes a five-month weekly arts education program, a student art exhibit at the Pueblo Arts Alliance, and an historically inspired mural in a public space on the Eastside of Pueblo. This project will help Eric survive the pandemic while providing permanent art that will be highlighted by the City of Pueblo to increase tourism and citizen participation in the Eastside community.

Eric will organize and hold weekly art workshops for Eastside children at the Patrick A. Lucero Library, at 1315 E 7th St., in the heart of the Eastside neighborhoods. Children of all ages will become familiar with art materials, learn to develop creative design, and find their previously unknown affinity for creating art. The project will end with the development of a major mural art piece on a supportive wall in Mitchell Park, a well-used and centrally located park at 1304 East 12th Street in the center of the Eastside community.

Eric's project will help instill pride and interest in the neighborhood, providing artistic and historical knowledge. The mural will depict the unique Eastside history where Zebulon Pike camped at the mouth of the Arkansas and Fountain Rivers and will feature Marcelina Baca's founding home, an original Mexican family who held land through the original Spanish Land Grants which became Mexican Land Grants and later U.S. territory. The subsequent Italian and Jewish settlements in that large neighborhood will be depicted along with present-day scenes.

The purpose of the project is multi-faceted: 1. Beautify the city of Pueblo through historically based mural design that will attract tourism to this historically important but undervalued area. The City of Pueblo will provide marketing resources to increase tourism to the area, thus enhancing the economic viability of the area 2. Develop workshops easily accessible in the neighborhoods of low-income children, building their self-confidence, developing problem solving skills and enhancing their ability to seek solutions beyond the constructs that are normally provided for them.

2. Describe your artistic practice and interest in this project.

I have worked as a professional artist for 40 years and my experience includes signage, caricatures, portraits, landscapes, fine art and murals, and sculpture. I am proficient in mixed mediums that include acrylic, watercolors, oil and canvas, stained glass, wood, stucco, drywall, brick and stone, fresco on wet cement. I've produced scripts and plays, full sized dramas, off-Broadway productions and created the props and stage setup required for these productions.

I moved to Pueblo in 2018 and have been able to integrate my mural art into the business community in a fairly short period of time. I have 4 murals at 4th and Elizabeth on the State Beauty Supply building; Grand and Main at the Pueblo Arts Alliance; Bingo Burger on Main and Union; and at 29th and Hart Road at RNR Tire Express. I've sold art privately in gallery shows, the State Fair Art show, the Arts Guild, and the Pueblo Arts Alliance.

I worked with children at Youth Impact in Pueblo and taught drawing at the Arts Alliance Center Gallery. I was scheduled to teach classes for adults at the Sangre de Cristo Arts Center and the Arts Guild, when they were canceled due to the pandemic.

Prior to moving to Pueblo, I worked in Gallup, NM producing numerous murals e.g., Courtyard of City Hall Community Life Mural; Walkway Mural in downtown Gallup; Hispanic Mural on downtown Coal Avenue; Japanese Mural on 24th St., downtown Gallup; plus, business storefront signage e.g., Richards' Trading on Hwy 66, Jerry's Café downtown Coal Ave., and Chinese Trading Post on 25th St.

I worked with youth and adults in writing and producing drama, skits, and plays, and in writing Christmas and Halloween seasonal plays through the Gallup Christian Center. For 10 years I wrote, directed, produced sound track, lighting, props, and choreography. I conducted workshops at elementary schools; e.g., Redrock Elementary on Redrock Drive. I taught and produced mural painting with Jr. High and High School students in Gallup, NM.

I have Mural Work in Las Vegas, Nevada on Electric Amps throughout the City; Albuquerque NM doing hand-painted billboards; and signage in Grants, NM.

3. List the partners involved (i.e., artist(s), local organizations, advisors, etc.) and describe their roles. If certain partners have not been identified, describe the process for selecting partners.

Pueblo Arts Alliance: This is the primary Sponsoring Organization which will provide in-kind administrative support, gallery space, studio work space, and contact their roster of artists to support the project

Pillars of Unity: An Eastside non-profit made up of community fathers deeply involved in the activities of these designated neighborhoods, who will provide advertising and promotional support for the project. Ted Lopez, a retired city councilman, heads up this organization which meets at the Lucero Library and they will take an active role in the project

Patrick A. Lucero Library: This Eastside Library, part of the Pueblo City-County Library system will provide work space for the production of the children's workshops and exhibit their artwork

Boys and Girls Club of Pueblo County: This organization has a large site offering daily activities on the Eastside, just blocks from Mitchell Park. Angela Giron, CEO of the B&G Club of Pueblo County, sat on the Arts Alliance Council and she will be contacted to involve the B&G children in this project. The B&G Club expressed interest previously when this project was first envisioned, two years ago.

City of Pueblo Parks and Recreation Department: The City will provide work space in Mitchell Park and provide the existing wall for the creation of the mural.

El Pueblo Museum: Will provide in-kind support by advertising this historical arts program to their membership and to the elementary school children/classrooms visiting the museum regularly as part of their historical education

Youth Impact Organization: An on-going Art Project, also sponsored by the Arts Alliance featuring the artist, Cynthia Ramu. This project is a creative arts workshop for kids that cycles artists through the workshops, providing a multitude of mediums for kids. Cynthia will include her workshop kids in this project.

4. Describe where the proposed artwork will be located or occur. How will the artwork product and/or creation process be accessible to the public or a defined community?

The art workshops will be held at the Patrick A. Lucero Library on the East side of Pueblo; the student art will be shown at the Patrick A. Lucero library and at the Arts Alliance Gallery. Other City venues for these art exhibits will be added to the project.

The final product of the historical mural will be painted on a stucco wall located in Mitchell Park, the primary Park used by children and citizens on the Eastside of Pueblo.

Eric's goal is to paint a depiction of the history of the Eastside, as a mural monument, on already existing stucco walls in Mitchell Park. This is a severely neglected part of town beginning at the confluence of the Fountain and Arkansas Rivers, an area where over 10,000 people, primarily Hispanic, reside. The City of Pueblo has a poverty rate of 23.5%, ranging upwards to 73.6% in some census tracts. Much of the poverty-stricken population resides on the Eastside of Pueblo in the area bounded by the Fountain River on the West, the Arkansas River on the East, and the neighborhoods between 2nd Street and 14th Street. This area is currently surviving without a grocery store and with hardly any retail commercial business. This area has a preponderance of high violent crime in Pueblo, which has a murder rate (primarily among gangs) that escalated to 29 in 2021, a rate double that of New York City, based on per capita population.

The City of Pueblo, in conjunction with many non-profits, is working diligently to change the economic structure of the Eastside, to bring in retail business, industry, housing, and additional educational opportunities for families living here. This project will support that goal.

5. Please outline the timeline for the project with milestones?

A. One month to complete the organizing of the project; finalize the previously developed plans with the City of Pueblo, the Eastside Boys and Girls Club, and the Lucero Library

- Flyers and posters produced and disseminated into the Eastside neighborhood, at the Boys and Girls Club, at the Lucero Library, at the El Pueblo Museum, throughout Pueblo
- Materials purchased for the workshops
- A report will be produced for ARP by January 31st, providing financial information and organizational updates on all entities involved in the project plus copies of the posters and flyers that have been disseminated

B. Three months of weekly workshops at the library for children

- Monthly reports on February 28, March 31, and April 30 of participating children and photos of children participating in workshops and exhibitions to ARP, updated finance accounting
- Photos of art work in production

C. Two months of weekly workshops with children, laying out the mural and painting

a. Monthly reports to ARP on May 31 and June 30 documenting participating children and photos of participating children at park mural site, indicating progress on the mural, plus updated financial accounting

6. How will success be determined?

- a. Children's art work exhibits within the community documented
- b. Completed mural documented
- c. City, libraries, and non-profits conducting a coordinated event at Mitchell Park which will include an art exhibit and a potluck dinner/party inviting the entire community, with the City as a contributing sponsor of the event
- d. Major article in the Pueblo Chieftain

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered this ____ day of _____, 20__ ("Effective Date"), by and between the City of Pueblo, a Colorado Municipal Corporation, (hereinafter referred to as "Client") and Eric Sarracino, (hereinafter referred to as "Consultant") for Consultant to render professional services for Client with respect to ARPA funded Project No. CI2113 – Mitchell Park Mural Project and related ancillary services, hereinafter referred to as the "Project". In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL AND SCOPE OF SERVICES.

(a) Consultant shall satisfactorily perform the professional consulting services for the Project described in more detail in *Schedule 1* attached hereto and incorporated herein by reference, including but not limited to providing the outlined deliverables. Such services shall include all usual and customary professional consulting services in connection with Consultant's work on the Project.

(b) Consultant shall maintain prudent and accurate records of all transactions. The Consultant shall track all project activities. Client will not reimburse or otherwise pay for any of Consultant's transactions, as such costs are part of Consultant's business.

(c) To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant's employees.

(d) To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event Client has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

SECTION 2. CONSULTANT'S RESPONSIBILITIES.

(a) Consultant shall be responsible for the professional quality, technical accuracy, and timely completion of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including reports and other services, notwithstanding Client's initial acceptance of same.

(b) Consultant shall be responsible, in accordance with applicable law, to Client for all loss or damage to Client caused by Consultant's negligent act or omission; and Consultant hereby irrevocably waives and excuses Client and Client's attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute, whether now existing or hereafter enacted.

(c) Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees, if any.

(d) Before undertaking any work or incurring any expense which Consultant considers beyond or in addition to the work described in *Schedule 1* or otherwise contemplated by the terms of this Agreement, Consultant shall advise Client in writing that (i) Consultant considers the work beyond the scope of this Agreement, (ii) the reasons that Consultant believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by Client. The compensation for such authorized work shall be negotiated. Unauthorized work shall not be compensated.

SECTION 3. FEES FOR SERVICES; PAYMENT.

(a) Client will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, the maximum sum of U.S. \$25,000.00. Consultant will invoice Client monthly for work performed at the rates set forth in Schedule 1. Payments shall be made within forty-five (45) days of invoice by Consultant.

(b) Consultant shall submit periodically, but not more frequently than monthly, records of time worked, and services rendered. Records shall contain appropriate documentation, if available, evidencing that such services have been performed. Consultant must submit a written request and obtain signed approval prior to completing any work beyond the scope of this agreement.

(c) No separate or additional payment shall be made for profit, overhead, telephone expenses, travel, lodging, routine photocopying, computer time, secretarial or clerical time, or similar expenses.

(d) No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.

(e) Compensation for authorized work beyond the scope of this Agreement shall be governed by the provisions of Section 2(d).

(f) In the event services under this Agreement are phased and to be performed in more than one fiscal year or are subject to annual appropriation, Consultant acknowledges that funds only in the amount of initial appropriation are available and it shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

SECTION 4. CLIENT'S RESPONSIBILITIES.

(a) Client agrees to advise Consultant regarding Client's Project requirements and to provide all relevant information, data, and previous reports accessible to Client which Consultant may reasonably require.

(b) Client shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of Client to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind Client as to matters of governmental policy or fiscal policy.

(c) Client shall examine all documents presented by Consultant, and render decisions pertaining thereto within a reasonable time. The Client's approval of any reports, documents, or other materials or product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.

(d) Client shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of Client and its requirements, a period of fourteen (14) days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for Client to responsibly render a decision has been furnished. A period of forty-five (45) days shall be presumed reasonable for Client to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of Client but must be procured from others.

SECTION 5. TERM AND TERMINATION.

(a) Term. The term of this Agreement begins on the Effective Date and ends one (1) year thereafter, unless the project is completed and approved by the Project Representative prior to that date or the term is sooner terminated in accordance with this Agreement. Client reserves the right to extend the term of this Agreement in one-year increments by written acceptance of both parties.

(b) Fund Appropriation. This Agreement is conditioned on funds being budgeted and appropriated by Client for the Project. Should such funds not be budgeted and appropriated, this Agreement will be void and of no effect. This agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be 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 of the 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 Client which may arise under this agreement in any fiscal year after the current year, 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 by or breach of this agreement. The termination of this Agreement due to lack of funding shall be without penalty to the Client.

(c) Client reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work and stop incurring expenses, and shall promptly deliver to Client all data, reports, plans, calculations, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress.

(d) Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid the monthly rate on a pro-rated basis for all services rendered and reasonable costs incurred to date of termination, together with any reasonable costs incurred within ten (10) days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or Client. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 3(a).

(e) In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and consultants, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by Client's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to the lesser of: (a) the reasonable value of completed work to Client, or (b) payment at the monthly rate on a pro-rated basis for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

(f) Consultant's professional responsibility for its completed work and services shall survive any termination.

SECTION 6. SITE ACCESS.

In the event the Project will require access to property not under the control of Client, Consultant and Consultant's employees and consultants shall obtain all additional necessary approval and clearances required for access to such property. Client shall assist Consultant in obtaining access to such property at reasonable times but makes no warranty or representation whatsoever regarding access to such property. Notwithstanding the foregoing, Consultant understands and agrees that entry to some property by Consultant may be subject to compliance by Consultant with the terms and conditions of an access agreement in accordance with section 1(d) of this Agreement.

SECTION 7. EQUIPMENT AND SOFTWARE.

Consultant will not be provided with Client owned equipment ("Equipment"), such as computers or software, for Consultant's work on the Project. All equipment must be provided by Consultant and Consultant shall make no claim to any Equipment or other Client property provided under this Agreement. Consultant shall cooperate in all instances with Client to ensure compliance with Client's policies, including its information technology policies, and the protection of Client's data and systems.

SECTION 8. USE OF DOCUMENTS.

Data, plans, reports, and all other documents prepared or provided by Consultant hereunder shall become the sole property of Client, and Client shall be vested with all rights therein of whatever kind or nature and however created, whether by common law, statute, or equity. Client shall have access at all reasonable times to inspect and make copies of all notes, plans, reports and all other data or other documents pertaining to the work to be performed under this Agreement. In no event shall Consultant publish work product developed pursuant to this Agreement except (i) with advance written consent of Client, which consent may be granted or withheld in Client's sole and absolute discretion, and (ii) in full compliance with the requirements of this Agreement and applicable regulations.

SECTION 9. INSURANCE AND INDEMNITY.

(a) Consultant agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and from claims for damages for professional liability.

(b) Consultant agrees to hold harmless, defend, and indemnify Client from and against any liability to third parties, arising out of negligent acts or omissions of Consultant, its employees, subcontractors, and consultants.

SECTION 10. REQUIRED GRANT PROVISIONS

(a) Consultant understands that Client may be funding the Project in whole or part with funds provided through private, State, and Federal grants, including but not limited to the American Rescue Plan Act (“ARPA”). Consultant agrees it is subject to and shall comply with all applicable provisions of said grants, the Act under which the contract award has been made, and applicable regulations.

(b) Consultant shall comply with all applicable Federal, State, and local laws applicable to its activities.

(c) All records with respect to any matters covered by this Agreement shall be available for inspection by Client and the grant providers at any time during normal business hours and as often as Client and the grant providers deem necessary, to audit, examine, and make excerpts or transcripts of relevant information, and otherwise to perform official functions or duties.

SECTION 11. SUBCONTRACTS.

(a) Client acknowledges that Consultant is the prime contractor and the only party with whom Client has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of Client, and Client shall be a third-party beneficiary of those subcontract provisions.

(b) Consultant shall indemnify and defend Client from all claims and demands for payment for services provided by subcontractors of Consultant.

(c) Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the Client has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant shall not assign or reassign Project work to any person to whom Client has reasonable objection.

SECTION 12. MISCELLANEOUS.

(a) Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either Consultant or Client by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the Client, Attention: Nicholas A. Gradisar, Mayor, 1 City Hall Place, Pueblo, Colorado 81003, with a copy to Attn: City Attorney, 1 City Hall Place, Pueblo, Colorado 81003; or to Consultant, Attention: Eric Sarracino, 134 Kingsley Avenue, Pueblo, Colorado 81005. Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

(b) Entire Agreement. This instrument contains the entire agreement between Consultant and Client respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either Client or Consultant in relation thereto not expressly set forth in this instrument and its attachments is null and void. In the case of any conflict between the terms of this Agreement for Professional Services and terms of *Schedule 1* or any other attachment hereto, the terms of this Agreement shall govern.

(c) Successors and Assigns. This Agreement shall be binding on the parties hereto and on their successors and assigns; provided, however, neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to Consultant may be assigned by it without the written consent of Client, which consent may be withheld in Client’s sole and absolute discretion. Any assignment or attempted assignment in violation of this subsection shall be void.

(d) Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written amendment signed by an authorized representative of Consultant and by Client in accordance with this Agreement.

(e) Choice of Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado. Any unresolved dispute arising from or concerning any breach of this Agreement shall be decided in a state court of competent jurisdiction located in Pueblo, Colorado.

(f) Equal Employment Opportunity. In connection with the performance of this Agreement, neither Consultant

nor its consultants shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, gender orientation or age. Consultant shall endeavor to ensure that its employees are treated during employment without regard to their race, color, religion, sex, national origin, disability, gender orientation or age.

(g) Severability. If any provision of this Agreement, except for Section 2, is determined to be directly contrary to and prohibited by law, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law, then this entire Agreement shall be void.

(h) Electronic Signatures. This Agreement 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.

SECTION 13. PERA LIABILITY.

Consultant shall reimburse the Client for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the Client under this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as the Effective Date.

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

ERIC SARRACINO

By: _____
Nicholas A. Gradisar, Mayor

By: _____

Attest: _____
City Clerk

Title: _____

[S E A L]

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

Director of Finance

APPROVED AS TO FORM:

City Attorney

SCHEDULE 1
Professional Consulting Services

SCHEDULE 2
Project Description



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: September 25, 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-23-30) TO GRASSROOTS GRAVEL FOR THE USE OF THE NORTHEAST-BOUND LANES OF UNION AVENUE FROM CORONA AVENUE TO "B" STREET AND "B" STREET BETWEEN UNION AVENUE AND THE MAIN STREET OVERPASS TO HOST A CYCLING EVENT

SUMMARY:

Attached is a revocable permit to be issued to Grassroots Gravel.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Grassroots Gravel has submitted a Revocable Permit application (REV-23-30) requesting the use of the northeast-bound lanes of Union Avenue from Corona Avenue to "B" Street and "B" Street between Union Avenue and the Main Street overpass to host a cycling event on October 14, 2023, from 4:00 a.m. to 11:59 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 cycling event.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT 23-30

RESOLUTION NO. 15378

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-30) TO GRASSROOTS GRAVEL FOR THE USE OF THE NORTHEAST-BOUND LANES OF UNION AVENUE FROM CORONA AVENUE TO "B" STREET AND "B" STREET BETWEEN UNION AVENUE AND THE MAIN STREET OVERPASS TO HOST A CYCLING EVENT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-23-30) is authorized to be issued to Grassroots Gravel for the use of the northeast-bound lanes of Union Avenue from Corona Avenue to "B" Street and "B" Street between Union Avenue and the Main Street overpass to host a cycling event.

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-23-30).

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 25, 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: **Grassroots Gravel 535 McClelland Ave Pueblo CO 81005 9703738799 535 McClelland Ave Pueblo, CO, 81005**
2. Permitted Area: **Northeast-bound lanes of Union Avenue from Corona Avenue to B Street and B Street between Union avenue and the Main street overpass**
3. Purpose of Revocable Permit: **Closure of the right-of-way to vehicular traffic**
4. Commencement Date: **October 14, 2023** Time: **4:00 AM**
5. Ending Date: **October 14, 2023** Time: **11:59 PM**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed in Pueblo, Colorado this 12th day of September, 2023.

PERMITTEE:

Organization or

Individual:

By:

Title:

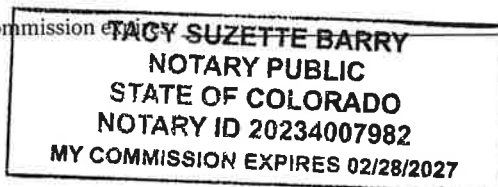
Grassroots Gravel Ltd.
Adam Davidson
Founder & Promoter

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 12th day of September, 2023 by
Adam Davidson as Founder + Promoter

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 25, 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-23-36) TO THE WALTER BREWING COMPANY WALTER'S BEER, LLC., FOR THE USE OF THE INTERSECTION AT "D" STREET AND ONEIDA STREET TO THE NORTHERN PROPERTY EDGE OF THE WALTER BREWING COMPANY PROPERTY LINE TO HOST THEIR 2ND ANNUAL OKTOBERFEST EVENT STARTING ON OCTOBER 06, 2023 THROUGH OCTOBER 08, 2023

SUMMARY:

Attached is a revocable permit (REV-23-26) to be issued to The Walter Brewing Company Walter's Beer, LLC.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Walter Brewing Company Walter's Beer, LLC., has submitted a Revocable Permit application (REV-23-36) requesting the use of the intersection at "D" Street and Oneida Street to the northern property edge of The Walter Brewing Company Walter's Beer, LLC., property line to host their 2nd Annual Oktoberfest event from October 6, 2023, at 8:00 a.m., until October 8, 2023, at 8:00 a.m.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from hosting their 2nd Annual Oktoberfest event.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT 23-36

RESOLUTION NO. 15379

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-36) TO THE WALTER BREWING COMPANY WALTER'S BEER, LLC., FOR THE USE OF THE INTERSECTION AT "D" STREET AND ONEIDA STREET TO THE NORTHERN PROPERTY EDGE OF THE WALTER BREWING COMPANY PROPERTY LINE TO HOST THEIR 2ND ANNUAL OKTOBERFEST EVENT STARTING ON OCTOBER 06, 2023 THROUGH OCTOBER 08, 2023

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-23-36) is authorized to be issued to The Walter Brewing Company Walter's Beer, LLC., for the use of the intersection at "D" Street and Oneida Street to the northern property edge of The Walter Brewing Company Walter's Beer, LLC., property line to host their 2nd Annual Oktoberfest event.

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-23-36).

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.

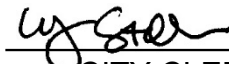
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 25, 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 Walter Brewing Company 126 Oneida St 719-542-0766 126 Oneida St**
2. Permitted Area: **The intersection at D Street and Oneida Street to the northern property edge of The Walter Brewing Company property line**
3. Purpose of Revocable Permit: **We would like to shut down a portion of the street in order to accomodate our 2nd Annual Oktoberfest event, where we will feature live music, food trucks and other family friendly activities centered around this popular German holiday.**
4. Commencement Date: **October 6, 2023** Time: **8:00 AM**
5. Ending Date: **October 8, 2023** Time: **8:00 AM**

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

- (a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.
- (b) All structures, fences, tables, chairs, equipment or other improvements authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.
- (c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, no Improvement shall be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall any Improvement be installed or located in such a manner as to hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.
- (d) If this Permit is issued for the use of the public right-of-way for a special event, Permittee shall deposit with the City the sum of \$500.00 ("Deposit"). The Deposit will be forfeited to the City if Permittee does not remove all Permittee's equipment and property from, and clean and restore the Permitted Area to its original condition before the Time of the Ending Date. If so timely removed and cleaned, the Deposit will be returned to Permittee.
- (e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee's Improvements, and City may, at Permittee's expense, remove and dispose of Permittee's Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.
- (f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.
- (g) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the Improvements in the Permitted Area, or the use of the Permitted Area or Improvements by Permittee, its officers, agents, employees, invitees or general public.
- (h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.
- (i) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and Improvements in amounts not less than \$1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.
- (j) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation. Covid-19
- (k) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:
 - (i) If to Permittee, at the address shown in paragraph 1 above.

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

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

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

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

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

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

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

Signed in Pueblo, Colorado this 7 day of September, 2023.

PERMITTEE:

Organization or

Individual:

By:

Title:

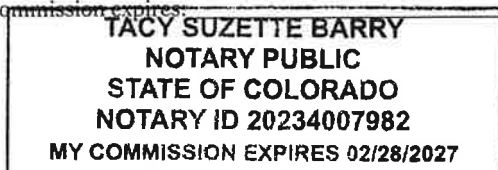
Walter's Brewing Company
Dynelle Abeyta-Maestas
Brand project Coordinator & Operations Assistant

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 7th day of September, 2023 by
Dynelle Abeyta-Maestas as Operations Assistant

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 25, 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 RATIFYING THE APPOINTMENT OF JEFFREY DEHERRERA TO THE PUEBLO CITY-COUNTY LIBRARY DISTRICT BOARD OF TRUSTEES

SUMMARY:

This Resolution is to ratify an appointment made by the committee that appoints Trustees to the Pueblo City-County Library District.

PREVIOUS COUNCIL ACTION:

Appointments to the Pueblo City-County Library District are made on an annual basis selecting individuals to serve five-year terms expiring on December 31st of each year.

BACKGROUND:

Due to the term expiration of Stephanie Garcia, there is one joint City-County appointment to serve a five-year term expiring December 31, 2024 on the Pueblo City-County Library District Board of Trustees.

The selection committee received four (4) applications.

Pursuant to the December 12, 2002 Memo, Pueblo County Commissioner Zach Swearingen, and City Council members Larry Atencio and Sarah Martinez reviewed the applications and held interviews.

After discussion, the joint committee recommends the appointment of Stephanie Garcia to serve on the Board of Trustees.

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. 15380

A RESOLUTION RATIFYING THE APPOINTMENT OF JEFFREY DEHERRERA TO THE PUEBLO CITY-COUNTY LIBRARY DISTRICT BOARD OF TRUSTEES

WHEREAS, pursuant to §24-90-108(2)(e) C.R.S., the Committee which recommends appointments of Trustees to the Pueblo City-County Library District; and

WHEREAS, the Committee members reviewed the applications submitted for the Pueblo City County Library District Board of Trustees and have unanimously agreed to recommend Jeffrey DeHerrera to complete a five-year term expiring December 31, 2024; and

WHEREAS, it is now the desire of the Pueblo City Council to ratify this appointment;
NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Jeffrey Deherrera is hereby appointed to the Pueblo City-County Library District Board of Trustees to serve a five-year term expiring December 31, 2024.

SECTION 2.

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

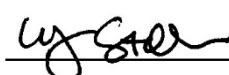
SECTION 3.

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

INTRODUCED: September 25, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 25, 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
George Andrews, Energy Coordinator

SUBJECT: AN ORDINANCE ACCEPTING A SMALL DOLLAR GRANT FROM THE COLORADO ENERGY OFFICE IN THE AMOUNT OF \$40,000.00, ESTABLISHING FINANCE ACCOUNT PROJECT NO. CI2325 ELECTRIC VEHICLE READINESS PLAN, TRANSFERRING \$10,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND INTO ACCOUNT PROJECT CI2325, BUDGETING AND APPROPRIATING \$50,000.00 INTO SAID PROJECT ACCOUNT, AND AUTHORIZING THE MAYOR TO EXECUTE THE PURCHASE ORDER AGREEMENT ON BEHALF OF THE CITY

SUMMARY:

This Ordinance accepts a small dollar grant from the Colorado Energy Office in the amount of \$40,000.00 for the purpose of developing an Electric Vehicle Readiness Plan. This initiative aims to identify pivotal partnerships and actionable strategies necessary to realize the vision and pave the way for community-wide adoption of electric vehicles. This award requires the City of Pueblo to match \$10,000.00 which will be provided from the City of Pueblo (City's) General Fund Balance. The grant award allocated to the project and the City's match amount total \$50,00.00, which will be budgeted and appropriated into account Project No. CI2325, Electric Vehicle Readiness Plan.

PREVIOUS COUNCIL ACTION:

Resolution No.13612 dated February 13, 2017, the Pueblo Community will be entirely powered by renewable sources of energy by 2035. The all-renewables plan tethers the City Pueblo to planning strategies that promote a more equitable, democratic energy marketplace.

BACKGROUND:

Motivated by a vision of clean air, quieter streets, and cost-effective transportation, Pueblo City Council set a bold goal on February 13, 2017, to make the City of Pueblo

fully powered by renewable energy by 2035, as outlined in Resolution No. 13612.

Under the guidance of the Mayor's Energy Advisory Commission, progress has been made in shaping building codes, sustainable transportation investments, and clean energy policies. However, challenges, including technical, financial, and legal aspects persist. The City of Pueblo is determined to overcome these hurdles and establish itself as a pioneer in Electric Vehicle (EV) adoption.

This project underscores Pueblo's commitment to a sustainable future, bridging the gap between strategic planning and funding needs. This modest grant injection will facilitate development of the City of Pueblo's EV infrastructure.

The City of Pueblo is on a journey toward electrical empowerment. This grants a pivotal cornerstone, guiding the path toward a greener, more sustainable tomorrow.

FINANCIAL IMPLICATIONS:

The matching funds in the amount of \$10,00.00 are being transferred from the unappropriated fund balance of the General Fund and budgeting and appropriating said funds into account Project No. CI2325 along with \$40,000.00 in awarded funds.

BOARD/COMMISSION RECOMMENDATION:

None

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Not approving the Ordinance will preclude the City of Pueblo from accepting the small dollar grant which will provide funding for developing EV infrastructure.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. CEO POGG1 24-2305 City of Pueblo
2. GRANT CERTIFICATION

ORDINANCE NO.

AN ORDINANCE ACCEPTING A SMALL DOLLAR GRANT FROM THE COLORADO ENERGY OFFICE IN THE AMOUNT OF \$40,000.00, ESTABLISHING FINANCE ACCOUNT PROJECT NO. CI2325 ELECTRIC VEHICLE READINESS PLAN, TRANSFERRING \$10,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND INTO ACCOUNT PROJECT CI2325, BUDGETING AND APPROPRIATING \$50,000.00 INTO SAID PROJECT ACCOUNT, AND AUTHORIZING THE MAYOR TO EXECUTE THE PURCHASE ORDER AGREEMENT ON BEHALF OF THE CITY

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

SECTION 1.

The small dollar grant purchase order issued by the Colorado Energy Office is hereby accepted. Purchase Order Number POGG1,EFAA,202400002305 dated 09/07/2023, reviewed by the City Attorney and approved as to form, a copy of which is attached hereto, is hereby approved. The Mayor is authorized to execute said Purchase Order for and on behalf of the City, and the City Clerk is authorized to affix the seal of the City thereto and attest the same.

SECTION 2.

Project Number CI2325, Electric Vehicle Readiness Plan is hereby established. Funds in the amount of \$10,000.00 are hereby transferred from the unappropriated fund balance of the General Fund and funds in the amount of \$40,000.00 from the Colorado Energy Office are hereby budgeted and appropriated into said project account.

SECTION 3.

Funds in the amount of \$50,000.00 are hereby budgeted and appropriated for the EV Readiness Plan account in Project No. CI2325.

SECTION 4.

The officers 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.

SECTION 6.

Payment shall be made following successful completion of the project. The final draft of the Plan (along with supporting documentation) shall be submitted to the Colorado Energy Office with an invoice requesting reimbursement. Successful completion of the project is satisfied by the presentation of the final draft of the Plan to City Council and shall not require or otherwise restrict the present or future City Council of Grantee to act in any particular manner in the exercise of their legislative power.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk



STATE OF COLORADO

Office of the Governor
Colorado Energy Office

Page 1 of 1

ORDER		*****IMPORTANT*****				
Number:	POGG1,EFAA,202400002305	The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.				
Date:	9/7/23					
Description:	UEI: NJK3BNUDRHJ7 Local Govt EV Readiness Planning Grant	BILL TO				
		Colorado Energy Office - Broadway 1600 Broadway Suite 1960 Denver, CO 80202				
Effective Date:	09/07/23					
Expiration Date:	06/30/24					
BUYER		SHIP TO				
Buyer:		Colorado Energy Office - Broadway 1600 Broadway Suite 1960 Denver, CO 80202				
Email:						
VENDOR		SHIPPING INSTRUCTIONS				
CITY OF PUEBLO PO BOX 1427 PUEBLO, CO 81002-1427		Delivery/Install Date: - FOB:				
Contact:	finance dept eft remits					
Phone:	GEORGE ANDREWS					
VENDOR INSTRUCTIONS						
EXTENDED DESCRIPTION						
Grantee shall perform the work as outlined in Exhibit A, the Statement of Work, attached hereto and incorporated by reference herein.						
Exhibit B, Federal Provisions are attached hereto and incorporated by reference herein.						
Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.
1	G1000		0	0.00	\$40,000.00	☐
Description: Grant Commodity						
Service From: 09/07/23		Service To: 06/30/24				
TERMS AND CONDITIONS						
https://www.colorado.gov/osc/purchase-order-terms-conditions						
DOCUMENT TOTAL = \$40,000.00						

Exhibit A – Statement of Work

I. Project Description

The Colorado Energy Office (hereinafter called “CEO” or the “State”) agrees to provide grant funding to the City of Pueblo (hereinafter called “Grantee”), who shall develop a region-wide Electric Vehicle (“EV”) Readiness Plan (hereinafter called “Plan”). The scope of this Plan is focused on supporting the current and future adoption of EVs, including on-road personal and fleet vehicles, and necessary EV infrastructure. Reflecting the needs of the community and its stakeholders, the Plan shall be actionable and built on shared regional goals. The Plan developed shall include an assessment of the existing EV market, a description of key barriers (e.g., land use code and zoning, cost, access to information, etc.), stakeholder engagement, and an EV readiness roadmap covering community goals, infrastructure deployment, and cost analysis.

Local governments are uniquely positioned to advance emissions reduction strategies in buildings, energy generation, and transportation. The Polis Administration’s Roadmap to 100% Renewable Energy By 2040 and Bold Climate Action calls for local governments to lead by example, and for the State to support local government EV planning and investment in EV charging infrastructure. In developing these plans, local and regional governments can develop a common vision for EV readiness, identify key partnerships and actionable strategies needed to achieve the vision, and prepare for and stimulate community adoption of EVs. The Plan developed with this grant shall support the Colorado EV Plan of 2023 establishing a target of 940,000 EVs by 2030, as well as supporting numerous local, state, and federal climate action plans in preparing for and implementing actions that support increased use of EVs throughout the region.

II. Work Tasks, Deliverables, and Timeline

Grantee is seeking an external contractor to develop an EV Readiness Plan for the City of Pueblo. The Plan shall be developed in close cooperation with other key stakeholders, to establish a roadmap for electric vehicle infrastructure. As part of this grant, Grantee shall issue a competitive Request for Proposal and execute a contract with the successful contractor for the Plan development. The Grantee, through its selected subcontractor, shall be responsible for the following work tasks and deliverables.

EV Readiness Plan Development

Grantee shall oversee the development of a relevant, comprehensive strategic EV Readiness Plan that addresses the immediate needs as well as long-term planning objectives for the City of Pueblo. The Plan shall achieve the following: describe the planning region; how the Plan aligns and connects to existing community goals, plans, and priorities; status of EVs and charging infrastructure in the area; identify opportunities; recommend local policies to support electrification; quantify capital investment needs; identify funding opportunities to implement recommended EV improvements; and provide strategies to reduce and resolve barriers to the widespread deployment of private and public EV infrastructure. The Plan shall also include

existing and projected information about the area and surrounding region, such as demographics, economic characteristics, etc.

Stakeholder Outreach

Grantee shall conduct outreach with stakeholders to identify existing conditions as well as obstacles and opportunities for electric vehicle adoption included in the elements below. Initial stakeholder outreach may include interviews and/or meetings with the City of Pueblo and local groups with EV interest and ownership, representatives of stakeholder groups, and technical experts. While not an exhaustive list, the Grantee shall conduct outreach with the following stakeholders:

- City of Pueblo's Transit and Public Works Departments
- Pueblo County
- Black Hills Energy
- Pueblo Community College (PCC)
- Colorado State University-Pueblo (CSU-P)
- Pueblo Regional Building Department
- Pueblo District 60 school district
- Pueblo Urban Renewal Authority
- Pueblo Area Council of Governments (PACOG)
- Pueblo Housing Authority
- Mothers Out Front
- Renewable Energy Owners Coalition of America (REOCA)
- Pueblo Active Community Environments
- Pueblo's Energy Future
- Drive Clean Colorado
- National Renewable Energy Lab (NREL)
- South Central Council of Governments (SCCOG)

Assessment

Assessment is needed by the Grantee to: outline existing conditions, initiatives, policies, and programs in place based on region-specific data; identify critical barriers, gaps, key needs, potential programs and partnerships; and provide background for plan development. The Grantee's EV expertise, including knowledge of EV infrastructure, trends, and research, shall inform this assessment.

Identify Needed Infrastructure

Grantee shall develop a city-area charging infrastructure plan that includes, but is not limited to, the following: upgrade recommendations; analysis for opportunities for EV charging station locations based on current demand, anticipated demand growth, and existing infrastructure; public opportunities; private opportunities; appropriate equipment types for each recommended location (i.e., Level 2 and/or Level 3 (DC fast chargers)); and cost estimates for recommended improvements.

Grantee shall also provide analysis of the potential grid impacts of EVs, consider ongoing efforts to also electrify energy use in buildings, address electricity rate structure and identify battery and other options needed to manage demand charge, and summarize predominant concerns and issues as well as preferred alternatives.

Grantee shall also review community permitting and zoning processes for EV charging stations, with a focus on DC fast-charging stations. Reference resources as needed including the recent analysis, [Planning and Zoning for Electric Vehicle Charger Deployment](#), and NESCAUM's 2019 white paper, [Preparing Our Communities for Electric Vehicles: Facilitating Deployment of DC Fast Chargers](#) for a better understanding on emerging best practices. As part of the Plan, the Grantee shall make recommendations on ways to streamline the community's/communities' permitting process for EV charging stations.

Identify Needed Programs and Policy

Grantee shall identify barriers to and methods of increasing EV use by residents and in public and private fleets, identify opportunities such as smart charging, renewable energy, and battery storage to optimize grid capacity, analyze innovative charging options like curbside, streetlight, solar, wireless, and their applicability in the City of Pueblo, and investigate opportunities to partner with neighboring communities and regional entities to increase EV use and opportunities while not encouraging increased vehicle use.

Formulate Strategy and Recommendations

Grantee shall make recommendations for implementation options by key stakeholders (such as state and local government entities in addition to public-private partnerships) and other actions to further develop readiness and support for current and future implementation, such as estimated deployment to meet increasing demand of traveling public and legislation/ordinances as needed to implement accordingly.

Grantee's recommendations shall also reflect what is needed to advance EV adoption, leverage existing plans, and to lead to widespread deployment of public and private EV infrastructure. Specific recommendations are required in the areas of infrastructure, services, policies, programs, partnerships, lead by example, funding, and guidance.

Funding and Guidance

Funding is a vital component of electric vehicle implementation. Thus, the Grantee shall identify existing and potential funding opportunities, incentives, and rebates, including grants and funding sources for EV adoption and EV Readiness Plan implementation. This may include local funds, private and public grants, and other funding mechanisms.

Grantee shall research and recommend utility payment methods for EV customer usage of public charger ports to recover costs and generate revenue. Grantee shall also develop guidance in regards to implementation of EV-related codes and ordinances. Additionally, the Grantee shall identify cost-effective strategies for the City of Pueblo to support EV charging on municipal property and the public right of way for fleet and/or public use, analyzing factors such as ownership models, parking and charging fees, infrastructure costs, operations and maintenance costs, Low Carbon Fuel Standard credits, utility demand charges, synergies with other alternative transportation efforts, and new or complementary technologies, including solar energy systems, battery storage, demand management systems, bidirectional charging, and possible integration with emerging autonomous vehicle (hereinafter called “AV”) technologies.

Complete Draft of EV Readiness Plan

The Plan shall develop timelines, estimated costs, and opportunities for funding. The Plan shall also identify roles and responsibilities for the City of Pueblo, stakeholders, potential partners, and the community; and identify metrics and/or performance targets to track performance.

Additionally, the Plan shall include a projection of future EV adoption and benefits, including greenhouse gas emissions impact, based on business as usual and implementation of the actions identified under different scenarios. The Plan shall establish reasonable targets for EV adoption; include any other required information as outlined in this Statement of Work; and recommend key performance indicators (“KPIs”) by which to track progress.

Final EV Readiness Plan

Once the draft of the EV Readiness Plan has been refined based on feedback by the City of Pueblo, a final draft of the EV Readiness Plan shall be prepared and presented to the City of Pueblo for adoption. Grantee shall expect to provide at least one presentation during this process to the City of Pueblo for adoption. Any changes directed by the City of Pueblo shall be incorporated into the Final EV Readiness Plan. In addition to being substantively strong, the City of Pueblo expects that the final report shall be an attractive and graphically-rich document. It shall be visually appealing and written in a clear, accessible manner. Grantee shall be provided with an electronic copy of the final version (both Microsoft Word and PDF formats), including tables in Microsoft Excel format and maps in GIS file format (as applicable). Individual project timelines shall be determined once the Grantee has selected a vendor a contract has been executed with the Grantee.

Individual project timelines shall be determined after issuance of this Small Dollar Grant Award. All Statement of Work activities must be completed by June 30, 2024.

Key Personnel:

- Luann Martinez, Grant and Development Administrator, City of Pueblo Government
- George Andrews, Energy Project Coordinator, City of Pueblo Government
- Kayleigh McKenzie, Grant Compliance Manager, City of Pueblo Government

III. Testing & Acceptance Criteria

CEO shall determine whether deliverables meet the Work Task requirements in this Statement of Work. At the conclusion of the project, the Grantee shall submit the final draft of the Plan to CEO for review. CEO anticipates that prior to submission, the Plan shall go through an internal quality assurance process and as such, shall reflect the requirements of this Statement of Work.

IV. Reporting

Written reporting is not required for this project; however, the Grantee shall coordinate and conduct monthly virtual meetings with CEO to provide progress updates and answer any questions from CEO in connection with the Plan.

V. Budget

The maximum amount payable under this Agreement is \$40,000.00, as determined by the State from available funds. Satisfactory performance under the terms of this Agreement shall be a condition precedent to CEO's obligation to compensate the Grantee. CEO shall not be liable to pay or reimburse the Grantee for any performance hereunder prior to the Service From Date as shown on the face of the Small Dollar Grant Award.

The Grantee shall provide a cash match of \$10,000.00. The program budget total is \$50,000.00.

VI. Payment

Payment shall be made following successful completion of the project. The final draft of the Plan (along with supporting documentation) shall be submitted to CEO with an invoice requesting reimbursement.

VII. Small Dollar Grant Award Term

The Grantee shall begin work upon the later of the Service From Date as shown on the face of this Small Dollar Grant Award or upon Grantee's acceptance of this Agreement. This Small Dollar Grant Award shall terminate on June 30, 2024, unless sooner terminated or further extended as specified elsewhere herein.

EXHIBIT B, FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. “Award” means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. “Entity” means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.3. “Executive” means an officer, managing partner or any other employee in a management position.
 - 2.1.4. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
 - 2.1.5. “Grant” means the Grant to which these Federal Provisions are attached.
 - 2.1.6. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
 - 2.1.7. “Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
 - 2.1.8. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- 2.1.8.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.8.2. Is not organized primarily for profit; and
 - 2.1.8.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.9. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.10. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.11. “Prime Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.12. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.13. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.14. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.15. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
 - 2.1.15.1. Salary and bonus;
 - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

- 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. “Unique Entity ID” means the Unique Entity ID established by the federal government for a Grantee at <https://sam.gov/content/home>.
- 2.1.18. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

3. COMPLIANCE.

- 3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID REQUIREMENTS.

- 4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. Unique Entity ID. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee’s information at <http://www.sam.gov> at least annually after the initial registration, and more frequently if required by changes in Grantee’s information.

5. TOTAL COMPENSATION.

- 5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
 - 5.1.2. In the preceding fiscal year, Grantee received:
 - 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

- 5.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

- 6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. If Grantee is a Subrecipient, Grantee shall report as set forth below.
- 8.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM **for each** Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:
- 8.1.1.1. Subrecipient Unique Entity ID;
 - 8.1.1.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
 - 8.1.1.3. Subrecipient parent's organization Unique Entity ID;
 - 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 8.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Grant, the following data elements:
- 8.1.2.1. Subrecipient's Unique Entity ID as registered in SAM.

- 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

- 10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

- 11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS.

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant.
 - 12.1.1. [Applicable to federally assisted construction contracts.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - 12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

- 12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

13. CERTIFICATIONS.

- 13.1. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.
- 15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
 - 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
 - 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
 - 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
 - 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
 - 15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

GRANT CERTIFICATION

To: Heather Graham, President of the City Council
Nicholas Gradisar, Mayor

Re: Local Government Electric Vehicle (EV) Readiness Grant Program

I hereby certify that I have reviewed and am familiar with the attached documents, and to the best of my knowledge and belief, the City has the present ability to comply with all special conditions, certifications and assurances therein contained.

Name (print) George Andrews

Date: September 12, 2023

Title: Energy Coordinator



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 25, 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 COLORADO DEPARTMENT OF LAW PEACE OFFICER STANDARDS AND TRAINING (POST) GRANT, JULY 1, 2023 THROUGH MARCH 31, 2024, ESTABLISHING PROJECT NUMBER PS2310, TRANSFERRING FUNDS NOT TO EXCEED THE AMOUNT OF \$5,347.20; TRANSFERRING \$4,947.20 FROM PROJECTS-TO-BE-DETERMINED IN THE PUBLIC SAFETY GRANTS FUND, AND TRANSFERRING \$400.00 FROM THE POLICE DEPARTMENT'S GRANT MATCH BUDGET IN THE PUBLIC SAFETY FUND

SUMMARY:

The Colorado Department of Law has informed the Pueblo Police Department that funds are available for a Peace Officer Standards and Training (POST) Grant. The term of this grant covers the period from July 1, 2023 through March 31, 2024.

PREVIOUS COUNCIL ACTION:

Previous grants of this nature have routinely been approved each year.

BACKGROUND:

The Colorado Department of Law has informed the Pueblo Police Department that funds are available for a Peace Officer Standards and Training (POST) Grant. These funds will be used to purchase grappling mats (1-1/2 inch x 1x1 meter) for training. The term of this grant covers the period from July 1, 2023 through March 31, 2024.

FINANCIAL IMPLICATIONS:

This grant will require staff time for project management and reporting. There is an expense shortfall of roughly \$400.00. The shortfall will be paid using the Police Department's grant match funds in the Public Safety Fund.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

There is no stakeholder process required for this grant.

ALTERNATIVES:

If City Council does not approve this Ordinance, the grant offer will not be accepted and the \$4,947.20 not be given to the Police Department for training equipment.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Pueblo_PD_FY24_SDGA_Signed

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A COLORADO DEPARTMENT OF LAW PEACE OFFICER STANDARDS AND TRAINING (POST) GRANT, JULY 1, 2023 THROUGH MARCH 31, 2024, ESTABLISHING PROJECT NUMBER PS2310, TRANSFERRING FUNDS NOT TO EXCEED THE AMOUNT OF \$5,347.20; TRANSFERRING \$4,947.20 FROM PROJECTS-TO-BE-DETERMINED IN THE PUBLIC SAFETY GRANTS FUND, AND TRANSFERRING \$400.00 FROM THE POLICE DEPARTMENT'S GRANT MATCH BUDGET IN THE PUBLIC SAFETY FUND

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 Colorado Department of Law, Peace Officer Standards and Training (POST); and

WHEREAS, the Colorado Department of Law, Peace Officer Standards and Training (POST) has tendered 2023 In-service Grant funding; 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 Award of the 2023 Colorado Department of Law, Peace Officer Standards and Training (POST) In-service Grant funding is hereby accepted and approved in the amount of \$4,947.20.

SECTION 2.

Project Number PS2310 is hereby established in the Public Safety Grants Fund.

SECTION 3.

The amount of \$4,947.20 is hereby authorized for transfer from the Projects To Be Determined Account in the Public Safety Grants Fund to Project Number PS2310. Said funds shall only be expended and used for this Project.

SECTION 4.

The amount of \$400.00 is hereby authorized for transfer from the Police Department's grant match budget in the Public Safety Fund to Project Number PS2310

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 _____.

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

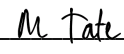
COLORADO DEPARTMENT OF LAW		IMPORTANT			Small Dollar Grant Award		
PEACE OFFICER STANDARDS AND TRAINING (POST)							
RALPH L. CARR COLORADO JUDICIAL CENTER		The SDGA # and LINE # must appear on all invoices, packing slips, cartons and correspondence.			DEPARTMENT OF LAW		
1300 BROADWAY, 9TH FLOOR					PEACE OFFICER STANDARDS AND TRAINING		
DENVER, CO 80203				SDGA #:	POGG1 LAAA GT240000000000000080		
Grantee:	Pueblo Police Department			Start Date:	7/1/2023	End Date:	3/31/2024
Contact:	Melissa Jacober						
Contact's County:	Pueblo						
Phone:	719-553-3268						
E-Mail:	mjacober@pueblo.us						
Ship To:				Invoice To:			
Name and Address:	Pueblo Police Department			Colorado Department of Law			
	200 S. Main Street			Peace officer Standards and Training (POST)			
	Pueblo, CO 81003			1300 Broadway, 9th Floor			
				Denver, CO. 80203			
				post.grants@coag.gov			
Instructions to Grantee							
Any questions regarding this Small Dollar Grant Award should be directed to kimberly.hernandez@coag.gov or 720-508-6882		1. If for any reason Grantee's receipt of goods or services paid for by this grant will be delayed beyond the End Date of this grant, please notify the POST contact identified in these Instructions to Grantee. The State reserves the right to cancel this grant in instances where timely delivery to Grantee cannot be made.					
Special Instructions:							
1.	Order of precedence: 1) Small Dollar Grant Award Terms & Conditions; 2) Exhibit A Statement of Work (SOW)/Applicable Laws (Exhibit A).						
2.	Small Dollar Grant Award Terms and Conditions: https://www.colorado.gov/osc/purchase-order-terms-conditions						
3.	Description:						
•	This Small Dollar Gant Award is to provide funds to Vendor to secure training equipment for the training of peace officers in the State of Colorado. See Exhibit A Statement of Work .						
•	Payment will be made upon satisfactory delivery of goods and/or completion of training or services and receipt of a correct vendor invoice and documentation of training attendance.						
•	Grantee invoices must be received no later than sixty (60) calendar days from the completion of goods and/or the completion of services and/or training. It is the responsibility of the Grantee to ensure that invoices are received at the "Invoice To" location above within the time frame specified. ALL INVOICES FOR PAYMENT MUST BE SUBMITTED NO LATER THAN CLOSE OF BUSINESS March 31, 2024; UNLESS PRIOR AUTHORIZATION FOR AN EXTENSION IS GRANTED BY THE POST GRANT MANAGER, OR DESIGNEE.						
•	THIS SMALL DOLLAR GRANT AWARD IS NOT EFFECTIVE UNTIL SIGNED BY THE CONTRACTS AND PROCUREMENT DIRECTOR. UNDER NO CIRCUMSTANCES SHALL THE GOODS AND/OR SERVICES BE ORDERED OR PERFORMED PRIOR TO THE SDGA EFFECTIVE DATE, NOR EXCEED THE DOCUMENT TOTAL WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE DEPARTMENT OF LAW.						
				DOCUMENT TOTAL = \$4,947.20			
		THIS SDGA IS ISSUED IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS FOR THE STATE OF COLORADO					
		Name: Mitchell Tate					
		Title: Contracts and Procurement Director					
		Date: 6/23/2023					
		State Purchasing Delegate Signature:				DocuSigned by:  2E52165B36A2433...	

