



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

**MONDAY, OCTOBER 28, 2024
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 Mark Aliff
- B. INVOCATION** Reverend Scott Schurle, Central Christian Church
- C. PLEDGE OF ALLEGIANCE**
- D. ROLL CALL**
- E. SPECIAL RECOGNITIONS**
 - E1 Proclamation Presentation: "Code Compliance Month - October 2024" - Karen Willson, Code Enforcement Manager & Code Enforcement Division Staff
 - E2 Proclamation Presentation: "Pueblo Water Day: 150th Anniversary - October 31, 2024" - Seth Clayton, Executive Director of Pueblo Water
- 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 October 15, 2024, as distributed.

 - J1 City Council Minutes October 15, 2024
- K. PUBLIC HEARINGS**
 - K1 Proposed 2025 Annual Budget

This Public Hearing is held for the purpose of receiving public testimony as it pertains to the 2025 Proposed Annual Budget per the requirements of Section 7-9 of the Charter for the City of Pueblo. ***Required Council Action:*** Open the Hearing, Receive Public Testimony, and Close the Hearing. **Council discussion is not required and there is no**

Council action at this time.

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 ratifying the award of an emergency construction contract in the amount of \$143,275.00 to Miller Pipeline LLC, an Indiana limited liability company authorized to do business in the State of Colorado, for Project No. 23-040 (SWAN03) - for emergency storm sewer point repair on 14th and Court and approving a change order in the amount of \$23,415.00 for additional work and materials, and authorizing and approving the Purchasing Agent's execution of the same
- M2 A Resolution awarding a construction contract in the amount of \$39,156.06 to Nunez Construction, Inc for Project No. 24-094, Mitchell Park Shelter Installation, setting forth \$7,831.21 for contingencies, and authorizing the Purchasing Agent to execute same
- M3 A Resolution ratifying the award of an emergency construction contract in the amount of \$22,487.00 to Russ Grading & Excavating LLC, a Colorado limited liability company, for Project No. 23-040 (SWAN03) - for emergency storm sewer point repair at the intersection of Evans Avenue and Washington Street and approving a change order in the amount of \$75,978.91 for additional work and materials, and authorizing and approving the Purchasing Agent's execution of the same
- M4 A Resolution adopting the 2024 Pueblo County Hazard mitigation plan
- M5 A Resolution tabling final action on the petition for the annexation area commonly known as the Pueblo Recreation Resort No. 1 Annexation for an additional period of not more than 180 days.
- M6 A Resolution tabling final action on the petition for the annexation of the area commonly known as the Pueblo Recreation Resort No. 2 Annexation for an additional period of not more than 180 days
- M7 A Resolution confirming the appointment by the Mayor of Anna Jones & Joe Treanor to complete a four-year term expiring August 30, 2027, on the ADA Advisory Committee

N. ORDINANCES – FIRST PRESENTATION

- N1 An Ordinance adding Section 304 of Chapter 1 of Title XI of the Pueblo Municipal Code adding the offense of Interference with a City Employee
- N2 An Ordinance amending Sections 402 and 403 of Chapter 1 of Title XI of the Pueblo Municipal Code amending the class of offense for damaging, defacing or destruction of property and amending the class level for said offenses.
- N3 An Ordinance amending zoning restrictions to Rezone 2.39-Acres from I-3, Heavy Industrial Zone District; S-1, Government Use Zone District; and S-3, Flood Plain District Zone District to I-3, Heavy Industrial Zone District and to Rezone 2.72-Acres from S-1, Government Use Zone District to I-2, Industrial Zone District

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 November 11, 2024, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

R. ORDINANCES – FINAL PRESENTATION

- R1 An Ordinance amending Pueblo Municipal Code on Marijuana, revising 11-10-103, 11-10-201 through 11-10-204, 11-10-505, 11-11-103, 11-11-201 through 11-11-204, and 11-11-505 - *Introduced October 15, 2024 by Councilor Roger Gomez*
- R2 An Ordinance amending Pueblo Municipal Code on alcohol beverages, revising 11-3-1 through 11-3-13, 11-3-15, 11-3-26, 11-3-41, 11-3-43 through 11-3-46, 11-3-50 through 11-3-52, 11-3-61 through 11-3-63, 11-3-72, and 11-3-74 through 11-3-78 - *Introduced October 15, 2024 by Councilor Roger Gomez*
- R3 An Ordinance approving, accepting, and budgeting a Multimodal Transportation and Mitigation Option Funds Grant Award, and applicable conditions pertaining thereto, between the City of Pueblo, a Colorado Municipal Corporation, the Pueblo Area Council of Governments, and Colorado Department of Transportation establishing Project No. PT2303, budgeting and appropriating \$65,000.00, and authorizing the Mayor to execute same - *Introduced October 15, 2024 by Councilor Roger Gomez*
- R4 An Ordinance amending Section 14-4-76 of the Pueblo Municipal Code relating to sales tax exemption with respect to occasional sales by state qualifying charitable organizations and increasing the annual qualifying amount for occasional sales to make consistent with state statute - *Introduced October 15, 2024 by Councilor Roger Gomez*
- R5 An Ordinance amending Section 14-4-76 of the Pueblo Municipal Code relating to essential and nonessential articles furnished in connection with the sale of taxable food and making same consistent with the laws of the State Of Colorado - *Introduced October 15, 2024 by Councilor Roger Gomez*
- R6 An Ordinance electing to certify Abatement Assessment Roll No. 2024-1 to the County Treasurer and to have the County Treasurer collect in the same manner as other taxes - *Introduced October 15, 2024 by Councilor Roger Gomez*
- R7 An Ordinance approving an Agreement Amending Employment Agreement dated October 9, 2018 Between Key Structures, LLC, a Colorado Limited Liability Company and the City of Pueblo, A Colorado Municipal Corporation, accepting an Irrevocable Letter of Credit From FirstBank on behalf of Key Structures, LLC in the amount of \$1,225,414.71, and approving a Subordination Agreement by and between Key Structures, LLC, a Colorado Limited Liability Company, Aboda Pueblo, LLC, a Colorado Limited Liability Company, the City of Pueblo, a Colorado Municipal Corporation, and the Colorado Housing and Finance Authority (CHFA) - *Introduced October 15, 2024 by Councilor Roger Gomez*

S. QUASI-JUDICIAL PROCEEDINGS

- S1 An Ordinance approving the North Vista Highlands, Filing No. 10 Subdivision - *Introduced October 15, 2024 by Councilor Roger Gomez*
- S2 An Ordinance approving the North Vista Highlands, Filing No. 11 Subdivision - *Introduced October 15, 2024 by Councilor Roger Gomez*
- S3 An Ordinance approving the North Vista Highlands, Filing No. 12 Subdivision - *Introduced October 15, 2024 by Councilor Roger Gomez*

- S4 An Ordinance approving the North Vista Highlands, Filing No. 13 Subdivision - *Introduced October 15, 2024 by Councilor Roger Gomez*
- S5 An Ordinance designating 115 East Routt Avenue, Pueblo Divine Science Church, as a Local Historic Landmark - *Introduced October 15, 2024 by Councilor Roger Gomez*
- S6 An Ordinance amending zoning restrictions to rezone 634 Goodnight Avenue from R-2, Single-Family Residential Zone District to CCN, Commercial Charter Neighborhood Zone District - *Introduced October 15, 2024 by Councilor Roger Gomez*
- S7 An Ordinance amending zoning restrictions to rezone 3215 Lake Avenue, located south of Pueblo Boulevard and west of Lake Avenue from I-2, Industrial Zone District to R-6, Multiple Residential and Commercial Zone District - *Introduced October 15, 2024 by Councilor Roger Gomez*
- S8 An Ordinance amending zoning restrictions of the Belmont Place, Planned Unit Development to a combination of three zone districts: B-3, Highway and Arterial Business Zone District, R-2, Single Family Residential Zone District and R-5, Multiple-Residential and Office Zone District - *Introduced October 15, 2024 by Councilor Roger Gomez*
- S9 An Ordinance approving the Belmont Place Subdivision, Filing No. 1 - *Introduced October 15, 2024 by Councilor Roger Gomez*

T. EMERGENCY ORDINANCES

- T1 An Emergency Ordinance amending Ordinance No. 10582 to allow the Mayor, during declared temporary housing and shelter emergencies, to authorize the property located at 710 W. 4th Street to operate as an overnight emergency shelter and suspending ordinances and regulations of the City in conflict therewith

U. COUNCIL MEMBER CONFLICT OF INTEREST

Councilor Regina Maestri may ask to be excused from the meeting due to a conflict of interest with agenda item number U-1

- U1 A Citizen filed an ethics complaint against Councilor Regina Maestri

V. ADJOURN



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
TUESDAY, OCTOBER 15, 2024 - 7:00 PM
MINUTES**

A. CALL TO ORDER

President Aliff called the meeting to order at 7:12 pm.

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

Council Members Present: Mark Aliff, Brett Boston, Dennis Flores, Roger Gomez, Joe Latino, Regina Maestri, Sarah Martinez.

Council Members Present via Zoom: None.

Council Members Absent: None.

Administrative Staff Members Present: Mayor Heather Graham, Chief of Staff Brian McCain, City Attorney Carla Sikes, Deputy City Clerk Vincent Petkosek.

E. SPECIAL RECOGNITIONS

E1 PROCLAMATION PRESENTATION: "DOMESTIC VIOLENCE AWARENESS MONTH - OCTOBER 2024" - SANDY MORRISON, DIRECTOR OF DEVELOPMENT AND OPERATIONS AT MARIPOSA CENTER FOR SAFETY

F. PUBLIC FORUM

- * George Koncilja - Bathhouse.
- * Renee Smith - Abortion.
- * Jacquelin Montez - Reproductive Freedom.
- * Rebecca Wolf - Abortion.
- * James Harvey - Abortion.
- * Jennifer Horn - PHRC Letter

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 Flores, moved to withdraw N7 and move N18 to the beginning of the regular meeting and approve the agenda as amended.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion 7-0.

J. READING AND APPROVAL OF MINUTES

J1 CITY COUNCIL MEETING MINUTES 09/23/2024

Councilor Maestri, seconded by Councilor Latino, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **September 23, 2024**, as distributed.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion 7-0.

K. COMMUNICATIONS

K1 SUBMISSION OF THE MAYOR'S RECOMMENDED BUDGET FOR THE FISCAL YEAR 2025

REQUIRED COUNCIL ACTION: MOTION TO RECEIVE THE 2025 PROPOSED BUDGET, SET THE BUDGET PUBLIC HEARING FOR MONDAY, OCTOBER 28, 2024, AND ORDER THE NOTICE OF BUDGET PUBLIC HEARING TO BE PUBLISHED.

Councilor Martinez, seconded by Councilor Gomez, moved to receive the 2025 proposed budget, set the budget public hearing for Monday, October 28, 2024, and order the notice of budget public hearing to be Published.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion 7-0.

L. CONSENT AGENDA

Deputy City Clerk Vincent Petkosek read the Consent Agenda into the record.

M. RESOLUTIONS

M1 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$2,332,401.25 TO RUSS GRADING AND EXCAVATING LLC AND SETTING FORTH \$466,480 FOR CONTINGENCIES AND ADDITIONAL WORK, FOR PROJECT NO. 24-113 (WW2001) WEST SIDE INTERCEPTOR UPSIZE PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

This Resolution was assigned as 15777.

M2 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$1,438,085 TO MILLER PIPELINE LLC AND SETTING FORTH \$287,617 FOR CONTINGENCIES AND ADDITIONAL WORK FOR PROJECT NO. 24-114 (CI2113) SANITARY SEWER EXTENSION AT NORTHERN AVENUE

PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

This Resolution was assigned as 15778.

- M3 A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$262,925.00 TO RESPEC COMPANY, LLC, A SOUTH DAKOTA LIMITED LIABILITY COMPANY, FOR PROJECT NO. 24-098 STATE FAIR AND BESSEMER NEIGHBORHOOD DRAINAGE IMPROVEMENTS DESIGN AND ANALYSIS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME**

This Resolution was assigned as 15779.

- M4 A RESOLUTION APPROVING CONTRACT AMENDMENT NO. 2 IN THE AMOUNT OF \$210,319.65 TO PYRAMID CONSTRUCTION, INC., FOR PROJECT NO. 24-030, ASPHALT AND UTILITY IMPROVEMENTS – DILLON DRIVE (RR BRIDGE TO EAGLERIDGE BOULEVARD), AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 15780.

- M5 A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES IN THE AMOUNT OF \$125,000.00 TO CMTA, INC., FOR PROJECT NO. 24-077 ENERGY PERFORMANCE CONTRACTING AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 15781.

- M6 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$100,000.00 TO ROCKIES ENVIRONMENTAL AND DEMOLITION SERVICES, FOR PROJECT NO. 24-053, ABATE AND DEMOLISH - 519 WEST 11TH STREET (CDBG), SETTING FORTH \$12,500.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 15782.

- M7 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$69,391.90 TO FRPHI ECS & LANDSCAPING AND SETTING FORTH \$13,878.00 FOR CONTINGENCIES AND ADDITIONAL WORK FOR PROJECT NO. 24-111 (WWAN04) WASTEWATER RECLAMATION FACILITY SAND BED REHABILITATION PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME**

This Resolution was assigned as 15783.

- M8 A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$33,584.80 TO PARKER EXCAVATING INC., A COLORADO CORPORATION, FOR PROJECT NO. 23-040 (SWAN03) - FOR EMERGENCY STORM SEWER POINT REPAIR ON GATEWAY DRIVE AND APPROVING A CHANGE ORDER IN THE AMOUNT OF \$5,644.44 FOR ADDITIONAL WORK AND MATERIALS, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME**

This Resolution was assigned as 15784.

- M9 A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY**

CONSTRUCTION CONTRACT IN THE AMOUNT OF \$16,600.00 TO PARKER EXCAVATING INC., A COLORADO CORPORATION, FOR PROJECT NO. 23-040 (SWAN03) - FOR EMERGENCY STORM SEWER POINT REPAIR AT 2116 TORONTO STREET AND APPROVING A CHANGE ORDER IN THE AMOUNT OF \$6,249.88 FOR ADDITIONAL WORK AND MATERIALS, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

This Resolution was assigned as 15785.

M10 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$14,051.00 TO DOUG VAUGHN, LLC FOR PROJECT NO. 24-102, CONCRETE IMPROVEMENTS - 200 BLOCK WEST 3RD STREET, SETTING FORTH \$3,000.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15786.

M11 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$8,425.29 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 2911 COUNTRY CLUB DR., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

This Resolution was assigned as 15787.

M12 A RESOLUTION APPROVING MASTER CONTRACTS FOR PROFESSIONAL CIVIL GEOTECHNICAL ENGINEERING CONSULTING SERVICES BETWEEN PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND KUMAR & ASSOCIATES, INC., ROCKSOL CONSULTING GROUP, INC., AND GEOCAL, INC., FOR PROJECT NO. 24-059 GEOTECHNICAL AND MATERIALS TESTING SERVICES AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15788.

M13 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF JOSHUA CARPENTER AND JACQUELINE RUTHERFORD TO SERVE A THREE-YEAR TERM EXPIRING NOVEMBER 1, 2027, ON THE PUEBLO STREETSCAPE ADVISORY COMMITTEE

This Resolution was assigned as 15789.

M14 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF VELISSIA ARZAPALO TO COMPLETE A THREE-YEAR TERM EXPIRING DECEMBER 31, 2025, ON THE PUEBLO HUMAN RELATIONS COMMISSION

This Resolution was assigned as 15790.

M15 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF RAYMOND CHAVEZ, JR. TO COMPLETE A FOUR-YEAR TERM EXPIRING JANUARY 1, 2026, ON THE HISTORIC PRESERVATION COMMISSION

This Resolution was assigned as 15791.

M16 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-37) TO THE YMCA OF PUEBLO FOR THE USE OF ONE LANE OF

SPAULDING AVENUE AND ONE LANE OF PARKER BLVD. for their 2024 YMCA
Spooky Sprint 5K run/walk event

This Resolution was assigned as 15792.

**M17 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT
(REV-24-33) TO THE HARP AUTHORITY FOR THE USE OF VICTORIA
STREET FROM THE HARP PARKING LOT AT 101 SOUTH VICTORIA AVENUE
TO GREENWOOD FOR THE PURPOSE OF FACILITATING A "FRIGHT NIGHT"
EVENT**

This Resolution was assigned as 15793.

N. ORDINANCES – FIRST PRESENTATION

**N1 AN ORDINANCE AMENDING PUEBLO MUNICIPAL CODE ON MARIJUANA,
REVISING 11-10-103, 11-10-201 THROUGH 11-10-204, 11-10-505, 11-11-103,
11-11-201 THROUGH 11-11-204, AND 11-11-505**

**N2 AN ORDINANCE AMENDING PUEBLO MUNICIPAL CODE ON ALCOHOL
BEVERAGES, REVISING 11-3-1 THROUGH 11-3-13, 11-3-15, 11-3-26, 11-3-41,
11-3-43 THROUGH 11-3-46, 11-3-50 THROUGH 11-3-52, 11-3-61 THROUGH 11-
3-63, 11-3-72, AND 11-3-74 THROUGH 11-3-78**

**N3 AN ORDINANCE APPROVING, ACCEPTING, AND BUDGETING A
MULTIMODAL TRANSPORTATION AND MITIGATION OPTION FUNDS GRANT
AWARD, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN
THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, THE
PUEBLO AREA COUNCIL OF GOVERNMENTS, AND COLORADO
DEPARTMENT OF TRANSPORTATION ESTABLISHING PROJECT NO.
PT2303, BUDGETING AND APPROPRIATING \$65,000.00, AND AUTHORIZING
THE MAYOR TO EXECUTE SAME**

**N4 AN ORDINANCE AMENDING SECTION 14-4-76 OF THE PUEBLO MUNICIPAL
CODE RELATING TO SALES TAX EXEMPTION WITH RESPECT TO
OCCASIONAL SALES BY STATE QUALIFYING CHARITABLE
ORGANIZATIONS AND INCREASING THE ANNUAL QUALIFYING AMOUNT
FOR OCCASIONAL SALES TO MAKE CONSISTENT WITH STATE STATUTE**

**N5 AN ORDINANCE AMENDING SECTION 14-4-76 OF THE PUEBLO MUNICIPAL
CODE RELATING TO ESSENTIAL AND NONESSENTIAL ARTICLES
FURNISHED IN CONNECTION WITH THE SALE OF TAXABLE FOOD AND
MAKING SAME CONSISTENT WITH THE LAWS OF THE STATE OF
COLORADO**

**N6 AN ORDINANCE ELECTING TO CERTIFY ABATEMENT ASSESSMENT ROLL
NO. 2024-1 TO THE COUNTY TREASURER AND TO HAVE THE COUNTY**

TREASURER COLLECT IN THE SAME MANNER AS OTHER TAXES

- N7 AN ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND COLORADO ENERGY RECYCLERS, LLC FOR THE USE OF 13-ACRES OF CITY-OWNED PROPERTY CONTAINED WITHIN LOT 1, ST. CHARLES INDUSTRIAL PARK, FILING NO. 3 AND AUTHORIZING THE MAYOR TO EXECUTE SAME**
- N8 AN ORDINANCE DESIGNATING 115 EAST ROUTT AVENUE, PUEBLO DIVINE SCIENCE CHURCH, AS A LOCAL HISTORIC LANDMARK**
- N9 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 634 GOODNIGHT AVENUE FROM R-2, SINGLE-FAMILY RESIDENTIAL ZONE DISTRICT TO CCN, COMMERCIAL CHARTER NEIGHBORHOOD ZONE DISTRICT**
- N10 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 3215 LAKE AVENUE, LOCATED SOUTH OF PUEBLO BOULDEVARD AND WEST OF LAKE AVENUE FROM I-2, INDUSTRIAL ZONE DISTRICT TO R-6, MULTIPLE RESIDENTIAL AND COMMERCIAL ZONE DISTRICT**
- N11 AN ORDINANCE AMENDING ZONING RESTRICTIONS OF THE BELMONT PLACE, PLANNED UNIT DEVELOPMENT TO A COMBINATION OF THREE ZONE DISTRICTS: B-3, HIGHWAY AND ARTERIAL BUSINESS ZONE DISTRICT, R-2, SINGLE FAMILY RESIDENTIAL ZONE DISTRICT AND R-5, MULTIPLE-RESIDENTIAL AND OFFICE ZONE DISTRICT**
- N12 AN ORDINANCE APPROVING THE BELMONT PLACE SUBDIVISION, FILING NO. 1**
- N13 AN ORDINANCE APPROVING THE NORTH VISTA HIGHLANDS, FILING NO. 10 SUBDIVISION**
- N14 AN ORDINANCE APPROVING THE NORTH VISTA HIGHLANDS, FILING NO. 11 SUBDIVISION**
- N15 AN ORDINANCE APPROVING THE NORTH VISTA HIGHLANDS, FILING NO. 12 SUBDIVISION**

N16 AN ORDINANCE APPROVING THE NORTH VISTA HIGHLANDS, FILING NO. 13 SUBDIVISION

N17 AN ORDINANCE APPROVING AN AGREEMENT AMENDING EMPLOYMENT AGREEMENT DATED OCTOBER 9, 2018 BETWEEN KEY STRUCTURES, LLC, A COLORADO LIMITED LIABILITY COMPANY AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, ACCEPTING AN IRREVOCABLE LETTER OF CREDIT FROM FIRSTBANK ON BEHALF OF KEY STRUCTURES, LLC IN THE AMOUNT OF \$1,225,414.71, AND APPROVING A SUBORDINATION AGREEMENT BY AND BETWEEN KEY STRUCTURES, LLC, A COLORADO LIMITED LIABILITY COMPANY, ABODA PUEBLO, LLC, A COLORADO LIMITED LIABILITY COMPANY, THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO HOUSING AND FINANCE AUTHORITY (CHFA)

O. APPROVAL OF CONSENT AGENDA

P. REGULAR AGENDA

N18 AN ORDINANCE REQUIRING COMPLIANCE WITH FEDERAL LAW ON ABORTION IN PUEBLO, COLORADO

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

Councilor Maestri, seconded by Councilor Gomez, moved to pass this ordinance, set a public hearing for Monday, October 28, 2024, and Order the Notice of Public Hearing to be Published.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Maestri. **Nays:** Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Martinez. Motion Failed 3-4.

Q. RESOLUTIONS

Q1 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO LATINO CHAMBER DEVELOPMENT FOUNDATION IN THE AMOUNT OF \$1,000 TO SPONSOR THE FESTIVAL OF TREES ON DECEMBER 12, 2024, AT 5 PM AT THE PUEBLO UNION DEPOT.

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion 7-0.

This Resolution was assigned as 15794.

Q2 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL

CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO NAACP PUEBLO BRANCH IN THE AMOUNT OF \$750 TO SPONSOR A TABLE AT THE FREEDOM FUND BANQUET ON SATURDAY, OCTOBER 26, 2024, AT 6 PM AT COLORADO STATE UNIVERSITY PUEBLO

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion 7-0.

This Resolution was assigned as 15795.

Q3 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO PUEBLO LIBRARY DISTRICT IN THE AMOUNT OF \$1,750 TO SPONSOR A TABLE AT THE BOOKLOVERS BALL AT RAWLINGS LIBRARY ON FRIDAY, OCTOBER 25, 2024

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Maestri, Councilor Martinez. **Nays:** Councilor Gomez, Councilor Latino. Motion 5-2.

This Resolution was assigned as 15796.

Q4 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO PUEBLO DOWNTOWN ASSOCIATION IN THE AMOUNT OF \$1,250 TO SPONSOR THE 34TH ANNUAL PARADE OF LIGHTS ON SATURDAY, NOVEMBER 30, 2024

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion 7-0.

This Resolution was assigned as 15797.

Q5 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO ANIMAL WELFARE & PROTECTION SOCIETY DBA PAWS FOR LIFE IN THE AMOUNT OF \$7,500 TO SPONSOR EMERGENCY LEACH FIELD AND PUMP REPAIRS

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

Elvis Martinez spoke against this Resolution.

Councilor Flores, seconded by Councilor Gomez, amended the original \$15,000 request to \$7,500 and moved to approve the amended Resolution.

Roll Call - **Ayes:** None. **Nays:** None. Motion 0-0.

This Resolution was assigned as 15798.

R. ORDINANCES – FINAL PRESENTATION

R1 AN ORDINANCE ESTABLISHING PROJECT CI2449, PMJC CHILLER/BOILER REPLACEMENT, TRANSFERRING \$172,150 FROM PUEBLO POLICE DEPARTMENT WAGES/POLICE SERVICE ACCOUNT 101-20-2050-20-51030 TO PROJECT CI2449, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$172,150, AWARDING AN AGREEMENT FOR MEP ENGINEERING SERVICES IN THE AMOUNT OF \$172,150 TO BRIDGERS & PAXTON CONSULTING ENGINEERS, INC., FOR 22-013 PROJECT NO.2, DESIGN FOR PMJC CHILLER/BOILER REPLACEMENT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

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

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion 7-0.

This Ordinance was assigned as 10810.

R2 AN ORDINANCE AMENDING T-HANGAR AND STORAGE UNIT RENTAL RATES AT 31501 BRYAN CIRCLE AT THE PUEBLO MEMORIAL AIRPORT, IN THE CITY AND COUNTY OF PUEBLO, AND REPEALING RESOLUTION 9389

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

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion 7-0.

This Ordinance was assigned as 10811.

R3 AN ORDINANCE APPROVING A SUB-AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., AN ARIZONA CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FOR ENGINEERING DESIGN AND RELATED SERVICES IN CONNECTION WITH THE REHABILITATE EAST (NORTH) APRON (DESIGN) PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion 7-0.

This Ordinance was assigned as 10812.

R4 AN ORDINANCE APPROVING A REVOCABLE LICENSE AGREEMENT BY AND BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND CLEAN AIR PUEBLO FOR THE INSTALLATION OF AIR QUALITY MONITORS ON CITY FIRE DEPARTMENT PROPERTY

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

PUBLIC HEARING:

Elizabeth Edineth spoke in favor of this Ordinance.

Ken Donti spoke in favor of this Ordinance.

Augustine Garcia spoke in favor of this Ordinance.

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

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

Roll Call - **Ayes:** Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Martinez. **Nays:** President Aliff, Councilor Maestri. Motion 5-2.

This Ordinance was assigned as 10813.

R5 AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR SPECIALIZED VANPOOL SERVICES TO THE AIRPORT AND SOUTHERN INDUSTRIAL ESTATES BETWEEN THE CITY OF PUEBLO AND ENTERPRISE LEASING, LLC

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

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion 7-0.

This Ordinance was assigned as **10814**.

R6 AN ORDINANCE AMENDING SECTION 11-3-11 OF THE PUEBLO MUNICIPAL CODE REGARDING LIQUOR LICENSING APPLICATION FEES

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

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion 7-0.

This Ordinance was assigned as **10815**.

R7 AN ORDINANCE APPROVING A USE PERMIT AND RENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO STATE FAIR AUTHORITY, A SUBDIVISION OF THE STATE OF COLORADO, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

Elvis Martinez spoke in favor of this Ordinance.

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion 7-0.

This Ordinance was assigned as **10816**.

R8 AN ORDINANCE APPROVING A SUB-AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., AN ARIZONA CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FOR ENGINEERING DESIGN AND RELATED SERVICES IN CONNECTION WITH

THE CONSTRUCT HANGAR AND REHABILITATE TAXILANE (PHASE 1 DESIGN) PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion 7-0.

This Ordinance was assigned as **10817.**

S. EMERGENCY ORDINANCES

S1 AN EMERGENCY ORDINANCE ESTABLISHING PROJECT NO. HS2480 HOMELESS SHELTER OPERATIONS, APPROVING THE TRANSFER, BUDGET, AND APPROPRIATION OF \$200,000.00 FROM PROJECT NO. HO2460 HOME MATCH ACCOUNT TO PROJECT NO. HS2480 FOR HOMELESS SHELTER STAFFING, SECURITY, AND OPERATIONS

A staff report and detailed review of the Ordinance was given by Brian Gallegher.

PUBLIC HEARING:

Elvis Martinez spoke in favor of this Ordinance.
Augustine Garcia spoke against this Ordinance.

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion 7-0.

This Ordinance was assigned as **10818.**

S2 AN EMERGENCY ORDINANCE APPROVING A SUBRECIPIENT AGREEMENT BY AND BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO RESCUE MISSION, A COLORADO NONPROFIT CORPORATION FOR THE OPERATION OF A HOMELESS SHELTER, AND ACCEPTING THE TRANSFER OF CERTAIN REAL PROPERTY LOCATED AT 710 W. 4TH STREET AND 728 W. 4TH STREET TO THE CITY

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

PUBLIC HEARING:

Kathy Nicholes spoke in favor of this Ordinance.

Elvis Martinez spoke in favor of this Ordinance.
Augustine Garcia Spoke against this Ordinance.
Andera Naglich spoke about this Ordinance.

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

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

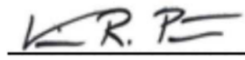
Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion 7-0.

This Ordinance was assigned as **10819.**

T. ADJOURN

President Aliff adjourned the meeting at 9:53pm.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "V. R. P.", is written over a horizontal line.

Vincent Petkosek
Deputy City Clerk



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: October 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$143,275.00 TO MILLER PIPELINE LLC, AN INDIANA LIMITED LIABILITY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF COLORADO, FOR PROJECT NO. 23-040 (SWAN03) - FOR EMERGENCY STORM SEWER POINT REPAIR ON 14TH AND COURT AND APPROVING A CHANGE ORDER IN THE AMOUNT OF \$23,415.00 FOR ADDITIONAL WORK AND MATERIALS, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

SUMMARY:

This Resolution ratifies and approves the award of a construction contract in the amount of \$143,275.00 to Miller Pipeline, LLC, under Contract No. 23-040 for an emergency storm sewer point repair on 14th and Court and approves a change order in the amount of \$23,415.00.

PREVIOUS COUNCIL ACTION:

On 8/14/2023, City Council passed Resolution #15335, which approved the award of the 2023-2026 Storm Sewer Point Repair Contract to multiple contractors which were qualified via competitive bid.

BACKGROUND:

Stormwater Utility was notified of a failed pipe and possible damaged inlet at the intersection of 14th and Court. The stormwater pipe was inspected using closed caption television (CCTV). The CCTV inspection revealed that all the pipes in the intersection needed to be removed and replaced due to damage. A visual inspection of the inlets in the intersection revealed that all inlets needed to be replaced due to damage. An emergency point repair was required to repair the pipes and the inlets.

The contract with the unit prices for the estimated work performed by Miller Pipeline,

LLC. can be found attached. This work was performed under the 2023-2026 Storm Sewer Point Repair Resolution #15335 through which contractors were qualified via competitive bid.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$166,690.00 will be paid from the Stormwater Utility budget, Project Account SWAN03, for Point Repairs and Pipe Cleaning.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Not applicable.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 14th and Court EPR Contract
2. 14th & Court Exhibit 2
3. Change Order #1 Signed
4. Work Order #1
5. Work Order #2
6. Work Order #3
7. 14th & Court Invoice #2407401001

RESOLUTION NO.

A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$143,275.00 TO MILLER PIPELINE LLC, AN INDIANA LIMITED LIABILITY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF COLORADO, FOR PROJECT NO. 23-040 (SWAN03) - FOR EMERGENCY STORM SEWER POINT REPAIR ON 14TH AND COURT AND APPROVING A CHANGE ORDER IN THE AMOUNT OF \$23,415.00 FOR ADDITIONAL WORK AND MATERIALS, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

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

WHEREAS, the point repair work was awarded to Miller Pipeline, LLC, under the 2023-2026 Storm Sewer Point Repair contract: NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council hereby ratifies and approves the contract for the emergency repair of the storm sewer on 14th and Court with Miller Pipeline, LLC, Project No. 23-040 (SWAN03) awarded to said bidder in the amount of \$166,690.00 which includes all contract change orders.

SECTION 2.

Funds for Project No. 23-040 (SWAN03) – Emergency Storm Sewer Point Repair on 14th and Court shall be paid from the Stormwater Utility Fund – Project Account SWAN03, Point Repairs & Pipe Cleaning.

SECTION 3.

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

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described herein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract, including any payments authorized under the contract and the contract change order in the amount of \$166,690.00, are hereby ratified.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: October 28, 2024

BY: None
MEMBER OF CITY COUNCIL

APPROVED:
PRESIDENT OF CITY COUNCIL

ATTESTED BY:
CITY CLERK

REQUEST FOR QUOTATIONS

Bid No: 23-040 (SWAN03)

Bid Name: 2023-2026 Emergency Storm Sewer Point Repair – West 14th Street and Court Street

The undersigned, having become familiar with the local conditions affecting the cost of the work, and with the contract documents, including advertisement for bids, the form of proposal, the form of contract, form of bond, special provisions of the contract, general provisions of the contract, etc., plans, drawings and specifications, issued and attached to the contract documents on file in the office of the Purchasing Agent, hereby proposes to furnish all of the labor, materials, tools, equipment, and all utility/transportation services necessary to perform and complete, in an industry acceptable and professional manner, construction of **2023-2026 Emergency Storm Sewer Point Repair** in accordance with the plans and specifications as prepared by or for the City of Pueblo, Colorado, for the sums set forth in the following schedule:

Emergency Storm Sewer Point Repair for 14th & Court				Miller Pipeline, LLC		
Line Item	Description	Bid Quantities		Unit of Measure	Unit Cost	
1	Remove Existing Pipe and Replace w/15" High Performance Polypropylene Pipe Less than 8' Deep	>100	220	LF	\$217.00	\$47,740.00
2	Remove and Replace Asphalt 5" Asphalt on 6" Class 6 ABC 15" Pipe	>100	193	LF	\$70.00	\$13,510.00
3	Remove and Replace Standard Curb and Gutter	1-20	20	LF	\$69.00	\$1,380.00
4	Install Extra Lean Concrete (Flowable Fill)	21-100	62.5	CY	\$258.00	\$16,125.00
5	Dissimilar Pipe Connection for Pipe 24" to 36"	1	2	EA	\$2,061.00	\$4,122.00
6	Remove and Replace 4 ft Dia. Standard Manhole	1	1	EA	\$4,813.00	\$4,813.00
7	Remove and Replace 5 ft Dia. Standard Manhole	1	1	EA	\$5,821.00	\$5,821.00
8	Remove and Replace Single Denver 16 Combination Inlet	1	5	EA	\$8,844.00	\$44,220.00
9	Mobilization	1	1	LS	\$5,544.00	\$5,544.00
					Total	\$143,275.00

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

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

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

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

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

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

Business Name: Miller Pipeline, LLC

Business Address: 8850 Crawfordsville Rd. Indianapolis, IN 46234

Signature: _____ Date: _____

Printed Name and Title: _____

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 29th day of August, 2024, by and between the City of Pueblo, a Municipal Corporation, hereinafter referred to in the Contract Documents as the "City", and Miller Pipeline, LLC., hereinafter referred to in the Contract Documents as "Contractor".

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

Bid No: 23-040 (SWAN03)
Bid Name: 2023-2026 Emergency Storm Sewer Point Repair – West 14th Street and Court Street

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

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

1. Construction and installation of the above enumerated work for the City shall be completed and ready for use in accordance with the time of completion described in the Proposal Form of this Contract. This time shall be extended only for those periods set forth in the Contract Documents and in accordance with the requirements of same.
2. The work and material for the project covered by the Contract Documents shall be completely installed and delivered to the City within the time above stated, clear and free from any and all liens, claims and demands of any kind.
3. The full compensation to be paid to the Contractor by the City, pursuant to the terms of this Contract, shall be payable as provided in the Contract Documents.
4. This Contract consists of the following components, parts, and documents, all of which taken together constitute and are referred to as the Contract Documents, and the same are incorporated as part of the Contract as if set out herein verbatim, whether the same have been attached hereto or not:

Contract (This Instrument)
Performance Bond
Payment Bond
Notice to Proceed
Notice of Award
Contractor's Proposal
Addenda Nos. 4, 3, 2, 1

5. The ***Standard Construction Specifications and Standard Details for City of Pueblo, Colorado***, adopted April 11, 2022, and as most recently amended, are hereby included by reference and all provisions thereof shall be applicable.
6. Title XII, Chapter 2, of the 1971 Code of Ordinances, City of Pueblo, adopted by Ordinance No. 3476, and amended by Ordinance No. 4476 and 5229, shall be considered a part of this contract.

7. Title I, Chapter 8, of the 1971 Code of Ordinances, City of Pueblo, adopted by Ordinance No. 4479, shall be considered a part of the contract.
8. All the covenants and agreements set forth in the Contract Documents shall inure to the benefit of and be binding upon City and Contractor and their respective heirs, legal successors and assigns and shall be governed by the laws of the State of Colorado.
9. This Contract may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

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

COMPANY THAT WAS AWARDED THE JOB

By _____
Responsible Party

Title _____
Title of Responsible Party

PUEBLO, A MUNICIPAL CORPORATION

By _____
Naomi Hedden, Director of Purchasing

ATTEST:

Marisa Stoller, City Clerk

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

Danny Nunn, Interim Director of Finance

APPROVED AS TO FORM
Department of Law:

Robert P. Jagger, Deputy City Attorney

PERFORMANCE BOND

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS:

That we Miller Pipeline, LLC, hereinafter called "Principal" and

Surety

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

(\$143,275.00)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the City, dated the 29th day of August, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

Bid No.: 23-040 (SWAN03)
Bid Name: 2023-2026 Emergency Storm Sewer Point Repair – West 14th Street and Court Street

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

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

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

(Signature Page Follows)

IN WITNESS WHEREOF, this instrument is executed on the 29th day of August, 2024.

ATTEST:

MILLER PIPELINE, LLC

By _____
Principal Secretary

By _____
Responsible Party

Title _____
Responsible Party Job Title

(SEAL)

(Address)

By _____
(Witness as to Principal)

(Address)

Surety

ATTEST:

By _____
(Surety) Attorney-In-Fact

By _____
Attorney-In-Fact

(SEAL)

(Address)

By _____
(Witness as to Surety)

(Address)

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

PAYMENT BOND

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS:

That we Miller Pipeline, LLC, hereinafter called "Principal" and

Surety

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

(\$ 143,275.00)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the City, dated the 29th day of August, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

Bid No.: 23-040 (SWAN03)
Bid Name: 2023-2026 Emergency Storm Sewer Point Repair – West 14th Street and Court Street

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

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

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

(Signature Page Follows)

IN WITNESS WHEREOF, this instrument is executed on the 29th day of August, 2024.

ATTEST:

MILLER PIPELINE, LLC

By _____
Principal Secretary

By _____
Responsible Party

Title _____
Title of Responsible Party

(SEAL)

(Address)

By _____
(Witness as to Principal)

(Address)

Surety

ATTEST:

By _____
(Surety) Attorney-In-Fact

By _____
Attorney-In-Fact

(SEAL)

(Address)

By _____
(Witness as to Surety)

(Address)

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

NOTICE TO PROCEED

08/29/24

Miller Pipeline, LLC
8850 Crawfordsville Rd.
Indianapolis, IN 46234

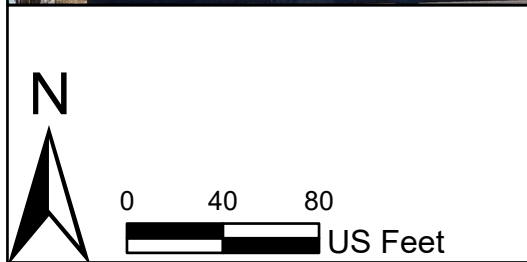
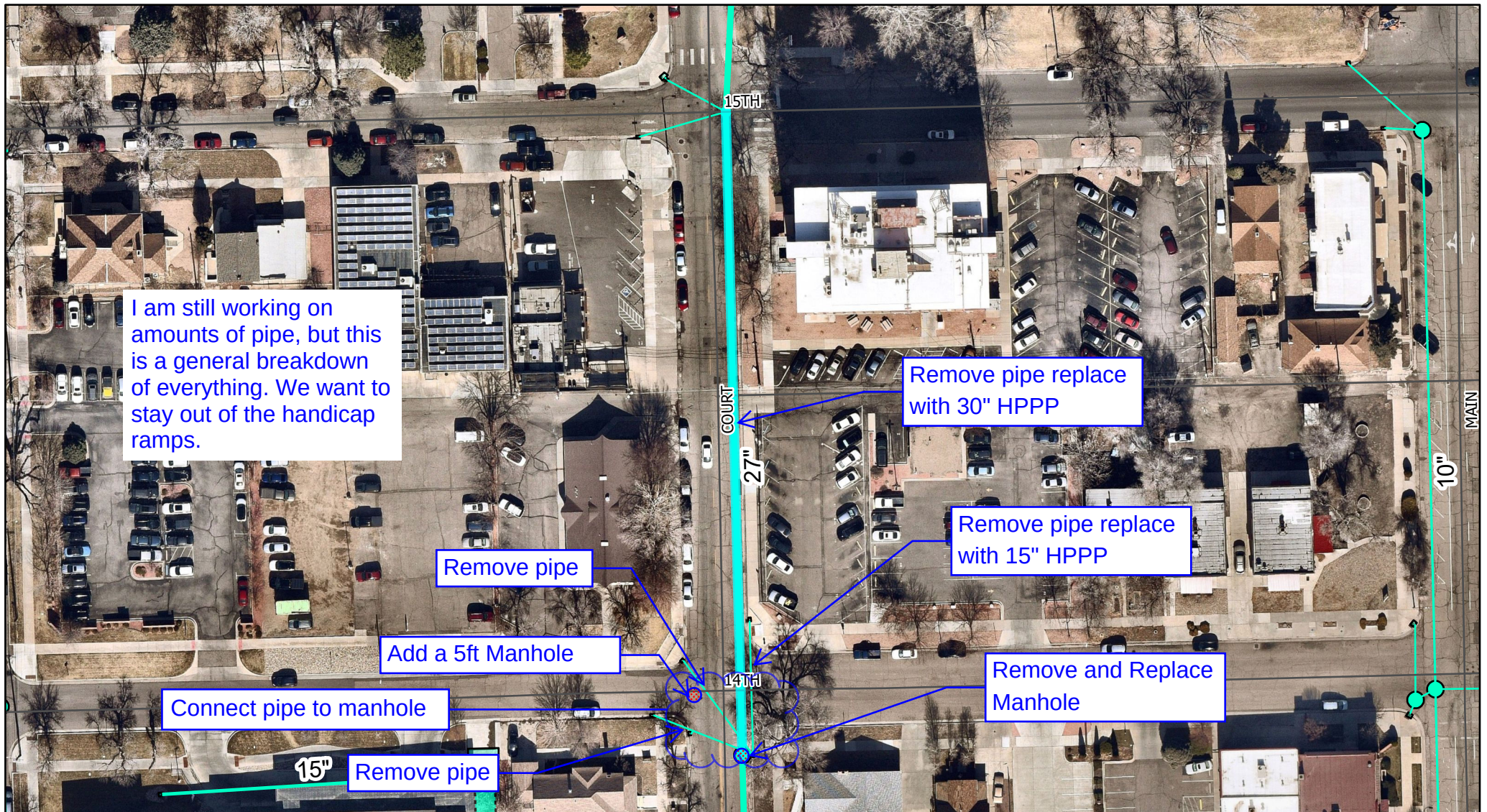
Ref: Bid No: 23-040 (SWAN03)
 Bid Name: 2023-2026 Emergency Storm Sewer Point Repair – West 14th St. and Court St.

You are hereby authorized to proceed on September 9, 2024, or within three (3) consecutive calendar days thereafter with construction of the above referenced project as set forth in the Contract Documents.

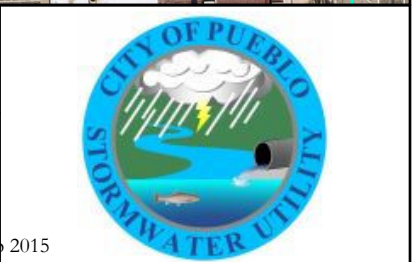
You have fourteen (14) consecutive calendar days to complete this project. If at that time the project is not complete, you may request additional time via an RFI. Your request will be subject to the discretion of the project engineer. If the project engineer deems your request as appropriate you will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

Sincerely,

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



14th and Court	
The City of Pueblo, Colorado does not guarantee nor provide any warranty, expressed or implied, as to the representative completeness or accuracy of maps and data provided herein.	nearmap.com Maxar, Microsoft, Copyright nearmap 2015



City Of Pueblo

Contract Change Order

Department Of Public Works

Project Number : 23-040**Change Order No. :** 1**Date:** October 15, 2024**Project Name :** 2023-2026 Emergency Stormwater Point Repair - West 14th St. and Court St.**Contractor :** Miller Pipeline, LLC

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1 Thru 9	Change in quantities to complete the changes in the project.	(\$27,460.00)	
10	R&R 4" Concrete		\$2,345.00
11	R&R Std. Curb & Gutter		\$4,484.00
12	R&R Type 1C 72" Dia Std Manhole		\$7,556.00
13	Connect to Existing Manhole		\$3,270.00
14	6" Asphalt Paving		\$20,825.00
15	Jackhammer Slag Backfill (Work Order #1)		\$1,535.00
16	Jackhammer Slag Backfill (Work Order #2)		\$1,164.00
17	Excavation of Existing Storm Line (Work Order #3)		\$4,966.00
18	Traffic Control +10%		\$4,730.00
TOTAL		(\$27,460.00)	\$50,875.00

Net Adjustment This Change Order	\$23,415.00
Amount of Previous Change Order(s)	\$0.00
Original Contract Amount	\$143,275.00
Total Adjusted Contract Amount To Date	\$166,690.00

Reason For Change:

Added More Base material and asphalt due to installing a storm sewer line.

Prepared by: [Signature] Associate Field EngineerDate: 10/16/24Reviewed by: [Signature] Construction ManagerDate: 10/16/24Accepted by: [Signature] Contractor's RepresentativeDate: 10/16/24

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

Approved by: [Signature] Director of Public Works/StormwaterDate: 10/16/24

Work Order Number 001

REASON FOR WORK ORDER	Existing Water Line was bedded and backfilled with slag. Slag had to be jack hammered out at crossing to install new storm sewer piping.
-----------------------	--

Miller Pipeline , LLC.
421 E. Industrial Blvd.
Pueblo West, Colorado 81007

Work Order Number 002

PROJECT	14th & Court Storm Sewer Repairs	DATE	9/11/2024
WORK DESCRIPTION	Jack Hammer Slag Backfill to Expose Water Line		
REASON FOR WORK ORDER	Existing Water Line was Bedded and Backfilled with Slag. Slag had to be Jack Hammered out at Crossing to Install New Storm Sewer Piping		

LABOR:

CLASS	NAME	HOURS	RATE	COST PER HR.	TOTAL
Foreman	Ryan Bonjour	2	\$88.00	\$88.00	176.00
Operator	Larry Hamilton	2	\$85.00	\$85.00	170.00
Pipe Layer	Kai Geringer	4	\$64.00	\$64.00	256.00
Laborer	Duncan Thomas	4	\$59.00	\$59.00	236.00
				\$0.00	0.00
				\$0.00	0.00
				\$0.00	0.00
				\$0.00	0.00
				\$0.00	0.00

LABOR SUBTOTAL w/ O.H. \$838.00

EQUIPMENT:

Number	Type	Hours	Rate	Total
PK119	3/4 Ton PU w/ Tools	2	\$15.00	\$30.00
TK197	1 Ton Service Truck w/ Tools	4	\$22.00	\$88.00
EX69	JD 135 Excavator	2	\$64.00	\$128.00
Rental	185 CFM Air Compressor	4	\$20.00	\$80.00
				\$0.00
				\$0.00

EQUIPMENT SUBTOTAL \$326.00

LABOR AND EQUIPMENT TOTAL \$1,164.00

MATERIAL AND/OR SUBCONTRACTOR USED:

Description	Quantity	Unit Price	Total
			\$0.00
			\$0.00

MATERIAL AND/OR SUBCONTRACTOR SUBTOTAL \$0.00

10% Mark-Up Materials and or Subcontractor \$0.00

MATERIAL AND/OR SUBCONTRACTOR TOTAL \$0.00

GRAND TOTAL \$1,164.00

(Signature - Contractor)

(Signature - Owner / Inspector)

Miller Pipeline , LLC.
421 E. Industrial Blvd.
Pueblo West, Colorado 81007

Work Order Number 003

PROJECT	14th & Court Storm Sewer Repairs	DATE	9/11/2024
WORK DESCRIPTION	Worked on Excavating the Existing Mainline Storm Sewer to cut in Manhole (Per City Engineering)		
REASON FOR WORK ORDER	We Discovered that the Existing Clay Pipe was in Bad Shape and Not Suitable for Installing the Manhole. The City Approved to not Install the Manhole and to Backfill Excavation with Flow Fill and Dirt.		

LABOR:

CLASS	NAME	HOURS	RATE	COST PER HR.	TOTAL
Foreman	Ryan Bonjour	8	\$88.00	\$88.00	704.00
Operator	Larry Hamilton	8	\$85.00	\$85.00	680.00
Operator	Francisco Ramirez	8	\$85.00	\$85.00	680.00
Pipe Layer	Kai Geringer	8	\$64.00	\$64.00	512.00
Laborer	Duncan Thomas	8	\$59.00	\$59.00	472.00
Laborer	Ryan Saine	8	\$59.00	\$59.00	472.00
				\$0.00	0.00
				\$0.00	0.00
				\$0.00	0.00

LABOR SUBTOTAL w/ O.H. \$3,520.00

EQUIPMENT:

Number	Type	Hours	Rate	Total
PK119	3/4 Ton PU w/ Tools	8	\$15.00	\$120.00
TK197	1 Ton Service Truck w/ Tools	8	\$22.00	\$176.00
EX69	JD 135 Excavator	8	\$64.00	\$512.00
LD6	Cat 938 Loader	2	\$101.00	\$202.00
SS13	279D Cat Skidsteer	4	\$38.00	\$152.00
TK164	Peterbilt Tandem Dump	4	\$71.00	\$284.00

EQUIPMENT SUBTOTAL \$1,446.00

LABOR AND EQUIPMENT TOTAL \$4,966.00

MATERIAL AND/OR SUBCONTRACTOR USED:

Description	Quantity	Unit Price	Total
			\$0.00
			\$0.00

MATERIAL AND/OR SUBCONTRACTOR SUBTOTAL \$0.00

10% Mark-Up Materials and or Subcontractor \$0.00

MATERIAL AND/OR SUBCONTRACTOR TOTAL \$0.00

GRAND TOTAL \$4,966.00

(Signature - Contractor)

(Signature - Owner / Inspector)

421 E Industrial Blvd. • Pueblo West, CO 81007
(719) 547-0242 • (719) 547-9297 Fax

INVOICE

421 East Industrial Boulevard
Pueblo West, Colorado 81007
Phone 719.547.0242 Fax 719.547.9297

DATE: October 7, 2024
INVOICE # 2407401001
FOR: 14th & Court Storm
Repair

KRSC Job # 24074/01

Bill To:

The City of Pueblo
Attn: Todd Berisford
211 East "D" Street
Pueblo, Colorado 81003

DESCRIPTION	AMOUNT
Pay Application No.1	\$ 166,690.00
TOTAL	\$ 166,690.00

Make all checks payable to **K.R Swerdfefer Construction, Inc.**

If you have any questions concerning this invoice, contact Jason Kendall, 719.547.0242, JasonK@krsword.com

THANK YOU FOR YOUR BUSINESS!