EXHIBIT A

STATEMENT OF WORK

1. **Parties:** This Small Dollar Grant Award (hereinafter called “SDGA”) is entered into by **Pueblo Police Department** (hereinafter called “Grantee”), and the **STATE OF COLORADO acting by and through the Department of Law, on behalf of the office of Peace Officer Standards and Training (POST)** (hereinafter called “State, or DOL-POST”).
2. **General Description:**
 - a) **Authority.** Authority to enter into this Small Dollar Grant Award exists in C.R.S.24-31-310 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 42-3-304 (24) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.
 - b) **Purpose.** The purpose of this Small Dollar Grant Award is to engage the services of the grantee to assist the Department of Law, on behalf of the Peace Officer Standards and Training (POST) office, with its statutory responsibility of providing law enforcement training and safety courses to Colorado peace officers.
3. **Program Year/Effective Date.** The program year (starting and ending date) is July 1, 2023 thru March 31, 2024. All small dollar grant awards will begin on their effective date (signature date of the State Purchasing Delegate) and end on March 31, 2024. DOL-POST shall not be liable to reimburse the grantee for any performance, hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the **Effective Date** or after the **End Date** set forth in the main body of this Small Dollar Grant Award.
4. **Project Description and Budget.** The maximum amount payable under this Small Dollar Grant Award to the grantee by the State is **\$4,947.20** for the following approved project activities:

Project Activity	Approved Budget
Training Equipment	\$4,947.20
TOTAL	\$4,947.20

5. **Equipment.** Equipment is defined as non-expendable personal property with a useful life of more than one year. The grantee is required to document its procurement procedures and maintain this documentation in the grant records. Receipts or invoices with order and delivery dates are required for all equipment items. Grantees are allowed to follow the procurement requirements of the state or unit of local government as long as the requirements meet or exceed the state requirements listed below. Procurement procedures are required and must be maintained in the records of the grantee.

6. **Inventory Procedures.** If the grantee is purchasing equipment as a part of this Award the grantee must have an effective system of property management and controls to safeguard against loss, damage, or theft of equipment.

Adequate maintenance procedures must be developed to keep the property in good condition. The grantee is required to maintain a POST inventory form for equipment purchased, in whole or in part, with grant funds which contain the following information:

- Description of item
- Serial number and property inventory number
- Date of purchase and delivery
- Check or voucher number
- Cost documentation, invoices, receipts
- Equipment location
- Present use
- Condition
- Disposition information

7. **Reporting.** Equipment purchased with state grant funds must be reported on annually. The ONLY equipment/property that does not need to be reported to POST is ammunition and simunitions. A POST equipment reporting form must be submitted to post.grants@coag.gov for each equipment item by June 30th annually. This form provides the necessary disposition and retention information. Equipment records must be maintained for seven (7) years from the date the first annual report is submitted to DOL-POST. If any litigation, claim, or audit is started before the expiration of the seven (7) year period, the records shall be retained beyond the seven-year period, until all litigation, claims, or audit findings involving records have been resolved.
8. **Disposition of Equipment.** Disposition includes the sale (for trade-up purposes only) or trade-in of equipment as well as the disposal of equipment and the end of its useful life. Documenting the disposition of equipment must be reported on a POST Equipment Disposition Form accompanied with the Equipment Inventory Report Form which is due to POST by June 30th. If disposition of equipment occurs prior to year-end, the Equipment Disposition Form must be submitted at that time. Disposition of equipment requires DOL-POST approval prior to the disposition. A copy of the form(s) must be retained in the grantee's file after the final disposition of the property. At the end of the grant award period, ownership/title to all equipment may vest to the grantee agency if they will use the property for the purposes of the legislation under which the grant was made. POST will require the agency to track the equipment on the Equipment Inventory Report Form. Equipment must be available for inspection by POST personnel. If the grantee agency no longer has a need for the equipment, and the equipment is in working order, the ownership/title to the property will vest to the state. The state will seek to have the property used for training purposes prior to disposing of it.

9. **Procurement Procedures.** Purchases of equipment and services shall be in a manner providing maximum open and free competition. Procurement shall be made by one of the following methods:
- **Discretionary purchase procedures** are those relatively simple and informal procurement methods for securing services, and supplies, that does not exceed \$50,000 in the aggregate. If small purchase procedures are used for procurement under the grant, written quotes must be obtained and documented from at least three (3) qualified sources. These procedures are generally used for the acquisition of relatively small, standardized items such as computers.
 - **Small purchase procedures** (Documented Quote or other competitive process) is one method that can be used to procure goods or services that cost more than \$50,000. A Documented Quote (DQ) or similar small dollar solicitation is publicized, negotiations are conducted with more than one of the sources submitting offers, and a fixed-price cost-reimbursable type contract is awarded, as appropriate. The following requirements apply to competitive negotiations:
 - DQ's must be publicized and identify all evaluation factors and their relative importance. Any response to publicized DQ's shall be honored to the maximum extent possible.
 - Proposals must be solicited from at least three (3) qualified sources.
 - Grantees must have a method for conducting technical evaluations of the proposals received and for selecting vendors.
 - Awards must be made to the responsible firm (individual) who proposal is most advantageous to the program, with price and other factors considered.
 - **Competitive sealed bids** (formal advertising) can also be used for procurement over \$50,000. Bids are publicly solicited and a firm, fixed-price contract (lump sum or unit price) is awarded to the responsible bidder, whose bid, conforming to all material terms and conditions of the invitation for bids, is the lowest price. Procurement by sealed bids under a grant will be accomplished through the use of state purchasing procedures or an equivalent local established procurement procedure, which is not less restrictive than the State process.
 - **Non-competitive negotiation** (sole-source justification) is procurement through the solicitation of a proposal from only one source or after solicitation of a number of sources when competition is determined inadequate. Prior approval by DOL-POST is required for all non-competitive procurement.
10. **Payments.** Payments shall be made in accordance with the provisions set forth in the Small Dollar Grant Award and applicable State Controller Fiscal Rules and DOL-POST disbursement procedures. Payments to Grantee are limited to the unpaid obligated balance of the Small Dollar Grant Award. **Grantee shall submit a request for reimbursement within sixty (60) calendar days from the delivery of goods and/or the completion of services and/or training and no later than March 31, 2024; unless prior authorization for an extension is granted by the POST Grant Manager or Designee.** Payment requests must be submitted with cost documentation (receipts, invoices, canceled checks) and proof of attendance (if attending training). Lodging (hotel) receipts must be dated and itemized.

11. **Grant Record Retention.** All grant records must be retained for three (3) years after the end of the state fiscal year that includes the end date of the grant. For example, if the grant ended June 30, 2019 the state fiscal year would be July 1, 2018 to June 30, 2019. The files could be destroyed after June 30, 2022. Grant records include all financial records, supporting documents, statistical records, and all other records pertinent to the grant. Source documents include copies of the grant award, any required reports, accounting transactions, the general ledger, personnel and payroll records (if applicable to the award) and any related documents and records.
12. **Applicable Laws.** At all times during the performance of this Small Dollar Grant Award, Grantee shall comply with all applicable State laws and their implementing regulations, currently in existence and as hereafter amended, including without limitation those set forth in this Exhibit. Laws, regulations, and authoritative guidance incorporated into this Small Dollar Grant Award include, without limitation:
- Department of Law, Peace Officer Standards and Training Continuing Education Grant Guidelines, available on the POST website.
 - State of Colorado, State Controller Fiscal Rules, available on the Colorado.gov website.
 - C.R.S. §24-31-310 Resources for the Training of Peace Officers.
 - C.R.S. §24-31-303 (I) Duties, Powers of the POST Board.
 - C.R.S. §24-31-315 Annual In-Service Training Requirements.
13. **Compliance:** The Grantee agrees to be responsible for ensuring compliance with this Small Dollar Grant Award Terms and Conditions and ensure that any equipment or ammunition purchased as a part of this Award will be used for training purposes only.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 25, 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 A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO AND HEALTH SOLUTIONS OF PUEBLO, A NON-PROFIT ORGANIZATION, RELATING TO THE DELIVERY OF SERVICES VIA THE SOLUTIONS OUTREACH SERVICES TEAM (S.O.S. TEAM), AND AUTHORIZING THE MAYOR'S SIGNATURE THERETO

SUMMARY:

The purpose of this agreement is to formalize a relationship between Health Solutions and the City of Pueblo in order to more efficiently and effectively deliver healthcare services to Pueblo community members in need of non-emergency services.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The purpose of this agreement is to create a safer and more supportive environment for the Pueblo community. To further this purpose, the agreement seeks to leverage behavioral health interventions and resource connections, including but not limited to, supporting community members who contact police dispatch but do not require police intervention. It is anticipated that this arrangement will lessen the need for uniformed officers to respond to calls where there is no emergency, but healthcare services may be needed nonetheless. Additionally, the program has the potential to address the needs of the unhoused population and enhance resource accessibility for all individuals with whom the team engages. In order to facilitate the purpose of this agreement, the S.O.S. Team will respond to calls exclusively within the city limits of Pueblo.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

City Council can decline to accept the Memorandum of Understanding and reject the additional healthcare services afforded by this agreement.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. LP mou clean CA edits 091423

ORDINANCE NO.

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO AND HEALTH SOLUTIONS OF PUEBLO, A NON-PROFIT ORGANIZATION, RELATING TO THE DELIVERY OF SERVICES VIA THE SOLUTIONS OUTREACH SERVICES TEAM (S.O.S. TEAM), AND AUTHORIZING THE MAYOR'S SIGNATURE THERETO

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

SECTION 1.

The memorandum of understanding between the City of Pueblo, a Colorado Municipal Corporation, and Health Solutions, a non-profit organization, copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute the Memorandum of Understanding in the name of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

The officers and staff of the City are authorized and directed to perform any and all acts consistent with the intent of this Ordinance and the attached Memorandum of Understanding 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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made effective as of September 1, 2023 ("Effective Date") by and between Health Solutions ("Service Provider") of 41 Montebello Rd., Suite 200, Pueblo, Colorado 81001, and the City of Pueblo ("City"), a Municipal Corporation, and its Police Department of One City Hall Place, Pueblo, Colorado 81003 with a termination date of, August 31, 2025 ("Termination Date").

1. STATEMENT OF WORK

1.1 Service Provider and City shall provide certain services ("Services") as described in Exhibit A: Statement of Work

1.2 Service Provider will initially provide one SOS team. Service Provider cannot and does not guarantee the availability of any SOS team at any given time or in response to any call from City. Additional SOS may be provided as training and funding permits.

2. TERM

The initial term of this MOU shall begin on the Effective Date and end on the Termination Date. After completion of the initial term, this MOU will automatically renew for successive one (1) year renewal terms. This MOU may be terminated by either party upon sixty (60) days prior written notice to the other party.

3. INDEPENDENT CONTRACTOR

Personnel providing Services will at all times be an employee of Service Provider and not City. Service Provider will have sole responsibility and expense for all matters relating to the maintenance of personnel and payroll records, the withholding and payment of federal, state, and local income and payroll taxes, the payment of workers' compensation and unemployment compensation insurance, wages, and other fringe benefits. Service Provider personnel will not be entitled to any compensation, payment, or benefits of any kind directly from City.

4. SCHEDULES

Service Provider and City will jointly cooperate in establishing the monthly schedule for the Services so that the schedule does not hinder the City's established schedules.

5. CONFIDENTIALITY

City, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of City, or divulge, disclose, or communicate in any manner, any information that is proprietary to Service

Provider. City and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this MOU. Any oral or written waiver by Service Provider of these confidentiality obligations which allows City to disclose Service Provider's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

Correspondingly, Service Provider and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Service Provider, or divulge, disclose, or communicate in any manner, any information that is proprietary to City. Service Provider and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this MOU. Any oral or written waiver by City of these confidentiality obligations which allows Service Provider to disclose City's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

6. RECORDS

All records created by Service Provider shall remain the sole and separate property of Service Provider. All records created by Service Provider containing protected health information, as defined by 45 CFR 160.130, are subject to the Health Insurance Portability and Accountability Act of 1996, the privacy regulations generally referred to as 45 CFR Part 2, the confidentiality requirements of records subject to 42 CFR Part 2 and any applicable state law.

All records created by City shall remain the sole and separate property of City. All records created by City are subject to the open records laws of the State of Colorado, including, but not limited to, the Colorado Open Records Act, Sec. 24-72-201, C.R.S. et seq., and the Colorado Criminal Justice Records Act, Sec. 24-72-301 et seq.

7. INDEMNIFICATION

Service Provider agrees to hold harmless, defend, and indemnify City from and against any liability to third parties, arising out of negligent acts, errors, or omissions of Service Provider, its employees, agents, representatives, subcontractors and consultants. Service Provider agrees to hold harmless, defend, and indemnify City from and against any liability to person or legal entity arising out of negligent acts, errors or omissions of Service Provider and its employees, agents, representatives, subcontractors, and consultants. Nothing in this Agreement 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.

8. FORCE MAJEURE

If performance of this MOU or any obligation under this MOU is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

9. ENTIRE AGREEMENT

This MOU contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this MOU. This MOU supersedes any prior written or oral agreements between the parties.

10. SEVERABILITY

If any provision of this MOU will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this MOU is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

11. AMENDMENT

This MOU may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

12. NOTICE

Any notice or communication required or permitted under this MOU shall be sufficiently given if delivered in person, by email acknowledged by both parties, or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing. Additionally, a courtesy copy of any notice or communication required or permitted under this MOU, intended for receipt of City, shall also be provided to the Chief of Police, Pueblo Police Department, 200 South Main St., Pueblo, CO 81003, either delivered in person or by certified mail, return receipt requested.

13. WAIVER

The failure of either party to enforce any provision of this MOU shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this MOU.

14. CITY PROPERTY

Service Provider acknowledges and understands that City may, at its sole discretion, provide radio and/or other electronic or computer equipment for Service Provider's use during the term of this MOU. Should any property provided by City to Service Provider for its use become inoperable, lost, misplaced, or damaged, or unserviceable in any way due to neglect, misuse, or abuse, Service Provider shall be responsible for the repair and/or replacement of such equipment.

15. RESPONSE TO CALLS FOR SERVICE

This MOU contemplates Service Provider and its employees, agents, representatives, subcontractors and consultants may respond to calls for service in a motor vehicle. This MOU in no way authorizes Service Provider nor its employees, agents, representatives, subcontractors, or consultants to respond to calls for service or at any other time in an emergency mode or as an authorized emergency vehicle as defined within Colorado law. City shall be authorized to conduct any investigation deemed necessary with respect to this Section. Should City have probable cause to believe a violation of this Section has occurred, irrespective of whether a court of competent jurisdiction has made such a determination, such violation shall be considered a material breach of this MOU and, notwithstanding the termination notice and time limitations contained within Section Two (2) of this MOU, shall furthermore be grounds for termination at any time at the discretion of the City upon written notice as required under Section 13 of this MOU.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives as of the date first above written.

City:
City of Pueblo-Colorado

Service Provider:
Health Solutions

By: _____

By: _____

Name: _____

Jason Chippeaux, CEO

Title: _____

Exhibit A

Statement of Work

I. Services Provided By Pueblo Police Department (PPD)

1. Training by (PPD) for the Health Solutions Outreach and Engagement Services (SOS) Program team members to include:
 - Radio operations
 - Codes
 - PPD Standard Operating Procedures
2. Participation of PPD and SOS in weekly Outreach and Engagement collaborative meetings for Case Conferencing.
3. Dispatching the Health Solutions Outreach and Engagement SOS Program team members using the established triage screening process with 911 dispatch.

II. Services of Health Solutions

1. SOS Team will consist of a Clinician, EMT, and Peer.
2. The SOS Team will not be armed and will not perform any law enforcement duties.
3. SOS will not respond to incidents that involve violence or life-threatening medical situations.
4. The SOS Team will respond to the following calls:
 - Assist
 - Intoxicated Person
 - Suicidal Series
 - Welfare Check
 - Indecent Exposure
 - Trespass/Unwanted Person
5. Health Solutions will work with PPD Officers and PPD Dispatch to create and implement a decision tree for Dispatch to use when deciding if SOS is appropriate to dispatch.
6. The SOS Team will initially start with one Team (Clinician, EMT, Peer). They will work from 10 am to 10 pm. The days of the week will vary and will be discussed with PPD at the beginning of each month. Days may be either Tuesday, Wednesday, and Thursday or Friday, Saturday, and Sunday. It is contemplated a second team may later be established so that 6 (six) days a week will be covered (Monday no coverage).

III. Provisions

1. All Health Solutions Outreach and Engagement SOS team members will complete the Background clearance with City before receiving access to the radio and any computer network or database used, accessed or facilitated by City.
2. Health Solutions will request, as necessary, through any state, county, or local regulatory body, access to the radio system. City agrees to assist Service Provider by providing any necessary documentation and training to said state, county, or local regulatory bodies in order to facilitate Service Provider being able to access the radio system. Service Provider must adhere to all policies related to the use of

the portable and mobile radios as directed by the City including their use only within city limits.

3. Should City not have a sufficient number of radios for use by Service Provider, Health Solutions will purchase additional radios for use by the SOS team members in amounts and at costs agreed to by Health Solutions.
4. Upon termination of this MOU, all City-owned equipment or property, be it leased to, on loan to, or provided in any manner to Service Provider and any of its employees, agents, representatives, subcontractors and consultants, shall be returned to City upon request unless other arrangements have been made and confirmed in writing between the parties.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 25, 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 A MEMORANDUM OF UNDERSTANDING BETWEEN THE NATIONAL INSURANCE CRIME BUREAU (NICB) AND THE CITY OF PUEBLO RELATING TO AUTHORIZED ACCESS TO NICB RESOURCES TO ASSIST IN THE INVESTIGATION OF THEFT AND FRAUD-RELATED CRIMES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is a memorandum of understanding which, upon execution, will allow the Pueblo Police Department to have continued access to resources which the department uses to investigate theft and fraud-related crimes.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

NICB maintains a database of information to assist law enforcement in the investigation of theft and fraud-related crimes. This is possible through a collaborative effort between insurance companies, the people they serve, and law enforcement agencies across the country. NICB also provides additional support to law enforcement through training opportunities, documents, and other investigative assistance. These efforts are intended to both solve and prevent crime.

The Pueblo Police Department has relied upon NICB's assistance and expertise in the past with respect to conducting investigations locally. The Pueblo Police Department considers these resources to be extremely important to its mission of solving/preventing crime and would like to continue its relationship with NICB in order to do so. In order to obtain continued access to these resources, NICB is requiring participating agencies to agree to a memorandum of understanding with NICB.

FINANCIAL IMPLICATIONS:

There are no financial implications with respect to this ordinance.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Council can choose to decline entering into the agreement and the Pueblo Police Department will lose access to NICB resources.

RECOMMENDATION:

Approval of the ordinance.

ATTACHMENTS:

1. Law Enforcement ISO ClaimSearch Access Memorandum of Understanding-Pueblo PD

ORDINANCE NO.

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE NATIONAL INSURANCE CRIME BUREAU (NICB) AND THE CITY OF PUEBLO RELATING TO AUTHORIZED ACCESS TO NICB RESOURCES TO ASSIST IN THE INVESTIGATION OF THEFT AND FRAUD-RELATED CRIMES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to approve and enter into agreements and memorandums of understanding; and

WHEREAS, approval of the Memorandum of Understanding for the purposes for which it has been made is in the best interest of the City; NOW, THEREFORE,

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

SECTION 1.

The Memorandum of Understanding between the National Insurance Crime Bureau ("NICB") and the City of Pueblo, pertaining to access to the resources of NICB in order to investigate and prevent theft and fraud-related crimes, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The President of City Council and the Mayor are authorized to execute the Memorandum of Understanding in the name of the City, and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

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

SECTION 4.

This Ordinance shall become effective 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

LAW ENFORCEMENT ISO CLAIMSEARCH ACCESS MEMORANDUM OF UNDERSTANDING

This Law Enforcement ISO ClaimSearch Access Memorandum of Understanding (“MOU”) is made and entered into by and between the National Insurance Crime Bureau (“NICB”), an Illinois not-for-profit corporation located at 1111 E. Touhy Avenue, Suite 400, Des Plaines, Illinois 60018 and the City of Pueblo, a Municipal Corporation, and its Police Department (“Agency”) (“NICB” and, together with “Agency,” hereafter referred to from time to time individually as “Party” or collectively as “the Parties”) and is effective as of the date of the last signature to this Agreement (“Effective Date”).

RECITALS

WHEREAS, NICB is an Illinois not-for-profit corporation dedicated to fighting insurance-related crime and fraud, and gathering and disseminating information related to insurance crime and fraud for the benefit of NICB member companies, law enforcement, regulatory authorities and the general public; and

WHEREAS, Verisk Analytics Inc. (“Verisk”) owns ISO ClaimSearch, and NICB contracts with Verisk in order to credential and provide law enforcement agencies and their personnel access to ISO ClaimSearch on the condition that NICB pass through certain terms to the law enforcement agency;

WHEREAS, Agency is a law enforcement agency whose mission is to protect and serve the people of the applicable jurisdiction; and

WHEREAS, NICB and Agency desire to work together to exchange information and data that will allow both Parties to more easily detect and prevent insurance-related crime and fraud;

NOW THEREFORE, in consideration of the promises and obligations contained in this MOU, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Access. Subject to the terms of this MOU, during the Term, NICB hereby grants to Agency a non-exclusive, non-transferable, non-assignable, limited, revocable right to allow employees with access credentials within their organization the right to access and use the ISO ClaimSearch for: (1) investigating or prosecuting crime, including but not limited to insurance-related crime and fraud; and (2) investigating or prosecuting individuals relevant to homeland security activity. (collectively the “Purpose”).
2. Access Credentials. In order to access the ISO ClaimSearch, Agency must appoint an administrator (“Administrator”) to receive access credentials to the ISO ClaimSearch. The Administrator, in turn, may designate individuals employed by Agency (“Designees”) to receive access credentials to ISO ClaimSearch.
3. Confidentiality.
 - A. All non-public information and data contained within ISO ClaimSearch pursuant to this Agreement shall be considered as confidential information

("Confidential Information"). Confidential Information shall be held in the strictest confidence and shall not be released, disseminated, used, accessed, copied, shared, transferred, or disclosed by Agency, except as strictly necessary for the Purpose.

- B. Confidential Information shall not include any information, however designated or marked, that: (i) is publicly available, or subsequently becomes publicly available, after the time it was communicated to the recipient through no breach of this MOU by the recipient; (ii) was in the recipient's possession free of any obligation of confidence prior to being communicated to the recipient by the disclosing party, or is in the recipient's possession free of any obligation of confidence subsequent to the time it was communicated to the recipient by the disclosing party; (iii) is independently developed by employees or agents, without use of the data contained in the ISO ClaimSearch, of the recipient and can be so proven by recipient; or (iv) is obtained by the receiving party from a third party lawfully in possession of such information and without a breach of such third party's obligations of confidentiality.
 - C. It shall not be a violation of Section 3 of this MOU for Agency to disclose Confidential Information as required by standard legal procedure in order to prosecute crime. Further, disclosure is permitted in response to a lawful subpoena or other legal process served upon Agency or where applicable law requires the disclosure of Confidential Information, provided that: (i) if not prohibited under applicable law, Agency, prior to disclosing such information, gives reasonable written notice to NICB sufficient to permit NICB to seek a protective order if it so chooses; and (ii) in all cases, Agency discloses only that information that is legally required to be disclosed. For clarity, any of the Confidential Information Agency discloses pursuant to this Section 3. c. shall remain subject to the confidentiality requirements under this MOU for all other purposes.
4. Agency Obligations. In exchange for access to ISO ClaimSearch, the Agency agrees to comply with the following obligations:
- A. Administrator. Agency shall appoint an Administrator who shall be identified to NICB and shall be responsible for adding or removing Designees, as appropriate, as well as maintaining a list of active Designees. No Designee may be granted access to ISO ClaimSearch without Administrator approval. The Administrator shall be the Agency contact responsible for fulfilling Agency obligations required under this MOU.
 - B. Designees. Designees shall be restricted to active Agency employees who: (1) are in good standing and not under suspension for any criminal or civil violation, or under active criminal investigation or indictment ("Good Standing"); and (2) have a need to know the Confidential Information for the Purpose.

- C. Vetting. Agency shall have in place a vetting process to ensure minimum standards for each Designee to qualify for access to ISO ClaimSearch are met, including the following determinations for each Designee:
- i. the Designee's need for access;
 - ii. which level of access is required for the Designee and for what purpose;
 - iii. ensuring Designee's access conforms to this Agreement;
 - iv. ensuring Designee's access is based on the Designee's need to know in order to carry out the Purpose; and
 - v. documenting the above determinations.
- D. Responsibility. The Administrator shall be responsible for, and shall supervise and control, all Designee access to ISO ClaimSearch. The Administrator shall implement an internal process whereby Designee usage is documented and monitored to ensure that that Designee usage conforms with the Purpose and this MOU. Agency shall immediately notify NICB of any access or usage of ISO ClaimSearch that does not comply with this Agreement and shall prohibit Designee from any further access or usage of ISO ClaimSearch until future access is expressly approved, in writing, by NICB.
- E. Training. Agency shall ensure that Designees complete all training and certifications required in order to gain access; and all periodic training either assigned by NICB, the ISO ClaimSearch platform, or otherwise in order to maintain access.
- F. Termination of Access. Agency shall immediately terminate Designee's access to ISO ClaimSearch:
- i. when Designee's is no longer employed by Agency;
 - ii. when Designee no longer has a legitimate Purpose to have access to ISO ClaimSearch; or
 - iii. if a Designee is no longer in Good Standing.
- G. Privacy and Security Policies. Agency will, at all times, ensure that access and use of ISO ClaimSearch complies with the NICB Privacy and Security Policy, and the ISO Privacy and Security Policies, including any updates and amendments that may be issued from time to time.
- H. Controls for the Protection of Confidential Information. Agency shall maintain during the term of this MOU, and at all times thereafter in which Agency maintains Confidential Information in its possession or control, an information security program that provides for the administrative, technical, and physical safeguards designed to adequately protect the security and confidentiality of Confidential Information in Agency's possession or control in accordance with

applicable federal, state and local laws, rules, and regulations. At a minimum, Agency's safeguards for the protection of Confidential Information shall include:

- i. limiting access of Confidential Information to authorized employees;
 - ii. maintaining an adequate network firewall;
 - iii. securing business facilities, data centers, paper files, servers, backup systems, and computing equipment, including but not limited to devices with information storage capability;
 - iv. implementing secure storage and disposal of Confidential Information;
 - v. implementing authentication, and access controls within operating systems and equipment; and
 - vi. implementing appropriate personnel security and integrity procedures and practices, including conducting background checks consistent with applicable law and providing appropriate privacy and information security training to Agency employees.
5. Audits. NICB may issue a security assessment questionnaire and conduct independent onsite security assessments of Agency related to Agency's compliance this Agreement. For any onsite inspection, NICB will provide at least 30 days prior written notice. Such assessments shall not occur more than once per calendar year, at a time that minimizes operational interruptions to Agency. Agency's failure to adequately respond in a timely manner to a security assessment questionnaire, timely submit to an onsite inspection, or timely or adequately, in NICB's sole determination, remedy any compliance or security concern raised by NICB, may result in immediate suspension of Agency's ISO ClaimSearch access pursuant to Section 10 of the MOU.
6. Security Breach.
 - A. Notification. Agency shall promptly, but in no case later than 48 hours, notify NICB of any confirmed or based on a good faith determination by NICB or Agency there is a significant risk to Confidential Information unauthorized or improper access to or use or disclosure of Confidential Information while in the possession or control of Agency, its Administrator or its Designees ("Security Breach").
 - B. Mitigation and Cooperation. Agency shall promptly implement steps to remediate and mitigate the effects of any Security Breach. Agency shall cooperate with reasonable requests for information from NICB or its representatives regarding the Security Breach. To the extent possible, Agency shall promptly provide a written description of the number of individuals' data involved, the location (i.e., State) of the individuals, the amount of data involved, the type of data involved and any other relevant information

reasonably requested by NICB or as otherwise required to be provided by applicable law.

7. Representations and Warranties. Agency represents and warrants the following:

- A. Agency is a professional, reputable, and trustworthy organization that serves the public.
- B. Agency is not under suspension for any criminal or civil violation; or under active criminal investigation or indictment.
- C. Agency will not provide access to any Designee who is not in Good Standing.
- D. Agency, its Administrator, and its Designees have a justifiable reason for requiring access to ISO ClaimSearch that is consistent with the Purpose.
- E. Agency either (a) has an established working relationship with NICB, or (b) will take steps in order to establish a new relationship with NICB.
- F. Agency agrees to comply with all applicable federal, state, and local data privacy and security laws, rules and regulations, and applicable industry standards related to or concerning the protection of data.

8. Indemnity. As Agency is a governmental entity bound by the laws of Colorado, NICB and Agency agree there is no indemnification requirement provided in this MOU. NICB and Agency further agree any indemnity provision contained within any security policy and/or agreement between NICB and Agency is unenforceable.

9. Disclaimer of Warranties. Limited Use; No Reliance. Information contained within ISO ClaimSearch is provided “AS IS, WHERE IS” and intended to be used as investigative leads only, in support of investigations of criminal activity in accordance with the Purpose. Agency should not make prosecution decisions based solely upon information contained in ISO ClaimSearch. NICB HEREBY DISCLAIMS ALL WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE INFORMATION CONTAINED WITHIN ISO CLAIMSEARCH.

10. Term and Termination.

- A. Term. This MOU shall commence as of the Effective Date and will remain in effect until either Party terminates this MOU by providing 30 days’ written notice to the other party of the termination whereupon the MOU will terminate at the end of the 30-day notice period.
- B. Immediate Termination. NICB may immediately terminate this MOU if the Agency materially breaches its obligations under this MOU.

11. Survival. Upon termination of this MOU, the provisions of this MOU concerning the ongoing interests of the parties shall continue and survive in full force and effect.

12. Assignment. Neither Party may assign or transfer any rights or obligations under this MOU without the prior written consent of the other Party. Any attempt to transfer all or part of either Party's rights or obligations without such consent is null and void and of no effect.
13. Notices. All notices between the parties will be in writing and will be delivered as follows, with notice deemed given as indicated (a) by personal delivery, when delivered personally; or (b) by overnight courier, upon the courier's confirmation of delivery. In either case, a copy shall be sent via email. Notices to the Agency will be sent to the email and address provided by Agency at the time of application for credentialing. Notices to NICB will be sent to the addresses, including e-mail addresses, set forth as follows, or such other address as is provided by notice as set forth herein:
- National Insurance Crime Bureau
1111 E. Touhy Avenue, Suite 400
Des Plaines, Illinois 60018
Attn: General Counsel
Email: pmartin@nicb.org; rcooper@nicb.org
14. Severability. Any term or provision of this MOU held to be illegal or unenforceable will, if possible, be interpreted so as to be construed as valid, but in any event the validity or enforceability of the remainder hereof will not be affected.
15. No Waiver. The waiver of, or failure to enforce, any breach or default hereunder will not constitute the waiver of any other or subsequent breach or default.
16. No Joint Venture. The relationship of the parties hereunder will be that of two independent contracting parties, and nothing herein will be deemed to create a joint venture, partnership, agency or employer/employee relationship. In no event will either party be permitted to make any MOU, or represent that it is authorized to make any MOU, on behalf of the other party, without the prior written consent of such other party.
17. Entire Agreement. This MOU sets forth the entire agreement between the parties related to the subject matter herein, and supersedes any and all prior agreements, proposals, understandings, discussions, MOUs, and representations between them, whether written or oral. This MOU may be changed only by mutual MOU of the parties in writing. This MOU may be executed in counter-parts with electronic signatures to be deemed valid and binding.

[Signatures immediately to follow on page 7 of 7]

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives.

National Insurance Crime Bureau

Agency: _____

ORI or ORIs to which this MOU applies:

Signed: _____

Name: _____

Title: _____

Date: _____

Signed: _____

Name: _____

Title: _____

Email: _____

Date: _____



**Background Paper for Proposed
Action Item**

COUNCIL MEETING DATE: September 25, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Bryan Gallagher, Director of Housing and Citizen Services

SUBJECT: AN ORDINANCE APPROVING AND ADOPTING A SUBSTANTIAL AMENDMENT TO THE CITY OF PUEBLO'S FY2020 ACTION PLAN TO ADD AN ADDITIONAL PROJECT TO THE FY2020 ANNUAL ACTION PLAN TO ACQUIRE AND REHABILITATE 710 W. 4TH STREET, PUEBLO, CO TO PROVIDE A WARMING SHELTER UTILIZING CASE MANAGEMENT AND NAVIGATION SERVICES FOR THE HOMELESS AND AUTHORIZING THE MAYOR TO EXECUTE AND SUBMIT THE SUBSTANTIAL AMENDMENT TOGETHER WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES, AND DOCUMENTATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SUMMARY:

This Ordinance approves a substantial amendment to the FY2020 Action Plan adopted through Ordinance No. 9951 on June 14, 2021. This substantial amendment to the FY2020 Action Plan incorporates the acquisition and rehabilitation of 710 W. 4th Street, Pueblo, CO for the purpose of providing a warming shelter, case management, and navigation services for the homeless. This Ordinance adds an additional project to the FY2020 Annual Action Plan and re-distributes (\$400,000.00) of CDBG-CV funding to complete the project. The U.S. Department of Housing and Urban Development's approval of the substantial amendment to the City's FY2020 Annual Action Plan is required to access the funding.

PREVIOUS COUNCIL ACTION:

The City Council passed the FY2020 Annual Action Plan under Ordinance No. 9951 on June 14, 2021.

BACKGROUND:

As an entitlement city, the City of Pueblo is required by the U.S. Department of Housing

and Urban Development (HUD) to complete an Annual Action Plan for each of the years of the Consolidated Plan. The City of Pueblo received CDBG-CV funds through the CARES Act. The City is required to complete a Substantial Amendment to the Annual Action Plan when projects are added or deleted or when the funding within the Annual Action Plan is changed by more than ten percent. This Substantial Amendment to the FY2020 Annual Action Plan incorporates the acquisition and rehabilitation of the facility located at 710 W 4th Street into the FY2020 Annual Action Plan and reallocates \$400,000.00 of CDBG-CV Grant funding. The adoption of the substantial amendment to the FY2020 Annual Action Plan and accompanying documentation serves to amend the City's original application to HUD for the FY2020 Community Development Block Grant (CDBG) and HOME Investment Partnership Act Grant (HOME).

A public meeting was held to receive citizen input and to hear applicant presentations on July 19, 2023. Notice of the proposed Substantial Amendment to the Annual Action Plan was published on August 29, 2023, and the text thereof made available to the public for review on August 29, 2023, formally opening the public comment period for thirty-days. Public meetings were held on September 6, 2023, and September 20, 2023. Copies were available at the Department of Housing and Citizen Services, and the City's website.

FINANCIAL IMPLICATIONS:

The FY2020 Annual Action Plan shall be amended accordingly:

Action/Account	Project Description	Amount
Add Project CDCV-070	Acquisition of Emergency Shelter	\$400,000
Reduce funding to Project CDCV-020	COVID Testing/Sewer Analysis	(\$50,000)
Reduce funding to Project CDCV-050	Non-Profit Assistance	(\$350,000)
	Net Change	(\$-0-)

BOARD/COMMISSION RECOMMENDATION:

The Citizen's Advisory Committee reviewed and ranked the proposed project during receipt of this years annual CDBG grant requests.

STAKEHOLDER PROCESS:

The following stakeholder processes were undertaken by the Department of Housing and Citizen Services: Community Development grant requests were received during May of 2023 following a notice of funding availability. Applicants presented proposed projects to the CAC on July 19, 2023. The CAC reviewed and ranked the applications received following the presentations. The CAC voted to award funding based on the rank of the application, moving from highest rank to lowest until funds were exhausted on August 9, 2023.

ALTERNATIVES:

The City Council can choose to not to adopt the Substantial Amendment to the FY2020 Annual Action Plan.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 2020 AAP Public Notice - CDBG-CV Amendment V2

ORDINANCE NO.

AN ORDINANCE APPROVING AND ADOPTING A SUBSTANTIAL AMENDMENT TO THE CITY OF PUEBLO'S FY2020 ACTION PLAN TO ADD AN ADDITIONAL PROJECT TO THE FY2020 ANNUAL ACTION PLAN TO ACQUIRE AND REHABILITATE 710 W. 4TH STREET, PUEBLO, CO TO PROVIDE A WARMING SHELTER UTILIZING CASE MANAGEMENT AND NAVIGATION SERVICES FOR THE HOMELESS AND AUTHORIZING THE MAYOR TO EXECUTE AND SUBMIT THE SUBSTANTIAL AMENDMENT TOGETHER WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES, AND DOCUMENTATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the City of Pueblo is an entitlement city under the Housing and Community Development Act of 1974, and received CDBG Grant Funds and CDBG-CV Grant Funds for fiscal year 2020; and

WHEREAS, the City of Pueblo conducted a citizen participation process in accordance with the requirements of 24CFR91 that included two public hearings in the City of Pueblo in addition to a third public hearing before City Council to obtain the views of citizens, non-profit, and neighborhood groups on the City's proposed amended annual action addressing community needs; NOW, THEREFORE,

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

SECTION 1.

Establishing Project No. CDCV-070 – Acquisition of Emergency Shelter.

SECTION 2.

The funds are available in Fund 250, transferring \$50,000.00 from Project No. CDCV-020 and \$350,000.00 from Project No. CDCV-050 into Project No. CDCV-070, and those funds will be dedicated to this Project.

SECTION 3.

The City Council hereby finds and determines that the Substantial Amendment of the City of Pueblo's FY2020 Action Plan to acquire and rehabilitate 710 W. 4th Street, Pueblo, CO for the purposes of providing warming shelter, case management, and navigation services is consistent with the City of Pueblo's Consolidated Plan and is based on needs identified through public and stakeholder outreach, as required by HUD, and is hereby approved, adopted, and incorporated herein.

SECTION 4.

The Mayor is hereby authorized to execute and submit, in the name of the City of Pueblo, the applications (SF-424/SF-424D) and the Substantial Amendment to the FY2020 Action Plan, together with all required and necessary certifications, assurances, and documentation to the U.S. Department of Housing and Urban Development.

SECTION 5.

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 6.

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

SECTION 7.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

NOTICE OF SUBSTANTIAL AMENDMENT TO THE 2020 ANNUAL ACTION PLAN AND NOTICE OF PUBLIC HEARING

City of Pueblo, CO and Pueblo Consortium Community Development Block Grant Program (CDBG), Community Development Block Grant Program– CARES ACT (CDBG-CV), and HOME PROGRAM FY 2020 Annual Action Plan

Notice is hereby given that the City of Pueblo is amending its Annual Action Plan (AAP) for FY 2020. The City applied for and received FY 2020 Community Development Block Grant (CDBG), Community Development Block Grant – CARES ACT funding (CDBG-CV), and HOME Program (HOME) funds from the U.S. Department of Housing and Urban Development (HUD). The City will conduct public hearings on the substantial amendment to the CDBG-CV funds received from HUD for the FY2020 Program Year. In accordance with the federal regulations at 24 CFR, Part 91, the City of Pueblo will amend its Annual Action Plan (AAP) for FY 2020, which will be submitted to HUD on or before October 11, 2023.

The purpose of these public hearings is to present the proposed amended annual action plan to the public and obtain the views and comments of citizens, public agencies and other interested persons relative to housing and community development needs that may be addressed by CDBG-CV funds. The first public meeting will be held on September 6, 2023, at 3:00 p.m. in the Community Room at 2631 E. 4th Street, Pueblo, Colorado 81001. The City of Pueblo will hold a second public meeting on September 20, 2023 at 3:00 p.m. in the Community Room at 2631 E. 4th Street, Pueblo, Colorado 81001.

The City will also accept comments from the public via email at housing@pueblo.us as part of this public meeting. To facilitate participation by persons with special needs, please contact housing@pueblo.us to make arrangements at least 3 business days prior to the hearing.

The City expects to publish a draft amendment to the FY 2020 AAP on or before August 28, 2023. A copy of this document will be placed on public display on the City of Pueblo's website: www.pueblo.us/257/Doucments-Forms for a thirty-day review period beginning on or about August 30, 2023.

It is expected that the City Council will approve the annual plan during the October 10, 2023 meeting.

Interested persons are encouraged to express their views on the Substantial Amendment to the FY 2020 AAP via email by sending comments to Bryan Gallagher at housing@pueblo.us or in writing to Housing and Citizen Services, 2631 E. 4th Street, Pueblo, CO 81001. All comments received by September 29, 2023, will be considered.





Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 25, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Marisa Stoller, City Clerk

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COUNTY OF PUEBLO, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE 2024 SPECIAL ELECTION – MAYORAL RUNOFF

SUMMARY:

This Ordinance approves an Intergovernmental Agreement with Pueblo County to aid the City as the City administers the January 23, 2024 Special Municipal Election, to be conducted as a Mail Ballot Election.

PREVIOUS COUNCIL ACTION:

Pursuant to §1-1-111(2), C.R.S., the City may contract with the County Clerk and Recorder of the County in which the political subdivision is organized to perform all or part of the required duties in conducting the election. The City has approved an IGA for Election Services each year the City has participated in a Coordinated Election with the County; while the County will not be conducting this election, they have offered to assist in a variety of ways laid out in this agreement.

BACKGROUND:

The City is a home-rule city charged with the responsibility of providing for and governing the conduct of all its municipal elections pursuant to Articles 2, 3, 17, 18 and 19 of its Charter and Article XX of the Colorado Constitution. Section 1-7-116 C.R.S. requires entry into and performance of an intergovernmental agreement where political subdivisions and the County Clerk and Recorder cooperate. The IGA outlines the allocation of the responsibilities between the City and the County in the conduct of the election.

FINANCIAL IMPLICATIONS:

The City shall pay to the County Clerk any costs associated with this IGA, including any required County staff overtime or comp time and for any damage to used property. Funding for the costs associated with conducting the Special Election is being allocated as a Capital Project in the 2024 budget.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

It is more cost effective for the City to accept the assistance and use of the County property and personnel; alternatives would be to attempt to figure out individual rental and usage agreements for all equipment and necessary training, which would be expensive and time consuming.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COUNTY OF PUEBLO, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE 2024 SPECIAL ELECTION – MAYORAL RUNOFF

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

SECTION 1.

The Intergovernmental Agreement for election services between the City of Pueblo, a Colorado Municipal Corporation and the County of Pueblo, a political subdivision of the State of Colorado, attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 25, 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 FIXING THE MONTHLY SALARIES OF THE MEMBERS AND PRESIDENT OF THE CITY COUNCIL AT \$2,100 AND \$2,700 RESPECTIVELY

SUMMARY:

The attached proposed Ordinance increases the salary of the President of City Council from \$900 to \$2,700 per month and increases the salary of the other Members of City Council from \$700 to \$2,100 per month, effective January 1, 2024.

PREVIOUS COUNCIL ACTION:

The current monthly salaries of the President and Members of the Pueblo City Council were established on March 24, 1997, by Ordinance No 6182.

BACKGROUND:

According to the Federal Bureau of Labor Statistics, due to inflation, in 2023, a dollar buys roughly half (54%) of what it could in 1997.

As required by Sec. 2-1 of the City Charter, the monthly salary of the current President and Members of the City Council enacting this Ordinance will not be increased during his or her current term of office

FINANCIAL IMPLICATIONS:

There will be no fiscal impact to the current FY 2023 budget. The proposed ordinance takes effect on January 1, 2024.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance

STAKEHOLDER PROCESS:

Not applicable to this Ordinance

ALTERNATIVES:

Failure to adopt this Ordinance will result in the current salaries of the President and Members of City Council remaining unchanged.

RECOMMENDATION:

Approval of the Ordinance

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE FIXING THE MONTHLY SALARIES OF THE
MEMBERS AND PRESIDENT OF THE CITY COUNCIL AT \$2,100
AND \$2,700 RESPECTIVELY

WHEREAS, the current monthly salaries of the President and Members of the Pueblo City Council were established on March 24, 1997, by Ordinance No 6182; and;

WHEREAS, according to the Federal Bureau of Labor Statistics, due to inflation, in 2023, a dollar buys roughly half (54%) of what it could in 1997; NOW, THEREFORE,

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

Under Section 2-1 of the Charter of the City of Pueblo, a Colorado municipal corporation, the monthly salary of the President and Members of the Pueblo City Council are hereby fixed and established in the following amounts effective January 1, 2024:

President of City Council	\$2,700
Member of City Council	\$2,100

SECTION 2.

The monthly salary of the current President and Members of City Council enacting this Ordinance shall not be increased during his or her current term of office.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 25, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Laura Solano, Chief of Staff

SUBJECT: AN ORDINANCE APPROVING A SUBRECIPIENT AGREEMENT AUTHORIZING PAYMENT IN AN AMOUNT OF UP TO \$900,000 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT TO NEIGHBORWORKS SOUTHERN COLORADO, INC. TO CONSTRUCT NECESSARY INFRASTRUCTURE IMPROVEMENTS FOR AFFORDABLE HOUSING UNITS AS AUTHORIZED BY SECTION 603(C)(1)(A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 C.F.R. § 35.6 (B) (3) (II) (A) (5) AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This ordinance authorizes the transfer of funds in the amount of up to \$900,000 from project CI2113 American Rescue Plan Act to NeighborWorks Southern Colorado, Inc. through a subrecipient agreement to build necessary water and sewer infrastructure for some sixty (60) units of affordable housing in the City of Pueblo. This payment is authorized by Section 603(c)(1)(A) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 C.F.R. 35.6 § (b)(3)(ii)(A) (5).

PREVIOUS COUNCIL ACTION:

By Ordinance No. 9931, approved May 17, 2021, the City Council established Project No. CI2113 and budgeted and appropriated up to \$36.7 million in funds which were expected to be distributed to the City from the American Rescue Plan Act ("ARPA") for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021, until December 31, 2024 (to be expended by December 31, 2026).

BACKGROUND:

On March 11, 2021, President Biden signed the U.S. Senate-amended H.R.1319 (P.L.117-2), now known as ARPA, and on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"). Statistics demonstrate that the COVID-19 pandemic was

especially devastating to the City and surrounding areas of Pueblo County:

- The infection rate of the Pueblo County population is the second highest in the state at 12.1% (only .3% less than Adams County);
- Pueblo County suffered the highest death rate in the state, with 2.1% of positive cases resulting in death;
- Pueblo County accounts for just under 3% of Colorado's population, but 6% of the state's COVID-19 deaths occurred here.

To remedy some of the impacts within the City, NeighborWorks will utilize the \$900,000 to provide water and sewer infrastructure improvements necessary to construct sixty (60) affordable housing units for its Shared Equity Homeownership Program.

FINANCIAL IMPLICATIONS:

Funding for this project will be paid out of Project No. CI2113 – American Rescue Plan Act.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

City Council could not authorize payment for the infrastructure improvements necessary to construct affordable housing units.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Subrecipient Agreement - NeighborWorks (Clean)

ORDINANCE NO.

AN ORDINANCE APPROVING A SUBRECIPIENT AGREEMENT AUTHORIZING PAYMENT IN AN AMOUNT OF UP TO \$900,000 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT TO NEIGHBORWORKS SOUTHERN COLORADO, INC. TO CONSTRUCT NECESSARY INFRASTRUCTURE IMPROVEMENTS FOR AFFORDABLE HOUSING UNITS AS AUTHORIZED BY SECTION 603(C)(1)(A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 C.F.R. § 35.6 (B) (3) (II) (A) (5) AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Subrecipient Agreement ("Agreement") between Pueblo, a Colorado Municipal Corporation and NeighborWorks of Southern Colorado, Inc., attached hereto, and the Award of ARPA funds from Project No. CI2113 – American Rescue Plan Act is hereby approved.

SECTION 2.

After the Agreement is approved as to form by the Department of Law, 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 Project No. CI2113 – American Rescue Plan Act.