Work Zone Traffic Control, LLC
PO Box 74957
Chicago, IL 60675

719-296-0222
Fax 719-296-0333

Miller Pipeline, LLC-Mountain Region
421 E Industrial Blvd
Pueblo West, CO 81007

INVOICE

Job ID: 003198

14th St and Court St
14th St and Court St
Pueblo, CO

INVOICE#: 0006924

INVOICE DATE: 9/26/2024

TERMS: NET30

Customer PO#: PO#24074-1
Customer Job#: 003198
Foreman:

INVOICING PERIOD 9/6/2024 - 9/26/2024

EQUIPMENT

Description	Unit	Price	9/8	9/9	9/10	9/11	9/12	9/13	9/14	Total Qty	Total Amount
Traffic Control Equipment Per Day - Equipment Only	Per Day	\$225.00	0	1	1	1	1	1	1	6	\$1,350.00
										Sub Total	\$1,350.00
Description	Unit	Price	9/15	9/16	9/17	9/18	9/19	9/20	9/21	Total Qty	Total Amount
Traffic Control Equipment Per Day - Equipment Only	Per Day	\$225.00	1	1	1	1	1	1	1	7	\$1,575.00
										Sub Total	\$1,575.00
Description	Unit	Price	9/22	9/23	9/24	9/25	9/26	9/27	9/28	Total Qty	Total Amount
Traffic Control Equipment Per Day - Equipment Only	Per Day	\$225.00	1	1	1	1	1	0	0	5	\$1,125.00
										Sub Total	\$1,125.00

LABOR

Description	Unit	Price	9/8	9/9	9/10	9/11	9/12	9/13	9/14	Total Qty	Total Amount
TCS Per Hr	Per Hour	\$125.00	0	1	0	0	0	0	0	1	\$125.00
										Sub Total	\$125.00
Description	Unit	Price	9/22	9/23	9/24	9/25	9/26	9/27	9/28	Total Qty	Total Amount
TCS Per Hr	Per Hour	\$125.00	0	0	0	0	1	0	0	1	\$125.00
										Sub Total	\$125.00

Note: The * indicates taxable items.

EQUIPMENT TOTAL

\$4,050.00

SALES/ONE-TIME CHARGES	\$0.00
LABOR TOTAL	\$250.00
SALES TAX (0%)	\$0.00
TOTAL CHARGES	\$4,300.00
PLEASE PAY THIS AMOUNT	\$4,300.00
*** Job Not Complete ***	



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$39,156.06 TO NUNEZ CONSTRUCTION, INC FOR PROJECT NO. 24-094, MITCHELL PARK SHELTER INSTALLATION, SETTING FORTH \$7,831.21 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a Construction Contract to Nunez Construction, Inc for Project No. 24-094 Mitchell Park Shelter Installation (CDBG).

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of clearing and grubbing, unclassified excavation, importing of embankment material, installation of 4" and 6" concrete, installation of one (1) 20'x20' pre-purchased Poligon® Carnival metal shelter and (3) picnic tables, design/build electrical service to shelter, grading, topsoil/sod and other incidental items. This Resolution awards the construction contract to Nunez Construction, Inc.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$46,987.27 (contract and contingencies) will be paid from Project Account CD2014, Mitchell Park Shelter.

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-094 Bid Summary

RESOLUTION NO.

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$39,156.06 TO NUNEZ CONSTRUCTION, INC FOR PROJECT NO. 24-094, MITCHELL PARK SHELTER INSTALLATION, SETTING FORTH \$7,831.21 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for 24-094 Mitchell Park Shelter Installation have been received and examined; and,

WHEREAS, the proposal of Nunez Construction, Inc was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorizes Project No. 24-094 Mitchell Park Shelter Installation to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-094 Mitchell Park Shelter Installation to be performed, and the contract for said project is hereby awarded to Nunez Construction, Inc in the amount of \$39,156.06.

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 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.....\$7,831.21

SECTION 4.

Funds in the amount of \$46,987.27, for the contract and contingencies, shall be from account Project CD2014, Mitchell Park Shelter.

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: October 28, 2024

BY: None
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. 24-094 (CD2014)

Mitchell Park Shelter Installation (CDBG)

RESPONSE DEADLINE: October 9, 2024 at 10:00 am

Report Generated: Wednesday, October 9, 2024

VENDOR TOTALS

Vendor	Base Bid	Bid Alternate No. 1	Bid Alternate No. 2	Total
Nunez Construction, Inc	\$34,791.46	\$1,555.35	\$2,809.25	\$39,156.06
Bedrock LLC	\$63,474.83	\$3,478.57	\$8,474.50	\$75,427.90
Cedar Ridge Landscape, Inc	\$59,814.00	\$10,850.00	\$5,525.00	\$76,189.00

EVALUATION TABULATION
 IFB No. 24-094 (CD2014)
 Mitchell Park Shelter Installation (CDBG)

BASE BID

BASE BID					Bedrock LLC		Cedar Ridge Landscape, Inc		Nunez Construction, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Clear and Grub	1250	SF	\$1.50	\$1,875.00	\$3.00	\$3,750.00	\$2.61	\$3,262.50
X	2	Remove Concrete	70	SF	\$5.63	\$394.10	\$2.50	\$175.00	\$3.08	\$215.60
X	3	Unclassified Excavation	7	CY	\$15.00	\$105.00	\$80.00	\$560.00	\$41.46	\$290.22
X	4	Install Structural Fill, Class 6	35	TON	\$110.00	\$3,850.00	\$95.00	\$3,325.00	\$45.10	\$1,578.50
X	5	Construct 4" Concrete	167	SF	\$18.44	\$3,079.48	\$10.00	\$1,670.00	\$4.83	\$806.61
X	6	Construct 6" Concrete Shelter Pad	576	SF	\$20.00	\$11,520.00	\$16.50	\$9,504.00	\$6.98	\$4,020.48
X	7	Install Polygon 20'x20' Carnival Shelter	1	LS	\$26,093.75	\$26,093.75	\$27,304.00	\$27,304.00	\$7,538.21	\$7,538.21
X	8	Install Picnic Tables	3	EA	\$375.00	\$1,125.00	\$500.00	\$1,500.00	\$1,705.90	\$5,117.70
X	9	Relocate Irrigation System	1	LS	\$5,625.00	\$5,625.00	\$4,200.00	\$4,200.00	\$1,184.50	\$1,184.50
X	10	Install Topsoil	8	TON	\$46.25	\$370.00	\$90.00	\$720.00	\$37.58	\$300.64
X	11	Install Sod	584	SF	\$6.25	\$3,650.00	\$2.75	\$1,606.00	\$3.38	\$1,973.92
X	12	Erosion/Sediment Control	1	LS	\$3,000.00	\$3,000.00	\$500.00	\$500.00	\$2,073.80	\$2,073.80

EVALUATION TABULATION
IFB No. 24-094 (CD2014)
Mitchell Park Shelter Installation (CDBG)

BASE BID					Bedrock LLC		Cedar Ridge Landscape, Inc		Nunez Construction, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	13	Traffic/Pedestrian Control	1	LS	\$725.00	\$725.00	\$1,500.00	\$1,500.00	\$1,244.28	\$1,244.28
X	14	Mobilization	1	LS	\$2,062.50	\$2,062.50	\$3,500.00	\$3,500.00	\$5,184.50	\$5,184.50
Total						\$63,474.83		\$59,814.00		\$34,791.46

BID ALTERNATE NO. 1

BID ALTERNATE NO. 1					Bedrock LLC		Cedar Ridge Landscape, Inc		Nunez Construction, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	15	Install Electrical Service to Shelter	1	LS	\$3,478.57	\$3,478.57	\$10,850.00	\$10,850.00	\$1,555.35	\$1,555.35
Total						\$3,478.57		\$10,850.00		\$1,555.35

BID ALTERNATE NO. 2

BID ALTERNATE NO. 2					Bedrock LLC		Cedar Ridge Landscape, Inc		Nunez Construction, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	16	Clear and Grub	425	SF	\$1.50	\$637.50	\$3.00	\$1,275.00	\$2.61	\$1,109.25
X	17	Construct 4" Concrete	425	SF	\$18.44	\$7,837.00	\$10.00	\$4,250.00	\$4.00	\$1,700.00
Total						\$8,474.50		\$5,525.00		\$2,809.25

EVALUATION TABULATION
IFB No. 24-094 (CD2014)
Mitchell Park Shelter Installation (CDBG)

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Bedrock LLC	Cedar Ridge Landscape, Inc	Nunez Construction, Inc
BID GUARANTEE	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass
SAM.gov REGISTRATION	Pass	Pass	Pass
ACKNOWLEDGEMENTS			
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass
ACKNOWLEDGEMENT OF PREVAILING WAGES & ADDITIONAL WAGE CLASSIFICATION RESPONSIBILITY	Pass	Pass	Pass
CERTIFICATION OF NONSEGREGATED FACILITIES	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass
Has/is this firm or any officer or partner of this firm:			
Convicted of a criminal offense	Pass	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass

EVALUATION TABULATION
 IFB No. 24-094 (CD2014)
 Mitchell Park Shelter Installation (CDBG)

Question Title	Bedrock LLC	Cedar Ridge Landscape, Inc	Nunez Construction, Inc
Failed to perform	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass
Section 3 Forms			
Section 3 Form S3a Section 3 Compliance	Pass	Pass	Pass
Section 3 Form S3e Business Certification	Pass	Pass	Pass



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: October 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$22,487.00 TO RUSS GRADING & EXCAVATING LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 23-040 (SWAN03) - FOR EMERGENCY STORM SEWER POINT REPAIR AT THE INTERSECTION OF EVANS AVENUE AND WASHINGTON STREET AND APPROVING A CHANGE ORDER IN THE AMOUNT OF \$75,978.91 FOR ADDITIONAL WORK AND MATERIALS, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

SUMMARY:

This Resolution ratifies and approves the award of a construction contract in the amount of \$22,487.00 to Russ Grading & Excavating LLC, under Contract No. 23-040 for an emergency storm sewer point repair at the intersection of Evans Avenue and Washington Street and approves a change order in the amount of \$75,978.91.

PREVIOUS COUNCIL ACTION:

On 8/14/2023 City Council passed Resolution #15335, which approved the award of the 2023-2026 Storm Sewer Point Repair Contract to multiple contractors which were qualified via competitive bid.

BACKGROUND:

Stormwater Utility was notified of a possible sinkhole at the intersection of Evans Avenue and Washington Street. A visual inspection of the inlets, manholes, and a CCTV inspection were conducted inside the stormwater pipes at the intersection. The visual inspection of the inlet on the southeast side revealed the inlet was damaged. The CCTV inspection of the pipes revealed that the pipe was collapsed, and it was full of debris and sediment. An emergency point repair was required to repair the inlet and pipes at the intersection.

The contract with the unit prices for the estimated work performed by Russ Grading & Excavating LLC. can be found attached. This work was performed under the 2023-2026 Storm Sewer Point Repair Resolution #15335 through which contractors were qualified via competitive bid.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$98,465.91 will be paid from the Stormwater Utility budget, Project Account SWAN03, for Point Repairs and Pipe Cleaning.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Not applicable.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Evans & Washington EPR Contract
2. Evans and Washington EPR Exhibit
3. Evans and Washington INV 505
4. Evans and Washington T&M LOG
5. Evans and Washington Material Tickets
6. Change Order #1 signed

RESOLUTION NO.

A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$22,487.00 TO RUSS GRADING & EXCAVATING LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 23-040 (SWAN03) - FOR EMERGENCY STORM SEWER POINT REPAIR AT THE INTERSECTION OF EVANS AVENUE AND WASHINGTON STREET AND APPROVING A CHANGE ORDER IN THE AMOUNT OF \$75,978.91 FOR ADDITIONAL WORK AND MATERIALS, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

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

WHEREAS, the point repair work was awarded to Russ Grading & Excavating LLC, under the 2023-2026 Storm Sewer Point Repair contract; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council hereby ratifies and approves the contract for the emergency repair of the storm sewer at the intersection of Evans Avenue and Washington Street with Russ Grading & Excavating LLC, Project No. 23-040 (SWAN03) awarded to said bidder in the amount of \$98,465.91 which amount includes all contract change orders.

SECTION 2.

Funds for Project No. 23-040 (SWAN03) – Emergency Storm Sewer Point Repair at the intersection of Evans Avenue and Washington Street shall be paid from the Stormwater Utility Fund – Project Account SWAN03, Point Repairs & Pipe Cleaning.

SECTION 3.

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

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract including any payments authorized under the contract and the contract change order in the amount of \$75,978.91 are hereby ratified.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: October 28, 2024

BY: None
MEMBER OF CITY COUNCIL

APPROVED:
PRESIDENT OF CITY COUNCIL

ATTESTED BY:
CITY CLERK

REQUEST FOR QUOTATIONS

Bid No: 23-040 (SWAN03)

Bid Name: 2023-2026 Emergency Stormwater Point Repair – Evans Ave. and Washington St.

The undersigned, having become familiar with the local conditions affecting the cost of the work, and with the contract documents, including advertisement for bids, the form of proposal, the form of contract, form of bond, special provisions of the contract, general provisions of the contract, etc., plans, drawings and specifications, issued and attached to the contract documents on file in the office of the Purchasing Agent, hereby proposes to furnish all of the labor, materials, tools, equipment, and all utility/transportation services necessary to perform and complete, in an industry acceptable and professional manner, construction of **2023-2026 Emergency Storm Sewer Point Repair** in accordance with the plans and specifications as prepared by or for the City of Pueblo, Colorado, for the sums set forth in the following schedule:

Line Item	Description	Bid Quantity	Quantity	Unit of Measure	Unit Cost	Total Price
1	Remove Existing Pipe and Replace w/15" High Performance Polypropylene Pipe Less than 8' Deep	21-100	26	LF	\$232.00	\$6,032.00
2	Remove and Replace Asphalt 5" Asphalt on 6" Class 6 ABC 15" Pipe	21-100	26	LF	\$80.00	\$2,080.00
3	Remove and Replace Standard Curb and Gutter	1-20	4	LF	\$50.00	\$200.00
4	Install Extra Lean Concrete (Flowable Fill)	1-20	5	CY	\$185.00	\$925.00
5	Dissimilar Pipe Connection for Pipe 12" to 18"	1	1	EA	\$750.00	\$750.00
6	Remove and Replace Single Denver 16 Combination Inlet	1	1	EA	\$8,500.00	\$8,500.00
7	Mobilization	1	1	LS	\$4,000.00	\$4,000.00
					Total	\$22,487.00

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

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

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

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

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

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

Business Name: RUSS GRADING & EXCAVATING LLC

Business Address: 1010 Reading Ave.

Pueblo, CO 81001

Signature:  2CFAACE282B2470... Date: 8/15/2024 | 8:30 PM PDT

Printed Name and Title: Bailey Russ, Managing Member

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 15th day of August, 2024, by and between the City of Pueblo, a Municipal Corporation, hereinafter referred to in the Contract Documents as the “City”, and RUSS GRADING & EXCAVATING LLC hereinafter referred to in the Contract Documents as “Contractor”.

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

Bid No:	23-040 (SWAN03)
Bid Name:	2023-2026 Emergency Storm Sewer Point Repair – Evans Ave. and Washington St.

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

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

1. Construction and installation of the above enumerated work for the City shall be completed and ready for use in accordance with the time of completion described in the Proposal Form of this Contract. This time shall be extended only for those periods set forth in the Contract Documents and in accordance with the requirements of same.
2. The work and material for the project covered by the Contract Documents shall be completely installed and delivered to the City within the time above stated, clear and free from any and all liens, claims and demands of any kind.
3. The full compensation to be paid to the Contractor by the City, pursuant to the terms of this Contract, shall be payable as provided in the Contract Documents.
4. This Contract consists of the following components, parts, and documents, all of which taken together constitute and are referred to as the Contract Documents, and the same are incorporated as part of the Contract as if set out herein verbatim, whether the same have been attached hereto or not:

Contract (This Instrument)
 Performance Bond
 Payment Bond
 Notice to Proceed
 Notice of Award
 Contractor’s Proposal
 Addenda Nos. 4, 3, 2, 1
 Invitation For Bids

5. The ***Standard Construction Specifications and Standard Details for City of Pueblo, Colorado***, adopted April 11, 2022, and as most recently amended, are hereby included by reference and all provisions thereof shall be applicable.
6. Title XII, Chapter 2, of the 1971 Code of Ordinances, City of Pueblo, adopted by Ordinance No. 3476, and amended by Ordinance No. 4476 and 5229, shall be considered a part of this contract.

(Contract Agreement – Page 2)

7. Title I, Chapter 8, of the 1971 Code of Ordinances, City of Pueblo, adopted by Ordinance No. 4479, shall be considered a part of the contract.
8. All the covenants and agreements set forth in the Contract Documents shall inure to the benefit of and be binding upon City and Contractor and their respective heirs, legal successors and assigns and shall be governed by the laws of the State of Colorado.
9. This Contract may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

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

RUSS GRADING & EXCAVATING LLC

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

Title Managing Member

CITY OF PUEBLO, A MUNICIPAL CORPORATION

DocuSigned by:
By Naomi Hedden by DK
685EDEF89C2494B5 Naomi Hedden, Director of Purchasing

ATTEST:

DocuSigned by:
Marisa Stoller
7C02EBDFEC3D43C Marisa Stoller, City Clerk



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

Signed by:
Danny Nunn
01F84ACDF22B04B4 Danny Nunn, Interim Director of Finance

APPROVED AS TO FORM
DEPARTMENT OF LAW:

DocuSigned by:
Robert P. Jagger
502480BF6EFC4C8 Robert P. Jagger, Deputy City Attorney

NOTICE TO PROCEED

August 15, 2024

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

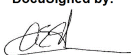
Ref: Bid No: 23-040 (SWAN03)

Bid Name: 2023-2026 Emergency Storm Sewer Point Repair—Evans Ave. and Washington St.

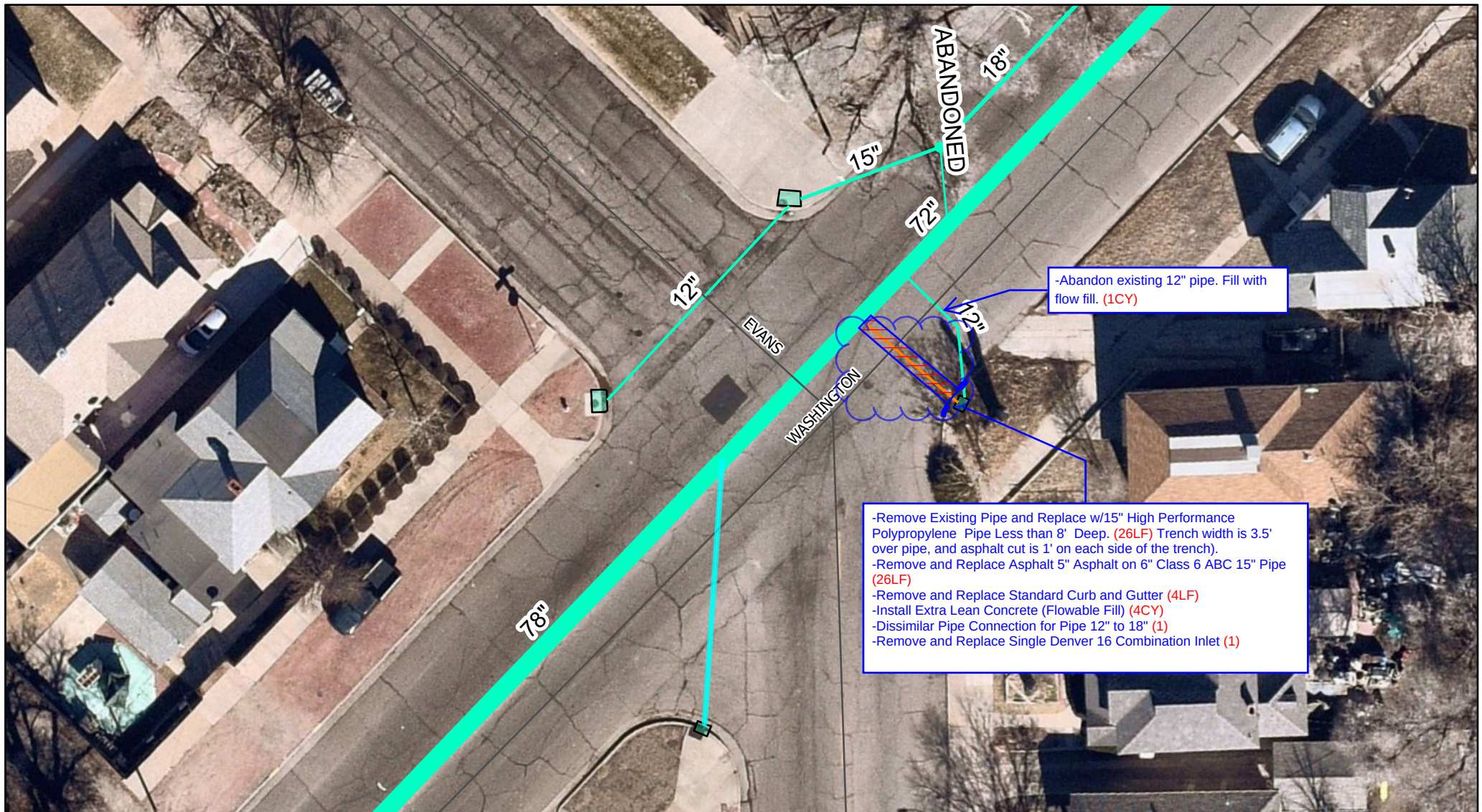
You are hereby authorized to proceed on August 22, 2024, or within three (3) consecutive calendar days thereafter with construction of the above referenced project as set forth in the Contract Documents.

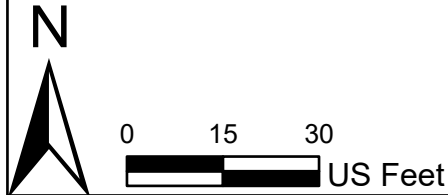
You have fourteen (14) consecutive calendar days to complete this project. If at that time the project is not complete, you may request additional time via an RFI. Your request will be subject to the discretion of the project engineer. If the project engineer deems your request as appropriate you will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

Sincerely,

DocuSigned by:

418AB0234B8D4D5...

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



	Washington & Evans		
	The City of Pueblo, Colorado does not guarantee nor provide any warranty, expressed or implied, as to the representative completeness or accuracy of maps and data provided herein.	 Maxar, Microsoft, Copyright nearmap 2015	

Russ Grading & Excavating LLC

24975 South Rd
Pueblo, CO 81006
USA

INVOICE

Invoice Number: 505
Invoice Date: Sep 29, 2024
Page: 1

Voice: 719-369-9781
Fax:

Bill To:
City of Pueblo PO Box 1427 Pueblo, CO 81002

Ship to:
City of Pueblo PO Box 1427 Pueblo, CO 81002

Customer ID	Customer PO	Payment Terms	
City of Pueblo		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		10/29/24

Quantity	Description	Unit Price	Amount
	WASHINGTON & EVANS EPR SEPT 2024 ORIGINAL CONTRACT		
26.00	R&R 15" HP PIPE >8' DEEP	232.00	6,032.00
26.00	R&R 5" ASPHALT FOR 15" PIPE	80.00	2,080.00
4.00	R&R STANDARD CURB & GUTTER	50.00	200.00
5.00	INSTALL FLOWFILL	185.00	925.00
1.00	DISSIMILAR PIPE CONNECTION 12-18" PIPE	750.00	750.00
1.00	R&R SINGLE TYPE 16 INLET	8,500.00	8,500.00
1.00	TRAFFIC CONTROL +10%	2,185.95	2,185.95
1.00	MOBILIZATION	4,000.00	4,000.00
	CONTRACT DECREASES		
5.00	INSTALL FLOWFILL	185.00	-925.00
1.00	DISSIMILAR PIPE CONNECTION 12-18" PIPE	750.00	-750.00
	CONTRACT INCREASES		
39.00	R&R 15" HP PIPE >8' DEEP	232.00	9,048.00
39.00	R&R 5" ASPHALT FOR 15" PIPE	80.00	3,120.00
11.00	R&R STANDARD CURB & GUTTER	50.00	550.00
65.00	INSTALL FLOWFILL	175.00	11,375.00
1.00	R&R 4' DIA MANHOLE	6,000.00	6,000.00
	CHANGE ORDERS		
1.00	16" WATER MAIN LOWERING (SEE ATTACHED T&M)	31,922.96	31,922.96
1.00	SINK HOLE REPAIR (SEE ATTACHED T&M)	3,312.00	3,312.00

Check/Credit Memo No:	Subtotal	Continued
	Sales Tax	Continued
	Total Invoice Amount	Continued
	Payment/Credit Applied	
	TOTAL	Continued

Russ Grading & Excavating LLC

24975 South Rd
Pueblo, CO 81006
USA

INVOICE

Invoice Number: 505
Invoice Date: Sep 29, 2024
Page: 2

Voice: 719-369-9781
Fax:

Bill To:
City of Pueblo PO Box 1427 Pueblo, CO 81002

Ship to:
City of Pueblo PO Box 1427 Pueblo, CO 81002

Customer ID	Customer PO	Payment Terms	
City of Pueblo		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		10/29/24

Quantity	Description	Unit Price	Amount
507.00	MISC 5" ASPHALT R&R- PER SF (WATER MAIN, SINK HOLE, MISC)	20.00	10,140.00
		Subtotal	98,465.91
		Sales Tax	
		Total Invoice Amount	98,465.91
		Payment/Credit Applied	
		TOTAL	98,465.91

Check/Credit Memo No:

Location:	WASHINGTON & EVANS					Location:	WASHINGTON & EVANS				
Description:	16" WATER MAIN LOWERING					Description:	16" WATER MAIN LOWERING				
Materials	Qty		Price	Total		Materials	Qty		Price	Total	
CAT 315 EX-HR	32.00	x	150.00	4,800.00		BEDDING SAND	31.03	x	10.00	310.30	
CAT 246 SKID-HR	32.00	x	100.00	3,200.00		CONCRETE	1.00	x	1,246.30	1,246.30	
PETE TANDEM DUMP-HR	32.00	x	100.00	3,200.00		TOILET	1.00	x	150.00	150.00	
PIPE TRUCK 1-HR	32.00	x	100.00	3,200.00		3/4" ROCK	30.80	x	22.00	677.60	
PIPE TRUCK 2-HR	8.00	x	100.00	800.00				x		0.00	
SEMI/W FLATBED - HR	4.00	x	135.00	540.00				x		0.00	
SAW CUT 6" -LF	85.00	x	5.00	425.00				x		0.00	
		x		0.00				x		0.00	
		x		0.00				x		0.00	
		x		0.00				x		0.00	
		x		0.00				x		0.00	
		x		0.00				x		0.00	
LABOR PER HOUR	128.00		55.00	7,040.00				x		0.00	
foreman	32.00	x	65.00	2,080.00				x		0.00	
		x		0.00				x		0.00	
		x	50.00	0.00				x		0.00	
				0.00						0.00	
		x	35.00	0.00				x		0.00	
		x		0.00				x		0.00	
tools	0.00	x	100.00	0.00		tools		x		0.00	
tax		x	0.079	0.00		tax	1,137.90	x	0.079	89.89	
	COST	=		25,285.00			COST	=		2,474.09	
	PROFIT	25,285.00	x	0.15	3,792.75		PROFIT	2,474.09	x	0.15	371.11
			TOTAL	29,077.75					TOTAL	2,845.21	
Location:	WASHINGTON & EVANS					Location:	WASHINGTON & EVANS				
Description:	SINK HOLE REPAIR					Description:	SINK HOLE REPAIR				
Materials	Qty		Price	Total		Materials	Qty		Price	Total	
CAT 315 EX-HR	4.00	x	150.00	600.00				x	10.00	0.00	
CAT 246 SKID-HR	4.00	x	100.00	400.00				x	1,246.30	0.00	
PETE TANDEM DUMP-HR	4.00	x	100.00	400.00				x	150.00	0.00	
PIPE TRUCK 1-HR	0.00	x	100.00	0.00				x	22.00	0.00	
PIPE TRUCK 2-HR	0.00	x	100.00	0.00				x		0.00	
SEMI/W FLATBED - HR	0.00	x	135.00	0.00				x		0.00	
SAW CUT 6" -LF	48.00	x	5.00	240.00				x		0.00	
		x		0.00				x		0.00	
		x		0.00				x		0.00	
		x		0.00				x		0.00	
		x		0.00				x		0.00	
		x		0.00				x		0.00	
LABOR PER HOUR	16.00		55.00	880.00				x		0.00	
foreman	4.00	x	65.00	260.00				x		0.00	
		x		0.00				x		0.00	
		x	50.00	0.00				x		0.00	
				0.00						0.00	
		x	35.00	0.00				x		0.00	
		x		0.00				x		0.00	
tools	1.00	x	100.00	100.00		tools		x		0.00	
tax		x	0.079	0.00		tax	0.00	x	0.079	0.00	
	COST	=		2,880.00			COST	=		0.00	
	PROFIT	2,880.00	x	0.15	432.00		PROFIT	0.00	x	0.15	0.00
			TOTAL	3,312.00					TOTAL	0.00	
			PER 6	552.00					PER 6	0.00	



2273 River Road
Grand Junction, CO 81505

Return Service Requested

Customer No: 17266
Invoice No: 1595048
Inv Date: 09/11/24
Page: Page 1 of 2
Customer PO: 1025
Customer Job: 17266/091124/145

7522000227 PRESORT PBPS001 <>



RUSS GRADING & EXCAVATING
24975 SOUTH RD
PUEBLO CO 81006-1745

United Companies
2273 River Road
Grand Junction, CO 81505
(970) 243-4900

Delivered To: washington & evans

Ordered By: BAILEY RUSS

Date	Item	Description	Quantity	UM	Unit Price	MatlTotal	TaxCode	TaxTotal	Total
Ticket #: 70000134									
						From: 05700 RMC: Pueblo West RMC Plant			
09/11/24	70000134	30517123 50 FLOW FILL T0934	10.00	CY	122.00	1,220.00	CO168	92.72	1,312.72
09/11/24	70000134	901.RDF RETAIL DELIVERY FEE	1.00	EA	0.29	0.29	CO00	0.00	0.29
09/11/24	70000134	901.ENVR ENVIRONMENTAL FEE	10.00	EA	0.00	0.00	CO168	0.00	0.00
Total		Cubic Yards of Readymix	10.00			1,220.29		92.72	1,313.01
Ticket #: 70000135									
						From: 05700 RMC: Pueblo West RMC Plant			
09/11/24	70000135	30517123 50 FLOW FILL T0934	10.00	CY	122.00	1,220.00	CO168	92.72	1,312.72
09/11/24	70000135	901.ENVR ENVIRONMENTAL FEE	10.00	EA	0.00	0.00	CO168	0.00	0.00
Total		Cubic Yards of Readymix	10.00			1,220.00		92.72	1,312.72
Ticket #: 70000136									
						From: 05700 RMC: Pueblo West RMC Plant			
09/11/24	70000136	30517123 50 FLOW FILL T0934	10.00	CY	122.00	1,220.00	CO168	92.72	1,312.72
09/11/24	70000136	901.ENVR ENVIRONMENTAL FEE	10.00	EA	0.00	0.00	CO168	0.00	0.00
Total		Cubic Yards of Readymix	10.00			1,220.00		92.72	1,312.72
Ticket #: 70000137									
						From: 05700 RMC: Pueblo West RMC Plant			
09/11/24	70000137	30517123 50 FLOW FILL T0934	10.00	CY	122.00	1,220.00	CO168	92.72	1,312.72
09/11/24	70000137	901.ENVR ENVIRONMENTAL FEE	10.00	EA	0.00	0.00	CO168	0.00	0.00
Total		Cubic Yards of Readymix	10.00			1,220.00		92.72	1,312.72
Ticket #: 70000138									
						From: 05700 RMC: Pueblo West RMC Plant			
09/11/24	70000138	30517123 50 FLOW FILL T0934	10.00	CY	122.00	1,220.00	CO168	92.72	1,312.72
09/11/24	70000138	901.ENVR ENVIRONMENTAL FEE	10.00	EA	0.00	0.00	CO168	0.00	0.00
Total		Cubic Yards of Readymix	10.00			1,220.00		92.72	1,312.72
Ticket #: 70000140									
						From: 05700 RMC: Pueblo West RMC Plant			
09/11/24	70000140	30517123 50 FLOW FILL T0934	5.00	CY	122.00	610.00	CO168	46.36	656.36
09/11/24	70000140	901.ENVR ENVIRONMENTAL FEE	5.00	EA	0.00	0.00	CO168	0.00	0.00
Total		Cubic Yards of Readymix	5.00			610.00		46.36	656.36
Total Invoice:						6,710.29		509.96	7,220.25

Total Cubic Yards of Readymix for this Invoice 55.00

Invoice Taxing Authority Summary:

CO168 CO-City of Pueblo 7.60%

509.96



2273 River Road
Grand Junction, CO 81505

Return Service Requested

Customer No: 17266
Invoice No: 1594364
Inv Date: 09/05/24
Page: Page 1 of 1
Customer PO: 102530517123
Customer Job: 17266/090524/147

3116000250 PRESORT 250 1 MB 0.617 P1C3 <>



RUSS GRADING & EXCAVATING
24975 SOUTH RD
PUEBLO CO 81006-1745

United Companies
2273 River Road
Grand Junction, CO 81505
(970) 243-4900

Delivered To: 617 E EVANS AVE

Ordered By: BAILEY RUSS

Date	Item	Description	Quantity	UM	Unit Price	MatlTotal	TaxCode	TaxTotal	Total
						From: 05700 RMC: Pueblo West RMC Plant			
Ticket #: 70000058									
09/05/24	70000058	30517123 50 FLOW FILL T0934	10.00	CY	122.00	1,220.00	CO00	0.00	1,220.00
09/05/24	70000058	901.RDF RETAIL DELIVERY FEE	1.00	EA	0.29	0.29	CO00	0.00	0.29
09/05/24	70000058	901.ENVR ENVIRONMENTAL FEE	10.00	EA	0.00	0.00	CO168	0.00	0.00
Total			Cubic Yards of Readymix	10.00		1,220.29		0.00	1,220.29
Total Invoice:						1,220.29		0.00	1,220.29

Total Cubic Yards of Readymix for this Invoice 10.00

We Appreciate You and Your Business!

Effective July 1st, 2024 Colorado has instituted a fee of .29 cents for every delivered order

Don't be the victim of cyber fraud! Our banking details will likely NEVER change. If you receive any correspondence requesting a change in our banking details, please contact us immediately

Finance Charges will be applied to any late invoices at a rate of 1.5% per month per credit agreement or the State's Lawful Amount

Invoice Amount: 1,220.29

Amount Paid: _____

Customer Name: Russ Grading & Excavating
Customer No: 17266
Invoice #: 1594364
Date: 09/5/24
Customer Job: 17266/090524/147
Customer PO: 102530517123
Due Date: 10/05/24

If you have any questions about your invoice please call (970) 243-4900

Remit Payment To: Oldcastle SW Group Inc
2350 S 1900 W Ste. 200
Ogden, UT 84401

Please provide your email address below if you would like to start receiving your invoices via email



2273 River Road
Grand Junction, CO 81505

Return Service Requested

Customer No: 17266
Invoice No: 1594719
Inv Date: 09/10/24
Page: Page 1 of 2
Customer PO: 1025
Customer Job: 17266/091024/145

3116000245 PRESORT 245 1 MB 0.617 P1C3 <>



RUSS GRADING & EXCAVATING
24975 SOUTH RD
PUEBLO CO 81006-1745

United Companies
2273 River Road
Grand Junction, CO 81505
(970) 243-4900

Delivered To: WASHINGTON ST & EVANS AVE PUEBLO CO 81007

Ordered By: BAILEY RUSS

Date	Item	Description	Quantity	UM	Unit Price	MatlTotal	TaxCode	TaxTotal	Total
						From: 05701 RMC: Hwy 47 RMC Plant			
Ticket #: 70100060									
09/10/24	70100060	36517158 4000 EXT SS CITY/COUNTY 4220	6.00	CY	193.00	1,158.00	CO168	88.01	1,246.01
09/10/24	70100060	901.RDF RETAIL DELIVERY FEE	1.00	EA	0.29	0.29	CO00	0.00	0.29
09/10/24	70100060	901.ENVR ENVIRONMENTAL FEE	6.00	EA	0.00	0.00	CO168	0.00	0.00
Total			Cubic Yards of Readymix	6.00		1,158.29		88.01	1,246.30
Total Invoice:						1,158.29		88.01	1,246.30

Total Cubic Yards of Readymix for this Invoice 6.00

Invoice Taxing Authority Summary:

CO168 CO-City of Pueblo 7.60% 88.01

We Appreciate You and Your Business!

Effective July 1st, 2024 Colorado has instituted a fee of .29 cents for every delivered order

Don't be the victim of cyber fraud! Our banking details will likely NEVER change. If you receive any correspondence requesting a change in our banking details, please contact us immediately

Tony J Beltramo & Sons Inc1541 Stockyard Road
Pueblo, CO 81001

Invoice

Customer No.: RUSS

Invoice No.: 7587

Bill To: **Russ Grading & Excavating**24975 South Rd
Pueblo, CO 81006Ship To: **Russ Grading & Excavating**

Date		Ship Via		F.O.B.		Terms		
09/18/2024				Origin				
Purchase Order Number			Order Date		Sales Person		Our Order Number	
			09/18/2024					
Quantity		B.O.	Item Number	Description	Unit Price	Amount		
Required	Shipped							
30.77	30.77		ASPHALT	Asphalt	80.00	2461.60		
30.8	30.8		3/4 CRUSH	3/4 Crushed Rock	22.00	677.60		
17.84	17.84		RECYCLE	Recycled Asphalt Base	16.00	285.44		
31.03	31.03		SAND	Sand	10.00	310.30		
→ <i>cheap Colorado state fair</i>								
Invoice subtotal						3734.94		
Sales tax @ 3.90000%						145.66		
Invoice total						3880.60		

*→ check Colorado state fair**= PO 1025 - Evans ? Washington EPR*

Thank You



A-1 BARRICADE & SIGN, INC.

REMIT TO: 201 COLORADO AVE. PUEBLO, CO 81004

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

RENTED TO		JOB LOCATION		TICKET #		
RUSS GRADING & EXCAVATING 1010 S READING ST PUEBLO CO 81001		EMERGENCY STORM DRAIN EVANS & WASHINGTON PUEBLO CO		Con# 136227 Loc 200		
DL/ID #	DOBth	MISC	PHONE	OUT	DATE	TIME
CA28678			W (719) 369-9781		08/26/24	8:00 AM CT
ID#3	PO/JOB #		RECEIVED BY		RETURNED	08/31/24

FINAL

Charge for 1.00 Day(s)

Page: 1

QTY	ITEM#	MIN	HOURLY	OVNITE	8-HOUR	DAY	WEEK	4 WEEK	EXT AMT	NET AMT
24	DRW3-0000				SIGN, 36"ROAD WORK AH (DG)				96.00	96.00
	\$4.00/D					4.00				
36	BADN-0000				DRUM CHANNEL DEVICE N/L				108.00	108.00
	\$3.00/D					3.00				
1	LBTS				LABOR, TCS PER HOUR			85.00	85.00	85.00
----- Payments -----										
	FORCE CHARGE					324.26	08/30/24			

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

RENT	204.00
SALES	0.00
OTHER	85.00
DW/FEES	18.36
SMM TAX	0.00
SALES TAX	16.90
USE TAX	0.00
TOTAL DUE	324.26
TOTAL PAID	0.00
AMT BILLED	324.26



A-I BARRICADE & SIGN, INC.

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

RENTED TO		JOB LOCATION		TICKET #		
RUSS GRADING & EXCAVATING 1010 S READING ST PUEBLO CO 81001		EMERGENCY STORM DRAIN EVANS & WASHINGTON PUEBLO CO		Con# 136282 Loc 200		
DL/ID #	DOBth	MISC	PHONE	OUT	DATE	TIME
CA28678			W (719) 369-9781		09/01/24	7:00 AM CT
ID#3	PO/JOB #	RECEIVED BY			RETURNED	09/12/34

FINAL

Charge for 1.00 Day(s) Page: 1

QTY	ITEM#	MIN	HOURLY	OVNITE	8-HOUR	DAY	WEEK	4 WEEK	EXT AMT	NET AMT
8	DRW3-0000				SIGN, 36"ROAD WORK AH(DG)				32.00	32.00
	\$4.00/D					4.00				
272	BADN-0000				DRUM CHANNEL DEVICE N/L				816.00	816.00
	\$3.00/D					3.00				
40	DSC3-0000				SIGN, 36"STREET CL.AH(DG)				160.00	160.00
	\$4.00/D					4.00				
40	T1RN-0000				BARR.T-1 RD CL N/L				120.00	120.00
	\$3.00/D					3.00				
4	LBTS				LABOR, TCS PER HOUR			85.00	340.00	340.00
----- Payments -----										
	FORCE CHARGE					1662.97	09/13/24			

Office Hours:

M-F 7:30am - 5:00pm

Closed For Lunch 12pm - 1pm

Closed Sat. & Sun.

RENT	1128.00
SALES	0.00
OTHER	340.00
DW/FEES	101.52
SMM TAX	0.00
SALES TAX	93.45
USE TAX	0.00

TOTAL DUE	1662.97
TOTAL PAID	0.00
AMT BILLED	1662.97

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

09/13/24 14:12:10

City Of Pueblo

Contract Change Order

Department Of Public Works

Project Number : 23-040**Change Order No. :** 1**Date:** October 15, 2024**Project Name :** 2023-2026 Emergency Stormwater Point Repair - Evans Ave. and Washington St.**Contractor :** Russ Grading & Excavation

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1 Thru 7	Change in quantities to complete the changes in the project.		\$22,418.00
8	Remove and Replace 4' Dia Manhole		\$6,000.00
9	16" Water Main Lowering		\$31,922.96
10	Sink Hole Repair		\$3,312.00
11	5" Asphalt Remove and Replace		\$10,140.00
12	Traffic Control		\$2,185.95
TOTAL		\$0.00	\$75,978.91

Net Adjustment This Change Order	\$	75978.91
Amount of Previous Change Order(s)	\$	0.00
Original Contract Amount	\$	22487.00
Total Adjusted Contract Amount To Date	\$	98465.91

Reason For Change:

Changed location of Storm line and added Manhole. Also relocated the water main to accommodate.

Prepared by:



Associate Field Engineer

Date:

10/16/24

Reviewed by:



Construction Manager

Date:

10/16/24

Accepted by:



Contractor's Representative

Date:

10/16/24

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

Approved by:



Director of Public Works

Date:

10/16/24



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: October 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief

SUBJECT: A RESOLUTION ADOPTING THE 2024 PUEBLO COUNTY HAZARD
MITIGATION PLAN

SUMMARY:

This Resolution approves the Natural Hazard Mitigation Plan for Pueblo County, Colorado (2024)

PREVIOUS COUNCIL ACTION:

Reference Resolution 13684. Approved 2017 Natural Hazard Mitigation Plan

BACKGROUND:

The Disaster Mitigation Act (DMA) mandates proactive, pre-disaster hazard mitigation planning as a condition for specific funding under the Robert T. Stafford Act. This legislation promotes collaboration between state and local governments in disaster preparedness. The planning framework established by the DMA enables local authorities to define precise mitigation needs, leading to quicker funding allocation and more efficient risk reduction initiatives. Hazard mitigation encompasses both long- and short-term tactics aimed at minimizing loss of life, injury, and property damage during disasters. This involves planning, policy adjustments, programs, projects, and other measures to lessen the impacts of hazards. While it's impossible to precisely forecast the timing, location, or severity of disasters, strategic planning and cooperative efforts among governmental bodies, stakeholders, and the public can reduce disaster-related losses. Various parties, including homeowners, businesses, and governmental entities at all levels, bear responsibility for implementing hazard mitigation measures.

In Pueblo County, a coalition of local governments and organizations has sustained a hazard mitigation plan (HMP) to mitigate risks from natural disasters and align with DMA requirements. The 2024 update of this plan extends prior community efforts and outlines the mitigation tactics that Pueblo County and its local governments will implement over the ensuing five years

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO.

A RESOLUTION ADOPTING THE 2024 PUEBLO COUNTY
HAZARD MITIGATION PLAN

WHEREAS, the City Council for the City of Pueblo, a Colorado Municipal Corporation, recognizes the threat that natural hazards pose to the people and property of the City of Pueblo; and

WHEREAS, Pueblo County has prepared a multi-hazard mitigation plan known as the 2024 Pueblo County Hazard Mitigation Plan in accordance with FEMA requirements found at 44 C.F.R. 201.6; and,

WHEREAS, the 2024 Pueblo County Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risks to people and property in Pueblo County from the impacts of future hazards and disasters: and

WHEREAS, the City's adoption of the 2024 Pueblo County Hazard Mitigation Plan demonstrates its commitment to hazard mitigation and achieving the goals outlined in the 2024 Pueblo County Hazard Mitigation Plan; and

WHEREAS, City Council finds that this Resolution is necessary to protect the public health, safety and general welfare of the inhabitants of the City and is in the best interest of the City; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City of Pueblo hereby adopts the 2024 Pueblo County Hazard Mitigation Plan, as approved by the Federal Emergency Management Agency, as the City's Multi-Hazard Mitigation Plan, and resolves to execute the actions in the Plan.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: October 28, 2024

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK



**Background Paper for Proposed
Action Item**

COUNCIL MEETING DATE: October 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: A RESOLUTION TABLING FINAL ACTION ON THE PETITION FOR THE ANNEXATION AREA COMMONLY KNOWN AS THE PUEBLO RECREATION RESORT NO. 1 ANNEXATION FOR AN ADDITIONAL PERIOD OF NOT MORE THAN 180 DAYS.

SUMMARY:

A Resolution tabling final action on the petition for the annexation area commonly known as the Pueblo Recreation Resort No. 1 Annexation for an additional period of not more than 180 days.

PREVIOUS COUNCIL ACTION:

On April 22, 2024, City Council approved Resolutions 15607 which preliminarily determined that the petition for the annexation of the area commonly known as the Pueblo Recreation Resort No. 1 Annexation was valid under the provisions of the Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1).

BACKGROUND:

On February 14, 2024, the petitioner, Pueblo Recreation Investors, LLC, submitted an annexation petition for the Pueblo Recreation Resort No. 1 Annexation totaling 80.28-acres located north of State Highway 78, southwest of Ventana Subdivision, Filing No. 1, and east of the Southside Landfill. This Resolution will approve and extension of an additional period of not more than 180 days through April 26, 2025.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

None.

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:

If the extension is not approved, the applicant will be required to submit new petitions for annexation and restart the annexation process. The extension of the review period prior to final action on the petitions will allow the current process to continue.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. A-24-02 Petition for Annexation Attachments

RESOLUTION NO.

A RESOLUTION TABLING FINAL ACTION ON THE PETITION FOR THE ANNEXATION AREA COMMONLY KNOWN AS THE PUEBLO RECREATION RESORT NO. 1 ANNEXATION FOR AN ADDITIONAL PERIOD OF NOT MORE THAN 180 DAYS.

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Final action on the Petition is hereby tabled for an additional period of not more than one hundred eighty (180) days to April 26, 2025.

SECTION 2.

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 3.

The officers and staff of the City are authorized and directed 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 approval.

INTRODUCED: October 28, 2024

BY: None
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: Pueblo Recreation Resort
Annexation No. 1

Location and size in acres: Section SW 1/4 17, Township 21 South,
Range 65, West of the 6th P.M., County of Pueblo, Colorado,
80.28 acres.
100 % of Owners 1; Less than 100% of owners 0
School District No. 60; Special District: N/A

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:

***NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 17,
TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., LESS
COLORADO STATE HIGHWAY No. 78 RIGHT-OF-WAY.***

CONTAINING 80.28 ACRES, MORE OR LESS

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.

Pueblo Recreation Resort No. 1

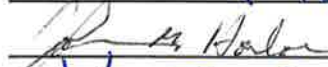
SIGNATURE

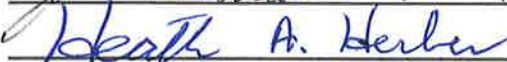
MAILING
ADDRESS

LEGAL
DESCRIPTION

DATE OF
SIGNING

 6601 EUSHWAY 60 GOLD CANYON AZ 85118 2/19/24

 1206 Red Cedar Ct. Oshkosh, WI 54650 2/19/24

 2727 Glen Arbor Drive 2/19/24
Colorado Springs, CO 80920

The 80.28 Acres is 100% owned by Pueblo
Recreation Investors LLC, which is 100% owned
by the Three Members who have signed above.

Signed:

by  Mgr 2/19/2024
Manager of Pueblo Recreation Investors, LLC

AFTER RECORDING, RETURN TO:

Sara M. Frear
Mulliken Weiner Berg & Jolivet P.C.
102 South Tejon Street, Suite 900
Colorado Springs, CO 80903

STATEMENT OF AUTHORITY

1. This Statement of Authority relates to an entity named: **Pueblo Recreation Investors, LLC.**
2. The type of entity is a:

☐ corporation	☐ registered limited liability limited partnership
☐ nonprofit corporation	☐ limited partnership association
☒ limited liability company	☐ unincorporated nonprofit association
☐ general partnership	☐ government or governmental subdivision/agency
☐ limited partnership	☐ business trust
☐ registered limited liability partnership	☐ trust _____
3. The entity is formed under the laws of the State of Colorado.
4. The entity's mailing address is: 2727 Glen Arbor Drive, Colorado Springs, CO 80920.
5. The ☒ name ☒ position of the person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is:

Heath A. Herber, as Manager
6. (Optional) The authority of the foregoing person to bind the entity is ☒ not limited ☐ limited as follows:
7. (Optional) Other matters concerning the manner in which the entity deals with interests in real property: None.
8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, Colorado Revised Statutes.

Executed this 11th day of October, 2023.

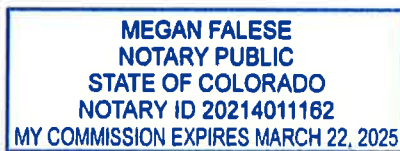
Pueblo Recreation Investors, LLC,
a Colorado limited liability company

By: Heath A Herber
Name: Heath A. Herber
Title: Manager

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 11th day of October 2023, by Heath A. Herber, as Manager of **Pueblo Recreation Investors, LLC**, a Colorado limited liability company.

Witness my hand and official seal.



[SEAL]

Megan Falese
Notary Public
My Commission Expires: 03-22-25

CIRCULATOR'S OATH

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

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

Heath A Herber
Circulator's Signature

Subscribed and affirmed, or sworn to, before me in the County of El Paso,
State of Colorado, this 28th day of February,
2024,
By Heath Herber.

Witness my hand and official seal.

My commission expires: 11/14/2026.