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

CITY OF PUEBLO, COLORADO
SUBRECIPIENT AGREEMENT
AMERICAN RESCUE PLAN ACT (SLFRF FUNDS)

This Subrecipient Agreement ("Agreement") is entered into by and between the City of Pueblo, a municipal corporation and home rule city formed under the laws of the State of Colorado ("City") and NeighborWorks Southern Colorado, Inc., a Colorado nonprofit entity ("Subrecipient") (individually "Party", collectively "Parties"). The purpose of this Agreement is to provide funding to the Subrecipient from funds provided to the City by the Department of Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (Mar. 11, 2021) ("ARPA"), which authorized the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to enable the Subrecipient to carry out specific eligible activities on behalf of City.

WITNESSETH

WHEREAS, City has received SLFRF funds from Treasury under ARPA;

WHEREAS, City is authorized by ARPA to disburse all or a portion of its SLFRF funds to Subrecipients, which carry out eligible uses, as defined under SLFRF on behalf of City;

WHEREAS, the Subrecipient has applied to City for an eligible use of SLFRF funds;

WHEREAS, based on the Subrecipient's project application for SLFRF funds in the form attached hereto as **Exhibit A**, City has determined that the Subrecipient's Project in **Exhibit A** is an eligible use of SLFRF funds under ARPA; and

WHEREAS, City has awarded the Subrecipient SLFRF funds in the amount of \$900,000.00("Award"), subject to City and the Subrecipient entering into this Agreement with respect to the use of said funds;

WHEREAS, Subrecipient, as an express condition of Award, (1) agrees sixty (60) units of Subrecipient's project must participate in the Subrecipient's Shared Equity Homeownership Program, and (2) agrees to record deed restrictions, as more particularly identified below, with every parcel sold.

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

1. SCOPE OF PROJECT; ELIGIBLE USE OF AWARD FUNDS

- A. City shall pay Subrecipient the Award to cover necessary expenses related to the activities specifically described in the Subrecipient's application ("Project"). If there is a conflict between the terms and provisions in the Subrecipient's application and this Agreement, the

terms of this Agreement shall govern.

- B. Subrecipient shall only use the Award to cover expenses that are necessary for the completion of the Project and are eligible uses under ARPA and this Agreement.
- C. Subrecipient may revise the scope of the Project with prior written approval from City's Mayor, where such revisions to the Project do not materially alter the Project or cause the use of the Award for the revised Project to constitute an ineligible use of SLFRF funds or constitute a change in the category of eligible use of SLFRF funds. In no event shall a revision to the scope of the Project entitle the Subrecipient to an additional allocation of SLFRF funds by City unless Subrecipient makes a request for and City's City Council approves additional funds. City, in its sole and absolute discretion, may approve and authorize additional SLFRF funds for the Project. However, no such additional allocation is guaranteed.
- D. Once the Project is completed, all costs for the management, operation, maintenance, and repair and replacement of the Project (as applicable) shall be the sole responsibility of the Subrecipient. The City shall have no liability, financial or otherwise, with respect to the management, operation, maintenance, repair or replacement of the Project.

2. TERM OF AGREEMENT

The term of this Agreement begins on the date this Agreement is fully executed by the Parties and ends on December 31, 2026. Notwithstanding other provisions of this Agreement, this Agreement will remain in effect until City determines Subrecipient has completed all applicable administrative actions, reporting requirements, and all Project work required by and set forth in this Agreement. Should Subrecipient require additional time for auditing of or reporting for the Project in accordance with ARPA and this Agreement shall be deemed automatically extended until said audit and reporting is completed.

3. PAYMENTS

- A. *Reimbursement Payment.* City shall pay the Award to Subrecipient on a reimbursement of eligible cost basis. Subrecipient shall submit reimbursement requests to the City no later than fifteen (15) days after the end of each calendar month for the duration of the Project. Such requests shall be in a form acceptable to City and include, where applicable for construction projects, certification by Subrecipient's engineer that the amounts are eligible Project costs. Subrecipient may not request reimbursements under this Agreement for work that has not been completed.
- B. *Advance Payment.* City, in its sole and absolute discretion, may elect to pay Subrecipient in advance for its allowable costs for the Project identified by this Agreement upon the presentation of all forms and documents as may be required by City. Advance payments

must be limited to the minimum amounts needed and timed to be in accordance with the Subrecipients actual, immediate cash requirements in carrying out and completing the work of the Project.

- C. *Withholding or Cancellation of Funds.* City reserves the right to withhold payments until Subrecipient timely delivers reimbursement requests or documents as may be required under this Agreement. Upon completion of the Project, City may cancel payment of any portion of the Award City, in its sole and absolute discretion, determines to be surplus. City shall be relieved of any obligation for payments if funds allocated to City cease to be available.
- D. *Where Payments Are Made.* Payments shall be made by check or electronic deposit into Subrecipient's bank account, according to a process established by the City.
- E. *Recoupment.* The Award is subject to recoupment by Treasury and/or City for the Subrecipient's failure to use the funds for the Project in strict accordance with ARPA and this Agreement.

4. OBLIGATION AND EXPENDITURE TIMING REQUIREMENTS; REPORTING REQUIREMENTS

- A. *Timing Requirements.* Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021, to December 31, 2026, if the obligations are incurred by December 31, 2024, and liquidated by December 31, 2026.
- B. *Reporting Requirements.* Subrecipient shall submit such reports and adhere to all conditions and obligations as are required by City including, but not limited to, the SLFRF Reporting Requirements attached to this Agreement as **Exhibit B**. Such reporting requirements shall extend beyond the term of this Agreement. City reserves the right to inspect, at any time, Subrecipient's records that are related to the Project and/or Subrecipient's performance of this Agreement. Notwithstanding any record retention policies, Subrecipient shall maintain all documentation associated with the Project for the period required by State law or Federal law or seven (7) years after Closeout, whichever is greater.

5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

In addition to the requirements set forth in ARPA, use of the Award may be subject to various other Federal, State, and Local laws. Subrecipient shall comply with all applicable Federal, State, and Local laws and regulations with respect to its receipt and use of the Award pursuant to this Agreement.

6. USE AND DISPOSITION OF PROPERTY

SUBRECIPIENT AGREEMENT AMERICAN RESCUE PLAN ACT (SLFRF FUNDS)

Page 3 of 27

A. Disposition of Expendable/Non-Expendable Real and Personal Property:

- a. The Subrecipient agrees to follow 2 CFR § 200.311 through 200.315 in regard to all real and personal property purchased in whole or in part with funds under this Agreement. These sections of 2 CFR Part 200, Subpart D govern the title, use, management, and disposition of real and personal property, including but not limited to the following:
 - i. Management requirements: The Subrecipient must have procedures in place for managing real property and equipment, whether acquired in whole or in part under a Federal award, until disposition takes place. These procedures at a minimum, must meet the following requirements:
 1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property;
 2. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years;
 3. A control system must be developed to ensure adequate safeguards to prevent property loss, damage, or theft. Any loss, damage, or theft must be investigated;
 4. Adequate maintenance procedures must be developed to keep the property in good condition; and
 5. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- b. Disposition: Barring any changes in regulations for ARPA funds by the Treasury, the Subrecipient must obtain written authorization from the City before disposing of an item of real or personal property with an original cost exceeding \$1,000 (City's threshold) that was purchased with funds disbursed under this Agreement.
 - i. All proceeds from the sale of real or personal property purchased with any funds disbursed under this Agreement must be returned to the City within thirty (30) days of receipt and include a notation of the grant the funds were received under. The Subrecipient agrees City may file the appropriate legal instrument(s) necessary to

protect the City's financial interest and that the City has not waived any rights in property purchased with funds under this Agreement. City will then be responsible for returning the funds to the appropriate Federal agency or using them for a purpose under Federal regulations.

7. RETURN OF FUNDS; RECOUPMENT

Subrecipient shall return any Award funds not obligated by December 31, 2024 to City. The Subrecipient must also return Award funds obligated by December 31, 2024 but not expended by December 31, 2026.

If City determines Subrecipient's use of the Award does not comply with ARPA or this Agreement, City shall provide Subrecipient with an initial written notice of the amount subject to recoupment, along with an explanation of such amounts. Within thirty (30) calendar days of receipt of such notice from Treasury or City, Subrecipient may submit to City either (1) a request for reconsideration requesting the City seek a reconsideration of any amounts subject to recoupment or (2) written consent to the notice of recoupment.

If Subrecipient has not submitted a reconsideration request, or if City denies the reconsideration request, the Subrecipient shall repay the amount subject to recoupment within thirty (30) calendar days of the request for consideration deadline or the City's denial of the request.

8. PROCUREMENT

- A. Subrecipient must have and use documented procurement procedures consistent with Federal, State, local, and tribal laws and regulations and the standards of this section for the acquisition of property or services required under a Federal award or subaward. Additionally, the Subrecipient's documented procurement procedures must conform to the procurement standards identified in 2 CFR § 200.318 through 200.327, including but not limited to the following. If the Subrecipient does not have documented procurement procedures, they must follow the City's procurement policy.
 - 1. Maintaining a code or standard of conduct governing the performance of the Subrecipient's officers, employees or agents who award and administer contracts supported with Federal funds.
 - 2. All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards in 2 CFR § 200.319 through 200.320. No sole source procurement (obtaining only one bid) is permitted without prior approval for all purchases except small purchases as defined in 2 CFR § 200.320 and 48 CFR Part 2, Subpart 2.1.
 - 3. Invitations for bids shall be based on specifications developed by the Subrecipient. Said specifications shall be detailed to the extent necessary to solicit comparable bids without

unduly limiting competitive bidding.

4. Bids will be awarded on the basis of the lowest and best bid, price and other factors considered.
5. The Subrecipient agrees to purchase services, goods and materials on an “as needed basis” and at the “lowest price obtainable”.
6. The Subrecipient will maintain procurement files outlining procurement efforts for each bid, including names and addresses of bidders solicited, and information pertaining to advertising. Information will also be maintained of bid tabulations, justification of bid award, letters of notification to bidders regarding bid award, and any other pertinent information.

9. FAILURE TO PERFORM

If Subrecipient fails to comply with any terms or conditions of this Agreement, or to provide in any manner the activities or other performance as agreed to herein, City reserves the right to:

- A. withhold all or any part of payment pending correction of the deficiency; and
- B. suspend all or part of this Agreement.

Further, any failure to perform as required pursuant to this Agreement may subject the Subrecipient to recoupment as set forth under ARPA, SLFRF, and this Agreement. The option to withhold funds is in addition to, and not in lieu of, City's right to terminate as provided in Section 8 below. City may also consider performance under this Agreement when considering future awards.

10. TERMINATION

- A. *Termination for Cause.* City may terminate this Agreement for cause if Subrecipient fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:
 1. The lack of compliance with the provisions of this Agreement is of such scope and nature City deems continuation of this Agreement to be substantially non-beneficial to the public interest;
 2. The Subrecipient has failed to take satisfactory corrective action as directed by the City or its authorized representative within the time specified by the same; or
 3. The Subrecipient has failed within the time specified by City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement.

City shall initiate termination for cause by providing notice to the Subrecipient of its intent to terminate for cause, accompanied by a written justification for the termination. After receiving the notice of termination for cause, the Subrecipient shall have fifteen (15) calendar days to cure the cause for termination. If the Subrecipient has not cured the cause for termination within fifteen (15) calendar days of receipt of the notice, City may pursue such remedies as are available by law or equity, including, but not limited to, the termination of this Agreement in whole or in part, and thereupon shall notify in writing Subrecipient of the termination, the reasons for the termination, and the effective date of the termination. Upon termination, any outstanding Award funds held by Subrecipient are subject to recoupment by City in accordance with ARPA, the SLFRF program, and this Agreement. Any costs resulting from obligations incurred by Subrecipient after termination of this Agreement are not allowable and will not be reimbursed by the City unless specifically authorized in writing by the City.

- B. *Termination for Convenience.* This Agreement may be terminated for convenience, in whole or in part, by either Party upon thirty (30) days written notice or by mutual agreement of the Parties.
- C. *Termination for Withdrawal, Reduction, or Limitation of Funding.* In the event funding is not received from the Federal Government, or is withdrawn, reduced, modified, or limited in any way after the effective date of this Agreement and prior to its normal completion, City may summarily terminate this Agreement as to the funds not received, reduced, modified, or limited, notwithstanding any other termination provision in this Agreement. If the level of funding is reduced to such an extent City deems the continuation of the Project covered by this Agreement is no longer in the best interest of the public, City may summarily terminate this Agreement in whole notwithstanding any other termination provisions in this Agreement. Termination under this Section shall be effective upon receipt of written notice by the Subrecipient or its representative.

11. CLOSEOUT

Upon termination of this Agreement, in whole or in part for any reason, including completion of the Project, the following provisions apply:

- A. Upon written request by Subrecipient, City will make or arrange for payment to the Subrecipient of allowable reimbursable costs not covered by previous payments.
- B. Subrecipient shall submit within thirty (30) calendar days after the date of expiration of this Agreement, all financial, performance, and other reports required by this Agreement, and in addition, will cooperate in a Project audit by City or its designee.
- C. Closeout of funds will not occur unless all requirements of this Agreement and Federal, State, and Local law are met and all outstanding issues with Subrecipient are completed.

Any unused Award funds in Subrecipient's possession or control shall be immediately returned to City.

12. INDEMNIFICATION

Any Award funds which are determined by City to be ineligible under ARPA shall be subject to recoupment. To the greatest extent permitted by law, Subrecipient shall indemnify, save, and hold harmless City, its appointed and elected officials, and employees from any liability, loss, costs (including reasonable attorney fees), damage, or expense, incurred because of actions, claims, or lawsuits for damages resulting from misuse of Award funds by the Subrecipient, personal or bodily injury, including death, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising or alleged to have arisen out of the performance of this Agreement, whether or not such injuries to persons or damage to property is due to the negligence of Subrecipient, its subcontractors, agents, successors or assigns.

13. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the City, its departments, boards, committees, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; and the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b). 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 in these statutes.

14. CORA DISCLOSURE

To the extent not prohibited by federal or State law, this Agreement and the terms, conditions, and standards required under §24-106-107, C.R.S., if any, are subject to public release through the Colorado Open Records Act.

15. NOTICES

Any notices required to be given by the City or the Subrecipient shall be in writing and delivered to the following representatives for each party:

For City:

Mayor's Office
City of Pueblo
1 City Hall Place
Pueblo, Co 81003

CC: City Attorney

1 City Hall Place
Pueblo, Co 81003
cityattorney@pueblo.us

For Subrecipient:

NeighborWorks Southern Colorado, Inc.
ATTN: Ashleigh Winans, CEO
1241 E. Routt Ave. Pueblo, CO 81004
awinans@nwsoco.org

Either Party hereto may designate in writing from time to time the address of substitute or supplementary persons to receive such notices. The effective date of service of any such notice shall be the date such notice is deposited in the mail or hand-delivered to the Party.

16. NON DISCRIMINATION

In connection with the performance of work under the Agreement, Subrecipient may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, protective hairstyle, or disability. Subrecipient agrees to comply with all applicable federal and state anti-discrimination laws. The Subrecipient shall insert the foregoing provision in all subcontracts.

17. NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT

Subrecipient certifies that:

- A. At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this agreement in the future.
- B. It will participate in the E-Verify Program, as defined in § 8-17.5-101 (3.7), C.R.S., and confirm the employment eligibility of all newly hired employees to perform work under this Agreement.
- C. It will not enter into a contract with a consultant or subcontractor that fails to certify to Subrecipient that it shall not knowingly employ or contract with a worker without authorization to perform work under the Agreement.
- D. It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it is

required to comply with all federal requirements related to the use of the E-Verify Program, including, by way of example, all program requirements related to employee notification and preservation of employee rights.

- E. If it obtains actual knowledge that a consultant or subcontractor performing work under the Agreement knowingly employs or contracts with a worker without authorization, it will notify such consultant or subcontractor and the City within three (3) days. The Concessionaire shall also terminate such consultant or subcontractor if, within three (3) days after such notice, the consultant or subcontractor does not stop employing or contracting with the worker without authorization, unless, during the three days, the consultant or subcontractor provides information to establish that the consultant or subcontractor has not knowingly employed or contracted with a worker without authorization.
- F. It will comply with a reasonable request made during an investigation by the Colorado Department of Labor and Employment under the authority of § 8-17.5102(5), C.R.S.

18. AVAILABILITY OF FUNDS

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

19. PERA LIABILITY

Subrecipient shall reimburse City for the full amount of any employer contribution required to be paid by City to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing services for City under this Agreement. Subrecipient shall fill out the questionnaire attached as **Exhibit D** and submit the completed form to City's Finance Office as part of the signed Agreement.

20. RESERVATION OF RIGHTS

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of any right or power granted through this Agreement at any time be construed as a total and permanent waiver of such right or power.

21. NO MONETARY DAMAGES AGAINST CITY.

In consideration for City entering into the Agreement, Subrecipient waives and discharges City, its officers, agents, and employees from all claims for any monetary damages whether such claims arise under tort, contract, statutory or any other law.

22. FURTHER ASSURANCE

The Parties shall cooperate in good faith with the other to execute and deliver such further documents, to adopt any ordinance or resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

Subrecipient shall, in good faith and to the greatest extent possible, complete the Project in accordance with the Subrecipient's proposed project timeline in the Subrecipient's application. Subrecipient acknowledges that time is of the essence, and Subrecipient shall exercise due diligence to complete the project in a timely manner.

23. ASSIGNMENT

Subrecipient shall not assign any portion of the Award, nor responsibility for completion of the Project provided for by this Agreement, to any other party.

24. AMENDMENTS

This Agreement cannot be amended or modified except in writing, signed by both Parties.

25. VENUE AND CHOICE OF LAW

This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, without regard to the choice of law thereof, and the Charter and Code of Ordinances of the City of Pueblo and the ordinances, regulations, and Executive Orders enacted or promulgated pursuant thereto. The Charter and the Code of Ordinances of the City of Pueblo, as the same maybe amendment from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any legal action relating to this Agreement shall lie in the State District Court in and for the City Pueblo, Colorado. To the fullest extent permitted by law, the Parties hereby waive their right to a trial by jury.

26. SEVERABILITY

If any part of this Agreement is held by the courts to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the part held to be invalid.

27. NO THIRD-PARTY BENEFICIARY

Nothing in this Agreement shall create or be interpreted to create any rights in or obligations in favor of any person or entity not a party to this agreement. Except for the Parties to this Agreement, no person or entity is an intended third-party beneficiary.

28. PRIOR AGREEMENTS

This Agreement supersedes all prior written or oral agreements, and there are no covenants, conditions or agreements between the Parties except as set forth herein. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendment executed and approved under the City's Charter and Code of Ordinances. In the event of any conflict, variance or disagreement, the terms and conditions of this Agreement shall supersede, govern and control those of any addenda, exhibits, or attachments.

29. HEADINGS

The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

30. CITY EXECUTION OF AGREEMENT

This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been approved by the Pueblo City Council and fully executed by all signatories of the City.

31. FORCE MAJEURE

Neither Party shall be liable to the other, nor shall either Party have any right to terminate this Agreement or assert a claim against the other due to the other Party's failure to perform any of its obligations under this Agreement if the failure is due to reasons beyond the non-performing Party's reasonable control, including but not limited to strikes or other labor difficulties, unavailability of materials, war, riot, civil insurrection, accidents, Acts of God, or governmental preemption in connection with a national emergency.

32. ELECTRONIC SIGNATURES

Subrecipient consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically, in one or more counterparts, in the manner specified by the City. The Parties agree not to deny this Agreement's legal effect or enforceability solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

33. AUTHORITY TO SIGN

Subrecipient assures and covenants that it possesses the legal authority to enter into this Agreement under any proper, appropriate, and official motion, resolution or action passed or taken. The person or persons signing and executing this Agreement on behalf of Subrecipient do hereby warrant and

covenant that he/she or they have been fully authorized by Subrecipient to execute this Agreement on behalf of the Subrecipient and to validly and legally bind Subrecipient to all the terms, performances, and provisions herein set forth.

[SIGNATURE PAGE & EXHIBITS FOLLOW]

[PAGE INTENTIONALLY LEFT BLANK]

SIGNATURE PAGE

IN WITNESS OF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE LAST DAY STATED ON THE UNDER THE MAYOR’S SIGNATURE BELOW.

City of Pueblo, Municipal Corporation

By: _____

Date: _____

Nick Gradisar, Mayor

ATTEST:

By: _____

Date: _____

Marisa Stoller, City Clerk

APPROVED AS TO FORM:

Attorney for City of Pueblo

By: _____

Date: _____

City Attorney

NeighborWorks Southern Colorado, Inc.,

By: _____
Ashleigh Winans, CEO

Date: _____

EXHIBIT A: PROJECT DESCRIPTION



Pikes Peak Park broke ground in May of 2023 and is a 600+ unit, mixed-use, mixed income development that is fixed on 80-acres located on the west side of Pueblo. The Pikes Peak Park development will include retail space to provide services to residents that are currently lacking, community buildings that will serve as a safe place to work and play, and 15 acres of public parks and green space that connect to the city's regional trail system to promote a healthy lifestyle and increase connectivity to other areas of the city. NWSoco intends to implement a large-scale affordable homeownership model using Shared Equity to promote wealth building among low-and moderate-income (LMI) families who may have traditionally been locked out of a homeownership due to historical racial inequities. The Shared Equity Homeownership program is used as a stepping-stone to create an opportunity for LMI homebuyers to achieve purchasing a home that meets their family's physical and financial needs while still allowing them to build equity and generational wealth that comes from homeownership. An essential aspect of creating affordable homeownership opportunities is to build responsibly and being strategic in raising funds to help reduce the amount of costs that are passed on to the homebuyer upon purchase.

Principal Tasks

Subrecipient will be responsible for administering the Project as described herein, per the terms and conditions of the Subrecipient Agreement (“Agreement”). Subrecipient will administer all tasks encompassed in the aforesaid Project in compliance with all applicable federal, state, and local rules and regulations governing the Project in a manner satisfactory to the City.

The components of the Subrecipient’s work plan under this Agreement shall be as follows:

NeighborWorks Southern Colorado will utilize the awarded funds of \$900,000 to cover necessary expenses related to the project (see itemized budgetary pricing below). These funds will be used towards water and sewer infrastructure within Sun Mountain Blvd., which would benefit the construction of 114 for-sale, single-family homes in phase 1 of development and include a mix of affordable and market rate homes. The complete project will consist of the construction of 600+ units over three phases and be complete by 2030. Capital for the project is a mix of private and public grant funding paired with traditional financing, Metro District reimbursement, and includes home sales as a source of funding. Use of SLFRF Funds will be incurred by December 31, 2024, in accordance with the guidelines.

Performance Monitoring:

Subrecipient shall submit all requested information and documents to allow City to monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Substandard performance shall mean non-compliance with the Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period, not to exceed five (5) calendar days, after being notified, City, in its sole discretion, may initiate contract suspension or termination procedures.

Detailed Budget:

SUN MOUNTAIN BOULEVARD BUDGETARY PRICING

NO.	DESCRIPTION	UNIT	UNIT PRICE	EXTENDED
1	MOBILIZATION/DEMOBILIZATION	1.00	\$55,064	\$55,064
2	TRAFFIC CONTROL	1.00	\$97,682	\$97,682
3	EROSION AND ENVIRONMENTAL	1.00	\$61,903	\$61,903
4	DEMOLITION	1.00	\$24,899	\$24,899
5	CLEAR AND GRUBB	1.00	\$13,893	\$13,893
6	STRIP AND STOCKPILE TOPSOIL	1.00	\$11,288	\$11,288
7	SITE CUT AND FILL	1.00	\$113,911	\$113,911
8	SEEDING	1.00	\$18,200	\$18,200
9	8" SDR 35 SANITARY SEWER MAIN	1.00	\$163,002	\$163,002
10	MANHOLE TIE TO EXISTING	1.00	\$43,950	\$43,950
11	SANITARY SEWER MANHOLE (10' DEEP)	1.00	\$24,989	\$24,989
12	8" SDR 35 PLUGS	1.00	\$1,676	\$1,676
13	8" C900 WATER MAIN	1.00	\$133,390	\$133,390
14	WATER TIE TO EXISTING	1.00	\$43,952	\$43,952
15	8X8 TEE	1.00	\$4,872	\$4,872
16	8" GATE VALVE	1.00	\$26,528	\$26,528
17	8" BLOW OFF ASSEMBLY	1.00	\$14,785	\$14,785
18	8X6 TEE	1.00	\$4,822	\$4,822
19	6" GATE VALVE	1.00	\$7,660	\$7,660
20	6" C900	1.00	\$10,271	\$10,271
21	FIRE HYDRANT ASSEMBLY	1.00	\$22,289	\$22,289
			SUBTOTAL	\$899,023
NO.	DESCRIPTION	UNIT	UNIT PRICE	EXTENDED
22	**30" STORM CROSSING UNDER SUNMOUNTAIN	1.00	\$480,000	\$480,000
			GRAND TOTAL	\$1,379,023

** (4 EA) 30" STORM SEWER APPROXIMATE TOTAL FOOTAGE IN LENGTH 580 LF (\$827.59/LF)

EXHIBIT B: SLFRF REQUIREMENTS

1. Applicable Statutes, Rules, and Guidance.

The statutes, rules, and regulations outlined in the Agreement apply to the reporting obligations set forth herein. All terms used herein have the definitions outlined in the Agreement or, if not specified in the Agreement, as outlined in ARPA. Additionally, Treasury's publication entitled the "Compliance and Reporting Guidance" ("Compliance Guidance") and Treasury's "Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds" ("User Guide") apply as noted herein. In addition, the Uniform Administrative Requirements for Federal Awards in 2 CFR Part 200 apply to the Award under this Agreement.

2. Recipients, Subrecipients, Subawards, and Projects.

The definition of "recipient" includes counties that receive a payment under section 602(b) or 603(b) of the Social Security Act. 31 CFR § 3. In this case and as set forth in the Agreement, the City is the recipient of SLFRF funds.

A "subrecipient" includes any non-Federal entity that receives a subaward from a recipient to carry out part of a Federal program, in this case the SLFRF program. See 2 CFR §200.93. Entities that receive a subaward from the City to carry out the SLFRF program are subrecipients, as defined in the Agreement.

A "subaward" is an award of SLFRF funds provided to a subrecipient by a recipient to carry out the SLFRF program.

"Projects" are defined as a group of closely related activities that are intended to meet a certain goal or directed toward a common purpose or "new or existing eligible government services or investments funded in whole or in part by SLFRF funding."

3. Eligible Costs Timeframe.

Under this Agreement, Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021, to December 31, 2026, as long as the obligations are incurred by December 31, 2024, and liquidated by December 31, 2026.

4. Obligations.

SLFRF funds defines an obligation as "an order placed for property and services and entering into contracts, sub-awards, and similar transactions that require payment." 31 CFR § 35.3. The Project and Expenditure Report User Guide also includes contracts as obligations. Obligation is defined as "orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future

period."

For purposes of the Agreement, an obligation is incurred by Subrecipient when the Subrecipient enters into a contract with a contractor, service provider, or supplier for and in furtherance of the Project; the Agreement between the Subrecipient and the City does not constitute an obligation for purposes of Subrecipient's compliance with the Rule.

5. Expenditures.

Reporting must be consistent with the definition of "expenditure" in 2 CFR Part 200. The Uniform Administrative Requirements for federal awards define "expenditures" as "charges made by a non-Federal entity to a project or program for which a federal award was received." 2 CFR § 200.1; 2 CFR § 200.34.

However, the definition does not clarify whether the "non-Federal entity" is the recipient or the sub-recipient. According to the User Guide, an expenditure is "when the service has been rendered or the good has been delivered to the entity, and payment is due." This definition does not clarify whether "the entity" is the recipient or the sub-recipient. For a sub-recipient, the service or goods would be delivered to the sub-recipient, and then the sub-recipient would ask the recipient for funds. Expenditures may be reported on a cash or accrual basis, but the methodology must be disclosed and consistently applied.

For purposes of this Agreement and the Subrecipient's reporting obligations under this Agreement and Exhibit, City will consider funds "obligated" when the Subrecipient incurs the obligation (enters into a contract with a contractor or supplier) and "expended" payment is due to a contractor or supplier under that contract and payment is made by the Subrecipient.

6. Required Information for Project and Expenditure Reports

Since City is required to submit quarterly or annual Project and Expenditure reports (using the **Assistance Listing Number 21.027**), Subrecipient is required to provide City with the necessary information on the Subrecipient's Project promptly so City can comply with its reporting obligations under ARPA. Subrecipient shall provide necessary information to the City within fifteen (15) days of the end of each quarter to facilitate the City's filing of such reports. City will furnish Subrecipient with forms or links to submit information for the Project and Expenditure reports.

Subrecipients **must be** registered in SAM.gov and must provide identifying and demographic information (DUNS number, Unique Entity Identifier (UIE) number, or its Taxpayer Identification Number (TIN), and location) to the City to receive ARPA funds.

7. Conflicts of Interest

City understands and agrees that it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy applies to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the City or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds per 2 C.F.R. § 200.112. The Office of the

State Controller shall disclose such conflict to Treasury.

8. Maintenance of and Access to Records

- A. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing;
- B. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient to conduct audits or other investigations;
- C. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

9. Pre-award Costs.

Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

10. Administrative Costs.

Subrecipient may use funds provided under this award to cover direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the City.

11. Cost Sharing.

Cost sharing or matching funds are not required to be provided by Subrecipient.

12. Compliance with Applicable Law and Regulations.

- A. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury under section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- B. Federal regulations applicable to this award include, without limitation, the following:
 - a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

- b. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, under which the award term outlined in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - c. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - d. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - e. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - f. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - g. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - h. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - i. Generally applicable federal environmental laws and regulations.
- C. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination based on race, color, or national origin under programs or activities receiving federal financial assistance;
 - b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

- e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

13. Remedial Actions.

In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as outlined in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

14. Hatch Act.

Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

15. False Statements.

Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

16. Publications.

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the City of Pueblo by the U.S. Department of the Treasury."

17. Debts Owed the Federal Government.

- A. Any funds paid to the Subrecipient (1) over the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation under sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.

- B. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt. Treasury will take any actions available to it to collect such a debt.

18. Disclaimer.

- A. The United States expressly disclaims any responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.
- B. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

19. Protections for Whistleblowers.

- A. Per 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.
- B. The list of persons and entities referenced in the paragraph above includes the following:
- a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Treasury employee responsible for Agreement or grant oversight or management;
 - e. An authorized official of the Department of Justice or other law enforcement agency;
 - f. A court or grand jury; or
 - g. A management official or other employee of Subrecipient, Contractor, or Subcontractor who is responsible for investigating, discovering, or addressing misconduct.
- C. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce. Increasing Seat Belt Use in the United States. Under Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company owned, rented or personally owned vehicles.

20. Reducing Text Messaging While Driving.

Under Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

EXHIBIT C
DUPLICATION OF BENEFITS CERTIFICATION

To be submitted by the Subrecipient with its reimbursement requests.

The undersigned, on behalf of and as a duly authorized agent and representative of the Subrecipient, certifies and represents that all information contained in and enclosed with the reimbursement request is true to the best of his or her knowledge and acknowledges City has relied on such information to award ARPA assistance. The Subrecipient also certifies that they have not received assistance or reimbursement from any other funding sources for the specific expenses included in this reimbursement request.

The Subrecipient acknowledges that it may be prosecuted by Federal, State, or local authorities and/or that repayment of all ARPA funds must be repaid to the City if it makes or files false, misleading, or incomplete statements, documents or reimbursement requests.

Month of Reimbursement Request: _____

Signature of Recipient: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT D

COLORADO PUBLIC EMPLOYEES RETIREMENT ASSOCIATION SUPPLEMENTAL QUESTIONNAIRE TO BE ANSWERED BY ANY BUSINESS PERFORMING SERVICES FOR THE CITY OF PUEBLO

Pursuant to section 24-51-1101(2), C.R.S., salary or other compensation from the employment, engagement, retention or other use of a person receiving retirement benefits (Retiree) through the Colorado Public Employees Retirement Association (PERA) in an individual capacity or of any entity owned or operated by a PERA Retiree or an affiliated party by the City of Pueblo to perform any service as an employee, Agreement employee, consultant, independent Agreement or, or through other arrangements, is subject to employer contributions to PERA by the City of Pueblo. Therefore, as a condition of this Agreement for services with the City of Pueblo, this document must be completed, signed and returned to the City of Pueblo:

- a) Are you, or do you employ or engage in any capacity, including an independent Agreement or, a PERA Retiree who will perform any services for the City of Pueblo? Yes____, No____.
- b) If you answered “yes” to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? Yes _____, No _____.

If you answered “yes” please state which of the above entities best describes your business:

- c) If you answered “yes” to both (a) and (b), please provide the name, address and social security number of each such PERA Retiree.

Name

Name

Address

Address

Social Security Number

Social Security Number

(If more than two, please attach a supplemental list)

Failure to accurately complete, sign and return this document to the City of Pueblo may result in your being denied the privilege or doing business with the City of Pueblo.

If you answered “yes” to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other

compensation paid to you as a PERA Retiree or paid to any employee or independent Agreement or of yours who is a PERA Retiree performing services for the City of Pueblo. You further authorize the City of Pueblo to deduct and withhold all such contributions from any moneys due or payable to you by the City of Pueblo under any current or future Agreement or other arrangement for services between you and the City of Pueblo.

Signed _____, 20_____.

By: _____

Name: _____

Title: _____

For purposes of responding to question (b) above, an “affiliated party” includes (1) any person who is the named beneficiary or co-beneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse’s parents, stepparents, stepchildren, stepsiblings, and spouse’s siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree’s regular salary or compensation.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 25, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Laura Solano, Chief of Staff

SUBJECT: AN ORDINANCE APPROVING A SUBRECIPIENT AGREEMENT AUTHORIZING PAYMENT IN AN AMOUNT OF UP TO \$400,000 OF COMMUNITY DEVELOPMENT BLOCK GRANT – COVID-19 FUNDS TO THE PUEBLO RESCUE MISSION THROUGH A SUBRECIPIENT AGREEMENT TO PURCHASE REAL PROPERTY LOCATED AT 710 WEST 4TH STREET, PUEBLO, CO AND MAKE CERTAIN IMPROVEMENTS TO THE PROPERTY TO PROVIDE A WARMING SHELTER FOR THE PUEBLO COMMUNITY DURING WEATHER EMERGENCIES DECLARED BY THE CITY AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

This ordinance authorizes the transfer of funds in the amount of up to \$400,000 from the City's available Community Development Block Grant – COVID-19 Funds to the Pueblo Rescue Mission through a subrecipient agreement to purchase real property and make necessary improvements required to operate the real property as a warming shelter for the Pueblo community during weather emergencies declared by the City. This payment is authorized by under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93- 383, and 24 C.F.R. § 570.208. .

PREVIOUS COUNCIL ACTION:

By Ordinance No. 9951, approved June 14, 2021, the City Council approved and adopted the City of Pueblo FY2020 Action Plan for listing projects and programs for funding from CDBG, CDBG-CV, and HOME federal funds. On October 10, 2023, the City Council approved and adopted an ordinance to amend the FY2020 Action Plan to include the expenditure of CDBG-CV funds for the purchase of property to facilitate the operation of a warming shelter within the City.

BACKGROUND:

March 27, 2020, President Trump signed the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) (CARES Act), which makes available \$5 billion in CDBG coronavirus response (CDBG-CV) funds to prevent, prepare for, and respond to coronavirus. City has applied for and received Community Development Block Grant CARES Act (CDBG-CV) funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93- 383.

The Pueblo Rescue Mission supports, empowers, and provides high-quality resources to the Pueblo community in a safe and secure environment. It provides services that increase access to stable housing, food, physical and mental health care, addiction support services, and wellness resources intended for improved quality of life for the Pueblo Community; and

The effects of COVID-19 have negatively impacted local employment, increased the number of evictions, and resulted in an increased number of homeless individuals and families in our community. Acquiring additional shelter space within the City will allow the City of Pueblo to prepare for future emergencies, expand its shelter capacity, and allow the city to isolate the spread of illness within the shelter population and increase the ability to respond to future emergencies should there be a need to administer aid.

FINANCIAL IMPLICATIONS:

Funding for this project will be paid out of available CDBG-CV Funds, Project CDCV-070 in accordance with the City's amended FY2020 Action Plan.

BOARD/COMMISSION RECOMMENDATION:

The Citizens Advisory Committee heard a presentation on the project during the July 18, 2023 CDBG Presentations Hearing. The CAC reviewed and ranked the project during this CDBG funding cycle.

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

City Council could not authorize payment for the purchase of the real property and improvements necessary to operate a warming shelter within the City of Pueblo.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 09-25-23 Pueblo Rescue Mission CDBG COVID 19 Funds Subrecipient Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING A SUBRECIPIENT AGREEMENT AUTHORIZING PAYMENT IN AN AMOUNT OF UP TO \$400,000 OF COMMUNITY DEVELOPMENT BLOCK GRANT – COVID-19 FUNDS TO THE PUEBLO RESCUE MISSION THROUGH A SUBRECIPIENT AGREEMENT TO PURCHASE REAL PROPERTY LOCATED AT 710 WEST 4TH STREET, PUEBLO, CO AND MAKE CERTAIN IMPROVEMENTS TO THE PROPERTY TO PROVIDE A WARMING SHELTER FOR THE PUEBLO COMMUNITY DURING WEATHER EMERGENCIES DECLARED BY THE CITY AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

SECTION 1.

The Subrecipient Agreement (“Agreement”) between Pueblo, a municipal corporation and Pueblo Rescue Mission, attached hereto, and the Award of CDBG-CV funds is hereby approved.

SECTION 2.

After the Agreement is approved as to form by the Department of Law, 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 available CDBG-CV Funds, Project CDCV-070.

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

**COMMUNITY DEVELOPMENT BLOCK DEVELOPMENT GRANT PROGRAM – CV
SUBRECIPIENT AGREEMENT**

THIS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUB RECIPIENT AGREEMENT (“Agreement”) is entered by and between the City of Pueblo, a municipal corporation and home rule city formed under the laws of the State of Colorado (“City”) and Pueblo Rescue Mission, a Colorado non-profit corporation (“Subrecipient”) (individually “Party”, collectively “Parties”).

WITNESSETH:

WHEREAS, on March 27, 2020, President Trump signed the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) (CARES Act), which makes available \$5 billion in CDBG coronavirus response (CDBG-CV) funds to prevent, prepare for, and respond to coronavirus; and

WHEREAS, City has applied for and received Community Development Block Grant CARES Act (CDBG-CV) funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93- 383; and

WHEREAS, Subrecipient mission is to support, empower, and provide high-quality resources to the Pueblo community in a safe and secure environment. Subrecipient provides services that increase access to stable housing, food, physical and mental health care, addiction support services, and wellness resources intended for improved quality of life for the Pueblo Community; and

WHEREAS, the effects of COVID have negatively impacted local employment, increased the number of evictions, and resulted in an increased number of homeless individuals and families in our community. Providing emergency shelter during extreme weather, administrative offices to assist the Pueblo Rescue Mission to deliver shelter services, provide navigation programming to assist homeless individuals with urgent needs and obtain more stable housing and legal services.

WHEREAS, acquiring additional shelter space will allow the City of Pueblo to prepare for future emergencies. An additional standalone facility and expanded shelter capacity, allow the city to isolate the spread of illness within the shelter population and increase the ability to respond to future emergencies should there be a need to administer aid.

WHEREAS, Subrecipient has submitted an application to City requesting some \$400,000 in CDBG-CV funds to purchase the real property located at 710 West 4th Street, Pueblo, CO, 81003, (“Subject Property”) and make certain improvements to the property, to provide a warming shelter for the Pueblo community during weather emergencies declared by City’s Mayor, administrative office space, navigation programming, and legal services to the unhoused population of the City. Subrecipient’s grant application to the City is incorporated herein by reference; and

WHEREAS, as a condition of receipt of CDBG-CV funds, Subrecipient has agreed to use available beds in its existing shelter as a warming shelter during any weather emergency declared by City’s Mayor before the purchase and improvements being made on the Subject Property; and

WHEREAS, the City, in exchange for a Deed of Trust and continuous operation as a warming shelter, agrees to loan Subrecipient CDBG-CV funds for purchasing, making certain improvements, and operating the Subject property as a warming shelter under this Agreement.

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities of Each Party

The Subrecipient shall purchase, make certain improvements, and operate the Subject Property as a warming shelter during weather emergencies declared by the City's Mayor for individuals within Pueblo, Colorado. City shall loan Subrecipient the funding, as described herein, that shall be solely used by Subrecipient to fund the purchase, improvement, and operation of the Subject Property as a warming shelter during weather emergencies declared by the City's Mayor, as administrative office space, navigation programming space, and space for other legal services, as more particularly described in the application submitted by Subrecipient to City, and incorporated herein by reference, and Activity Budget in Section III of this Agreement. Subrecipient shall execute a Promissory Note and record a Deed of Trust securing City's interest in the Subject Property in the attached form and incorporated herein as **Exhibit C**.

B. National Objectives

All activities funded by the CDBG-CV program must meet a National Objective as defined in 24 C.F.R. § 570.208 and allow the community to prepare for, prevent, and respond to an urgent need. The Subrecipient certifies the activity carried out under this Agreement will exclusively benefit low and moderate-income households, which qualify as meeting a CDBG National Objective.

C. Levels of Accomplishment – Goals and Performance Measures Goals:

Provide warming shelter and other services safely to the maximum allowable number of unhoused people within the City of Pueblo.

D. Performance Measures:

Documentation of the number of unhoused people within the City of Pueblo assisted with CDBG-CV funds during the program year.

E. Performance Reporting

The Subrecipient will submit quarterly performance reports using the approved form(s) required by the City and included in **Exhibit E**. The subrecipient's performance report shall be submitted on the 15th of the month immediately following the end of the quarter. Failure to submit complete performance reports of activities by the due date will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period after being notified by the City, contract suspension, termination, or foreclosure proceedings will be initiated by City.

F. Performance Monitoring

The City will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period after being notified by the City, contract suspension, termination, or foreclosure proceedings will be initiated by City.

II. TIME OF PERFORMANCE

Services of the Subrecipient may begin as of October 12, 2023, and will end upon the expiration of the statutory requirements for CDBG-CV funds or upon the release of City's Deed of Trust, whichever occurs first. The term of this Agreement and the provisions herein may be extended, depending upon the Pandemic impact and conditions.

III. ACTIVITY BUDGET

The City reserves the right to require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any amendments to the budget must be approved in writing by both the City and the Subrecipient without the need for a formal amendment to this Agreement.

Expenditure Category	CDBG-CV Funds	Other Funds
Building Acquisition Costs	\$365,000	\$0
Improvements Costs	\$35,000	\$0
Total Budget	\$400,000	\$ 0

IV. LOAN PAYMENT

The City will loan to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments and the terms of this Agreement. Subrecipient agrees to use loan funds made available under this Agreement only for eligible expenses actually incurred by the Subrecipient and not to exceed actual cash requirements. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Subrecipient.

It is expressly agreed and understood that the total amount to be loaned by the City under this Agreement shall not exceed four hundred thousand dollars (\$400,000) ("Loan"). Advancement of Loan proceeds may be contingent upon certification of the Sub recipient's financial management system per the standards specified in 2 CFR parts 200.302 and 200.303.

Loan funds shall be made available by wire transfer or by certified funds to the title company

closing the real estate transaction. Rehabilitation funds shall be provided to the subrecipient on a cost reimbursement basis. Reimbursement documentation submitted shall be in accordance with **Exhibit F**.

The Loan shall accrue at a zero percent (0%) interest rate, and so long as Subrecipient complies with the terms and conditions stated herein, no payments shall be due upon the loan. If Subrecipient does not comply with the terms and conditions stated herein, and subject to Section H hereunder, City may accelerate repayment of the Loan and foreclose on its Deed of Trust.

V. REPAYMENT REQUIREMENTS RELATED TO DUPLICATED BENEFITS:

In accordance with the Stafford Act, CDBG-CV funds may not be used for costs where other assistance was already provided for the same purpose if no unmet need remains.

Duplication of benefits (DOB) occurs when a beneficiary receives assistance from multiple sources, such as any Federal agency, private insurance companies, non-profits, city, state, etc., for a cumulative amount exceeding the total need for a specific recovery purpose. The duplication amount is the excess assistance provided above the need.

Subrecipient is responsible for ensuring that any payment request it sends the City will not result in a DOB. If the City discovers that a DOB has occurred, the Subrecipient will resolve the DOB by reimbursing the City in the amount of the DOB or in another manner agreeable to the parties within thirty (30) days of receiving written notice from the City that such DOB has occurred. It is expressly agreed and understood that the total amount to be repaid by the Subrecipient under this Agreement shall not exceed the total amount received from Community Development Block Grant funds. Subrecipient agrees to execute and deliver the form attached hereto as **Exhibit C**, certifying there is no duplication of benefits under this Agreement.

Re-payments shall be submitted to the City using a format and timetable agreed to by the Subrecipient and the City, as federal regulations allow.

VI. NOTICES

Notices this Agreement requires shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

City
Mayor's Office
City of Pueblo
1 City Hall Place
Pueblo, Co 81003

Subrecipient
Melanie Rapier
Pueblo Rescue Mission
P.O. Box 9167
Pueblo, CO 81008

CC: City Attorney's Office
1 City Hall Place

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 C.F.R. § 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 C.F.R. Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independence of Subrecipient

Nothing contained in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the Parties. The Subrecipient shall always remain an "independent contractor" concerning the services under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. No Monetary Damages Against City

In consideration for City entering into the Agreement, Subrecipient waives and discharges City, its officers, agents, and employees from all claims for any monetary damages whether such claims arise under tort, contract, statutory or any other law.

D. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments arising from the Subrecipient's performance or nonperformance of the services or subject matter called for under this Agreement.

E. Non-Discrimination

In connection with the performance of work under the Agreement, Subrecipient may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, protective hairstyle, or disability. Subrecipient agrees to comply with all applicable federal and state anti-discrimination laws. The Subrecipient shall insert the foregoing provision in all subcontracts.

F. No Employment of a Worker Without Authorization to Perform Work Under the Agreement

Subrecipient certifies that:

At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this agreement in the future.

It will participate in the E-Verify Program, as defined in § 8-17.5-101 (3.7), C.R.S., and confirm the employment eligibility of all newly hired employees to perform work under this Agreement.

It will not enter into a contract with a consultant or subcontractor that fails to certify to Subrecipient that it shall not knowingly employ or contract with a worker without authorization to perform work under the Agreement.

It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it is required to comply with all federal requirements related to the use of the E-Verify Program, including, by way of example, all program requirements related to employee notification and preservation of employee rights.

If it obtains actual knowledge that a consultant or subcontractor performing work under the Agreement knowingly employs or contracts with a worker without authorization, it will notify such consultant or subcontractor and the City within three (3) days. The Concessionaire shall also terminate such consultant or subcontractor if, within three (3) days after such notice, the consultant or subcontractor does not stop employing or contracting with the worker without authorization, unless, during the three days, the consultant or subcontractor provides information to establish that the consultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

It will comply with a reasonable request made during an investigation by the Colorado Department of Labor and Employment under the authority of § 8-17.5102(5), C.R.S.

G. Availability of Funds

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

H. Pera Liability

Subrecipient shall reimburse City for the full amount of any employer contribution required to be paid by City to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing services for City under this Agreement. Subrecipient shall fill out the questionnaire attached as **Exhibit D** and submit the completed form to City's Finance Office as part of the signed Agreement.

I. Reservation of Rights

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of any right or

power granted through this Agreement at any time be construed as a total and permanent waiver of such right or power.

J. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

K. Insurance & Bonding

The Subrecipient shall carry Commercial General Liability (CGL) insurance, covering claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work under this agreement by the Subrecipient, and Subrecipient's agents, representatives, employees or subcontractors, with limits of insurance of not less than \$500,000 for each occurrence and \$1,000,000 annual aggregate. The CGL shall apply as Primary and non-contributory insurance before any other insurance or self-insurance, including any deductible maintained by or provided.

The Subrecipient shall comply with the bonding and insurance requirements of 2 C.F.R. Part 200, Bonding and Insurance.

L. Recognition of HUD, City

The Subrecipient shall ensure recognition of the role of the CDBG-CV in providing services through this Agreement whenever possible. All activities, facilities and items utilized under this Agreement shall be prominently labelled as to funding sources. In addition, the Subrecipient will reference the support provided herein in all printed materials, project descriptions and other activities undertaken with funds provided under this Agreement, Subrecipient shall provide recognition that funds have been provided by the U.S. Department of Housing and Urban Development and the City of Pueblo. Recognition shall be accomplished by prominent disclosure of the role of HUD and the City in all such printed materials and project signage, if any.

M. Amendments

City or Subrecipient may request amendments to this Agreement in writing. For this agreement, an amendment is defined as a change to the budget, scope or term which does not increase or decrease the original by ten percent (10%) or more. Amendment requests must be signed by a duly authorized representative of the Subrecipient, and approved by the City. Such amendments shall not invalidate this Agreement nor relieve or release the City or Subrecipient from its obligations under this Agreement.

At its discretion, the City may amend this Agreement to conform with Federal, state, or local governmental guidelines, policies, and available funding amounts, or other reasons. If such amendments result in a change in the funding, the scope of services, or the schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Subrecipient.

N. Suspension or Termination

Per 2 CFR 200, Subpart D, the City may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the City reports that are incorrect or incomplete in any material respect.