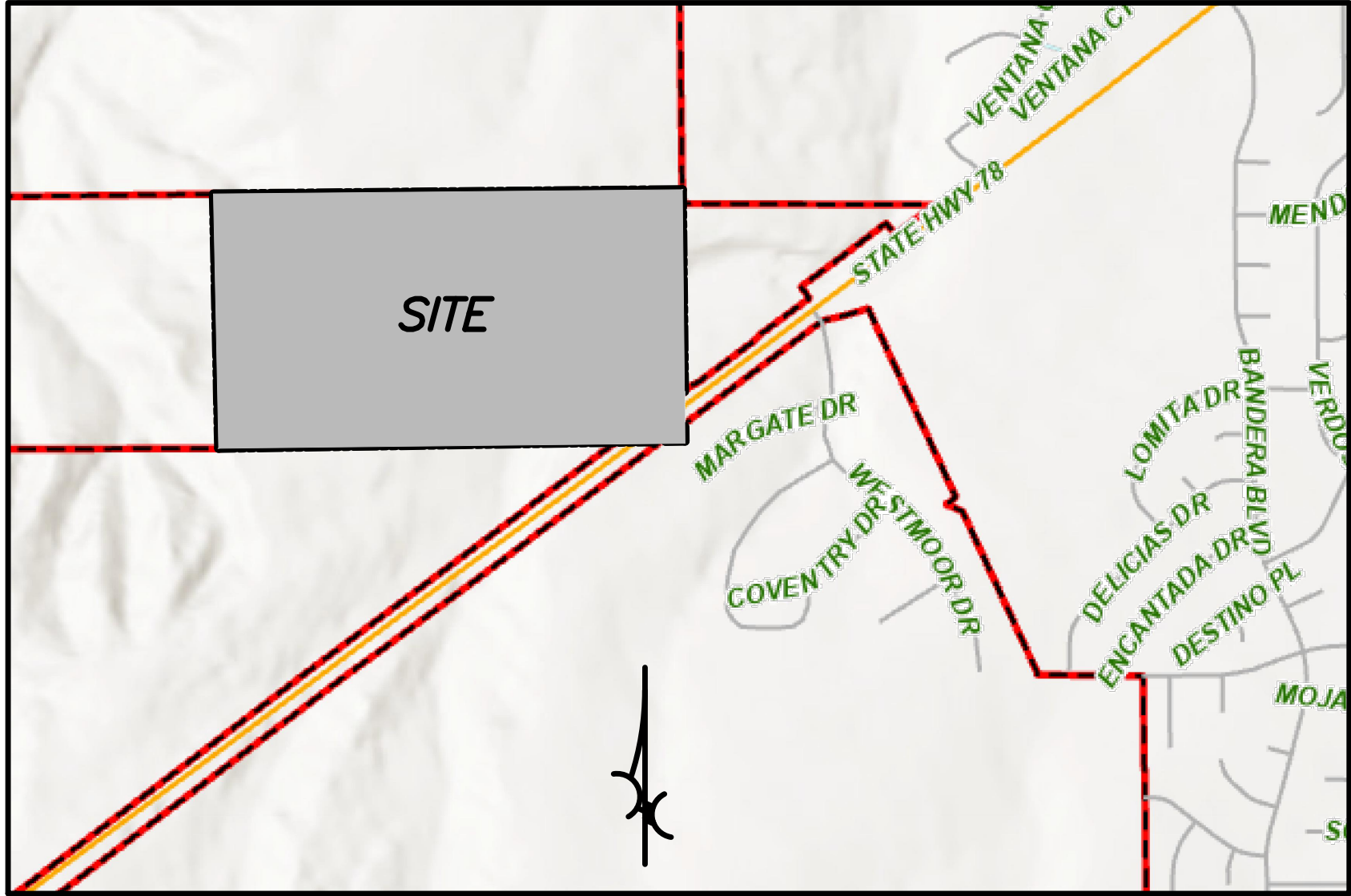
(SEAL)

V. Duran
Notary Public (or official title)



PUEBLO RECREATION RESORT ANNEXATION NO. 1

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
COUNTY OF PUEBLO, STATE OF COLORADO



VICINITY MAP

BASIS OF BEARINGS:

THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. MONUMENTED ON THE WEST END WITH FOUND 3 1/4\"/>

LEGEND



EXISTING CITY LIMITS LINE

PROPOSED CITY LIMITS LINE

1. AREA TO BE ANNEXED:

NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., LESS COLORADO STATE HIGHWAY No. 78 RIGHT-OF-WAY.

CONTAINING 80.28 ACRES, MORE OR LESS

2. PROPOSED NEW CITY LIMITS LINE:

DESCRIPTION NO. 1
BEGINNING FROM THE WEST ONE-QUARTER CORNER OF SECTION 17; THENCE N. 89°28'19\"/>

AND

DESCRIPTION NO. 2
BEGINNING FROM THE WEST ONE-SIXTEENTH CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 17; THENCE N. 89°07'57\"/>

AND

DESCRIPTION NO. 3
COMMENCING FROM THE SOUTH ONE-QUARTER CORNER OF SECTION 17; THENCE N. 05°03'15\"/>

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 THE 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
For and on behalf of NorthStar Engineering
And Surveying, Inc.

NORTHSTAR ENGINEERING AND SURVEYING, INC.			
111 E. 5TH ST. PUEBLO, CO 81003		(719)544-6823 (719)544-6825 FAX	
ANNEXATION PLAT			
TITLE:	FILE: 2203200_ANNEX-1.DWG		
SCALE: 1" = 200'	DRAWN BY: DJA	JOB NO. 2203200	
DATE: 01-29-2024	CHECKED BY: MLC	SHEET 1 OF 1	



**Background Paper for Proposed
Action Item**

COUNCIL MEETING DATE: October 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: A RESOLUTION TABLING FINAL ACTION ON THE PETITION FOR THE ANNEXATION OF THE AREA COMMONLY KNOWN AS THE PUEBLO RECREATION RESORT NO. 2 ANNEXATION FOR AN ADDITIONAL PERIOD OF NOT MORE THAN 180 DAYS

SUMMARY:

A Resolution tabling final action on the petition for the annexation area commonly known as the Pueblo Recreation Resort No. 2 Annexation for an additional period of not more than 180 days.

PREVIOUS COUNCIL ACTION:

On April 22, 2024, City Council approved Resolutions 15608 which preliminarily determined that the petition for the annexation of the area commonly known as the Pueblo Recreation Resort No. 2 Annexation was valid under the provisions of the Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1).

BACKGROUND:

On February 14, 2024, the petitioner, Pueblo Recreation Investors, LLC, submitted an annexation petition for the Pueblo Recreation Resort No. 2 Annexation totaling 219.95-acres located east and west of State Highway 78, southwest of Ventana Subdivision, Filing No. 1, and west of the Westmoor Subdivision of unincorporated Pueblo County. This Resolution will approve and extension of an additional period of not more than 180 days through April 26, 2025.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

None.

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:

If the extension is not approved, the applicant will be required to submit new petitions for annexation and restart the annexation process. The extension of the review period prior to final action on the petitions will allow the current process to continue.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. A-24-03 Petition for Annexation Attchments

RESOLUTION NO.

A RESOLUTION TABLING FINAL ACTION ON THE PETITION
FOR THE ANNEXATION OF THE AREA COMMONLY KNOWN
AS THE PUEBLO RECREATION RESORT NO. 2 ANNEXATION
FOR AN ADDITIONAL PERIOD OF NOT MORE THAN 180 DAYS

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Final action on the Petition is hereby tabled for an additional period of not more than one hundred eighty (180) days to April 26, 2025.

SECTION 2.

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 3.

The officers and staff of the City are authorized and directed 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 approval.

INTRODUCED: October 28, 2024

BY: None
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: Pueblo Recreation Resort
Annexation No. 2

Location and size in acres: Section SW 1/4 17,
NW 1/4 20, Township 21 South,
Range 65, West of the 6th P.M., County of Pueblo, Colorado,
219.95 acres.
100 % of Owners 1; Less than 100% of owners 0
School District No. 60; Special District: N/A

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:

***SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 17,
TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., LESS
COLORADO STATE HIGHWAY No. 78 RIGHT-OF-WAY.***

CONTAINING 73.07 ACRES, MORE OR LESS

***NORTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH,
RANGE 65 WEST OF THE 6TH P.M., LESS COLORADO STATE
HIGHWAY No. 78 RIGHT-OF-WAY AND LESS THAT PORTION OF
THE NORTHWEST ONE-QUARTER OF SECTION 20 INCLUDED IN
THE JACKSON RANCH ANNEXATION.***

CONTAINING 146.88 ACRES, MORE OR LESS

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.

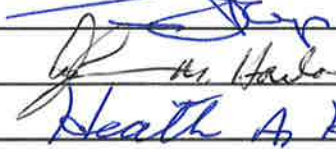
- (b) Acknowledge and agree that upon the annexation of the area proposed to be annexed and, subject to the provisions of the Annexation Agreement, the area shall become subject to the Charter, ordinances, resolutions, rules and regulations of the City, but that the City shall have no obligation to furnish 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.

Pueblo Recreation Resort Annexation No. 2

<u>SIGNATURE</u>	<u>MAILING ADDRESS</u>	<u>LEGAL DESCRIPTION</u>	<u>DATE OF SIGNING</u>
	6601 E US HWY 60	Good Canyon	2/19/24
	1206 Red Cedar Ct. Oronoke WI 54650		2/19/24
	2727 Glen Arbor Drive		2/19/24
	Colorado Springs, CO 80920		

The 219.95 Acres is 100% OWNED by Pueblo Recreation Investors LLC which is owned 100% by The Three Member who have signed above.

Signed
by Heath A Herber, mgr 2/19/2024
Manager of Pueblo Recreation Investors LLC

AFTER RECORDING, RETURN TO:

Sara M. Frear
Mulliken Weiner Berg & Jolivet P.C.
102 South Tejon Street, Suite 900
Colorado Springs, CO 80903

STATEMENT OF AUTHORITY

1. This Statement of Authority relates to an entity named: **Pueblo Recreation Investors, LLC.**
2. The type of entity is a:

☐ corporation	☐ registered limited liability limited partnership
☐ nonprofit corporation	☐ limited partnership association
☒ limited liability company	☐ unincorporated nonprofit association
☐ general partnership	☐ government or governmental subdivision/agency
☐ limited partnership	☐ business trust
☐ registered limited liability partnership	☐ trust _____
3. The entity is formed under the laws of the State of Colorado.
4. The entity's mailing address is: 2727 Glen Arbor Drive, Colorado Springs, CO 80920.
5. The ☒ name ☒ position of the person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is:

Heath A. Herber, as Manager
6. (Optional) The authority of the foregoing person to bind the entity is ☒ not limited ☐ limited as follows:
7. (Optional) Other matters concerning the manner in which the entity deals with interests in real property: None.
8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, Colorado Revised Statutes.

Executed this 11th day of October, 2023.

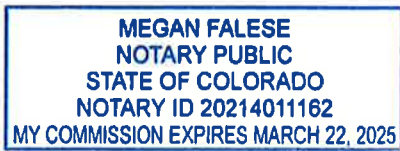
Pueblo Recreation Investors, LLC,
a Colorado limited liability company

By: Heath A. Herber
Name: Heath A. Herber
Title: Manager

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 11th day of October 2023, by Heath A. Herber, as Manager of **Pueblo Recreation Investors, LLC**, a Colorado limited liability company.

Witness my hand and official seal.



[SEAL]

Megan Falese
Notary Public
My Commission Expires: 03-22-25

CIRCULATOR'S OATH

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

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

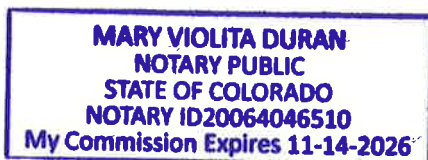
Heath A. Herber
Circulator's Signature

Subscribed and affirmed, or sworn to, before me in the County of El Paso,
State of Colorado, this 28th day of February,
2024,
By Heath Herber.

Witness my hand and official seal.
My commission expires: 11/14/2026.

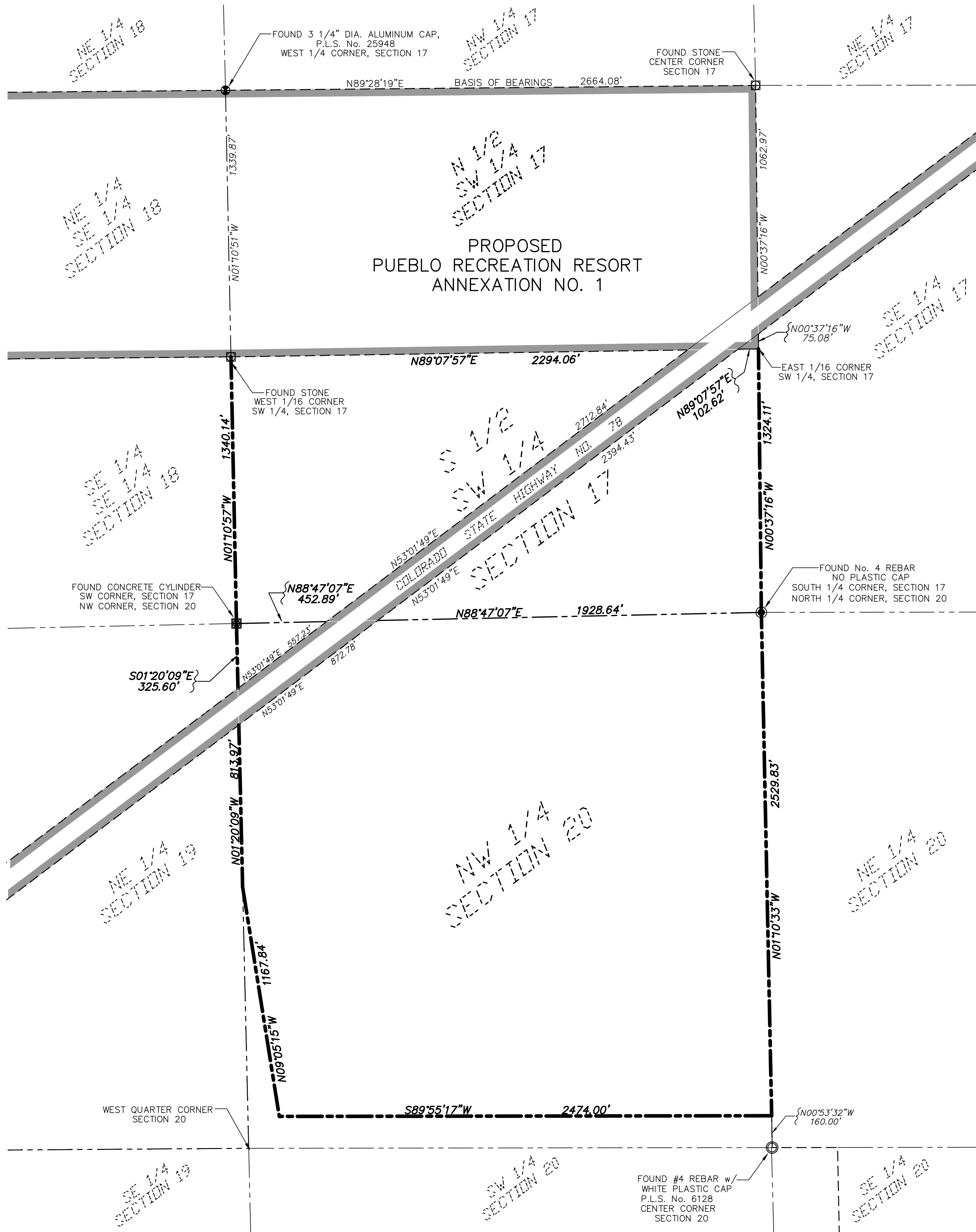
(SEAL)

M. Duran
Notary Public (or official title)



PUEBLO RECREATION RESORT ANNEXATION NO. 2

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 17 AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 20,
TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
COUNTY OF PUEBLO, STATE OF COLORADO



SCALE: 1" = 300'

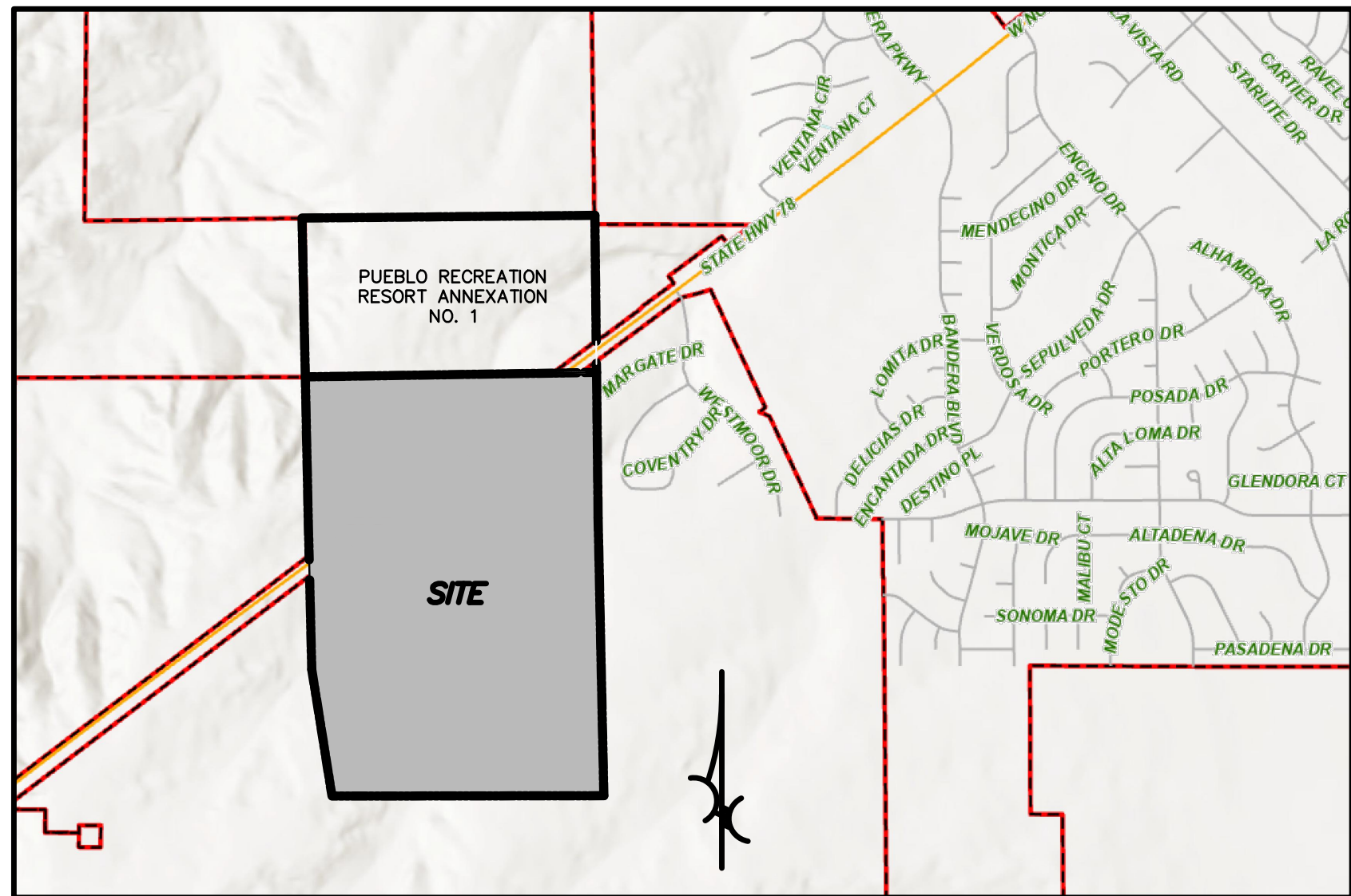
0 150' 300' 600'

BASIS OF BEARINGS:

THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. MONUMENTED ON THE WEST END WITH FOUND 3 1/4" DIA. ALUMINUM CAP, P.L.S. No. 25948, AND ON THE EAST END WITH A FOUND STONE, BEARS N. 89°28'19" E.

LEGEND

EXISTING CITY LIMITS LINE
PROPOSED CITY LIMITS LINE



VICINITY MAP

1. AREAS TO BE ANNEXED:

SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., LESS COLORADO STATE HIGHWAY NO. 78 RIGHT-OF-WAY.

CONTAINING 73.07 ACRES, MORE OR LESS

AND

NORTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., LESS COLORADO STATE HIGHWAY NO. 78 RIGHT-OF-WAY AND LESS THAT PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 20 OWNED BY WESTERN POWER AND GAS COMPANY.

CONTAINING 146.88 ACRES, MORE OR LESS

2. PROPOSED NEW CITY LIMITS LINE:

DESCRIPTION NO. 1

BEGINNING FROM THE WEST ONE-SIXTEENTH CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 17; THENCE S. 00°37'16" E., A DISTANCE OF 1,324.11 FEET TO THE SOUTH ONE-QUARTER CORNER OF SECTION 17; THENCE S. 01°10'33" E., A DISTANCE OF 2,529.83 FEET; THENCE S. 89°55'17" W., A DISTANCE OF 2,474.00 FEET; THENCE N. 09°05'15" W., A DISTANCE OF 1,167.84 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 20; THENCE N. 01°20'09" W., A DISTANCE OF 813.97 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78.

AND

DESCRIPTION NO. 2

BEGINNING FROM THE EAST ONE-SIXTEENTH CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 17; THENCE S. 00°37'16" E., A DISTANCE OF 1,324.11 FEET TO THE SOUTH ONE-QUARTER CORNER OF SECTION 17; THENCE S. 01°10'33" E., A DISTANCE OF 2,529.83 FEET; THENCE S. 89°55'17" W., A DISTANCE OF 2,474.00 FEET; THENCE N. 09°05'15" W., A DISTANCE OF 1,167.84 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 20; THENCE N. 01°20'09" W., A DISTANCE OF 813.97 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78.

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 THE 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
For and on behalf of NorthStar Engineering
And Surveying, Inc.

NORTHSTAR ENGINEERING AND SURVEYING, INC.		(719)544-6823 (719)544-6825 FAX
111 E. 5TH ST. PUEBLO, CO 81003		
ANNEXATION PLAT		
TITLE:	FILE: 2203200_ANNEX-2.DWG	
SCALE: 1" = 300'	DRAWN BY: DJA	JOB NO. 2203200
DATE: 01-29-2024	CHECKED BY: MLC	SHEET 1 OF 1



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: October 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF ANNA JONES & JOE TREANOR TO COMPLETE A FOUR-YEAR TERM EXPIRING AUGUST 30, 2027, ON THE ADA ADVISORY COMMITTEE

SUMMARY:

This Resolution confirms the appointment by the Mayor of Anna Jones & Joe Treanor to complete a four-year term expiring August 30, 2027, on the ADA Advisory Committee.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

Due to the term expiration of Elizabeth Harmes, and the committee composition of *up to* 15 members, there are up to seven spots available to serve a four-year term expiring August 30, 2026 or August 30, 2027 on the ADA Advisory Committee.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

The ADA Advisory Committee has recommended appointing both applicants.

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

N/A

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO.

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE
MAYOR OF ANNA JONES & JOE TREANOR TO COMPLETE A
FOUR-YEAR TERM EXPIRING AUGUST 30, 2027, ON THE ADA
ADVISORY COMMITTEE

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Anna Jones & Joe Treanor to the ADA Advisory Committee; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Anna Jones & Joe Treanor to the ADA Advisory Committee to serve a four-year term expiring August 30, 2027 shall be and is hereby confirmed by the City Council.

SECTION 2.

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

SECTION 3.

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

INTRODUCED: October 28, 2024

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE ADDING SECTION 304 OF CHAPTER 1 OF TITLE XI OF THE PUEBLO MUNICIPAL CODE ADDING THE OFFENSE OF INTERFERENCE WITH A CITY EMPLOYEE

SUMMARY:

Attached for consideration is a proposed addition to the Pueblo Municipal Code adding an offense to interfere, including threatening, harassing, etc., an employee of the City.

PREVIOUS COUNCIL ACTION:

No prior action.

BACKGROUND:

While performing their duties, employees of City often face: harassment, including at their offices and counters; threats toward their safety; and dangerous situations sometimes in remote locations.

By July of 2024, Park Rangers had been threatened with deadly weapons three times and faced constant threats to their physical safety, one of those incidents involved an individual with two knives. Often, Park Rangers are in areas where police support is delayed such as out on a trail.

Animal Control officers face threats virtually, if not actually, daily. They receive death threats, and individuals with deadly weapons such as knives. Examples include an individual who went inside his house and came out with gun holstered on his hip (those actions do not quite rise to menacing but are intended to intimidate) while yelling at officers. Another example is animal control officers having lawn furniture thrown at them.

Code enforcement officers have had incidents where they were shot at and on at least

one occasion an attempt to run them over with a vehicle. They have a policy to leave when things are heated and apply for a search warrant and return with assistance. However, they are still facing constant threats and harassment and have had individuals release dogs out at them.

Parking Enforcement has daily harassment. After consulting with the supervisor of Parking Enforcement it was suggested that the tow companies engaged by City are harassed regularly.

Community Service Program at the Municipal Court often faces harassment and threats while out in the community in the performance of their duties. Similar to those listed above, they are placed in these situations due to the nature of the work they perform for the City.

All these agents are trained and specifically have policies to leave situations that are dangerous or escalating. However, many times they are unable to quickly or safely extricate themselves. City employees who work at windows such as in Municipal Court and Sales Tax receive threats and harassment regularly. These are situations where employees cannot extricate themselves quickly. Additionally, they are often threatened in ways that are not covered by other already existing regulations such as menacing, or they do not qualify as law enforcement for state statutes such as second-degree assault on a peace officer.

State statute does include prohibitions for attempting to influence a public official, typically through deceit to influence a decision. Given the nature of the offense in this section for an individual to harass or threaten in attempt to thwart a City agent from completing their duties, and that it is in the interest of the City to discourage individuals from using deceit to influence City Agents, it is logical to include that in this section.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Not approving these changes will mean these violations will remain class 2 municipal offenses.

RECOMMENDATION:

Accept the changes.

ATTACHMENTS:

1. Ordinance for harassment of public official

ORDINANCE NO. _____

AN ORDINANCE ADDING SECTION 304 OF CHAPTER 1
OF TITLE XI OF THE PUEBLO MUNICIPAL CODE ADDING
THE OFFENSE OF INTERFERENCE WITH A CITY
EMPLOYEE

WHEREAS, The City of Pueblo ("City") is a Colorado home rule municipality, with all powers and authority vested under Colorado law; and

WHEREAS, Individuals who are engaged in City business are facing threats and harassment with the intent to change or prevent them from performing the duties to which they are assigned; and

WHEREAS, there are times these acts are not already covered by other criminal codes; and

WHEREAS, City has an interest in protecting those engaged in City business; and

WHEREAS, impeding those engaged in City Business thwarts the obligations of City to enforce rules, laws, and ordinances. NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 11-1-304 of the Pueblo Municipal Code is hereby enacted to read as follows:

Sec. 11-1-304

(a) **For the purposes of this section, "City Agent" includes, all persons qualified as employees under Section 1-5 of the Charter of the City of Pueblo, and those persons qualified as officers under Article 2 of the Charter of the City of Pueblo, and all those persons qualified under Section 8-5 of the Charter of the City of Pueblo as Unclassified and Classified Service. The term City Agent also includes part-time employees and employees of designated contractors while engaged in City business and the execution of their duties assigned under their contract, and tow truck operators contacted by City for nonconsensual tows or tows done for the purposes and/or request of law enforcement. The term City Agent includes, but is not limited to, Park Rangers, Code Enforcement Officers, Parking Enforcement Officers, and Animal Services Officers and employees.**

(b) A person commits intimidating a City Agent if, by use of a threat, act of harassment, or act of harm or injury, he or she intentionally attempts to or does prevent the City Agent from performing the duties and responsibilities of his or her position.

(c) A person commits attempting to influence a City Agent, if, by means of deceit, threat of violence or economic reprisal against a person or property, with the intent thereby to alter or affect the City Agent's decision, vote, opinion, or action concerning a matter which was to be considered or performed by the City Agent or their department or body of which the City.

(d) Violation of this section is a Class 1 Municipal Offense.

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 Ordinance to effectuate the policies and procedures described herein.

SECTION 3.

This Ordinance shall become effective thirty (30) days after 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: October 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE AMENDING SECTIONS 402 AND 403 OF CHAPTER 1 OF TITLE XI OF THE PUEBLO MUNICIPAL CODE AMENDING THE CLASS OF OFFENSE FOR DAMAGING, DEFACING OR DESTRUCTION OF PROPERTY AND AMENDING THE CLASS LEVEL FOR SAID OFFENSES.

SUMMARY:

Attached for consideration is a proposed amendment of the Pueblo Municipal Code 11-1-402 and 11-1-403 regarding damaging, defacing or destruction of property and amending the class level for said offenses.

PREVIOUS COUNCIL ACTION:

This portion of the Pueblo Municipal Code was last modified in 2022 to modify the monetary value of the offenses reflecting changes in the state law.

BACKGROUND:

Currently, damaging, defacing or destruction of property is a Class 2 municipal offense. Both sections prohibit similar behavior with the difference being Section 11-1-402 prohibits acts against privately owned property and Section 11-1-403 prohibits acts against City property. This law is similar to the state Criminal Mischief statute (C.R.S. §18-4-501).

Colorado Senate Bill 21-271, titled Misdemeanor Reform, modified state sentencing ranges for misdemeanors and eliminated Class 3 misdemeanors altogether. At the same time, it modified the level of crime for Criminal Mischief in state court. The maximum sentence for a standard (i.e. without aggravators) Class One misdemeanor is up to 364 days in jail and/or a fine of up to \$1,000. (Note: maximum sentences do not preclude alternative sentences such as probation). The maximum sentence for a Class 1 municipal offense under PMC is a sentence of up to 364 days in jail and/or a fine of up to \$1,000. Thus, the two levels of offenses are analogous.

Further, the state statutes divide criminal mischief by value of the damage being less than \$300 a petty offense, \$300-\$999.99 a Class 2 misdemeanor, and \$1,000 to \$1,999.99 a Class 1 misdemeanor. It is suggested that we divide our levels out similarly with damage less than \$999.99 being a Class 2 municipal offense, and \$1,000 to \$2000 being a Class 2 municipal offense.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Not approving these changes will mean these violations will remain Class 2 municipal offenses.

RECOMMENDATION:

Accept the changes.

ATTACHMENTS:

1. Damaging, defacing or destruction of City property Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 402 AND 403 OF CHAPTER 1 OF TITLE XI OF THE PUEBLO MUNICIPAL CODE AMENDING THE CLASS OF OFFENSE FOR DAMAGING, DEFACING OR DESTRUCTION OF PROPERTY, AND DAMAGING, DEFACING OR DESTRUCTION OF CITY PROPERTY.

WHEREAS, The City of Pueblo ("City") is a Colorado home rule municipality, with all powers and authority vested under Colorado law; and

WHEREAS, the equivalent state law is Criminal Mischief found in C.R.S. §18-4-501; state law makes this crime a petty offense if the damage is less than three hundred dollars, a Class 2 misdemeanor if damage is three hundred dollars or more but less than one thousand dollars, and a Class 1 misdemeanor for damage greater than one thousand dollars but less than two thousand dollars; and

WHEREAS, the state law sentencing structure was changed effective March 2022 in the Misdemeanor Reform Bill; and

WHEREAS, it is in the public interest to deter individuals from damaging property belonging to another, or belonging to the City;

WHEREAS, this modification will align the City Ordinances with state statutes with regards to the level of offense. NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 402 of Chapter 1 of Title XI of the Pueblo Municipal Code is hereby amended and enacted to read as follows;

Sec. 11-1-402. - Damaging, defacing or destruction of property.

a) It shall be unlawful for any person to knowingly damage, deface, destroy or injure the real or personal property of one (1) or more other persons in the course of a single episode where the aggregate damage to the real or personal property is less than two thousand dollars (\$2,000.00).

(b) Damaging, defacing or destruction of property **of a value of one thousand dollars (\$1,000) or more but less than two thousand dollars (\$2,000)** is a Class [2] **1** municipal offense, provided that if the person found guilty of violating Subsection (a) was under eighteen (18) years of age on the date of violation, the court shall not impose a jail sentence.

(c) Damaging, defacing or destruction of property of a value of up to nine hundred ninety-nine dollars and ninety-nine cents (\$999.99) is a Class 2 municipal offense, provided that if the person found guilty of violating Subsection (a) was under eighteen (18) years of age on the date of violation, the court shall not impose a jail sentence.

SECTION 2.

Section 403 of Chapter 1 of Title XI of the Pueblo Municipal Code is hereby amended and enacted to read as follows;

Sec. 11-1-403. - Damaging, defacing or destruction of City property.

(a) It shall be unlawful for any person to knowingly damage, deface, destroy or injure the real or personal property of the City in the course of a single episode where the aggregate damage to the real or personal property is less than two thousand dollars (\$2,000.00).

(b) Damaging, defacing or destruction of City property **of a value of one thousand dollars (\$1,000) or more but less than two thousand dollars (\$2,000)** is a Class [2] **1** municipal offense, provided that if the person found guilty of violating Subsection (a) was under eighteen (18) years of age on the date of violation, the court shall not impose a jail sentence.

(c) Damaging, defacing or destruction of City property of a value of up to nine hundred ninety-nine dollars and ninety-nine cents (\$999.99) is a Class 2 municipal offense, provided that if the person found guilty of violating Subsection (a) was under eighteen (18) years of age on the date of violation, the court shall not impose a jail sentence.

SECTION 3.

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

SECTION 4.

This Ordinance shall become effective thirty (30) days after 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
Action Item**

COUNCIL MEETING DATE: October 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 2.39-ACRES FROM I-3, HEAVY INDUSTRIAL ZONE DISTRICT; S-1, GOVERNMENT USE ZONE DISTRICT; AND S-3, FLOOD PLAIN DISTRICT ZONE DISTRICT TO I-3, HEAVY INDUSTRIAL ZONE DISTRICT AND TO REZONE 2.72-ACRES FROM S-1, GOVERNMENT USE ZONE DISTRICT TO I-2, INDUSTRIAL ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone 2.39-acres (parcel 430309001) from I-3, Heavy Industrial; S-1, Government Use; and S-3, Flood Plain District Zone Districts to I-3, Heavy Industrial Zone District. The applicant is also requesting to rezone 2.72-acres (parcel 430320004) from S-1, Government Use Zone District to I-2, Industrial Zone District, to facilitate redevelopment of the former Colorado Department of Transportation Site.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The proposed rezoning site is made up of two parcels that previously served as the Colorado Department of Transportation (CDOT) Region 2 Headquarters. The southern parcel, 430320004, is zoned S-1, Government Use District and S-3, Floodplain District. It appears that CDOT operations began in this location prior to 1968. The official 1968 Zoning Map shows the eastern portion of this parcel zoned as S-1 Government Use District and the western portion of the parcel as S-3, Floodplain District. The northern parcel, 430309001, was purchased by CDOT in 1978 to expand operations. CDOT operated at this site under the I-3, Heavy Industrial and S-3, Floodplain Zone District, as was originally zoned in 1968. In 1968, the City underwent an expansive update to the zoning code and zoning map. At the time, much of the eastern portion of Fountain Creek was considered 100-year floodplain and was therefore zoned S-3, Floodplain.

Resulting in split zoning for many parcels along Fountain Creek. In 2016 CDOT constructed a new headquarters building at 5615 Wills Boulevard. Zell Holdings, LLC, purchased both parcels in 2020 and are requesting to rezone to facilitate redevelopment of the site. The rezoning application states that the property owner intends to continue with the “historic use of the property.” According to the application, CDOT’s headquarters included offices, vehicle maintenance and repair shops, heavy equipment maintenance and storage, and vehicle repair shops. Zell Holdings is requesting to rezone the property to I-2 and I-3 to continue the uses listed above.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their October 9, 2024 Regular Meeting, voted 6-0 to recommend approval, Commissioner Maestri 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-24-07 Combined Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 2.39-ACRES FROM I-3, HEAVY INDUSTRIAL ZONE DISTRICT; S-1, GOVERNMENT USE ZONE DISTRICT; AND S-3, FLOOD PLAIN DISTRICT ZONE DISTRICT TO I-3, HEAVY INDUSTRIAL ZONE DISTRICT AND TO REZONE 2.72-ACRES FROM S-1, GOVERNMENT USE ZONE DISTRICT TO I-2, INDUSTRIAL 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 I-3, Heavy Industrial, S-1, Government Use, and S-3, Flood Plain Zone Districts to I-2, Industrial Zone District:

APPLICANT HEREBY REQUESTS: That the existing various zonings be changed to Industrial (I-3) and (I-2) as shown and described hereon, to wit:

A parcel of land being a portion of the Southwest Quarter of Section 30, Township 20 South, Range 64 West of the 6th P.M. and being more particularly described as follows:

I-3 Zoning request: BEGINNING at the northwest corner of Block 98, Conley's Addition to East Pueblo, thence easterly along the north line of said Block 98 to the Northeast corner thereof; Thence Southerly along the Westerly right of way line of Erie Avenue to the intersection of said westerly right of way line of Erie Avenue with the centerline of vacated 10th Street; THENCE Westerly along said centerline of vacated 10th Street to the intersection of the west line of Block 98, if extended southerly, with the centerline of aforesaid vacated 10th Street; THENCE Northerly along the westerly lines of vacated 10th Street and aforesaid Block 98 to the Northwest corner of said Block 98 and the POINT OF BEGINNING.
County of Pueblo, State of Colorado.

The above requested I-3 zoning contains 2.39 acres more or less.

I-2 Zoning Request: BEGINNING at the intersection of the westerly right of way line of Erie Avenue with the centerline of vacated 10th Street, as shown on the plat of Conley's Addition to East Pueblo, southerly along the Westerly right of way line of Erie Avenue to the intersection of said westerly right of way line of Erie Avenue with the centerline of vacated 9th Street; THENCE Westerly along said centerline of vacated 9th Street to the intersection of the west line of Block 98, if extended southerly, with the centerline of aforesaid vacated 9th Street; THENCE Northerly along the westerly lines of vacated 9th Street and the southerly extension of the westerly line of Block 98 and the westerly line of vacated 10th Street, to the intersection of the westerly line of Block 98, if extended southerly with the centerline of vacated 10th Street; THENCE Easterly along said centerline of vacated 10th Street to the intersection of the westerly right of way line of Erie Avenue with the centerline of vacated 10th Street and the POINT OF BEGINNING.
County of Pueblo, State of Colorado.

The above requested I-2 zoning contains 2.72 acres more or less.

BLOCK 98: Alley vacated by Ordinance No 789 as recorded December 10, 1909 in Book 344 at

Page 381. 10th Street vacated by Resolution dated November 28, 1938 and recorded December 15, 2017 at Reception No. 2091305.

BLOCK 97: Alley vacated by resolution recorded January 12, 1973 in Book 1738 at Page 94, Ninth Street vacated by resolution recorded May 17, 1938 in Book 852 at Page 552 and January 12, 1973 in Book 1738 at Page 93.

Additional area shown hereon located within "Block 97" was owned by the State Department of Highways as referenced in Right-of-Entry agreement per Book 2392, Page 103, and Book 2427, Page 971 of the Pueblo County Records. This area was included within the Special Warranty Deed recorded December 1, 2020 at Reception No. 2202722 of the Pueblo County Records and further evidenced by ALTA/NSPS Land Title Survey performed by Oliver E. Watts, Colo. PE-LS No. 9853 dated September 8, 2020.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

ZONE CHANGE
in Blocks 97 and 98, Conley's Addition
to East Pueblo, Located in the Southwest
Quarter of Section 30, Township 20
South, Range 64 West of the 6th P.M. in
Pueblo County, Colorado

APPLICANT HEREBY REQUESTS: That the existing various zonings be changed to Industrial (I-3) as shown and described hereon, to wit:

A parcel of land being a portion of the Southwest Quarter of Section 30, Township 20 South, Range 64 West of the 6th P.M. and being more particularly described as follows:

BEGINNING at the northwest corner of Block 98, Conley's Addition to East Pueblo, thence easterly along the north line of said Block 98 to the Northeast corner thereof;
Thence Southerly along the Westerly right of way line of Erie Avenue to the intersection of said westerly right of way line of Erie Avenue with the centerline of Vacated 9th Street;
THENCE Westerly along said centerline of vacated 9th Street to the intersection of the west line of Block 97, if extended southerly, with the centerline of aforesaid vacated 9th Street;
THENCE Northerly along the westerly lines of vacated 9th Street, Block 97, vacated 10th Street lying between Blocks 97 and 98, and aforesaid Block 98 to the Northwest corner of said Block 98 and the POINT OF BEGINNING.

BLOCK 98: Alley vacated by Ordinance No 789 as recorded December 10, 1909 in Book 344 at Page 381. Portions of 10th Street vacated by Resolution dated November 28, 1938 and recorded December 15, 2017 at Reception No. 2091305. BLOCK 97: Alley vacated by resolution recorded January 12, 1973 in Book 1738 at Page 94, Ninth Street vacated by resolution recorded May 17, 1938 in Book 852 at Page 552 and January 12, 1973 in Book 1738 at Page 93.

County of Pueblo, State of Colorado.

The above requested I-3 zoning contains 5.11 acres more or less.

APPROVAL

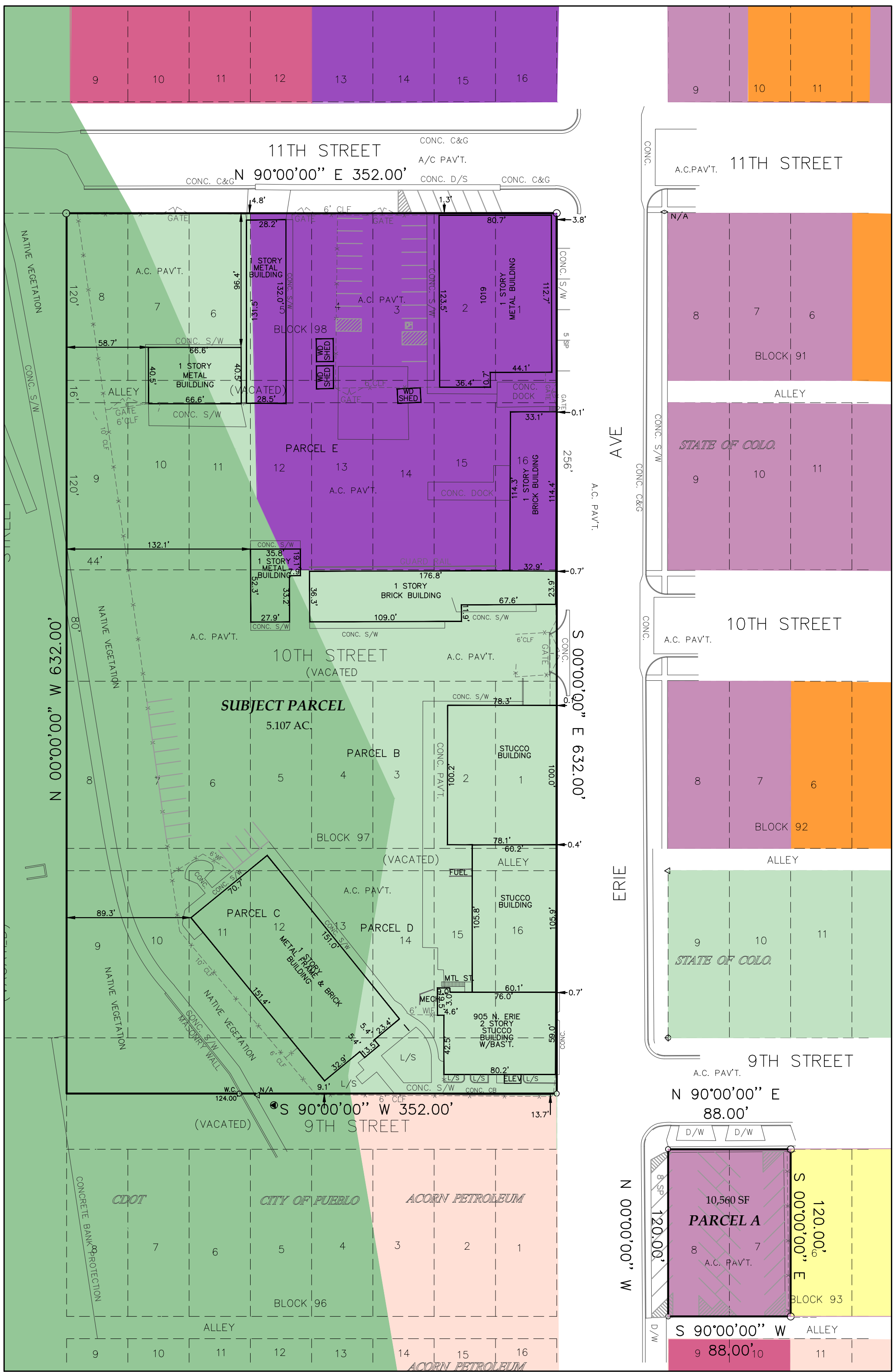
By: _____
Department of Planning & Community Development

By: _____
Director of Public Works

APPROVAL ATTESTED BY:

By: _____
Administrative Official

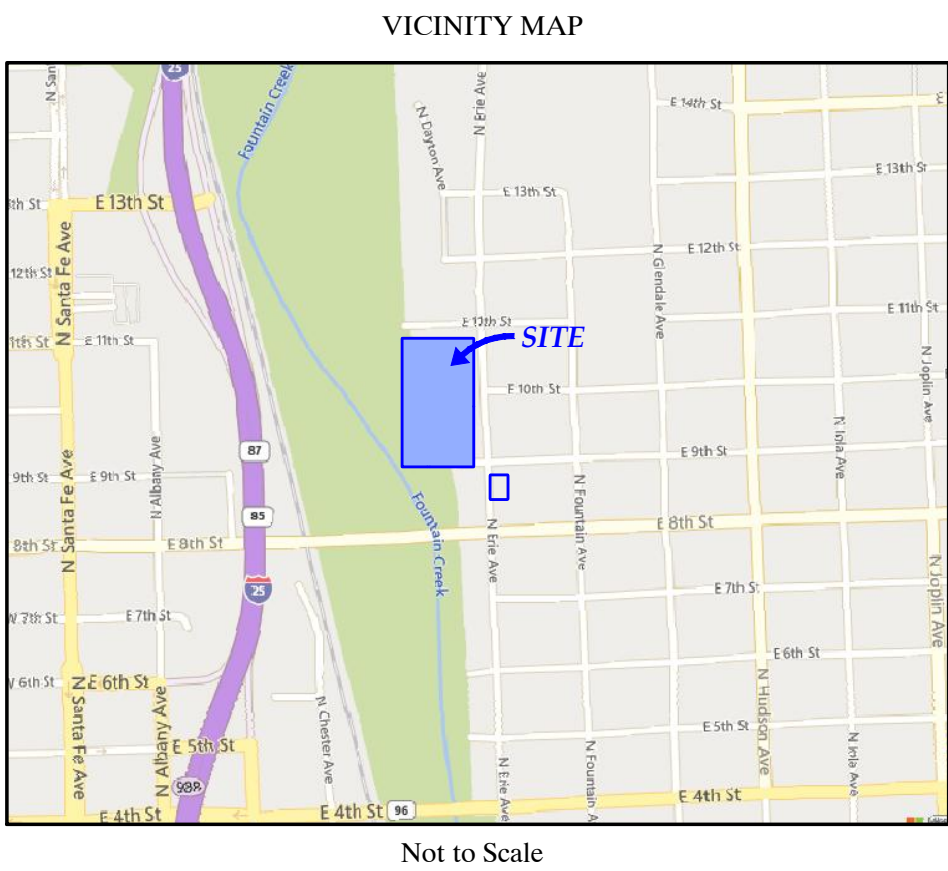
Date: _____



EXISTING ZONING

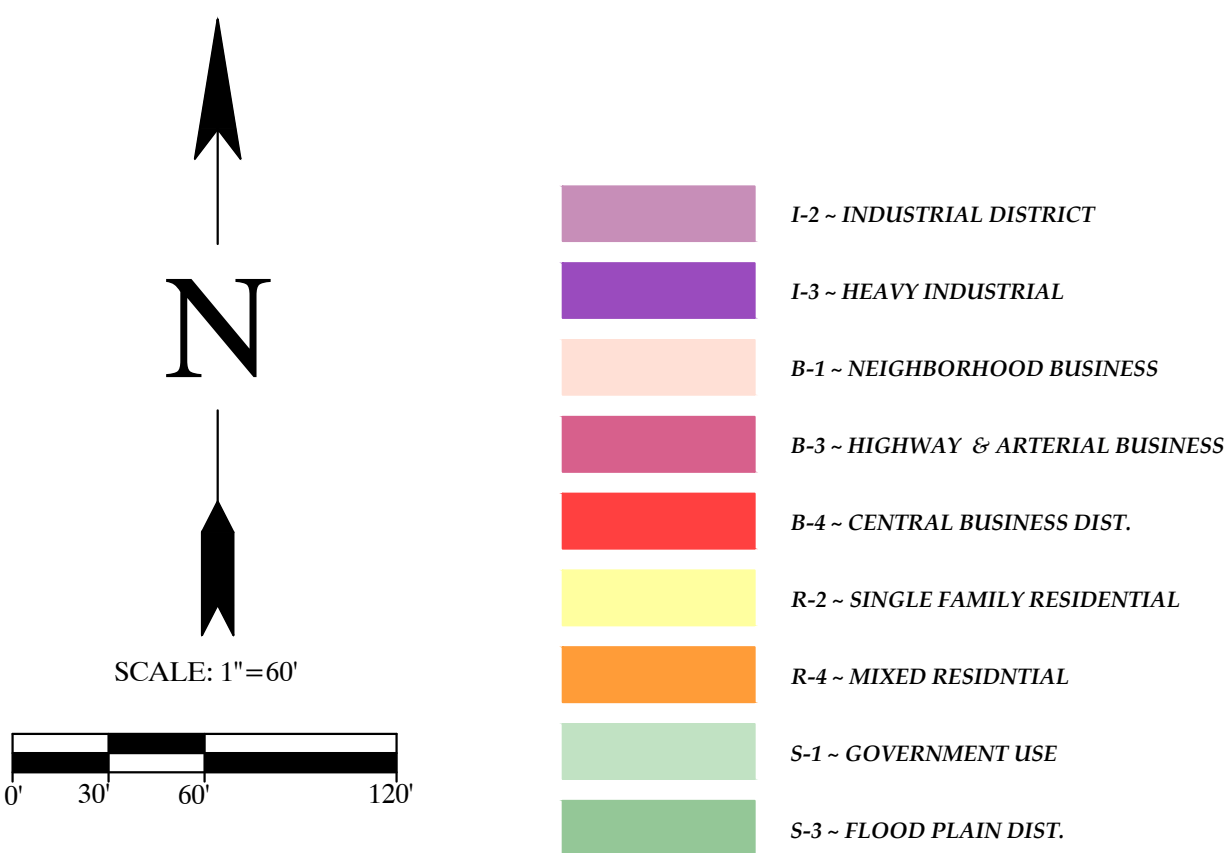


REQUESTED ZONING



VICINITY MAP

Not to Scale



Notice:
According to Colorado Law, you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten (10) years from the date of certification shown hereon.

The area being affected by this REZONE REQUEST is 5.11 Ac. ±.

Colorado Land Surveyors, Inc.
184 S. Tiffany Dr., Ste. 106
Pueblo West, CO 81007
719-542-9169

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday October 9, 2024, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

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

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

Commissioners Absent: Regina Maestri

Staff Members Present: David Wyatt, Assistant City Attorney, Beritt Odom, Principal Planner, Wade Broadhead, Senior Planner, Cindy Capritta, Land Use Tech. Andrew Hayes, Director of Public Works, Melanie Turner, Traffic Engineer, Joe Martellaro, Associate Engineer II, and Noah Stamm, Drainage Engineer.

Staff Members Absent: Scott Hobson, Acting Director of Planning and Community Development.

Approval of the Agenda: Bailey motioned to move Z-22-10 and S-23-07 to the November 13, 2024, meeting approve the agenda as amended, seconded by Avalos,

Motion Passed: 6-0

Public Meeting Agenda:

Public Hearings:

1. Z-24-07: Rezone: 905 N. Erie Ave., 5.1 acres from S-1 and S-3, Government Use and Flood Plain Zone Districts to I-2 and I-3, Industrial Zone Districts. Generally located west of Erie Ave., east of Fountain Creek, and south of E. 11th Street. Staff Report by Beritt Odom.