Per 2 CFR 200, Subpart D, this Agreement may also be terminated for convenience by either the City or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

O. System For Award Management (SAM.GOV) Registration

Subrecipients must be registered on SAM.gov to be considered for award and must submit proof of registration and good standing prior to executing this agreement.

P. Prevailing Wage Requirements/Davis-Bacon Act

HUD-4010 Form plus Public Works Article 2A document.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200, Subpart E and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with CFR 200, Subpart E as applicable.

B. Documentation and Record Keeping

1. Records to be maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 C.F.R. § 570.506, which are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 C.F.R. § 570.502;
- g. Records documenting that the Subrecipient has an active registration in SAM.gov, and is not disbarred, suspended or ineligible from participation in federally funded activities as required at 2 C.F.R. Part 25, Appendix A and 2 C.F.R. § 200.213; and
- h. Other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for ten (10) years. The retention period begins on the date of the submission of the City's annual performance and evaluation report to HUD, in which the activities assisted under the Agreement are reported on for the final time. On May 28, 2024, City shall report on all activities completed prior to February 29, 2024. Projects completed after February 29, 2024, will be reported on May 28, 2025. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven years, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, demographics, or other basis for determining eligibility, and service description provided. Such information shall be made available to City monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities for services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub recipient's obligation to the City shall not end until all close-out requirements are completed, using the required Close Out form provided by the City. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances not used to accomplish the work set forth in the Scope of Services, and accounts receivable not to be used to accomplish the work set forth in the Scope of Services to the City), application for release of federal requirements, and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG-CV funds.

6. Program Income; Reversion of Assets.

- a. City authorizes Subrecipient to retain any portion of program income on the condition that it shall only be used to accomplish the work set forth in the Scope of Services. and the amount of grant funds payable by City to Subrecipient shall be adjusted.
- b. Any real property under Subrecipient's control that was acquired or improved in whole or in part with funds provided pursuant to this Agreement in excess of U.S. \$25,000 shall either: (i) be used to provide shelter and shelter services for the benefit of homeless individuals until expiration or termination of this Agreement, or (ii) not be used in accordance with subparagraph (c)(i), in which event Subrecipient shall pay to City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of funds not provided under this Agreement for the acquisition of, or improvement to the property. The use restriction and repayment obligation set forth in this subparagraph shall survive termination or expiration of this Agreement and shall be fully enforceable and subject to collection by City in accordance with applicable laws. If requested by City, Subrecipient shall execute a deed of trust or mortgage instrument which shall be and constitute a lien upon all real property acquired or improved with funds provided hereunder, and which shall secure all obligations of Subrecipient hereunder.

7. Special Requirements Applicable to Improvements to Property

- a. In addition to all procurement requirements otherwise applicable to Subrecipient pursuant to any other provision of this Agreement or pursuant to any requirement of law or regulation incorporated in this Agreement by reference, if any portion of the funds provided to Subrecipient under this Agreement is to be used for making improvements to real property, including new construction, rehabilitation, or remodeling, then in such event Subrecipient shall comply with all requirements of this Paragraph.
- b. No structural improvements shall be undertaken to real property with funds (or reimbursement) provided hereunder unless and until: (i) plans and specifications therefore have been prepared by a registered Professional Engineer in good standing and duly licensed to practice in the State of Colorado or an Architect duly licensed and authorized to conduct a practice of architecture in the state of Colorado; and (ii) such plans and specifications have been filed with the City and approved by both the City's designated representative and the City's Director of Public Works.

- c. If this Paragraph is applicable, no disbursement of funds to Subrecipient shall be made by City hereunder unless and until all conditions precedent to payment specified elsewhere in this Agreement have been satisfied and Subrecipient files with City's Director of Housing and Citizen Services a written request for payment signed by an officer of Subrecipient that certifies (i) that the amounts included in the request for payment have not been included in any prior request for payment, and (ii) that the improvements listed therein for which payment is sought have been completed in accordance with the approved plans and specifications therefore.

8. Audits & Inspections

All Subrecipient records for any matters covered by this Agreement shall be made available to the City, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will violate this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted per current City policy concerning Subrecipient audits as set forth at 24 C.F.R. § 570.502 and 2 C.F.R. § 200.330.

9. Use and Disposition of Property

a. Disposition of Expendable/Non-Expendable Real and Personal Property:

The Subrecipient agrees to follow 2 CFR § 200.311 through 200.315 in regard to all real and personal property purchased in whole or in part with funds under this Agreement. These sections of 2 CFR Part 200, Subpart D govern the title, use, management, and disposition of real and personal property, including but not limited to the following:

Management requirements: The Subrecipient must have procedures in place for managing real property and equipment, whether acquired in whole or in part under a Federal award, until disposition takes place. These procedures at a minimum, must meet the following requirements:

Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property;

A physical inventory of the personal property purchased with funds disbursed under this Agreement, if any, must be taken, and the results reconciled with the property records at least once every two (2) years;

A control system must be developed to ensure adequate safeguards to prevent property loss, damage, or theft. Any loss, damage, or theft must be investigated;

Adequate maintenance procedures must be developed to keep the property in good condition; and

If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

b. **Disposition:**

Barring any changes in regulations for CDBG-CV Funds by HUD, the Subrecipient must obtain written authorization from the City before disposing of an item of real or personal property with an original cost exceeding \$1,000 (City's threshold) that was purchased with funds disbursed under this Agreement.

All proceeds from the sale of real or personal property purchased with any funds disbursed under this Agreement must be returned to the City within thirty (30) days of receipt and include a notation of the grant the funds were received under. The Subrecipient agrees City may file the appropriate legal instrument(s) necessary to protect the City's financial interest and that the City has not waived any rights in property purchased with funds under this Agreement. City will then be responsible for returning the funds to its local grant restricted account, the appropriate Federal agency, or using them for a purpose under Federal regulations.

10. **Procurement**

a. **Compliance**

The Subrecipient shall comply with current federal policy concerning equipment purchase and maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income (if authorized), property, equipment, etc.) shall revert to the City upon termination of this Agreement.

b. **OMB Standards**

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services per the requirements of 2 C.F.R. Part 200, Subpart D.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. **Civil Rights**

1. **Compliance**

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act (HCDA) of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA) of 1990, the Age Discrimination Act of 1975, Executive Order 11063 as amended by Executive Orders 12259, and implementing regulations at 24CFR107, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The City shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own sub recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has

a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs IX.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the program's administration for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

3. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this

Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

4. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

5. Conflict of Interest

The Subrecipient and its Board of Directors agrees to abide by the provisions of 24 CFR 570.611 and 2 CFR 200.317 and 200.318, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in awarding and administering contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement concerning the CDBG-assisted activity, or concerning the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Subrecipient, or any designated public agency.

6. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to

any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (a.) and (b.) of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

7. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

8. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

9. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 C.F.R. § 570.200(j), such as worship, religious instruction, or proselytizing.

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C. 7401, and et seq;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C.

4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The sub recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 C.F.R. Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the HUD implementing regulations set forth in 24 CFR Part 42;

(10) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;

(11) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);

(14) HUD environmental criteria and standards [24 CFR Part 51, Environmental Criteria and Standards];

(15) The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303(e));

(16) The Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;

(17) The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1272 et seq.) as amended; particularly section 7 (b) and (c) [16 U.S.C. 1278 (b) and (c)];

(18) The Reservoir Salvage Act of 1960 916 U.S.C. 469 et seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;

(20) Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et seq.); particularly sections 2 and 5;

(21) It will comply with the Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.);

(23) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).

(24) Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provisions of the HUD 4010 and the Davis Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIII. WAIVER

The City's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIV. ENTIRE AGREEMENT

This agreement and its Exhibits A through H constitutes the entire agreement between the City

and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Agreement.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]

SIGNATURE PAGE

IN WITNESS OF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE LAST DAY
STATED ON THE UNDER THE MAYOR’S SIGNATURE BELOW.

City of Pueblo, Municipal Corporation

By: _____

Date: _____

Nick Gradisar, Mayor

ATTEST:

By: _____

Date: _____

Marisa Stoller, City Clerk

APPROVED AS TO FORM:

Attorney for City of Pueblo

By: _____

Date: _____

City Attorney

Pueblo Rescue Mission

By: _____

Date: _____

**EXHIBIT A
DEED OF TRUST**

**DEED OF TRUST
HOMELESS SHELTER**

THIS DEED OF TRUST, made this ____ day of October, 2023, between Pueblo Rescue Mission, a nonprofit corporation, whose address is P.O. Box 9167, Pueblo, Colorado 81008, hereinafter referred to as "Grantor", and the Public Trustee of the County of Pueblo, in the State of Colorado, hereinafter referred to as "Trustee", WITNESSETH:

WHEREAS, Pueblo Rescue Mission, a Not-For-Profit Development Corporation, a Colorado corporation, hereinafter referred to as "Developer," has entered into the City of Pueblo Homeless Shelter Development Agreement dated the ____ day of August, 2019 with the City of Pueblo, a Municipal Corporation, hereinafter referred to as the "Agreement;" and

WHEREAS, Grantor has agreed to undertake and perform the obligations of Developer under the Agreement; and

WHEREAS, the Developer has executed a Promissory Note, hereinafter referred to as the "Note," dated the ____ day of October, 2023 for the principal sum of Four Hundred Thousand and No/100 Dollars (\$400,000.00), payable to the order of the City of Pueblo, a Municipal Corporation, which amount is an indebtedness of Grantor payable with interest in accordance with the terms of said Note; and,

WHEREAS, the Grantor is desirous of securing performance of all obligations of Developer and Grantor under said Agreement and Note and payment of the indebtedness as specified therein.

NOW, THEREFORE, the Grantor, in consideration of the premises and for the purposes aforesaid, does hereby grant, bargain, sell and convey unto Trustee in trust forever, for the use and benefit of the City of Pueblo, a Municipal Corporation (the "Beneficiary"), the following described property, situate in the County of Pueblo, State of Colorado to wit:

LOTS 2 + 3 BLK 24 STATE ADD LOTS 26, 27, 28 + 29 BLK 3 THATCHER + GAST SUB FORMERLY #05-361-21-002 + 05-362-05-009

also known as street and numbers 710 W. 4th Street, Pueblo, Colorado, 81003. TO HAVE AND TO HOLD the same, together with all and singular the privileges and appurtenances thereunto belonging: In Trust Nevertheless, That in case of default in the Note or any part thereof or payment as specified therein, according to the tenor and effect of said Note, or in the payment of any prior encumbrances, principal or interest, if any, or in case of a breach of any term of the Agreement, or in case default shall be made in or in case of violation or breach of any of the terms, conditions, covenants or agreements herein contained, the Beneficiary hereunder may declare a violation of any of the covenants herein contained and elect to advertise said property for sale and demand such sale, then, upon filing notice of such election and demand for sale with the Trustee, who shall upon receipt of such notice of election and demand for sale cause a copy of the same to be recorded in the recorder's office of the county in which said real estate is situated, it shall and may

be lawful for said Trustee to sell and dispose of the same (en masse or in separate parcels, as the said Trustee may think best), and all the right, title and interest of Grantor, its successors or assigns therein, at public auction at the south front door of the Court House, in the County of Pueblo, State of Colorado, or on said premises, or any part thereof as may be specified in the notice of said sale, for the highest and best price the same will bring in cash, four weeks' public notice having been previously given of the time and place of such sale, by advertisement, weekly, in some newspaper of general circulation at that time published in said County of Pueblo, a copy of which notice shall be mailed within ten days from the date of the first publication thereof to the Grantor at the address herein given and to such person or persons appearing to have acquired a subsequent record interest in said real estate at the address given in the recorded instrument; where only the county and state is given as the address then such notice shall be mailed to the county seat, and to make and give to the purchaser or purchasers of such property at such sale, a certificate or certificates in writing describing such property purchased, and the sum or sums paid therefor, and the time when the purchaser or purchasers (or other person entitled thereto) shall be entitled to a deed or deeds therefor, unless the same shall be redeemed as is provided by law; and said Trustee shall, upon demand by the person or persons holding the same certificate of purchase, when said demand is made, or upon demand by the person entitled to a deed to and for the property purchased, at the time such demand is made, the time for redemption having expired, make and execute to such person or persons a deed or deeds to the said property purchased, which said deed or deeds shall be in the ordinary form of a conveyance, and shall be signed, acknowledged and delivered by the said Trustee, as grantor, and shall convey and quit-claim to such person or persons entitled to such deed, as grantee, the said property purchased as aforesaid and all the right, title, interest, benefit and equity of redemption of the Grantor, its successors and assigns therein, and shall recite the sum or sums for which the said property was sold and shall refer to the power of sale therein contained, and to the sale or sales made by virtue thereof; and in case of an assignment of such certificate or certificates of purchase, or in case of the redemption of such property, by a subsequent encumbrancer, such assignment or redemption shall also be referred to in such deed or deeds; but the notice of sale need not be set out in such deed or deeds and the said Public Trustee shall, out of the proceeds or avails of such sale, after first paying and retaining all fees, charges and costs of making said sale, pay to the Beneficiary hereunder or the legal holder of the indebtedness, all moneys and amounts due, according to the tenor and effect thereof, and all moneys advanced by such Beneficiary or legal holder of said indebtedness for insurance, taxes and assessments, with interest thereon at 12 per cent per annum, rendering the overplus, if any, unto the said Grantor, his legal representatives or assigns; which sale or sales and said deed or deeds so made shall be a perpetual bar, both in law and equity, against the Grantor, its successors and assigns, and all other persons claiming the said property, or any part thereof, by, from, through or under said Grantor, or any of them. The Beneficiary or holders of the indebtedness may purchase said property or any part thereof; and it shall not be obligatory upon the purchaser or purchasers at such sale to see to the application of the purchase money. If a release deed be required, it is agreed that Grantor, its successors and assigns, will pay the expense thereof.

And the Grantor, for itself and for its successors and assigns covenants and agrees to and with the Trustee, that at the time of the ensealing of and delivery of these presents he is well seized of the said land and tenements in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form as aforesaid; hereby fully and absolutely waiving and releasing all rights and claims he may have in or to said lands, tenements and property as a Homestead Exemption, or other exemption, now existing or which may hereafter be enacted in relation thereto and that the same are free and clear of all liens and encumbrances

whatsoever, except for deeds of trust described hereinbelow and the above bargained property in the quiet and peaceable possession of the said Trustee, his successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said Grantor shall and will Warrant and Forever Defend.

And that during the continuance of said Note or the indebtedness arising thereunder, the said Grantor will in due season pay all taxes and assessments levied on said property; all amounts due on account of principal and interest on prior encumbrances, if any; and will keep all buildings that may at any time be on said lands, insured against loss by fire with extended coverage endorsements in a company authorized to issue such insurance in the State of Colorado, for such sum or sums as such company or companies will insure for, not to exceed the amount of said indebtedness and any prior encumbrances, except at the option of said Grantor, with loss, if any, payable to the Beneficiary hereunder, as its interest may appear, and will deliver the policy or policies of insurance to the Beneficiary hereunder, as further security for the indebtedness aforesaid. And in case of the failure of Grantor to thus insure and deliver the policies of insurance, or to pay such taxes or assessments or amounts due or to become due on any prior encumbrances, if any, then the Beneficiary may procure such insurance, or pay such taxes or assessments or amount due upon prior encumbrances, if any, and all moneys thus paid, with interest thereon at 12 per centum per annum, shall become so much additional indebtedness, secured by this Deed of Trust, and shall be paid out of the proceeds of the sale of the property aforesaid, if not otherwise paid by Grantor, and Beneficiary may for such failure declare a violation of this covenant and agreement.

If all or any part of the property or an interest therein is sold or transferred by Grantor without Beneficiary's prior written consent, excluding the creation of a lien or encumbrance subordinate to this Deed of Trust, Beneficiary may, at Beneficiary's option, declare all the sums secured by this Deed of Trust to be immediately due and payable.

AND THAT IN CASE OF ANY DEFAULT, Whereby the right of foreclosure occurs hereunder, the Trustee or the Beneficiary or holder of certificate of purchase, shall at once become entitled to the possession, use and enjoyment of the property aforesaid, and to the rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and through the period of redemption, if any there be; and such possession shall at once be delivered to the Trustee or the Beneficiary or the holder of the certificate of purchase on request, and on refusal, the delivery of such possession may be enforced by the Trustee or the Beneficiary or holder of the certificate of purchase by any appropriate civil suit or proceeding, and the Trustee or Beneficiary or the holder of the certificate of purchase, or any thereof, shall be entitled to a Receiver for said property, and of the rents, issues and profits thereof, after such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the Grantor or of the then owner of said property and without regard to the value thereof, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application and without notice--notice being hereby expressly waived--and all rents, issues and profits, income and revenue therefrom shall be applied by such Receiver to the payment of the indebtedness hereby secured, according to the law and the orders and directions of the Court.

AND, That in case of default in any of said payments of principal or interest, according to the tenor and effect of said Note aforesaid, or any part thereof, or a breach of any term of the Agreement, or of a breach or violation of any of the covenants or agreements herein, by the

Grantor, its successors or assigns, then and in that case the whole of the indebtedness hereby secured, and the interest thereon to the time of the sale, may at once, at the option of the Beneficiary or the legal holder of the indebtedness, become due and payable, and the said property be sold in the manner and with the same effect as if said indebtedness had matured, and that if foreclosure be made by the Public Trustee, a reasonable attorney's fee for services in the supervision of said foreclosure proceedings shall be allowed by the Public Trustee as part of the cost of foreclosure, and if foreclosure be made through the courts a reasonable attorney's fee shall be taxed by the court as a part of the costs of such foreclosure proceedings. Notwithstanding any other provision of this Deed of Trust, Grantor and Beneficiary hereby expressly agree that this Deed of Trust is subject to and subordinate in all respects to the construction loan deed of trust securing a loan of \$1,300,000.00 in favor of the State of Colorado and to all liens, terms, covenants and conditions of said deed of trust and to all advances heretofore made or which may hereafter be made pursuant to said deed of trust, including all sums advanced for the purpose of: (a) protecting or further securing the liens of the construction loan deed of trust, curing defaults by the Grantors under the construction loan deed of trust or for any other purpose expressly permitted by the construction loan deed of trust, or (b) constructing, furnishing, fixturing or equipping the said property. The terms and provisions of the construction loan deed of trust are paramount and controlling, and they supersede any terms and provisions hereof in conflict therewith. In the event of a foreclosure or deed in lieu of foreclosure of the construction loan deed of trust, any provisions herein or any provisions in any collateral agreement restricting the use of said property to low or moderate income households or otherwise restricting the Grantor's ability to sell said property shall have no effect on subsequent owners or purchasers of said property. Any person, including his successors or assigns (other than the Grantor or a related entity of the Grantor), receiving title to said property through a foreclosure or deed in lieu of foreclosure of the construction loan deed of trust shall receive title to said property free and clear from such restrictions.

If any notice of default under the Note or this Deed of Trust or notice of acceleration of the maturity of the indebtedness is given to Grantor, irrespective of any legal obligation to do so, a copy of said notice shall also be given to the Primary Lender; provided, however, that nothing in this paragraph is intended, nor shall it be construed, to grant any rights whatsoever to Grantor or create any condition precedent to the exercise of any right or remedy by the Beneficiary; nor shall any noncompliance with the requirements of this paragraph constitute any defense against enforcement of the Note or this Deed of Trust, including without limitation, Beneficiary's right to accelerate maturity of the entire indebtedness and demand sale of the said property.

Should any provisions of this Deed of Trust be found to violate the statutes or court decisions of the State of Colorado, or of the United States, such provision shall be deemed to be amended to comply with and conform to such statutes and decisions.

[SIGNATURE PAGE FOLLOWS - PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

GRANTOR:
PUEBLO RESCUE MISSION
a Colorado Nonprofit Corporation

By

Melanie Rapier, Its Executive Director

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

On _____ before me,
_____, Notary Public, personally appeared
Melanie Rapier, personally known to me to be the person whose name is subscribed to the within
instrument and acknowledged to me that he executed the same in his authorized capacity, and
that by his signature on the instrument the person, or entity upon behalf which the person acted,
executed the instrument.

WITNESS my hand and official seal.

EXHIBIT B
PROMISSORY NOTE

PROMISSORY NOTE

Principal Amount: U.S. \$400,000.00

Date of Note: _____

FOR VALUE RECEIVED, the undersigned Pueblo Rescue Mission, a Colorado nonprofit corporation, hereinafter referred to as "Borrower," and its successors in interest, promises to pay to the City of Pueblo, a Municipal Corporation, hereinafter referred to as the "Note Holder," the principal sum of Four Hundred Thousand and No/100 (U.S. Dollars \$400,000.00), provided payment is made in accordance herewith, and payable at the Note Holder's office at 1 City Hall Place, Pueblo, Colorado, 81003, or such other place as Note Holder may designate, upon demand of the Note Holder after occurrence of the events specified in this Note.

The indebtedness shall be reduced by .5556% of the principal sum for each full calendar month, starting from the date of substantial completion of the Project, that the Borrower owns and operates the property as a homeless shelter, serving and assisting homeless individuals.

The grant evidenced by this Note is being made to finance a homeless shelter project (hereinafter referred to as the "Project") per the City of Pueblo Community Development Block Development Grant Program – CV Subrecipient Agreement by and between Borrower and Note Holder (the "Agreement"). This Note and all principal payable hereunder are secured by a Deed of Trust of even date herewith upon real property, upon which the Project is located or to be located, and all improvements thereon, situated in the County of Pueblo, State of Colorado (hereinafter referred to as the "Property") and described more particularly as:

LOTS 2 + 3 BLK 24 STATE ADD LOTS 26, 27, 28 + 29 BLK 3 THATCHER + GAST SUB
FORMERLY #05-361-21-002 + 05-362-05-009

also known as street and numbers 710 W. 4th Street, Pueblo, Colorado, 81003.

The terms, conditions, covenants, provisions, stipulations, and agreements of said Deed of Trust and said Agreement are hereby made a part of this Note by reference in the same manner and with the same effect as if they were fully set forth herein, and the Borrower hereby covenants and promises to abide by and comply with each and every covenant and condition set forth in this Note, the Deed of Trust, and the Agreement. The Borrower reserves the right to prepay all or any part of the principal owing on this Note at any time or times prior to maturity without notice and payment of any premium or penalty.

Upon the occurrence of any of the following events, the entire unpaid principal hereof shall, at the option of the Note Holder, and without notice, become at once due and payable and shall accrue interest at the default rate of twelve percent (12%) per annum thereafter until paid in full, and no failure by the Note Holder to exercise such option shall be deemed or construed as a waiver of the right to exercise the same in the event of any subsequent default or breach:

1. Any default in the payment when due, or any part of the principal or interest hereunder.
2. Any breach or failure of the Borrower to perform within the allotted time any term or condition of the Agreement, the Deed of Trust, or any other instrument securing to the Note Holder payment or performance of any obligation of the Borrower.

3. If the Borrower shall be involved in financial difficulties as evidenced: (i) by an admission in writing of the Borrower's inability to pay its debts generally as they become due; (ii) by filing a petition in bankruptcy or for the adoption of an arrangement under the federal Bankruptcy Code (as now or in the future amended) or an admission seeking the relief therein provided; (iii) by making an assignment for the benefit of creditors; (iv) by consenting to the appointment of a receiver or trustee for all or a substantial part of the Borrower's assets or to the filing of a petition against the Borrower under said Bankruptcy Code; (v) by being adjudicated as bankrupt; (vi) by the entry of a court order appointing a receiver or trustee for all or a substantial part of the assets of the Borrower or approving as filed in good faith a petition filed against the Borrower under said Bankruptcy Code; (vii) by the assumption of custody or sequestration by a court of competent jurisdiction of all or substantially all of the assets of the Borrower; (viii) by an attachment for an amount in excess of \$25,000 on any substantial part of the assets of the Borrower which shall not be discharged within thirty (30) days from the making thereof; or (ix) by a judgment or decree for the payment of money in excess of \$25,000 being entered against the Borrower, or if an attachment, execution or levy is made upon any of the Borrower's assets and the judgment, execution or levy, as the case may be, is not discharged or stayed within thirty (30) days from the date of the judgment, attachment, execution or levy as the case may be.
4. If the Borrower shall have made any misrepresentation or a material nature in its application for the grant, or in any document furnished by it to the Note Holder relative to the Project.
5. If there is pending or threatened litigation with respect to the grant or the performance by the Borrower of any of its duties or obligations hereunder.
6. If the Project cannot proceed because of inability to continue land option or secure zoning or due to any action by any branch of government which impairs use of the Property herein described for proposed Project purposes.
7. If the Note Holder in its sole and absolute discretion determines that the Borrower has abandoned or discontinued the acquisition, construction, rehabilitation, or completion of the Project.

The Borrower, and any and all endorsers, sureties, guarantors and assumers hereof, hereby jointly and severally waive presentment, protest, notices of dishonor and of protest, and all defenses whatsoever on the ground of any extension(s) of the time of payment or of the due dates of this Note, in whole or in part, before or after maturity, with or without notice, it being further agreed by the Borrower and all such parties that they will pay all collection expense, court costs, and reasonable attorneys' fees which may be incurred in the collection or enforcement of this Note or any part hereof. Each subsequent holder of this Note shall be deemed, by virtue of such holder's acquisition of the Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the Agreement or Deed of Trust.

This instrument shall be governed by the laws of the State of Colorado and any dispute regarding its terms and conditions shall be resolved in the District Courts of the State of Colorado.

Executed and delivered this _____ day of _____, 2023.

Pueblo Rescue Mission
a Colorado nonprofit corporation

By: _____

Name: _____

Title: _____

EXHIBIT C
DUPLICATION OF BENEFITS CERTIFICATION

To be submitted by the Subrecipient with its reimbursement requests.

The undersigned, on behalf of and as a duly authorized agent and representative of the Subrecipient, certifies and represents that all information contained in and enclosed with the reimbursement request is true to the best of his or her knowledge and acknowledges City has relied on such information to award ARPA assistance. The Subrecipient also certifies that they have not received assistance or reimbursement from any other funding sources for the specific expenses included in this reimbursement request.

The Subrecipient acknowledges that it may be prosecuted by Federal, State, or local authorities and/or that repayment of all ARPA funds must be repaid to the City if it makes or files false, misleading, or incomplete statements, documents or reimbursement requests.

Month of Reimbursement Request: _____

Signature of Recipient: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT D

**COLORADO PUBLIC EMPLOYEES RETIREMENT ASSOCIATION
SUPPLEMENTAL QUESTIONNAIRE TO BE ANSWERED BY ANY BUSINESS
PERFORMING SERVICES FOR THE CITY OF PUEBLO**

Pursuant to section 24-51-1101(2), C.R.S., salary or other compensation from the employment, engagement, retention or other use of a person receiving retirement benefits (Retiree) through the Colorado Public Employees Retirement Association (PERA) in an individual capacity or of any entity owned or operated by a PERA Retiree or an affiliated party by the City of Pueblo to perform any service as an employee, Agreement employee, consultant, independent Agreement or, or through other arrangements, is subject to employer contributions to PERA by the City of Pueblo. Therefore, as a condition of this Agreement for services with the City of Pueblo, this document must be completed, signed and returned to the City of Pueblo:

- a) Are you, or do you employ or engage in any capacity, including an independent Agreement or, a PERA Retiree who will perform any services for the City of Pueblo? Yes____, No____.
- b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? Yes _____, No_____.

If you answered "yes" please state which of the above entities best describes your _____ business:

- c) If you answered "yes" to both (a) and (b), please provide the name, address and social security number of each such PERA Retiree.

Name

Name

Address

Address

Social Security Number

Social Security Number

(If more than two, please attach a supplemental list)

Failure to accurately complete, sign and return this document to the City of Pueblo may result in your being denied the privilege or doing business with the City of Pueblo.

If you answered "yes" to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent Agreement or of yours who is a PERA Retiree performing services for the City of Pueblo. You further authorize the City of Pueblo to deduct and withhold all such contributions from any moneys due or payable to you by the City of Pueblo under any current or future Agreement or other arrangement for services between you and the City of Pueblo.

Signed _____, 20_____.

By:

Name:

Title:

For purposes of responding to question (b) above, an "affiliated party" includes (1) any person who is the named beneficiary or co-beneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4)

any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation.

EXHIBIT E
REPORTING FORMS

EXHIBIT F
REIMBURSEMENT DOCUMENTATION

EXHIBIT G
AFFIRMATIVE ACTION PLAN

CITY OF PUEBLO

DEPARTMENT OF HOUSING AND CITIZEN SERVICES

Affirmative Fair Housing Marketing Procedures

It is the policy of the Department of Housing and Citizen Services to administer its housing programs affirmatively, as to achieve a condition in which individuals of similar income levels in the same housing market area have a like range of housing choices available to them regardless of their race, color, religion, sex, sexual orientation, handicap, familial status or national origin. Each applicant for participation in the Department's housing programs shall pursue affirmative fair housing marketing policies in soliciting buyers and tenants, in determining their eligibility, and in concluding sales and rental transactions.

METHODS AND PRACTICES FOR INFORMING THE PUBLIC

In order to inform the public, owners, and prospective tenants about federal fair housing laws and the City's affirmative marketing policies, the developer will include the Equal Housing Opportunity logotype and/or slogan, and a logotype and/or slogan indicating equality, non-discrimination, and equal access, in all press releases, solicitations, and program information materials.

The City shall develop an outreach plan each year, which will include, singularly or in combination, advertisements in local newspapers, public service announcements, distribution of fair housing brochures at relevant events, community presentations, or other outreach activities to inform the community about fair housing rights and responsibilities.

REQUIREMENTS AND PRACTICES FOR OWNERS

All developers who receive funds from the City are required to enter into loan and regulatory agreements with the City prior to receiving any funds. These agreements are designed to bind the recipients to all of the program requirements, including the affirmative fair marketing procedures. Developers receiving federal funds are required to create units that are accessible to people with disabilities. At least five percent of the new units must be accessible to people with mobility impairments and at least two percent must be accessible to people with hearing or vision impairments.

In addition to Federal laws requiring units for people with physical disabilities, Fair Housing laws require owners to make reasonable accommodations or modifications for people with all types of disabilities. In doing so, recipients are required to make and pay for structural modifications to dwelling units and common areas when needed as a reasonable accommodation for tenants or applicants with disabilities. In such cases where providing a requested accommodation would result in an undue financial and administrative burden, developers are required to take any other action that would not result in an undue burden.

Recipients must submit proposed marketing and management plans on the form HUD-935.2(a) for multifamily projects or 935.2(b) for single-family projects, along with supporting documentation to the City for review and approval. Prior to commencing marketing activities, owners will be required to meet with City staff to review the proposed marketing strategy to ensure that affirmative marketing efforts will be employed.

Management plans must include policies for ensuring reasonable accommodation for persons with disabilities. Management plans must also contain policies and provisions for recordkeeping and monitoring.

Marketing plans must include information on strategies for reaching persons and groups not likely to apply including, but not limited to, households with a disabled member. Marketing plans must also include procedures for ensuring that accessible units are occupied by people with disabilities who require accessible features, as described below.

Marketing plans must include the use of the fair housing logotype and/or slogan, and use of a logotype and/or slogan and fair housing posters must be displayed at the project rental or sales office. Owners are required to advertise in newspapers of general circulation, and to provide notice to community groups when units become available.

Marketing strategies must include use of a welcoming statement to encourage people with disabilities to apply for units, as well as a description of available units, accessible features, eligibility criteria, and the application process.

Marketing plans must indicate that qualified applicants with disabilities who request accommodations shall receive priority for the accessible units. Open houses and marketing offices must be accessible to allow disabled persons to visit the site and retrieve information about accessible units.

PROCEDURES FOR OUTREACH TO PERSONS LEAST LIKELY TO APPLY

Owners are required to engage in special outreach to persons and groups in the housing market area who, in the absence of such outreach are not likely to apply for the housing. In determining what special outreach is needed, Owners should take into account past patterns of discrimination, the racial and ethnic makeup of the neighborhood, language barriers, location, or other factors that might make it less likely that some persons and groups (a) would be aware of the availability of the housing or (b) would be likely to apply for the housing.

In particular, owners are required to advertise in media, which are reasonably likely to reach such targeted groups, and to provide notice to community organizations, fair housing agencies, and other similar organizations. A list of local disability organizations and community development boards will be provided by DHCS upon request. Multilingual advertising is encouraged where such efforts would result in reaching persons and groups not likely to apply.

SPECIFIC PROCEDURES FOR ENSURING THAT ACCESSIBLE UNITS ARE OCCUPIED BY PEOPLE WITH DISABILITIES WHO REQUIRE ACCESSIBLE FEATURES

Outreach by owners to the community shall include the distribution of notices describing:

- ◆ the availability of all units;
- ◆ specific information regarding the availability and features of accessible units;
- ◆ eligibility criteria; and
- ◆ application procedures.

All application forms shall include information indicating that people with disabilities requiring accessible features shall receive priority for accessible units. The application must include a section to be filled out by any applicant requesting an accommodation with details on the

applicant's special needs for accessible features or other accommodations. Under no circumstance should an applicant be required to disclose a disability unless requesting an accommodation. This will allow developers to provide, upfront, any necessary accessible features and/or accommodations for those people requesting accommodations.

Owners shall take reasonable nondiscriminatory steps to maximize the utilization of accessible units by eligible individuals whose disability requires the accessibility features of the particular unit. To this end, any vacant, accessible unit should first be offered to a current, disabled tenant of the same project or comparable project under the owner's control.

The disabled occupant must require the features in the vacant unit and must be occupying a unit not having such features. If no such occupant exists, the developer shall then offer the unit to a qualified applicant on the waiting list who has a disability requiring the accessibility features of the unit.

Furthermore, when offering an accessible unit to applicants without disabilities, the owner may require such applicants to agree to move to a non-accessible unit when one becomes available or when the accessible unit is needed by a disabled household. Such an agreement may be incorporated into the lease.

Note: An owner may not prohibit an eligible family with a member who has a disability from accepting a non-accessible unit, which may become available before an accessible unit. Owners are required to modify such a non-accessible unit as needed or move a disabled household into a unit that can be altered, unless the modifications would result in an undue financial and administrative burden or alteration in the nature of a program. All applicants should be provided information about how to request a reasonable accommodation at the time they apply for admission and at every recertification.

RECORDKEEPING AND MONITORING

Owners must maintain records for at least five years regarding marketing and tenant selection practices. Upon request, Owners are required to submit to the City copies of all advertisements indicating the date the advertisements were placed and the media outlets which were used.

Owners must also provide copies of notices sent to community groups and a listing of those groups to which notices were sent. Owners must maintain records regarding the characteristics of persons applying for vacant units, and the characteristics (including race and familial status) of persons actually selected for the units. Owners' records must also include the number, location, and description of accessible units, and success in filling such units with people who need accessible features or other accommodations. In addition, Owners should document any reasonable accommodations made to, or requested by, tenants during the reporting year.

As part of the City's monitoring of assisted housing developments, the City will review the Owners' records to verify that each qualified household living in an accessible unit has at least one household member who needs the accessible features of the unit.

The duration of monitoring of Affirmative Fair Housing Marketing (AFHM) Requirements varies with each housing program. For homeownership programs, AFHM requirements apply through the completion of initial sales transactions on units covered by the approved AFHM plan. For assisted rental housing, AFHM requirements apply throughout the term of the loan and regulatory agreements, including those periods when the project does not maintain sustaining occupancy.

ANNUAL SURVEY AND CERTIFICATION

Housing providers should complete an annual survey and certification regarding its AFHMP and submit it to the City. The Annual Survey and Certification must respond to all of the following:

1. A current Affirmative Fair Housing Marketing Plan (AFHMP) (Form HUD-935.2A) is required of all City-assisted housing projects.
 - a. What is the date of the current AFHMP on file?
2. Does your site office / web site have the Equal Opportunity logo and statement posted?
3. How many units are currently vacant or have given notice to vacate?
4. How are vacant units advertised?
5. In the last year, have any applicants for units been rejected?
 - a. If yes, please provide reasons for rejection.
 - b. Did any rejected applicants have Housing Choice Vouchers (Section 8) or other rental subsidy sources of income?
6. In the last year, have any residents been evicted?
 - a. If yes, provide list of evicted households including building and unit number and reasons for eviction.

Project Name:

Project Address:

Owner Name:

Owner Address:

Signature of Owner or its Agent / Representative:

Date:

Printed name and Title:

ASSESSMENT OF SUCCESS AND CORRECTIVE ACTIONS

The City will review records maintained by owners to ensure that Affirmative Fair Housing Marketing requirements are being met. Where the characteristics of applicants are significantly different from the make-up of the City's population (i.e., in cases where specific groups are over-represented or under-represented), the City will examine in more detail the owner's actions to determine if a violation of the requirements has occurred.

The City employs a variety of corrective actions. Initially, owners who have not fully complied with the requirements are directed to engage in targeted marketing efforts to reach groups not initially reached. In cases where owners refuse to comply with the affirmative fair marketing procedures, the City may take additional actions to secure performance under the loan agreement, including declaring the loan in default and recapturing the funds.

**EXHIBIT H
PREVAILING WAGE SCALE**

"General Decision Number: CO20230027 08/25/2023

Superseded General Decision Number: CO20220027

State: Colorado

Construction Type: Building

County: Pueblo County in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:		Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.	
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:		Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all	

	hours spent performing on	
	that contract in 2023.	

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date

0	01/06/2023
1	02/24/2023
2	04/07/2023
3	05/12/2023
4	06/02/2023
5	07/07/2023
6	07/14/2023
7	08/04/2023
8	08/25/2023

ASBE0028-002 03/01/2022

Rates Fringes

ASBESTOS WORKER/HEAT & FROST
INSULATOR - MECHANICAL (Duct,
Pipe & Mechanical System
Insulation).....\$ 32.98 15.47

ELEC0012-005 06/01/2023

Rates Fringes

ELECTRICIAN.....\$ 30.40 14.41

ENGI0009-017 05/01/2023

Rates Fringes

POWER EQUIPMENT OPERATOR
(Crane)
141 tons and over.....\$ 38.63 14.25

50 tons and under.....	\$ 34.77	14.25
51 to 90 tons.....	\$ 35.07	14.25
91 to 140 tons.....	\$ 36.27	14.25

IRON0024-009 05/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 35.24	12.50

IRON0024-010 05/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 35.24	12.50

PAIN0079-009 08/01/2022

	Rates	Fringes
PAINTER (Spray).....	\$ 25.11	10.95

* PLAS0577-002 05/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.62	13.50

PLUM0058-005 07/01/2023

	Rates	Fringes
PIPEFITTER, Excludes HVAC Duct and Pipe Installation.....	\$ 39.40	16.83

PLUM0058-006 07/01/2023

	Rates	Fringes
PLUMBER (Excludes HVAC Duct and Pipe Installation).....	\$ 39.40	16.83

SHEE0009-008 07/01/2023

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct and Pipe Installation).....	\$ 38.47	20.83

* SUCO2013-013 07/31/2015

	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00
CARPENTER.....	\$ 20.64	0.00
LABORER: Common or General.....	\$ 13.67 **	1.36
LABORER: Mason Tender - Brick...	\$ 15.99 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 16.00 **	0.00
LABORER: Pipelayer.....	\$ 16.96	3.68
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.26	8.62
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 18.58	2.42
OPERATOR: Grader/Blade.....	\$ 21.50	0.00
PAINTER (Brush and Roller).....	\$ 17.20	0.00
ROOFER.....	\$ 16.71	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.34	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing

this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination

- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISIO"



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: September 25, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Marisa Stoller, City Clerk

SUBJECT: A RESOLUTION ADOPTING A FEE SCHEDULE FOR LIQUOR AND BEER LICENSE APPLICATIONS AND PERMITS AND REPEALING RESOLUTION 13529

SUMMARY:

Attached for consideration is a modification to the liquor and beer license application and permit fees updating the statutes, updating the art gallery permit to a retail establishment permit, establishing a local application fee for a modification of premise, and establishing a license reissue fee consistent with the State of Colorado allowance for local fees.

PREVIOUS COUNCIL ACTION:

On January 14, 2008, Council adopted Resolution No. 11198 which established an increased fee schedule for the processing of certain liquor and beer license applications pursuant to Senate Bill 97-149 and C.R.S. §12-47-505 (now §44-3-505). These changes were intended to memorialize the actual costs incurred by a municipality to process liquor and beer license applications as determined by the Legislative Task Force created by the Colorado Municipal Clerk's Association and the Colorado Municipal League.

On March 23, 2015, Council adopted resolution No. 13202, which established a fee for art gallery permits, a newly enacted law, and restated all other fees from Resolution No. 11198.

On September 26, 2016, Council adopted Resolution No. 13529, which established fees for liquor-licensed drugstores and manager registration for lodging and entertainment licenses pursuant to C.R.S. §12-47-408 (1)(b) (now §44-3-410 (1)(b)). This resolution restated all the liquor and beer license fees previously adopted.

BACKGROUND:

This June House Bill 23-1061 was adopted amending C.R.S. §44-3-424 making certain changes to what was known as an art gallery permit. Among the changes, it allows for

retail establishments meeting specific qualifications, including art galleries, to obtain a license to serve complimentary alcohol. This expansion of the art gallery permit is called a retail establishment permit. This bill also amended C.R.S.§44-3-505 allowing municipalities to collect local licensing fees for retail establishment permits.

House Bill 18-1025 moved the laws relating to alcohol beverages from Title 12 of the Colorado Revised Statutes to Title 44. Resolution No. 13529 still reflected the Title 12 statutes and needed to be updated to the newer statute numbers in Title 44. It also updates the amount due for manager registration with respect to tavern, lodging and entertainment, and hotel and restaurant liquor licenses.

The proposed Resolution restates all the fees for liquor and beer licenses that were not mentioned above which are currently assessed. It is necessary to include these fees because local businesses or individuals may desire to apply for these licenses. The establishment of a fee for them will ensure that the City is compensated for the expenses associated with processing the same.

Historically manager applications have required fingerprinting; this process has been streamlined and no longer requires fingerprints or as many resources to process. The proposed changes reduce those fees accordingly. Fingerprinting for investors is not required for publicly traded companies; simplified language was included in paragraph j to reflect that situation.

The repealed Resolution did not include fees for modification of premise pursuant to C.R.S. §44-3-301, which does require resources to process; that fee has been added. Requests for modifications of premise rose during COVID when they were used to allow additional outdoor space for events and the added fee reflects the additional staff time necessary to process these increased applications.

Language for late renewals previously only included up to 90 days after the license had lapsed. Language was added for after ninety days but less than one-hundred and eighty days after license has expired, making it consistent with the State of Colorado reissuance fees. The submission of late license renewals requires additional resources from City and the reissuance fees encourage licensees to remain current.

FINANCIAL IMPLICATIONS:

City incurs costs with respect to the processing of liquor and beer license applications, including, but not limited to, salary, benefits, and office supplies. The proposed application fees will cover the actual costs incurred by City for processing liquor and beer license applications.

BOARD/COMMISSION RECOMMENDATION:

The Liquor and Beer Licensing Board recommends adoption of the Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

If City Council does not approve this Resolution, the City Clerk's Office would not be authorized to charge an application fee for a retail establishment permit. Additionally, not enacting this could cause confusion between the prior laws and licenses including the art gallery permit which now no longer exists under state licensing, and the older Title 12 laws compared to the current Title 44 laws. This alternative is not recommended.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. RESOLUTION - Fee Schedule

RESOLUTION NO. 15381

A RESOLUTION ADOPTING A FEE SCHEDULE FOR LIQUOR
AND BEER LICENSE APPLICATIONS AND PERMITS AND
REPEALING RESOLUTION 13529

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

SECTION 1.

Local fees chargeable for liquor and fermented malt beverage license applications and permits are adopted as herein set forth.

- (a) For a new license, the application fee shall be one thousand dollars (\$1,000.00).
- (b) For a transfer of location or ownership, the application fee shall be seven hundred and fifty dollars (\$750.00).
- (c) For an additional liquor-licensed drugstore license, which involves transfer of ownership, change of location, and license merger and conversion pursuant to [§12-47-408(1)(b)] **§44-3-410(1)(b)** C.R.S., the application fee shall be one thousand dollars (\$1,000.00).
- (d) For a timely renewal application, [i.e.] an application filed on or prior to the expiration date of the existing license, the application fee shall be one hundred dollars (\$100.00).
- (e) For a late renewal application: [i.e.] **for** an application received after **the expiration date of the existing license** but not more than ninety (90) days from and including the expiration date [of the existing license] the application fee shall be five hundred dollars (\$500.00)[.], **for a late renewal application that is more than ninety (90) but not more than one hundred and eighty (180) days after the expiration date of the existing license the reissue fine shall be an additional twenty-five dollars (\$25.00) accruing each day past the ninety (90) days in addition a reissue fee of five hundred dollars (\$500.00). A license must be in good standing and current for a transfer of the license to be**

approved.

- (f) For a temporary permit application under [§12-47-303] **§44-3-303**, C.R.S., the application fee shall be one hundred dollars (\$100.00).
- (g) For a manager registration with respect to a hotel and restaurant liquor license under [§12-47-411] **§44-3-413**, C.R.S., the registration fee shall be [seventy-five dollars (\$75.00)] **twenty-five dollars (\$25.00)**.
- (h) For a manager registration with respect to a tavern liquor license under [12-47-412] **§44-3-414**, C.R.S., the registration fee shall be [seventy-five dollars (\$75.00)] **twenty-five dollars (\$25.00)**.
- (i) For a manager registration with respect to a lodging and entertainment license under [§12-47-426] **§44-3-428**, C.R.S., the registration fee shall be [seventy-five dollars (\$75.00)] **twenty-five dollars (\$25.00)**.
- (j) For qualification of officers, directors, stockholders, member or managers of a corporation or limited liability company applicants, a fee of one hundred dollars (\$100.00) for fingerprint analysis, **when required**, and background investigation shall be paid unless the applicant has already undergone a background investigation by and paid a fee to the state licensing authority.
- (k) For a new license or renewal application for a[n art gallery] **retail establishment permit** under [§12-47-22] **§44-3-424**, C.R.S., the application fee shall be one hundred dollars (\$100.00).
- (l) **For a modification of premise, the application fee shall be seventy-five dollars (\$75.00). §44-3-301, C.R.S.**

SECTION 2.

Resolution No. 13529 is hereby repealed.

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 final passage and approval.

INTRODUCED September 25, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

RESOLUTION NO. _____
A RESOLUTION ADOPTING A FEE SCHEDULE FOR LIQUOR
AND BEER LICENSE APPLICATIONS AND PERMITS AND
REPEALING RESOLUTION 13529

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

SECTION 1.

Local fees chargeable for liquor and fermented malt beverage license applications and permits are adopted as herein set forth.

- (a) For a new license, the application fee shall be one thousand dollars (\$1,000.00).
- (b) For a transfer of location or ownership, the application fee shall be seven hundred and fifty dollars (\$750.00).
- (c) For an additional liquor-licensed drugstore license, which involves transfer of ownership, change of location, and license merger and conversion pursuant to [§12-47-408(1)(b)] **§44-3-410(1)(b)** C.R.S., the application fee shall be one thousand dollars (\$1,000.00).
- (d) For a timely renewal application, [i.e.] an application filed on or prior to the expiration date of the existing license, the application fee shall be one hundred dollars (\$100.00).
- (e) For a late renewal application: [i.e.] **for** an application received after **the expiration date of the existing license** but not more than ninety (90) days from and including the expiration date [of the existing license] the application fee shall be five hundred dollars (\$500.00)[.], **for a late renewal application that is more than ninety (90) but not more than one hundred and eighty (180) days after the expiration date of the existing license the reissue fine shall be an additional twenty-five dollars (\$25.00) accruing each day past the ninety (90) days in addition a reissue fee of five hundred dollars (\$500.00). A license must be in good standing and current for a transfer of the license to be approved.**

- (f) For a temporary permit application under [§12-47-303] **§44-3-303**, C.R.S., the application fee shall be one hundred dollars (\$100.00).
- (g) For a manager registration with respect to a hotel and restaurant liquor license under [§12-47-411] **§44-3-413**, C.R.S., the registration fee shall be [seventy-five dollars (\$75.00)] **twenty-five dollars (\$25.00)**.
- (h) For a manager registration with respect to a tavern liquor license under [12-47-412] **§44-3-414**, C.R.S., the registration fee shall be [seventy-five dollars (\$75.00)] **twenty-five dollars (\$25.00)**.
- (i) For a manager registration with respect to a lodging and entertainment license under [§12-47-426] **§44-3-428**, C.R.S., the registration fee shall be [seventy-five dollars (\$75.00)] **twenty-five dollars (\$25.00)**.
- (j) For qualification of officers, directors, stockholders, member or managers of a corporation or limited liability company applicants, a fee of one hundred dollars (\$100.00) for fingerprint analysis, **when required**, and background investigation shall be paid unless the applicant has already undergone a background investigation by and paid a fee to the state licensing authority.
- (k) For a new license or renewal application for a[n art gallery] **retail establishment permit** under [§12-47-22] **§44-3-424**, C.R.S., the application fee shall be one hundred dollars (\$100.00).
- (l) **For a modification of premise, the application fee shall be seventy-five dollars (\$75.00). §44-3-301, C.R.S.**

SECTION 2.

Resolution No. 13529 is hereby repealed.

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 final passage and approval.

INTRODUCED _____

BY: _____
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: September 25, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Regina Maestri, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO SPARK THE CHANGE COLORADO IN THE AMOUNT OF \$2,000 TO SPONSOR A SUICIDE MEMORY WALK ON SEPTEMBER 30, 2023 AT LAKE MINNEQUA VETERAN'S MEMORIAL PARK

SUMMARY:

Attached for consideration is a request for support of a Suicide Memory Walk at Lake Minnequa Veteran's Memorial Park on September 30, 2023 put on by the Mental Wellness Task Force of Southern Colorado, a branch of Spark the Change Colorado, in the amount of \$2,000.

PREVIOUS COUNCIL ACTION:

No previous Council action

BACKGROUND:

City Council Member Regina Maestri is requesting \$2,000 to support a Suicide Memory Walk at Lake Minnequa Veteran's Memorial Park on September 30, 2023 put on by the Mental Wellness Task Force of Southern Colorado, a branch of Spark the Change Colorado. The event is free to the public and participants are encouraged to get sponsors to support their walk. Funds raised will support the Mental Wellness Task Force of Southern Colorado focusing on mental health and suicide prevention awareness.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$2,000 would be paid from the Council Contingencies Account in the 2023 General Fund Budget to the Spark the Change Colorado.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution

STAKEHOLDER PROCESS:

Not applicable to this Resolution

ALTERNATIVES:

City Council could choose not to authorize funding for this association.

RECOMMENDATION:

This Resolution is at the request of Council Member Regina Maestri.

ATTACHMENTS:

1. 09-25-23 Suicide Memory Walk Packet

RESOLUTION NO. 15382

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO SPARK THE CHANGE COLORADO IN THE AMOUNT OF \$2,000 TO SPONSOR A SUICIDE MEMORY WALK ON SEPTEMBER 30, 2023 AT LAKE MINNEQUA VETERAN'S MEMORIAL PARK

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$2,000 from the Council Contingencies Account in the 2023 General Fund Budget is authorized to be paid to Spark the Change Colorado to sponsor a Suicide Memory Walk on September 30, 2023 at Lake Minnequa Veteran's Memorial Park.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: September 25, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

S U I C I D E MEMORY W A L K

SATURDAY, SEPTEMBER 30, 2023

9:00 AM-12:00 PM

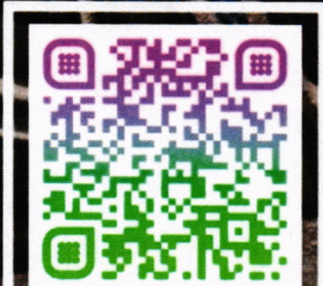
FREE REGISTRATION

LAKE MINNEQUA VETERAN'S MEMORIAL PARK

3005 LAKESHORE AVE PUEBLO, CO 81004

MEET US AT THE BASKETBALL PAVILION!

REGISTER TO WALK



SPONSOR A WALKER





MENTAL WELLNESS
TASK FORCE OF SOUTHERN COLORADO

spark the change
COLORADO

Dear Mayor Gradisar and City Council Members,

Spark the Change Colorado, a 501(c)3 Nonprofit Organization is **requesting sponsorship from the City of Pueblo in the amount of \$2,000 for the Suicide Memory Walk on September 30, 2023 at 9AM at Lake Minnequa Veteran's Memorial Park.**

Furthermore, we encourage all City representatives to come out to the event to support families who have lost a loved one to suicide. The event is free for walkers to register, and participants are encouraged to get sponsors to support their walk.

Funds raised for this event will go to the Mental Wellness Task Force of Southern Colorado, a program of Spark the Change Colorado and will be designated for mental health and suicide prevention awareness.

The Mental Wellness Task Force of Southern Colorado aims to build a network of individuals and organizations and to build a toolbox of mental health resources through collaboration, education, connections, and action. This task force originated through a community meeting hosted by a mother who lost her son to suicide and the need to learn more about mental health resources in the Pueblo Community. The desire to form a task force to reduce silos in the community among mental health.

I've included a letter from a grieving mother who recently lost her son to suicide last year. We hope you will consider sponsoring the Suicide Memory Walk this year and help us bring awareness to the Pueblo Community.

Hugs,

Dena Rodriguez-Leach

Committee Chair, Mental Wellness Task Force of Southern Colorado

Spark the Change Colorado

635 W. Corona Ave #214 Pueblo, CO 81004

Agency Representatives

Dena Rodriguez-Leach
Committee Chair
Spark the Change
Colorado

Courtney Sledge
National Alliance on
Mental Illness Southeast
Colorado

Ryan Yanke
ACES School of Creative
eXpression

Tonya Johnson
Spark the Change
Colorado

Orlando Rodriguez
Servicios de La Raza

Sage Orion
Friendly Harbor

Nanci Gonzales
Suicide Prevention
Coalition of Pueblo County

Community Members

Genevieve Gonzales
Cheyenne Romer
Michelle Anderson
Zenovia Weaver



Scan the
Code to
Register for
the Walk

To whom it may concern,

My name is Genevieve Gonzales

My husband, Rodney Gonzales and I were both born and raised here in Pueblo. We have raised two beautiful children here in this community. We, unfortunately have been affected by the epidemic of suicide that our community is facing. I say epidemic because according to the coroner's annual report in 2021 our community had 52 deaths by suicide, with 11 of them being between the ages of 18-29. That is one a week!!! Our young people are struggling.

Our son Jacob Gonzales took his own life on November 16th 2022 he was just 20 years old. This sudden and tragic act has completely rocked our entire world. Our lives have been forever changed. There is no pain like that of the loss of a child. We have met several other families who have lost a loved one to suicide and it is absolutely gut-wrenching to hear their stories. Not only to witness their pain and loss but to know firsthand the devastation of such loss and grief.

Since Jacob's passing, I have joined Spark the Change of Colorado on the Mental Wellness Task Force to get involved in hopes of having a part in saving even one life from being taken way too soon. I am a certified health and life coach by trade and am self-employed, but since Jacob's passing, I have felt God calling me to help others who have experienced a loss to suicide. I have led a women's peer support group at my church for the last year and a half and know firsthand how important and effective support groups are in helping us navigate life's trials.

The grief of suicide can be very different, there is a lot of guilt for those who are left with this enormous hole in their lives we tend to blame ourselves for not seeing it coming or not knowing our loved one was feeling so hopeless. The support group can be very beneficial in understanding the grief process and create a safe space for us to learn to express our grief in healthy ways as opposed to self-destructive ways. This is the path some people take, which can lead to further strain on the family unit as well as the community as a whole.

This brings me to the purpose of my letter to you all today. I have attended a training that the Suicide Prevention Coalition of Pueblo sponsored and Spark the Change Colorado Mental Wellness Task Force to be able to facilitate grief support

groups specifically for suicide loss in our community. This postvention is very much needed to promote healing and mitigate the negative effects of suicide loss. September is Suicide awareness and prevention month.

We are hosting a Suicide Memorial Walk to honor our lost loved ones on September 30th from 9am to 1pm at Lake Minnequa Veterans Memorial Park. We have invited local community organizations to participate with a table at the event to inform the community about the resources they can provide. We hope to encourage anyone who is struggling with thoughts of suicide to reach out for help. We would greatly appreciate it if the City of Pueblo would consider a monetary donation in the amount of \$2000.00 that would help us to provide effective community outreach and awareness for the cause of mental health and suicide prevention awareness in the Pueblo Community.

Thank you in advance for taking the time to consider our cause.

Sincerely,
Genevieve Gonzales



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: September 25, 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. 10552

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 September 11, 2023.

Final adoption of Ordinance by City Council on September 25, 2023.



President of City Council

Action by the Mayor:

☒ Approved on September 27, 2023.

☐ Disapproved on _____ based on the following objections:


Mayor

Action by City Council After Disapproval by the Mayor:

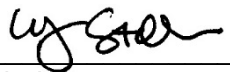
☐ Council did not act to override the Mayor's veto.

☐ 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

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 3RD, 2023

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

Authorized MOVE IN period: 1:00 PM – 7:00 PM MONDAY, OCTOBER 2ND, 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.

USER/Contractor: <u>City of Pueblo, a Colorado municipal corporation</u> 301 W B St. Pueblo, CO 81003 719-553-2633 _____ Signature of Authorized Officer* _____ Printed Name & Title of Authorized Officer _____ Date 84-6000615 Social Security Number or FEIN	State of Colorado: Colorado State Fair Authority 1001 Beulah Ave. Pueblo, CO 81004 719.561.8484 _____ Scott Stoller, General Manager _____ 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 25, 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 September 11, 2023.

Final adoption of Ordinance by City Council on September 25, 2023.

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 25, 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. 10553

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 September 11, 2023.

Final adoption of Ordinance by City Council on September 25, 2023.



President of City Council

Action by the Mayor:

- ☐ Approved on _____.
- ☐ Disapproved on _____ based on the following objections:

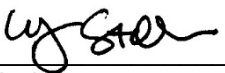
Mayor

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.

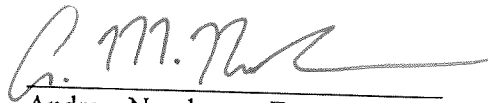
4. Construction.

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
Ordinance**

COUNCIL MEETING DATE: September 25, 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. 10554

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 September 11, 2023.

Final adoption of Ordinance by City Council on September 25, 2023.



President of City Council

Action by the Mayor:

☒ Approved on September 27, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

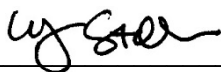
☐ Council did not act to override the Mayor's veto.

☐ 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

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 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 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 25, 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. 10555

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 September 11, 2023.

Final adoption of Ordinance by City Council on September 25, 2023.



President of City Council

Action by the Mayor:

☒ Approved on September 27, 2023.

☐ Disapproved on _____ based on the following objections:


Mayor

Action by City Council After Disapproval by the Mayor:

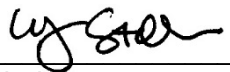
☐ Council did not act to override the Mayor's veto.

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

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

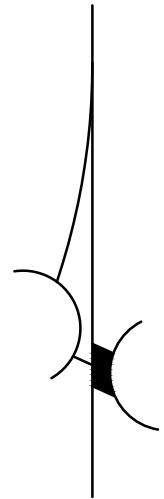
President of City Council

ATTEST

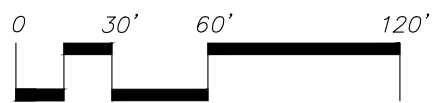

City Clerk

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 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.

2. PROPOSED NEW CITY LIMITS LINE:

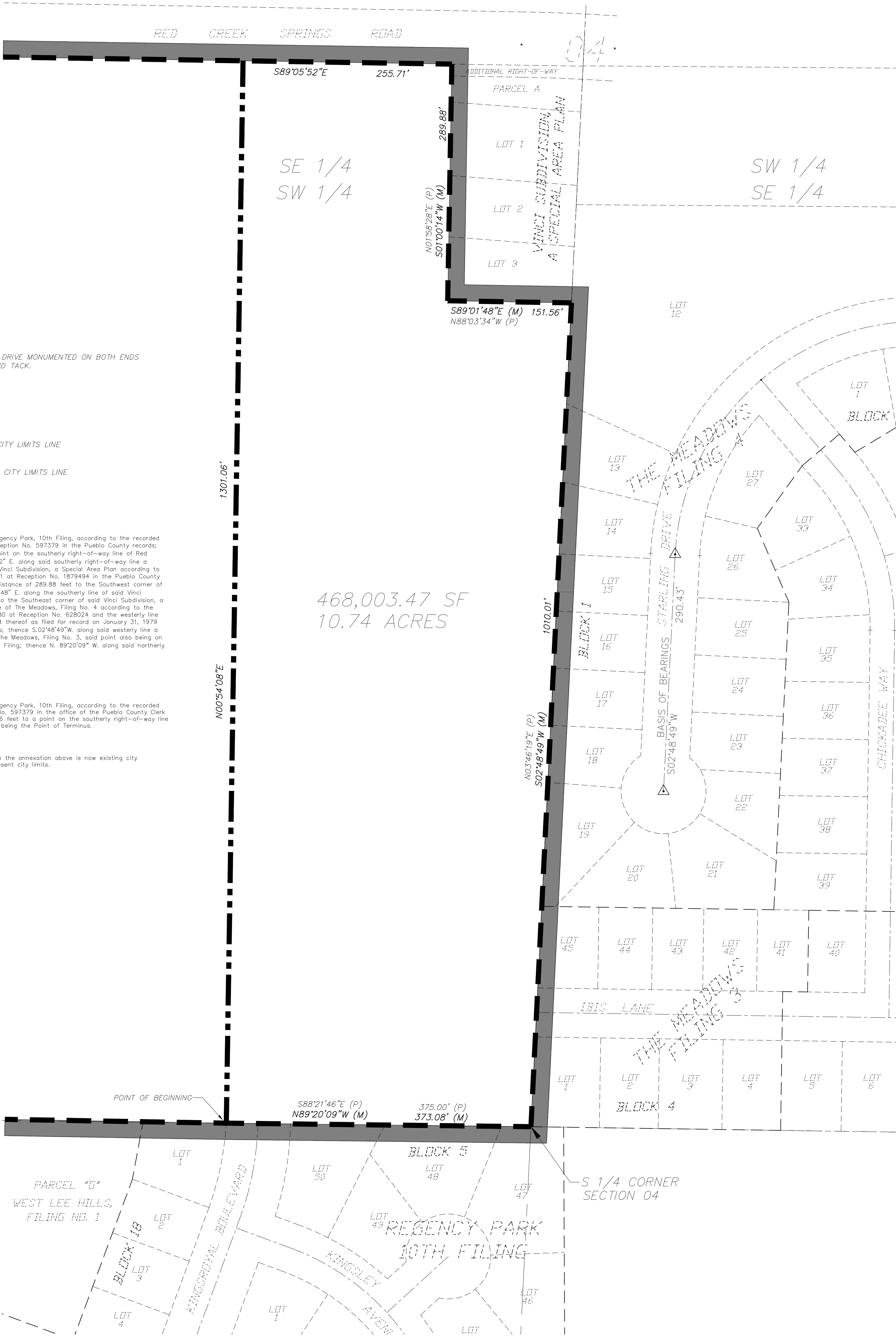
Beginning at the Northeast corner of Lot 1, Block 18 of Regency Park, 10th Filing, according to the recorded plat as filed for record on January 31, 1979 at Reception No. 597379 in the office of the Pueblo County Clerk and Recorder; thence N. 00°54'08" E., a distance of 1,301.06 feet to a point on the 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



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

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. 4th St.
Pueblo, CO 81001
- (d) copies to: Michael Cuppy
NorthStar Engineering and Surveying
111 E. 5th 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

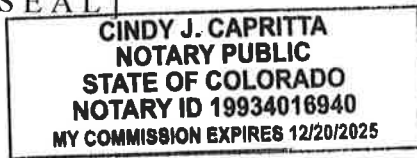
STATE OF Colorado)
) ss
COUNTY OF Pueblo)

The foregoing instrument was acknowledged before me this 30th 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.

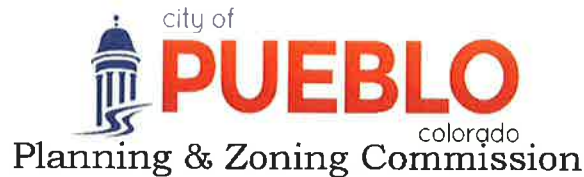
EXHIBIT C-1



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, 10th 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



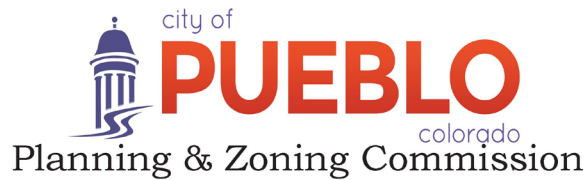
Scott Hobson
Executive Secretary

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, 10th 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, 10th 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	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

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.

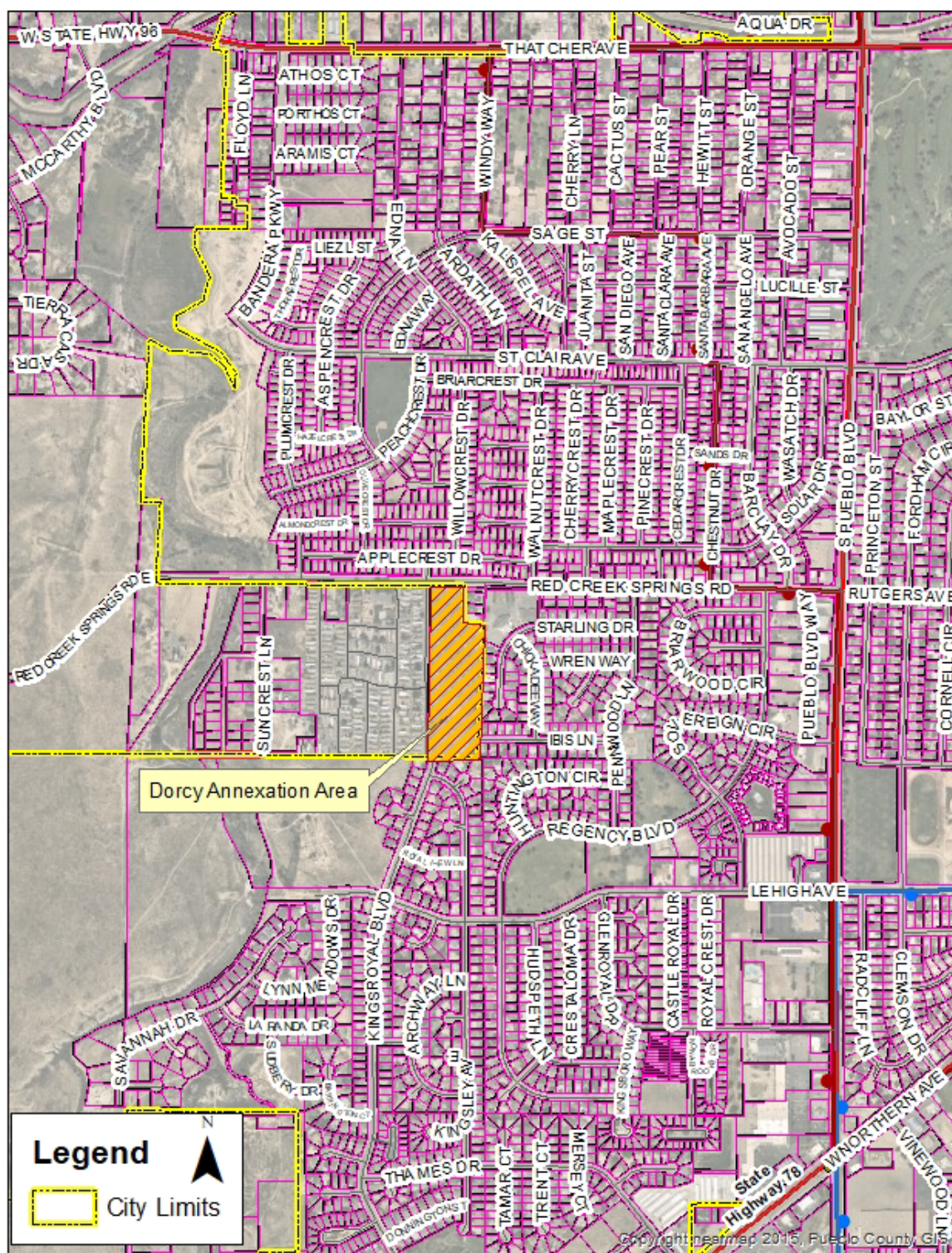
CONCLUSION

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

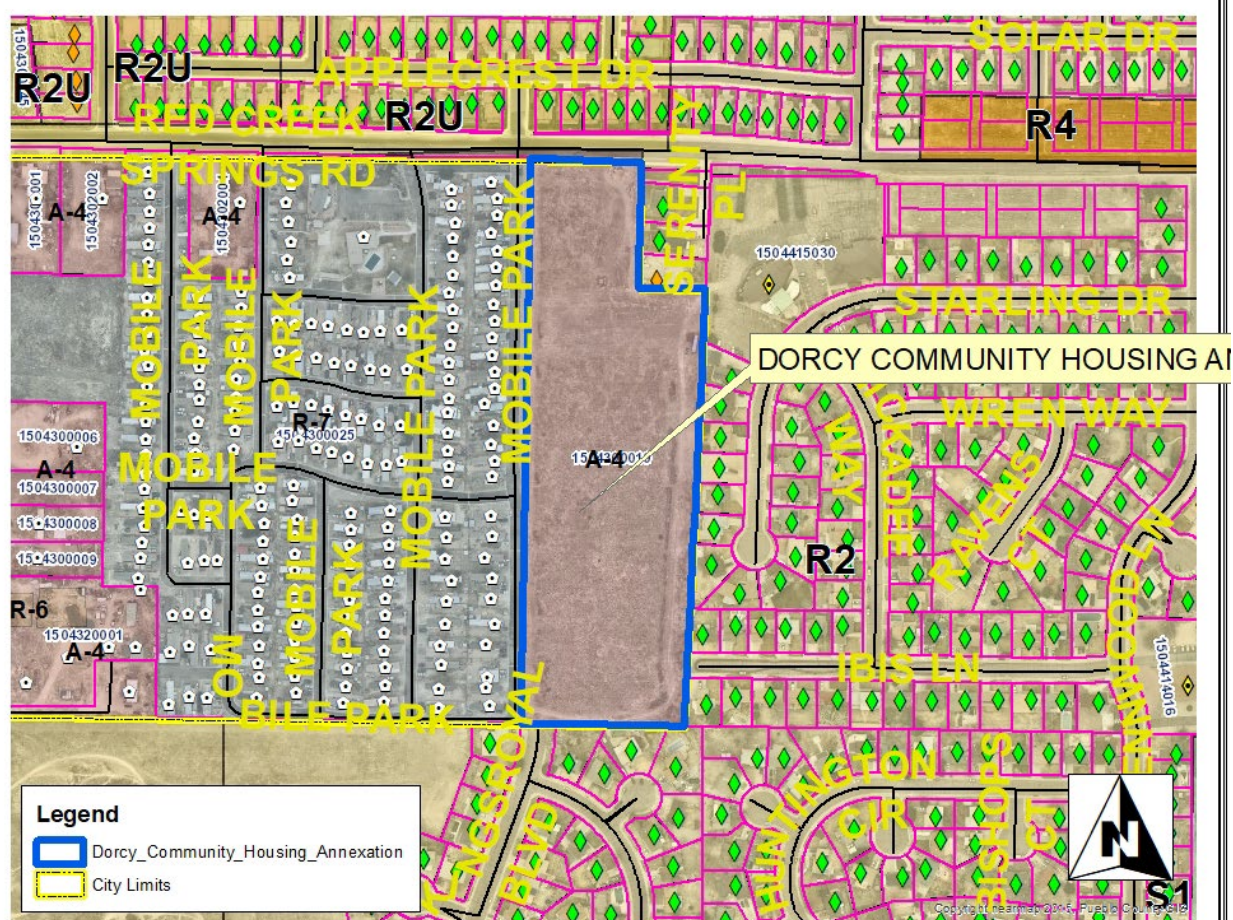
- A. Aerial Photograph
- B. Zoning Map
- D. Comprehensive Future Land Use Map
- E. Site Photographs
- F. Annexation Plat
- G. Impact Report
- H. Annexation Agreement

CITY OF PUEBLO
PLANNING AND COMMUNITY DEVELOPMENT



Aerial Photograph of Annexation Site

CITY OF PUEBLO
PLANNING AND COMMUNITY DEVELOPMENT



Zoning Map Pueblo Springs Apartments Annexation





LOCATION:	Dorcy annexation site looking south from Red Creek Springs Road.
------------------	---

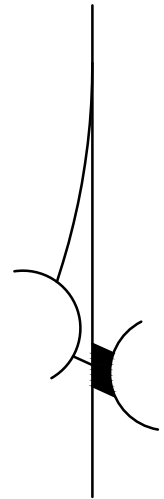


LOCATION:

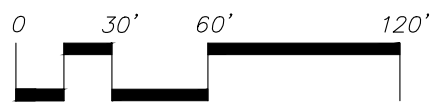
Dorcy annexation site looking southwest from Red Creek Springs Rd.

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:

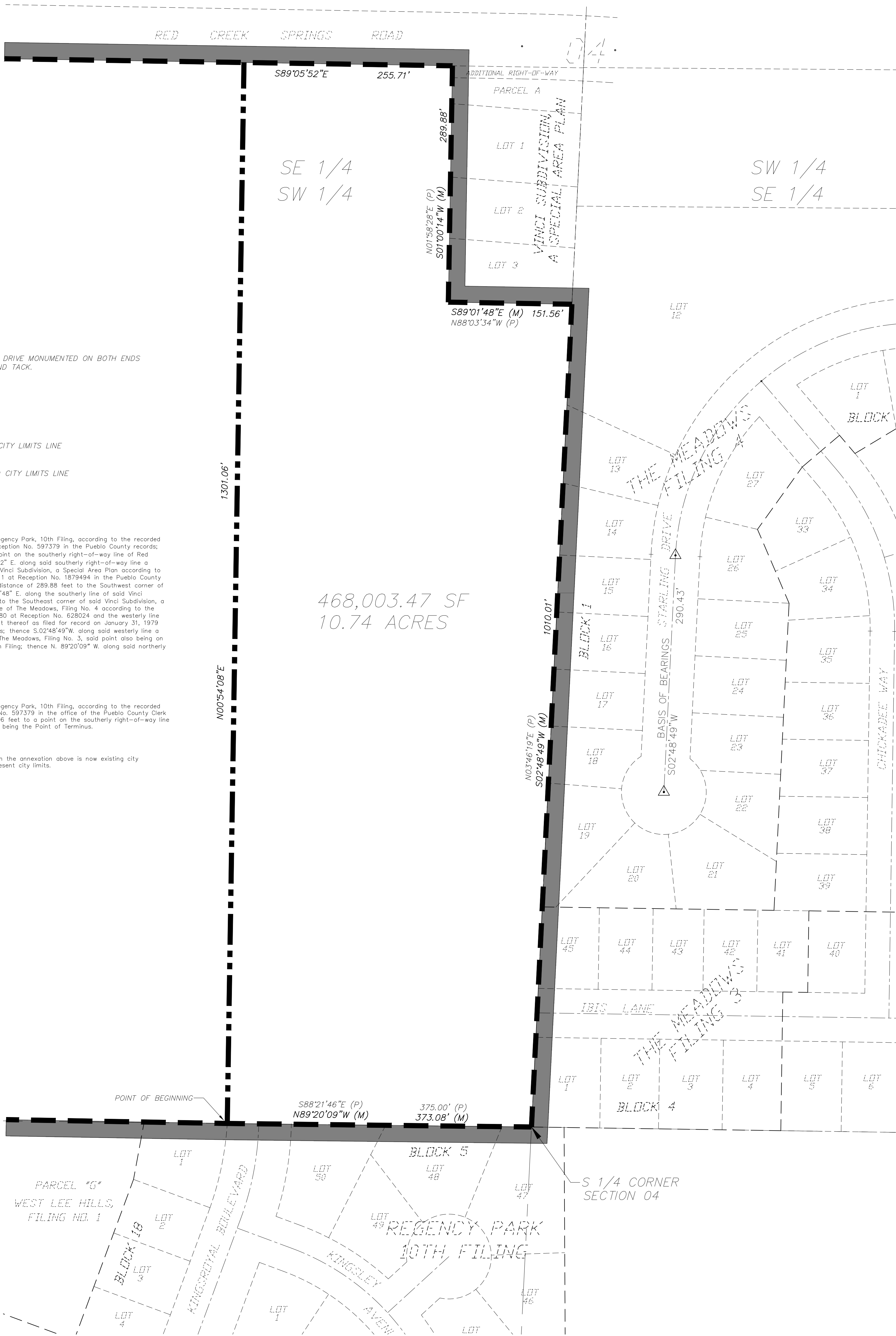
Beginning at the Northeast corner of Lot 1, Block 18 of Regency Park, 10th Filing, according to the recorded plat as filed for record on January 31, 1979 at Reception No. 597379 in the office of the Pueblo County Clerk and Recorder; thence N. 00°54'08" E., a distance of 1,301.06 feet to a point on the 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



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

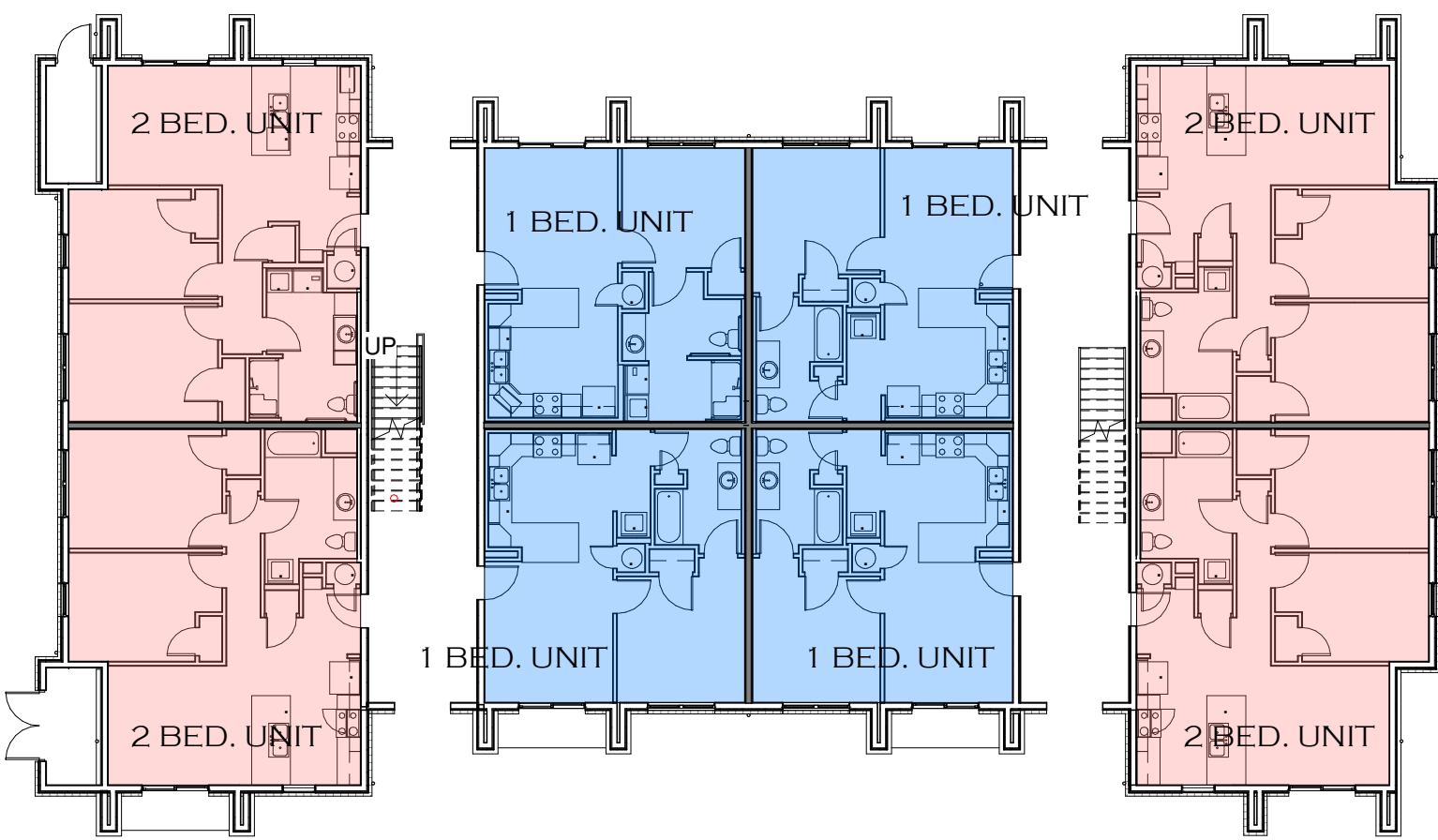
(5) TYPE A BUILDING (APARTMENTS)
20, 910 GROSS SQ. FT.

12-1 BEDROOMS
12-2 BEDROOMS

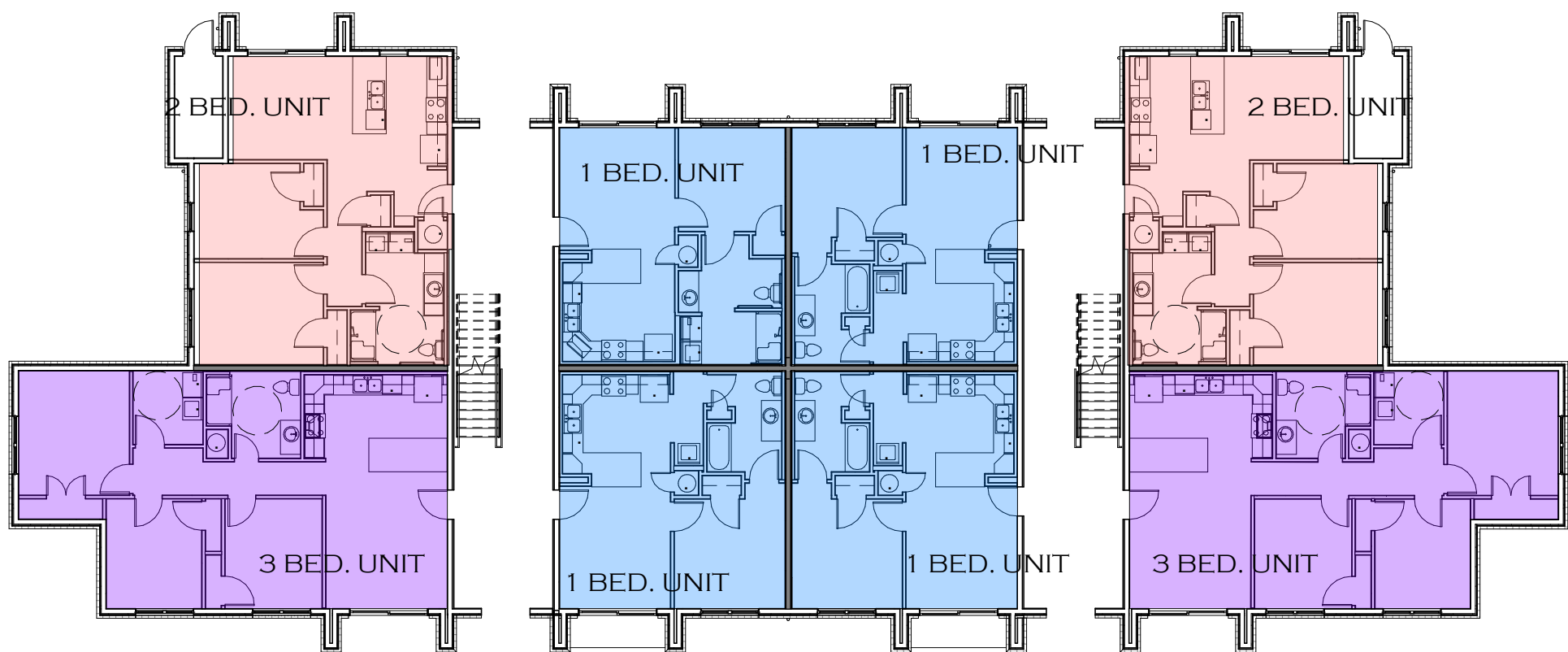
(3) TYPE B BUILDING (APARTMENTS)
21,708 GROSS SQ. FT.
12-1 BEDROOM
6-2 BEDROOMS
6-3 BEDROOMS

CLUBHOUSE-3,200 GROSS SQ. FT.

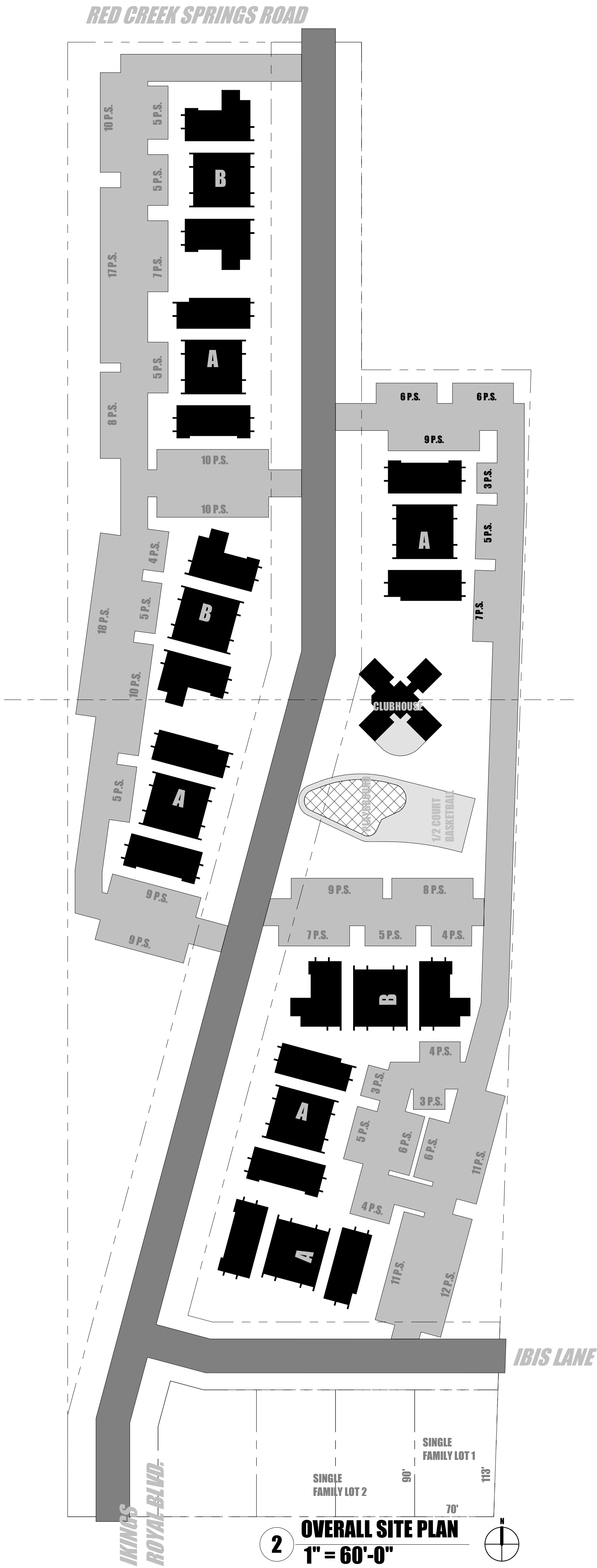
PARKING 1.5 SPACES PER UNIT REQ'D. (222)



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"



2602 N. Elizabeth St.
Pueblo, CO 81003
719-543-7600
hgfarh.com



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. 4th St.
Pueblo, CO 81001
- (d) copies to: Michael Cuppy
NorthStar Engineering and Surveying
111 E. 5th 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

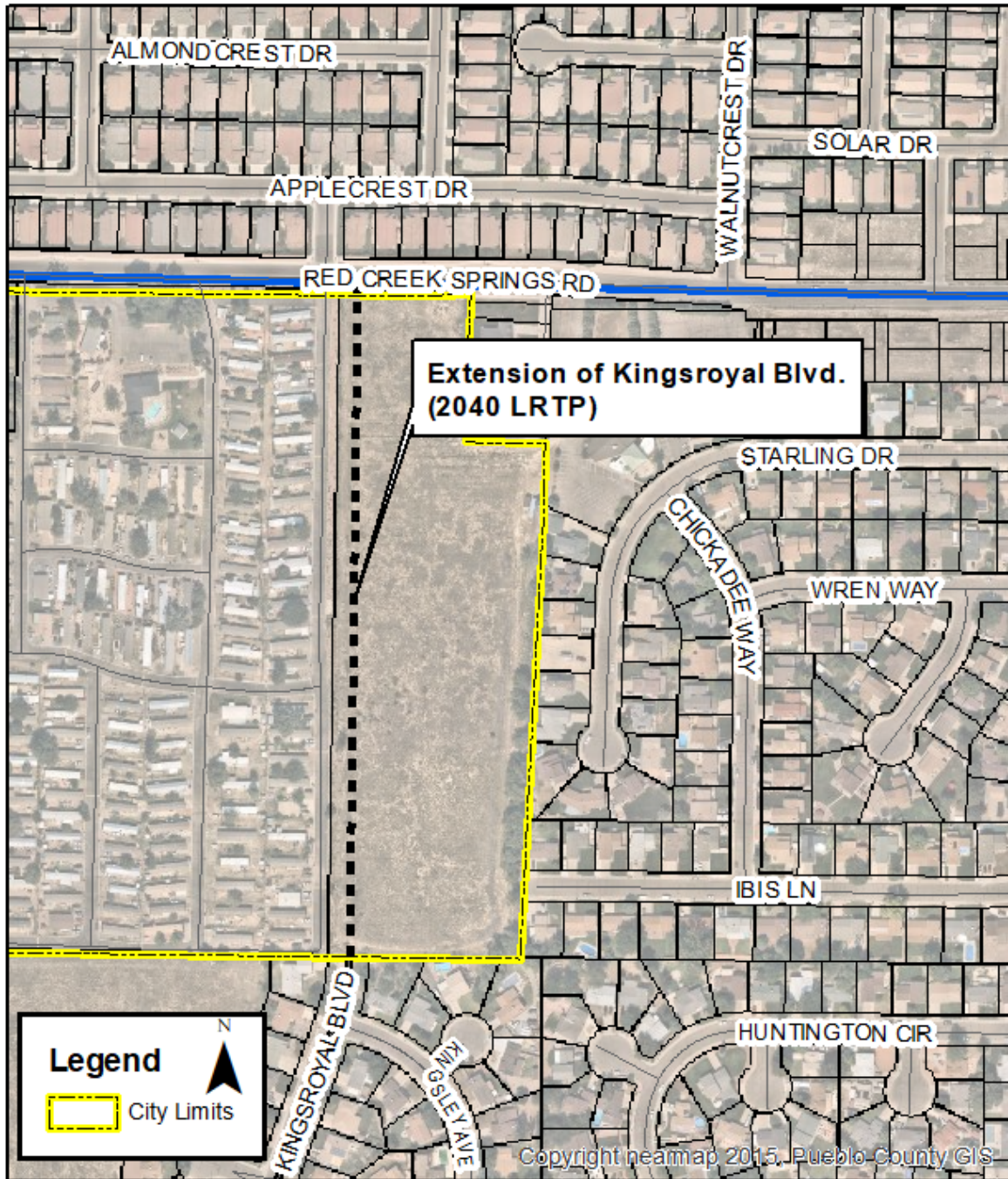
The Petitioner, in accordance with the 2015 International Fire Code, as amended and as enacted in City Ordinance 8900, shall provide an approved fire protection water supply capable of meeting the required flow for fire protection to the premises upon which facilities, buildings or portions of buildings 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 ft² of space per student.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 25, 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, 10TH 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. 10556

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, 10TH 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 September 11, 2023.

Final adoption of Ordinance by City Council on September 25, 2023.



President of City Council

Action by the Mayor:

☒ Approved on September 27, 2023.

☐ Disapproved on _____ based on the following objections:



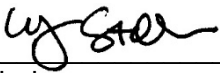
Mayor

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

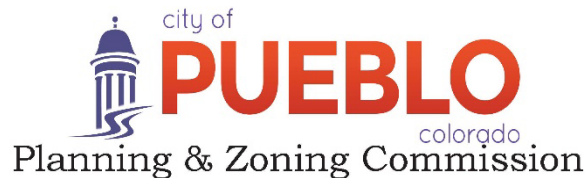
[illegible]

SHEET 1 OF 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, 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).

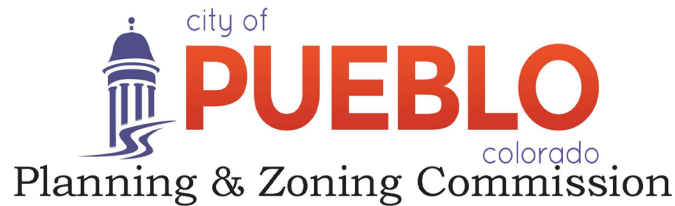
Commission Action: Bailey moved to recommend the application, seconded by Spinuzzi with no conditions.

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, 10th 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, 10th Filing Subdivision, and west of the Meadows, Filing 4 Subdivision from Pueblo County A-4 to City R-3 following annexation.

BACKGROUND AND ANALYSIS:

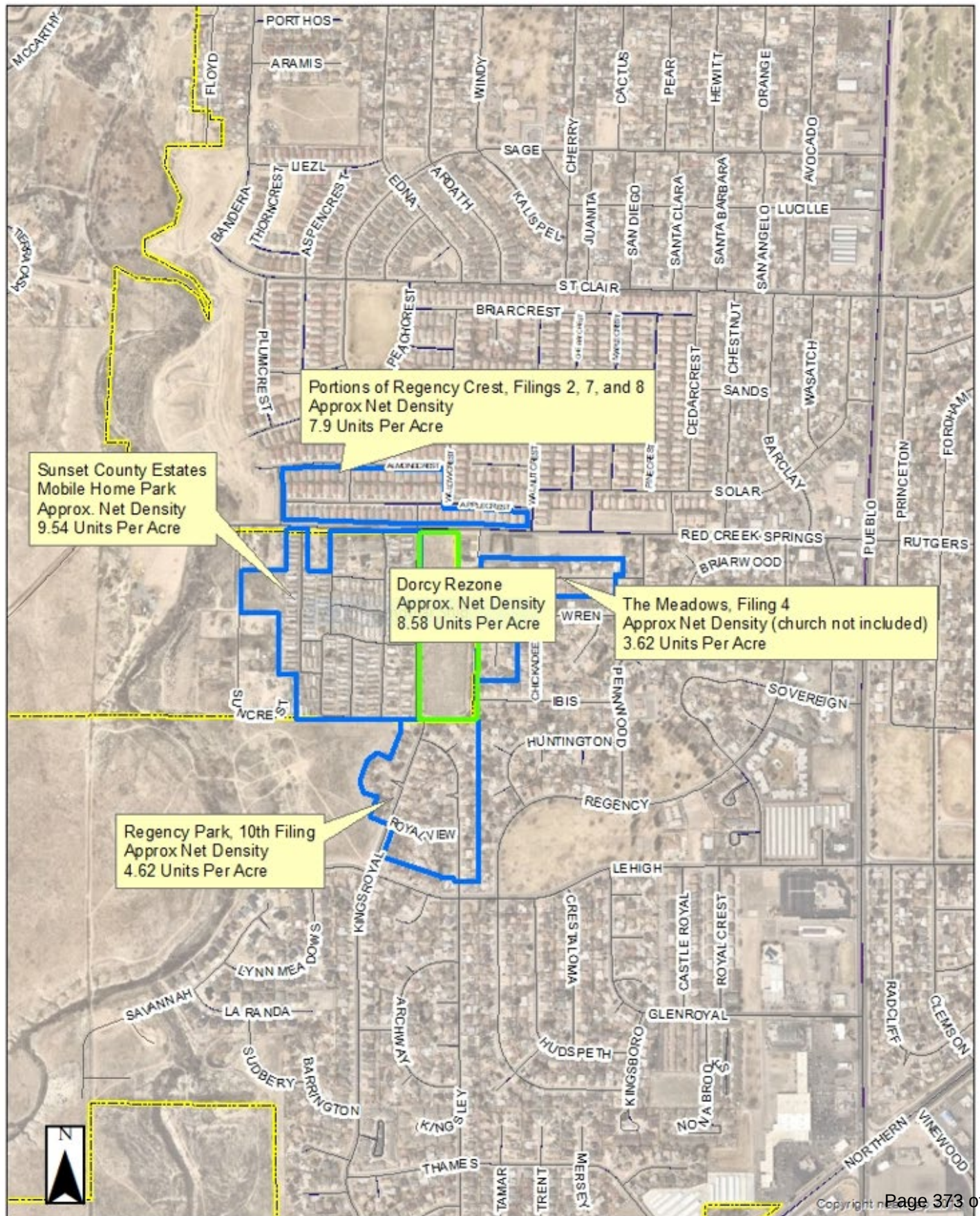
An annexation petition was filed by Posada, Inc. to annex 10.74 acres south of Red Creek Springs Rd., north of Regency Park, 10th Filing, and west of The Meadows, Filing 4. The purpose of the annexation is to provide permanent, affordable, housing to serve low-income individuals and families with children. 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, 10th 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:

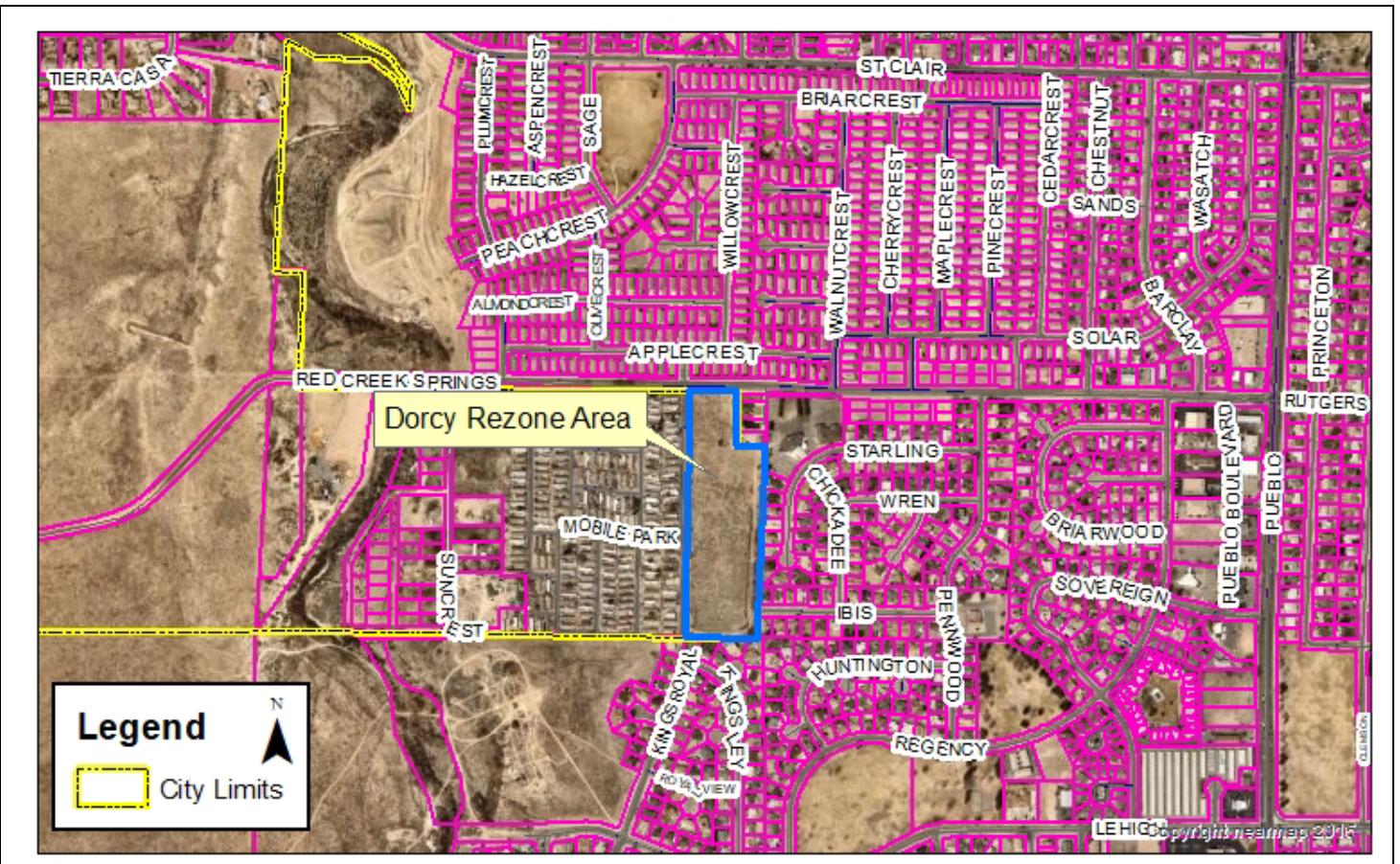
If the Planning and Zoning Commission finds the rezoning request furthers the goals and objectives of the Comprehensive Plan, a recommendation of approval to City Council is appropriate.