Hearing: Applicant Julie Troutt, Colorado Land Surveyors was sworn in and spoke in support of the application. No one appeared in opposition.

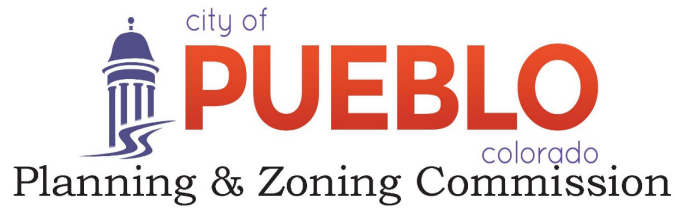
Commission Action: Bailey moved to recommend the application to City Council seconded by Spinuzzi.

Motion Passed: 6-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-24-07

TO: City of Pueblo, Planning and Zoning Commission

FROM: Beritt Odom, Principal Planner

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

DATE: October 9, 2024

SUBJECT: Rezone 2.39 acres from I-3, Heavy Industrial Zone District; S-1, Government Use Zone District; and S-3, Flood Plain District Zone District to I-3, Heavy Industrial Zone District.
Rezone 2.72 acres from S-1, Government Use Zone District to I-2, Industrial Zone District.

APPLICANT: Julie Troutt, Colorado Land Surveyors

PROPERTY OWNER: Zell Holdings, LLC

LOCATION: Multiple addresses: 905-915 N. Erie (parcel 430320004) and 1003-1019 N. Erie (430309001)

RELATED CASES: None

REQUEST:

The applicant is requesting to rezone 2.39 acres (parcel 430309001) from I-3, Heavy Industrial Zone District; S-1, Government Use Zone District; and S-3, Flood Plain District Zone District to I-3, Heavy Industrial Zone District. The applicant is also requesting to rezone 2.72 acres (parcel 430320004) from S-1, Government Use Zone District to I-2, Industrial Zone District, to facilitate redevelopment of the former Colorado Department of Transportation Site.

BACKGROUND AND ANALYSIS:

The proposed rezoning site is made up of two parcels that previously served as the Colorado Department of Transportation (CDOT) Region 2 Headquarters. The southern parcel, 430320004, is zoned S-1, Government Use District and S-3, Floodplain District. It appears that CDOT operations began in this location prior to 1968. The official 1968 Zoning Map shows the eastern portion of this parcel zoned as S-1 Government Use District and the western portion of the parcel as S-3, Floodplain District.

The northern parcel, 430309001, was purchased by CDOT in 1978 to expand operations. CDOT operated at this site under the I-3, Heavy Industrial and S-3, Floodplain Zone District, as was originally zoned in 1968. In 1968, the City underwent an expansive update to the zoning code and zoning map. At the time, much of the eastern portion of Fountain Creek was considered 100-year floodplain and was therefore zoned S-3, Floodplain. Resulting in split zoning for many parcels along Fountain Creek.

In 2016 CDOT constructed a new headquarters building in the northern portion of Pueblo, 5615 Wills Blvd. and moved from their longtime home on the east side of the City. Zell Holdings, LLC purchased both parcels in 2020 and are requesting to rezone to facilitate redevelopment of the site. The rezoning application states that the property owner intends to continue with the “historic use of the property.” According to the application, CDOT’s headquarters included offices, vehicle maintenance and repair shops, heavy equipment maintenance and storage, and vehicle repair shops. Zell Holdings is requesting to rezone the property to I-2 and I-3 to continue the uses listed above.

LAND USE AND PLANNING COMMENTS CHARACTER AND COMPATIBILITY

Site Character:	The southern parcel is currently developed with two large industrial structures that vary in height between one and two stories. The northern parcel is developed with six single story industrial structures. Both sites are completely paved and fenced with chain link.		
Neighborhood Compatibility:	North	B-4, Central Business District, developed with single-family residences. I-2, Industrial District, outdoor automobile storage.	
	East	S-1, Government Use, Colorado State Patrol Offices. I-2, Industrial Zone District, developed with residential and automotive repair uses.	
	South	B-1, developed with Acorn Petroleum.	
	West	S-3, Flood Plain District, Fountain Creek.	

COMPREHENSIVE PLAN: The site is designated by the Pueblo Regional Comprehensive Plan, 2022, as a Light Industrial Future Land Use.

According to the Comprehensive Plan, Light Industrial future land use areas are characterized by industrial uses that require larger sites, such uses may include outdoor storage, research and development, manufacturing/processing, maintenance/repair shops, warehousing, and distribution. Supporting land uses include limited retail, restaurants, other support services. The proposed storage and vehicle maintenance uses comply with the Light Industrial land use designation.

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 applicant wishes to zone the site as industrial to continue the historic industrial uses established at the site by the Colorado Department of Transportation.**

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 Colorado Department of Transportation developed the site as the Region Two Headquarters, which included industrial uses related to storage, heavy equipment maintenance, and offices. The new owners wish to continue similar private uses.**

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 zoning change will facilitate future industrial redevelopment of the site.**

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

☐ Comments **A site plan was not provided**

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

☐ Comments **Time schedule was not provided**

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

☐ Comments **A statement reasonably indicating the applicant's economic responsibility was not provided.**

RECOMMENDED ACTION:

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

REFERRAL AGENCIES AND COMMENTS:

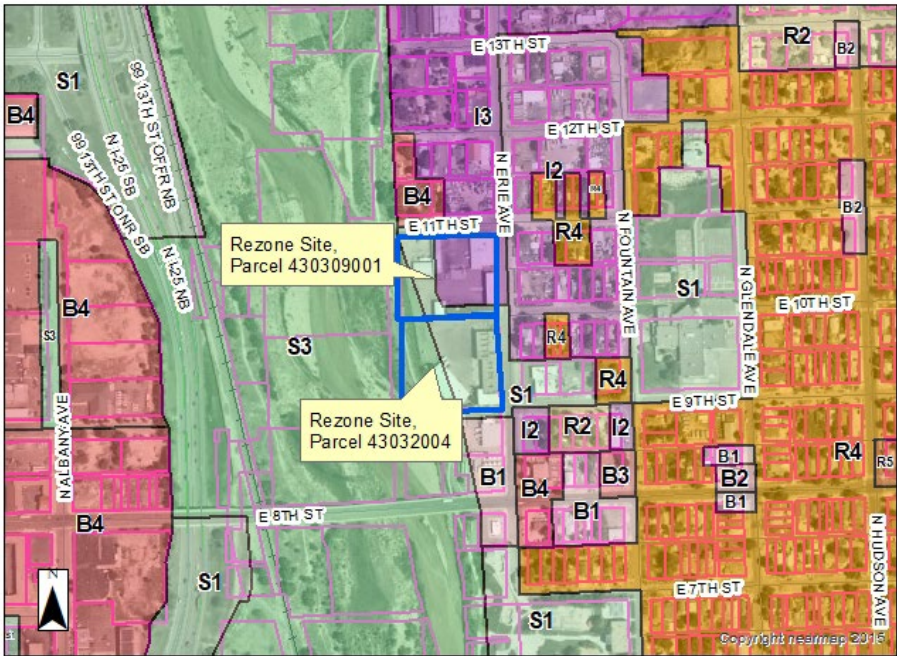
- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-Provide a sanitary sewer flow comparison between the original zoning and the proposed zoning, Memo from Sonia Mondragon, August 23, 2024.
- 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. **Memo from Sonia Mondragon, August 23, 2024**



A. Aerial Photograph



B. Zoning



C. Comprehensive Plan



D. Public Notice



D. 905 and 915 N. Erie Ave. (430320004) looking west from N. Erie Ave.



D. 1017 N. Erie Ave. and 1019 N. Erie Ave (430309001) looking west from No. Erie Ave.

ZONE CHANGE

in Blocks 97 and 98, Conley's Addition
to East Pueblo, Located in the Southwest
Quarter of Section 30, Township 20
South, Range 64 West of the 6th P.M. in
Pueblo County, Colorado

APPLICANT HEREBY REQUESTS: That the existing various zonings be changed to Industrial (I-3) and (I-2) as shown and described hereon, to wit:

A parcel of land being a portion of the Southwest Quarter of Section 30, Township 20 South, Range 64 West of the 6th P.M. and being more particularly described as follows:

I-3 Zoning request: BEGINNING at the northwest corner of Block 98, Conley's Addition to East Pueblo, thence easterly along the north line of said Block 98 to the Northeast corner thereof;
Thence Southerly along the Westerly right of way line of Erie Avenue to the intersection of said westerly right of way line of Erie Avenue with the centerline of vacated 10th Street;
THENCE Westerly along said centerline of vacated 10th Street to the intersection of the west line of Block 98, if extended southerly, with the centerline of aforesaid vacated 10th Street;
THENCE Northerly along the westerly lines of vacated 10th Street and aforesaid Block 98 to the Northwest corner of said Block 98 and the POINT OF BEGINNING.
County of Pueblo, State of Colorado.

The above requested I-3 zoning contains 2.39 acres more or less.

I-2 Zoning Request: BEGINNING at the intersection of the westerly right of way line of Erie Avenue with the centerline of vacated 10th Street, as shown on the plat of Conley's Addition to East Pueblo, southerly along the Westerly right of way line of Erie Avenue to the intersection of said westerly right of way line of Erie Avenue with the centerline of vacated 9th Street;
THENCE Westerly along said centerline of vacated 9th Street to the intersection of the west line of Block 98, if extended southerly, with the centerline of aforesaid vacated 9th Street;
THENCE Northerly along the westerly lines of vacated 9th Street and the southerly extension of the westerly line of Block 98 and the westerly line of vacated 10th Street, to the intersection of the westerly line of Block 98, if extended southerly, with the centerline of vacated 10th Street;
THENCE Easterly along said centerline of vacated 10th Street to the intersection of the westerly right of way line of Erie Avenue with the centerline of vacated 10th Street and the POINT OF BEGINNING.
County of Pueblo, State of Colorado.

The above requested I-2 zoning contains 2.72 acres more or less.

BLOCK 98: Alley vacated by Ordinance No 789 as recorded December 10, 1909 in Book 344 at Page 381. 10th Street vacated by Resolution dated November 28, 1938 and recorded December 15, 2017 at Reception No. 2091305.
BLOCK 97: Alley vacated by resolution recorded January 12, 1973 in Book 1738 at Page 94, Ninth Street vacated by resolution recorded May 17, 1938 in Book 552 at Page 552 and January 12, 1973 in Book 1738 at Page 93.
Additional area shown hereon located outside of "Block 97" was owned by the State Department of Highways as referenced in Right-of-Entry agreement per Book 2392, Page 103, and Book 2427, Page 971 of the Pueblo County Records. This area was included within the Special Warranty Deed recorded December 1, 2020 at Reception No. 2202722 of the Pueblo County Records and further evidenced by ALTA/NSPS Land Title Survey performed by Oliver E. Watts, Colo. PE-LS No. 9853 dated September 8, 2020.

APPROVAL

By: Department of Planning & Community Development

By: Director of Public Works

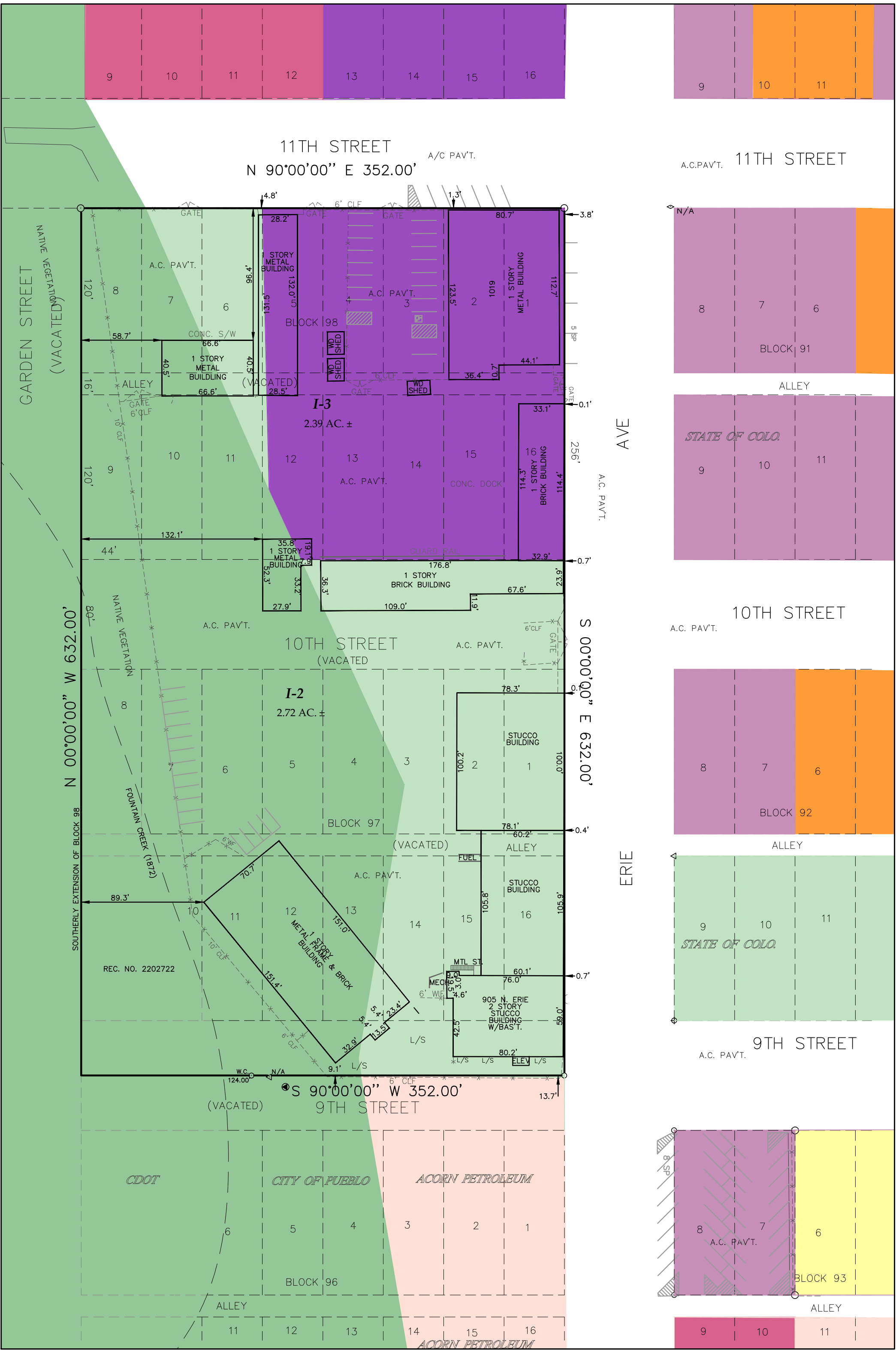
APPROVAL ATTESTED BY:

By: Administrative Official

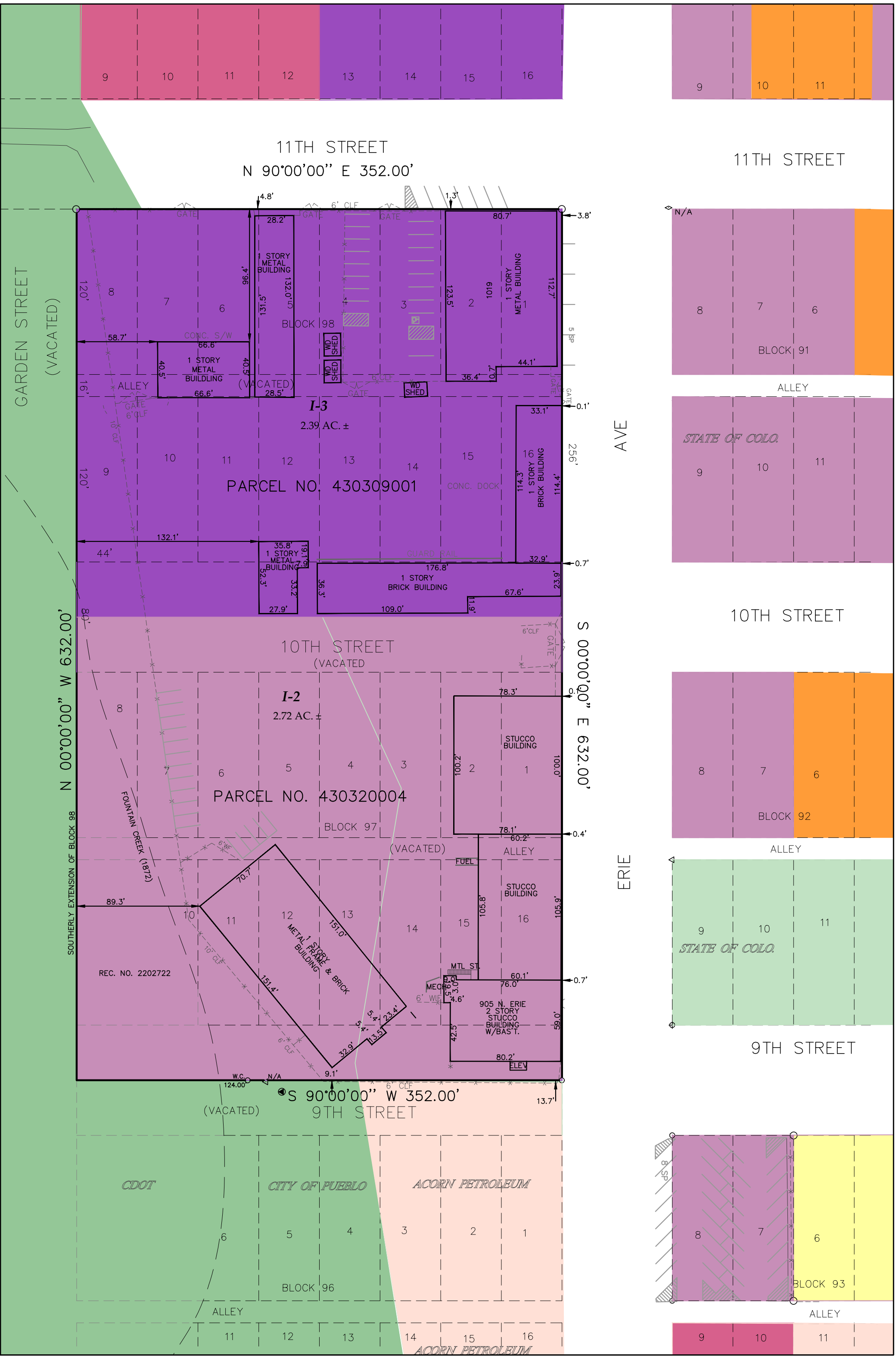
Date:

Notice:
According to Colorado Law, you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten (10) years from the date of certification shown hereon.

The area being affected by this REZONE REQUEST is 5.1 Ac. ±.



EXISTING ZONING

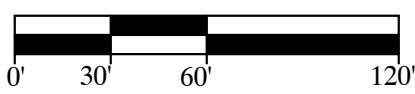


REQUESTED ZONING

- I-2 - INDUSTRIAL DISTRICT
- I-3 - HEAVY INDUSTRIAL
- B-1 - NEIGHBORHOOD BUSINESS
- B-3 - HIGHWAY & ARTERIAL BUSINESS
- B-4 - CENTRAL BUSINESS DIST.
- R-2 - SINGLE FAMILY RESIDENTIAL
- R-4 - MIXED RESIDENTIAL
- S-1 - GOVERNMENT USE
- S-3 - FLOOD PLAIN DIST.



SCALE: 1"=60'



VICINITY MAP



Not to Scale

Colorado Land Surveyors, Inc.
184 S. Tiffany Dr., Ste. 106
Pueblo West, CO 81007
719-542-9169

Planning & Zoning Map Amendment Application (Rezoning)

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Property Owner	
Name: JOHN RODGERS	
Company: ZELL HOLDINGS, LLC	
Address: 2727 N CASCADE ACE, STE 127, CO SPRINGS, CO	Zip: 80907
Phone: () 7192279987	Email: john.rodgers@peakcp.net
Applicant	
Name: Julie Troutt	
Company: COLORADO LAND SURVEYORS	
Address: 184 S. TIFFANY DR., STE 106, PUEBLO WEST, CO	Zip: 81007
Phone: () 719-542-9169	Email: socolandsurvey@gmail.com
Person or Firm Representing (If Different From) Owner or Applicant	
Name: Julie Troutt	
Company: Colorado Land Surveyors	
Address:	Zip:
Phone: ()	Email:
<i>The applicant will be the primary contact unless otherwise noted.</i>	
Project Location: 905 N. Erie Ave (address or general description)	
Parcel# 430320001, 430320002, 430320003, 430309001	
Legal Description: Blocks 97 & 98, Conley's Addition to East Pueblo including vacated rights of way	
Subdivision: Conley's Add to East Pueblo	Acreage: 5.1 Ac
Existing Zone District: I-3, S-1, S-3	Proposed Zone District: I-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): To continue with the historic use of property. This property was owned by the State of Colorado and housed the Colorado Department of Transportation offices, vehicle maintenance and repair shops, heavy equipment maintenance and repair shops, heavy equipment storage facility, and records facility.

(Continued from previous page)

Statement of Facts:

Justifying the zone change request. Be specific; use additional sheets if necessary.

The property is currently a mixture of I-3 (Heavy Industrial), S-1 (Government Use), and S-3 (Floodplain Dist). and was historically CDOT headquarters. Owner wishes to continue with the historic use by utilizing the existing heavy equipment maintenance and repair shops, facilities, ware yard, and offices.

Description of area surrounding proposed development:

Surrounding properties include ACORN Petroleum including storage tanks for petroleum products, the previous CDOT and State Patrol offices across the street on Erie, vehicle storage yards, and misc. businesses and residences

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.

Owner has no plans to erect any additional structures at this time. Repair/beautification to the existing buildings and facility will take place as needed.

- ☐ 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.

- ☐ 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

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: John Rodgers

Signature: *John Rodgers*

Date: 04 / 26 / 2024

Applicant, if different from Property Owner

Print Name: JULIE TROOTT

Signature: *Julie Troott*

Date: 4-25-2024



City of Pueblo Wastewater Department

MEMORANDUM

TO: Beritt Odom
FROM: Sonia Mondragon
DATE: August 23, 2024
SUBJECT: Z-24-07 905 N Erie Rezone 1st Submittal

This memo is intended to serve as the Wastewater Department's review of the referenced project submittal. Please forward to the applicant's representative.

Please provide a sanitary sewer flow comparison between the original zoning per and the proposed zoning.

August 23, 2024

The City Planning and Zoning Commission will hold a public hearing on request from **John Rodgers, Zell Holdings, LLC** for the approval of the following application:

Z-24-07: Rezone: Rezoning of 5.1 acres from S-1 and S-3, Government Use and Flood Plain Zone Districts to I-2 and I-3, Industrial Zone Districts. Generally located west of Erie Ave., east of Fountain Creek, and south of E. 11th Street.

The Planning and Zoning Commission meeting will be held on September 11, 2024, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO. To view the meeting by Zoom: <https://www.zoomgov.com/j/1603832441?pwd=oYGaUDZZfhYtMgcqpA7X0p2SJjWy3h.1>

Meeting ID: 160 383 2441, Passcode: 911780, Telephone: 1 669 254 5252 US (San Jose). You are welcome to attend this public hearing, in person, to 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

August 23, 2024

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Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

CASE NUMBER: Z-24-07

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 905 N. Erie 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.

August 23, 2024

(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 905 N. Erie Ave. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

August 23, 2024

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Caputo

Owner	OwnerStree	OwnerCity Owr	OwnerZip
WOODARD DALE/WOODARD KARLA FAMILY	1151 FOUR MILE LN	CANON CIT CO	81212-9121
FAJARDO GREG	122 W ROUTT AVE APT 1	PUEBLO CO	81004-2071
TRENT KERRELYN M	1318 PASEO DEL NORTE	PUEBLO CO	81008-2023
CORDOVA BRUCE D/CORDOVA LORRAINE	1436 E 14TH ST	PUEBLO CO	81001-3135
KINGDOM HOME INVESTORS LLC	15965 E 97TH AVE	COMMERC CO	80022-9103
MARINO CARL M	220 W 15TH ST APT 803	PUEBLO CO	81003-3721
GHINI AARON G	2371 OVERTON RD	PUEBLO CO	81008-9676
ZELL HOLDINGS LLC	2727 N CASCADE AVE STE	COLORADC CO	80907-6288
KELZER RAYMOND G/KELZER RYSZARDA	31600 DANIEL RD	PUEBLO CO	81006-9589
HANNAH MATTHEW	3614 DILLEY CIR	JOHNSTOW CO	80534-9435
STATE HIGHWAY COMMISSION	4201 E ARKANSAS AVE	DENVER CO	80222-3406
GARIBAY JOSHUA	4465 BORDEN DR	COLORADC CO	80911-3240
VIGIL YOUNG KAREN J	506 E 12TH ST	PUEBLO CO	81001-2935
MEININGER GARY W	507 E 11TH ST	PUEBLO CO	81001-2928
STATE OF COLO/GOVERNOR'S OFFICE OF	601 E 18TH AVE STE 210	DENVER CO	80203-1494
HINKLE PROPERTIES LLC	601 E 8TH ST	PUEBLO CO	81001-3528
MEYERS GREGORY ALAN	604 E 10TH ST	PUEBLO CO	81001-2909
BLOCKER RANDY/BLOCKER FRANCES ANN	605 E 11TH ST	PUEBLO CO	81001-2930
TREMBLY VIRGIL L	606 E 10TH ST	PUEBLO CO	81001-2909
MATA FRANCES/GONZALES ELIJAH F	607 E 11TH ST	PUEBLO CO	81001-2930
CRUZ JUANITA ANDREA	608 E 11TH ST	PUEBLO CO	81001-2931
DETURCK BRADFORD DANIEL	610 E 10TH ST	PUEBLO CO	81001-2909
BORREGO ROBERT C	616 E 10TH ST	PUEBLO CO	81001-2909
ALFONSO CHRISTIAN T/ ALFONSO JEFF	616 E 11TH ST	PUEBLO CO	81001-2931
STEWART BRITTANY	618 E 9TH ST	PUEBLO CO	81001-2903
PRINTZ THOMAS L	63 MACALESTER RD	PUEBLO CO	81001-2052
MAIN ELECTRIC LTD	653 E ENTERPRISE	PUEBLO W CO	81007
OAK TREE REAL ESTATE LLC	6547 N ACADEMY BLVD U	COLORADC CO	80918-8342
ACORN PETROLEUM INC	76 S SIERRA MADRE ST	COLORADC CO	80903-3309
HURT HARLEAN	PO BOX 11951	PUEBLO CO	81001-0951
MORENO VERONICA	PO BOX 2151	PUEBLO CO	81004-0151



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Marisa Stoller, City Clerk

SUBJECT: AN ORDINANCE AMENDING PUEBLO MUNICIPAL CODE ON MARIJUANA, REVISING 11-10-103, 11-10-201 THROUGH 11-10-204, 11-10-505, 11-11-103, 11-11-201 THROUGH 11-11-204, AND 11-11-505

SUMMARY:

Attached for consideration is a modification to the marijuana license procedure, both retail and medical licenses, authorizing the appointment of an administrative hearing officer for marijuana licensing matters. This move would serve to allow for more efficiency in the review of liquor licenses, simplify the process, prevent canceled meetings that delay the timelines of approval, allow for more flexibility in the hearing schedule, reduce the staff time necessary for onboarding and board appointments, result in better timing for liquor licensees, and allow for more knowledge in the liquor laws and legal processes and procedure.

PREVIOUS COUNCIL ACTION:

In 2010, 11-10-101 through 11-10-704 was added to the Pueblo Municipal Code (PMC) adding Medical Marijuana regulations. In 2014, 11-11-101 through 11-11-603 was added to the PMC adding Retail Marijuana regulations. The most recent update to these codes was in 2020.

BACKGROUND:

Most larger municipalities have moved to a system utilizing municipal courts to issue licenses and conduct hearings required by state marijuana statutes and code. Colorado Springs, Fort Collins, Greeley, Centennial, and Boulder are such cities.

Currently, Pueblo has a Marijuana Licensing Board that meets once month to conduct business and hearings. The meeting is the third Thursday of the month at 5:30 p.m. As the City has limited the number of retail licenses, these meetings are almost entirely done by a consent agenda, typically reviewing license renewals and minor changes to ownership.

The marijuana regulations were written to accommodate either a board or a licensing authority. Therefore, the modifications are simpler, however, modifications to accommodate court processes were included.

FINANCIAL IMPLICATIONS:

This change would save the City money in staff overtime, as an assistant city attorney, licensing officer, security, and facilities staff must stay late each month to host these meetings. It would also save staff time.

BOARD/COMMISSION RECOMMENDATION:

This item was discussed with the Marijuana Board and there were no major concerns about the change. The individual members were mostly supportive of the change and agreed and understood the reasons why this change is being considered.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If City Council does not approve this Ordinance, the Marijuana Licensing Board would continue to meet and conduct business.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Ordinance

ORDINANCE NO.

AN ORDINANCE AMENDING PUEBLO MUNICIPAL CODE ON MARIJUANA, REVISING 11-10-103, 11-10-201 through 11-10-204, 11-10-505, 11-11-103, 11-11-201 through 11-11-204, and 11-11-505

WHEREAS, The City of Pueblo is a home rule municipality operating under a charter adopted pursuant to Article XX of the Colorado Constitution and vested with the authority by that article and the Colorado Revised Statutes to adopt ordinances for the regulation of land use and protection of the public health, safety and welfare; and

WHEREAS, in the exercise of this authority, the City Council has previously enacted Chapter 10, of Title XI of the Pueblo Municipal Code, concerning Medical Marijuana and Chapter 11, of Title XI of the Pueblo Municipal Code, concerning Retail Marijuana; and

WHEREAS, in order to ensure that the needs of the local business community to have prompt action on marijuana licenses are met, the Council finds it is beneficial to provide for an administrative hearing officer to conduct marijuana licensing actions, both retail and medical, to provide for the timely processing of marijuana licensing matters; and

WHEREAS, an administrative hearing officer would have a larger knowledge of marijuana laws, legal processes and procedures, and would provide more efficiency in review of applications, more flexibility with the hearing schedule, simplify the process, allow for better timing for marijuana licensees, and provide the City a cost savings in terms of board payment and staff overtime, NOW, THEREFORE,

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

SECTION 1.

Section 11-10-103, 11-10-201 through 11-10-204, 11-10-505, 11-11-103, 11-11-201 through 11-11-204, and 11-11-505 to the Code is amended as follows (brackets indicate matter being deleted, underscoring indicates new matter being added):

Sec. 11-10-103. Definitions.

The following definitions shall apply throughout this Chapter:

- (1) The definitions contained in Article XVIII, Section 14, Colorado Constitution and Section 44-10-103, C.R.S., shall apply to this Chapter except where the

ordinance provides a different definition or the context of this Chapter makes it clear that the statutory or constitutional definition does not apply.

- (2) *Adjacent grounds[:]* means all areas that the licensee has a right to possess by virtue of his or her ownership or lease, which are outside the enclosed licensed premises, but adjacent and contiguous to the licensed premises, including but not limited to porches, patios, decks, entryways, lawns, parking lots and similar areas and all fixed and portable things in those areas, including but not limited to lights, signs, speakers and security devices.
- (3) *Approve a license[:]* means [to find] that **the licensing authority has found that** the requirements for a license have been met[.]. **Such a finding** does not give the applicant the right to operate a medical marijuana facility, **which is only granted when** [until] the license is issued.
- (4) *Authority[:]* means the Pueblo Medical Marijuana Licensing Authority, which may be either an individual hearing officer or a Board.
- (5) *Character and record[:]* includes all aspects of a person's character and record, including but not limited to moral character, criminal record, serious traffic offenses, education, training, experience, civil judgments, truthfulness, honesty, financial responsibility, and records of previous sanctions against liquor licenses, gambling licenses, [or]marijuana licenses, **or business license of any kind**, which the person owned, in whole or in part, or in which the person served as a principal, manager or employee. The conviction of any person for any offense shall not, in itself, be grounds for a finding of bad character and record if such person demonstrates that he or she has been rehabilitated, but rehabilitation shall not be considered if a provision in this Chapter declares that the offense is a per se disqualification.
- (6) *Complaint[:]* means a document filed with the Authority by the City, any of its Departments or the Authority itself, seeking sanctions against a medical marijuana license.
- (7) *Contiguous[:]* means located within the same building as the medical marijuana facility, located in a separate building on the same parcel of land as the medical marijuana facility, or located in a separate building on a separate parcel of land that is adjacent to and shares at least fifty percent (50%) of a common lot line with the lot on which the medical marijuana facility is located.
- (8) *Creditor[:]* means any person lending, paying or providing funds, directly or indirectly, to pay any part of the costs of[:] operating the medical marijuana facility, including but not limited to the costs of rent, mortgage payments, utilities, debt payments, supplies, product, equipment, advertising, vehicles, salary and wages.
- (9) *Employee[:]* means the licensee's or proposed licensee's employees.
- (10) *Harm or harmful to public health, safety or welfare[:]* means any matter that adversely affects the health, safety or welfare of any person or group of persons within the City of Pueblo or any adjacent community, including but not limited to, matters related to crime, lighting, security, traffic, graffiti, loitering,

litter, parking and noise. A showing of actual harm shall not be required and a showing of potential or threatened harm shall be sufficient. Any violation of any criminal statute or ordinance is per se substantially harmful to public health, safety and welfare, without any showing of actual or threatened harm. The mere possession, advertising, sale, cultivation, processing, smoking or ingestion of medical marijuana and medical marijuana products, when performed lawfully, shall not in itself be considered harmful to public health, safety and welfare.

- (11) *In public*[:] means any area that the public may generally enter, including any business open to the public. The term includes the licensed premises and the adjacent grounds. The term includes persons in motor vehicles located in a public place.
- (12) *Issue a license* means to finalize the license after a previous approval of the license, and may or may not occur after approval of the license, depending on any completions, inspections, approvals or conditions that the Authority may require to be satisfied before issuance. Issuance gives the licensee the right to operate a medical marijuana facility, provided that the licensee also obtains a State license.
- (13) *Licensee*[:] means the person or entity holding a medical marijuana license under this Chapter.
- (14) *Licensed premises*[:] means the area inside a building in which the cultivation, manufacture, processing, possession, weighing, display, packaging, sale and exchange of medical marijuana or marijuana products is licensed under this Chapter.
- (15) *Marijuana or medical marijuana*[:] except where the context clearly indicates otherwise, means growing marijuana plants, harvested marijuana in any state and medical marijuana products of all kinds.
- (16) *Medical marijuana facility*[:] means a medical marijuana store, medical marijuana cultivation facility, medical marijuana testing facility, or a medical marijuana products manufacturer.
- (17) *Medical marijuana license*[:] means any of the licenses described in Section 11-10-302, Pueblo Municipal Code.
- (18) *Medical marijuana card*[:] means any medical marijuana registration card issued to any patient or primary caregiver by the State of Colorado.
- (19) *Operate or operation*[:] means the matters described in Section 11-10-307(a)(3) and (a)(4), Pueblo Municipal Code.
- (20) *Patient*[:] means a person with a debilitating medical condition who has received a recommendation from a licensed physician to use medical marijuana and who has received a medical marijuana card from the State.
- (21) *Permit*[:] when used as a verb means to:
 - a. Participate in or contribute to an act, conduct or omission;

- b. Consent to or condone an act, conduct or omission;
 - c. Know or have reason to know that an act, conduct or omission is or may be occurring, or probably will occur unless steps are taken to prevent the same, and failing to take reasonable steps to halt, thwart or prevent the same; or
 - d. Ignore, avoid knowledge or notice of, or turn a blind eye to an act, conduct or omission that may be occurring.
- (22) *Person*[:] means any natural person and any entity.
- (23) *Principal*[:] means a controlling beneficial owner pursuant to C.R.S. § 44-10-103, including, but not limited to, a natural person, business entity, publicly traded corporation, or qualified private fund that acting alone or in concert owns or acquires beneficial ownership of ten percent (10%) or more of an ownership interest in the licensed business, is an affiliate that controls the business, including any manager, or that is in a position to control the business and is not a licensed Medical Marijuana Business Operator.
- (24) *Publicly traded corporation*[:] means any person other than an individual that is organized under the laws of and for which its principal place of business is located in one of the states or territories of the United States or District of Columbia or another Country that authorizes the sale of marijuana and that meets the definition and qualifications of a publicly traded corporation as promulgated by the State of Colorado.
- (25) *Serious traffic offense*[:] means any driving offense carrying eight (8) points or more under Section 42-2-127, C.R.S., or the substantial equivalent of such offense in any other State.

Article II Medical Marijuana Licensing Authority

Sec. 11-10-201. Licensing authority.

{The Mayor, subject to Council confirmation, shall appoint a board to serve as the Medical Marijuana Licensing Authority.}

- (a) **Administrative Hearing Officer shall be the Medical Marijuana Licensing Authority.**
- (b) **The City Clerk is authorized to administratively process and approve certain matters designated by the Administrative Hearing Officer, upon terms and conditions established by the Officer, in accordance with articles 10 and 11 of title 44, C.R.S., as same may be amended, when there does not appear to be cause to review such matters, and when not required by law such as requirements for public hearing(s).**

Sec. 11-10-202. [Members of Board.] Composition

- [(a) The members of the Board of the Medical Marijuana Authority shall be the members of the Board of the Retail Marijuana Authority selected pursuant to Section 11-11-202 of this Title. At the Board's first regular meeting and on the anniversary of the first meeting and each year thereafter, the Board shall appoint one (1) of its members to act as Chairman of the Board. The Mayor, subject to Council confirmation, shall make an appointment for any unexpired term in the event a vacancy arises.
- (b) Any member of the Board may be removed by the Mayor for nonattendance to duty or for cause. Any member who fails to attend three (3) consecutive meetings of the Board shall be removed from the Board, unless the Mayor excuses any such absences.]

(a) The Local Licensing Authority for the City shall be the Municipal Judge. As defined in this code, Municipal Judge may include a Substitute Judge as appointed by the Presiding Judge.

(b) The Local Licensing Authority shall have the duty and authority to grant or deny licenses for the issuing of all types of medical marijuana licenses in accordance with this code and state laws and regulations, to conduct investigations as are required by law and to levy penalties against licensees in the manner provided by law and this code.

(c) The Authority shall have all the powers of the Local Licensing Authority as set forth in C.R.S. Title 44, Article 10 and 11.

(d) The Authority shall have the power to promulgate rules and regulations concerning the procedures for hearings before it and the presentation of evidence at hearings.

(e) The Authority shall have the power to require any applicant for a license to furnish any relevant information required by the Authority.

(f) The Authority shall have the power to administer oaths and issue subpoenas to require the presence of persons and the production of papers, books and records necessary to the determination of any hearing which the Authority is authorized to conduct. It shall constitute a violation of this Code, and a Class 1 municipal offense for any person to fail to comply with any subpoena issued by the Authority in the proper conduct of its hearings. A subpoena shall be served in the same manner as a subpoena issued by the District Court of the State.

Sec. 11-10-203. Powers of Authority.

- (a) The Authority shall have the following powers:

- (1) To issue or deny medical marijuana licenses and renewals of the same within the City.
 - (2) To impose sanctions on any license issued by the Authority on its own motion or on complaint by the City for any violation by the licensee after investigation and public hearing at which the licensee shall be afforded an opportunity to be heard.
 - (3) To issue approvals and disapprovals as provided in this Chapter.
 - (4) To conduct hearings, grant or deny motions, make findings and orders, administer oaths, and issue subpoenas to require the presence of persons and the production of papers, books and records necessary to the determination of any hearing which it is authorized to conduct.
 - (5) To control the mode, manner and order of all proceedings and hearings.
 - (6) To adopt rules, procedures and policies for its own proceedings.
 - (7) To adopt rules and policies for filing applications and requests.
 - (8) To adopt application forms and submission requirements, including a requirement that applications, complaints and other documents be filed in a digital format approved by the Authority and to refuse applications, complaints and other documents not filed in the approved digital format.
 - (9) To perform any act that the Authority is authorized to perform under this Chapter.
 - (10) To perform any other act that may be implied or necessary to carry out any act that the Authority is authorized to perform under this Chapter.
 - (11) To grant exceptions to the licensing requirements set forth in Section 11-10-308 provided that the licensee and licensed premises fully comply with all state laws, rules and regulations and after considering whether granting the exception(s) will have a negative impact on the health, safety and welfare of the surrounding neighborhood or public in general.
- [(b) In the event that any person, in the immediate presence of the Authority or within its sight or hearing, while the Authority is in session during a hearing, commits a direct contempt of the Authority by speech, gesture or conduct which disobeys a lawful order of the Authority, shows gross disrespect to the Authority tending to bring the Authority into public ridicule, or substantially interferes with the Authority's proceedings, the Authority may hold such person in contempt. Contemptuous conduct by any principal, registered manager or employee shall be imputed to the licensee.
- (c) The Authority may impose the following sanctions for contempt:
- (1) Removal of the person committing the contempt from the proceedings, the hearing room and its environs;

- (2) Public censure, which shall be made a matter of the licensee's record and may be used as an aggravating factor in determining any fine, suspension or revocation;
- (3) A prohibition against the individual or licensee introducing into the record testimony, documents, exhibits or other evidence;
- (4) An order striking, disregarding and refusing to consider pleadings, applications, documents, objections, testimony, exhibits or other evidence or arguments already introduced by such person;
- (5) A fine, enforced by suspension of the license until the fine is paid;
- (6) Default of any motion, complaint or other action then pending against the licensee; or
- (7) Denial of any application by the licensee then pending before the Authority.]

Sec. 11-10-204. [Quorum and majority vote.

If a Board has been appointed to act as the Authority, a majority of the Board shall constitute a quorum for the conduct of its business. All decisions of the Board shall be by majority vote of the entire Board.]

Article V License Hearings

Sec. 11-10-505. Evidence.

- (a) The Colorado Rules of Evidence and the common law rules of evidence shall not apply. The Authority may accept into evidence any testimony or exhibit and give such evidence the weight that the Authority believes it deserves.
- (b) The Authority may accept hearsay and multiple-hearsay testimony and may base its decision solely on such hearsay if such hearsay is reasonably reliable and trustworthy and has probative value accepted by reasonable and prudent persons in the conduct of their affairs. The Authority shall not be required to make a finding that the hearsay meets this standard. If the Authority admits the hearsay, it shall be conclusively presumed that the hearsay met this standard unless the Authority makes findings to the contrary.
- (c) The Authority shall have the authority to exclude testimony and other evidence as irrelevant, cumulative or on the ground that the witness does not have standing and was not called as a witness by a party who does have standing.
- (d) The Authority may take administrative notice of any matter contained in its file.
- {(e) If a Board has been appointed to act as the authority, the Board may delegate to the chair or another member of the Board the authority to make procedural and evidentiary rulings at any hearing, but every member of the Board present shall vote on the findings and conclusions at the close of the hearing.]

CHAPTER 11 Retail Marijuana

Article I General

Sec. 11-11-103. Definitions.

The following definitions shall apply throughout this Chapter:

- (1) The definitions contained in Article XVIII, Section 16, Colorado Constitution and Section 44-10-103, C.R.S., shall apply to this Chapter except where this Chapter provides a different definition or the context of this Chapter makes it clear that the statutory or constitutional definition does not apply.
- (2) *Adjacent grounds* means all areas that the licensee has a right to possess by virtue of his or her ownership or lease, which are outside the enclosed licensed premises, but adjacent and contiguous to the licensed premises, including but not limited to porches, patios, decks, entryways, lawns, parking lots and similar areas and all fixed and portable things in those areas, including but not limited to lights, signs, speakers and security devices.
- (3) *Approve a license* means [to find] that **the licensing authority has found that** the requirements for a license have been met[, but]. **Such a finding** does not give the applicant the right to operate a retail marijuana facility, **which is only granted when** until] the license is issued.
- (4) *Authority* means the Pueblo Retail Marijuana Licensing Authority.
- (5) *Character and record* includes all aspects of a person's character and record, including but not limited to moral character, criminal record, serious traffic offenses, record of previous sanctions against liquor licenses, medical marijuana licenses, retail marijuana licenses or other licenses, **including business license or any kind** which the person owned, in whole or in part, or in which the person served as a principal, manager or employee; education, training, experience, civil judgments, truthfulness, honesty and financial responsibility. The conviction of any person for any offense shall not, in itself, be grounds for a finding of bad character and record if such person demonstrates that he or she has been rehabilitated, but rehabilitation shall not be considered if a provision in this Chapter declares that the offense is a per se disqualification.
- (6) *Complaint* means a document filed with the Authority by the City, any of its Departments or the Authority itself, seeking sanctions against a retail marijuana license.
- (7) *Contiguous* means located within the same building as the retail marijuana establishment, located in a separate building on the same parcel of land as the retail marijuana establishment, or located in a separate building on a separate parcel of land that is adjacent to and shares at least fifty percent (50%) of a

common lot line with the lot on which the retail marijuana establishment is located.

- (8) *Employee* means the licensee's or proposed licensee's employees.
- (9) *Financier* means any person lending, paying or providing funds, directly or indirectly, to pay any part of the costs **including costs** of[:] operating the retail marijuana facility, including but not limited to the costs of rent, mortgage payments, utilities, debt payments, supplies, product, equipment, advertising, vehicles, salary and wages.
- (10) *Harm or harmful to public health, safety or welfare* means any matter that adversely affects the health, safety or welfare of any person or group of persons within the City of Pueblo or any adjacent community, including but not limited to matters related to crime, lighting, security, traffic, graffiti, loitering, litter, parking and noise. A showing of actual harm shall not be required and a showing of potential or threatened harm shall be sufficient. Any violation of any criminal statute or ordinance is per se substantially harmful to public health, safety and welfare, without any showing of actual or threatened harm. The mere possession, advertising, sale, cultivation, manufacturing, testing, processing, smoking or ingestion of retail marijuana and retail marijuana products, when performed lawfully, shall not in itself be considered harmful to public health, safety and welfare.
- (11) *In public* means any area that the public may generally enter, including any business open to the public. The term includes the licensed premises and the adjacent grounds. The term includes persons in motor vehicles located in a public place.
- (12) *Issue a license* means to finalize the license after a previous approval of the license, and may or may not occur after approval of the license, depending on any completions, inspections, approvals or conditions that the Authority may require to be satisfied before issuance. Issuance gives the licensee the right to operate a retail marijuana establishment, provided that the licensee also obtains a State license.
- (13) *Licensee* means the person or entity holding a retail marijuana license under this Chapter.
- (14) *Licensed premises* means the area inside a building in which the cultivation, manufacture, testing, processing, possession, weighing, display, packaging, sale and exchange of retail marijuana or marijuana products is licensed under this Chapter.
- (15) *Marijuana or retail marijuana*, except where the context clearly indicates otherwise, means growing marijuana plants, harvested marijuana in any condition and retail marijuana products of all kinds.
- (15.5) *Retail marijuana district* shall mean the geographic area in which retail marijuana stores may be located. There shall be two (2) retail marijuana districts. The North Retail Marijuana District shall be that area of the City

- located north of the Arkansas River. The South Retail Marijuana District shall be that area of the City located south of the Arkansas River.
- (16) *Retail marijuana establishment* means a retail marijuana cultivation facility, a retail marijuana products manufacturer, a retail marijuana testing facility, or a retail marijuana store.
- (17) *Retail marijuana license* means any of the licenses described in Section 11-11-302 of this Chapter.
- (18) *Operate or operation* means the matters described in Section 11-11-307(a)(3) and (a)(4) of this Chapter.
- (19) *Permit* when used as a verb means to:
- a. Participate in or contribute to an act, conduct or omission;
 - b. Consent to or condone an act, conduct or omission;
 - c. Know or have reason to know that an act, conduct or omission is or may be occurring, or probably will occur unless steps are taken to prevent the same, and failing to take reasonable steps to halt, thwart or prevent the same; or
 - d. Ignore, avoid knowledge or notice of, or turn a blind eye to an act, conduct or omission that may be occurring.
- (20) *Person* means any natural person or any entity.
- (21) *Principal* means a controlling beneficial owner pursuant to C.R.S. § 44-10-103, including, but not limited to, a natural person, business entity, publicly traded corporation, or qualified private fund that acting alone or in concert owns or acquires beneficial ownership of ten percent (10%) or more of an ownership interest in the licensed business, is an affiliate that controls the business, including any manager, or that is in a position to control the business and is not a licensed Retail Marijuana Business Operator.
- (22) *Publicly traded corporation* means any person other than an individual that is organized under the laws of and for which its principal place of business is located in one of the states or territories of the United States or District of Columbia or another Country that authorizes the sale of marijuana and that meets the definition and qualifications of a publicly traded corporation as promulgated by the State of Colorado.
- (23) *Serious traffic offense* means any driving offense carrying eight (8) points or more under Section 42-2-127, C.R.S., or the substantial equivalent of such offense in any other State.

Article II Retail Marijuana Licensing Authority

Sec. 11-11-201. Licensing authority.

{The Mayor, subject to Council confirmation, shall appoint a Board to serve as the Retail Marijuana Licensing Authority.}

- (a) Administrative Hearing Officer shall be the Retail Marijuana Licensing Authority.**
- (b) The City Clerk is authorized to administratively process and approve certain matters designated by the Administrative Hearing Officer, upon terms and conditions established by the Officer, in accordance with articles 10 and 12 of title 44, C.R.S., as same may be amended, when there does not appear to be cause to review such matters, and when not required by law such as requirements for public hearing(s).**

Sec. 11-11-202. [Members of Board.] Composition.

- [(a) The Board appointed by City Council to serve as the authority shall consist of five (5) members, who shall be residents of the City. Five (5) members shall be initially appointed for staggered terms expiring on the first day of July as follows: one (1) member for a one-year term, one (1) member for a two-year term, one (1) member for a three-year term, and two (2) members for four-year terms. Thereafter, each member shall be appointed for a term of four (4) years. At the Board's first regular meeting and on the anniversary of the first meeting and each year thereafter, the Board shall appoint one (1) of its members to act as Chair of the Board. The Mayor, subject to Council confirmation, shall make an appointment for any unexpired term in the event a vacancy arises.**
- (b) Any member of the Board may be removed by the Mayor for nonattendance to duty or for cause. Any member who fails to attend three (3) consecutive meetings of the Board shall be removed from the Board, unless the Mayor excuses any such absences.]**
- (a) The Local Licensing Authority for the City shall be the Municipal Judge. As defined in this code, Municipal Judge may include a Substitute Judge as appointed by the Presiding Judge.**
- (b) The Local Licensing Authority shall have the duty and authority to grant or deny licenses for the issuing of all types of retail marijuana licenses in accordance with this code and state laws and regulations, to conduct investigations as are required by law and to levy penalties against licensees in the manner provided by law and this code.**
- (c) The Authority shall have all the powers of the Local Licensing Authority as set forth in C.R.S. Title 44, Article 10 and 12.**
- (d) The Authority shall have the power to promulgate rules and regulations concerning the procedures for hearings before it and the presentation of evidence at hearings.**

(e) The Authority shall have the power to require any applicant for a license to furnish any relevant information required by the Authority.

(f) The Authority shall have the power to administer oaths and issue subpoenas to require the presence of persons and the production of papers, books and records necessary to the determination of any hearing which the Authority is authorized to conduct. It shall constitute a violation of this Code for any person to fail to comply with any subpoena issued by the Authority in the proper conduct of its hearings. A subpoena shall be served in the same manner as a subpoena issued by the District Court of the State.

Sec. 11-11-203. Powers of Authority.

(a) The Authority shall have the following powers:

- (1) To issue or deny retail marijuana licenses and renewals of the same within the City.
- (2) To impose sanctions on any license issued by the Authority on its own motion or on complaint by the City for any violation by the licensee after investigation and public hearing at which the licensee shall be afforded an opportunity to be heard.
- (3) To issue approvals and disapprovals as provided in this Chapter.
- (4) To conduct hearings, grant or deny motions, make findings and orders, administer oaths, and issue subpoenas to require the presence of persons and the production of papers, books and records necessary to the determination of any hearing which it is authorized to conduct.
- (5) To control the mode, manner and order of all proceedings and hearings.
- (6) To adopt rules, procedures and policies for its own proceedings.
- (7) To adopt rules and policies for filing applications and requests.
- (8) To adopt application forms and submission requirements, including a requirement that applications, complaints and other documents be filed in a digital format approved by the Authority and to refuse applications, complaints and other documents not filed in the approved digital format.
- (9) To perform any act that the Authority is authorized to perform under this Chapter.
- (10) To perform any other act that may be implied or necessary to carry out any act that the Authority is authorized to perform under this Chapter.
- (11) To grant exceptions to the licensing requirements set forth in Section 11-10-308 provided that the licensee and licensed premises fully comply with all state laws, rules and regulations and after considering whether granting the exception(s) will have a negative impact on the health, safety and welfare of the surrounding neighborhood or public in general.
- (12) To promulgate such rules and regulations deemed necessary to properly administer and enforce this Chapter, and to exercise all other powers and

duties as are set forth in this Chapter, as well as those set forth in the Colorado Marijuana Code and Subsection 5(f) of Section 16 of Article XVIII of the Colorado Constitution. The Authority shall provide all proposed rules and subsequent changes thereto, to City Council for approval by Resolution.

- [(b) In the event that any person, in the immediate presence of the Authority or within its sight or hearing, while the Authority is in session during a hearing, commits a direct contempt of the Authority by speech, gesture or conduct which disobeys a lawful order of the Authority, shows gross disrespect to the Authority tending to bring the Authority into public ridicule, or substantially interferes with the Authority's proceedings, the Authority may hold such person in contempt. Contemptuous conduct by any principal, registered manager or employee shall be imputed to the licensee.
- (c) The Authority may impose the following sanctions for contempt:
- (1) Removal of the person committing the contempt from the proceedings, the hearing room and its environs;
 - (2) Public censure, which shall be made a matter of the licensee's record and may be used as an aggravating factor in determining any fine, suspension or revocation;
 - (3) A prohibition against the individual or licensee introducing into the record testimony, documents, exhibits or other evidence;
 - (4) An order striking, disregarding and refusing to consider pleadings, applications, documents, objections, testimony, exhibits or other evidence or arguments already introduced by such person;
 - (5) A fine, enforced by suspension of the license until the fine is paid;
 - (6) Default of any motion, complaint or other action then pending against the licensee; or
 - (7) Denial of any application by the licensee then pending before the Authority.]

Sec. 11-11-204. [Quorum and majority vote.

A majority of the Board shall constitute a quorum for the conduct of its business. All decisions of the Board shall be by majority vote of the Board members present at a meeting where a quorum has been established.]

Article V License Hearings

Sec. 11-11-505. Evidence.

- (a) The Colorado Rules of Evidence and the common law rules of evidence shall not apply to hearings under this Chapter. The Authority may accept into evidence any testimony or exhibit and give such evidence the weight that the Authority believes it deserves.
- (b) The Authority may accept hearsay and multiple-hearsay testimony and may base its decision solely on such hearsay if such hearsay is reasonably reliable and trustworthy and has probative value accepted by reasonable and prudent persons in the conduct of their affairs. The Authority shall not be required to make a finding that the hearsay meets this standard. If the Authority admits the hearsay, it shall be conclusively presumed that the hearsay met this standard unless the Authority makes findings to the contrary.
- (c) The Authority shall have the authority to exclude testimony and other evidence as irrelevant, cumulative or on the ground that the witness or exhibit was not disclosed ten (10) days prior to the hearing.
- (d) The Authority may take administrative notice of any matter contained in its file.
- [(e) The Board may delegate to the chair or another member of the Board the authority to make procedural and evidentiary rulings at any hearing, but every member of the Board present shall vote on the findings and conclusions at the conclusion of the hearing.]

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective on the January 1, 2025, unless at any time after the date of final action by the Mayor and City Council the Board fails to have a quorum at any meeting, or if the number of members of the board drop so low as to make obtaining a quorum at any meeting impossible, then this Ordinance shall become effective immediately.

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: October 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Marisa Stoller, City Clerk

SUBJECT: AN ORDINANCE AMENDING PUEBLO MUNICIPAL CODE ON ALCOHOL BEVERAGES, REVISING 11-3-1 THROUGH 11-3-13, 11-3-15, 11-3-26, 11-3-41, 11-3-43 THROUGH 11-3-46, 11-3-50 THROUGH 11-3-52, 11-3-61 THROUGH 11-3-63, 11-3-72, AND 11-3-74 THROUGH 11-3-78

SUMMARY:

Attached for consideration is a modification to the liquor and beer license procedure authorizing the appointment of an administrative hearing officer for liquor licensing matters. This move would serve to allow for more efficiency in the review of liquor licenses, simplify the process, prevent canceled meetings that delay the timelines of approval, allow for more flexibility in the hearing schedule, reduce the staff time necessary for onboarding and board appointments, result in better timing for liquor licensees, and allow for more knowledge in the liquor laws and legal processes and procedure.

PREVIOUS COUNCIL ACTION:

In 1973, Ord. No. 3656 established 11-3-5 through 11-3-11 the Licensing Authority and Board section of the Pueblo Municipal Code. Those ordinances have been modified several times since the most recent in 2022 which authorized the City Clerk to administratively process certain applications and/or in certain situations.

BACKGROUND:

Most larger municipalities have moved to a system utilizing municipal courts to issue licenses and conduct hearings required by state liquor statutes and code. Colorado Springs, Fort Collins, Greeley, Centennial, and Boulder are such cities.

Currently, Pueblo has a Liquor and Beer Licensing Board that meets twice month to conduct business and hearings. Meetings are the first and third Wednesday of the month at 5:30 p.m. Types of hearings include new license applications, modifications of

premises both temporary (for example, businesses along Union Ave modify their premises during the Chili Festival) and permanent (for example, moving to a new location), festival and special event permits, and allegations of violations. Renewal of licenses and minor changes are completed by administrative authority in the City Clerk's office.

In addition to the change in the Liquor Authority, there are a few necessary fixes to the liquor code that are included in this ordinance. This includes the number of events allowable under state law for special events permits, which have been expanded by state law. To accommodate future changes, this ordinance simply refers to state law. Additionally, HB24-1371 revised regulations on massage facilities, thus changes to 11-3-52 were necessary.

FINANCIAL IMPLICATIONS:

This change would save the City money in wages to the Liquor Board and staff overtime, as an assistant city attorney, deputy city clerk, licensing coordinator, security, and facilities staff currently stay late for these meetings. It would also save staff time.

BOARD/COMMISSION RECOMMENDATION:

The Liquor Board discussed this change at their last meeting and no major concerns were brought forward that have not already been mentioned before City Council. Individually, the majority of the board members understood the advantages to changing to a hearing officer and did not bring forward any issues.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If City Council does not approve this Ordinance, the Liquor and Beer Licensing Board would continue to meet and conduct business.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Ordinance

ORDINANCE NO.

AN ORDINANCE AMENDING PUEBLO MUNICIPAL CODE
ON ALCOHOLIC BEVERAGES, REVISING 11-3-1
THROUGH 11-3-13, 11-3-15, 11-3-26, 11-3-41, 11-3-43
THROUGH 11-3-46, 11-3-50 THROUGH 11-3-52, 11-3-61
THROUGH 11-3-63, 11-3-72, AND 11-3-74 THROUGH 11-3-
78

WHEREAS, The City of Pueblo is a home rule municipality operating under a charter adopted pursuant to Article XX of the Colorado Constitution and vested with the authority by that article and the Colorado Revised Statutes to adopt ordinances for the regulation of land use and protection of the public health, safety and welfare; and

WHEREAS, in the exercise of this authority, the City Council has previously enacted Chapter 3, of Title XI of the Pueblo Municipal Code, concerning Alcoholic Beverages; and

WHEREAS, in order to ensure that the needs of the local business community to have prompt action on liquor licenses are met, the Council finds it is beneficial to provide for an administrative hearing officer to conduct liquor licensing actions to provide for the timely processing of liquor licensing matters; and

WHEREAS, an administrative hearing officer would have a larger knowledge of liquor laws, legal processes and procedures, and would provide more efficiency in review of applications, more flexibility with the hearing schedule, simplify the process, allow for better timing for liquor licensees, and provide the City a cost savings in terms of board payment and staff overtime, NOW, THEREFORE,

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

SECTION 1.

Section 11-3-1 through 11-3-13, 11-3-15, 11-3-26, 11-3-41, 11-3-43 through 11-3-46, 11-3-50 through 11-3-52, 11-3-61 through 11-3-63, 11-3-72, and 11-3-74 through 11-3-78 to the Code is amended as follows (brackets indicate matter being deleted, underscoring indicates new matter being added):

Sec. 11-3-1. Exercise of police powers.

This Chapter shall be deemed an exercise of the police powers of the City for the protection of the economic and social welfare, and health and peace and morals of the

people of this City, and shall further be deemed to be those other reasonable restrictions, terms and conditions which are placed upon licenses for the sale or dispensing of alcoholic beverages and 3.2% beer which may be granted by the [Liquor and Beer Licensing Board] **Administrative Hearing Officer** as the Local Licensing Authority for the City as provided in Articles 3, 4 and 5 of Title 44, C.R.S.

Sec. 11-3-2. Definitions.

- (a) For the purposes of this Chapter, all words shall receive the meaning placed upon them in Articles 3, 4 and 5 of Title 44, C.R.S., as amended.
- (b) In addition thereto, the following words shall have the meanings assigned thereto:
 - (1) **Administrative Hearing Officer or Officer shall mean an official presiding over the administrative hearing(s) regarding liquor licensing in an independent and impartial manner pursuant to this code, the Colorado Revised Statutes, and the Code of Colorado Regulations.**
 - (2) **City Clerk shall mean the City Clerk of Pueblo or designated representative.**
 - (3) *Local Licensing Authority* or *City Licensing Authority* shall mean the [Liquor and Beer Licensing Board] **Administrative Hearing Officer or Officer.**
 - ([2]**4**) *Licensee* shall mean any person licensed to sell or dispense malt, vinous or spirituous liquor or fermented malt beverage, or any agent or employee of such person.
 - ([3]**5**) *Premises* shall include all or any part of the physical boundaries of any establishment duly licensed for the sale of beer or liquor under the provisions of this Chapter.
 - ([4]**6**) *Board* shall mean the Liquor and Beer Licensing Board.

Sec. 11-3-3. Licensing.

[Malt, vinous and spirituous liquor and fermented malt beverages shall be sold only by the persons and parties licensed as provided by state law and this Code.]

It shall be unlawful, and a class 1 municipal offense for any person within the City to manufacture, sell, offer, serve or possess for sale any alcohol beverages unless licensed or permitted to do so as provided by this Chapter and the applicable provisions of C.R.S. Title 44, Articles 3, 4 and 5.

Article II Liquor and Beer Licensing Authority [Board]

Sec. 11-3-4. Licensing authority.

- (a) [The Liquor and Beer Licensing Board] **Administrative Hearing Officer** shall be the local licensing authority in the City for the licensing of businesses and locations that desire to sell beer and alcoholic liquors as authorized by articles 3, 4, and 5 of title 44, C.R.S., as amended, and the rules and regulations of the State Licensing Authority, and shall possess all powers given to local licensing authorities by the provisions of said statutes and rules and regulations.
- (b) The City Clerk is authorized to administratively process and approve certain matters designated by the [Liquor and Beer Licensing Board] **Administrative Hearing Officer**, upon terms and conditions established by the [Board]**Officer**, in accordance with articles 3, 4, and 5 of title 44, C.R.S., as same may be amended, when there does not appear to be cause [for the Board] to review such matters, **and when not required by law such as requirements for public hearing(s)**.

Sec. 11-3-5. [Members.] Creation

- [(a) The Liquor and Beer Licensing Board shall consist of five (5) members to be appointed by the Mayor, subject to Council confirmation. Four (4) members shall be initially appointed for staggered terms expiring on the first day of August as follows: one (1) member for a one-year term, one (1) member for a two-year term, one (1) member for a three-year term, and two (2) members for four-year terms, or in lieu of one (1) member for a four-year term, a member of the City Council may be appointed for an indefinite term. Thereafter, each member shall be appointed for a term of four (4) years. At the Board's first regular meeting in August 1978 and in August each year thereafter, the Board shall appoint one (1) of its members to act as Chairman of the Board. The Mayor shall make an appointment, subject to Council confirmation, for any unexpired term in the event a vacancy arises.
- (b) Any member of the Board may be removed by the Mayor for nonattendance to duty or for cause. Any member who fails to attend three (3) consecutive meetings of the Board shall be removed from the Board, unless the Mayor excuses any such absences.]

There shall be and is hereby created a Liquor Licensing Authority, hereinafter referred to in this Chapter as the "Authority".

Sec. 11-3-6. [Board to prescribe terms, conditions or provisions.] Composition and Functions

[The Liquor and Beer Licensing Board may prescribe terms, conditions or provisions as it may deem necessary to carry out its exercise of police powers, provided that these terms, conditions or provisions do not conflict with the laws of the State or rules and regulations provided by the State Licensing Authority or ordinances and resolutions of the City.]

(a) The Local Licensing Authority for the City shall be the Municipal Judge. As defined in this code, Municipal Judge may include a Substitute Judge as appointed by the Presiding Judge.

(b) The Local Licensing Authority shall have the duty and authority to grant or deny licenses for the possession, sale and offering for sale of malt, special malt, vinous or spiritous liquors and fermented malt beverages as provided by law, to conduct investigations as are required by law and to levy penalties against licensees in the manner provided by law.

(c) The Authority shall have all the powers of the Local Licensing Authority as set forth in C.R.S. Title 44, Article 3, 4, and 5.

(d) The Authority shall have the power to promulgate rules and regulations concerning the procedures for hearings before it and the presentation of evidence at hearings.

(e) The Authority shall have the power to require any applicant for a license to furnish any relevant information required by the Authority.

(f) The Authority shall have the power to administer oaths and issue subpoenas to require the presence of persons and the production of papers, books and records necessary to the determination of any hearing which the Authority is authorized to conduct. It shall constitute a violation of this Code, and a Class 1 municipal offense, for any person to fail to comply with any subpoena issued by the Authority in the proper conduct of its hearings.

Sec. 11-3-7. Granting or denial of license.

(a) Before entering any decision approving or denying an application, the **Administrative Hearing Officer** [Liquor and Beer Licensing Board] shall consider the facts and evidence adduced as a result of [its] investigation, as well as any other facts, the reasonable requirements of the neighborhood for the type of license for which application has been made, the number, type and availability of liquor outlets located in or near the neighborhood under consideration and any other pertinent matters affecting the qualifications of the applicant for the conduct of the type of business proposed; provided that the reasonable requirements of the neighborhood shall not be considered in the issuance of a club liquor license. **The Administrative Hearing Officer may take into consideration any other pertinent information as allowed by law.**

(b) All hearings [of the Liquor and Beer Licensing Board] shall be conducted pursuant to and in accordance with the provisions of Articles 3, 4 and 5 of Title 44, C.R.S., and Section 1-7-7 of this Code, and if such provisions are in conflict, the statute's provision shall prevail.

(c) Any decision [of the Liquor and Beer Licensing Board] approving or denying an application shall be in writing stating the reasons therefor and made within **twenty-eight (28)** [thirty (30)] days after the date of the public hearing, and a copy of such decision shall be sent by certified mail to the applicant at the address as shown in the application.

- (d) No license shall be issued [by the Liquor and Beer Licensing Board] after approval of an application until the building in which the business is to be conducted is ready for occupancy, with such furniture, fixtures and equipment in place as is necessary to comply with the provisions of this Article, and then only after inspection of the premises has been made to determine that the applicant has complied with the architect's drawing and plans and specifications submitted with the application.
- (e) After approval of any application, the [Liquor and Beer Licensing Board] **City Clerk** shall notify the state licensing authority of such approval.

Sec. 11-3-8. Suspension and revocation of license.

The [Liquor and Beer Licensing Board] **Administrative Hearing Officer** shall have the power to fine, suspend, or revoke any license issued by the Board **or Officer** on its own motion or on complaint, **filed in writing alleging** any violation(s) by the licensee or by any of the agents, servants or employees of such licensee of the provisions of the Pueblo Municipal Code, the Colorado Liquor Code, the Colorado Beer Code, or any of the rules and regulations authorized pursuant to such codes, or any of the terms, conditions or provisions of the license issued by the Board **or Officer.** [,] **A licensee will be fined, or have a license suspended or revoked only** after investigation and public hearing at which the licensee shall be afforded an opportunity to be heard. The calculation of fines, and fines in lieu of suspension, shall be in accordance with the Colorado Liquor Code, Colorado Beer Code, or any of the rules and regulations authorized pursuant to such codes, and any minimums and maximum payments set forth therein.

- (1) [The [Board] **Officer** shall have the power to administer oaths and issue subpoenas to require the presence of persons and the production of papers, books and records necessary to the determination of any hearing which it is authorized to conduct.
- (2)] Notice of fine, suspension, or revocation, as well as any required notice of a hearing for the same, shall be given by mailing the notice in writing to the licensee at the address contained in such license. No such suspension shall be for a longer period than six (6) months.
- ([3]**2**) Any license may be summarily suspended by the [Board] **Officer** without notice pending any prosecution, investigation or public hearing. Nothing in this Section shall prevent the summary suspension of such license for a temporary period of not more than [fifteen (15)] **fourteen (14)** days.
- ([4]**3**) If any license is fined, suspended, or revoked, no part of the fees paid therefor shall be returned to the licensee.
- ([5]**4**) The [Board] **Officer** shall have the power to implement the optional procedures set forth in Section 44-3-601 of the Colorado Liquor Code, as amended, which the City Council hereby accepts and adopts.

Sec. 11-3-9. Appeal of [Board] Administrative Hearing Officer decisions.

Actions taken by the [Board] Administrative Hearing Officer are subject to review by the Courts pursuant to Rule 106 of the Colorado Rules of Civil Procedure. Review must be applied for within twenty-eight (28) days after the date of decision. Any person applying to the Court for review shall be required to pay the cost of preparing a transcript of proceedings before the [Board] Officer whenever such a transcript is demanded by the person taking the appeal or when such a transcript is furnished by the [Board] Officer pursuant to the Court order.

Sec. 11-3-10. [Quorum and majority vote.] Hearings

[A majority of the Liquor and Beer Licensing Board shall constitute a quorum for the conduct of its business. All decisions of the Liquor and Beer Licensing Board shall be by majority vote of the entire Board.]

(a) A public hearing will be conducted for any hearing required by law which may include all new licenses issue, hearings for suspension, revocation or other sanction.

(b) All hearings before the Authority shall be public and shall be conducted according to the rules and regulations concerning the procedure for hearings promulgated by the Authority. No testimony shall be offered at a hearing unless the same is given under oath.

(c) Public notice of hearings:

(1) The applicant shall cause to be posed the public notice required pursuant to C.R.S. §44-3-311, for all hearings to be held on applications for the sale of alcohol.

(2) The applicant shall provide to the City Clerk evidence of such posting, which shall consist of a photograph of the posted sign in place together with a signed statement evidencing posting.

Sec. 11-3-11. License applications.

All applications for licenses and fees shall be filed with the City Clerk, on forms to be approved by the City Clerk, together with such other information and documents as may be required by the rules of the [Liquor and Beer Licensing Board] Administrative Hearing Officer. The City Clerk or their designee shall act as Secretary to the Administrative Hearing Officer and may designate an employee as a regulatory liquor licensing specialist or other such designation as necessary to aid Officer in the administration of duties.

Sec. 11-3-12. Distance from schools or colleges.

- (a) Pursuant to authority granted to the City Council by the Colorado Liquor Code, the five-hundred-foot distance limitation contained in Section 44-3-313(1)(d)(I), C.R.S., is hereby reduced to two hundred (200) feet, provided that this distance reduction shall apply only to bona fide hotel and restaurant businesses, which maintain at least five (5) sleeping rooms for the accommodation of guests and have meals available for consumption at all times when the facility is open to the public.
- (b) Pursuant to authority granted to the City Council by the Colorado Liquor Code, the five-hundred-foot distance limitation contained in Section 44-3-313(1)(d)(I), C.R.S., is hereby eliminated, provided that the elimination of this distance restriction shall apply only to bona fide beer and wine, hotel and restaurant, tavern, brew pub, club, arts, vintner's restaurant, and distillery pub liquor licensed businesses located within the Downtown Business District, which shall be defined as the area beginning at the intersection of W 13th and N Elizabeth St., east along centerline of W 13th St. to the center of Interstate 25; thence south along the center of existing or future Interstate 25 to the northern edge of the railroad lines at an approximate location of 38° 15'48.369" N, 104° 36'18.691" W. Thence SW along the northern edge of the railroad to a point on the top of the Arkansas River levee at an approximate latitude and longitude of 38° 15'38.319" N, 104° 36'57.711" W; thence NW along the top of the levee to an approximate location of 38° 15'50.625" N, 104° 37'11.123" W; thence NE at 43 degrees for a distance of ~2139 ft. to the centerline of N Elizabeth St. at approximately 38° 16'4.9" N, 104° 36'51.34" W; continuing north along the centerline of N Elizabeth St. to the point of beginning at the intersection of W 13th St. and N Elizabeth St. (Map attached as Exhibit A.)
- (c) Pursuant to authority granted to the City Council by the Colorado Liquor Code, the five-hundred-foot distance limitation contained in Section 44-3-313(1)(d)(I), C.R.S., is hereby eliminated for: (1) a Hotel and Restaurant Class Liquor License to serve the Occhiato University Center located upon the Campus of Colorado State University-Pueblo, 2200 Bonforte Boulevard, Pueblo, CO 81001; (2) a Hotel and Restaurant Class Liquor License to serve the Neta and Eddie DeRose Thunderbowl located upon the Campus of Colorado State University-Pueblo, 2301 Rawlings Blvd, Pueblo, CO 81001; and (3) Hotel and Restaurant licensed businesses located within the Thunder Village Business District, which shall be defined as the area beginning at the intersection of Troy Avenue and future Roma Way; thence north along the centerline of existing or future Troy Avenue to future Stadio Way; thence west along the centerline of future Stadio Way to the eastern boundary and property line of the parcel occupied by the landmark known as the Thunderbowl; thence south and then west along the eastern and southern boundaries and property lines of the parcel occupied by the landmark known as the Thunderbowl to the eastern boundary and property line of the Campus of Colorado State University-Pueblo; thence south along the eastern boundary and property line of the Campus of Colorado State University-Pueblo to future Roma Way; thence southwest along the centerline of future Roma Way to the point of beginning at the intersection of Troy Avenue and Roma Way.

- (d) Pursuant to authority granted to the City Council by the Colorado Liquor Code, the five-hundred-foot distance limitation contained in Section 44-3-313(1)(d)(I), C.R.S., is hereby eliminated for a Tavern Class Liquor License to serve the College Center Building including curtilage up to one hundred (100) feet from said building located upon the campus of Pueblo Community College, 900 W. Orman Avenue, Pueblo, CO 81004.
- (e) Any license granted under the provisions of this Section shall also be subject to all other applicable provisions of state and local law.
- (f) The grant or denial of any application under this Section shall remain within the authority and discretion of the [Liquor and Beer Licensing Board] **Administrative Hearing Officer**.

Sec. 11-3-13. Optional premises licenses.

- (a) The [Board] **Administrative Hearing Officer** may accept applications either for an optional premises license or for a hotel and restaurant license with optional premises.
- (b) The specific types of outdoor sports and recreational facilities which may be licensed hereunder shall be limited to golf courses, and such other facilities as may be designated by ordinance.
- (c) No alcoholic beverages may be served on the optional premises unless the licensee has provided to the state and local licensing authorities at least forty-eight (48) hours' prior written notice of the specific days and hours on which the optional premises are to be so used.
- (d) In addition to the requirements of Sections 11-3-13 through 11-3-15 herein, optional premises applications, licenses and licensees shall be subject to all other applicable requirements of the Colorado Liquor Code and City ordinances.

Sec. 11-3-15. Hearing required.

- (a) [The Board] **Administrative Hearing Officer** shall hold a public hearing on each application for an optional premises license or for a hotel and restaurant license with optional premises.
- (b) In addition to all other standards applicable to the issuance of licenses under the Colorado Liquor Code, the applicant shall have the burden of justification of the following requirements for issuance of an optional premises license:
 - (1) Need and desirability of the optional premises requested;
 - (2) Need and desirability of the number and size of service areas or facilities requested;
 - (3) Adequate security and control over the optional premises by the licensee;

- (4) That the health, safety and welfare of the inhabitants of the neighborhood and the users of the outdoor sports and recreation facility will not be adversely affected by issuance of such license.
- (5) That the state licensing authority has approved the location proposed for optional premises as required by the Colorado Liquor Code.

Sec. 11-3-26. Penalty.

Any licensee violating any of the provisions of **this Chapter 3 of Title XI**, [Sections 11-3-21 to 11-3-25], inclusive of this Article, shall, upon conviction thereof by the Pueblo Municipal Court, be fined in a sum not less than five hundred dollars (\$500.00) nor more than one thousand dollars (\$1,000.00). Any licensee violating any of the provisions of the Pueblo Municipal Code, the Colorado Liquor Code, Colorado Beer Code, or any of the rules and regulations authorized pursuant to such codes, inclusive of this Article, may, upon a finding thereof by the [Liquor and Beer Licensing Board] **Administrative Hearing Officer**, be penalized in accordance with 1 C.C.R. 203-2[:47-603], as may be amended.

Sec. 11-3-41. [Liquor and Beer Licensing Board] Administrative Hearing Officer; local authority.

The [Liquor and Beer Licensing Board] **Administrative Hearing Officer** as local authority may issue a special event permit for the sale, by the drink only, of fermented malt beverages, as defined in Section 44-4-103, C.R.S., as amended, or the sale, by the drink only, of malt, spirituous or vinous liquors, as defined in Section 44-3-103, C.R.S., as amended, to organizations and political candidates qualifying under Article 5 of Title 44, C.R.S., as amended, subject to the provisions of Articles 3 and 4 of Title 44, C.R.S., as amended, and to the limitations imposed by Article 5 of Title 44, C.R.S., as amended.

Sec. 11-3-43. Fees.

- (a) The fee for investigation and issuance of a special event permit is one hundred dollars (\$100) per permit.
- (b) All such fees are payable at the time application for a special event permit is made. [The Liquor and Beer Licensing Board] **Administrative Hearing Officer** as local authority may require any applicant to post a performance bond to assure compliance with the provisions of this Article.

Sec. 11-3-44. Issuance of permit; limitation.

A special event permit may not be issued to any organization for more [than fifteen (15) days] **events than is permissible by state law and regulations** in one (1) calendar year. The City Clerk shall access information made available on the website of

the State licensing authority to determine the statewide permitting activity of any applicant and shall assure compliance with the limitation imposed by this Section.

Sec. 11-3-45. Denial of permit.

The [Liquor and Beer Licensing Board] **Administrative Hearing Officer** as local authority may deny the issuance of a special event permit upon the grounds that such issuance would be injurious to the public welfare because of the nature of the special event, its location within the community or the failure of the applicant in a past special event to conduct the event in compliance with applicable laws, **or any other lawful reason provided to applicant in writing within twenty-eight (28) days of denial.**

Sec. 11-3-46. Forms.

Applications for a special event permit shall be made on forms provided by the State licensing authority, and shall be verified by oath or affirmation of an officer of the organization or of the political candidate making application. Upon approval of any application by the [Liquor and Beer Licensing Board] **Administrative Hearing Officer**, the permit shall issue and the approval of the State licensing authority shall not be required. [The City Clerk shall report to the State liquor enforcement division, within ten (10) days after the issuance of a permit, the name of the organization to which a permit was issued, the address of the permitted location and the permitted dates of alcohol beverage service.]

Article V Massage Parlors

Sec. 11-3-50. Licensing authority.

[The Liquor and Beer Licensing Board] **The Liquor Administrative Hearing Officer** shall be the local licensing authority in the City for the licensing of massage parlors as authorized by the Colorado Massage Parlor Code and shall possess all powers given to local licensing authorities by the provisions of said code.

Sec. 11-3-51. Applications.

All applications and fees for massage parlors shall be filed with the City Clerk together with such other information and documents as may be required by the [Liquor and Beer Licensing Board] **Liquor Administrative Hearing Officer**.

Sec. 11-3-52. Hearings.

All proceedings and hearings of the [Liquor and Beer Licensing Board] **Liquor Administrative Hearing Officer** relating to massage parlors shall be conducted to and in accordance with the Colorado Revised Statutes [Colorado Massage Parlor Code] and Section 1-7-7 of this Code; and if such provisions are in conflict, the Colorado Massage Parlor Code shall control. No massage parlor license shall be granted unless approved by [a majority of the entire Board] **the Officer**.

Sec. 11-3-61. Authority.

A retail liquor store or liquor-licensed drugstore licensee may conduct alcohol beverage tastings within the City only following approval of an application for an alcohol beverage tastings permit by the [Liquor and Beer Licensing Board] **Administrative Hearing Officer** and subject to the limitations set forth in this Article and Section 44-3-301(10), C.R.S.

Sec. 11-3-62. Application.

- (a) A retail liquor store or liquor-licensed drugstore licensee desiring to conduct alcohol beverage tastings must submit a permit application or permit application renewal for that purpose in accordance with this Article.
- (b) An alcohol beverage tastings permit shall be valid for the period of the then-existing liquor license, and the permit may be renewed at the time of any liquor license renewal.
- (c) An application for alcohol beverage tastings permit must be submitted to the [Liquor and Beer Licensing Board] **Administrative Hearing Officer** no later than thirty (30) days prior to the date of the first alcohol beverage tasting requested in the application or at the time of license renewal, whichever occurs first.
- (d) At a minimum, the application must include the following information:
 - (1) The name of the licensee and location of the premises of the retail liquor store or liquor-licensed drugstore;
 - (2) Schedule of the specific dates and times of requested alcohol beverage tastings for the period of the permit. Following approval of a tastings permit and the tastings schedule by the [Liquor and Beer Licensing Board] **Administrative Hearing Officer**, the licensee may amend such schedule by delivering to the [Liquor and Beer Licensing Board] **City Clerk**, at least fourteen (14) days prior to an unscheduled event, a notice of amendment of the approved schedule;
 - (3) A copy of a certificate of training for individuals who will conduct beverage tastings; and
 - (4) Any other information requested by the [Liquor and Beer Licensing Board] **Administrative Hearing Officer** reasonably necessary to ensure compliance with the requirements of this Article and Section 44-3-301(10), C.R.S.

Sec. 11-3-63. Decision on application.

- (a) The [Liquor and Beer Licensing Board] **Administrative Hearing Officer** may deny an application for issuance of an alcohol beverage tastings permit upon the following grounds:

- (1) The applicant has failed to establish that the applicant is able to conduct alcohol beverage tastings in compliance with this Article or Section 44-3-301(10), C.R.S.;
 - (2) The alcohol beverage tastings requested by applicant create or threaten to create a public safety risk to the neighborhood; or
 - (3) The Licensee has violated the Colorado Liquor Code, or any rules and regulations authorized pursuant to such code during the one (1) year immediately preceding the date of the application.
- (b) If an application for an alcohol beverage tastings permit is denied, the [Liquor and Beer Licensing Board] **Administrative Hearing Officer** shall give notice in writing and shall state grounds upon which the application was denied. The licensee shall be entitled to a hearing on the denial if a request in writing is made to the [Liquor and Beer Licensing Board] **Officer** within [fifteen (15)] **fourteen (14)** days after the date of notice.

Sec. 11-3-72. Authority of the [Liquor and Beer Licensing Board] Administrative Hearing Officer and the City Clerk.

- (a) The [Liquor and Beer Licensing Board] **Administrative Hearing Officer** is hereby authorized to: (i) certify and decertify promotional associations; (ii) designate the location, size, security, and hours of operation of common consumption areas; (iii) conduct hearings on violations of state and local liquor laws and impose penalties consistent with the provisions of this Chapter; (iv) allow attachment of licensed premises to common consumption areas consistent with this Section and the provisions included herein; and (v) take all other necessary actions consistent with the Colorado Liquor Code and this Chapter for the creation and regulation of entertainment districts, promotional associations, and common consumption areas.
- (b) The [Liquor and Beer Licensing Board] **Administrative Hearing Officer** shall have the authority to impose additional reasonable conditions on the certification of promotional associations, the licensing of common consumption areas and the attachment of licensed premises to common consumption areas, not inconsistent with the Colorado Liquor Code.
- (c) The City Clerk may adopt rules as reasonably necessary to implement the provisions of this Article.

Sec. 11-3-74. Application for certifying a promotional association and establishing a common consumption area; notice; hearing.

- (a) An application form for certifying a promotional association and establishing a common consumption area shall be available at the City Clerk's Office or on the City's website. No application will be considered by the [Liquor and Beer Licensing

Board] **Administrative Hearing Officer** until the completed application, applicable fee, and all attachments are submitted.

- (b) In addition to the requirements of C.R.S. § 44-3-301(11), as amended, the promotional association seeking certification by the [Liquor and Beer Licensing Board] **Administrative Hearing Officer** shall be required to submit:
- (1) A copy of the articles of incorporation and bylaws and a list of all directors and officers of the promotional association. A representative of each licensed premises attached to the common consumption area shall serve as one (1) of the directors on the board of the promotional association. At least two (2) liquor licensed premises must be attached to a common consumption area;
 - (2) A list containing the names, addresses, and license types of all liquor licensed businesses that will be applying for attachment to the common consumption area which are known at the time of application for certification;
 - (3) A list of the names and addresses of all non-liquor licensed business which will fall entirely within, will fall partially in, or be immediately adjacent to the common consumption area; along with evidence that the applicant association has either mailed or personally served such businesses with a copy of the notice required in this section;
 - (4) A detailed map of the common consumption area, including location of physical barriers, entrances and exits, location of attached licensed premises, identification of licensed premises that are adjacent but not to be attached to the common consumption area, and approximate location of security personnel;
 - (5) A detailed description of the security arrangements, the approximate number of security personnel and the approximate location of security personnel within the common consumption area. Security arrangements shall include physical barriers to close the common consumption area to vehicular traffic and limit pedestrian access.
 - (6) A detailed health and sanitation plan including but not limited to plans for trash collection and disposal, location of available bathrooms and porta-potties, a description of how the area will be kept clean during the hours of operation of the common consumption area, and a description of how the area will be cleaned up at the end of the hours of operation of the common consumption area.
 - (7) A list of dates and hours of operation of the common consumption area for the upcoming calendar year;
 - (8) Documentation showing permission to use all portions of the common consumption area for all dates the common consumption area will be in use. Such documentation need only cover the period from the date of application through January 31st of the following year.
 - (9) An insurance certificate of general liability and liquor liability insurance naming the City as an additional insured in a minimum amount of one million dollars

(\$1,000,000.00) or as may be increased from time to time, by the City's Director of Finance;

- (10) Documentation of how the application addresses the reasonable requirements of the neighborhood and the desires of the adult inhabitants as evidenced by petitions, written testimony or otherwise; and
 - (11) In addition to any fee required to be paid to the Colorado Department of Revenue, each promotional association seeking certification by the Liquor and Beer Licensing Board shall pay to such Board a non-refundable application fee of five-hundred dollars (\$500.00).
 - (12) A statement of any and all violations of local or state liquor rules or regulations by any attached liquor licensed business within the past five (5) years, from the date of application.
- (c) Hearing and Notice.
- (1) The [Liquor and Beer Licensing Board] **Administrative Hearing Officer** shall hold a hearing on all applications for certification of a promotional association and establishment of a common consumption area.
 - (2) Prior to the hearing the City Clerk shall, at least ten (10) days prior to the hearing, cause notice to be posted in a conspicuous place within the proposed common consumption area for which application has been made and by publication on the City's website. Such posting shall be in the form established in C.R.S. § 44-3-311, as amended.
- (d) It shall be unlawful and a **class 1** municipal offense for any person or entity to operate a common consumption area unless currently certified as a promotional association under this section.

Sec. 11-3-75. Terms and conditions; modifications; report of changes.

- (a) Terms and Conditions.
- (1) Upon certification of a promotional association, the terms and conditions of the certification shall remain effective until and unless an application for modification is submitted, approved, and authorized by the [Liquor and Beer Licensing Board] **Administrative Hearing Officer** as required by this Section.
 - (2) No person shall make an application nor shall an application for the certification of a promotional association be received by the [Liquor and Beer Licensing Board] **Administrative Hearing Officer** until such time as all fees, fines, costs, taxes, penalties, and interest due and owing to the City by any and all of the licensed premises attached to the common consumption area are paid in full.
- (b) Modifications and Report of Changes.
- (1) Prior to any of the following modifications taking place, a promotional association must file an application for modification with the City Clerk's Office.
 - a. Changes to the map of the common consumption area;

- b. Changes to the hours and dates of operation of the common consumption area or changes to the hours of attached licensees;
 - c. Changes to the promotional association's security plan;
 - d. Changes to the promotional associations health and sanitation plan;
 - e. Changes to any conditions imposed on the promotional association by the Liquor and Beer Licensing Board.
- (2) Subject to the notice requirements set forth in Section 11-3-74(c)(2) above, the [Liquor and Beer Licensing Board] **Administrative Hearing Officer** shall hold a hearing on all applications for modification. At such hearing the said [Board] **Officer** shall consider the effect of the amendment on the ability of the promotional association to comply with all local and state liquor laws and regulations.
- (3) In addition to any fee required to be paid to the Colorado Department of Revenue, all applications for modification shall be accompanied by a non-refundable one-hundred dollar (\$100.00) fee.
- (4) The promotional association shall report any of the following changes to the Liquor and Beer Licensing Board within [thirty (30)] **twenty-eight (28)** days of the effective date of the change:
- a. Any changes to the articles of incorporation or the bylaws of the promotional association.
 - b. Any change to the list of directors and officers of the promotional association.
 - c. Changes to the ownership or character of non-liquor licensed business which fall entirely within, fall partially in, or are immediately adjacent to the common consumption area.

Sec. 11-3-76. Application for attachment to a common consumption area.

- (a) As used in this section "attach" shall mean the connection, as authorized under this section, of a liquor licensed premises, to an adjoining common consumption area to provide alcohol beverages for common consumption within said area.
- (b) All liquor licensees who wish to attach to a common consumption area must complete an application on forms provided by the City Clerk's Office. Along with the application the licensee must provide:
 - (1) Authorization for attachment from the certified promotional association.
 - (2) Name of the representative from the licensed premises proposed for attachment who would serve as a director on the board of the certified promotional association.
 - (3) A detailed map of the common consumption area, including location of physical barriers, entrances and exits, location of attached licensed premises,

- identification of licensed premises that are adjacent but not to be attached to the common consumption area and approximate location of security personnel.
- (4) A non-refundable application fee of one-hundred dollars (\$100.00). Such fee shall be in addition to any fee required to be paid to the Colorado Department of Revenue.
 - (c) The [Liquor and Beer Licensing Board] **Administrative Hearing Officer** may refuse to authorize, refuse to reauthorize or may deauthorize attachment if:
 - (1) The licensed premises to be attached is not within or immediately adjacent the common consumption area;
 - (2) The licensee fails to obtain or retain authority to attach to the common consumption area from the certified promotional association;
 - (3) The licensee fails to establish that the licensed premises and the common consumption area can be operated without violating this Code, the Colorado Liquor Code or creating a safety risk to the neighborhood; or
 - (4) The licensee has been found to have violated any provision of local or state liquor rules and regulations within the past five (5) years.

Sec. 11-3-77. Operation of common consumption areas.

- (a) A promotional association or attached licensed premises shall not:
 - (1) Employ a person to serve alcoholic beverages or provide security within the common consumption area unless the server has completed the server and seller training program established by the Director of the Liquor Enforcement Division of the Colorado Department of Revenue;
 - (2) Sell or provide an alcoholic beverage to a customer for consumption within the common consumption area but not within the licensed premises in a container that is larger than sixteen (16) ounces;
 - (3) Sell or provide any alcoholic beverage to a customer for consumption within the common consumption area but not within the licensed premises unless the container is disposable and contains the name of the vendor in at least twenty-four-point font;
 - (4) Permit customers to leave the licensed premises with an alcohol beverage unless the beverage container complies with Paragraphs (2) and (3) of this Subsection (a);
 - (5) Operate the common consumption area in an area that exceeds the maximum authorized by the Liquor and Beer Licensing Board or the Colorado Liquor Code;
 - (6) Sell, serve, dispose of, exchange, or deliver, or permit the sale, serving, giving, or procuring of, an alcoholic beverage to a visibly intoxicated person or to a known habitual drunkard;

- (7) Sell, serve, dispose of, exchange, or deliver, or permit the sale, serving, or giving of an alcohol beverage to a person under twenty-one (21) years of age; or
- (8) Permit a visibly intoxicated person to loiter within the common consumption area;
- (9) Offer for sale or service alcoholic beverages in the common consumption area unless such sale or service is done upon the licensed premises of an attached licensee;
- (10) Fail to immediately report to the police any violation of this Title XI occurring on the attached licensed premises or within the common consumption area.
- (11) Permit any violation of this Chapter or of the Colorado Liquor Code within any attached licensed premises or within the common consumption area.
- (b) The promotional association shall promptly remove all alcoholic beverages from the common consumption area at the end of the hours of operation.
- (c) It is unlawful for any person to consume alcohol within the common consumption area unless such alcoholic beverage was obtained from an attached licensed premises.
- (d) Penalties.
 - (1) The promotional association and all attached liquor licensees shall be jointly responsible for violations of this Chapter and of the Colorado Liquor Code that occur within the common consumption area. If a particular licensee or licensees can be identified as being responsible for a violation only such licensee or licensees shall be penalized under this Section. In the event a responsible licensee or licensees cannot be identified; all attached licensees and the promotional association shall be subject to penalties under this Section.
 - (2) The [Liquor and Beer Licensing Board] **Administrative Hearing Officer** is authorized to impose the following penalties for violations of this article;
 - a. A fine,
 - b. Suspension of individual liquor licenses,
 - c. Suspension of the common consumption area,
 - d. Revocation of individual liquor licenses,
 - e. Revocation of the common consumption area,
 - f. Decertification of the promotional association, and/or
 - g. Imposition of additional conditions on any attached licensee or on the promotional association.
- (e) This Section does not apply to a special event permit under this Code or the holder thereof unless the permit holder desires to use an existing common consumption area and agrees in writing to the requirements of this Section and the [Liquor and

Beer Licensing Board] **Administrative Hearing Officer** concerning the common consumption area.

Sec. 11-3-78. Recertification and reporting requirements.

- (a) A certified promotional association shall apply for recertification by January 31st of each year on forms prepared and furnished by the City Clerk. An application for recertification of a promotional association shall include a report containing:
 - (1) A detailed map of the boundaries of the common consumption area;
 - (2) A list of dates and hours of operation of the common consumption area for the upcoming calendar year;
 - (3) Documentation showing permission to use all portions of the common consumption area for all dates the common consumption area will be in use during the upcoming year;
 - (4) A list of attached licensed premises;
 - (5) A list of the directors and officers of the promotional association;
 - (6) Security arrangements within the common consumption area;
 - (7) Any violation of local or state liquor rules and regulations committed by an attached licensed premises during the preceding year; and
 - (8) Any other information reasonably requested by the [Liquor and Beer Licensing Board] **Administrative Hearing Officer**.
- (b) Fee. In addition to any fee required to be paid to the Colorado Department of Revenue, the promotional association shall submit a non-refundable recertification fee of two-hundred fifty dollars (\$250.00) with its application for recertification.
- (c) Late recertification. The [Liquor and Beer Licensing Board] **Administrative Hearing Officer** may, in its discretion, allow a promotional association to apply for recertification after January 31st if;
 - (1) The promotional association has complied with the reporting requirements contained in C.R.S. § 44-3-301(11)(c) as amended, and
 - (2) The promotional association pays an additional non-refundable late fee of one-hundred dollars (\$100.00). Such late fee shall be in addition to any late fee required to be paid to the Colorado Department of Revenue.
 - (3) Under no circumstances shall a promotional association be allowed to apply for late recertification more than sixty (60) days after January 31st.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective on the January 1, 2025, unless at any time after the date of final action by the Mayor and City Council the Board fails to have a quorum at any meeting, or if the number of members of the board drop so low as to make obtaining a quorum at any meeting impossible, then this Ordinance shall become effective immediately.

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: October 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Benjamin Valdez, Director of Transit

SUBJECT: AN ORDINANCE APPROVING, ACCEPTING, AND BUDGETING A MULTIMODAL TRANSPORTATION AND MITIGATION OPTION FUNDS GRANT AWARD, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, THE PUEBLO AREA COUNCIL OF GOVERNMENTS, AND COLORADO DEPARTMENT OF TRANSPORTATION ESTABLISHING PROJECT NO. PT2303, BUDGETING AND APPROPRIATING \$65,000.00, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is a Grant Award between the City of Pueblo, A Colorado Municipal Corporation and Colorado Department of Transportation for \$65,000.00.

PREVIOUS COUNCIL ACTION:

No previous Council actions.

BACKGROUND:

This is a FY2023 Multimodal Transportation and Mitigation Option Funds Grant for \$65,000.00 allocation. The grant provided is 100%, with a 0% match. This grant utilizes State Multimodal funding. The grant scope of work includes the following Project:

\$65,000.00 – Estimated Cost

\$65,000.00 Total Grant

FINANCIAL IMPLICATIONS:

The anticipated total project cost is \$65,000.00. The Federal share is 100% with no City

match requirement.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board recommends approval.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

The alternative, should this Ordinance not pass, is for the City of Pueblo, a Municipal Corporation, to not be able to provide the Kids Ride Free Program for the 2023-2024 school year.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Kids Ride Free Attachment 491003711-Pueblo City of_MMOF_F-SLFRF

ORDINANCE NO.

AN ORDINANCE APPROVING, ACCEPTING, AND BUDGETING A MULTIMODAL TRANSPORTATION AND MITIGATION OPTION FUNDS GRANT AWARD, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, THE PUEBLO AREA COUNCIL OF GOVERNMENTS, AND COLORADO DEPARTMENT OF TRANSPORTATION ESTABLISHING PROJECT NO. PT2303, BUDGETING AND APPROPRIATING \$65,000.00, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Awarding of 2023 Multimodal Transportation and Mitigation Option Funds Grant to the City of Pueblo a Colorado Municipal Corporation, Pueblo Transit, a true copy of which is attached hereto, is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

The Mayor of the City is authorized to execute the Grant Award acceptance in the name of, and on behalf of the City, and the Mayor is authorized to execute any and all other certifications, assurances and other documents associated therewith.

SECTION 3.

Project Number PT2303 is hereby established, and the amount of \$65,000.00 is budgeted and appropriated, therefore.

SECTION 4.

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

SECTION 5.

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

Action by City Council:

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

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 GRANT AGREEMENT FOR SLFRF

COVER PAGE

State Agency Department of Transportation	Agreement Number 25-HTR-ZL-00037		
Grantee City of Pueblo	Agreement Performance Beginning Date The Effective Date		
UEI/SAMS Number NJK3BNUDRHJ7	Initial Agreement Expiration Date December 31, 2026		
Agreement Maximum Amount Initial Term \$65,000.00	Fund Expenditure End Date December 31, 2026		
	Agreement Authority CRS §§43-1-106, 43-1-110, 43-1-117, 43-2-101(4)(c), 43-4-811(2), SB2018-001, SB 2021-260.		
Total for All State Fiscal Years \$65,000.00			
Agreement Purpose The purpose of this Grant is for CDOT to disburse MMOF-ARPA-SLFRF Funds to the Grantee to conduct work within the provisions of this Grant. The work to be completed under this Grant by the Grantee is more specifically described herein.			
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Agreement: 1. Exhibit A, Statement of Work 2. Exhibit B, Sample Option Letter 3. Exhibit C, Budget 4. Exhibit D, Federal Provisions 5. Exhibit E, Agreement with Subrecipient of Federal Recovery Funds 6. Exhibit F, SLFRF Subrecipient Quarterly Report 7. Exhibit G, Sample SLFRF Reporting Modification Form 8. Exhibit H, Federal Provisions Personal Services Contracts (Civil Rights) In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: 1. Exhibit D, Federal Provisions 2. Exhibit H, Federal Provisions Personal Services Contracts (Civil Rights) 3. Exhibit E, Agreement with Subrecipient of Federal Recovery Funds 4. Colorado Special Provisions in §17 of the main body of this Agreement 5. The provisions of the other sections of the main body of this Agreement 6. Exhibit A, Statement of Work 7. Exhibit B, Sample Option Letter 8. Exhibit C, Budget 9. Exhibit F, SLFRF Subrecipient Quarterly Report 10. Exhibit G, Sample SLFRF Reporting Modification Form			
Principal Representatives <table border="0"> <tr> <td> For the State: Glenn Krause Division of Transit and Rail 2829 W. Howard Place Denver, CO 80204 glenn.krause@state.co.us </td> <td> For Grantee: Benjamin Valdez Director – Pueblo Transit City of Pueblo 350 Alan Hamel Ave Pueblo, CO 81003 bvaldez@pueblo.co </td> </tr> </table>		For the State: Glenn Krause Division of Transit and Rail 2829 W. Howard Place Denver, CO 80204 glenn.krause@state.co.us	For Grantee: Benjamin Valdez Director – Pueblo Transit City of Pueblo 350 Alan Hamel Ave Pueblo, CO 81003 bvaldez@pueblo.co
For the State: Glenn Krause Division of Transit and Rail 2829 W. Howard Place Denver, CO 80204 glenn.krause@state.co.us	For Grantee: Benjamin Valdez Director – Pueblo Transit City of Pueblo 350 Alan Hamel Ave Pueblo, CO 81003 bvaldez@pueblo.co		

FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0126
Federal Award Date *	May 18, 2021
Federal Award End Date	December 31, 2024^ ^ Pending Final Rule by U.S. Treasury
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount of Federal Award (this is <u>not</u> the amount of this grant agreement)	\$3,828,761,790

* Funds may not be available through the Federal Award End Date subject to the provisions in §2 and §5 below.

SIGNATURE PAGE**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

GRANTEE SIGNATURE City of Pueblo By: _____ Name: _____ Title: _____ Date: _____	STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director By: _____ Name: _____ Title: _____ Date: _____
Second Grantee Signature if Needed By: _____ Name: _____ Title: _____ Date: _____	LEGAL REVIEW Philip J. Weiser, Attorney General By: _____ Name: _____ Title: _____ Date: _____
In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD _____ By: Derpartment of Transportation Effective Date: _____	

TABLE OF CONTENTS

	COVER PAGE	1
	SIGNATURE PAGE	2
1.	PARTIES	4
2.	TERM AND EFFECTIVE DATE	4
3.	DEFINITIONS	6
4.	STATEMENT OF WORK	9
5.	PAYMENTS TO GRANTEE	9
6.	REPORTING - NOTIFICATION	11
7.	GRANTEE RECORDS	12
8.	CONFIDENTIAL INFORMATION-STATE RECORDS	13
9.	CONFLICTS OF INTEREST	14
10.	INSURANCE	15
11.	BREACH OF AGREEMENT	17
12.	REMEDIES	17
13.	DISPUTE RESOLUTION	19
14.	NOTICES AND REPRESENTATIVES	19
15.	RIGHTS IN WORK PRODUCT AND OTHER INFORMATION	20
16.	GENERAL PROVISIONS	21
17.	COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)	24

1. PARTIES

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the “Grantee”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the “State”). Grantee and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in **§5.D**, or after the Fund Expenditure End Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in Exhibit Insert Exhibit Number.