REFERRAL AGENCIES AND COMMENTS:

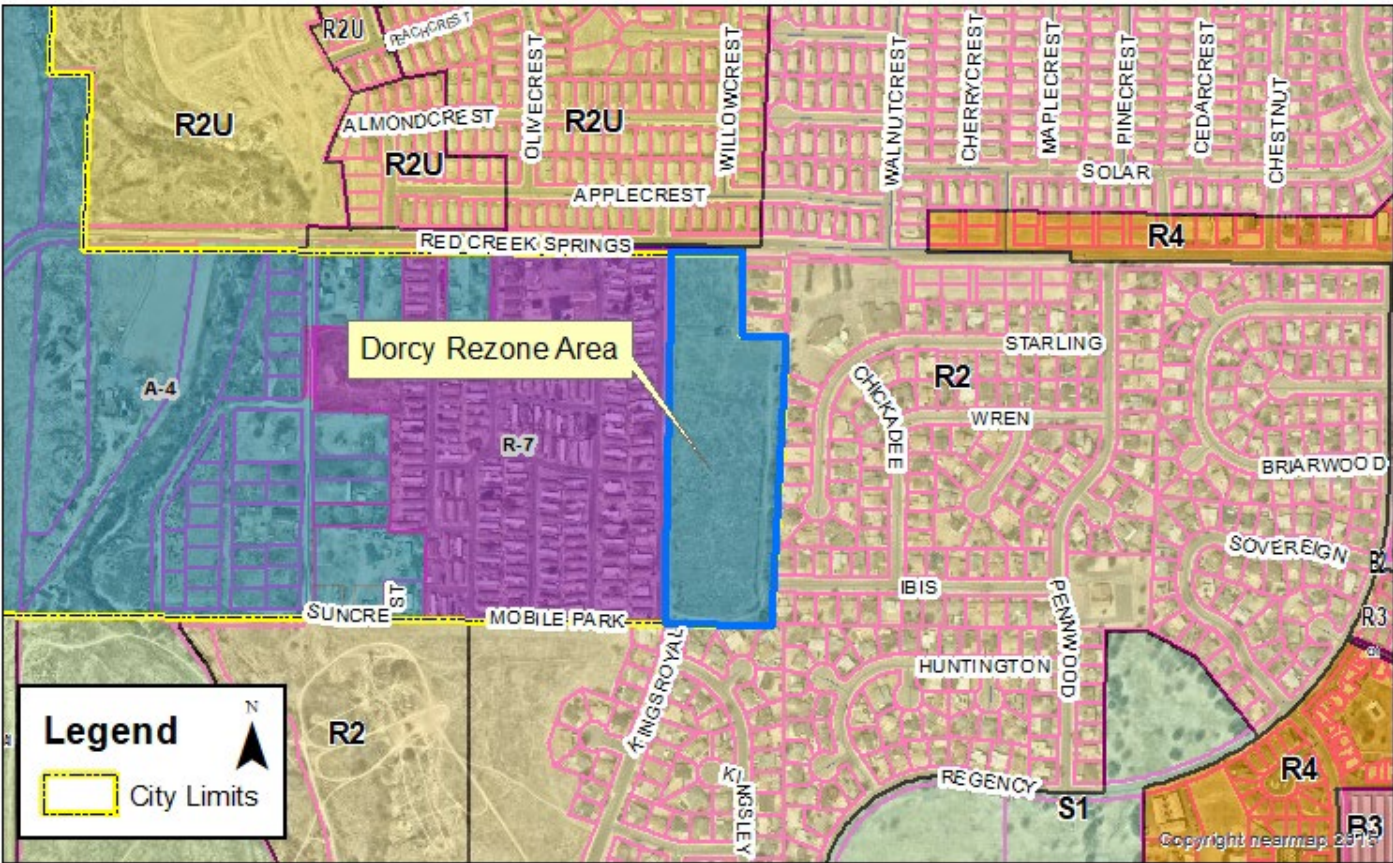
- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No comment
- Black Hills Energy-No comment
- CDOT-No comment

ATTACHMENTS:

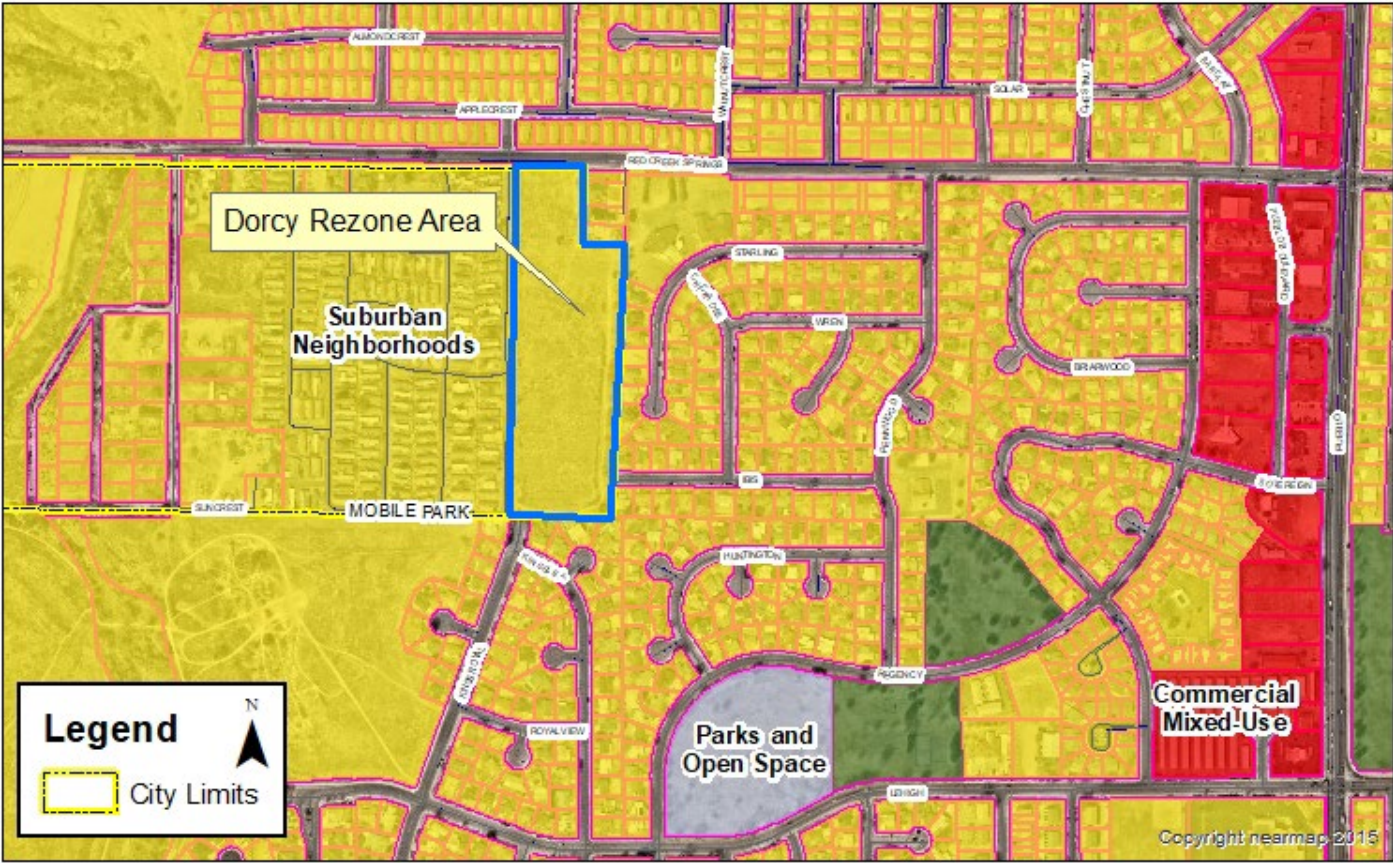
- A. Aerial Photograph
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photographs
- E. Zoning Exhibit
- F. Preliminary Site Plan



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 #: _____

Property Owner	
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
Applicant	
Name:	
Company:	
Address:	Zip:
Phone: ()	Email:
Person or Firm Representing (If Different From) Owner or Applicant	
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 applicant will be the primary contact unless otherwise noted.</i>	
Project Location: South of Red Creek Springs Rd and at the terminus of Ibis Ln & Kingsroyal Blvd. (address or general description)	
Parcel# 1504300019	
Legal Description: See Attached Exhibit "A"	
Subdivision: Unplatted	Acreage: 10.74
Existing Zone District: A-4, R2-U	Proposed Zone District: 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

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

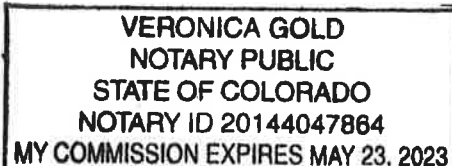
STATE OF Colorado
COUNTY OF Pueblo) ss.

The foregoing instrument was acknowledged before me this 18th 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]

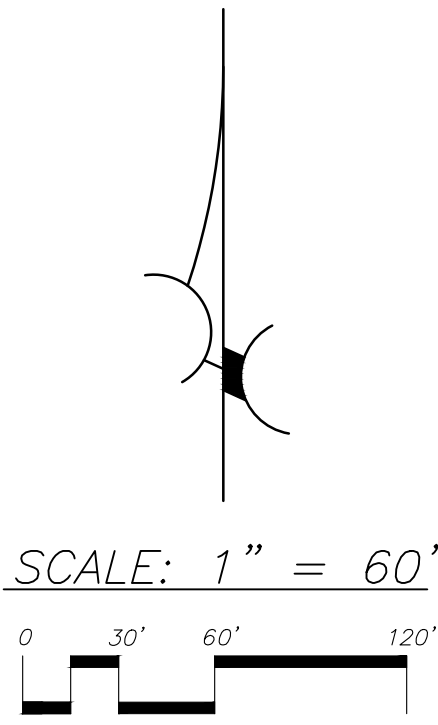


Veronica Gold
Notary Public

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

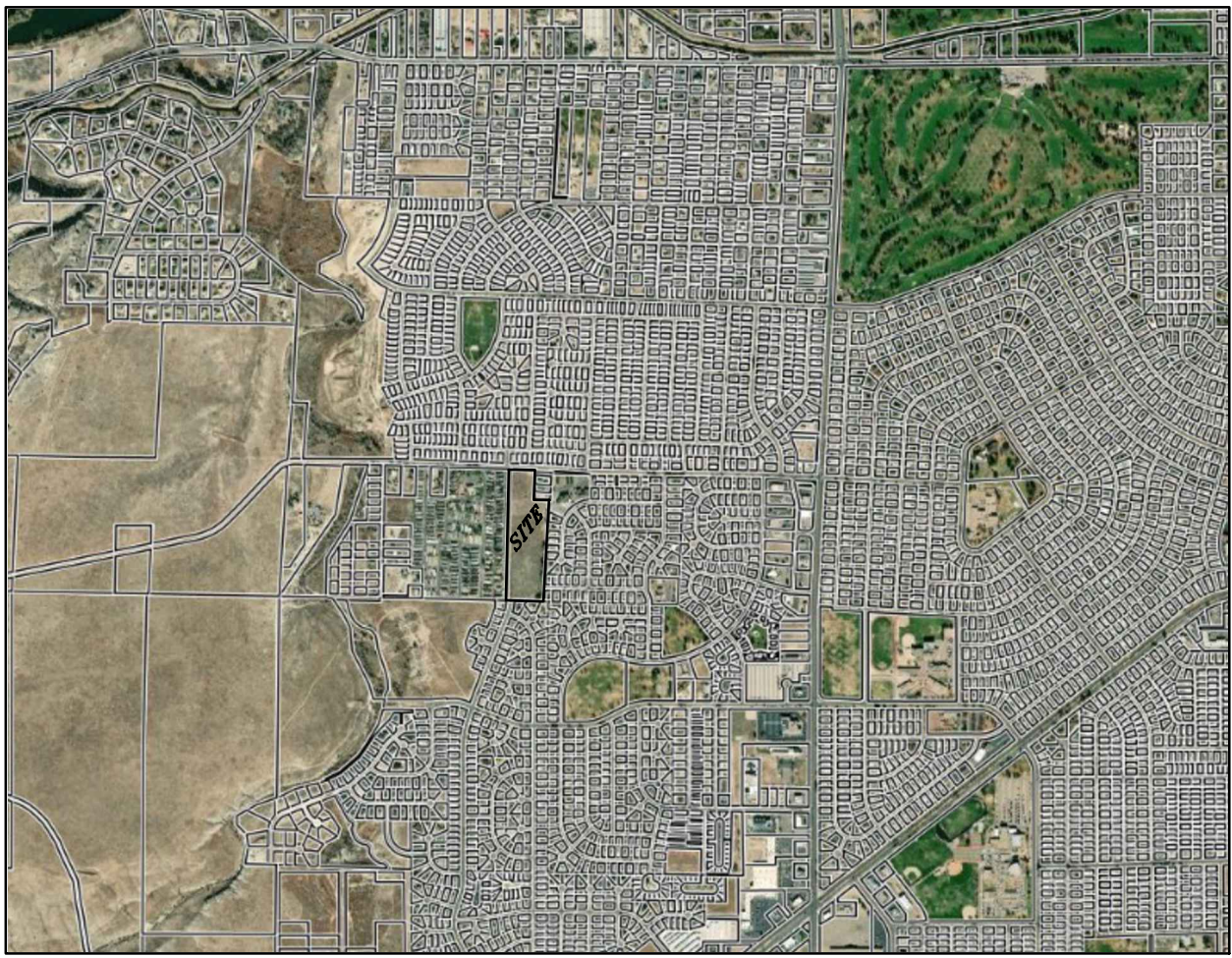


BASIS OF BEARINGS:

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

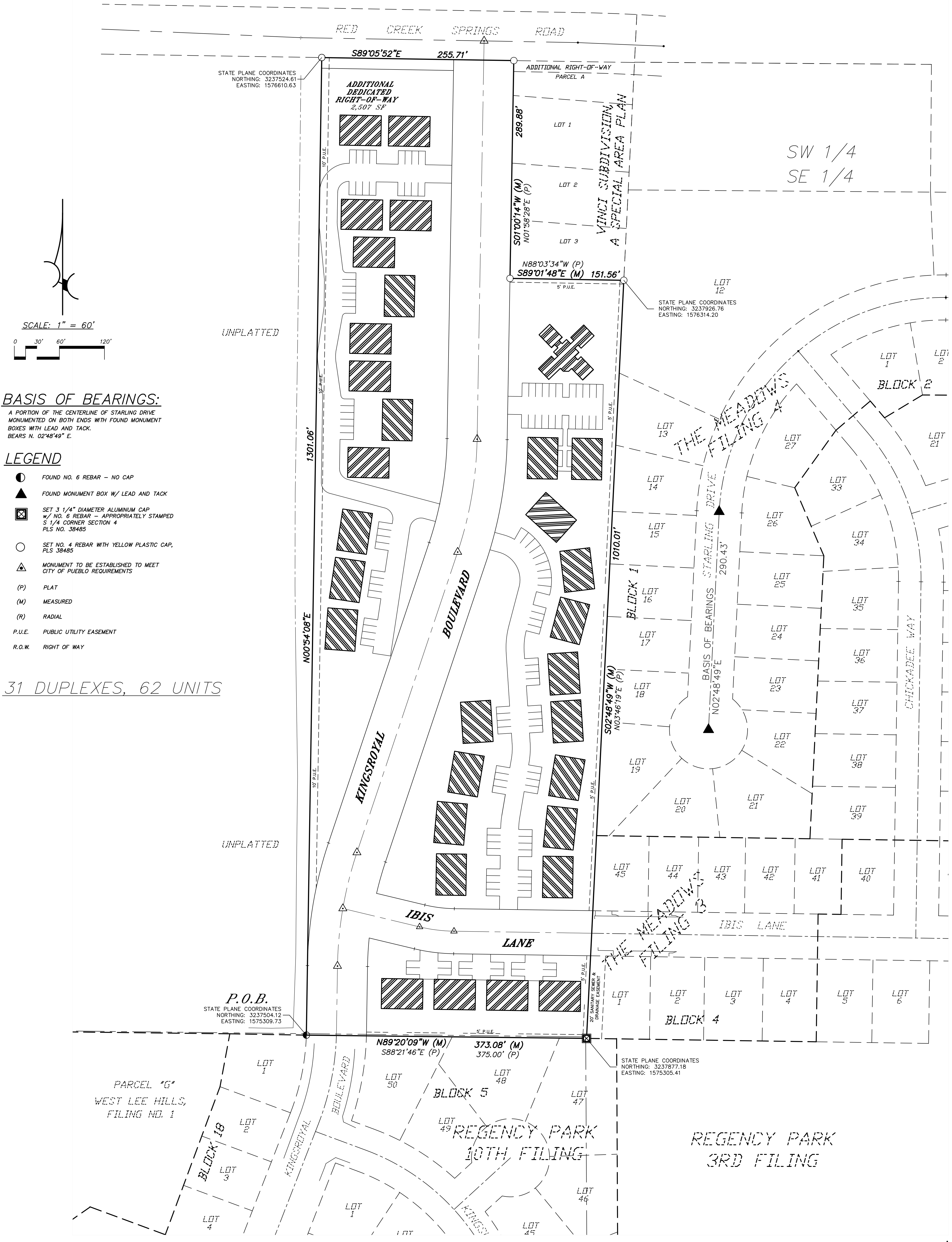
- PROPOSED ZONING BOUNDARY
- COUNTY **A-4** CITY **R2-U** EXISTING ZONING
- CITY **R-3** PROPOSED ZONING



VICINITY MAP
NOT TO SCALE



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. $02^{\circ}48'49''$ 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 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

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 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

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 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

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 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

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

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

7
1
7
7
3
3
5
3
1
3
4

5
0
3
2
7
1
5
5
0
5
5
7
7
7
2
4
1
7
5
2
5
7
4
9
4
2
7
7

2
1
5
5
5

7
5
4
7
5
1
5
3
7
3
2
1
4
7
3
7
4
7
7
3
7
3
3
7

3
1
1
2
3
5
4
7
7
5
3
4
3
2
5
3
0



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 25, 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. 10557

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 September 11, 2023.

Final adoption of Ordinance by City Council on September 25, 2023.



President of City Council

Action by the Mayor:

☒ Approved on September 27, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

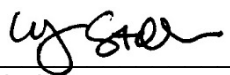
☐ Council did not act to override the Mayor's veto.

☐ 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

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.



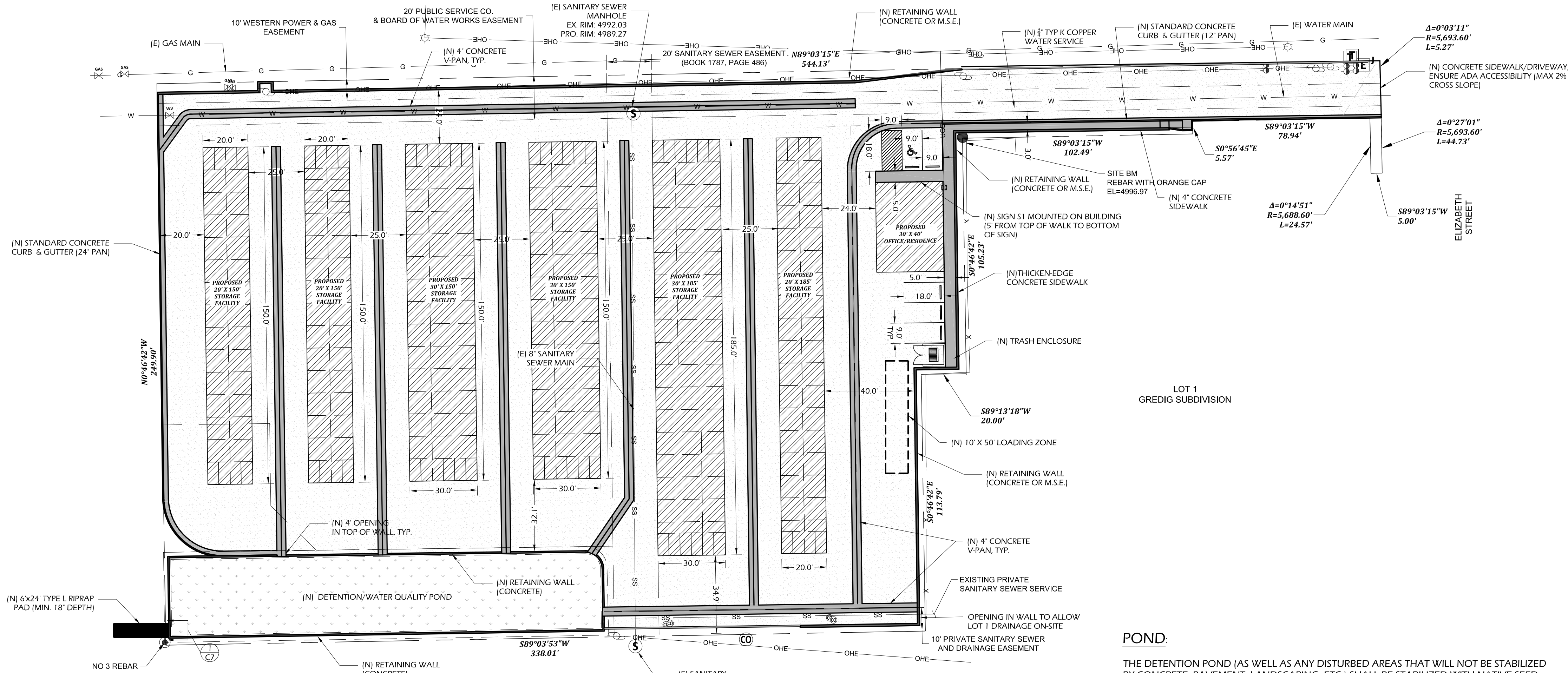
ADA COMPLIANCE NOTE:

TO THE BEST OF OUR KNOWLEDGE, THE DESIGN OF THE NEW IMPROVEMENTS MEET THE PROVISIONS OF THE AMERICANS WITH DISABILITY ACT

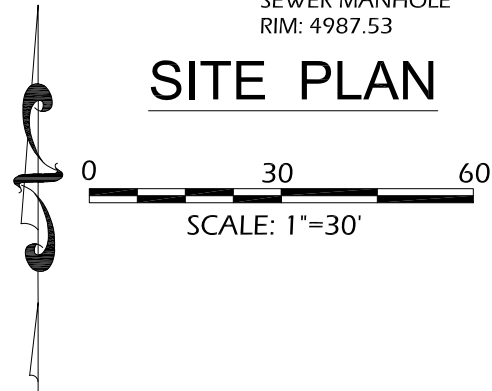
LEGEND

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



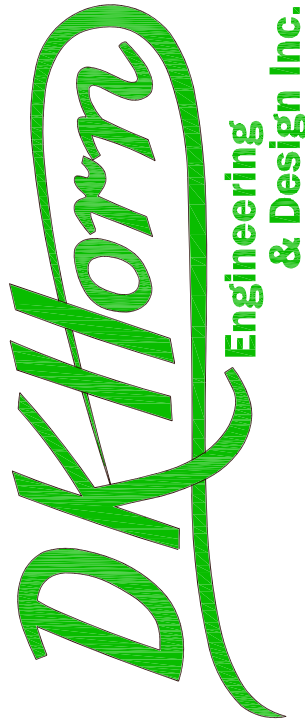
SITE PLAN



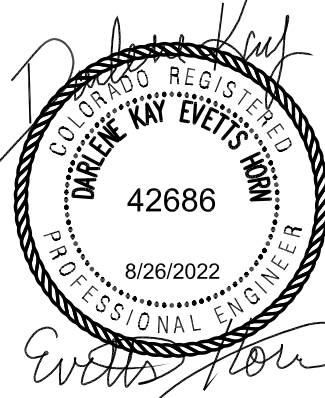
POND:

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:

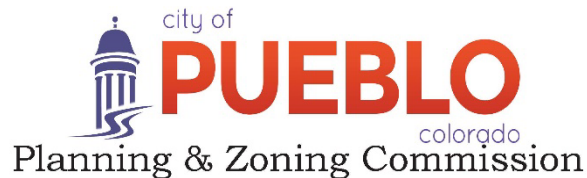
SITE &
PARKING PLAN

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

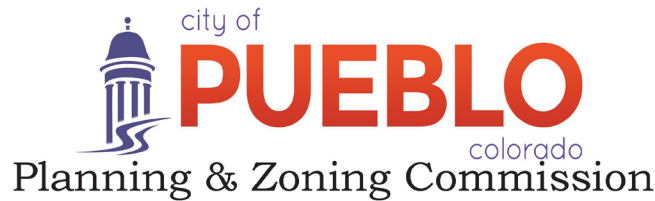
DATE: August 28, 2023

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:

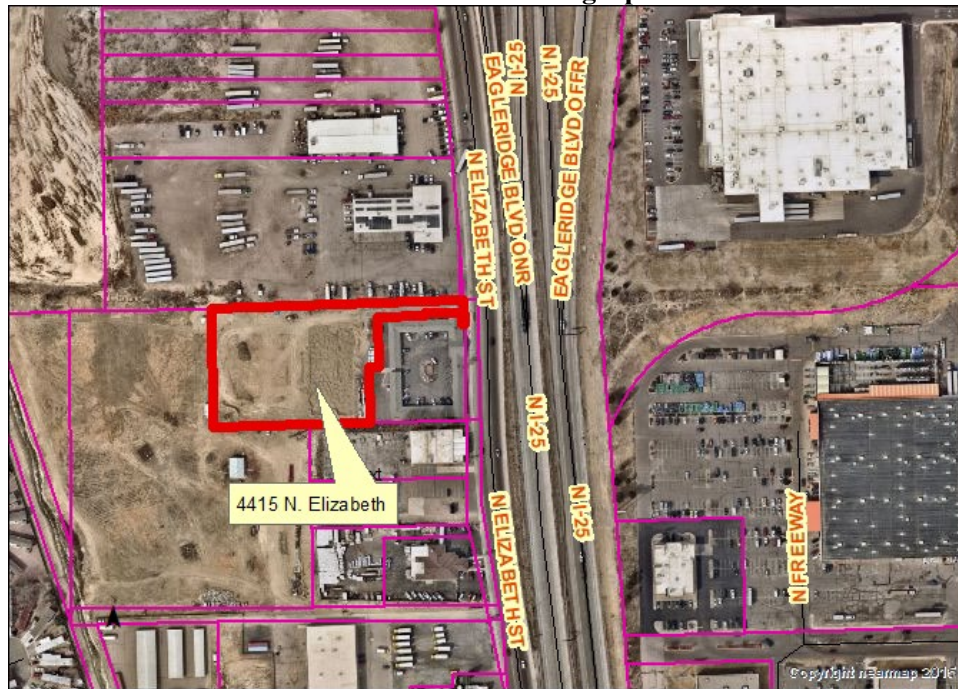
- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater- No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No comment
- Black Hills Energy-No comment
- CDOT-No comment

ATTACHMENTS:

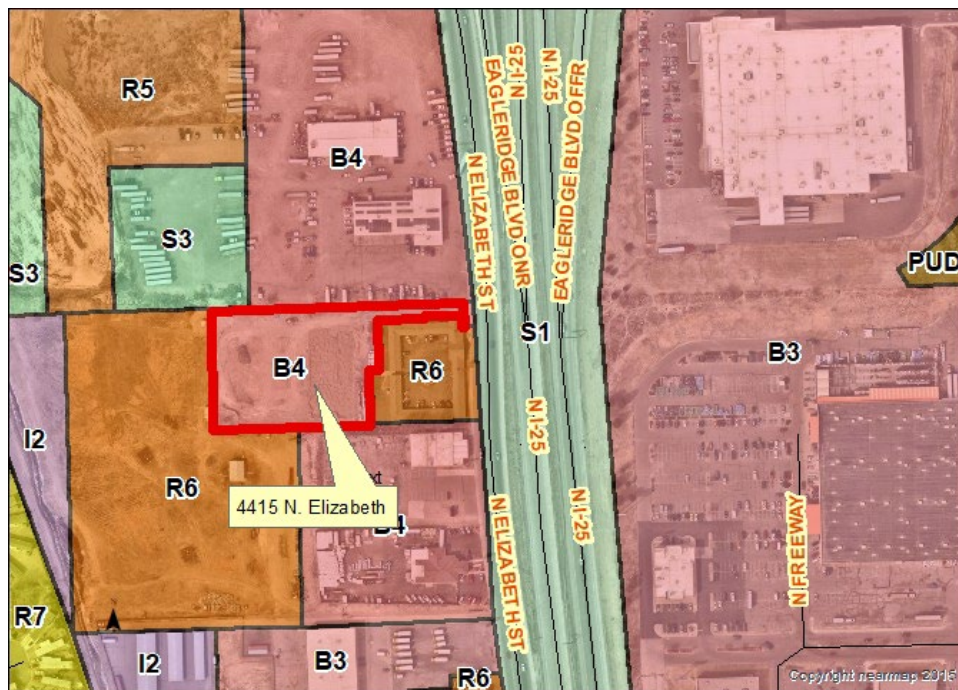
- A. Aerial Map
- B. Zoning Map
- C. Site Photos-Public Notice
- D. SRC Memo, July 25, 2023
- E. Supporting Documents
- F. Vacation Plat

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

[illegible]



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 Application

Please type or print clearly. Illegible applications will not be accepted. Case #: not assigned yet

	Property Owner	Applicant
Contact Info	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 Zip: 81008	Address: 945 Main St. Longmont, CO 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 Zip: 81008-1989	Address: 4732 Eagleridge Circle, Pueblo, CO 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>		
Property Info	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 Scope	Project Name: 4415 Storage Facility	
	☐ Rearrangement of Property Boundaries: # of existing lots: _____ Total acres: _____	
	☐ Overall Development Plan	
	☐ Site Plan Review: Building area: _____ sf ○ HARP ○ Development Plan ○ PUD ○ Student Housing	
	☐ Special Area Plan	
	☐ Street Name Change: Existing Name: _____ Proposed Name: _____	
	☐ Subdivision: # of lots: _____ Total acres: _____	
	☐ Text Amendment	
	☒ Vacation: ○ Street ○ Alley ○ Easement ☒ Other: Replace pre-existing drainage easement with detention pond.	
	☐ 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



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:

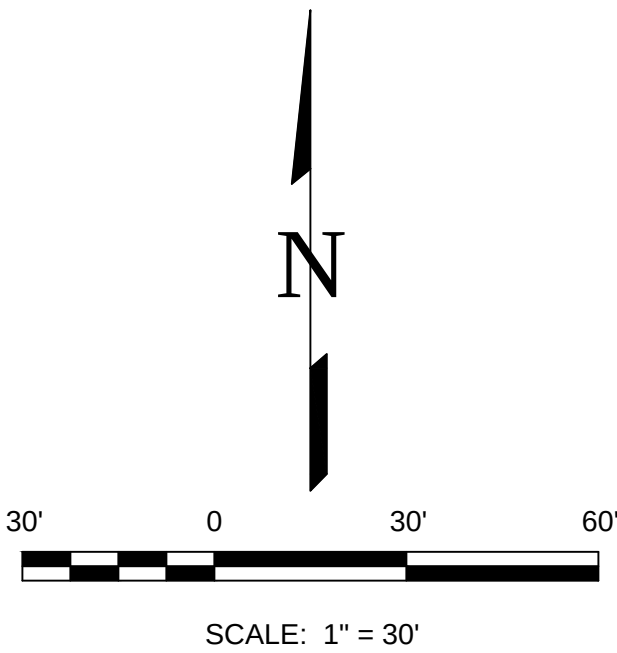
I, RANDEL R. NELSON, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, ON THE BASIS OF MY KNOWLEDGE, INFORMATION, AND BELIEF, DO HEREBY STATE THAT THIS VACATION PLAT HAS BEEN PREPARED UNDER MY RESPONSIBLE CHARGE IN OCTOBER OF 2022 TO NORMAL STANDARDS OF CARE OF A PROFESSIONAL LAND SURVEYOR PRACTICING 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.

NOTICE:

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



REVISIONS		DESCRIPTION	DATE
NO.			

EDWARD-JAMES SURVEYING, INC.

926 Elkon 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 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

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 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

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 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

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 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 25, 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. 10558

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 September 11, 2023.

Final adoption of Ordinance by City Council on September 25, 2023.



President of City Council

Action by the Mayor:

☒ Approved on September 27, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

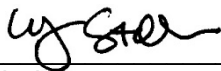
☐ Council did not act to override the Mayor's veto.

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

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

President of City Council

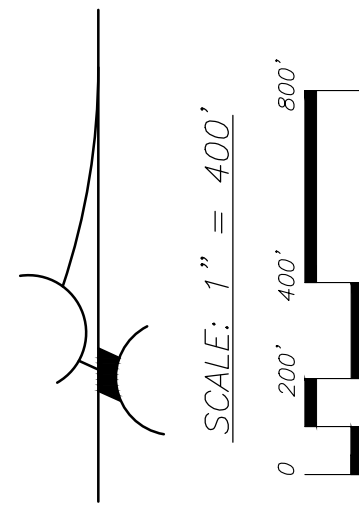
ATTEST



City Clerk

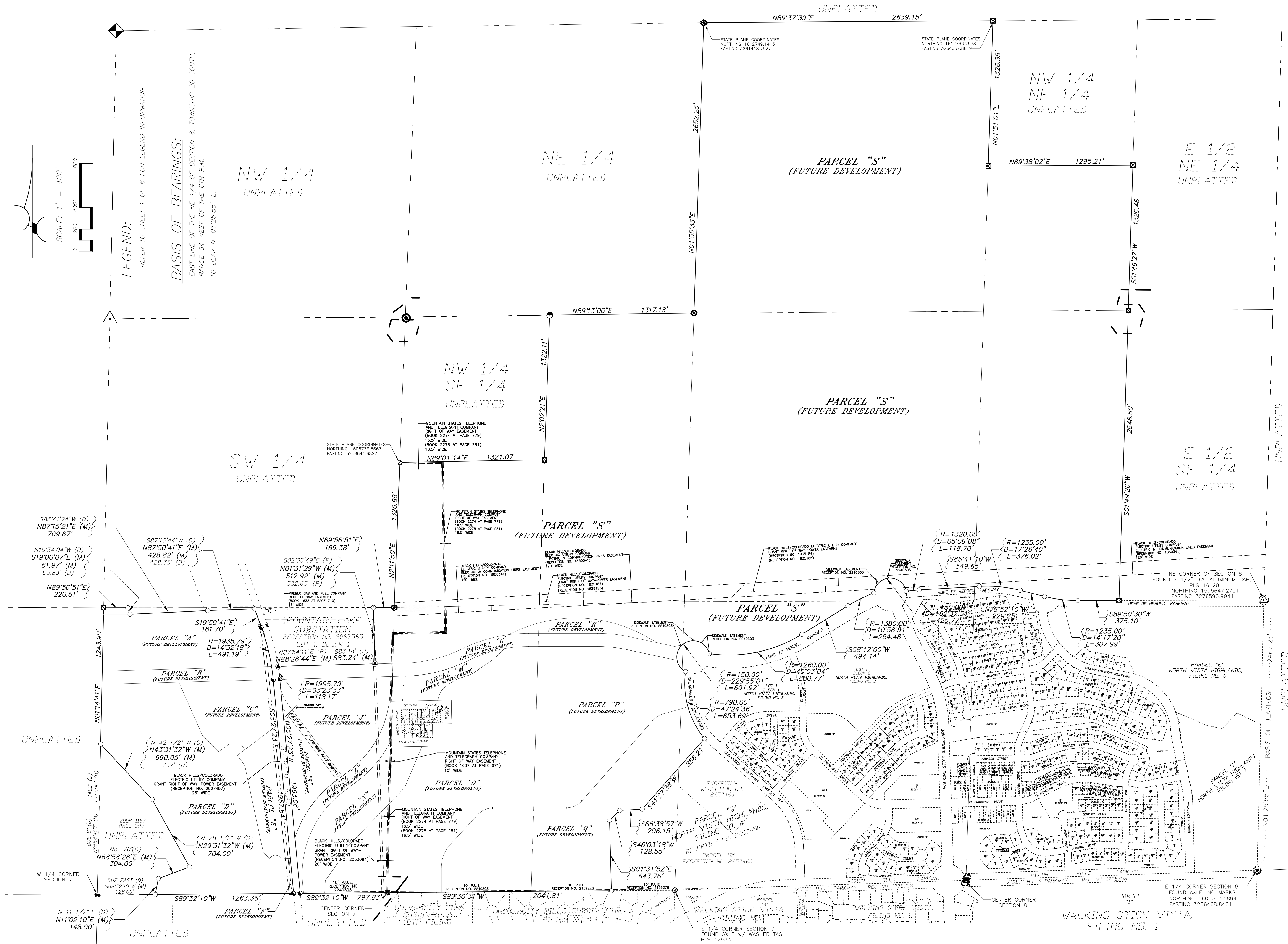
NORTH VISTA HIGHLANDS, FILING NO. 7

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.

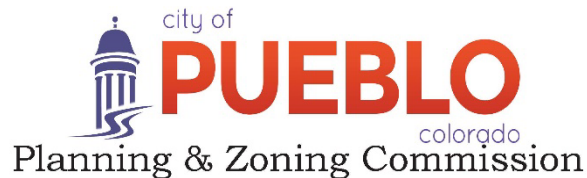
JN 1700927

SHEET 2 OF 6

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:

Requests for Modifications to Requirements:	Not applicable, all parcels are non-buildable
Request for Deferred Filings	Not applicable
Plat Deficiencies:	Not applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	1. All parcels must be labeled as un-buildable on all plat sheets. 2. Amend the subdivision plat according to the attached redlines provided by Joe Martellaro, Associate Engineer, II. 3. Label existing Jerry Murphy Rd. (south of the proposed plat), DOT 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 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

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 th 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.

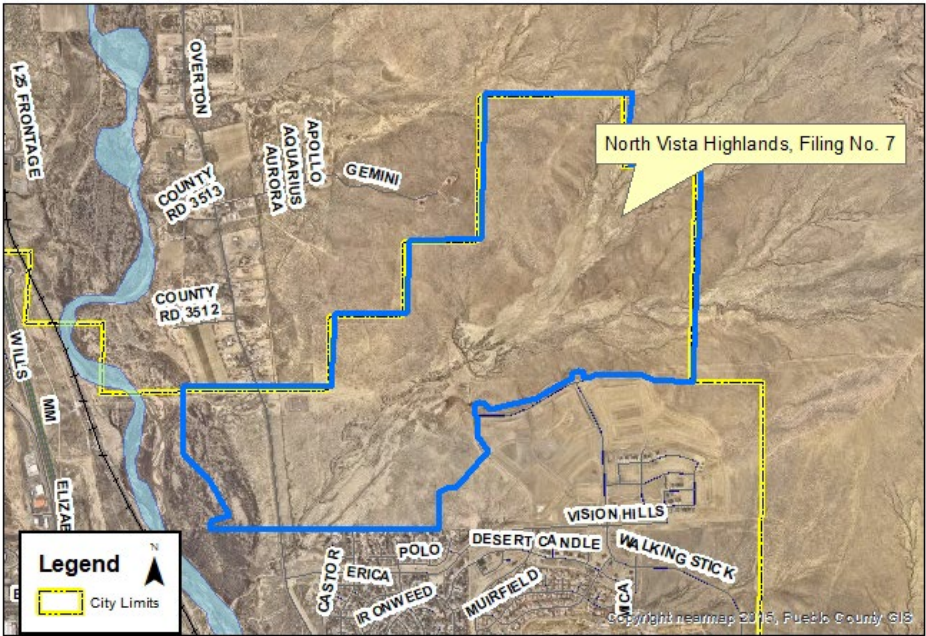
REFERRAL AGENCIES AND COMMENTS:

- 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

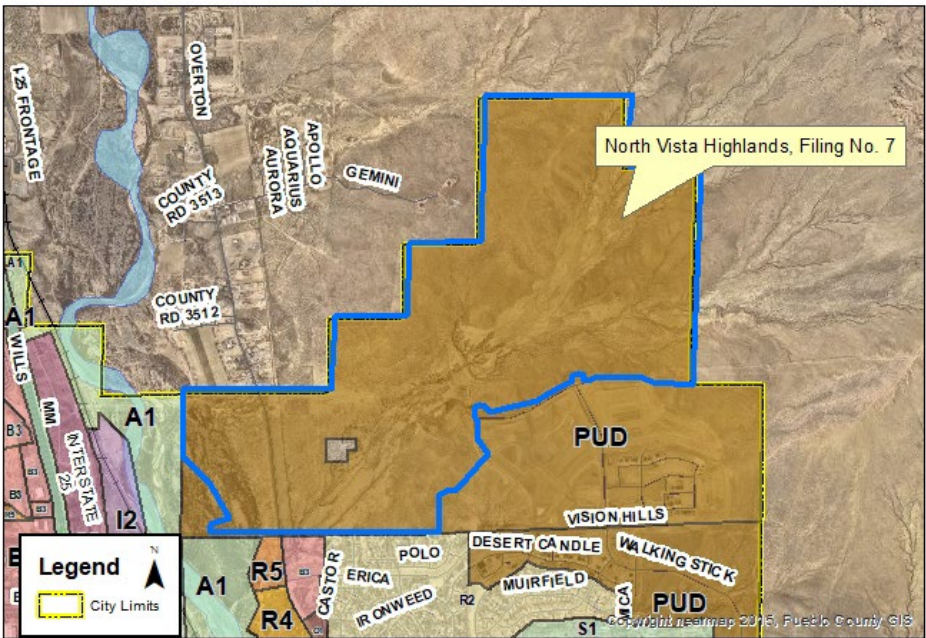
ATTACHMENTS:

- 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

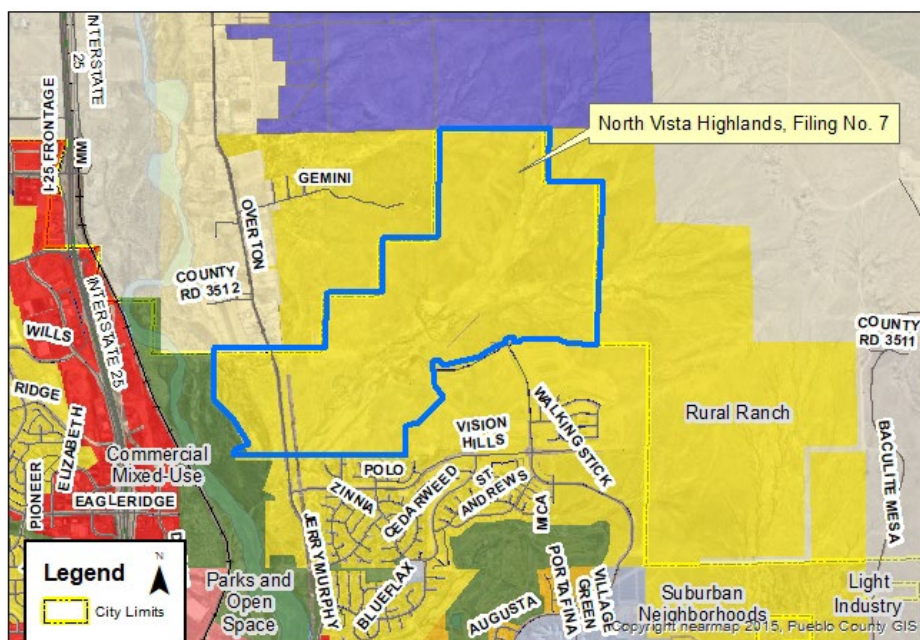
ATTACHMENTS:



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.

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: August 2, 2023

Subject: S-23-02 North Vista Highlands, Filing No. 7

Requests for Modifications to Requirements:	Not applicable, all parcels are non-buildable
Request for Deferred Filings	Not applicable
Plat Deficiencies:	Not applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	1. All parcels must be labeled as un-buildable on all plat sheets. 2. Amend the subdivision plat according to the attached redlines provided by Joe Martellaro, Associate Engineer, II. 3. Label existing Jerry Murphy Rd. (south of the proposed plat), DOT 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 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

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 YELLOW 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:

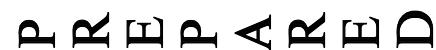
NORTHSTAR ENGINEERING AND SURVEYING, INC.