B. Initial Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less

at the same rates and under the same terms specified in this Agreement (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Grantee in a form equivalent to Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee as provided in §14, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for breach by Grantee, which shall be governed by 12.A.i.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §14. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in §12.A.i.a

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Grantee for a portion of allowable actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

F. Grantee’s Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State which includes the reasons for the termination and the effective date of the termination. If this Grant is

terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Agreement”** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **“Agreement Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- C. **“Award”** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- D. **“Breach of Agreement”** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- E. **“Budget”** means the budget for the Work described in Exhibit C.
- F. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- G. **“Chief Procurement Officer”** means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.
- H. **“CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- I. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- J. **“Effective Date”** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature for this Agreement.
- K. **“End of Term Extension”** means the time period defined in §2.D2.D.
- L. **“Exhibits”** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- M. **“Extension Term”** means the time period defined in §2.C.
- N. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement Agreement, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting

forth the terms and conditions of the Federal Award. The term does not include payments to an Agreement or payments to an individual that is a beneficiary of a Federal program.

- O. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which is the subject of this Agreement.
- P. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- Q. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- R. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et seq.* C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- S. **“Initial Term”** means the time period defined in §2.B2.B.
- T. **“Matching Funds”** means the funds provided Grantee as a match required to receive the Grant Funds.
- U. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- V. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or other credit card information as may be protected by state or federal law.
- W. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.
- X. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- Y. **“Recipient”** means the State agency shown on the Signature and Cover Page of this Agreement, for the purposes of this Federal Award.

- Z. **“Services”** means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- AA. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- BB. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- CC. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- DD. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- EE. **“Subcontractor”** means third parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees of grant funds.
- FF. **“Subrecipient”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Agreement, Grantee is a Subrecipient.
- GG. **“Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- HH. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- II. **“Work”** means the Goods delivered and Services performed pursuant to this Agreement.
- JJ. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Agreement Maximum for each State Fiscal Year shown on the Cover Page of this Agreement.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.
- b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §2.E.

v. Federal Recovery

The closeout of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Matching Funds

Grantee shall provide Matching Funds as provided in §5.A and Exhibit A. Grantee shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" in Exhibit A has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in Exhibit A and §5.A for all allowable costs described in this Grant and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement with written approval from the State. The change shall not modify the total maximum amount of this Agreement, the maximum amount for any State fiscal year, or modify any requirements of the Work. The State shall reimburse Grantee for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and Exhibit A. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Grantee's costs for Work performed after the Fund

Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

- i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and
- ii. Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out

Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete closeout, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within one year and 90 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

6. REPORTING – NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to §16 or pursuant to any other Exhibit, for any Agreement having a term longer than three months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than ten Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within ten days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity

violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records for a period (the “Record Retention Period”) of five years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee’s office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days’ notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Grantee’s performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, may monitor Grantee’s performance of its obligations under this Agreement using procedures as determined by that governmental entity. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State’s risk analysis of Grantee and this Agreement. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee’s performance in a manner that does not unduly interfere with Grantee’s performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee’s records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Agreement as an Exhibit, if applicable; **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI; **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI; and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Agreement, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's Principal Representative.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement,

as determined by the State. Unless Grantee can establish that none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a “Third-Party Service Provider” as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. **CONFLICTS OF INTEREST**

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor’s employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State’s interests. Absent the State’s prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee’s obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration. Failure to promptly submit a disclosure statement or to follow the State’s direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

10. INSURANCE

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any one fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

D. Cyber/Network Security and Privacy Liability

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

G. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction Agreements require additional insured coverage for completed operations) required of Grantee and Subcontractors.

H. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by Grantee or the State.

I. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with §14 within seven days of Grantee's receipt of such notice.

J. Subrogation Waiver

All commercial insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

K. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Agreement, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

L. Certificates

For each commercial insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement within seven Business Days following the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven Business Days following the Effective Date, except that, if Grantee's Subcontractor is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Grantee's execution of the Subcontractor. No later than 15 days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Grantee fails to comply with any terms of the Federal Award, then the State may, in its discretion or at the direction of a Federal Awarding Agency, terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and Subcontractors with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or Subcontractors. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the

public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State (i) secure that right to use such Work for the State and Grantee; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii)

remove any infringing Work and refund the amount paid for such Work to the State.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement, which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

B. Resolution of Controversies

If the initial resolution described in §13.A13.A fails to resolve the dispute within ten Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S. for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S. (the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth below or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. **RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

A. **Work Product**

i. **Copyrights**

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Grantee hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Grantee cannot make any of the assignments required by this section, Grantee hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. **Patents**

In addition, Grantee grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Grantee that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

iii. **Assignments and Assistance**

Whether or not Grantee is under Agreement with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. **Exclusive Property of the State**

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Grantee under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, “Grantee Property”). Grantee Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. **GENERAL PROVISIONS**

A. Assignment

Grantee’s rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee’s rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors

Grantee shall not enter into any subgrant or Subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each such subgrant or Subcontract upon request by the State. All subgrants and Subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. If the entity with whom Grantee enters into a Subcontract or subgrant would also be considered a Subrecipient, then the Subcontract or subgrant entered into by Grantee shall also contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontract in accordance with the Uniform Guidance.

C. Binding Effect

Except as otherwise provided in §17.A, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties’ respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party’s obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Agreement, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in § 17.A, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations

Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

T. Compliance with State and Federal Law, Regulations, and Executive Orders

Grantee shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Grant.

U. Accessibility

- i. Grantee shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and

the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

- ii. Grantee shall indemnify, save, and hold harmless the Indemnified Parties against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Grantee's failure to comply with §§24-85-101, *et seq.*, C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.
- iii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

17. **COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**

These Special Provisions apply to all agreements except where noted in italics.

A. **STATUTORY APPROVAL. §24-30-202(1), C.R.S.**

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. **FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. **GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. **INDEPENDENT CONTRACTOR.**

Grantee shall perform its duties hereunder as an independent contractor, and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not**

pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for

debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other Agreements, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

EXHIBIT A, STATEMENT OF WORK

Project Description	2022-MMOF-F: Operating (Kids Ride Free Program)		
Project End Date	December 31, 2026		
Subrecipient	Pueblo, City of	UEID #	NJK3BNUDRHJ7
Contact Name	Benjamin Valdez	Vendor #	2000036
Address	350 Alan Hamel Avenue Pueblo, CO 81003	Phone #	(719) 553-2706
Email	bvaldez@pueblo.us	Indirect Rate	N/A
WBS*	26409.10.50	ALI	30.09.08
Total Project Budget			\$65,000.00
MMOF-F (ARPA-SLFRF) Funds (at 100% or less)			\$65,000.00
Local Funds (at 0% or more)			\$0.00
Total Project Amount Encumbered via this Grant Agreement			\$65,000.00

*The WBS numbers may be replaced without changing the amount of the grant at CDOT's discretion.

A. Project Description

City of Pueblo shall use 2022-MMOF-F (ARPA-SLFRF) funds to maintain the existence of public transportation services through the following goals:

1. Enhance access to health care, education, employment, public services, recreation, social transactions, and other basic needs;
2. Assist in the maintenance, development, improvement and use of public transportation in their Transportation Planning Region (TPR);
3. Encourage and facilitate the most efficient use of all transportation funds used to provide passenger transportation in their TPR through the coordination of programs and services; and
4. Encourage mobility management, employment-related transportation alternatives, joint development practices, and transit-oriented development.

This funding is provided to support the services described above from the date of execution of this Grant Agreement through December 31, 2026.

B. Performance Standards

1. Project Milestones

Milestone Description	Original Estimated Completion Date
Submit First Reimbursement Request in COTRAMS	9/15/2024
Submit Progress Reports to CDOT Project Manager	9/30/2024
Submit Final Reimbursement Request in COTRAMS	9/30/2026
IMPORTANT NOTE: All milestones in this Statement of Work must be completed no later than the expiration date of this Grant Agreement: December 31, 2026 .	

2. Performance will be reviewed throughout the duration of this Grant Agreement. City of Pueblo shall report to the CDOT Project Manager whenever one or more of the following occurs:

- a. Budget or schedule changes;
- b. Scheduled milestone or completion dates are not met;
- c. Identification of problem areas and how the problems will be resolved; and/or
- d. Expected impacts and the efforts to recover from delays.

C. Project Budget

1. The Total Project Budget is \$65,000.00. CDOT will pay no more than 100% of the eligible, actual project costs, up to the maximum amount of \$65,000.00. CDOT will retain any remaining balance of the state share of MMOF Funds. City of Pueblo shall be solely responsible for all costs incurred in the project in excess of the amount paid by CDOT from MMOF Funds for the state share of eligible, actual costs. For CDOT accounting purposes, the MMOF Funds of \$65,000.00 will be encumbered for this Grant Agreement.
2. No refund or reduction of the amount of City of Pueblo's share to be provided for the project will be allowed unless there is at the same time a refund or reduction of the state share of a proportionate amount.
3. City of Pueblo may use eligible federal funds for the Local Funds share. City of Pueblo's share, together with the State MMOF Funds share, must be enough to ensure payment of the Total Project Budget.
4. Per the terms of this Grant Agreement, CDOT shall have no obligation to provide state funds for use on this project. CDOT will administer MMOF funds for this project under the terms of this Grant Agreement, provided that the state share of MMOF funds to be administered by CDOT are made available and remain available. City of Pueblo shall initiate and prosecute to completion all actions necessary to enable City of Pueblo to provide its share of the Total Project Budget at or prior to the time that such funds are needed to meet the Total Project Budget.

D. Allowable Costs

1. City of Pueblo shall agree to adhere to the provisions for allowable and unallowable costs cited in the following regulations: 2 CFR 200.420 through 200.475; FTA C 5010.1E Chapter VI: Financial Management; Master Agreement, Section 6 "Non-Federal Share;" and 2 CFR 200.102. Other applicable requirements for cost allowability not cited previously, shall also be considered.
2. City of Pueblo's operating expenses are those costs directly related to system operations. City of Pueblo at a minimum, should consider the following items as operating expenses: fuel, oil, drivers and dispatcher salaries and fringe benefits, and licenses.
3. If City of Pueblo elects to take administrative assistance, eligible costs may include but are not limited to: general administrative expenses (e.g., salaries of the project director, secretary, and bookkeeper); marketing expenses; insurance premiums or payments to a self-insurance reserve; office supplies; facilities and equipment rental; standard overhead rates; and the costs of administering drug and alcohol testing. Additionally, administrative costs for promoting and coordinating ridesharing are eligible as project administration if the activity is part of a coordinated public transportation program.

E. Reimbursement Eligibility

1. City of Pueblo must submit invoice(s) monthly via COTRAMS. Reimbursement will apply only to eligible expenses that are incurred within the period of performance of this Grant Agreement.
2. City of Pueblo may not submit requests for reimbursements more than once per month. Reimbursement requests must be within the limits of this Grant Agreement. City of Pueblo will be reimbursed based on the ratio of State Funds share and Local Funds share set forth in the Project Budget above.
3. City of Pueblo must submit the final invoice within forty-five (45) calendar days of September 30, 2026 and submit a Grant Closeout/Liquidation (GCL) Form in COTRAMS within fifteen (15) calendar days of issuance of the final reimbursement payment.

F. Training

In an effort to enhance transit safety, City of Pueblo and any subrecipients and subcontractors shall make a good faith effort to ensure that appropriate training of agency and contracted personnel is occurring and that personnel are up to date in appropriate certifications. In particular, City of Pueblo shall ensure that driving personnel are provided professional training in defensive driving and training on the handling of mobility devices and transporting older adults and individuals with disabilities.

G. Restrictions on Lobbying

City of Pueblo is certifying that it complies with 2 CFR 200.450 by entering into this Grant Agreement.

H. Special Conditions

1. City of Pueblo will comply with all requirements imposed by CDOT on City of Pueblo so that the state award is used in accordance with state statutes, regulations, and the terms and conditions of the state award.
2. City of Pueblo must permit CDOT and their auditors to have access to City of Pueblo's records and financial statements as necessary, with reasonable advance notice.
3. Except as provided in this Grant Agreement, City of Pueblo shall not be reimbursed for any purchase, issued purchase order, or leased capital equipment prior to the execution of this Grant Agreement.
4. City of Pueblo shall document any loss, damage, or theft of FTA- or state-funded property, equipment, or rolling stock in COTRAMS.
5. City of Pueblo shall ensure that it does not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability in accordance with Title VI of the Civil Rights Act of 1964.
6. City of Pueblo shall seek to ensure non-discrimination in its programs and activities by developing and maintaining a Title VI Program in accordance with the "Requirements for FTA Subrecipients" in CDOT's Title VI Program Plan and Federal Transit Administration Circular 4702.1B, "Title VI Requirements and Guidelines for FTA Recipients." The Party shall also facilitate FTA's compliance with Executive Order 12898 and DOT Order 5610.2(a) by incorporating the principles of environmental justice in planning, project development and public outreach in accordance with FTA Circular 4703.1 "Environmental Justice Policy Guidance for Federal Transit Administration Recipients."
7. City of Pueblo will provide transportation services to persons with disabilities, in accordance with Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.
8. City of Pueblo shall develop and maintain an ADA Program in accordance with 28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services, FTA Circular 4710.1, and any additional requirements established by CDOT for FTA subrecipients.
9. City of Pueblo shall ensure that it will comply with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FTA guidance, and any other federal, state, and/or local laws, rules and/or regulations. In any contract utilizing federal funds, land, or other federal aid, City of Pueblo shall require its subrecipients and/or contractors to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.
10. City of Pueblo shall agree to produce and maintain documentation that supports compliance with the Americans with Disabilities Act to CDOT upon request.

EXHIBIT B, SAMPLE OPTION LETTER

State Agency Insert Department's or IHE's Full Legal Name	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Grantee Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...	Original Agreement Number Insert CMS number or Other Agreement Number of the Original Agreement
Current Agreement Maximum Amount Initial Term State Fiscal Year 20xx \$0.00 Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$0.00	Option Agreement Number Insert CMS number or Other Agreement Number of this Option Agreement Performance Beginning Date Month Day, Year Current Agreement Expiration Date Month Day, Year

1. **OPTIONS:**

A. Option to extend for an Extension Term

2. **REQUIRED PROVISIONS:**

A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.

3. **OPTION EFFECTIVE DATE:**

A. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE By: Name & Title of Person Signing for Agency or IHE Date: _____	In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval Option Effective Date: _____
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EXHIBIT C, BUDGET

1. BUDGET BY US TREASURY EXPENDITURE CATEGORY

1.1 Expenditure Categories identified in Exhibit C will determine what is reported on as outlined in Exhibits D-G.

Project Number	Project Title	US Treasury Expenditure Category Number and Name	Budget
Total			

2. BUDGET BY FUNCTION

3. EXPENDITURE CATEGORY MODIFICATIONS

- 3.1 Increases or decreases in any Expenditure Category must be requested and approved by the State Agency by using the SLFRF Expenditure Modification Form. This form can be found at: <https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates tab).

Exhibit D, 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. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. 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. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.
 - 2.1.5. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

- 2.1.6. “Grant” means the Grant to which these Federal Provisions are attached.
- 2.1.7. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached. Grantee also means Subrecipient.
- 2.1.8. “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.
- 2.1.9. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.9.2. Is not organized primarily for profit; and
 - 2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.12. “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.
- 2.1.13. “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.
- 2.1.14. “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. For SLFRF Grants, a subrecipient relationship continues to exist for Expenditure Category 6.1 Revenue Replacement. Subrecipient also means Grantee.
- 2.1.15. “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>.
- 2.1.16. “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:
- 2.1.16.1. Salary and bonus;
 - 2.1.16.2. 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;

- 2.1.16.3. 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;
- 2.1.16.4. Change in present value of defined benefit and actuarial pension plans;
- 2.1.16.5. Above-market earnings on deferred compensation which is not tax-qualified;
- 2.1.16.6. 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.

2.1.17. “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.

2.1.18. “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.

2.1.19. “Unique Entity ID Number” means the Unique Entity ID established by the federal government for a Grantee or Subrecipient at <https://sam.gov/content/home>.

3. COMPLIANCE.

- 3.1. Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all 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.
- 3.2. Per US Treasury Final Award requirements, grantee programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

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

- 4.1. SAM. Subrecipient 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. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee’s information at <https://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 Agreements and Subcontractors 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 Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.3. 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 FEDERAL 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. If the total award is below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and, \$50,000 and above SLFRF reporting is required.
- 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. Grantee shall report as set forth below.
- 8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit F to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health

All Public Health Projects

- a) Description of structure and objectives

- b) Description of relation to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification
 - v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

- a) Amount of total project used for evidence-based programs
- b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

- a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

- a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

- a) Sector of employer
- b) Purpose of funds

EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects

- a) Description of project structure and objectives
- b) Description of project's response to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Amount of total project used for evidence-based programs and description of evaluation plan *(not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36)*
- e) Number of workers enrolled in sectoral job training programs
- f) Number of workers completing sectoral job training programs
- g) Number of people participating in summer youth employment programs
- h) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification
 - v. Labor reporting

Household Assistance (2.1-2.8)

- a) Number of households served
- b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*
- c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*

Healthy Childhood Environments (2.11-2.13)

- a) Number of children served by childcare and early learning *(Federal guidance may change this requirement in July 2022)*
- b) Number of families served by home visiting *(Federal guidance may change this requirement in July 2022)*

Education Assistance (2.14, 2.24-2.27)

- a) National Center for Education Statistics (“NCES”) School ID or NCES District ID
- b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

Housing Support (2.15, 2.16, 2.18)

- a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*
- b) Number of affordable housing units preserved or developed *(Federal guidance may change this requirement in July 2022)*

Small Business Economic Assistance (2.29-2.33)

- a) Number of small businesses served

Assistance to Non-Profits (2.34)

- a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

- a) Sector of employer
- b) Purpose of funds
- c) If other than travel, tourism and hospitality (2.36) – description of hardship

EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

- a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

- a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

- a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
- b) Numbers of workers served
- c) Employer sector for all subawards to third-party employers
- d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county’s average annual wage
- e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

- a) Projected/actual construction start date (month/year)
- b) Projected/actual initiation of operations date (month/year)
- c) Location (for broadband, geospatial data of locations to be served)
- d) Projects over \$10 million

- i. Prevailing wage certification or detailed project employment and local impact report
- ii. Project labor agreement certification or project workforce continuity plan
- iii. Prioritization of local hires
- iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

- a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
- c) Median Household Income of service area
- d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

- a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
 - i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
 - ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
- b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to (*Federal guidance may change this requirement in July 2022*):
 - i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
 - ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

- iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

- a) Program income earned and expended to cover eligible project costs
- 8.1.2. 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 Prime Recipient no later than the end of the month following the month in which the Subaward was made.
- 8.1.2.1. Subrecipient Unique Entity ID;
 - 8.1.2.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
 - 8.1.2.3. Subrecipient parent's organization Unique Entity ID;
 - 8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:
- 8.1.3.1. Subrecipient's UEI Number as registered in SAM.

- 8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.
- 8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.
- 8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.
- 8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.
- 8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.
- 8.1.3.7. For infrastructure projects (EC 5) or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data).
 - 8.1.3.7.1. For projects over \$10 million:
 - 8.1.3.7.1.1. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-

wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

8.1.3.7.1.2. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.7.1.3. Whether the project prioritizes local hires.

8.1.3.7.1.4. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Exhibit G – SLFRF Reporting Modification Form.

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 Agreements 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 AGREEMENTS.

- 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 Subcontractors entered into by it pursuant to this Grant.
- 12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of “federally assisted construction Agreement” 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 Agreement 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 an Agreement 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, Agreements 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. Agreements 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 Agreement 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 Agreement, 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 Agreement with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never Agreement with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, 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.
- 12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

- 13.1. Subrecipient Certification. Subrecipient shall sign a “State of Colorado Agreement with Recipient of Federal Recovery Funds” Certification Form in Exhibit E and submit to State Agency with signed grant agreement.

- 13.2. 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 DETERMINATION.

- 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.

Exhibit E, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name _____

Authorized Representative: _____

Title: _____

Signature: _____

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
TERMS AND CONDITIONS

1. Use of Funds.
 - a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
 - b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.
3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller. The State will provide notice of such additional reporting requirements via Exhibit G – Reporting Modification Form.
4. 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 in order 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.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.

Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must

8. disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.
9. Compliance with Applicable Law and Regulations.
 - a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to 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:
 - i. 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.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. 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.
 - iv. 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.
 - v. 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.
 - vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.

- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. 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 on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. 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;
 - iii. 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;
 - iv. 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
 - v. 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.
10. 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 set forth 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.
 11. 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.
 12. 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.

13. 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 State of Colorado by the U.S. Department of the Treasury.”
14. Debts Owed the Federal Government.
- a. Any funds paid to the Subrecipient (1) in excess of 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 pursuant to 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 as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.
- a. The United States expressly disclaims any and all 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.
16. Protections for Whistleblowers.
- a. In accordance with 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:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for Agreement or grant oversight or

- management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address 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.

17. Increasing Seat Belt Use in the United States. Pursuant to 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.

18. Reducing Text Messaging While Driving. Pursuant to 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.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition

of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Subrecipient shall notify the OSC, who will report to the Department of Treasury, any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXHIBIT F, SLFRF SUBRECIPIENT QUARTERLY REPORT

1. SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK

- 1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be found at: <https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates tab).

Exhibit G – SAMPLE SLFRF REPORTING MODIFICATION FORM

Grantee:		Grant Agreement No:	
Project Title:		Project No:	
Project Duration:	To:	From:	
State Agency:			

This form serves as notification that there has been a change to the reporting requirements set forth in the original SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Grantee agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

Grantee

Date

State Agency Grant Manager

Date

Exhibit H, Federal Provisions Personal Services Contracts (Civil Rights)

Terms defined in this Exhibit shall only apply to the section of this Exhibit in which the definition occurs. Defined terms used in this Exhibit without a definition shall have the definition given in the Contract.

1) **USDOT Order 1050.2A, Appendix A - Standard Title VI Assurances and Nondiscrimination Provisions** *[Applies to all personal services contracts]*

“Acts” and “Regulations” means Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); 49 C.F.R. Part 21 (entitled Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964); and 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964).

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- a) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (“FHWA”), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
- b) **Non-discrimination:** The contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- c) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this Contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d) **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- e) **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the nondiscrimination provisions of this Contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i) withholding payments to the contractor under the Contract until the contractor complies; and/or
 - ii) cancelling, terminating, or suspending the Contract, in whole or in part.
- f) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs 1.a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the State to enter into any litigation to protect the interests of the State. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

2) **USDOT Order 1050.2A, Appendix E - Pertinent Nondiscrimination Authorities** *[Applies to all personal services contracts]*

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities, including but not limited to:

Pertinent Nondiscrimination Authorities:

- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- g) The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- i) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency ("LEP"). To ensure compliance with Title VI, contractor must take reasonable steps to ensure that LEP persons have meaningful access to programs (70 Fed. Reg. at 74087 to 74100); and
- l) Title IX of the Education Amendments of 1972, as amended, which prohibits contractor from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

3) Discrimination, Harassment, and Workplace Violence Reporting

[Applies to all personal services contracts]

The State prohibits any form of workplace discrimination, harassment and retaliation. The State also has a zero tolerance policy with respect to workplace violence. If any of Contractor's agents, employees, assigns or Subcontractors believes they have been harassed, discriminated against, retaliated against or subjected to workplace violence by the State while working on or as part of this Contract, Contractor shall immediately notify the State's principle representative listed on the Cover Page of this Contract.

4) Assurances under the Disadvantaged Business Enterprise Program. 49 C.F.R. § 26.13(a)

[Applies only if the Contract is funded with FHWA or FTA funds]

The Contractor, sub recipient or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the State deems appropriate, which may include, but is not limited to:

- a) Withholding monthly progress payments;
- b) Assessing sanctions;
- c) Liquidated damages; and/or

d) Disqualifying the Contractor from future bidding as non-responsible.

5) Prompt Payment by Contractors to Subcontractors. 49 C.F.R. § 26.29(a)
[Applies only if the Contract is funded with FHWA or FTA funds]

The Contractor shall pay Subcontractors and suppliers for all Work which has been satisfactorily completed within thirty calendar days after receiving payment for that Work from the State. For the purpose of this section only, Work shall be considered satisfactorily complete when the State has made payment for the Work. The Contractor shall include in all subcontracts a provision that this requirement for prompt payment to Subcontractors and suppliers must be included in all subcontracts at every tier. The Contractor shall ensure that all Subcontractors and suppliers at every tier are promptly paid. If the Contractor or its Subcontractors fail to comply with this provision, the State will not authorize further progress payment for Work performed directly by the Contractor or the noncompliant Subcontractor until the required payments have been made. The State will continue to authorize progress payments for Work performed by compliant Subcontractors.

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Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Danny Nunn

SUBJECT: AN ORDINANCE AMENDING SECTION 14-4-76 OF THE PUEBLO MUNICIPAL CODE RELATING TO SALES TAX EXEMPTION WITH RESPECT TO OCCASIONAL SALES BY STATE QUALIFYING CHARITABLE ORGANIZATIONS AND INCREASING THE ANNUAL QUALIFYING AMOUNT FOR OCCASIONAL SALES TO MAKE CONSISTENT WITH STATE STATUTE

SUMMARY:

The proposed ordinance makes uniform the provisions of the City's Sales and Use Tax Code with the laws of the State of Colorado with respect to exemptions for sales by State qualifying charitable organizations.

PREVIOUS COUNCIL ACTION:

Ordinance No. 9172 (September 25, 2017) made the City sales tax exemption uniform with the State of Colorado with respect to occasional sales by charitable organization. The calendar year threshold for such exemption at such time was \$25,000.00.

BACKGROUND:

The current calendar year threshold for City's sales tax exemption with respect to occasional sales by charitable organizations is \$25,000.00. The State of Colorado has increased its exemption amount for such sales to \$45,000.00. The proposed ordinance makes the City's exemption uniform with the State of Colorado, and instead of incorporating a dollar amount, the exemption incorporates the threshold amount by reference to statute.

FINANCIAL IMPLICATIONS:

Although this will allow qualifying charitable organizations to exempt a higher dollar value in sales, the impact to the City is minimal. The decrease in sales tax revenue to the City will be offset by a decrease in the resources expensed to maintain compliance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could choose not to enact the Ordinance, and the present system would continue without change.

RECOMMENDATION:

Pass and approve the proposed Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 14-4-76 OF THE PUEBLO MUNICIPAL CODE RELATING TO SALES TAX EXEMPTION WITH RESPECT TO OCCASIONAL SALES BY STATE QUALIFYING CHARITABLE ORGANIZATIONS AND INCREASING THE ANNUAL QUALIFYING AMOUNT FOR OCCASIONAL SALES TO MAKE CONSISTENT WITH STATE STATUTE

WHEREAS, the granting of the sales and use tax exemptions set forth in this Ordinance makes uniform the provisions of the City's Sales and Use Tax Code with the laws of the State of Colorado for such exemptions and in accordance with the authority granted to City Council pursuant to Section 4 of Ordinance No. 3160, passed and approved by a vote of the people on November 6, 1967; NOW, THEREFORE,

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

Subsection 14-4-76(22) of the Pueblo Municipal Code, is amended by to read as follows:

Sec. 14-4-76. Items Exempt.

The following classes of tangible personal property are exempt from taxation under this Chapter:

. . .

(22) Effective January 1, 2018, occasional sales by an organization which is certified by and meets the requirements of the State of Colorado as a charitable organization pursuant to Section 39-26-102(2.5), C.R.S. For the purpose of this exemption, "occasional sales" means retail sales of tangible personal property, including concessions, for fund-raising purposes if:

- a. The sale of tangible personal property or concessions by such charitable organization takes place no more than twelve (12) days, whether consecutive or not, during any one (1) calendar year;
- b. The funds raised by such charitable organization through these sales are retained by the organization to be used in the course of the organization's charitable service; and
- c. The funds raised by such charitable organization through these sales do not exceed [twenty-five thousand dollars (\$25,000.00)] **the amount set forth under § 39-26-718(1)(b)(I)(A), C.R.S., as amended,** during any one (1) calendar year.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective on January 1, 2025.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on October 15, 2024.

Final adoption of Ordinance by City Council on October 28, 2024.

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: October 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Danny Nunn

SUBJECT: AN ORDINANCE AMENDING SECTION 14-4-76 OF THE PUEBLO MUNICIPAL CODE RELATING TO ESSENTIAL AND NONESSENTIAL ARTICLES FURNISHED IN CONNECTION WITH THE SALE OF TAXABLE FOOD AND MAKING SAME CONSISTENT WITH THE LAWS OF THE STATE OF COLORADO

SUMMARY:

The proposed ordinance makes uniform the provisions of the City's Sales and Use Tax Code with the laws of the State of Colorado with respect sales of essential and nonessential articles furnished in connection with the sale of taxable food.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The proposed Ordinance will make the City's sales tax uniform with the State of Colorado's sales tax as it relates to taxing essential and nonessential articles furnished in connection with the sale of taxable food. Specifically, nonessential articles shall be subject to sales tax, but essential articles shall be exempt. An article is nonessential if it is primarily used for the convenience of the consumer and is not necessary to transfer the food to the consumer.

Examples of nonessential articles include, but are not limited to, non-reusable:

Utensils, skewers, napkins and towelettes, bibs, serving trays, platters, and dome lid covers to plates or platters, placemats, tray liners, and tablecloths, sacks, grocery bags, bags and bag ties for bulk grocery produce or bread, carryout containers for leftover food sold for immediate consumption, straws, toothpicks, stirring sticks, cup sleeves, portion dividers, single-use baking dishes, condiments, including ketchup, mustard, relish, and spices that are not incorporated into a prepared meal at the time it

is transferred to the consumer but are provided separately, such as at a convenience counter.

Examples of essential articles include, but are not limited to, non-reusable:

Plates, cups, or bowls (and lids for such items) on, or in which, unwrapped or unpackaged hot or prepared food and beverages are served to the consumer; Cups used in vending machines dispensing beverages; Disposable containers or packaging material on, or in which, food is transferred to the consumer, including pizza delivery box, baskets, boxes, sleeves for French fries, buckets, clamshells or other containers if the retailer cannot transfer the food to the consumer without such article or container. However, carryout containers used to by a consumer to carry leftover meals from the restaurant are not essential.

FINANCIAL IMPLICATIONS:

The true financial impact is unknown as these items have not been subject to sales tax but will result in an increase to the sales tax revenue collected by the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could choose not to enact the Ordinance, and the City's sales tax would not be uniform with the State of Colorado's sales tax as it relates to taxing essential and nonessential articles furnished in connection with the sale of taxable food.

RECOMMENDATION:

Pass and approve the proposed Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 14-4-76 OF THE PUEBLO MUNICIPAL CODE RELATING TO ESSENTIAL AND NONESSENTIAL ARTICLES FURNISHED IN CONNECTION WITH THE SALE OF TAXABLE FOOD AND MAKING SAME CONSISTENT WITH THE LAWS OF THE STATE OF COLORADO

WHEREAS, pursuant to Section 39-26-707(1)(d), C.R.S., the State of Colorado has exempted from state sales tax essential articles furnished in connection with the sale of taxable food but excepted nonessential articles; and

WHEREAS, this Ordinance makes uniform the provisions of the City's Sales and Use Tax Code with such law of the State of Colorado and in accordance with the authority granted to City Council pursuant to Section 4 of Ordinance No. 3160, passed and approved by a vote of the people on November 6, 1967; NOW, THEREFORE,

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

Section 14-4-76 of the Pueblo Municipal Code, is amended by the addition of a new subsection (25) to read as follows:

Sec. 14-4-76. Items Exempt.

The following classes of tangible personal property are exempt from taxation under this Chapter:

. . .

(25) Any sale of any article to a retailer or vendor of food, meals, or beverages, which article is to be furnished to a consumer or user for use with articles of tangible personal property purchased at retail, if a separate charge is not made for the article to the consumer or user, if such article becomes the property of the consumer or user, together with the food, meals, or beverages purchased, and if a tax is paid on the retail sale as required by Section 14-4-76(1) or (5), except that any such article that is nonessential to the consumer or user, as determined by rules of the Colorado Department of Revenue promulgated in accordance with article 4 of title 24, C.R.S., and approved by the Director of Finance, shall be subject to taxation under this Chapter.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective on January 1, 2025.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on October 15, 2024.

Final adoption of Ordinance by City Council on October 28, 2024.

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: October 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Lisa Macchietto, Assistant City Attorney

SUBJECT: AN ORDINANCE ELECTING TO CERTIFY ABATEMENT ASSESSMENT ROLL NO. 2024-1 TO THE COUNTY TREASURER AND TO HAVE THE COUNTY TREASURER COLLECT IN THE SAME MANNER AS OTHER TAXES

SUMMARY:

Attached is an Ordinance by which City Council is electing to certify to the County Treasurer certain abatement liens that have remained unpaid for more than six months. All abatement liens certified to the County Treasurer will be collected in the same manner as other taxes.

PREVIOUS COUNCIL ACTION:

On September 14, 2015, City Council approved Ordinance No. 8917, which provides for the assessment of abatement costs. Since that time, Council has routinely every August by resolution directed the appointment of a hearing officer and set a hearing date. In addition, Council every year approves the final abatement assessment roll via ordinance. On July 22, 2019, Council approved Ordinance No. 9502 which amended the notice of hearing and protest deadlines by expanding each by five days to create more time between the protest filing deadline and hearing date. On August 12, 2024, City Council approved Resolution No. 15717 which set the hearing on protests for September 13, 2024, at 9:00 A.M. and directed the Mayor to appoint a hearings officer.

BACKGROUND:

On or about July 2015, City Council became aware that the City had over \$600,000 in unpaid weed and trash abatement liens. In the past, the City did not generally recover the amount owed for a weed or trash lien unless and until the property affected was sold or transferred. The majority of the outstanding liens are for relatively small amounts and therefore, it is not cost effective to collect the amounts owed through civil litigation or foreclosure.

All of the outstanding liens resulted from costs actually incurred and paid by the City to remove weeds and trash from the properties subject to the liens. All of the liens that the City seeks to certify to the County Treasurer by this Ordinance have been outstanding for more than six months. Most of the liens have been pending since late 2022 and throughout 2023.

Pursuant to Colorado Revised Statute §31-20-105, any municipality, in addition to the means provided by law, if by ordinance it so elects, may cause any or all delinquent charges, assessments, or taxes made or levied to be certified to the treasurer of the county and be collected and paid over by the treasurer of the county in the same manner as taxes are authorized to be collected. Certifying the weed and trash abatement lien assessments to the County Treasurer is a more efficient method to collect the amounts owed.

FINANCIAL IMPLICATIONS:

The cost of the weed and trash abatement has already been incurred by the City. Certification of the abatement lien assessments to the County Treasurer is anticipated to increase the amount collected by the City for the liens.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Council may choose to deny the Ordinance in which case the City will continue to collect the liens by other means.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Hearing Officer's Ruling on Protests dated September 22, 2024
2. Report of Abatement Lien assessments dated October 3, 2024

ORDINANCE NO.

AN ORDINANCE ELECTING TO CERTIFY ABATEMENT ASSESSMENT ROLL NO. 2024-1 TO THE COUNTY TREASURER AND TO HAVE THE COUNTY TREASURER COLLECT IN THE SAME MANNER AS OTHER TAXES

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

SECTION 1.

The City Council of Pueblo, a municipal corporation, pursuant to the provisions of Section 31-20-105 of the Colorado Revised Statutes and Chapter 8 of Title VII of the Pueblo Municipal Code, hereby acknowledges receipt of the Report of Abatement Lien Assessments dated October 3, 2024, attached hereto.

SECTION 2.

A hearing was scheduled at 9:00 A.M. on September 13, 2024, in the City Council Chambers at which time any protests or objections to the lien assessments were heard. Any person interested in or affected by a proposed charge and who filed a written protest with the City Clerk on or before 5:00 P.M. on September 6, 2024, had the ability to present testimony and evidence at the hearing.

SECTION 3.

The City Clerk's Office received nine (9) protests before the September 6, 2024, at 5:00 P.M. deadline. Six of the nine protestors appeared for the protest hearing on September 13, 2024 at 9:00 A.M. The hearing officer filed a written report regarding the hearing on September 22, 2024, and the same is attached hereto.

SECTION 4.

The Code Compliance Unit Supervisor is directed to thereafter prepare an Assessment Roll, showing in suitable columns for each piece of land assessed: the property Parcel number, assessed owner, complete mailing address and/or post office box number of the assessed owner, complete and accurate legal description, and the amount to be collected, and deliver the same to the Director of Finance. The Director of Finance is directed to thereafter certify and deliver the Assessment Roll, together with a copy of this Ordinance certified by the City Clerk under seal of Pueblo, a Municipal Corporation, to the County Treasurer, therein showing all payments made thereon, with the date of each payment, together with her warrant for the collection of same. The County Treasurer is requested to receive the same, and such Assessment Roll shall be numbered as follows:

ASSESSMENT ROLL NO. 2024-1

SECTION 5.

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

for sales of real estate in default of payment of taxes.

SECTION 6.

Any person may pay the City for any assessment hereby certified on the Report of Abatement Lien Assessments dated October 3, 2024, with accrued interest and applicable filing fees, up to the date the Report is certified to the County Treasurer. The Report of Abatement Lien Assessments dated October 3, 2024, may be certified to the County Treasurer any time after October 21, 2024. Any such payments shall be made at the City of Pueblo Finance Department. All monies received for the payment of assessments shall be deposited into the General Fund.

SECTION 7.

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

SECTION 8.

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 October 15, 2024.

Final adoption of Ordinance by City Council on October 28, 2024.

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

5 Rutgers, Pueblo, CO, 81005

This case comes before the Hearing Officer on a protest filed on September 4, 2024 by Gray Bryan POA for Darrell Bryan. Mr. Bryan failed to appear at the hearing. Protest was based upon incapacity and prior cleanup of property.

Having failed to appear, no evidence was submitted to support this protest.

Therefore, based upon the protestant's failure to appear, the Hearing Officer affirms the lien as recorded.

714 Arlen Ave., Pueblo, CO 81005

This case comes before the Hearing Officer on a protest filed on or about September 6, 2024 by Daniel Howell. Mr. Howell appeared at the hearing. Protest of the trash and weed liens was based upon unreasonable amount of the lien.

The City presented exhibits A-J which were admitted into evidence without objection.

Karen Willson, Code Enforcement Manager, James Jean, Code Enforcement Officer and Danny Nunn, Interim Director of Finance testified.

Mr. Howell testified that the work was done in the winter and therefore it couldn't have been that bad since weeds don't really grow during that time. He also testified that he had difficulty with his eyesight and couldn't really read what the notices said. He did, however, admit that after looking at the city's exhibits, he hadn't realized how much work was done on his property.

After hearing the testimony of all witnesses and reviewing exhibits the following facts were found:

- Pursuant to Sec. 7-3-2, 7-3-1, 7-3-5 and 7-3-16 of the Pueblo Code of Ordinances, a Notice of Abatement and Order to Correct was posted on the property on or about August 1, 2023 directing the owner to remove litter from the premises by August 11, 2023. Notice was also mailed by certified mail on that date, and a Summons and Complaint were mailed by certified mail on August 3, 2023.
- The Premises were inspected and photographs taken on November 7, 2023, December 13, 2023 and January 11, 2024.
- On or about February 5, 2024 Weed and Litter Clean-up request was submitted to the Mayor.

- The Premises were re-inspected, cleaned, and photographs taken on February 21 and 22, 2024.
- The cost for the litter removal performed by the City was \$191.10, pursuant to Section 7-4-4 \$100.00 was added for incidental costs and administrative expenses for a total lien of \$291.10.
- The cost for the weed removal performed by the City was \$285.28, pursuant to Section 7-4-4 \$100.00 was added for incidental costs and administrative expenses for a total lien of \$385.28.
- Upon review of the photographs taken before and after clean up, the costs are found to be reasonable and the administrative expenses are as provided by the Ordinance.
- On February 27, 2024 an invoice requesting payment was sent to Daniel Howell who was still the record owner.
- Upon Mr. Howell's failure to pay, liens upon the property were recorded with the Pueblo County Clerk and Recorder on April 8, 2024 at reception numbers 2339158 and 2339159.
- Pursuant to Section 7-4-4 the liens constitute perpetual liens and accrue interest at the rate of 10% per annum.
- The Hearing Officer finds that inability to read or difficulty reading is not a defense to the failure to comply with the City Code of Ordinances.

The Hearing Officer therefore affirms the lien.

719 E. 3rd, Pueblo, CO 81001

This case comes before the Hearing Officer on two protests. The first dated August 28, 2024 and filed on September 5, 2023 by Darrell Goodwin for Buffalo Nickel, LLC, the prior owner. Mr. Goodwin appeared. Protest was based upon sale of the property under the agreement that the purchaser, Manuel Ontiveros would be responsible for the lien.

The second protest dated and filed September 5, 2024 was filed by Manuel Ontiveros. Mr. Ontiveros appeared. Protest was based on prior payment of said lien in June of 2024.

During the recess before the hearing, the City, Mr. Goodwin and Mr. Ontiveros represent that an agreement has been reached as to payment and both protests were withdrawn.

The Hearing Officer therefore affirms the lien.

1213 E. 7th, Pueblo, CO 81001

This case comes before the Hearing Officer on a protest filed on September 5, 2024 by Casie and Carlos CdeBaca. Casie and Carlos CdeBaca failed to appear at the hearing. Protest of the trash lien was based upon the fact that they purchased the property after the lien was recorded.

Pursuant to Section 7-4-4 of the Ordinances, the lien constitutes a perpetual lien on the land and therefore attaches to the property and not the owner of the property.

Based upon the parties' failure to appear and no valid defense being allege, the Hearing Officer affirms the lien.

1921 E. 7th, Pueblo, CO 81001

This case comes before the Hearing Officer on a protest filed on September 6, 2024 by Randy Cordova. Mr. Cordova appeared at the hearing. Protest of the trash and weed liens was based upon his payment of fines in a court proceedings. It was explained to Mr. Cordova that the payment of fines in a criminal proceeding is separate and distinct from paying to clean-up the damages to the property pursuant to this proceeding.

Thereafter, Mr. Cordova testified that the City did a great job of cleaning up his property and declined to proceed with his protest.

The Hearing Officer affirms the lien.

2101 N. Elizabeth, Pueblo, CO 81003

This case comes before the Hearing Officer on a protest filed on September 3 2024 by Ricardo Oaxaca Carrillo. Mr. Carillo appeared via Zoom at the hearing. Protest of the trash and weed liens was based upon the fact that he purchased the property after the lien was recorded.

The City presented exhibits A-J which were admitted into evidence with no objection. Karen Willson, Code Enforcement Manager, and Danny Nunn, Interim Director of Finance testified for the City. Mr. Carillo testified on his own behalf.

After hearing the testimony of the witnesses and reviewing the exhibits the following facts were found:

- Pursuant to Sec. 7-3-2, 7-3-1, 7-3-5 and 7-3-16 of the Pueblo Code of Ordinances, an Abatement

Order was posted on the property on June 14, 2023 directing the owner to remove weeds and litter from the premises by June 24, 2023. Notice was also mailed by certified mail on June 15, 2023, to the addresses: Occupant at 2201 N. Elizabeth St., Pueblo, CO 81003 and to the then owners, Theora Stroup and Diane Easley at 23132 Yvette Lane, Valencia, CA 91355. A receipt for delivery was signed by "Occupant" but the mail to Stroup/Easley was returned to sender unable to forward.

- The Premises were inspected and photographs taken on June 14, 2023.
- On or about June 11, 2023 Litter Clean-up request was submitted.
- The Premises were re-inspected, and photographs taken on July 10, 2023.
- The Premises were re-inspected, cleaned and photographs taken on August 3, 2023.
- Mr. Carillo visited the property on August 8, 2023 after the property was cleaned up by the city.
- The cost for the trash removal performed by the City was \$106.90 plus \$100.00 for equipment depreciation and mailing and pursuant to Section 7-4-4, \$100.00 was added for administrative and incidental expenses for a total lien of \$306.90.
- The cost for the weed abatement performed by the City was \$315.00 plus \$100.00 for equipment depreciation and mailing and pursuant to Section 7-4-4, 25% (\$103.75) was added for administrative and incidental expenses for a total lien of \$518.75.
- Upon review of the photographs taken before and after clean up, the costs are found to be reasonable and the administrative expenses are as provided by the Ordinance.
- On August 15, 2023 an invoice requesting payment was sent to Theora Stroup and Diane Easley who were still the record owners at that time.
- Upon Ms. Stroup and Ms. Easley's failure to pay, liens upon the property was recorded with the Pueblo County Clerk and Recorder on September 15, 2023 at reception numbers 2323839 and 2323840.
- Pursuant to Section 7-4-4 the liens constitute perpetual liens and accrue interest at the rate of 10% per annum.
- Mr. Carillo purchased the property on September 8, 2023 after the property was cleaned up by the city and nothing was disclosed to him at the sale.
- Exhibit C shows that the Seller's had notice of the remediation and invoice prior to the sale.

-In this case abatement proceeded quickly notice having been given on June 15, 2023 and the abatement completed August 3, 2023. The invoice was sent out on August 15, 2023 giving the owners thirty days to pay and promptly on September 15, 2023 the liens were recorded.

The City sent out proper notices and followed the proper procedures. Based upon the photographs and testimony admitted into evidence by the City, the costs were reasonable and the administrative fees and interest are as provided by Section 7-4-4 of the Ordinances.

The Hearing Officer therefore affirms the lien.

2213 W. 16th St., Pueblo, CO 81003

This case comes before the Hearing Officer on a protest filed on September 6 2024 by Felix Carlos Mestas. Mr. Mestas appeared at the hearing. Mr. Mestas did not protest the trash lien but protest of the weed lien was based upon his cutting the weeds in October and it not being possible for weeds to grow fast enough over the winter to be a violation.

The City presented exhibits A-J which were admitted into evidence with no objection. Karen Willson, Code Enforcement Manager, and Danny Nunn, Interim Director of Finance testified for the City. Mr. Mestas testified on his own behalf.

After hearing the testimony of the witnesses and reviewing the exhibits the following facts were found:

- Pursuant to Sec. 7-3-2, 7-3-1, 7-3-5 and 7-3-16 of the Pueblo Code of Ordinances, an Abatement Order was posted on the property on December 4, 2023 directing the owner to remove weeds and litter from the premises by December 15, 2023. Notice was also mailed by certified mail on December 6, 2023, to the addresses: Occupant at 2213 W.16th St., Pueblo, CO 81003 and to the then owners, Felix Mestas at 64 Ironweed Dr., Pueblo, CO 81001. A receipt for delivery to 64 Ironweed was signed for on December 8, 2023 but the signature was illegible. The mail to occupant was returned "vacant" unable to forward.
- The Premises were inspected and photographs taken on December 4, 2023. The photographs show violations for both weeds and trash.
- On or about December 18, 2023 Litter and weed Clean-up request was submitted.
- The Premises were re-inspected, and photographs taken on December 18, 2023.

-The Premises were re-inspected, cleaned and photographs taken on January 24, 2024 and January 29, 2024.

- The cost for the trash removal performed by the City was \$95.91 plus \$100.00 for equipment depreciation and mailing and pursuant to Section 7-4-4, \$100.00 was added for administrative and incidental expenses for a total lien of \$295.91.

- The cost for the weed abatement performed by the City was \$90.00 plus \$100.00 for equipment depreciation and mailing and pursuant to Section 7-4-4, \$100.00 was added for administrative and incidental expenses for a total lien of \$290.00.

- Upon review of the photographs taken before and after clean up, the costs are found to be reasonable and the administrative expenses are as provided by the Ordinance.

- On February 9, 2024 an invoice requesting payment was sent to Mr. Mestas.

- Upon Mr. Mestas' failure to pay, liens upon the property was recorded with the Pueblo County Clerk and Recorder on April 4, 2024 at reception numbers 2338887 and 2338888.

- Pursuant to Section 7-4-4 the liens constitute perpetual liens and accrue interest at the rate of 10% per annum.

-Mr. Mestas testified that the signature on the return receipt was not his nor any other member of his household.

-Section 7-4-3 requires that notice be given by posting OR mailing, therefore whether or not notice by mailing was properly given or not, notice by posting was completed and proper.

The City sent out proper notices and followed the proper procedures. Based upon the photographs and testimony admitted into evidence by the City, the costs were reasonable and the administrative fees and interest are as provided by Section 7-4-4 of the Ordinances.

The Hearing Officer therefore affirms the lien.

Vacant Lot, parcel 5361055016

This case comes before the Hearing Officer on a protest filed September 5, 2024 by Manuel Ontiveros. Mr. Ontiveros appeared. Protest was based on prior payment of said lien in January of 2024.

During the recess before the hearing, the City and Mr. Ontiveros represent that an agreement has been reached and the protest was withdrawn.

The Hearing Officer therefore affirms the lien.

1539 E. 12th St., Pueblo, CO 81001

This case comes before the Hearing Officer on a disputed protest filed by Thomas Wornick who appeared at the hearing. Mr. Wornick sent an e-mail to the City on August 28, 2024 protesting the Lien, based on police and government corruption and malfeasance. A protest form dated August 28, 2024 was not delivered or mailed to the City, as required, before the September 6, 2024 deadline.

Because of the circumstances set forth in the protest, the Hearing officers accepts the August 28, 2024 e-mail as a timely filed protest with the written form received today as an amendment to the protest. The City requested a continuance of the hearing so that they could prepare their case. The hearing officer granted the continuance and the hearing was re-scheduled for September 17, 2024 at 9:00 a.m.

On September 17, 2024 this case came before the Hearing Officer on the protest filed by Thomas Wornick as set forth above. Mr. Wornick appeared at that time. The City argued that the protest was not properly filed because it must be mailed or hand delivered. Mr. Wornick testified that he mailed the protest but he had no evidence.

Nevertheless, the City stated that they had looked into his dispute and had determined that because of Mr. Wornick's unique circumstances he had been unable to comply with the Notice of Abatement. The City dismissed the case.

The Hearing Officer dismisses the case and orders that the liens be released.