MONUMENTATION MAP

NOT TO SCALE

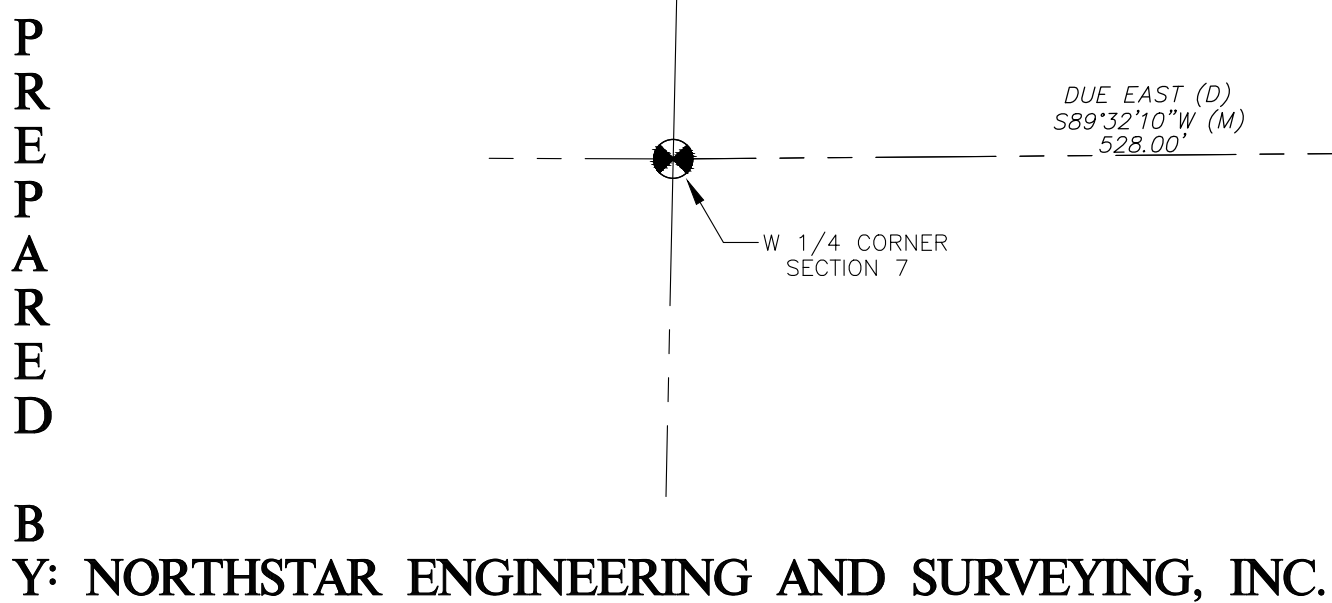


A PARCEL OF LAND LOCATED IN SECTIONS 5, 6, 7 AND 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M. IN THE COUNTY OF PUEBLO, STATE OF COLORADO



IN 1700927

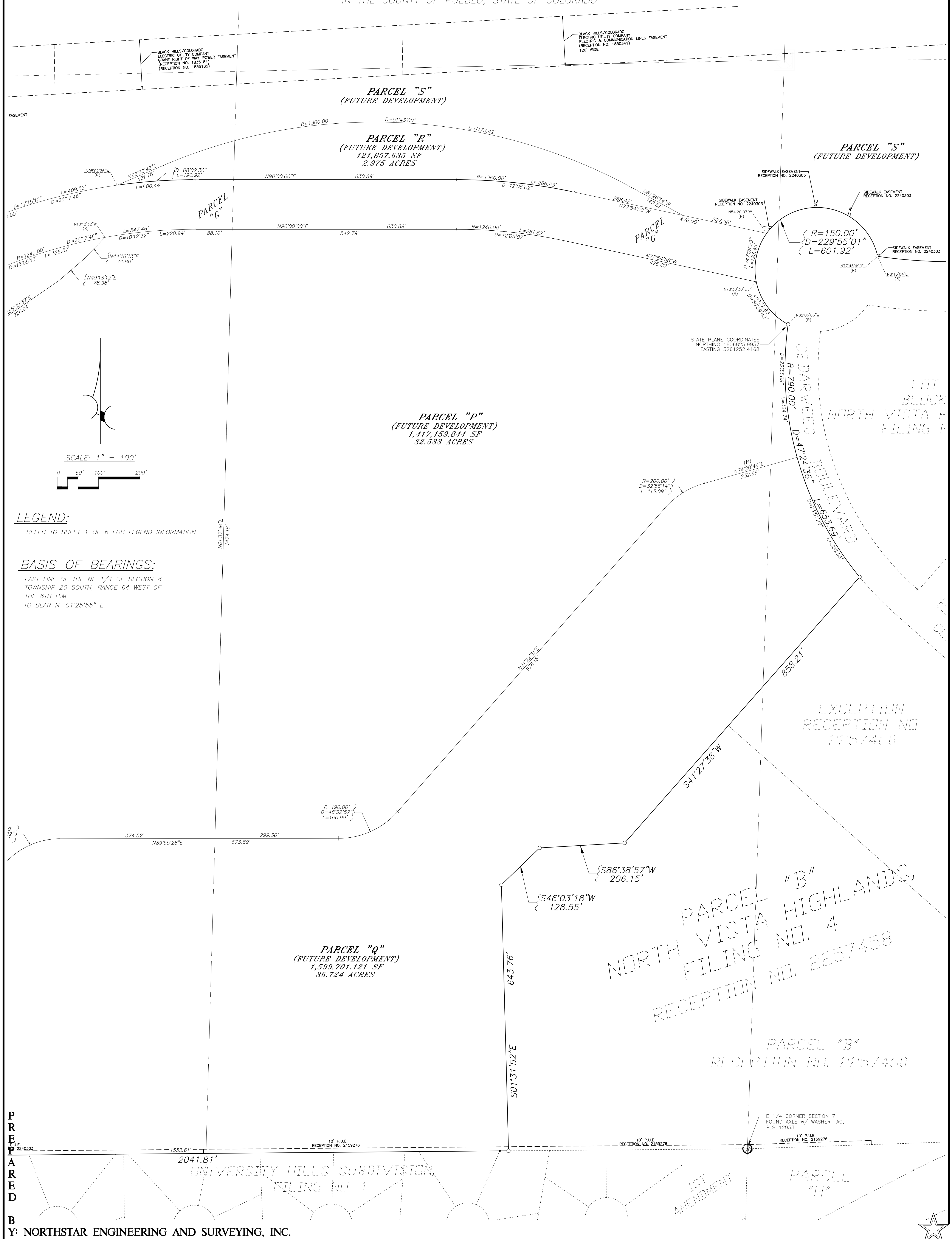
A PARCEL OF LAND LOCATED IN SECTIONS 5, 6, 7 AND 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



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



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

SCALE: 1" = 400'

The diagram shows a cross-section of a road. It consists of a 200' wide shoulder on the left, a 400' wide road in the center, and an 800' wide total area on the right. The road is shown as a black rectangle, and the shoulder is shown as a white rectangle. The total area is indicated by a dimension line at the bottom.



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	Project Location: North Vista Highlands Overall Area (address or general description)					
	Parcel No(s):					
	Existing Zone: PUD		Proposed Zone (if applicable):			
	PUD Name (if applicable): North Vista Master Plan					
Project Scope	Project Name: North Vista Highlands, Filing No. 7					
	☐ Rearrangement of Property Boundaries: # of existing lots: _____ Total acres: _____					
	☐ Overall Development Plan					
	☐ Site Plan Review: Building area: _____sf ☐ HARP ☐ Development Plan ☐ PUD ☐ Student Housing					
	☐ Special Area Plan					
	☐ Street Name Change: Existing Name: _____ Proposed Name: _____					
	☒ Subdivision: # of lots: <u>0 Lots, 28 Parcels</u> Total acres: <u>847.54 ac</u>					
	☐ Text Amendment					
	☐ Vacation: ☐ Street ☐ Alley ☐ Easement ☐ Other: _____					
	☐ Other: _____					

(Continue Next Page)

(Continued from previous page)

Project Information	Provide a brief description of the proposed request: 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? ☐ Commercial ☐ Multi-family ☐ Residential ☐ Industrial ☒ Other		
	Are there any other pending or recently approved Land Use applications regarding this property? ☐ Yes ☒ No		
	If yes, please list:		
Attachments	Attachment Checklist		
	The following list of attachments are required to accompany all applications: ☒ A. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. ☐ B. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us) ☒ C. Additional information as required by the P&Z Submittal Requirements Sheet .		
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. 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. 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	Zoning Compliance (Completed by City Staff)		
	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 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

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 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

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 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

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 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

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 25, 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. 10559

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 September 11, 2023.

Final adoption of Ordinance by City Council on September 25, 2023.



President of City Council

Action by the Mayor:

☒ Approved on September 27, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

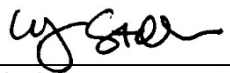
☐ Council did not act to override the Mayor's veto.

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

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

President of City Council

ATTEST

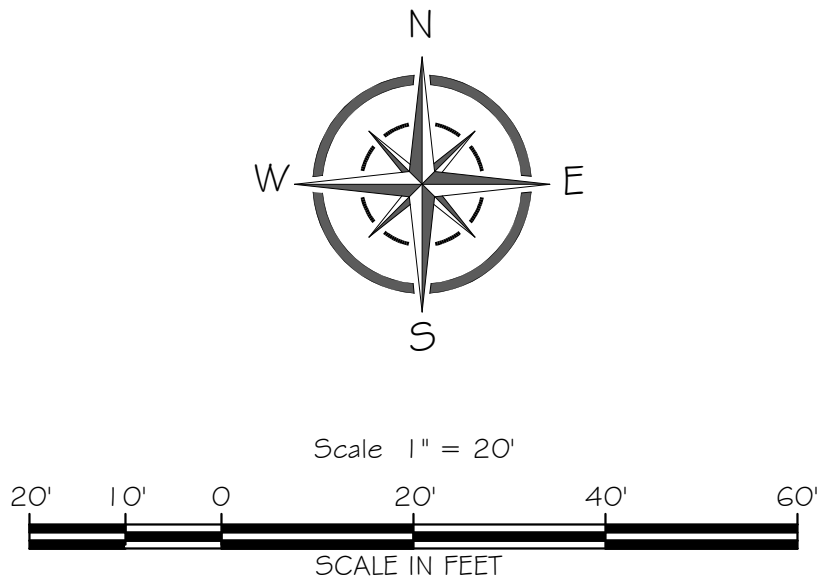


City Clerk

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.

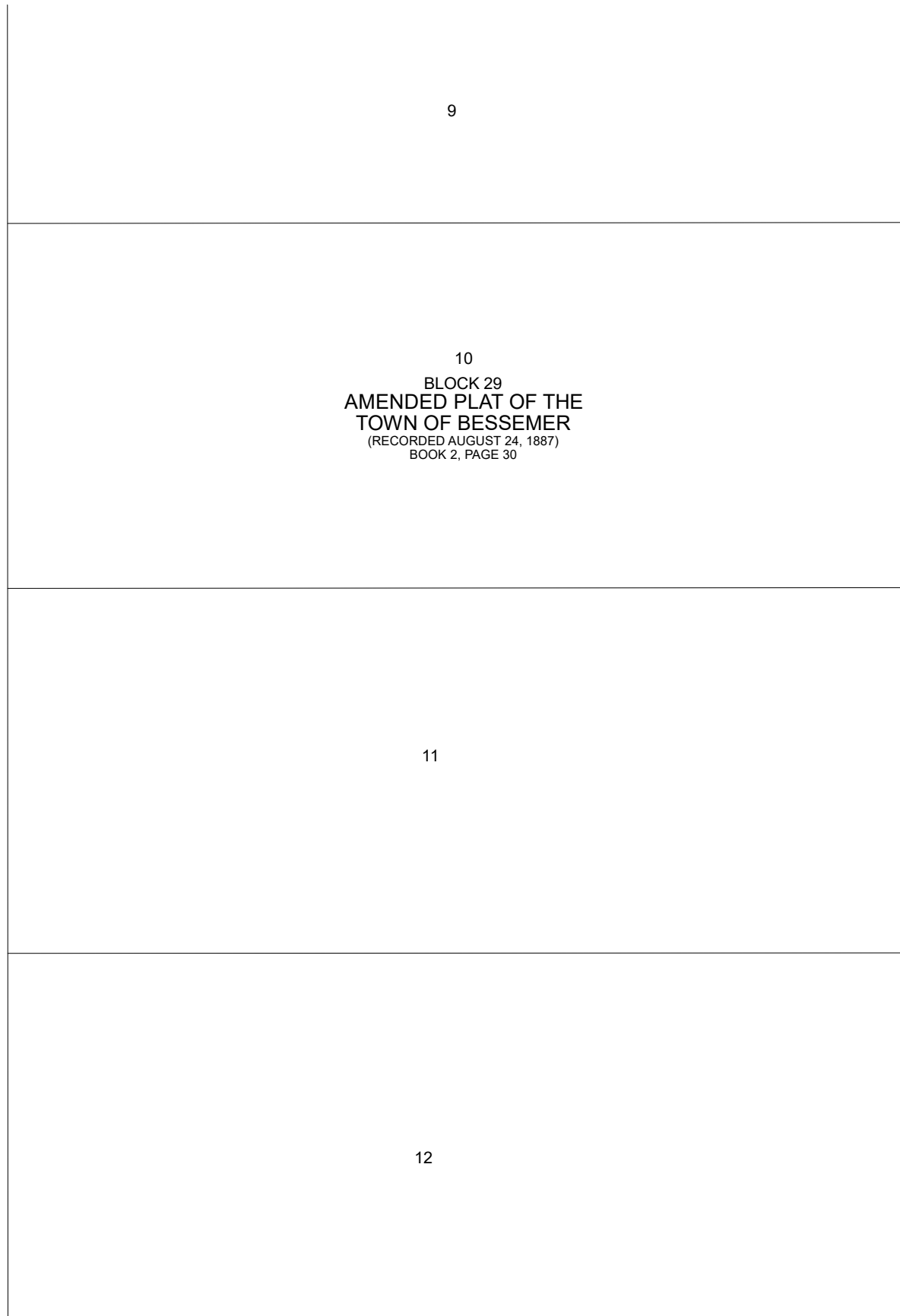
RESERVATIONS: Reserving therefrom the south 8 feet of said vacated Summit Avenue, as described above, for the purpose of an 8' wide public sidewalk easement.

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.

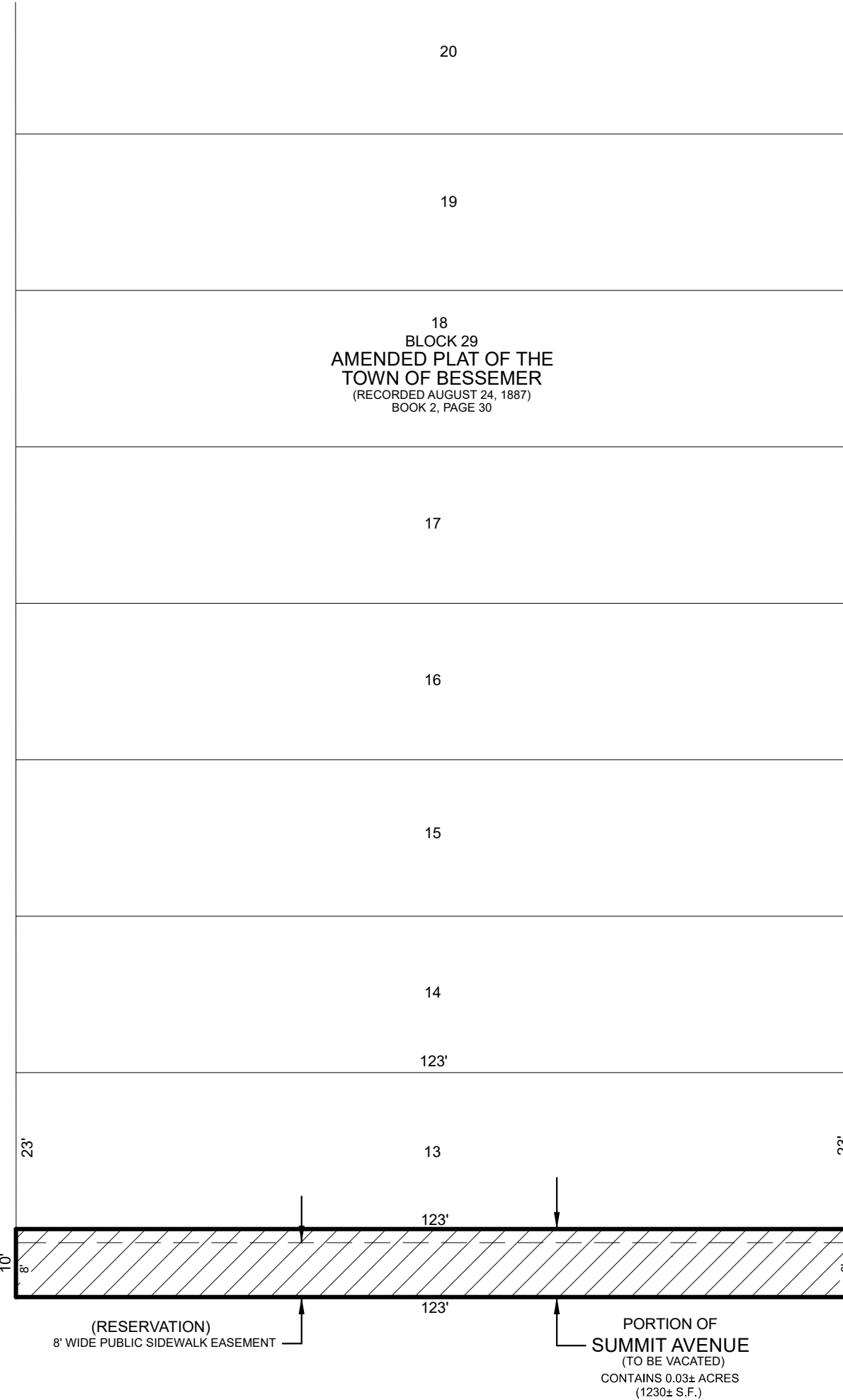
MATTHEW A. CORDOVA
PROFESSIONAL LAND SURVEYOR NO 33194

DATE

SPRUCE STREET
(70' WIDE RIGHT-OF-WAY)

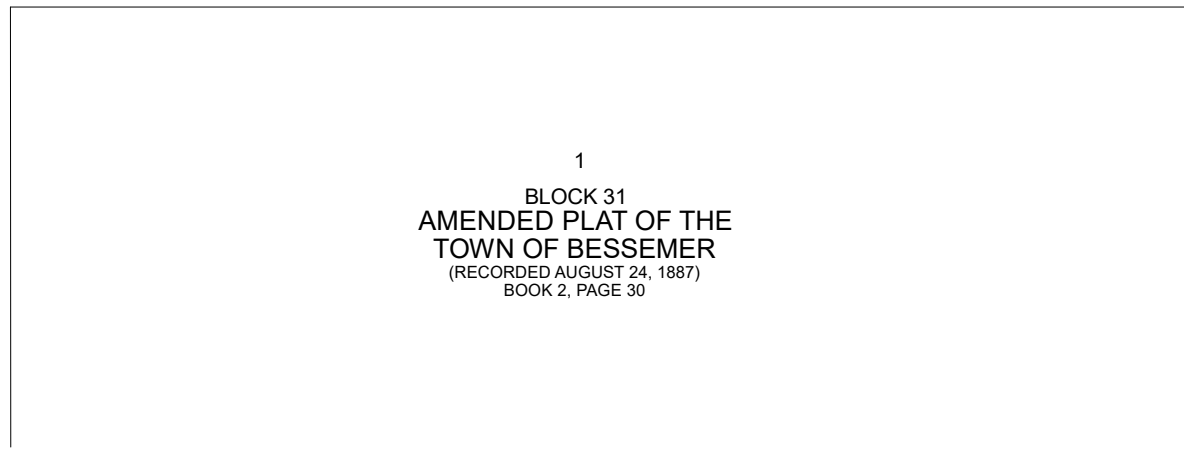


ALLEY
(15' WIDE RIGHT-OF-WAY)

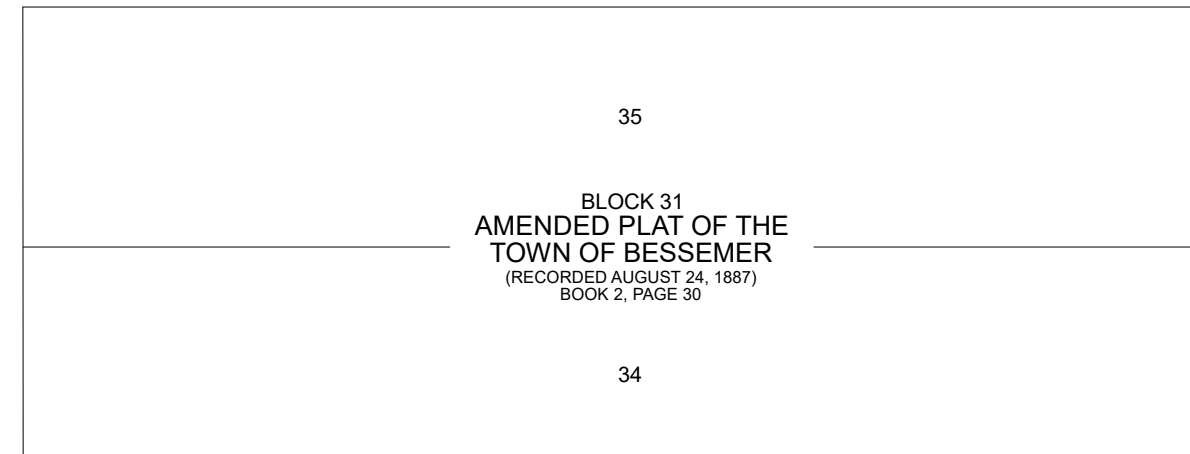


ROUTT AVENUE
(80' WIDE RIGHT-OF-WAY)

SUMMIT AVENUE
(80' WIDE RIGHT-OF-WAY)



ALLEY



- AS VACATED -

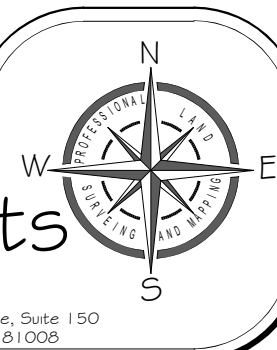
NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:
1	6-20-2023	COMMENTS DATED 5-4-23CITY OF PUEBLO SENIOR PLANNER WACDE BROADHEAD	MAC
2	9-28-2023	COMMENTS DATED 7-28-23CITY OF PUEBLO SENIOR PLANNER WACDE BROADHEAD	MAC

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.

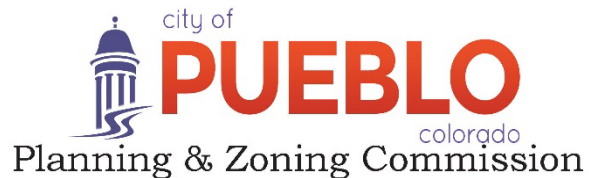
(719) 253-0874 (719) 253-0878 fax 4776 Eagleidge Circle, Suite 150
Pueblo, Colorado 81008



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

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.

PUBLIC WORKS AND ENGINEERING COMMENTS

- None

WASTEWATER

- None

STORMWATER

- None

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

- None

TRANSPORTATION COMMENTS

- None

PARKS AND RECREATION COMMENTS

- None

REGIONAL BUILDING COMMENTS

- None

BOARD OF WATER WORKS COMMENTS

- None

COLORADO DEPARTMENT OF TRANSPORTATION COMMENTS

- None

COMCAST COMMENTS

- None

EXCEL ENERGY COMMENTS

- None

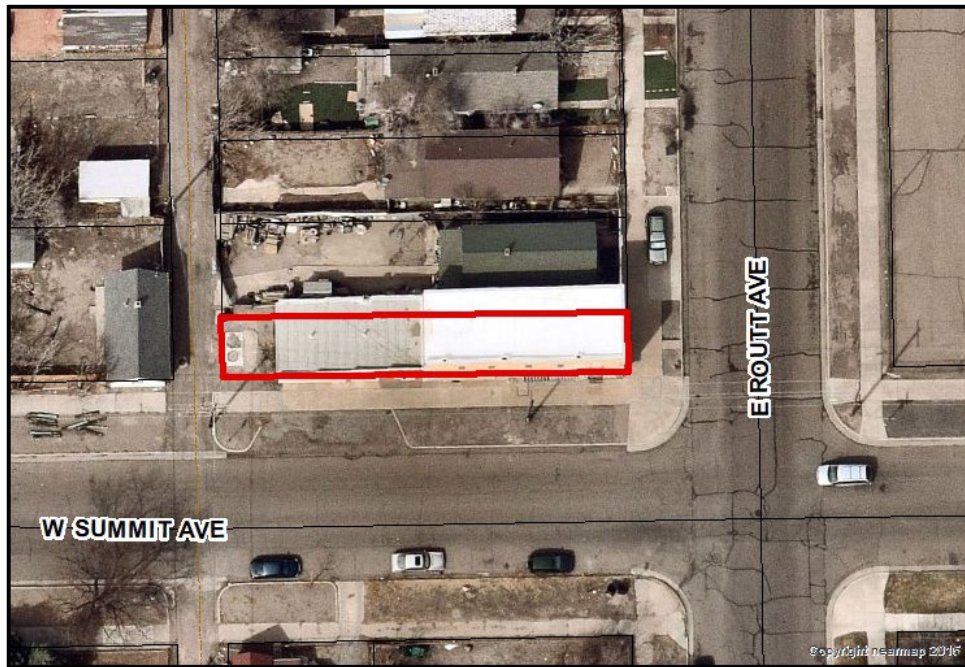
QWEST COMMENTS

- None

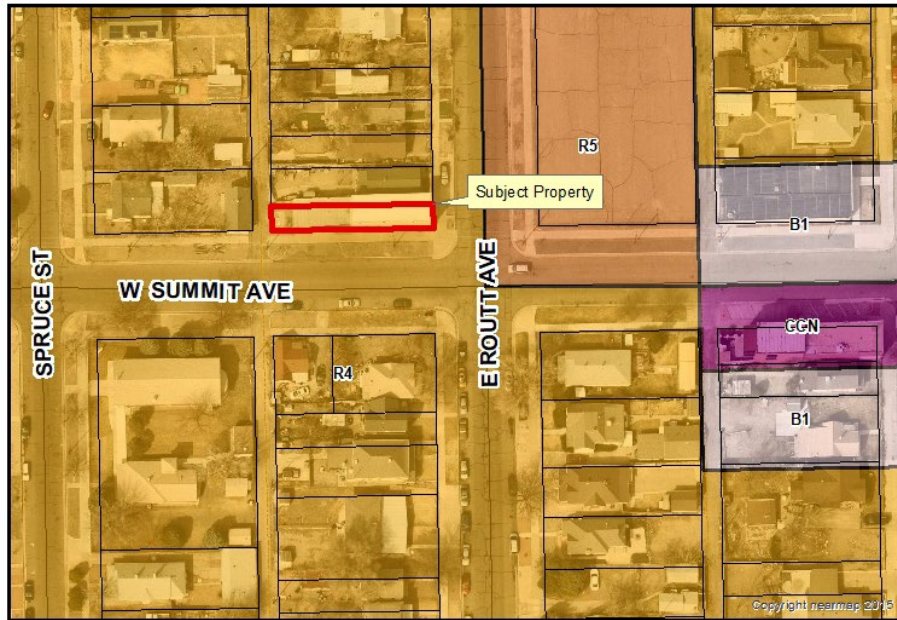
ATTACHMENTS:

- 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



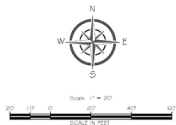
View along the sidewalk on Summit Avenue

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 30 feet of Summit Avenue adjacent to Lot 13, Block 28, Amended Plat of the Town of Bessemer, according to the plat and record, that is more fully described in Block 28 of Page 25 in the records of the Pueblo County Clerk and Recorder, lying east of the Alley and west of Block 28, Amended Plat of the Town of Bessemer, as described above.

RESERVATION: Reserving the north 5 feet of said Summit Avenue, as described above.

PURPOSE: For the purpose of a 6' 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

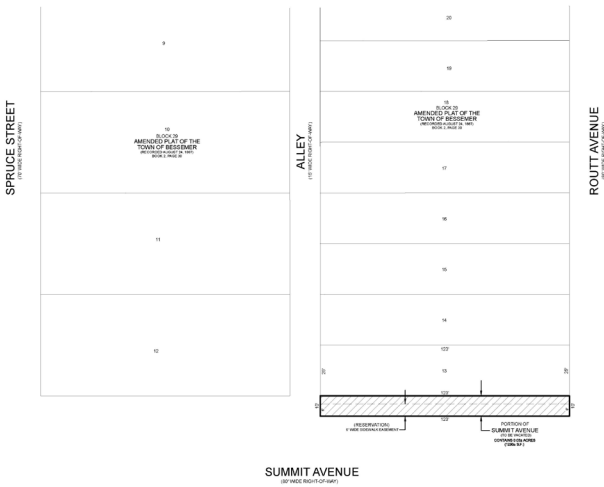
DATE

ORDINANCE NO.

PLAT FILED FOR RECORD

ORDINANCE RECEIVED NO.

PLAT RECEIVED NO.



- AS VACATED -

DATE	REVISION COMMENTS	PREPARED	DATE SUBMITTED	PROJECT: WITH ROUTE RESERVATION STREET VACATION, PUEBLO COUNTY, CO
				FILED
				FILED
				FILED

Cardinal Points
Surveying, Inc.
10000 E. 10th Ave., Suite 100
Pueblo, CO 81001
Tel: 719.244.1111
Fax: 719.244.1112
www.cardinalpointsurveying.com

Attachment D2. Amended Town of Bessemer Plat



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

--

Case 2 - Number

V-23-02

Case 3 - Number

--

P&Z

P&Z Hearing Date

05/10/2023

Case 1 - P&Z Hearing Results

--

Case 2 - P&Z Hearing Results

--

Case 3 - P&Z Hearing Results

--

City Council

City Council Hearing Date - First Reading

--

City Council Hearing Date - Final Reading

--

Case 1

Case 1 - City Council Hearing Results

--

Case 1 - Ordinance Number

--

Case 1 - Recording Number, if applicable

--

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

--

Case 2 - Ordinance Number

Case 2 - Recording Number, if applicable

--

--

Case 3

Case 4

Engineer, if applicable

Name

Company

--

--

Address

Zip

--

--

Phone Number

Email

--

--

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

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=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 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

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=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 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

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=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 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

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=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 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

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 25, 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. 10560

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 September 11, 2023.

Final adoption of Ordinance by City Council on September 25, 2023.



President of City Council

Action by the Mayor:

☒ Approved on September 27, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

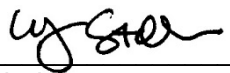
☐ Council did not act to override the Mayor's veto.

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

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

President of City Council

ATTEST

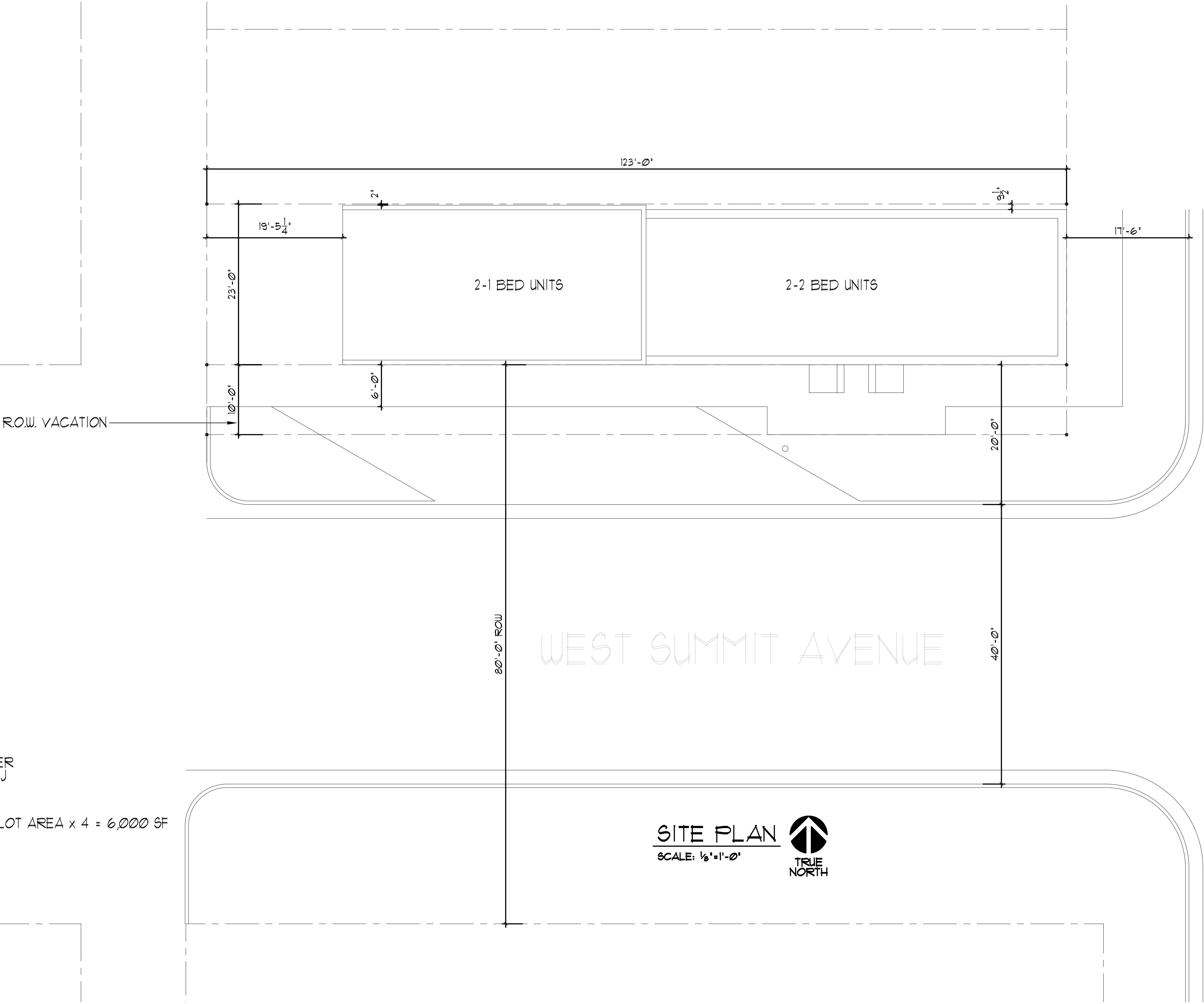


City Clerk

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

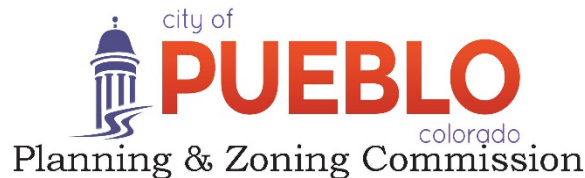


EAST ROUTT AVENUE

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.

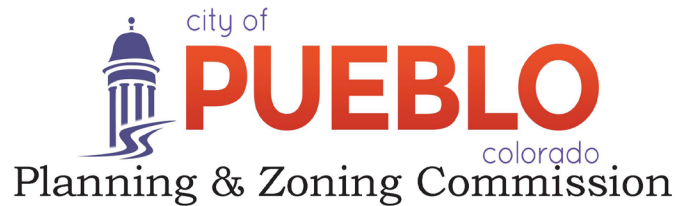
Commission Action: Bailey moved to recommend the application to City Council with 1 Staff Condition, seconded by Spinuzzi.

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

Compatibility:	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

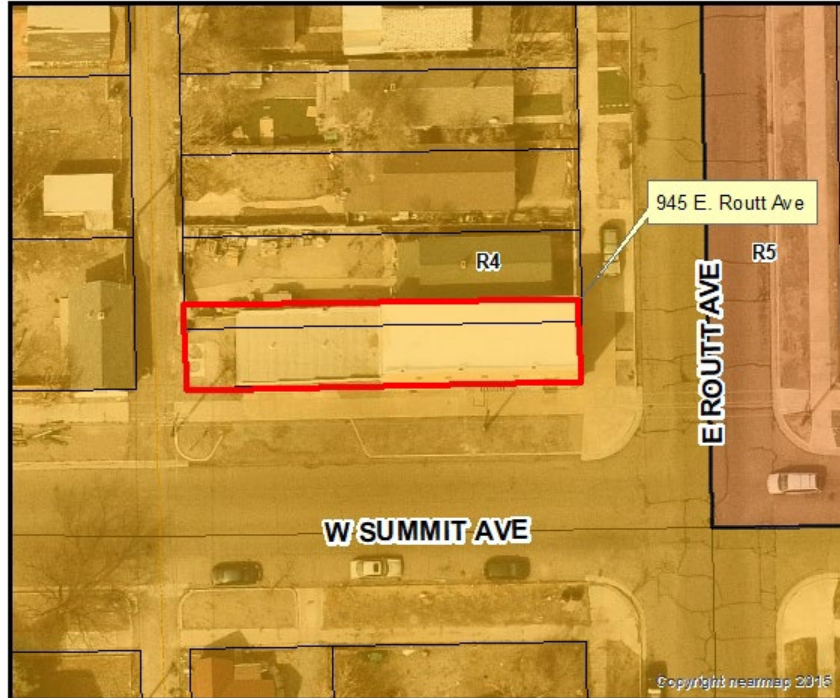
ATTACHMENTS:

- A. Aerial Photograph
- B. Zoning Map

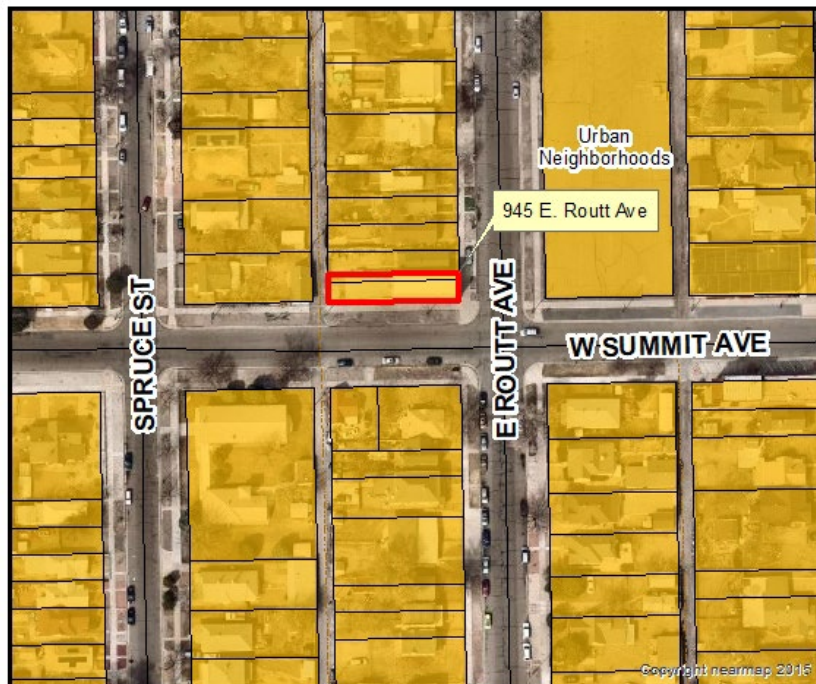
- C. Comprehensive Plan Map
- D. Neighborhood Vicinity Map of Other RCN and CCN Rezonings
- E. Site Photographs
- F. Excerpt of the 1893 Sanborn Fire Insurance map showing 945 E. Routt Ave
- G. Application
- H. Zoning Exhibit
- I. Preliminary Elevations
- J. Site Plan



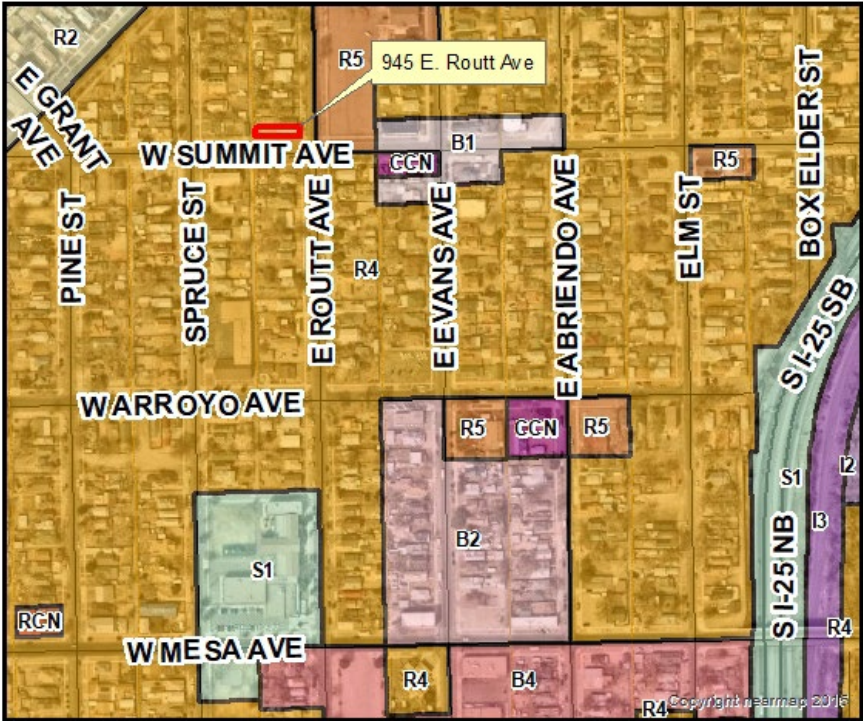
A. Aerial Photograph



B. Zoning



C. Comprehensive Plan Map



D. Neighborhood Zoning Overview Showing RCN and CCN Rezonings



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.



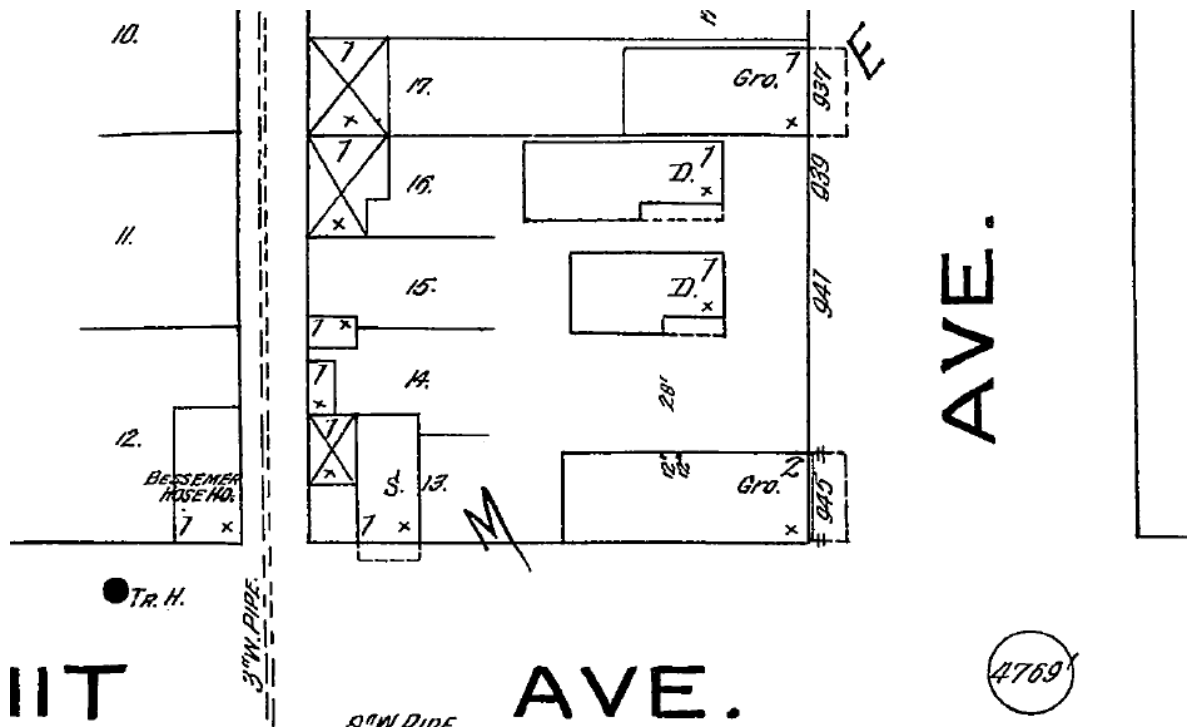
E6. Overview of the rear of the property.



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

		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 #: _____			
Property Owner			
Name: Keith Wilhite			
Company: Just Rite Properties, LLC			
Address: 2132 Vinewood Ln		Zip: 81005	
Phone: () 719 252 8865		Email: kwilhite5419@gmail.com	
Applicant			
Name: Weston Burrer			
Company: Weston C Burrer, Architect			
Address: 3335 Bobcat Lane		Zip: 81005	
Phone: () 719 250 4257		Email: weston@wcburrerarchitect.com	
Person or Firm Representing (If Different From) Owner or Applicant			
Name:			
Company:			
Address:		Zip:	
Phone: ()		Email:	
<i>The applicant will be the primary contact unless otherwise noted.</i>			
Project Location: 945 E. Routt (address or general description)			
Parcel# 1501306012			
Legal Description: S 23 FT LOT 13 BLK 29 BESSEMER			
Subdivision: 86 MINNEQUA PARK + BESEM		Acreage: .095	
Existing Zone District: R-4		Proposed Zone District: 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)

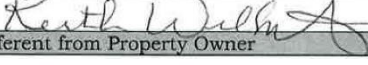
Statement of Facts:	
Justifying the zone change request. Be specific; use additional sheets if necessary.	
RCN allows use of property that is more than 25ft wide but less than 50ft like the existing zone district. Proposed development is 4 residential units.	
Description of area surrounding proposed 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.	
☒ 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.	
☐ 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.	
Office Use Only	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



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

2304261 02/13/2023 12:03:05 PM
Page: 1 of 2 R 18.00 D 0.00 T 18.00
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

(THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK)

2304261 02/13/2023 12:03:05 PM
Page: 2 of 2 2 18:00 D 0 00 Y 18:00
Candace Rivera Clerk/Recorder, Pueblo County, Co

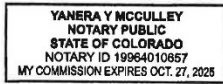
STATE OF COLORADO)
COUNTY OF PUEBLO) ss

The foregoing instrument was acknowledged before me the 7th 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.

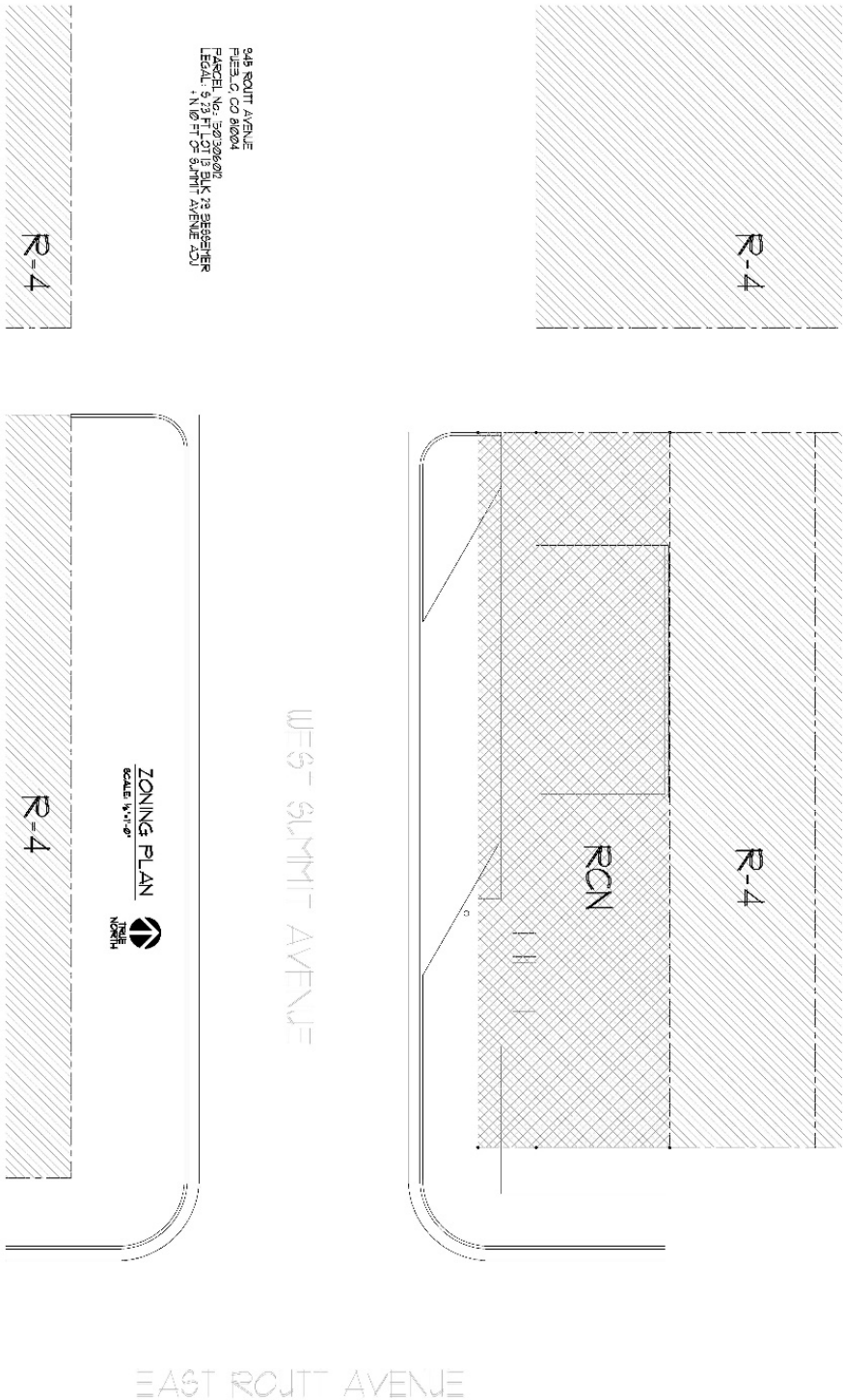
My commission expires: Oct 27, 2025

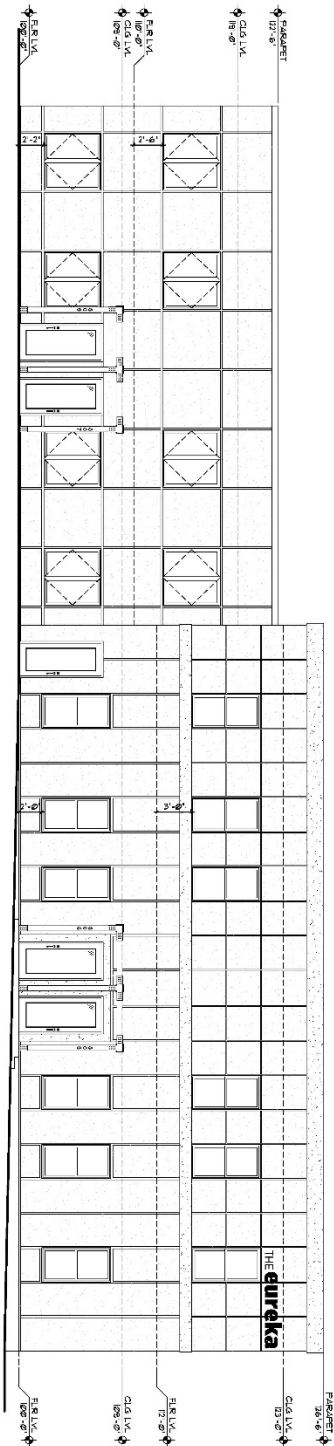
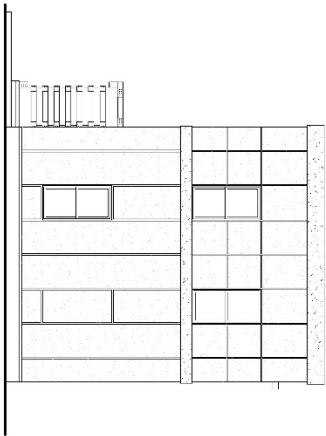
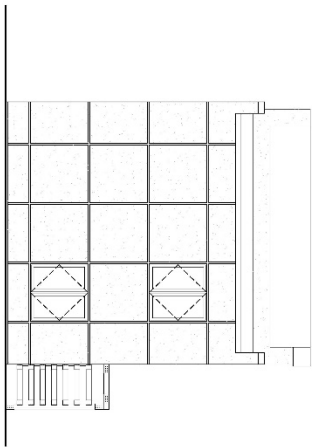
Yanera Y McCulley
Notary Public



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 *Julie Carter* Deputy





REVISIONS

1	12.23	
2	3.23	
3	3.23	

THE EUREKA APARTMENTS

503-505-507-509 SUMMIT AVENUE

PUEBLO, COLORADO 81004

weston c. burrer

architect

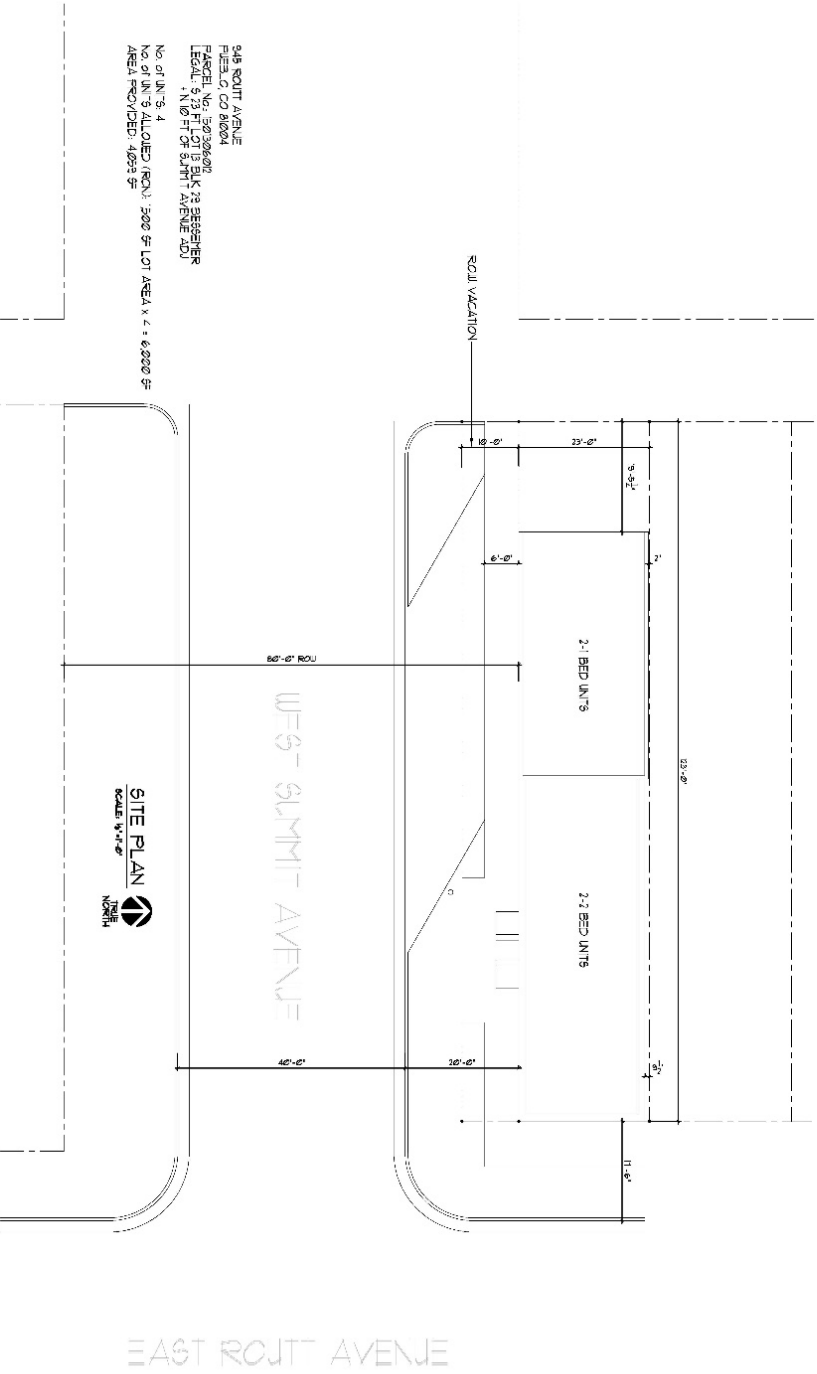
719.250.4257

WESTON.BURRER@GMAIL.COM

3335 BOBCAT LANE PUEBLO CO 81005

A2.1

SHEET



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=WUdnaHVGbnlCdHRrUHNhZnpPWG1Ydz09>, 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 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=WUdnaHVGbnlCdHRrUHNhZnpPWG1Ydz09>, 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 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=WUdnaHVGbnlCdHRrUHNhZnpPWG1Ydz09>, 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 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=WUdnaHVGbnlCdHRrUHNhZnpPWG1Ydz09>, 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 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

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".

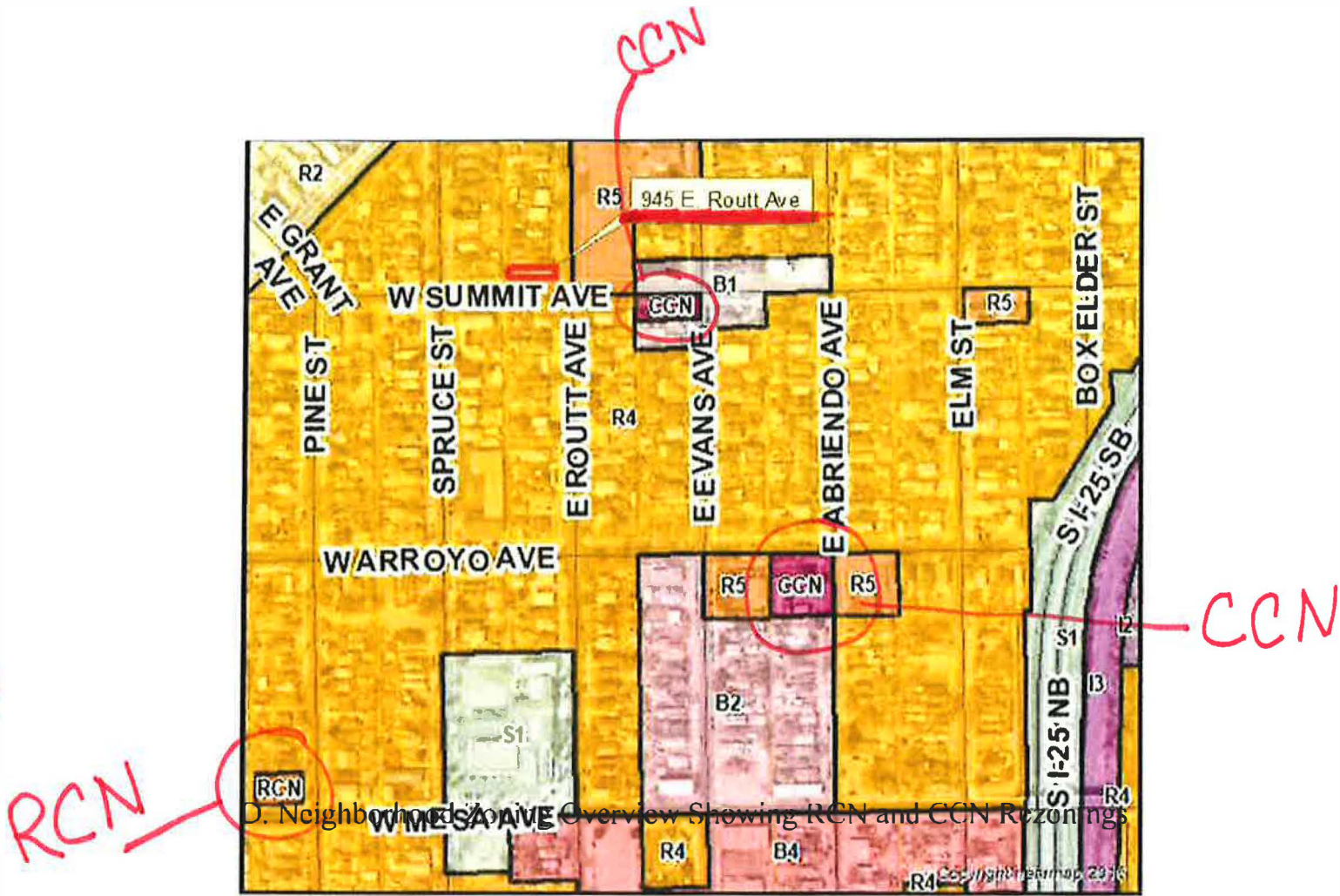
Owner	OwnerStreet	OwnerCity	OwnerState	OwnerZip
BELTRAN DAVID J	10 DONNINGTON ST	PUEBLO	CO	81005-5530
RUDOLF MARY / LEARNED DONALD B	10 NONA BROOKS DR	PUEBLO	CO	81005-2180
ARMIJO MANUEL + GARCIA MYRA ANN ,	1000 E ROUTT AVE	PUEBLO	CO	81004-2540
METOYER ALFRED	1004 E ROUTT AVE	PUEBLO	CO	81004-2540
HERNANDEZ 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

0
3
5
5
5
3
5
5
0
5
0
2
1
5
5
2
0
0
0
2
1
5
0
0
3
4
4
2
5
4
4
3
2
5
3
3
3
3
3
3
7
7
7
7
7
7

3
7
3
7
7
7
3
1

FIGURE D





Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 25, 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 4th 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. 10561

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 September 11, 2023.

Final adoption of Ordinance by City Council on September 25, 2023.



President of City Council

Action by the Mayor:

☒ Approved on September 27, 2023.

☐ Disapproved on _____ based on the following objections:


Mayor

Action by City Council After Disapproval by the Mayor:

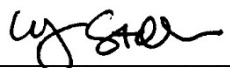
☐ Council did not act to override the Mayor's veto.

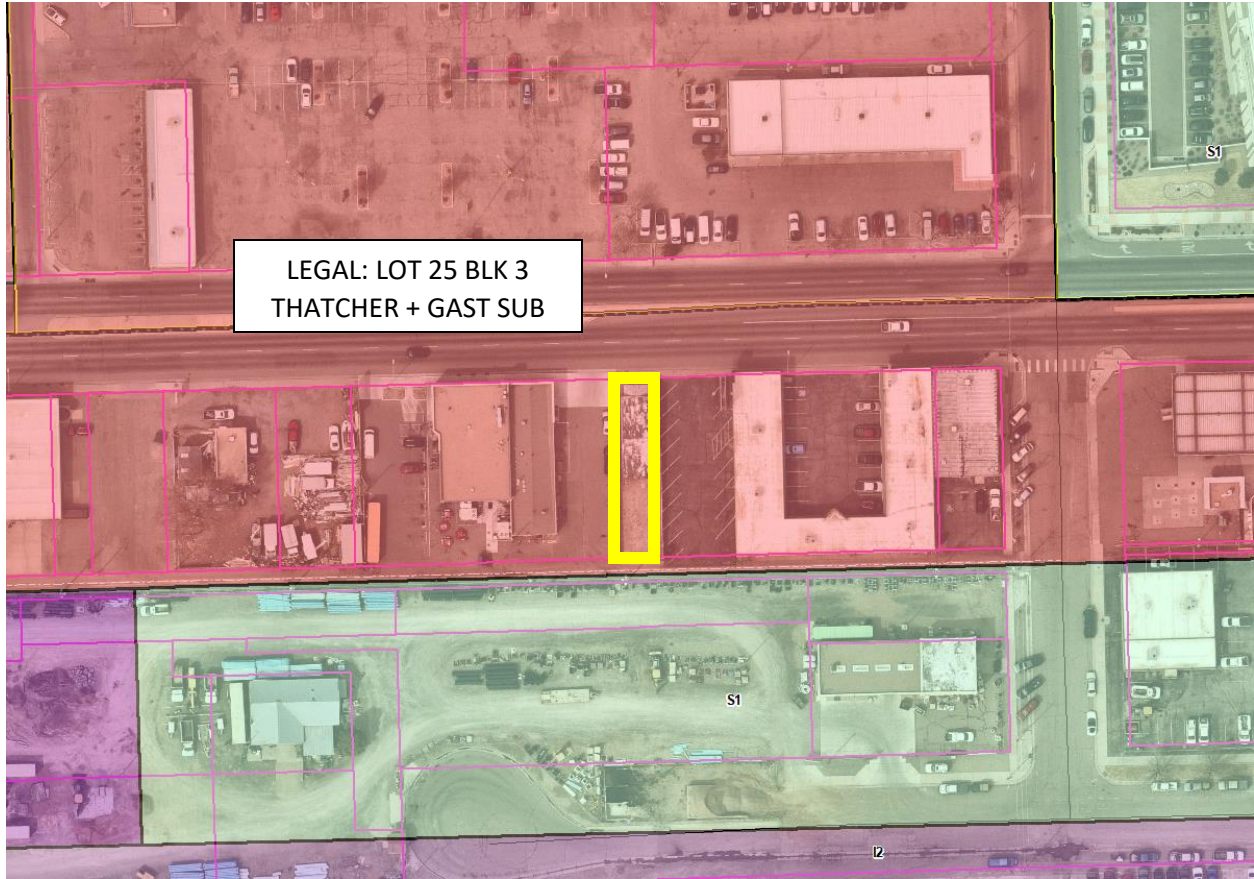
☐ Ordinance re-adopted on a vote of _____, on _____

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

President of City Council

ATTEST


City Clerk

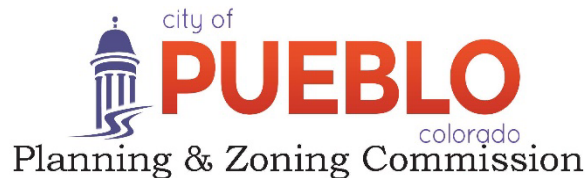


City of Pueblo 718 W 4th St Rezoning

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.

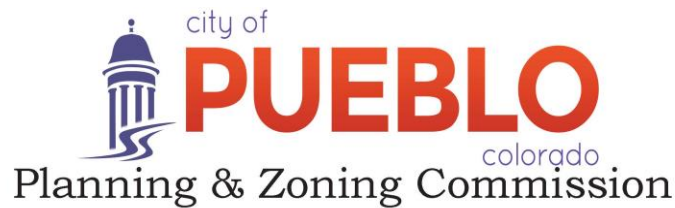
Commission Action: Bailey moved to recommend the application to City Council, seconded by Avalos.

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 4th 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 4th 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**

Site Character:	The site currently has an approximately 1,300 sq. ft. vacant structure.
Neighborhood Compatibility:	North B-4 Regional Business District, commercial retail and service uses. East B-4 Regional Business District, Retail Plaza South S-1 Government Use District, Pueblo Board of Waterworks West B-4 Regional Business District, Pueblo Rescue Mission Shelter
Comprehensive Plan Compliance:	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:

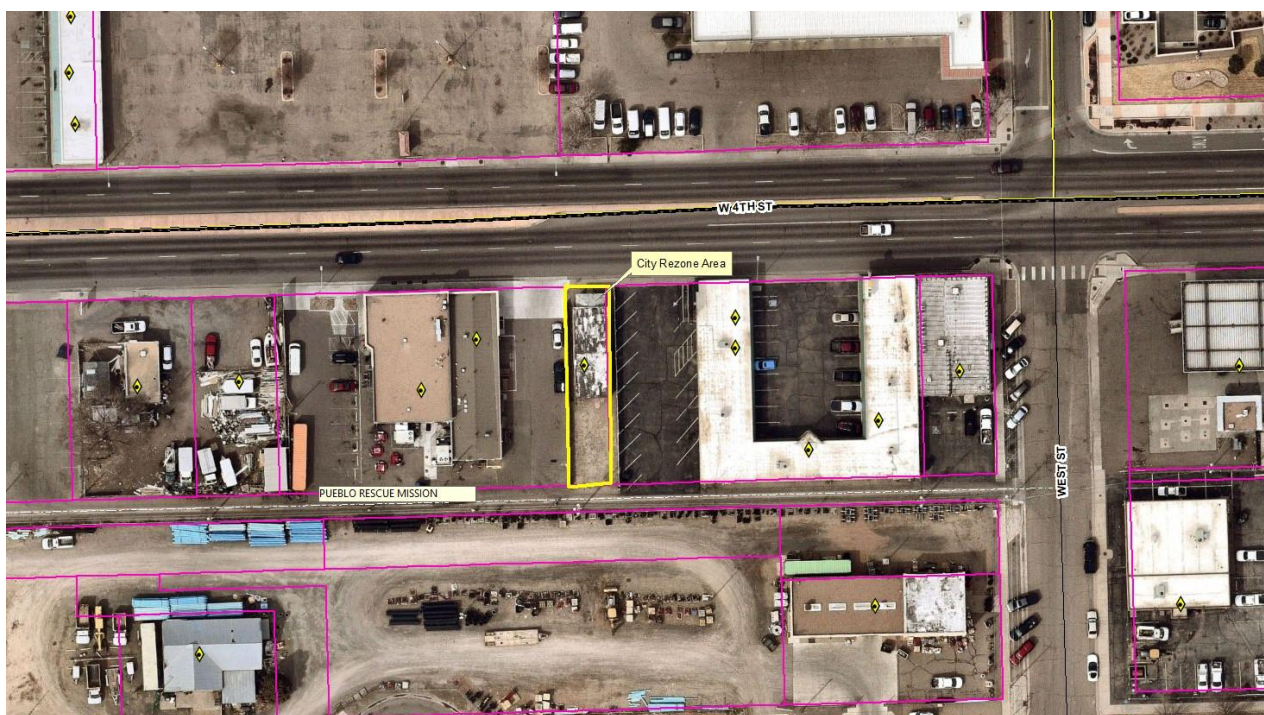
Staff recommends the Planning and Zoning Commission make the necessary findings of fact to forward a recommendation to City Council that the rezoning and proposed site plan be **APPROVED**.

REFERRAL AGENCIES AND COMMENTS:

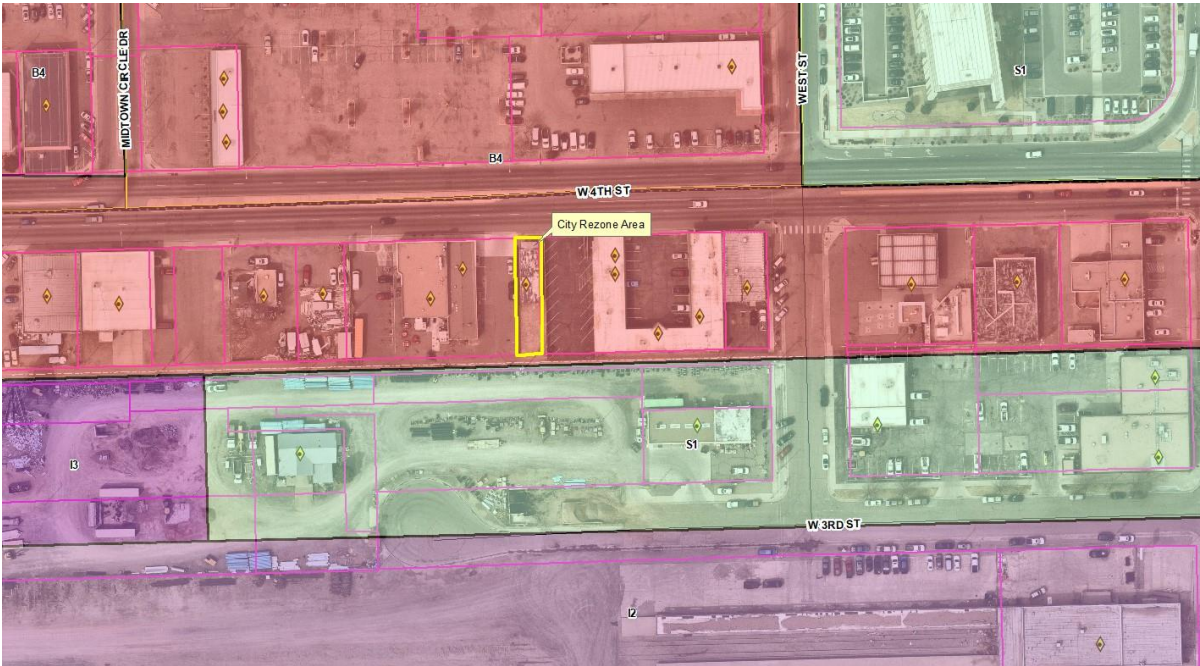
- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department- See attachment "F" Supporting Documents
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No comment
- Black Hills Energy-No comment
- CDOT-No comment

ATTACHMENTS:

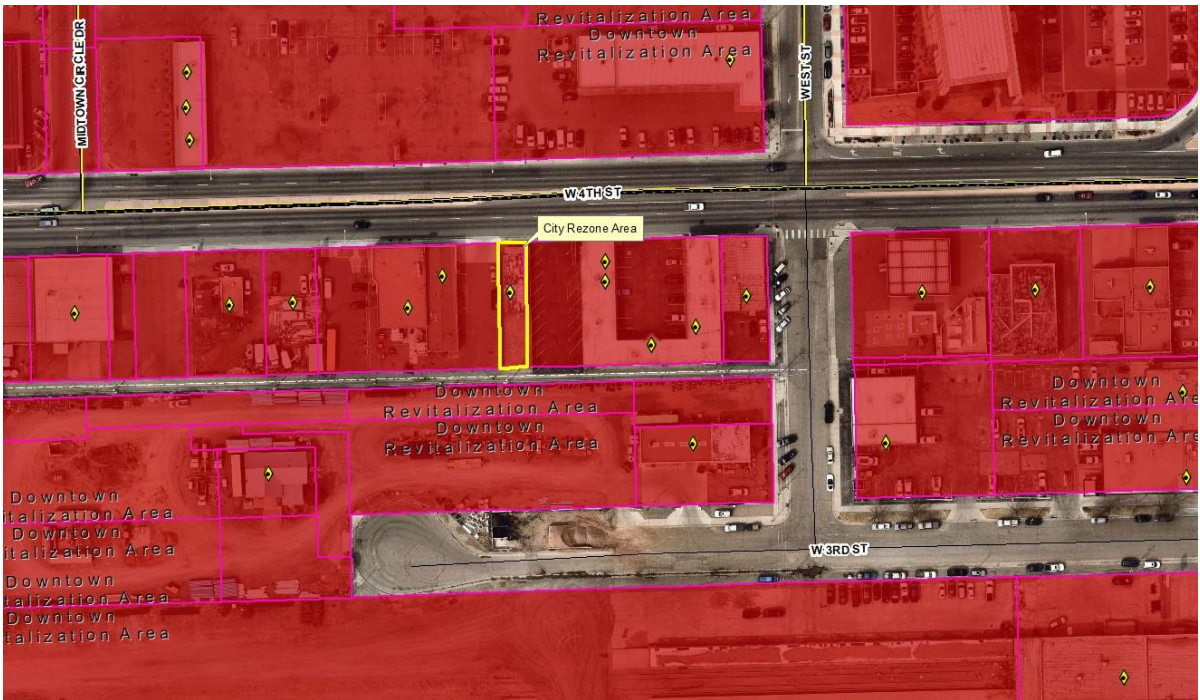
- A. Aerial Photograph
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photographs
- E. Zoning Exhibit
- F. Supporting Documents



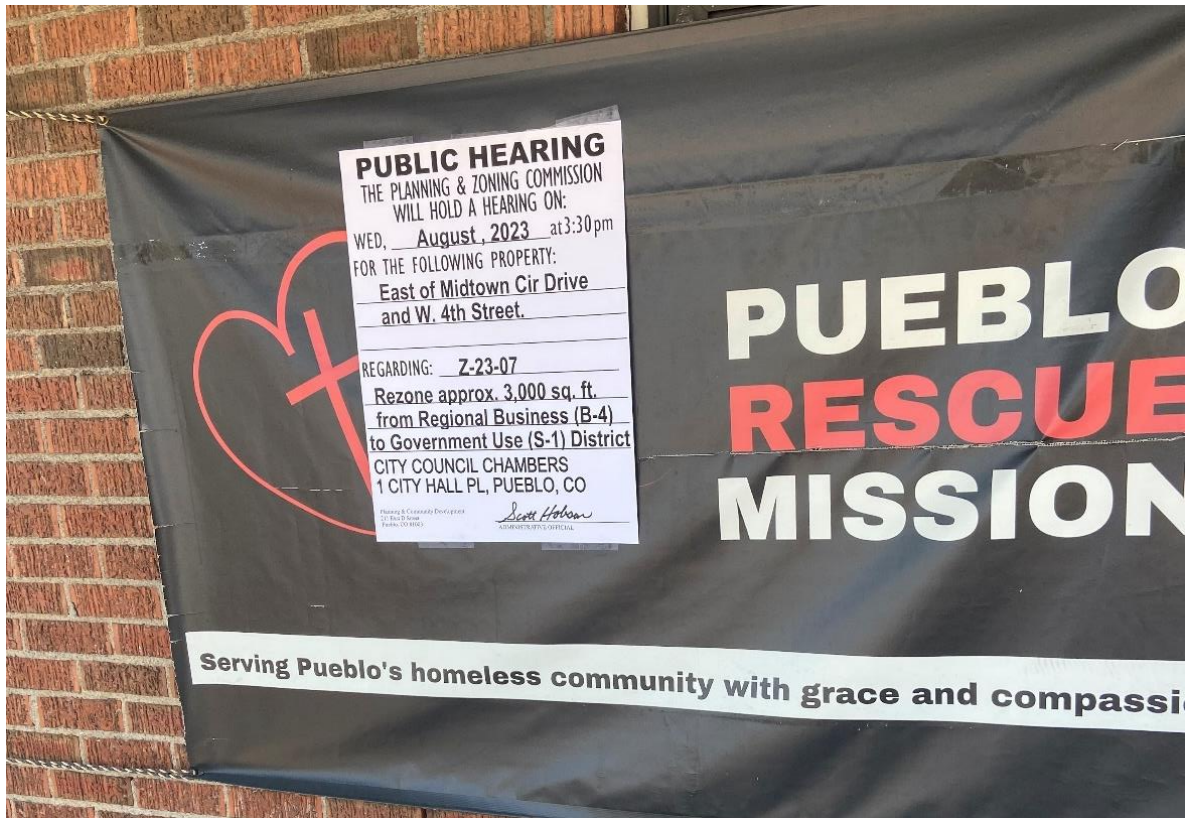
A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan Map



D. Site Photos, Public Notice



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
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 4th 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 4th 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 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

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 4th 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 4th 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 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

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 4th 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 4th 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 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

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 4th 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 4th 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 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

CASE NUMBER: Z-23-07

CERTIFICATION

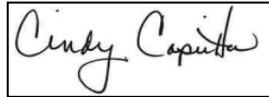
I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located at 718 W. 4th St. to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning 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".

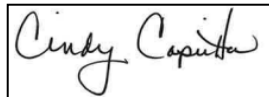
I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located at 718 W. 4th St., upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

July 25, 2023

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By

A rectangular box containing a handwritten signature in cursive script that reads "Cindy Caputo".

Owner	OwnerStreet	OwnerCity	OwnerState	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 25, 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. 10562

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 September 11, 2023.

Final adoption of Ordinance by City Council on September 25, 2023.



President of City Council

Action by the Mayor:

☒ Approved on September 27, 2023.

☐ Disapproved on _____ based on the following objections:



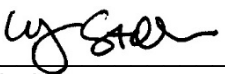
Mayor

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

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.

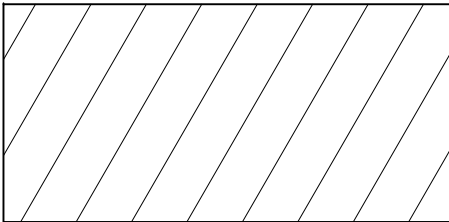
LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 AND THE NORTH TWENTY-TWO FEET OF LOT 14 IN BLOCK 1 IN MOORE'S SUBDIVISION OF A PORTION OF THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST AND THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF 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 :

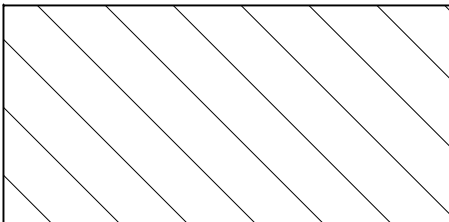
THE SOUTH 3 FEET OF LOT 14, AND ALL OF LOTS 15,16 AND 17, BLOCK 1, MOORE'S SUBDIVISION OF A PORTION OF THE W 1/2 OF THE NW 1/4 OF THE SW 1/4 OF SECTION 31 IN TOWNSHIP 20 SOUTH, RANGE 64 WEST AND OF THE E 1/2 OF THE NE 1/4 OF THE SE 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M

LEGEND:



AREA I-2 TO BE REZONED S-1

PUEBLO COUNTY ASSESSOR'S
PROPERTY INFORMATION AND
EXISTING ZONE

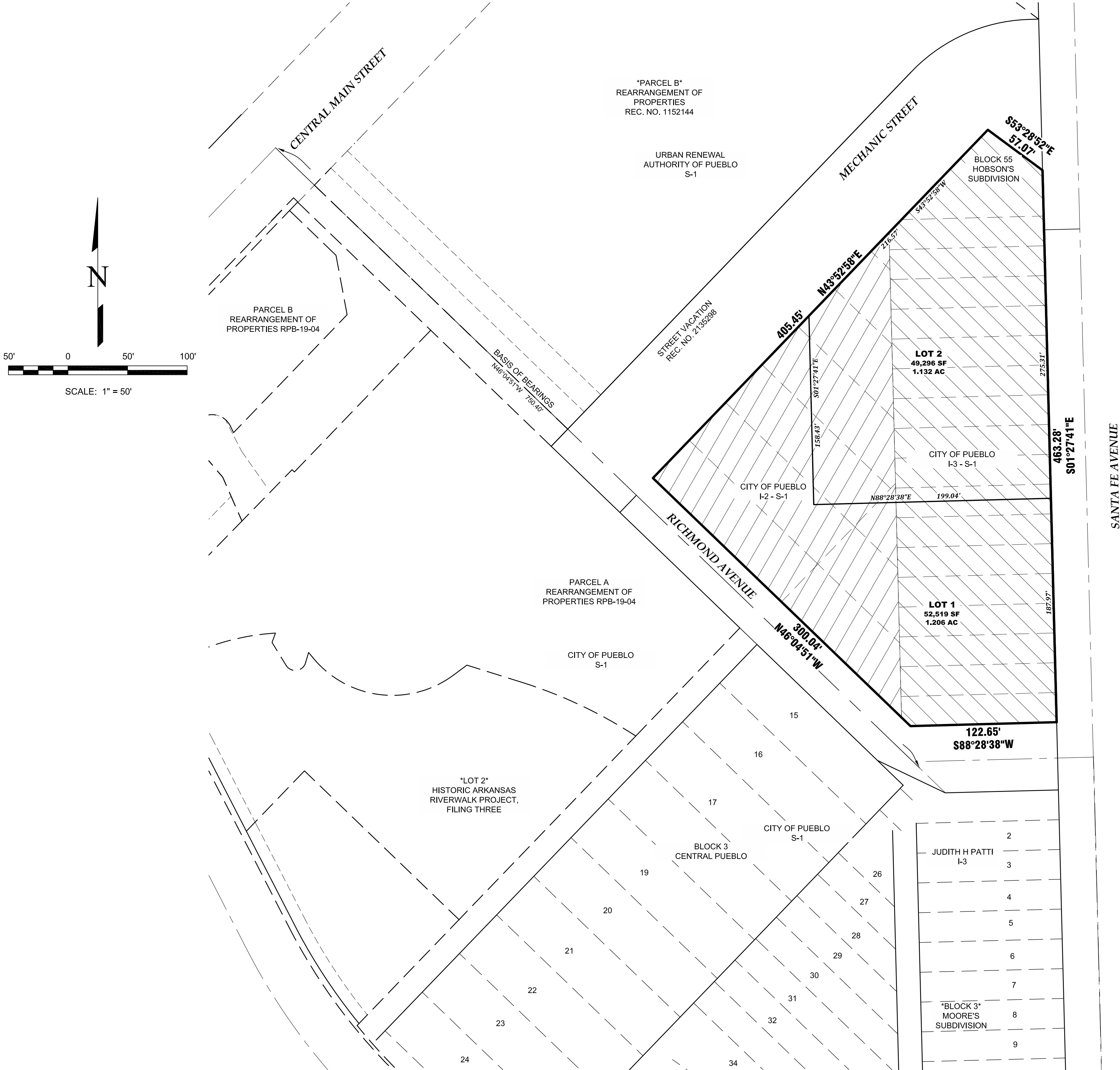


AREA I-3 TO BE REZONED S-1

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.



NO.	REVISIONS	DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.

926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206

4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247

HISTORIC ARKANSAS RIVERWALK PROJECT, FILING FOUR REZONE EXHIBIT

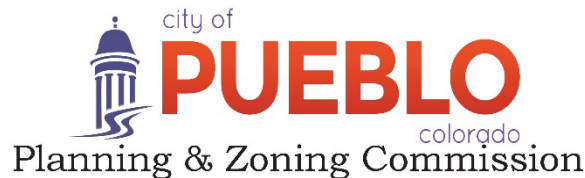
BEING A PORTION OF THE WEST HALF OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 64 WEST,
AND A PORTION OF THE EAST HALF OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1" = 50'
JOB NO.	2399-00
DATE CREATED	2/20/2023
DATE ISSUED	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

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.

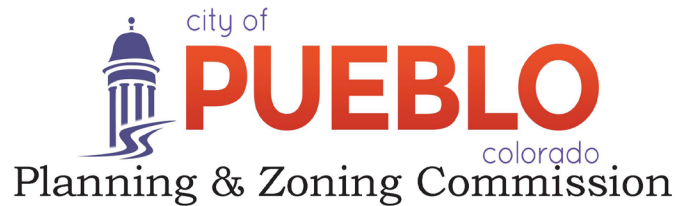
Commission Action: Bailey moved to recommend the application, seconded by Spinuzzi with recommended staff conditions 1-3.

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

Compatibility:	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.

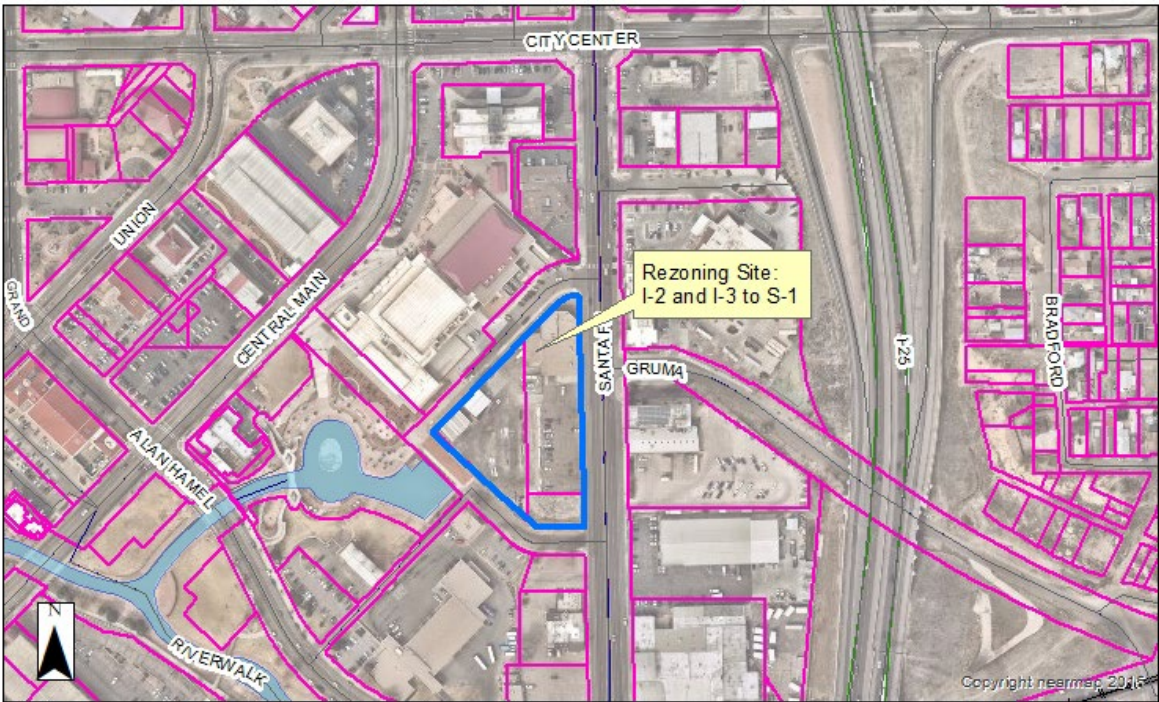
REFERRAL AGENCIES AND COMMENTS:

- 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

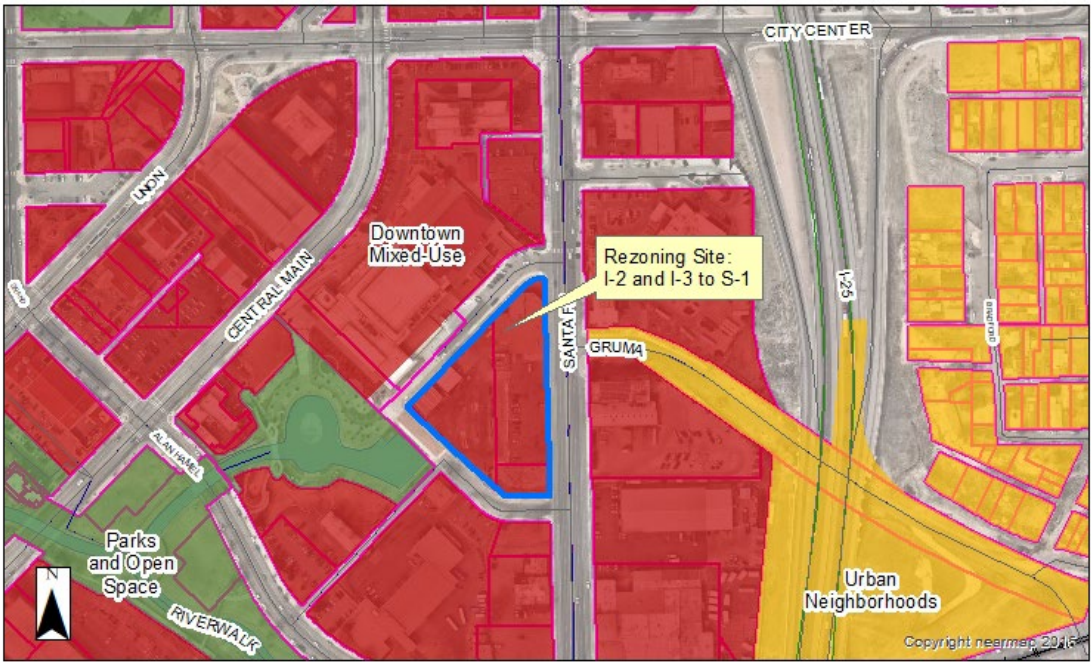
ATTACHMENTS:

- 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

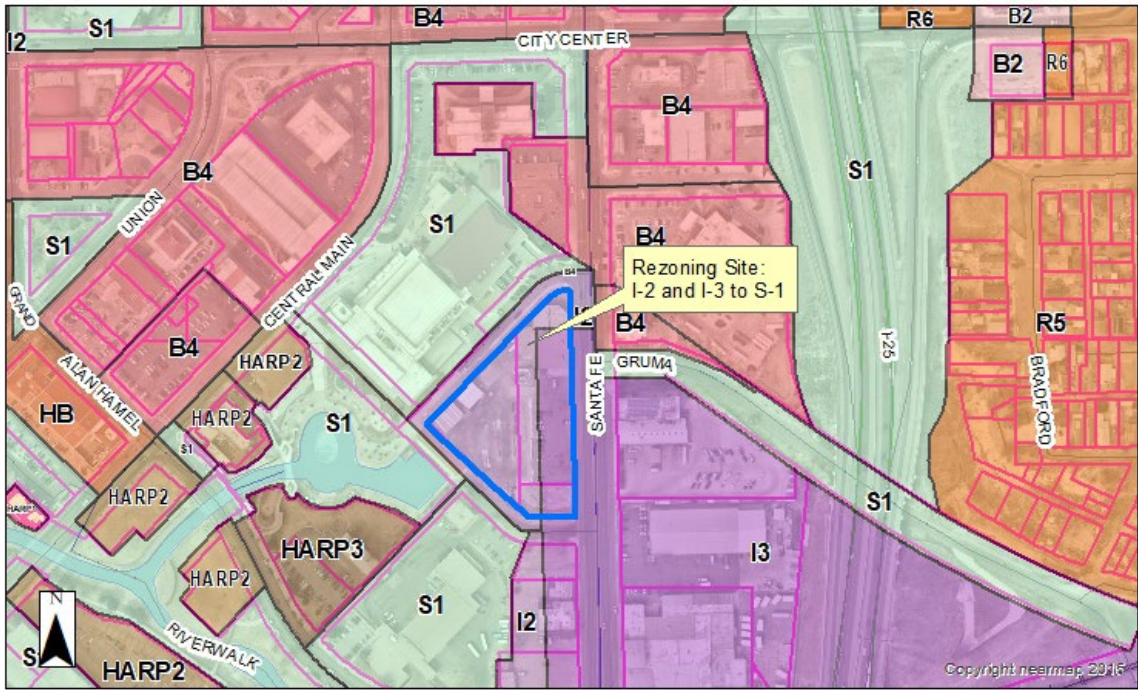
H. Preliminary HARP Phase IV Site Plan



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
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.

PARCEL A:
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.

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 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:

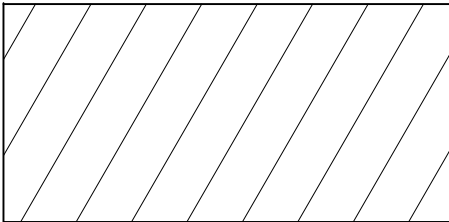
THE SOUTH 3 FEET OF LOT 14, AND ALL OF LOTS 15,16 AND 17, BLOCK 1, MOORE'S SUBDIVISION OF A PORTION OF THE W 1/2 OF THE NW 1/4 OF THE SW 1/4 OF SECTION 31 IN TOWNSHIP 20 SOUTH, RANGE 64 WEST AND OF THE E 1/2 OF THE NE 1/4 OF THE SE 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M

TOGETHER WITH:

VACATION OF RIGHT-OF-WAYS PER CITY ORDNANCE NO. _____, CENTRAL PUEBLO.

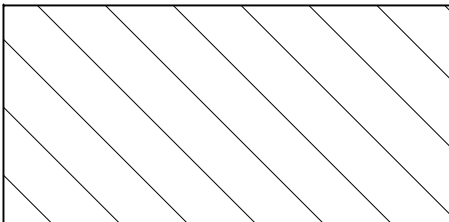
VACATION OF RIGHT-OF-WAYS PER CITY ORDINANCE NO. _____, HOBSON'S SUBDIVISION AMENDED.

LEGEND:



AREA I-2 TO BE REZONED S-1

PUEBLO COUNTY ASSESSOR'S
PROPERTY INFORMATION AND
EXISTING ZONE

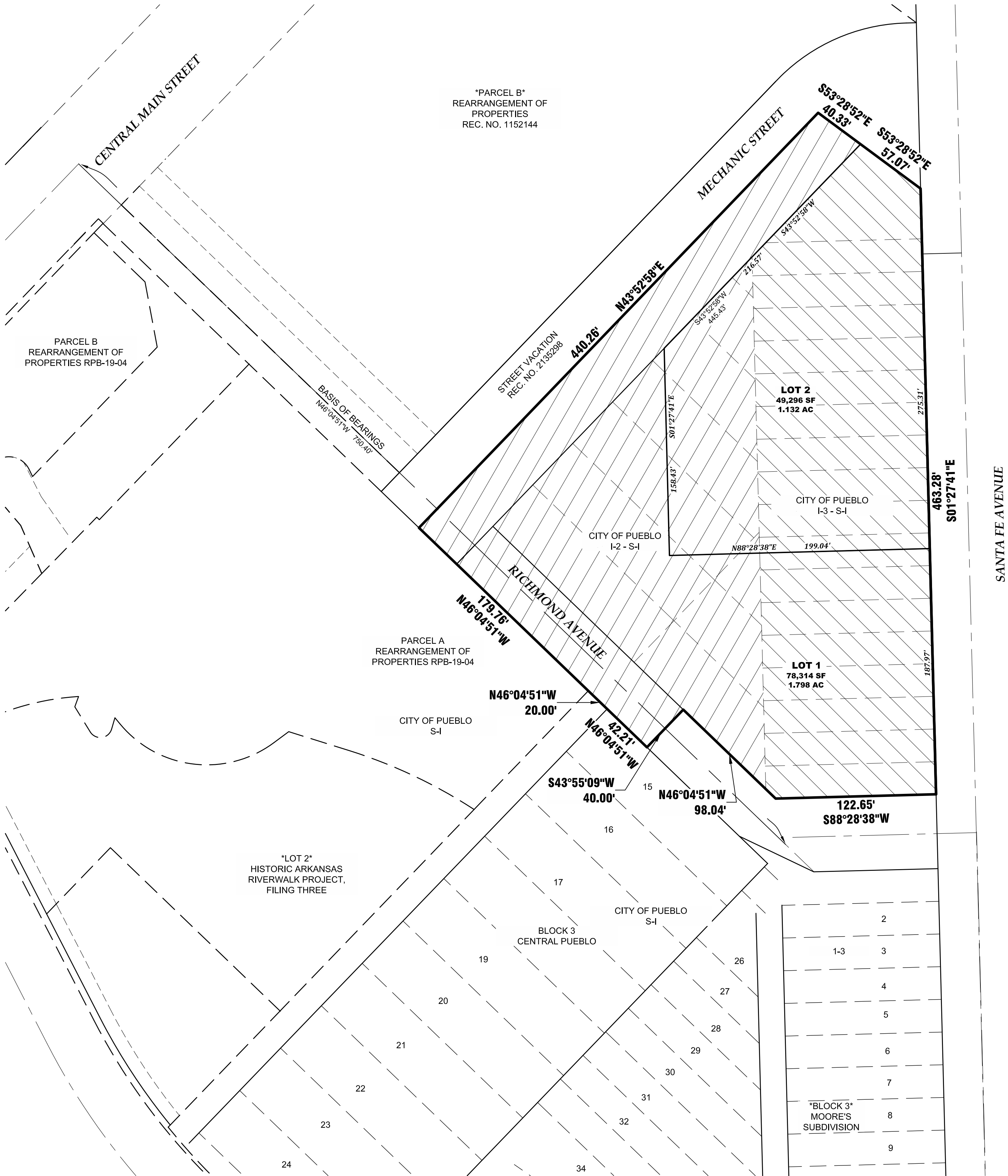
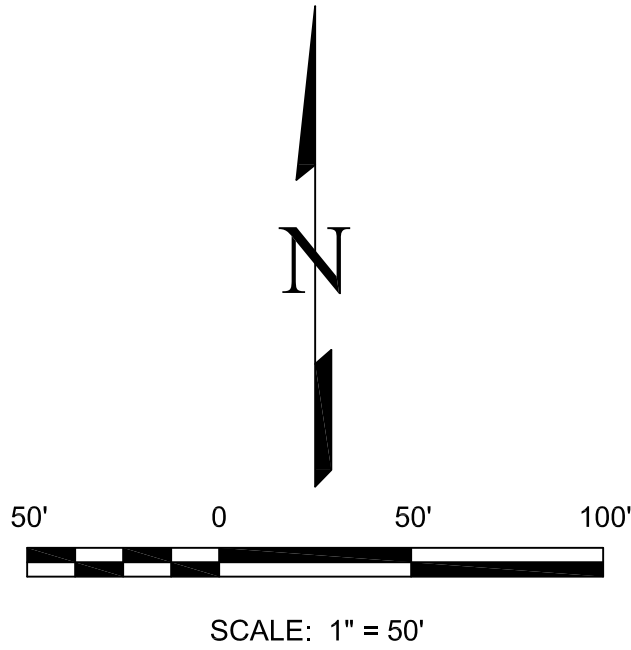


AREA I-3 TO BE REZONED S-1

PUEBLO COUNTY ASSESSOR'S
PROPERTY INFORMATION AND
EXISTING ZONE

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.



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

EDWARD-JAMES
SURVEYING, INC.

926 Elkon 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



REVISIONS	DESCRIPTION	DATE
NO.		

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 #: _____

Property Owner	
Name:	
Company: City of Pueblo	
Address: 200 South Main Street, Pueblo, CO	Zip: 81003
Phone: () 719-553-2790	Email:
Applicant	
Name: Same	
Company:	
Address:	Zip:
Phone: ()	Email:
Person or Firm Representing (If Different From) Owner or Applicant	
Name:	
Company:	
Address:	Zip:
Phone: ()	Email:
<i>The applicant will be the primary contact unless otherwise noted.</i>	
Project Location: 175 South Santa Fe Avenue, Pueblo, CO 81003 (address or general description)	
Parcel# 536426004, 536426005, and 526425003	
Legal Description: See attached Subdivision Boundary Legal Description	
Subdivision: See attached	Acreage: 2.930
Existing Zone District: I-2 and I-3	Proposed Zone District: 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.

Office Use Only	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



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.

Property Owner:			
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>		
Applicant:			
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 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 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 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 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 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 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 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

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