DONE this 22nd day of September 2024

Linda McMillan

Linda McMillan, Hearing Officer

CERTIFICATE OF SERVICE

I hereby certify that on the _____ day of September 2024, a true and correct copy of the foregoing document, was placed in the United States mail, sufficient postage pre-paid and addressed to:

Darrell Bryan
5 Rutgers
Pueblo, CO 81005

Randy Cordova
1921 E. 7th Street
Pueblo, CO 81001

Daniel Howell
714 Arlen Ave
Pueblo, CO 81005

Casie CdeBaca
Carlos CdeBaca
1213 E. 7th Street
Pueblo, CO 81001

Manuel Ontiveros
5310 Red Creek Springs Rd.
Pueblo, CO 81005

Buffalo Nickel, LLC
1042 Broadway St., Ste. 314C
Boulder, CO 80302

Lisa Macchiato
Assistant City Attorney
City of Pueblo
#1 City Hall Place, 3rd Floor
Pueblo, CO 81003

Ricardo Oaxaca Carrillo
2101 N. Elizabeth
Pueblo, CO 81003

Felix Mestas
64 Ironweed Dr.
Pueblo, CO 81001

Thomas Wornick
1539 E. 12th St.
Pueblo, CO 81001

Report of Abatement Lien assessments dated October 3, 2024

Parcel #	Name and Mailing Address	Location	Legal Description	Amount
400000172	Bhuvi Belmont Place, LLC 44330 Mercure Circle Suite 1005 Dulles, Virginia 20166-2086	Vacant Lot	ALL OF W2 W2 LYING S OF HWY IN 21-20-64 EXC THEREFROM PARS CONVEYED IN BK 1905 PG 816 INSTRUMENT NO 555705; IN BK 1905 PG 823, ALL IN PUEBLO COUNTY COLORADO FORMERLY #04-000-00-161	\$499.44
418116005	R Wyatt, LLC 5 Yarrow Court Pueblo, Colorado 81001	5 Yarrow Court Pueblo, Colorado 81001	LOT 5 BLK 2 COLLEGE PARK SUB 1ST	\$786.00
420207028	Christopher B. Aunan 807 Weber Ridge Point Colorado Springs, Colorado 80903-7000	42 Dundee Lane Pueblo, Colorado 81001	S 31.69 FT LOT 25, MEASURED ALONG THE STREET LINE OF DUNDEE LN + 29.98 FT MEASURED ALONG THE REAR LINE + THE NLY 46.11 FT OF LOT 26, MEASURED ALONG SAID STREET LINE + 34.68 FT MEASURED ALONG THE REAR LINE ALL IN BLK 125 BELMONT 15TH AMENDED	\$721.52
420217013	Shannon April Pena & Angela Shelly Barry 1831 Bonforte Boulevard Pueblo, Colorado 81001	1831 Bonforte Boulevard Pueblo, Colorado 81001	N 25 FT OF LOT 18 ALL 19 BLK 129 BELMONT 15TH AMEND	\$1,238.68
428405038	Gina Romero 2705 Bockman Avenue Pueblo, Colorado 81004	2813 E. 12th Street Pueblo, Colorado 81001	E 39 FT OF THE W 74 FT OF THE N 89 FT OF LOT 9 ALSO THE E 4 FT OF THE N 89 FT OF LOT 3 + THE W 35 FT OF THE N 89 FT LOT 9 BLK 3 ATWATER SUB. FORMERLY 04-284-05-036 + 037	\$1,111.08
429125014	Della M. Manchego 2009 E. 15th Street Pueblo, Colorado 81001	2009 E. 15th Street Pueblo, Colorado 81001	LOTS 27 + 28 BLK 136 EAST PUEBLO HEIGHTS SUB 2ND	\$2,026.54
429219012	CAP Development, LLC 1590 Roslynn Street Denver, Colorado 80220-1935	1805 N. Portland Avenue Pueblo, Colorado 81001	ALL OF LOTS 37, 38, 39 & 40 EXC THE S 1/2 THEREOF IN BLK 102 EAST PUEBLO HEIGHTS SUB 2ND A/K/A PARCEL B	\$1,323.99
429240003	Justine Valdez 4571 Perry Street Denver, Colorado 80212-2549	1550 Pike Avenue Pueblo, Colorado 81001	LOT 9 BLK 7 HARRY O SCHMIDT SUB	\$809.72
429244004	R. Anthony and Edith M. Sanchez 1730 E. 15th Street Pueblo, Colorado 81001	1730 E. 15th Street Pueblo, Colorado 81001	LOTS 13 + 14 BLK 143 EAST PUEBLO HEIGHTS SUB 2ND	\$1,070.74

429248007	Richard Bachicha 1407 E. 14th Street Pueblo, Colorado 81001	1407 E. 14th Street Pueblo, Colorado 81001	LOT 7 BLK 10 HARRY O SCHMIDT SUB	\$1,147.36
429329004	Ibo Ruiz 1710 E. 9th Street Pueblo, Colorado 81001	1710 E. 9th Street Pueblo, Colorado 81001	LOTS 5 + 6 BLK 203 EAST PUEBLO HEIGHTS ADD	\$654.48
429430003	Aileen E. Lucero 427 Acero Avenue Pueblo, Colorado 81004	2026 E. 9th Street Pueblo, Colorado 81001	LOT 15 + W 15 FT OF 16 BLK 206 ARLINGTON HEIGHTS	\$782.64
429436012	Valerie J. Matthews 1919 E. 7th Street Pueblo, Colorado 81001	1919 E. 7th Street Pueblo, Colorado 81001	LOTS 34 + 35 BLK 215 EAST PUEBLO HEIGHTS SUB 2ND	\$760.04
429437018	Freda and Fred Galves & Cynthia Pacheco 1829 E. 7th Street Pueblo, Colorado 81001	1829 E. 7th Street Pueblo, Colorado 81001	LOTS 35 + 36 BLK 214 EAST PUEBLO HEIGHTS SUB 2ND	\$1,557.00
430430020	Michael Valdez 65 Altadena Drive Pueblo, Colorado 81005	Vacant Lot	N 60 FT OF THE E 1/3 OF LOT 11 + N 60 FT OF LOTS 12, 13, + 14 BLK 98 FARRIS + GARLTEY SUB FORMERLY 04-304-30-001	\$838.42
430439002	Justien Lafebre 715 N. Glendale Avenue Pueblo, Colorado 81001	715 N. Glendale Avenue Pueblo, Colorado 81001	LOT 2 BLK 1 PUEBLO BUILDING + IMPROVEMENT COMPANYS ADD	\$674.72
430439010	Jessica Aguilar PO Box 9554 Pueblo, Colorado 81008	713 E. 7th Street Pueblo, Colorado 81001	LOT 11 BLK 1 PUEBLO BUILDING + IMPROVEMENT COMPANYS ADD	\$861.90
430439012	Mark Coca PO Box 553 Aguilar, Colorado 81020-0553	709 E. 7th Street Pueblo, Colorado 81001	LOT 13 + 14 BLK 1 PUEBLO BUILDING + IMPROVEMENT COMPANYS ADD	\$718.22
431107009	Timothy Cordova, Jr. 2017 Carmela Road Pueblo, Colorado 81006	721 - 723 E. 5th Street Pueblo, Colorado 81001	LOT 14 BLK 28 EAST PUEBLO	\$1,214.74
431119013	Brandon Segura Meza 721 E. 3rd Street Pueblo, Colorado 81001	721 E. 3rd Street Pueblo, Colorado 81001	LOT 15 BLK 26 EAST PUEBLO	\$1,139.46
431127007	Soap Box Derby c/o Mary Scarcello PO Box 8876 Pueblo, Colorado 81008	Vacant Lot	LOTS 19-28 BLK 3 MATTICES ADD	\$748.36
431131002	Pablita Romero 718 E. 2nd Street Pueblo, Colorado 81001	718 E. 2nd Street Pueblo, Colorado 81001	W 12 FT OF LOT 3 + E 20 FT OF 4 BLK 7 MATTICES ADD	\$928.20

431139013	Alfred and Desiree Gonzales 1019 E. River Street Pueblo, Colorado 81001	1019 E. River Street Pueblo, Colorado 81001	LOTS 23 TO 24 INC BLK 15 MATTICES ADD FORMERLY #04-311-39-008	\$564.68
431142002	Anthony J. Carlino 714 E. 1st Street Pueblo, Colorado 81001	714 E. 1st Street Pueblo, Colorado 81001	LOTS 5-6-7 BLK 18 MATTICES ADD	\$2,217.64
431144021	826 E River Street, LLC 826 E. River Street Pueblo, Colorado 81001	826 E. River Street Pueblo, Colorado 81001	LOTS 1 - 3 + E 4 FT OF LOT 4 BLK 20 MATTICE ADD FORMERLY 04-311-44-001 + 014	\$788.94
431211001	Luis Quintanilla Pena 520 W. 8th Street Pueblo, Colorado 81003	626 E. 6th Street Pueblo, Colorado 81001	N 82 FT LOT 1 BLK 24 EAST PUEBLO	\$795.94
431218005	Thomas V. and Carol J. Martinez c/o Dora Martinez 9 Yarrow Court Pueblo, Colorado 81001	227 E. 3rd Street Pueblo, Colorado 81003	ALL THAT POR LOT 14 BLK 12 PUEBLO BEG AT A PT ON N LINE 3RD ST 5 FT E OF SW COR OF SD LOT THE E ALG SD N LINE OF SD ST 33 FT TH N // W/E LINE OF SD LOT 60 FT TH W AT R ANGLES W/LAST MENTIONED COURSE 10 FT THE N // WITH E LINE OF SD LOT TO ALY AT REAR OF LOT TH W ALG SD ALLEY TO NW COR OF SD LOT TH S ALG W LINE OF SD LOT TO PT 50 FT N OF N LINE OF SD ST TH E AT RT ANGLES WITH LAST MENTIONED COURSE 5 FT TH S TO PT OF BEG. ALSO BEG AT AT PT 28 FT E OF NW COR OF LOT 14 BLK 12 OF PUEBLO TH S // WITH W LINE OF SD LOT TO PT 60 FT N OF N LINE OF 3RD ST TH E // WITH N LINE OF 3RD ST 4 FT TH N // WITH SD W LINE OF SD LOT TO S LINE OF SD ALY TH W ALG S LINE SD ALLEY 4 FT TO PT OF BEG.	\$747.48
432119012	Allison LLC 5085 Dover Street Arvada, Colorado 80002-4333	1805 E. 2nd Street Pueblo, Colorado 81001	LOTS 24 + 25 BLK 264 EAST PUEBLO HEIGHTS SUB 2ND	\$892.14
432119013	Frank Jose Romero, Jr. 1803 E. 2nd Street Pueblo, Colorado 81001	1811 E. 2nd Street Pueblo, Colorado 81001	LOT 26 + W 1/2 OF 27 BLK 264 EAST PUEBLO HEIGHTS SUB 2ND	\$960.56
432238008	William A. Tejada and Ana E. McDonald 317 E. River Street Pueblo, Colorado 81003	1501 E. Beech Street Pueblo, Colorado 81001	LOTS 21-22-23-24 BLK 301 EAST PUEBLO HEIGHTS SUB	\$976.83

432239012	Vivian C. Lucero 1605 Beech Street Pueblo, Colorado 81005	1605 Beech Street Pueblo, Colorado 81005	LOTS 25 + 26 BLK 302 EAST PUEBLO HEIGHTS SUB	\$1,707.00
514427006	American Dreamland Development of Colorado, LLC 7046 Forest Ridge Circle Castle Pines, Colorado 80108-3618	3561-3567 Baltimore Avenue Pueblo, Colorado	LOT 6 BLK 1 BALTIMORE PLAZA SUB	\$707.38
523246010	Anthony and Antonia M. Goggans 126 High Meadows Terrace Florence, Colorado 81226-9462	2703 Freedom Avenue Pueblo, Colorado 81003	LOT 10 BLK 2 LIBERTY GARDENS SUB FORMERLY 05-232-00-001	\$662.22
524437004	Joseph Downs 2125 West Street Pueblo, Colorado 81003	2125 West Street Pueblo, Colorado 81003	LOTS 31 + 32 BLK 16 DUNDEE PL	\$700.10
524443005	Frank Solorio 2121 N. Main Street Pueblo, Colorado 81003	2121 N. Main Street Pueblo, Colorado 81003	LOT 27 + S 1/2 LOT 28 BLK 19 BARNDOLLAR + LOWTHER	\$1,130.86
525304004	Travis Alexander Funk 1007 W. 14th Street Pueblo, Colorado 81003	1007 W. 14th Street Pueblo, Colorado 81003	LOT 16 BLK 13 BLAKES ADD	\$1,015.22
525304008	Tura J. Cowan 1031 W. 14th Street Pueblo, Colorado 81003	1031 W. 14th Street Pueblo, Colorado 81003	LOT 12 BLK 13 BLAKES ADD	\$871.90
526120014	Tara G. Dudley 3852 Vineyard Circle Colorado Springs, Colorado 80922-6125	1617 W. 16th Street Pueblo, Colorado 81003	LOT 31 + W 1/2 OF 32 BLK 20 IRVING PL ADD	\$749.64
526122014	Larry J. and Rosemary Nagelschneider 1903 E. 5th Street Pueblo, Colorado 81001	1503 Hood Avenue Pueblo, Colorado 81003	LOTS 38-39-40 BLK 22 IRVING PL ADD	\$2,444.38
526247021	Aurora Chavez 2014 W. 16th Street Pueblo, Colorado 81003	2014 W. 16th Street Pueblo, Colorado 81003	LOTS 7 - 10 BLK 11 ADEE CHAMBERLIN + WILEYS SUB 2ND FORMERLY 05-262-47-005 + 017	\$1,819.22
526250006	Jose A. and Luisa Bolanos 2700 Troy Avenue, Apt. ES25 Pueblo, Colorado 81001	Vacant Lot	LOTS 10 + 11 BLK 14 ADEE CHAMBERLIN + WILEYS 2ND	\$674.62
526322019	Yazmin Ibarllucea & John Peebles McDonald 20740 Nashville Street Chatsworth, California 91311-1522	Vacant Lot	LOTS 11 TO 16 BLK 18 ADEE CHAMBERLIN + WILEYS 1ST FORMERLY #05-263-22-017	\$794.82

527109016	Felix Carlos Mestas 64 Ironweed Drive Pueblo, Colorado 81001	2213 W. 16th Street Pueblo, Colorado 81003	LOTS 29 + 30 BLK 9 HYDE PARK	\$658.60
527118006	Gilbert D. Tafoya 2432 W. 14th Street Pueblo, Colorado 81003	2432 W. 14th Street Pueblo, Colorado 81003	LOTS 3-4-5-6 BLK 18 HYDE PARK	\$1,081.92
527119013	Tanya S. Ward 233 E. Arvada Street, Apt. 210 Colorado Springs, Colorado 80905-7460	2401 W. 12th Street Pueblo, Colorado 81003	LOTS 17 + 18 BLK 19 HYDE PARK	\$1,312.90
534427011	Brad L. Hensley 225 Midnight Avenue Pueblo, Colorado 81005	Vacant Lot	LOTS 23 + 24 BLK 2 WOODLAND ALSO VAC DUPPS ADJ #1648917 LESS THAT POR DEDICATED TO NUCKOLLS AVE #1648918 FORMERLY #05-344-27-009	\$770.32
534429015	JJ Phillips and Sons PO Box 1123 Pueblo, Colorado 81002	Vacant Lot	LOT 4 EXC ELY 10 FT BLK 2 CULIG SUB	\$806.16
535113005	Jacob A. Drummond 26 Carlile Place Pueblo, Colorado 81004	26 Carlile Place Pueblo, Colorado 81004	LOT 8 BLK E MOORE + CARLILE RESUB	\$336.06
535307004	Richard L. Vigil and Donnie Ann Pritchard 330 Gaylord Avenue Pueblo, Colorado 81004	330 Gaylord Avenue Pueblo, Colorado 81004	LOTS 8-9-10 BLK 2 ARVONIA	\$904.80
535401006	Kayden P. Wheeler 620 Lincoln Street Pueblo, Colorado 81004	620 Lincoln Street Pueblo, Colorado 81004	LOTS 10 + 11 BLK 61 COLORADO COAL + IRON COMPANYS ADDITION NO 3	\$875.30
535406013	Michael Byrd 411 Polk Street Pueblo, Colorado 81004	411 Polk Street Pueblo, Colorado 81004	LOTS 25 TO 27 BLK 73 COLORADO COAL + IRON COMPANYS ADDITION NO 1	\$861.48
535407012	Michele L. Bobyn 421 Tyler Street Pueblo, Colorado 81004	421 Tyler Street Pueblo, Colorado 81004	LOTS 22 + 23 BLK 63 COLORADO COAL + IRON COMPANYS ADDITION NO 3	\$979.00
536105016	Manuel Ontiveros and Irma Nanez Martinez 5320 Red Creek Springs Road Pueblo, Colorado 81005	Vacant Lot	S 32.3 FT OF N 63.6 FT OF LOTS 1 + 2 BLK 9 STATE ADD	\$374.98
1406211003	Beau and Zach Burnett 605 Moffat Avenue Pueblo, Colorado 81003	605 Moffat Avenue Pueblo, Colorado 81003	LOT 23 BLK 22 STANTON + SNYDER	\$357.40

1501211009	Felicity Ann Short 318 Quincy Street Pueblo, Colorado 81004	318 Quincy Street Pueblo, Colorado 81004	LOTS 10 + 11 BLK 114 SOUTH PUEBLO	\$1,176.42
1501217012	Matthew James Riley 2746 S. Otis Street Denver, Colorado 80227-3526	329 Washington Street Pueblo, Colorado 81004	LOTS 19 + 20 BLK 174 COLORADO COAL + IRON COMPANYS ADDITION NO 1	\$836.20
1501305006	Louis C. Baca 416 Jefferson Street Pueblo, Colorado 81004	416 Jefferson Street Pueblo, Colorado 81004	LOTS 8 TO 10 INC BLK 173 COLORADO COAL + IRON COMPANYS ADDITION NO 1	\$929.16
1501320026	Ana Victoria Boccadoro 2801 E 120th Avenue, Unit 206 Thornton, Colorado 80233-1499	1203 E. Orman Avenue Pueblo, Colorado 81004	LOT 45 BLK 11 COLLEGE HILL SUB 2ND	\$372.60
1501410004	Della Martinez 1008 Elm Street Pueblo, Colorado 81004	1008 Elm Street Pueblo, Colorado 81004	S 33 FT 4 IN OF LOT 3 BLK 1 BESSEMER	\$727.40
1501414019	Francisco J. Ruiz 1131 E. Abriendo Avenue Pueblo, Colorado 81004	1131 E. Abriendo Avenue Pueblo, Colorado 81004	LOT 31 BLK 39 CITY HALL PL	\$378.22
1502106006	Jose Alberto Mota Ramirez and Claudia Iveth Fonseca Ortiz 1717 Rice Avenue Pueblo, Colorado 81004	1707 Rice Avenue Pueblo, Colorado 81004	LOTS 12 + 13 BLK 6 MESA SUB	\$784.80
1502108007	Saadia S. Creighton Howard 736 Beulah Avenue Pueblo, Colorado 81004	736 Beulah Avenue Pueblo, Colorado 81004	LOTS 12 + 13 BLK 8 MESA SUB	\$755.50
1502408028	Lawrence M. Montoya 927 Bragdon Avenue Pueblo, Colorado 81004	927 Bragdon Avenue Pueblo, Colorado 81004	N2 LOT 30, ALL LOTS 31 - 33 + S2 LOT 34 BLK 5 MELROSE PL FORMERLY 15-024-08-025 + 016	\$868.22
1502431021	David V. and Nancy M. Salama 1207 Berkley Avenue Pueblo, Colorado 81004	1207 Berkley Avenue Pueblo, Colorado 81004	LOTS 43 + 44 BLK 15 LAKEWOOD SUB	\$2,864.60
1503110020	Elijah Tate 737 Arlen Avenue Pueblo, Colorado 81005	737 Arlen Avenue Pueblo, Colorado 81005	LOT 20 BLK 5 CORKISH-SACKMAN SUB	\$920.00
1503312015	Darrell G. Bryan 5 Rutgers Avenue Pueblo, Colorado 81005	5 Rutgers Avenue Pueblo, Colorado 81005	LOT 29 BLK 28 SUNSET PK 22ND	\$1,233.35

1504101018	Eugen Allen 628 Avocado Street Pueblo, Colorado 81005	628 Avocado Street Pueblo, Colorado 81005	S 53 FT OF N 1/2 LOT 5 BLK 1 W D B LAND CO SUB NO 1	\$749.90
1504106027	Ronald Delong 2764 S. Little Burnt Mill Road Pueblo, Colorado 81004	544 Cherry Lane Pueblo, Colorado 81005	N 77 FT OF S 147 FT LOT 4 BLK 1 PARKVIEW SUB	\$1,763.78
1504115013	Sue D. Ure 720 Santa Barbara Avenue Pueblo, Colorado 81005	719 Santa Barbara Avenue Pueblo, Colorado 81005	LOTS 17 + 18 BLK 4 SUNNY HEIGHTS SUB 1ST FORMERLY #15-041-15-011	\$1,084.74
1504411004	Bryant Gutierrez 7 Briarwood Circle Pueblo, Colorado 81005	7 Briarwood Circle Pueblo, Colorado 81005	ALL LOT 4 EXC E 45 FT + ALL LOT 5 BLK 1 REGENCY PARK 1ST	\$679.66
1510302020	Joseph D. and Venessa Sue Johnson 1922 Hollywood Drive Pueblo, Colorado 81005	1922 Hollywood Drive Pueblo, Colorado 81005	LOT 20 BLK 19 HIGHLAND PARK 5TH	\$860.54
1510304023	Carmenia C. Cisneros 1917 Lynwood Lane Pueblo, Colorado 81005	1917 Lynwood Lane Pueblo, Colorado 81005	LOT 23 BLK 19 HIGHLAND PARK 9TH	\$849.04
1510415012	Paul G. Gonzales 6600 Jaguar Drive Apt. 6-708 Santa Fe, New Mexico 87507-1682	2145 Hellbeck Drive Pueblo, Colorado 81005	LOT 12 HELLBECK ACRES	\$872.20
1511126002	Jason Reuben Hanson 1616 Sprague Avenue Pueblo, Colorado 81004	1616 Sprague Avenue Pueblo, Colorado 81004	W 1/2 OF LOTS 12 TO 14 BLK 1 PROSPECT PL	\$764.86
1511304015	Shade C. Baca 1942 Acero Avenue Pueblo, Colorado 81004	1942 Acero Avenue Pueblo, Colorado 81004	S 11 FT OF LOT 41 ALL 42 + N 14 FT OF LOT 43 BLK 4 ENGLEWOOD SUB	\$1,067.36
1512101005	William C. and Juan Martinez 1114 School Street Pueblo, Colorado 81006	416-416 1/2 W. Northern Ave. Pueblo, Colorado 81004	E 18 FT LOT 2 BLK F STEELWORKS AMENDED	\$732.34
1512108001	William Martinez 1310 E. Routt Avenue Pueblo, Colorado 81004	1310 E. Routt Avenue Pueblo, Colorado 81004	LOT 1 BLK 3 STEELWORKS AMENDED	\$1,908.58
1512202020	Alan and Sherill Woolsey & Samantha Schauer 1329 Cypress Street Pueblo, Colorado 81004	1329 Cypress Street Pueblo, Colorado 81004	N 1/2 LOT 34 ALL 35 BLK 2 LAKE AVE ADD	\$566.08

1512207014	Kela Project 4, LLC 1223 Lake Plaza Drive, Suite A Colorado Springs, Colorado 80906-3580	1425 Cypress Street Pueblo, Colorado 81004	LOT 34 BLK 7 LAKE AVE ADD	\$713.80
1512210005	Rebecca Diane LaFoe PO Box 2203 Livermore, California 94551-2203	1532 Stone Avenue Pueblo, Colorado 81004	LOTS 14-15-16 BLK 10 LAKE AVE ADD	\$1,178.92
1512214003	Norman Dover Unknown Address	1608 Wabash Avenue Pueblo, Colorado 81004	S 1/2 LOT 4 ALL 5 BLK 14 LAKE AVE ADD	\$658.42
1512317009	Frank Vigil 1602 Punjab Place Pueblo, Colorado 81006	2136 E. Orman Avenue Pueblo, Colorado 81004	LOTS 18-19 + N 1/2 OF 20 BLK 33 LAKE MINNEQUA ADD	\$955.18
1512406006	Elizabeth A. Herrera and Frances G. Herrera Tafoya 1824 E. Routt Avenue Pueblo, Colorado 81004	1824 E. Routt Avenue Pueblo, Colorado 81004	LOT 13 + N 12 1/2 FT OF LOT 14 BLK 12 LAKE MINNEQUA ADD FORMERLY #16124-06-006	\$650.80
1513205001	Joey G. Montano 2202 E. Routt Avenue Pueblo, Colorado 81004	2202 E. Routt Avenue Pueblo, Colorado 81004	LOTS 1 + 2 BLK 5 MINNEQUA HEIGHTS	\$1,551.50
1513214009	Cheryl Ramirez PO Box 70990 Riverside, California 92513-0990	711 Joliet Avenue Pueblo, Colorado 81004	LOTS 15 + 16 BLK 14 MINNEQUA HEIGHTS	\$1,996.84
1513226009	Vivian E. Hall and Sara Bolden 2623 Pine Street Pueblo, Colorado 81004	2623 Pine Street Pueblo, Colorado 81004	LOTS 20-21-22 BLK 26 MINNEQUA HEIGHTS	\$1,484.04
1514106024	Nancy C. Von Salome c/o David Leroy Gomez 2501 California Street Pueblo, Colorado 81004	Vacant Lot	LOTS 1-2-3 BLK 23 EAST LAKE	\$1,055.02
1515107029	Daniel Torres 3529 White Pine Court Pueblo, Colorado 81005	3529 White Pine Court Pueblo, Colorado 81005	LOT 29 BLK 8 BRIARWOOD SUB 4TH	\$669.20
1515210033	Dominic J. Pillitteri, Jr. 9170 E. Arbor Circle, Apt. H Englewood, Colorado 80111-5275	2102 Driftwood Lane Pueblo, Colorado 81005	LOT 34 BLK 17 LYNN GARDENS 5TH	\$947.64
1515249136	Colorado Housing and Finance Authority 1 Corporate Drive, Suite 360 Lake Zurich, Illinois 60047-8945	2610 Hollywood Drive Pueblo, Colorado 81005	NLY 71.58 FT OF LOT 17 BLK 25 LYNN GARDENS 9TH	\$846.20
1522204004	Cynthia Y. Duran and Lillian B. Romero 11108 Chennault Beach Road Apt. 2727 Mukilteo, Washington 98275-4954	3811 Bison Lane Pueblo, Colorado 81005	LOT 16 BLK 1 HERITAGE VILLAGE #2, A SPECIAL AREA PLAN FORMERLY 15-222-00-005 + -008	\$426.72



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT AMENDING EMPLOYMENT AGREEMENT DATED OCTOBER 9, 2018 BETWEEN KEY STRUCTURES, LLC, A COLORADO LIMITED LIABILITY COMPANY AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, ACCEPTING AN IRREVOCABLE LETTER OF CREDIT FROM FIRSTBANK ON BEHALF OF KEY STRUCTURES, LLC IN THE AMOUNT OF \$1,225,414.71, AND APPROVING A SUBORDINATION AGREEMENT BY AND BETWEEN KEY STRUCTURES, LLC, A COLORADO LIMITED LIABILITY COMPANY, ABODA PUEBLO, LLC, A COLORADO LIMITED LIABILITY COMPANY, THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO HOUSING AND FINANCE AUTHORITY (CHFA)

SUMMARY:

Attached is an Ordinance approving an Agreement Amending Employment Agreement between the City of Pueblo and Key Structures, LLC, accepting a Letter of Credit in the amount of \$1,225,414.71, and approving a Subordination Agreement by and between Key Structures, LLC, Aboda Pueblo, LLC, the City of Pueblo, and the Colorado Housing and Finance Authority.

PREVIOUS COUNCIL ACTION:

On October 9, 2018, by Resolution No. 14059, the City Council approved the Employment Agreement between the City of Pueblo, a Colorado Municipal Corporation and Key Structures, LLC relating to a job creating capital improvement project.

BACKGROUND:

On October 9, 2018, City Council approved an Employment Agreement with Key Structures, LLC. Pursuant to the Employment Agreement, Key Structures, LLC committed to (1) invest approximately \$7,000,000 in fixed assets in a manufacturing facility located within the City's Airport Industrial Park and (2) employ not less than 125

full-time employees until October 2028. The Employment Agreement is secured with a Deed of Trust against Lots 54 and 55 of the Pueblo Memorial Airport Industrial Park Subdivision, commonly known as 319 Lockheed Street, Pueblo, Colorado 81001 (the "Property"). Key Structures is compliant with the Employment Agreement.

Key Structures desires to transfer its manufacturing business in Pueblo and the Property to Aboda Pueblo, LLC. Aboda Pueblo, LLC has secured a loan from the Colorado Housing and Finance Authority ("CHFA") to purchase the business and Property. CHFA will secure the loan with the Property and requires the subordination of the City's Deed of Trust to fund the loan. Key Structures, LLC has offered a Letter of Credit in return for the City's subordination of its Deed of Trust.

The Agreement Amending Employment Agreement adds Aboda Pueblo, LLC as a party to the Employment Agreement making it jointly and severally liable for any default of the Employment Agreement. The City will retain its Deed of Trust on the Property albeit in junior position to CHFA's Deed of Trust. The City will have, in addition to the Deed of Trust, the Letter of Credit to secure the Employment Agreement. Should Key Structures, LLC or Aboda Pueblo, LLC default on the Employment Agreement, the City can draw against the Letter of Credit for all amounts due and owing.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, CHFA will not fund Aboda Pueblo, LLC's purchase of the business and Property.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Employment Agreement dated October 9, 2018
2. Agreement Amending Employment Agreement
3. Subordination Agreement
4. Irrevocable Letter of Credit

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT AMENDING EMPLOYMENT AGREEMENT DATED OCTOBER 9, 2018 BETWEEN KEY STRUCTURES, LLC, A COLORADO LIMITED LIABILITY COMPANY AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, ACCEPTING AN IRREVOCABLE LETTER OF CREDIT FROM FIRSTBANK ON BEHALF OF KEY STRUCTURES, LLC IN THE AMOUNT OF \$1,225,414.71, AND APPROVING A SUBORDINATION AGREEMENT BY AND BETWEEN KEY STRUCTURES, LLC, A COLORADO LIMITED LIABILITY COMPANY, ABODA PUEBLO, LLC, A COLORADO LIMITED LIABILITY COMPANY, THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO HOUSING AND FINANCE AUTHORITY (CHFA)

WHEREAS, the City of Pueblo, a Colorado Municipal Corporation entered into an Employment Agreement with Key Structures, LLC, a Colorado limited liability company on October 9, 2018; and

WHEREAS, the City desires to amend the Employment Agreement; NOW, THEREFORE,

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

SECTION 1.

The Agreement Amending Employment Agreement, by and among Aboda Pueblo LLC, a Colorado limited liability company, Biltwise Structures, LLC, a Delaware limited liability company, Aboda Design, Inc., a Delaware corporation, Pueblo Modular, LLC, a Colorado limited liability company, Key Structures, LLC, a Colorado limited liability company, and the City of Pueblo, Colorado, a Colorado Municipal Corporation, 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 is authorized to execute and deliver the Agreement Amending Employment Agreement and Subordination Agreement in the name of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on October 15, 2024.

Final adoption of Ordinance by City Council on October 28, 2024.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

AGREEMENT

THIS AGREEMENT is entered into this 9th day of October, 2018 by and between the City of Pueblo, a Colorado municipal corporation (the "City") and Key Structures, LLC, a Colorado limited liability company (the "Company"). The Company and the City are referred to collectively in this Agreement as the "Parties" and individually, without differentiation, each as a "Party."

WHEREAS, the Company has expressed a willingness to establish a manufacturing facility and business administration offices for the Company's factory-produced, pre-engineered building units business at the City's Airport Industrial Park, and in furtherance thereof has, through the Pueblo Economic Development Corporation ("PEDCO"), made application for funds from the City; and

WHEREAS, PEDCO has recommended to the City Council that City approve such application, and

WHEREAS, the City Council, based on PEDCO's recommendation, has approved such application and will make funds available to Company subject to and upon the terms and conditions of this Agreement; and

WHEREAS, Company's business plan, as it pertains to Pueblo County, is centered on the manufacture of factory-produced, pre-engineered building units for distribution outside of Pueblo County ("Company's Business"), and

WHEREAS, the City has determined that Company's Business will create primary jobs and will not materially and substantially compete with any existing activity or business within the City; and

WHEREAS, in connection with its application, the Company has committed to: (i) invest approximately Seven Million Dollars (\$7,000,000) in fixed assets in a manufacturing facility located within the City's Airport Industrial Park; and (ii) provide the employment described in Section 4 of this Agreement.

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

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

"Employment Commitment Date" means October 1, 2021.



"Facility" means the approximately 63,500 square foot manufacturing building and business administration offices located at the Pueblo Memorial Airport Industrial Park, having a street address of 319 Lockheed Street, Pueblo, Colorado, 81001, wherein Company will conduct its business operations.

"Full-Time Employee" means a person who actually performs work at the Facility for not less than thirty-five (35) hours per week at an average annual salary of not less than \$39,532.00 per year plus benefits, employed by the Company or new employees hired as a result of recruiting.

"Per Employee Payment" means an amount equal to (a) the Total Funds Advanced *divided by* 125 (i.e. the Full Time Employees subject to the Employment Commitment), *divided by* (b) 28 (i.e. the number of Quarters in the Repayment Period).

"Property" consisting of approximately 3.8 acres, means Lots 54 and 55, Pueblo Memorial Airport Industrial Park Subdivision, Pueblo County, State of Colorado, according to the recorded plat thereof filed in the records of the Pueblo County Clerk and Recorder, also known by street and number as: 319 Lockheed Street, Pueblo, CO 81001.

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

"Quarterly Employees" means the sum of the aggregate number of Full -Time Employees on each business day of a Quarter, divided by the number of business days in such Quarter.

"Repayment Reduction" means for each Quarter an amount equal to the Total Funds Advanced *divided by* 28 (i.e. the number of Quarters in the Repayment Period). For example, if the Total Funds Advanced equals \$2,100,000.00, the Repayment Reduction would be $\$2,100,000.00 \div 28 = \$75,000.00$.

2. If Company is not in default under this Agreement, City will advance to or for the benefit of Company (each such advance, a "Funds Advance" and all such cumulative advances the "Total Funds Advanced") funds in the amount of Two Million, One Hundred Thousand Dollars (\$2,100,000.00) (the "City Funds") as follows:

- City agrees to advance Company funds in an amount not to exceed Two Million Dollars (\$2,000,000.00) for capital improvements (e.g. acquisition of the Property; Facility improvement costs; equipment costs; rail access and improvement costs; etc.) by not later than Closing as defined in this Section 2 below.
- Promptly upon receipt of Company's payment of \$100,000.00 to Pueblo Community College ("PCC") for the purpose of providing pre-employment



training of Company's prospective employees, City agrees to reimburse Company for that amount. Company agrees to give persons successfully completing the training program at PCC priority for hiring. The maximum amount for training for each employee shall not exceed \$800.00.

The aforesaid transfer of City Funds is subject to and contingent upon the following conditions and covenants which Company agrees to perform and comply with:

- Company shall file in the office of the City Clerk copies of the following:
(i) Company's certificate or other evidence of authority to transact business in the State of Colorado issued by the Colorado Secretary of State, and (ii) certified copies of the resolutions of the governing board of Company approving this Agreement and authorizing its officers to execute and deliver said document in the name of Company, and (iii) this Agreement, executed by authorized officers of Company.
- The date of the last to occur of the filings required under (i), (ii) and (iii) of this Section shall be referred to herein as "Closing." If Closing does not occur on or before January 1, 2019, or such later date as Company and City shall mutually agree, City, at its sole option, may terminate this Agreement and City and Company shall thereafter be released and discharged from all obligations hereunder.

3. Company acknowledges and agrees that the primary purpose of City in entering into this Agreement and the sole benefit to the City for making City Funds available to Company hereunder is the creation of jobs. Therefore, Company represents, covenants, and agrees that it will after the date of this Agreement continuously conduct its business operations and employ Full -Time Employees at the Facility as follows: (i) during the period from the date of this Agreement to the Employment Commitment Date October 1, 2021, Company shall use its commercially reasonable efforts in good faith to employ as many Full -Time Employees as reasonably justified by its business operations, and (ii) on and after the Employment Commitment Date, Company shall employ not less than one hundred twenty-five (125) Full -Time Employees at the Facility (the "Employment Commitment") for a term seven (7) years starting on the Employment Commitment Date and ending eighty-four (84) months thereafter.

4. Notwithstanding anything contained in this Agreement to the contrary, if Company shall for any reason default in its Employment Commitment set forth in Section 3, Company shall repay to City a pro-rata share of the City Funds advanced by City under Section 2 hereof based upon the number of Full -Time Employees employed by Company at the Facility (the "Repayment Obligation"), as follows:

(a) During the seven (7) year period starting on the Employment Commitment Date and ending eighty-four (84) months thereafter (the "Repayment Period"), Company shall



pay to City an amount each Quarter equal to the Quarterly Employees less than one hundred twenty-five (125) Full -Time Employees employed at the Facility by Company multiplied by the Per Employee Payment (the "Company's Quarterly Payments"). For example, if for the second Quarter of the third year after the Employment Commitment Date the Total Funds Advanced equals \$2,100,000.00 and such Quarterly Employees is 111, the amount payable by Company to City on or before the fifteenth (15th) day of the next calendar month would be $(125 - 111) \times \$600.00 = \$8,400.00$.

(b) Company's Quarterly Payments, if any, shall be paid to the City without notice, demand, deduction or setoff on or before the fifteenth (15th) day of the month after the end of each Quarter during the Repayment Period and for one month thereafter at the office of the Director of Finance of City, 1 City Hall Place, Pueblo, Colorado, 81003, or such other person or location as the City may designate. All past due Company's Quarterly Payments shall bear interest at the rate of eight (8) percent per annum ("Default Rate") until paid.

(c) Within fifteen (15) days after the end of each Quarter after the Employment Commitment Date and for one calendar month after the Repayment Period, Company will submit to City's Director of Finance Company's statements showing the Quarterly Employees and their aggregate salaries for the preceding Quarter and the basis upon which Quarterly Employees and Company's Quarterly Payment, if any, were computed, certified by an officer of the Company to be true and correct. For purposes of verifying such employment, City shall have access to Company's records relating to Company's employees employed at the Facility. Except in the event of any action filed by City to enforce this Agreement, City shall treat such information as confidential and shall not disclose (except pursuant to a subpoena or court order) such information to any party other than those City employees who have a need to know such information.

(d) Subject to the provisions of Section 6, if Company defaults in the performance of its Repayment Obligation and such default is not cured within sixty (60) days after written notice specifying the default is given by City to Company, then in such event, City may declare the entire balance of Company's Repayment Obligation due and owing together with interest thereon from the date of default at the Default Rate, and for such purpose, the entire balance of Company's Repayment Obligation shall be the amount calculated pursuant to Section 4(e). Company's Repayment Obligation is absolute and unconditional and shall not be abated, reduced, diminished, modified, withheld or otherwise offset for any cause or reason whatsoever.

(e) Except as otherwise provided in Sections 7 and 13 hereof, City's damages for breach of Company's Employment Commitment or Repayment Obligation shall not exceed Total Funds Advanced plus interest, provided, however, that the Total Funds Advanced shall be reduced by the Repayment Reduction for each Quarter Company meets its Repayment Obligation during the Repayment Period by either (i) employing one hundred twenty-five (125) Quarterly Employees at the Facility, or (ii) paying Company's Quarterly Payments as provided in Section 4(a) above for such Quarter.



5. (a) All City Funds advanced to Company by City under this Agreement shall be deemed to be a debt of Company payable to City until Company performs and discharges its obligations hereunder including its Repayment Obligation contained in Section 4. The Company's performance under this Agreement including its Repayment Obligation contained in Section 4 shall be secured by a Deed of Trust encumbering the Facility and Property. Company covenants with and warrants to the City that the Deed of Trust shall constitute a first priority lien or encumbrance and that there are and will be no senior liens or encumbrances against the Facility and Property. As agreed to in this Employment Agreement, during the seven (7) year period starting on the Employment Commitment Date (as defined in this Employment Agreement) and ending eighty-four (84) months thereafter (the "Repayment Period") the principal balance of the Deed of Trust will be decreased on a quarterly basis consistent with the Company's compliance with its Employment Commitment as set forth in Section 3 of this Employment Agreement. A copy of the approved Deed of Trust is attached as an exhibit to this Agreement.

(b) Company shall obtain, at Company's sole cost and expense, from a title company selected by Company authorized to issue title insurance in the state of Colorado (the "Title Company"), on the current standard form of extended ALTA Lenders Policy (collectively, the "Title Commitment"). The Title Company shall promptly provide copies of any amendments or modifications of the Title Commitment to City. At the Closing of Company's purchase of the Property ("Closing") or as soon as reasonably practicable after Closing, the Title Company shall issue and deliver to City the lender's title insurance policy referred to above (the "Title Policy"), in the amount of Two Million One Hundred Thousand Dollars (\$2,100,000.00) issued by the Title Company insuring Company's title to the Property and City's first-priority encumbrance on the Property, consistent with the Title Commitment, providing "gap" coverage, deleting the standard exceptions, and subject only to taxes and assessments for the year of Closing and subsequent years. At Closing, Company shall pay the premium for the Title Policy. Company shall provide such affidavits or certificates as may be required by the Title Company to remove all liens, including, without limitation, mechanics' or materialmen's liens, as exceptions to the Title Policy.

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



(b) City Council may or may not, in its sole and absolute discretion, relieve Company, in whole or in part, from Company's Repayment Obligation. Any action taken by the City Council relating to a request for relief shall be final and binding on Company, and not subject to judicial review. Any such action by City Council is, and shall constitute, a legislative measure. Nothing contained in this Section 6 shall grant or be construed to grant to Company any right or claim to relief from its Repayment Obligation or a hearing with respect thereto.

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

7. In the event of any litigation arising under this Agreement, the court shall award to, and the prevailing party shall recover its costs together with all internal and out-of-pocket expenses of any kind relating to the litigation including, but not limited to, reasonable attorney fees. Venue for any such litigation shall be Pueblo County, Colorado. All such litigation shall be filed in the District Court, County of Pueblo, State of Colorado and each party hereby submits to the personal and subject matter jurisdiction of such District Court. To the full extent allowed by law, each party waives its right to a jury trial.

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

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

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

(a) if to City, City Manager or Mayor, as applicable, City of Pueblo, 1 City Hall Place, 2nd Floor, Pueblo, Colorado, 81003, with copy to City Attorney, 1 City Hall Place, 3rd Floor, Pueblo, Colorado, 81003, or

(b) if to the Company, Attn: Chief Executive Officer, c/o The Challenger Group, Inc., 8605 Explorer Drive, Suite 250, Colorado Springs, CO 80927.



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

11. Time is of the essence hereof. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, provided Company may not assign this Agreement or any interest herein without the express written consent of the City which will not be unreasonably withheld or delayed. Any assignment or attempted assignment of this Agreement by Company without such consent shall be null and void. No assignment of this Agreement or any interest herein by Company shall release or discharge Company from any of its obligations under this Agreement unless otherwise agreed by City at the time consent to assignment is given.

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

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

14. In no event shall City, its officers, agents or employees be liable to Company for damages, including without limitation, compensatory, punitive, indirect, special or consequential damages, resulting from or arising out of or related to this Agreement 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, Company 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 Company's Repayment Obligation under Section 4 hereof with respect to the amount of City Funds actually advanced or paid by City to or for the benefit of Company pursuant to Section 2 hereof.

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

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

A handwritten signature in dark ink, appearing to be a stylized 'B' or similar character, located at the bottom right of the page.

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

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

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

Executed at Pueblo, Colorado, this 9th day of October, 2018.

[S E A L]

City of Pueblo, Colorado
a Colorado Municipal Corporation

Attest: Brenda Amigo
Acting City Clerk

By [Signature]
President of the City Council

Key Structures, LLC
a Colorado Limited Liability Company

By [Signature]
Brian Bahr
Manager

STATE OF COLORADO)
) ss.
COUNTY OF El Paso)

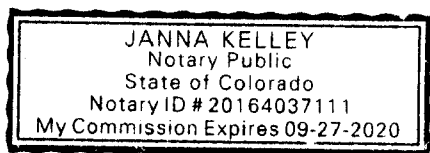
The foregoing instrument was acknowledged before me this 9 day of October, 2018 by Brian Bahr as Manager of Key Structures, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 9-27-2020.

[SEAL]

Janna Kelley
Notary Public



Recording Requested by: STATEMENT OF AUTHORITY
FNTG-NCS Colorado (SECTIONS 38-30-108.5 and 38-30-172, C.R.S.)

N0618577

1. This Statement of Authority relates to an entity named:
McCallin Real Estate LLC
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 current mailing address for the entity is:

6301 Clermont Street, Commerce City, CO 80022
5. The name and position of each person authorized to execute instruments conveying, encumbering and otherwise affecting title to real property on behalf of the entity is:

Brian E. McCallin, Manager
6. The authority of the foregoing persons to bind the entity is not limited
7. Other matters concerning the manner in which the entity deals with interests in real property: N/A
8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of Sections 38-30-108.5 and 38-30-172, C.R.S.
9. This Statement of Authority amends and supersedes in all respects any prior Statement of Authority executed on behalf of the Entity.

Executed on November 12, 2018

McCallin Real Estate LLC, a Colorado limited liability company

By: Brian E. McCallin
Brian E. McCallin, Manager

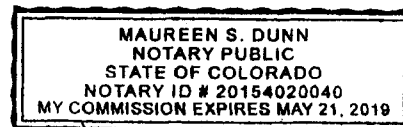
STATE OF Colorado)

COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 12 day of November, 2018 by Brian E. McCallin, Manager of McCallin Real Estate LLC, a Colorado limited liability company.

Witness my hand and official seal.

Maureen S. Dunn
Notary Public
My Commission Expires:



Recording Requested by:
PITG-NCS Colorado
N0618577

STATEMENT OF AUTHORITY
(SECTIONS 38-30-108.5 and 38-30-172, C.R.S.)

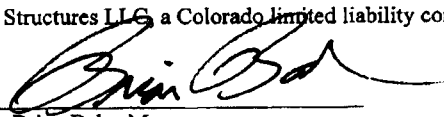
1. This Statement of Authority relates to an entity named:
Key Structures LLC
2. The type of entity is a limited liability company
3. The entity is formed under the laws of the State of Colorado
4. The current mailing address for the entity is:

8605 Explorer Drive, Suite 250, Colorado Springs, CO 80920
5. The name and position of each person authorized to execute instruments conveying, encumbering and otherwise affecting title to real property on behalf of the entity is:

Brian Bahr, Manager
6. The authority of the foregoing persons to bind the entity is not limited
7. Other matters concerning the manner in which the entity deals with interests in real property: N/A
8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of Sections 38-30-108.5 and 38-30-172, C.R.S.
9. This Statement of Authority amends and supersedes in all respects any prior Statement of Authority executed on behalf of the Entity.

Executed on November 12th, 2018

Key Structures LLC, a Colorado limited liability company

By: 

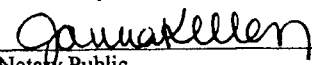
Brian Bahr, Manager

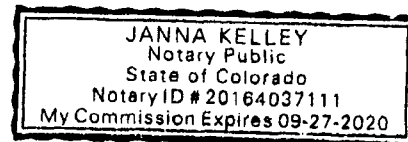
STATE OF Colorado)

COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 12 day of November, 2018 by Brian Bahr, Manager of Key Structures LLC, a Colorado limited liability company.

Witness my hand and official seal.


Notary Public
My Commission Expires: 9-27-2020



Official Records of Pueblo County Clerk & Recorder 2122949
11/15/2018 10:08:12 AM Page 1 of 4
Warranty Deed R: \$28.00 D: \$240.00 Gilbert Ortiz

After Recording Return to
Key Structures LLC
Brian Bahr
8605 Explorer Drive, Suite 250
Colorado Springs, CO 80920

SPECIAL WARRANTY DEED

This Deed, made November 13, 2018

Between **McCallin Real Estate LLC**, a Colorado limited liability company, of the County of Denver, State of Colorado, grantor(s) and **Key Structures LLC**, a Colorado limited liability company, whose legal address is 8605 Explorer Drive, Suite 250, Colorado Springs, CO 80920, grantee(s)

WITNESSETH, That the grantor(s), for and in the consideration of the sum of TWO MILLION FOUR HUNDRED THOUSAND DOLLARS AND NO/100'S (\$2,400,000.00) the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee(s), his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Pueblo, State of COLORADO described as follows:

Lots 54 and 55, Pueblo Memorial Airport Industrial Park Subdivision, now known as Parcel A, Lot Line Vacation No. 2005-030 recorded February 22, 2006 at Reception No. 1662769, County of Pueblo, State of Colorado.

also known by street and number as **319 Lockheed Street, Pueblo, CO**

TOGETHER with all and singular hereditaments and appurtenances, thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances and except taxes and assessments for the year 2018 and subsequent years, and subject to those items shown on Exhibit "A" attached hereto and by this reference incorporated herein.

TO HAVE AND TO HOLD said premises above bargained and described, with the appurtenances, unto the grantee, their heirs and assigns forever. The grantor(s), for themselves, their heirs and personal representatives or successors, does covenant and agree that they shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee(s), their heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

D.F. \$240.00

Recording Requested by:
FNTG-NCS Colorado

ND018577

IN WITNESS WHEREOF, the grantor has executed this on the date set forth above.

SELLER:

McCallin Real Estate LLC, a
Colorado limited liability company

BY: [Signature]
Brian E. McCallin, Manager

STATE OF COLORADO
COUNTY OF Denver

) ss:

The foregoing instrument was acknowledged before me November 12, 2018 by Brian E. McCallin, Manager of McCallin Real Estate LLC, a Colorado limited liability company. Witness my hand and official seal.

Notary ID# 20154020040
Exp. 5-21-19

[Signature]
Notary Public Maureen S. Dunn
My Commission expires:

EXHIBIT "B"

1. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 90-z-5 as set forth below:

Recording Date: April 19, 1990
Recording No.: Book 2494 Page 903

2. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Subdivision Exemption No. 89-5:

Recording Date: April 19, 1990
Recording No.: Reception No. 917628

3. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Pueblo Memorial Airport Industrial Park Subdivision:

Recording Date: October 11, 1995
Recording No.: Reception No. 1096136

Pueblo Memorial Airport Industrial Park Subdivision Ratification of Plat:
Recording Date: October 11, 1995
Recording No.: Book 2836 Page 686

4. Terms, conditions, provisions, agreements and obligations contained in the Agreement for Revocable Permit for Use of Public Right of Way as set forth below:

Recording Date: October 11, 1995
Recording No.: Book 2836 Page 700

5. Terms, conditions, provisions, agreements and obligations contained in the Subdivision Improvements Agreement for Pueblo Memorial Airport Industrial Park Subdivision as set forth below:

Recording Date: October 11, 1995
Recording No.: Book 2836 Page 705

6. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. P & D 00-55 as set forth below:

Recording Date: August 28, 2000
Recording No.: Reception No. 1347566

Easement Vacation & Dedication No. 2000-004:
Recording Date: August 28, 2000
Recording No.: Reception No. 1347567

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pueblo, a municipal corporation
Purpose: Water Main(s) and Appurtenances
Recording Date: October 2, 2000
Recording No.: Reception No. 1352240

8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: McCallin Real Estate LLC, a Colorado limited liability company
Purpose: Vehicular Access and Parking
Recording Date: October 25, 2000
Recording No.: Reception No. 1355777

9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: McCallin Real Estate LLC, a Colorado limited liability company
Purpose: Railroad Spur
Recording Date: October 25, 2000
Recording No.: Reception No. 1355778

10. Terms, conditions, provisions, agreements, reservations and obligations contained in the Warranty Deed as set forth below:

Recording Date: October 25, 2000
Recording No.: Reception No. 1355779

11. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Lot Line Vacation No. 2005-030:

Recording Date: February 22, 2006
Recording No.: Reception No. 1662769

Recording Requested by:
FNTG-NCS Colorado

No 018577

DEED OF TRUST

THIS INDENTURE ("Deed of Trust"), is made this 6 day of November, 2018 between Key Structures, LLC, a Colorado limited liability company, whose address is 319 Lockheed Street, Pueblo, CO 81001 ("Grantor"), and the Public Trustee of the County of Pueblo, State of Colorado hereinafter referred to as ("Public Trustee") for the benefit of the City of Pueblo, a municipal corporation whose address is One City Hall Place, Pueblo, CO 81003 ("City of Pueblo");

WITNESSETH, THAT, WHEREAS, Grantor and the City of Pueblo are parties to that certain Agreement dated October 9, 2018, a true, complete and correct copy of which is attached as Exhibit A hereto (the "Agreement"), whereby Grantor agreed to comply with certain employment requirements enumerated in the Agreement in consideration of certain funds advanced from the City of Pueblo to Grantor in an aggregate amount not to exceed Two Million One Hundred Thousand Dollars (\$2,100,000.00) (the "Replacement City Funds");

AND WHEREAS, as of the date hereof, the amount of the Replacement City Funds subject to a repayment obligation upon default by Grantor under the Agreement shall be equivalent to the Repayment Obligation as defined in Section 4 of the Agreement.

AND WHEREAS, the Grantor is desirous of securing payment of the Repayment Obligation to the extent outstanding and subject to the quarterly reductions pursuant to Section 4(e) of the Agreement (the "Obligations").

NOW THEREFORE, the Grantor, in consideration of the premises and for the purpose aforesaid, does hereby grant, bargain, sell and convey unto the said Public Trustee in trust until the full payment and performance of the Obligations ("Termination Date"), the following described property, to wit:

Lots 54 and 55, Pueblo Memorial Airport Industrial Park Subdivision, now known as Parcel A, Lot Line Vacation No. 2005-030 recorded February 22, 2006 at Reception No. 1662769, Pueblo County, State of Colorado

also known by street and number as 319 Lockheed Street, Pueblo, CO 81001.

TO HAVE AND TO HOLD the same, together with all and singular the privileges and appurtenances thereunto belonging, in trust nevertheless, that: a) in case of default by Grantor of the Obligations under the Agreement, or in the payment of any interest thereon according to the tenor and effect of said Agreement, or in the payment of any prior encumbrances, principal or interest, if any, or b) in case default shall be made or violation or breach of any of the terms conditions, covenants or agreements herein contained, which is not cured within sixty (60) days after written notice specifying the default is given by the City of Pueblo to Grantor, the beneficiary hereunder or the legal holder of the indebtedness secured hereby may declare a violation of any of the covenants herein contained and may elect to advertise said property for sale, and demand such sale by filing a notice of election and demand for sale with the Public Trustee. Upon receipt of such notice of election and demand for sale, the Public Trustee shall

cause such notice to be recorded in the recorder's office of the county in which said property is situated.

The Public Trustee shall then give public notice of the time and place of sale by advertisement to be published for four weeks (once each week for four successive weeks) in some newspaper of general circulation at that time published in the county or counties in which said property is located. A copy of such notice shall be mailed to all persons entitled to receive notice as provided by law. It shall and may then be lawful for the Public Trustee to sell said property for the highest and best price the property will bring in cash and to dispose of the said property (en masse or in separate parcels, as the said Public Trustee may think best), together with all the right, title and interest of the Grantor therein, at public auction at any place as may be specified by statute and designated in the notice of sale.

The Public Trustee shall make and give to the purchaser of such property at such sale, a certificate of purchase as required by law. Unless the property is redeemed, the public trustee shall execute and record a confirmation deed to the holder of the certificate of purchase no less than fifteen days after the date of sale or, if later, the expiration of all redemption periods and the receipt of all statutory fees and costs.

The Public Trustee shall, out of the proceeds of such sale and after first paying and retaining all fees, charges and costs of making said sale, pay to the beneficiary hereunder any amounts due pursuant to the Obligations under the Agreement, and all moneys advanced by such beneficiary for insurance, taxes and assessments, with interest thereon at eight per cent per annum, rendering the overplus, if any, unto those persons entitled thereto as a matter of law. Said sale as evidenced by the confirmation deed executed and recorded by the Public Trustee shall operate as a perpetual bar, both in law and equity, against the Grantor and all other persons claiming the said property, or any part thereof, by, from, through or under the Grantor. The City of Pueblo may purchase said property or any part thereof; and it shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money. For the purposes of calculating the proceeds and overplus of a sale as described above, the amount of the Repayment Obligation owed to the City of Pueblo as of the date of the sale shall be that amount which is outstanding under the Agreement at the time of such sale, taking into consideration the quarterly reduction of the amount of the Repayment Obligation pursuant to Section 4(e) of the Agreement.

The Grantor covenants with and warrants to the Public Trustee, that at the time of the ensembling of and delivery of these presents the Grantor is well seized of the said lands, tenements and property 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 the Grantor may have in or to said lands, tenements, and property as a Homestead Exemption, or other exemption, under and by virtue of any act of the General Assembly of the State of Colorado or of the United States Congress, now existing or which may hereafter be passed in relation thereto, and that the same are free and clear of all liens and encumbrances whatever as of the date hereof except liens, easements, conditions, restrictions, covenants and reservations of record.

The Grantor further warrants to the Public Trustee the quiet and peaceable possession of said property against all persons who may lawfully claim the whole or any part thereof, and that

the Grantor shall and will forever defend the title to said property against such person or persons subject to any liens, easements, conditions, restrictions, covenants and reservations of record.

Until the Termination Date, the Grantor shall timely pay all taxes and assessments levied on the property; any and all amounts due on account of principal and interest or other sums on any junior encumbrances, if any; and will keep all improvements that may be on said lands insured against any casualty loss, including extended coverage, in a company or companies, meeting the net worth requirements of the beneficiary hereof in an amount which will yield to the holder of the indebtedness, after reduction by co-insurance provisions of the policy, if any, not less than the then total indebtedness. Each policy shall contain a loss payable clause naming the beneficiary as mortgagee and shall further provide that the insurance may not be canceled upon less than ten days written notice to the beneficiary. Should the Grantor fail to insure and deliver a certificate evidencing the required coverage under the policies or to pay taxes or assessments as the same fall due, or to pay any amounts payable upon junior encumbrances, if any, the beneficiary may make any such payments or procure any such insurance, and all monies so paid with interest thereon at the rate of eight per cent per annum shall be added to and become a part of the indebtedness secured by this Deed of Trust and may be paid out of the proceeds of the sale of the property if not paid by the Grantor. In addition, and at its option, the beneficiary may declare the indebtedness secured hereby and this Deed of Trust to be in default for failure to procure insurance or make any of the payments required by this paragraph.

If the Grantor, without beneficiary's prior written consent, hereafter sells or transfers all or any part of the property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, beneficiary may, at beneficiary's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Beneficiary shall have waived such option to accelerate if, prior to the sale or transfer, beneficiary and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to beneficiary and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as beneficiary shall request.

IN CASE OF ANY DEFAULT whereby the right of foreclosure occurs hereunder, the holder of said 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 the period of redemption, if any. Such possession shall at once be delivered to the holder of said certificate of purchase on request. Upon refusal, delivery of such possession may be enforced by the holder of said certificate of purchase by any appropriate civil suit or proceeding. The holder of said certificate of purchase 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, 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. 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

EXHIBIT A

Agreement

[Attached]

AGREEMENT

THIS AGREEMENT is entered into this 9th day of October, 2018 by and between the City of Pueblo, a Colorado municipal corporation (the "City") and Key Structures, LLC, a Colorado limited liability company (the "Company"). The Company and the City are referred to collectively in this Agreement as the "Parties" and individually, without differentiation, each as a "Party."

WHEREAS, the Company has expressed a willingness to establish a manufacturing facility and business administration offices for the Company's factory-produced, pre-engineered building units business at the City's Airport Industrial Park, and in furtherance thereof has, through the Pueblo Economic Development Corporation ("PEDCO"), made application for funds from the City; and

WHEREAS, PEDCO has recommended to the City Council that City approve such application, and

WHEREAS, the City Council, based on PEDCO's recommendation, has approved such application and will make funds available to Company subject to and upon the terms and conditions of this Agreement; and

WHEREAS, Company's business plan, as it pertains to Pueblo County, is centered on the manufacture of factory-produced, pre-engineered building units for distribution outside of Pueblo County ("Company's Business"), and

WHEREAS, the City has determined that Company's Business will create primary jobs and will not materially and substantially compete with any existing activity or business within the City; and

WHEREAS, in connection with its application, the Company has committed to: (i) invest approximately Seven Million Dollars (\$7,000,000) in fixed assets in a manufacturing facility located within the City's Airport Industrial Park; and (ii) provide the employment described in Section 4 of this Agreement.

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

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

"Employment Commitment Date" means October 1, 2021.

"Facility" means the approximately 63,500 square foot manufacturing building and business administration offices located at the Pueblo Memorial Airport Industrial Park, having a street address of 319 Lockheed Street, Pueblo, Colorado, 81001, wherein Company will conduct its business operations.

"Full-Time Employee" means a person who actually performs work at the Facility for not less than thirty-five (35) hours per week at an average annual salary of not less than \$39,532.00 per year plus benefits, employed by the Company or new employees hired as a result of recruiting.

"Per Employee Payment" means an amount equal to (a) the Total Funds Advanced *divided by* 125 (i.e. the Full Time Employees subject to the Employment Commitment), *divided by* (b) 28 (i.e. the number of Quarters in the Repayment Period).

"Property" consisting of approximately 3.8 acres, means Lots 54 and 55, Pueblo Memorial Airport Industrial Park Subdivision, Pueblo County, State of Colorado, according to the recorded plat thereof filed in the records of the Pueblo County Clerk and Recorder, also known by street and number as: 319 Lockheed Street, Pueblo, CO 81001.

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

"Quarterly Employees" means the sum of the aggregate number of Full -Time Employees on each business day of a Quarter, divided by the number of business days in such Quarter.

"Repayment Reduction" means for each Quarter an amount equal to the Total Funds Advanced *divided by* 28 (i.e. the number of Quarters in the Repayment Period). For example, if the Total Funds Advanced equals \$2,100,000.00, the Repayment Reduction would be $\$2,100,000.00 \div 28 = \$75,000.00$.

2. If Company is not in default under this Agreement, City will advance to or for the benefit of Company (each such advance, a "Funds Advance" and all such cumulative advances the "Total Funds Advanced") funds in the amount of Two Million, One Hundred Thousand Dollars (\$2,100,000.00) (the "City Funds") as follows:

- City agrees to advance Company funds in an amount not to exceed Two Million Dollars (\$2,000,000.00) for capital improvements (e.g. acquisition of the Property; Facility improvement costs; equipment costs; rail access and improvement costs; etc.) by not later than Closing as defined in this Section 2 below.
- Promptly upon receipt of Company's payment of \$100,000.00 to Pueblo Community College ("PCC") for the purpose of providing pre-employment



training of Company's prospective employees, City agrees to reimburse Company for that amount. Company agrees to give persons successfully completing the training program at PCC priority for hiring. The maximum amount for training for each employee shall not exceed \$800.00.

The aforesaid transfer of City Funds is subject to and contingent upon the following conditions and covenants which Company agrees to perform and comply with:

- Company shall file in the office of the City Clerk copies of the following:
(i) Company's certificate or other evidence of authority to transact business in the State of Colorado issued by the Colorado Secretary of State, and (ii) certified copies of the resolutions of the governing board of Company approving this Agreement and authorizing its officers to execute and deliver said document in the name of Company, and (iii) this Agreement, executed by authorized officers of Company.
- The date of the last to occur of the filings required under (i), (ii) and (iii) of this Section shall be referred to herein as "Closing." If Closing does not occur on or before January 1, 2019, or such later date as Company and City shall mutually agree, City, at its sole option, may terminate this Agreement and City and Company shall thereafter be released and discharged from all obligations hereunder.

3. Company acknowledges and agrees that the primary purpose of City in entering into this Agreement and the sole benefit to the City for making City Funds available to Company hereunder is the creation of jobs. Therefore, Company represents, covenants, and agrees that it will after the date of this Agreement continuously conduct its business operations and employ Full -Time Employees at the Facility as follows: (i) during the period from the date of this Agreement to the Employment Commitment Date October 1, 2021, Company shall use its commercially reasonable efforts in good faith to employ as many Full -Time Employees as reasonably justified by its business operations, and (ii) on and after the Employment Commitment Date, Company shall employ not less than one hundred twenty-five (125) Full -Time Employees at the Facility (the "Employment Commitment") for a term seven (7) years starting on the Employment Commitment Date and ending eighty-four (84) months thereafter.

4. Notwithstanding anything contained in this Agreement to the contrary, if Company shall for any reason default in its Employment Commitment set forth in Section 3, Company shall repay to City a pro-rata share of the City Funds advanced by City under Section 2 hereof based upon the number of Full -Time Employees employed by Company at the Facility (the "Repayment Obligation"), as follows:

(a) During the seven (7) year period starting on the Employment Commitment Date and ending eighty-four (84) months thereafter (the "Repayment Period"), Company shall

pay to City an amount each Quarter equal to the Quarterly Employees less than one hundred twenty-five (125) Full -Time Employees employed at the Facility by Company multiplied by the Per Employee Payment (the "Company's Quarterly Payments"). For example, if for the second Quarter of the third year after the Employment Commitment Date the Total Funds Advanced equals \$2,100,000.00 and such Quarterly Employees is 111, the amount payable by Company to City on or before the fifteenth (15th) day of the next calendar month would be $(125 - 111) \times \$600.00 = \$8,400.00$.

(b) Company's Quarterly Payments, if any, shall be paid to the City without notice, demand, deduction or setoff on or before the fifteenth (15th) day of the month after the end of each Quarter during the Repayment Period and for one month thereafter at the office of the Director of Finance of City, 1 City Hall Place, Pueblo, Colorado, 81003, or such other person or location as the City may designate. All past due Company's Quarterly Payments shall bear interest at the rate of eight (8) percent per annum ("Default Rate") until paid.

(c) Within fifteen (15) days after the end of each Quarter after the Employment Commitment Date and for one calendar month after the Repayment Period, Company will submit to City's Director of Finance Company's statements showing the Quarterly Employees and their aggregate salaries for the preceding Quarter and the basis upon which Quarterly Employees and Company's Quarterly Payment, if any, were computed, certified by an officer of the Company to be true and correct. For purposes of verifying such employment, City shall have access to Company's records relating to Company's employees employed at the Facility. Except in the event of any action filed by City to enforce this Agreement, City shall treat such information as confidential and shall not disclose (except pursuant to a subpoena or court order) such information to any party other than those City employees who have a need to know such information.

(d) Subject to the provisions of Section 6, if Company defaults in the performance of its Repayment Obligation and such default is not cured within sixty (60) days after written notice specifying the default is given by City to Company, then in such event, City may declare the entire balance of Company's Repayment Obligation due and owing together with interest thereon from the date of default at the Default Rate, and for such purpose, the entire balance of Company's Repayment Obligation shall be the amount calculated pursuant to Section 4(e). Company's Repayment Obligation is absolute and unconditional and shall not be abated, reduced, diminished, modified, withheld or otherwise offset for any cause or reason whatsoever.

(e) Except as otherwise provided in Sections 7 and 13 hereof, City's damages for breach of Company's Employment Commitment or Repayment Obligation shall not exceed Total Funds Advanced plus interest, provided, however, that the Total Funds Advanced shall be reduced by the Repayment Reduction for each Quarter Company meets its Repayment Obligation during the Repayment Period by either (i) employing one hundred twenty-five (125) Quarterly Employees at the Facility, or (ii) paying Company's Quarterly Payments as provided in Section 4(a) above for such Quarter.

5. (a) All City Funds advanced to Company by City under this Agreement shall be deemed to be a debt of Company payable to City until Company performs and discharges its obligations hereunder including its Repayment Obligation contained in Section 4. The Company's performance under this Agreement including its Repayment Obligation contained in Section 4 shall be secured by a Deed of Trust encumbering the Facility and Property. Company covenants with and warrants to the City that the Deed of Trust shall constitute a first priority lien or encumbrance and that there are and will be no senior liens or encumbrances against the Facility and Property. As agreed to in this Employment Agreement, during the seven (7) year period starting on the Employment Commitment Date (as defined in this Employment Agreement) and ending eighty-four (84) months thereafter (the "Repayment Period") the principal balance of the Deed of Trust will be decreased on a quarterly basis consistent with the Company's compliance with its Employment Commitment as set forth in Section 3 of this Employment Agreement. A copy of the approved Deed of Trust is attached as an exhibit to this Agreement.

(b) Company shall obtain, at Company's sole cost and expense, from a title company selected by Company authorized to issue title insurance in the state of Colorado (the "Title Company"), on the current standard form of extended ALTA Lenders Policy (collectively, the "Title Commitment"). The Title Company shall promptly provide copies of any amendments or modifications of the Title Commitment to City. At the Closing of Company's purchase of the Property ("Closing") or as soon as reasonably practicable after Closing, the Title Company shall issue and deliver to City the lender's title insurance policy referred to above (the "Title Policy"), in the amount of Two Million One Hundred Thousand Dollars (\$2,100,000.00) issued by the Title Company insuring Company's title to the Property and City's first-priority encumbrance on the Property, consistent with the Title Commitment, providing "gap" coverage, deleting the standard exceptions, and subject only to taxes and assessments for the year of Closing and subsequent years. At Closing, Company shall pay the premium for the Title Policy. Company shall provide such affidavits or certificates as may be required by the Title Company to remove all liens, including, without limitation, mechanics' or materialmen's liens, as exceptions to the Title Policy.

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

(b) City Council may or may not, in its sole and absolute discretion, relieve Company, in whole or in part, from Company's Repayment Obligation. Any action taken by the City Council relating to a request for relief shall be final and binding on Company, and not subject to judicial review. Any such action by City Council is, and shall constitute, a legislative measure. Nothing contained in this Section 6 shall grant or be construed to grant to Company any right or claim to relief from its Repayment Obligation or a hearing with respect thereto.

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

7. In the event of any litigation arising under this Agreement, the court shall award to, and the prevailing party shall recover its costs together with all internal and out-of-pocket expenses of any kind relating to the litigation including, but not limited to, reasonable attorney fees. Venue for any such litigation shall be Pueblo County, Colorado. All such litigation shall be filed in the District Court, County of Pueblo, State of Colorado and each party hereby submits to the personal and subject matter jurisdiction of such District Court. To the full extent allowed by law, each party waives its right to a jury trial.

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

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

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

(a) if to City, City Manager or Mayor, as applicable, City of Pueblo, 1 City Hall Place, 2nd Floor, Pueblo, Colorado, 81003, with copy to City Attorney, 1 City Hall Place, 3rd Floor, Pueblo, Colorado, 81003, or

(b) if to the Company, Attn: Chief Executive Officer, c/o The Challenger Group, Inc., 8605 Explorer Drive, Suite 250, Colorado Springs, CO 80927.



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

11. Time is of the essence hereof. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, provided Company may not assign this Agreement or any interest herein without the express written consent of the City which will not be unreasonably withheld or delayed. Any assignment or attempted assignment of this Agreement by Company without such consent shall be null and void. No assignment of this Agreement or any interest herein by Company shall release or discharge Company from any of its obligations under this Agreement unless otherwise agreed by City at the time consent to assignment is given.

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

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

14. In no event shall City, its officers, agents or employees be liable to Company for damages, including without limitation, compensatory, punitive, indirect, special or consequential damages, resulting from or arising out of or related to this Agreement 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, Company 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 Company's Repayment Obligation under Section 4 hereof with respect to the amount of City Funds actually advanced or paid by City to or for the benefit of Company pursuant to Section 2 hereof.

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

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



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

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

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

Executed at Pueblo, Colorado, this 9th day of October, 2018.

[S E A L]

City of Pueblo, Colorado
a Colorado Municipal Corporation

Attest: Brenda Amigo
Acting City Clerk

By [Signature]
President of the City Council

Key Structures, LLC
a Colorado Limited Liability Company

By [Signature]
Brian Bahr
Manager

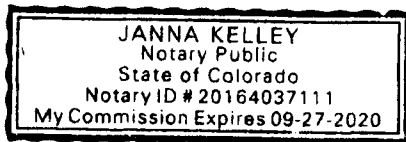
The foregoing instrument was acknowledged before me this 9 day of October, 2018 by Brian Bahr as Manager of Key Structures, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 9-27-2020.

[S E A L]

Jannakellen
Notary Public



Agreement Amending Employment Agreement

This Agreement is entered into as of the 28th day of October, 2024 by and among Aboda Pueblo LLC, a Colorado limited liability company (the “**Company**”), Biltwise Structures, LLC, a Delaware limited liability company (“**Biltwise SC**”); Aboda Design, Inc., a Delaware corporation (“**Aboda Design**”); Pueblo Modular, LLC, a Colorado limited liability company (“**Pueblo Mod**”), Key Structures, LLC (“**Key**”) and the City of Pueblo, Colorado (“**City**”).

WHEREAS, Key applied for, and was granted an economic development fund loan in the amount of \$2,100,000 by the City of Pueblo as an incentive to locate its factory-produced, pre-engineered building units business in the City’s Airport Industrial Park pursuant to an Agreement dated October 9, 2018, (hereinafter “Employment Agreement”) a copy of which is attached hereto as Exhibit A;

WHEREAS, the primary purpose of the economic development funds and the Employment Agreement was to make funds available to Key for the creation of primary jobs;

WHEREAS, the Employment Agreement required Key to employ no less than 125 full-time employees as defined by the Employment Agreement for a period of eighty-four (84) months following the employment commencement date of October 1, 2021;

WHEREAS, Key’s loan obligation to the City is reduced every quarter it meets its employment obligation;

WHEREAS, the Employment Agreement is secured by a Deed of Trust (hereinafter “Pueblo Deed of Trust”) against the real property defined as Lots 54 and 55, Pueblo Memorial Airport Industrial Park Subdivision, Pueblo County, State of Colorado and commonly known as: 319 Lockheed Street, Pueblo, CO 81001 (hereafter the “Property”), such Pueblo Deed of Trust is attached hereto as Exhibit B;

WHEREAS, Key now desires to transfer its manufacturing business in Pueblo and the Property to Aboda Pueblo, LLC;

WHEREAS, Biltwise, SC, Aboda Design and Pueblo Mod formed the limited liability company known as Aboda Pueblo, LLC and entered into that certain Operating Agreement dated as of April 30, 2024 (the “Operating Agreement”);

WHEREAS the purpose of Aboda Pueblo, LLC is to design, produce, market and sell modular housing components and related services; and

WHEREAS, pursuant to the Operating Agreement, Pueblo Mod, an affiliate of Key and of which Key is a member, agreed to contribute the Property and all personal property located on and within the Property to Aboda Pueblo, LLC; and

WHEREAS, Aboda Pueblo, LLC has secured a loan from the Colorado Housing and Finance Authority (“CHFA”) in the amount of four million dollars (\$4,000,000) and CHFA requires the City of Pueblo to subordinate its Deed of Trust securing the Employment Agreement as a condition of the loan;

Now Therefore the parties agree as follows:

1. By this Agreement, Key and Aboda Pueblo, LLC shall be jointly and severally liable for all debts and obligations set forth in the Employment Agreement that arise after the subordination of the Deed of Trust. Any prior or existing default under the Employment Agreement or the Deed of Trust is the sole liability of Key,
2. The Employment Agreement attached hereto as Exhibit A and incorporated herein by this reference is hereby amended to add Aboda Pueblo, LLC as a party thereto. By entering into and signing this Agreement Aboda Pueblo, LLC agrees to be bound as of the date of the subordination of the Deed of Trust by all the terms and conditions of the Employment Agreement that arise after such subordination and thereby shall have all the same rights, obligations, and debts under the Employment Agreement as Key.
3. Aboda Pueblo, LLC shall file in the office of the City Clerk the following (i) a certificate or other evidence of authority to transact business in the State of Colorado issued by the Colorado Secretary of State and (ii) certified copies of the resolutions of the governing board of Aboda Pueblo, LLC approving this Agreement and authorizing its officers to execute and deliver said document in the name of Company and (iii) this Agreement, executed by an authorized officer of Aboda Pueblo, LLC .
4. Upon execution of this Agreement, Key may deed the Property and all personal property on or within the Property to Pueblo Mod, which will in turn immediately deed the Property and all personal Property on or within the Property to Aboda Pueblo, LLC to thereafter be used for the design, production, marketing, and sale of factory-produced, pre-engineered modular building units.
5. Aboda Pueblo, LLC shall commence to manufacture modular housing components and comply with all employment commitments pursuant to the Employment Agreement within 60 days of the date of this Agreement. Attached as Exhibit C is the Company's 5-year financial model, which demonstrates the anticipated growth for the Company and its ability to meet the employment commitment in the Employment Agreement.
6. Key and Aboda Pueblo, LLC shall hereafter be jointly and severally liable under the Employment Agreement and Pueblo Deed of Trust for any default arising under either the Employment Agreement or the Pueblo Deed of Trust after the City's subordination of the Deed of Trust. The City agrees to subordinate the Pueblo Deed of Trust in favor of the CHFA Deed of Trust upon the posting of a Letter of Credit by Key with the City, in form and substance acceptable to the City, which will allow the letter of credit to be drawn upon to the extent of any default under the Employment Agreement, Pueblo Deed of Trust, the CHFA Deed of Trust, or to pay any amounts due to the City of Pueblo under the Employment Agreement. Copies of the Letter of Credit and Subordination Agreement are attached as Exhibits D and E respectively.
7. Notwithstanding any provisions of this Agreement to the contrary, City shall look first to Key and the Letter of Credit to collect any amounts owed to it under the Employment Agreement and any such payments made pursuant to the Letter of Credit shall be deemed a cure of any such default to the extent satisfied out of the Letter of Credit. Should City be unable to collect, for whatever reason, the full amount owed to it from Key or the Letter of Credit within 30 days, the City may seek all legal or equitable remedies available to it against Key, Adoba Pueblo, LLC, or the Property, provided that the City shall provide Aboda Pueblo, LLC with written notice of such failure at least ten (10) days prior to taking such legal or equitable remedies.

8. Any leases of property or agreements with the City other than the Employment Agreement shall remain the sole obligation of Key. Aboda Pueblo, LLC is not assuming any such obligations nor does it intend to utilize any such leased property.
9. Notwithstanding any other provision of this Agreement even if seemingly to the contrary, at such time that the City has been repaid all amounts advanced to Key pursuant to the Employment Agreement after taking into account all credits for employment to which Key and/or Aboda Pueblo, LLC was entitled pursuant to the Employment Agreement, Aboda Pueblo, LLC shall not have any further liability to the City arising from the Employment Agreement or the Deed of Trust.
10. Each party acknowledges that this Agreement was fully negotiated by the parties and, therefore, no provision of this Agreement shall be interpreted against any party because such party or its legal representative drafted such provision.
11. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed for all purposes to be an original, and all such counterparts shall together constitute but one and the same original.

In witness whereof, the undersigned have affixed their signature as of the date first set forth above.

Company:

ABODA PUEBLO LLC,
a Colorado limited liability company

By: Aboda Design, Inc.,
a Delaware corporation,
its Member and Authorized
Representative

By: _____
Fedja Jovanovic,
President and Authorized
Representative

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 20____, by Fedja Jovanovic, as President and Authorized Representative of Aboda Design, Inc., a Delaware corporation, a Member and Authorized Representative of Aboda Pueblo LLC, a Colorado limited liability company.

Witness my hand and official seal.

My Commission expires: _____

[SEAL]

Notary Public

Members:

By: _____
Printed Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Witness my hand and official seal.

My Commission expires: _____

Notary Public

By: Fedja Jovanovic,
President and Authorized
Representative

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Witness my hand and official seal.

My Commission expires: _____

Notary Public

Page 300 of 634

a Colorado limited liability company

By: _____

Printed Name: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 20____,
by _____, as Member and Authorized Representative of Pueblo Modular Design LLC, a
Colorado Limited Liability Company.

Witness my hand and official seal.

My Commission expires: _____

[SEAL]

Notary Public

Key Structures LLC,
a Colorado limited liability company

By: _____

Printed Name: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 20____,
by _____, as Member and Authorized Representative of Key Structures LLC, a Colorado
limited liability company.

Witness my hand and official seal.

My Commission expires: _____

[SEAL]

Notary Public

[S E A L]

City of Pueblo, State of Colorado

Attest: _____

By: _____
Mark Aliff, President of City Council
City Clerk

After Recording Return To:
 Colorado Housing and Finance Authority
 1981 Blake Street
 Denver, Colorado 80202-1272
 Attn: Melissa Nuccio, Senior Paralegal

AFFORDABLE HOUSING FINANCING FUND MODULAR FINANCE PROGRAM

SUBORDINATION OF DEED OF TRUST

THIS SUBORDINATION OF DEED OF TRUST (the “**Agreement**”) is dated as of _____, 20__, by KEY STRUCTURES, LLC, a Colorado limited liability company (“**Key Structures**”), PUEBLO MODULAR, LLC, a Colorado limited liability company (“**Pueblo Mod**”), ABODA PUEBLO LLC, a Colorado limited liability company (“**Aboda**”; and together with Key Structures and Pueblo Mod, collectively the “**Borrower Parties**”), the CITY OF PUEBLO, a Colorado municipal corporation (the “**City**”) and the COLORADO HOUSING AND FINANCE AUTHORITY, a body corporate and political subdivision of the State of Colorado, solely in its capacity as the Program Administrator for the AFFORDABLE HOUSING FINANCING FUND, managed by the Colorado Office of Economic Development and International Trade, a Colorado state agency (the “**Senior Lender**”).

RECITALS:

A. City made a loan to Key Structures in the original principal amount of Two Million One Hundred Thousand Dollars and No/100 Dollars (\$2,100,000.00) (the “**City Loan**”), in connection with the project with an address of 319 Lockheed Street, Pueblo, Colorado 81001, which is more particularly described on Exhibit A, attached hereto and made a part hereof by this reference (the “**Property**”). The City Loan is evidenced by that certain Employment Agreement dated October 9, 2018, entered into by and between Key Structures and the City (the “**Employment Agreement**”). The Employment Agreement is secured by that certain Deed of Trust for the benefit of the City dated November 6, 2018, recorded on November 15, 2018, under Reception No. 2122950 (as modified, the “**City Deed of Trust**”), in the real estate records of the Clerk and Recorder of the County of Pueblo, Colorado (the “**Records**”).

B. Key Structures has transferred, or is about to transfer, its fee simple title to the Property to its wholly owned subsidiary, Pueblo Mod, subject to the City Loan.

C. Pueblo Mod will further transfer its fee simple title to the Property, subject to the City Loan, as a contribution to Aboda for the purpose of operating a modular housing manufacturing facility.

D. The Borrower Parties and the City have entered into an Agreement to Amend the Employment Agreement dated October 28, 2024 (the “**Amendment**”).

E. In consideration for amendment of the Employment Agreement and subordination of the City Deed of Trust, Key Structures has agreed to post a letter of credit with the City in the amount of One Million Two Hundred Twenty-five Thousand Four Hundred Fourteen and 71/100 Dollars (\$1,225,414.71) (the “**Letter of Credit**”) as security for the City Loan.

F. The Employment Agreement, City Deed of Trust, Amendment, Letter of Credit and all other documents and agreements related to the City Loan are collectively referred to herein as the “**City Loan Documents**”).

G. Aboda has executed, or is about to execute, a Promissory Note payable to the Senior Lender (the “**Senior Note**”) in the original principal amount of up to Four Million and No/100 Dollars (\$4,000,000.00) (the “**Senior Loan**”) upon the terms and conditions of a Loan Agreement dated as of _____, 20__ , between Senior Lender and Borrower (“**Senior Loan Agreement**”). The Senior Note is secured by a Deed of Trust, Security Agreement, Financing Statement, Fixture Filing, and Assignment of Rents and Leases, executed by Aboda and recorded in the Records on _____, 20__ at Reception No. _____ (the “**Senior Deed of Trust**”), which encumbers Aboda’s interest in the Property. The Senior Note, Senior Loan Agreement, Senior Deed of Trust, and all other documents and agreements evidencing, securing and/or executed in connection with the Senior Loan are collectively referred to herein as the “**Senior Loan Documents**”).

H. The Senior Lender is willing to make the Senior Loan to Aboda provided the City will specifically and unconditionally subordinate the City Deed of Trust to the lien or charge of the Senior Deed of Trust.

I. It is to the mutual benefit of all parties to this Agreement that the Senior Lender make such loan to Aboda; and the City agrees that the Senior Deed of Trust, when recorded, will constitute a lien or charge upon the Property, which is unconditionally prior and superior to the City Deed of Trust.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Senior Lender to make the Senior Loan to Aboda, it is hereby declared, understood and agreed as follows:

1. **City Approval of Transfers.** The City hereby provides written consent to the transfer by (i) Key Structures of its fee simple title to the Property, subject to the City Loan, to Pueblo Mod, and (ii) Pueblo Mod of its fee simple title to the Property, subject to the City Loan, to Aboda.

2. **Subordination.** The City hereby represents to Senior Lender that it is the current beneficiary of the City Deed of Trust, and the City does hereby agree that the City Deed of Trust, and all of the City's rights thereunder, shall be in all respects subordinate, secondary, inferior and junior to the liens, terms, covenants, conditions, operations, and effects of the Senior Deed of Trust, and the other Senior Loan Documents, and all extensions, renewals or modifications thereof, all as executed and delivered by Aboda to the Senior Lender as security for the Senior Note. Notwithstanding the foregoing, any and all indebtedness under the City Agreement, Letter of Credit, and Amendment shall not be subject to or affected by this Agreement.

3. **City Acknowledgement.** For the purposes of this Agreement, the City acknowledges and agrees that all disbursement of loan proceeds and other advances made by the Senior Lender pursuant to the Senior Loan Documents shall be conclusively presumed to have been disbursed in accordance therewith and for the purposes therein provided.

4. **Senior Loan Documents Superior.** No amendment of the documents evidencing or relating to the City Loan shall directly or indirectly modify the provisions of this Agreement in any manner which might terminate or impair the subordination of the City Deed of Trust to the liens, terms, covenants, conditions, operations, and effects of the Senior Loan Documents. At any time and from time to time, without notice to the City, Senior Lender may take such actions with respect to the Senior Loan as Senior Lender, in its sole discretion, may deem appropriate, including, without limitation, terminating advances to Aboda, increasing the principal amount, extending the time of payment, increasing applicable interest rates, renewing, compromising or otherwise amending the terms of any documents affecting the Senior Loan and any Property securing the Senior Loan, and enforcing or failing to enforce any rights against Aboda or any other person. No such action or inaction shall impair or otherwise affect Senior Lender's rights hereunder.

5. **City Loan Default.** The City hereby agrees that upon the occurrence of a default by Aboda or any of the other Borrower Parties under the terms of any of the City Loan Documents, the City shall provide written notice to the Senior Lender thereof within ten (10) days of such default. The City will not exercise any remedies available pursuant to the City Deed of Trust against Aboda, any of the other Borrower Parties and/or the Property until sixty (60) days after the City has delivered to Senior Lender written notice that it intends to exercise its remedies. The City may not exercise any of its remedies, including any foreclosure action under the City Deed of Trust, until the earlier of (i) the expiration of such 60-day period or such longer period as provided herein or in the City Deed of Trust, or (ii) the delivery by Senior Lender to the City of Senior Lender's written consent to such remedial action by the City. The City's exercise of any of its remedies available pursuant to the City Deed of Trust will be subject to the provisions of this Agreement. Except as explicitly stated herein, in the event of a default under the Employment Agreement, the City may, without Senior Lender's consent, exercise any rights or remedies available to it pursuant to the Employment Agreement, Amendment, or Letter of Credit; provided, however, that, as set forth in, and in accordance with, the Amendment, the City shall look first to Key Structures and the Letter of Credit to collect any amounts owed to it under the Employment

Agreement. The City and Senior Lender acknowledge that the provisions of this Section 5 are fair and reasonable under the circumstances, that each has received a substantial benefit from this Agreement, and that neither would have entered into this Agreement without the inclusion of these provisions in this Agreement.

6. **Senior Lender Right to Cure.** The City agrees that it will not, without first providing written notice to the Senior Lender and a reasonable opportunity for the Senior Lender to cure, as set forth in Section 5 above: (a) enforce or foreclose upon the City Deed of Trust; (b) join in any petition for bankruptcy, assignment for the benefit of creditors or creditor's agreement involving the assets of any of the Borrower Parties, or incur any obligation to or receive any loans, advances or gifts from any of the Borrower Parties with respect to the City Loan. Notwithstanding the foregoing, any one of the Borrower Parties may make regularly scheduled payments under the City Loan to the City in accordance with the Employment Agreement, Amendment, and Letter of Credit, and the Limited Liability Company Operating Agreement of Aboda Pueblo LLC dated as of April 30, 2024, as amended by that certain First Amendment to Operating Agreement dated as of May 30, 2023, and as may be further amended from time to time (the "**Borrower's Operating Agreement**").

7. **Senior Lender Rights.** The Senior Lender shall have no obligation to the City with respect to the Property or the Senior Loan. The Senior Lender may in accordance with the Senior Deed of Trust (a) exercise collection rights, (b) take possession of, sell or dispose of, and otherwise deal with, the Property, (c) in the Senior Lender's name, or in Aboda's name, demand, sue for, collect or receive any money or property at any time payable or receivable on account of, the Property; (d) prosecute, settle and receive proceeds on any insurance claims relating to the Property, and (e) exercise and enforce any right or remedy available to the Senior Lender with respect to the Property, whether available before or after the occurrence of any default; all without notice to or consent by anyone except as specifically required by law. The Senior Lender may apply the proceeds of the Property in any order the Senior Lender deems appropriate in its sole discretion, except as required by law.

8. **Subordination After Reinstatement of Senior Loan.** The subordination of the City Deed of Trust will continue if any payment under the Senior Loan Documents (whether by or on behalf of Aboda, as proceeds of security or enforcement of any right of set-off or otherwise) is for any reason repaid or returned to Aboda or its insolvent estate, or avoided, set aside or required to be paid to Aboda, a trustee, receiver or other similar party under any bankruptcy, insolvency, receivership or similar law. In such event, any or all of the Senior Loan originally intended to be satisfied will be deemed to be reinstated and outstanding to the extent of any repayment, return, or other action, as if such payment on account of the Senior Loan had not been made.

9. **Representations.** All necessary action on the part of the City, its officers, directors, partners, members and shareholders, as applicable, necessary for the authorization of this Agreement and the performance of all obligations of the City hereunder has been taken. This Agreement constitutes the legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms. The execution, delivery and performance of and compliance

with this Agreement by the City will not (i) result in any material violation or default of any term of any of the City's charter, formation or other organizational documents (such as Articles or Certificate of Incorporation, bylaws, partnership agreement, operating agreement, etc.) or (ii) violate any material applicable law, rule or regulation. The City further represents and warrants that each of the following is true as of the date of this Agreement: (i) the City Loan Documents are now in full force and effect; (ii) the City Loan Documents have not been modified or amended; (iii) no City Deed of Trust Default has occurred; (iv) the City is the beneficiary of the City Loan Documents; and (v) none of the rights of the City under any of the City Loan Documents are subject to the rights of any third parties, by way of subrogation, indemnification or otherwise.

10. **Confirmation of Subordinate Loan Terms.** Within 10 days after request by Senior Lender, the City will furnish Senior Lender with a statement, duly acknowledged and certified setting forth the then-current amount and terms of the City Loan Documents, confirming that there exists no default under the same (or describing any default that does exist), and certifying to such other information with respect to the City Loan Documents as Senior Lender may request.

11. **Notice.** Any notice which any party hereto may desire or may be required to give to any other party under this Agreement shall be in writing, and shall be deemed to have been given (i) one (1) business day after being delivered to a nationally recognized overnight delivery service, (ii) on the day sent by telecopier or other facsimile transmission, answerback requested, or (iii) on the day delivered personally, in each case, to the parties at the addresses set forth as follows: if to Senior Lender, at the address identified in the Senior Deed of Trust; if to the City, at the address identified in the City Deed of Trust, if to Aboda, at the address identified in the Senior Deed of Trust.

12. **Further Assurances.** The City hereby agrees to execute such documents and/or take such further action as Senior Lender may at any time or times reasonably request in order to carry out the provisions and intent of this Agreement, including, without limitation, ratifications and confirmations of this Agreement from time to time hereafter, as and when requested by Senior Lender.

13. **Consent to Insert Information.** The City hereby agrees that Senior Lender, or any person or entity acting upon the directions of the Senior Lender, is permitted to change this Agreement only for the sole and limited purpose of inserting information in this Agreement regarding the date and recording of the Senior Deed of Trust.

14. **Payment of Costs.** Aboda shall pay all costs and expenses, including without limitation, court costs and reasonable attorneys' fees, incurred by Senior Lender in enforcing performance of the obligations of Aboda or any of the Borrower Parties or in exercising the rights and remedies of Senior Lender hereunder. All such costs and expenses shall be secured by this Agreement and by the Senior Loan Documents. In the event of any court proceedings, court costs and attorneys' fees shall be set by the court and not by jury and shall be included in any judgment obtained by Senior Lender.

15. **Termination.** Upon payment in full of the principal, interest and all other indebtedness evidenced by the Senior Loan Documents, this Agreement shall cease, terminate and be of no further effect; provided, however, that the affidavit, certificate, letter or statement of Senior Lender or any officer, agent or attorney of Senior Lender showing any part of the principal, interest or other indebtedness on the Senior Note being unpaid shall constitute conclusive evidence of the validity, effectiveness, and continuing force of this Agreement and any person may, and is hereby authorized to, rely thereon.

16. **Severability.** If any provision of this Agreement shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

17. **Entire Agreement; Amendment.** This Agreement contains the entire agreement between and among the parties hereto with respect to the subordination of the City Deed of Trust as to the Senior Deed of Trust, the Senior Regulatory Agreement and the Senior Loan Documents. Senior Lender acknowledges that the City has entered into the Amendment with the Borrower Parties as of the date hereof regarding the Employment Agreement and Letter of Credit. The City is not relying on any representations by Senior Lender or Aboda in entering into this Agreement, and the City has kept and will continue to keep itself fully apprised of the financial and other condition of Aboda. This Agreement may be amended only by written instrument signed by Senior Lender and the City.

18. **Inurement; No Third-Party Beneficiaries.** This Agreement and each and every covenant, agreement and other provisions hereof shall be binding upon the parties hereto and their respective successors and assigns. This Agreement shall remain effective until terminated in writing by Senior Lender. This Agreement is solely for the benefit of the City and Senior Lender and not for the benefit of Aboda, the other Borrower Parties or any other party.

19. **Governing Law.** This Agreement is made and executed under and in all respects will be governed and construed by the laws of the State of Colorado.

20. **Remedies.** Each party to this Agreement acknowledges that if any party fails to comply with its obligations under this Agreement, the other parties will have all rights available at law and in equity, including the right to obtain specific performance of the obligations of such defaulting party and injunctive relief.

21. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written.

CITY:

CITY OF PUEBLO,
a Colorado municipal corporation

By: _____
Name: Mark Aliff
Title: President of City Council

STATE OF COLORADO)
) ss.
_____ COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 202__ by Mark Aliff as President of city Council of the City of Pueblo, a Colorado municipal corporation.

Witness my hand and official seal.

(S E A L)

Notary Public
My commission expires: _____

BORROWER PARTIES:

ABODA PUEBLO LLC,
a Colorado limited liability company

By: Aboda Design, Inc.,
A Delaware corporation,
Its Member and Authorized Representative

By: _____
Fedja Javonovic,
President and Authorized Representative

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 20____, by Fedja Jovanovic, as President and Authorized Representative of Aboda Design, Inc., a Delaware corporation, a Member and Authorized Representative of Aboda Pueblo LLC, a Colorado limited liability company.

Witness my hand and official seal.

My Commission expires: _____

[SEAL]

Notary Public

PUEBLO MODULAR, LLC,
a Colorado limited liability company

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____,
20____, by _____, as _____ of Pueblo Modular, LLC,
a Colorado limited liability company.

Witness my hand and official seal.

My Commission expires: _____

[SEAL]

Notary Public

KEY STRUCTURES, LLC,
a Colorado limited liability company

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____,
20____, by _____, as _____ of Key Structures, LLC,
a Colorado limited liability company.

Witness my hand and official seal.

My Commission expires: _____

[SEAL]

Notary Public

CHFA Loan No. _____

SENIOR LENDER:

COLORADO HOUSING AND FINANCE AUTHORITY, a body corporate and political subdivision of the State of Colorado, solely in its capacity as the Program Administrator for the **AFFORDABLE HOUSING FINANCING FUND**, managed by the Colorado Office of Economic Development and International Trade, a Colorado state agency

By: _____
[name/title]
Colorado Housing and Finance Authority

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of _____ 202__, by _____, as _____ of the Colorado Housing and Finance Authority, a body corporate and political subdivision of the State of Colorado, solely in its capacity as program administrator on behalf of the Colorado Office of Economic Development and International Trade, a Colorado state agency, manager of the Affordable Housing Financing Fund.

Witness my hand and official seal.

My Commission expires: _____

[SEAL]

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Lots 54 and 55, Pueblo Memorial Airport Industrial Park Subdivision, Pueblo County, State of Colorado

Also known as (for informational purposes only): 319 Lockheed Street, Pueblo, CO 81001.



FIRSTBANK

2 N. CASCADE AVE., SUITE 130 COLORADO SPRINGS, CO 80903 719-477-9000

IRREVOCABLE LETTER OF CREDIT

Date of Issue: October 28, 2024

Place of Issue: Colorado

**To: The City of Pueblo
 Attn: Mayor
 1 City Hall Place
 Pueblo, CO 81003**

**Account Party: Key Structures, LLC
 8605 Explorer Drive, Ste 250
 Colorado Springs, CO 80920**

Irrevocable Letter of Credit No.: 997-2697

Expiration Date: February 28, 2029

Beneficiary: City of Pueblo

1 City Hall Place, Pueblo, CO 81003

Gentlemen:

At the request of Key Structures, LLC, we hereby establish our Irrevocable Standby Letter of Credit in your favor for the amount of One Million Two Hundred Twenty-five Four Hundred Fourteen and 71/100 Dollars (\$1,225,414.71 USD). This credit is available for payment against presentation of your draft(s) at Sight drawn on FirstBank, 12345 West Colfax Ave, Lakewood, CO 80215 bearing the clause: "Drawn under credit No. 997-2697 of FirstBank" accompanied by the following documents:

A Letter from the City of Pueblo and signed by the Mayor providing that Key Structures, LLC, has failed to perform its obligations set forth in that Agreement, dated October 9, 2018, by and among the City of Pueblo, Colorado, a Colorado municipal corporation, and Key Structures, LLC, a Colorado limited liability company, as amended by that Agreement Amending Employment Agreement, dated October 28, 2024, by and among Aboda Pueblo LLC, a Colorado limited liability company, Biltwise Structures, LLC, a Delaware limited liability company, Aboda Design, Inc., a Delaware corporation, Pueblo Modular, LLC, a Colorado limited liability company, Key Structures, LLC, a Colorado limited liability company, and the City of Pueblo, Colorado, a Colorado municipal corporation including, but not limited to, its obligation to keep a Letter of Credit in place for the duration of its obligation thereunder.

This Letter of Credit shall not be transferable and it shall be governed by the laws of the State of

Colorado. Partial and multiple drawings are permitted under this Letter of Credit. Any subsequent renewals are subject to FirstBank approval.

FirstBank hereby agrees to honor each draft for payment made in compliance with the terms of this Letter of Credit if duly presented, together with any documents as specified herein, on or before the expiration date of this Letter of Credit. In addition, if an out-of-City of Pueblo financial institution, the financial institution hereby agrees to honor each draft for payment made in compliance with the terms of this Letter of Credit if duly presented by registered mail or overnight courier, together with any documents, as specified herein, on or before the expiration date of this Letter of Credit.

FirstBank

Zach B. Bunney, Executive Vice President

October 28, 2024

Date



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING THE NORTH VISTA HIGHLANDS, FILING NO. 10 SUBDIVISION

SUMMARY:

The applicant is requesting to subdivide 36.273-acres into single-family residential lots, open space, and park parcels generally located west of Cedarweed Boulevard and south of the future western extension of Home of Heroes Parkway.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting approval of the following subdivisions: S-24-03 NVH Filing No.11, S-24-04 NVH Filing No.12, and S-24-05 NVH Filing No.13

BACKGROUND:

The subject property is located west of North Vista Highlands, Filing No. 2, Subdivision. The proposed subdivision divides the property into 114 single-family residential lots, four parcels reserved for pedestrian, trail, landscape, open space, and a park parcel. According to the PUD Development Guide all parcels will be owned, developed and maintained by the North Vista Highlands Metropolitan District, (Section 7, Parks and Open Space). Parcel A is dedicated for drainage, detention, and open space, and will be owned and maintained by the property owner. Parcels B and D are dedicated for drainage, pedestrian, trail, landscaping, and open space purposes. Parcel C is dedicated for a .17-acre park. The proposed single-family residential lots meet the minimum 3,600 sq. ft. minimum area. The lots vary in size between approximately 4,400 sq. ft. and 9,512 sq. ft., with varying lot widths. The North Vista PUD requires lots with widths between 36-59 feet to have 20-foot front-yard setback, lots with widths between 60-75 feet are required to have a 25-foot front-yard setback; and lot widths greater than 75-feet to have a 30-foot setback. All proposed subdivided blocks include varying lot widths, which will require the setbacks to vary creating an irregular appearance from the street. The North Vista PUD Development Guide includes extensive regulations and guidance for Park dedication to ensure that 7.5 acres of park

is provided for each 1,000 residents. The PUD requires the subdivider to dedicate .0075 acres of land as District Park and .015 acres as Neighborhood Park with each residential subdivision (Section 7.7.2.3, North Vista Master Plan, Planned Unit development, First Amendment). The applicant is requesting to include 40-percent of the total area of Parcels A, B, C, and E as park dedication. The proposed neighborhood park in Parcel D (1.73 acres), which will be developed with this subdivision, combined with the trail and open space parcels exceeds the required 1.7 acres of required park area.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their October 9, 2024 Regular Meeting, voted 5-1 to recommend approval. Commissioner Avalos dissenting, Commissioner Maestri 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-24-02 NVH No. 10 Complete Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING THE NORTH VISTA HIGHLANDS, FILING NO. 10 SUBDIVISION

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

SECTION 1.

The final plat of the North Vista Highlands, Filing No.10 Subdivision, being a subdivision of land legally described as:

A parcel of land located in the North one-half of Section 7 and the West one-half of the Northwest one-quarter 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:

All of Parcel "G" and portions of Parcels "P" and "Q", all in North Vista Highlands, Filing No. 7, according to the recorded plat thereof as filed for record on October 26, 2023 at Reception No. 2326748 in the Pueblo County Records and being more particularly described as follows:

Considering the east line of the northeast $\frac{1}{4}$ of Section 8, Township 20 South, Range 64 West of the 6th Principal Meridian to bear N. $01^{\circ}25'55''$ E. monumented on the south end with a found axle and the north end with a $2\frac{1}{2}$ " aluminum cap stamped with PLS. No. 16128, and all bearings contained herein being relative thereto.

Beginning at the east corner of Parcel "Q" in North Vista Highlands, Filing No. 7, said point also being the north corner of Parcel "B", in North Vista Highlands, Filing No. 4 according to the plat thereof as filed for record on December 21, 2021 at Reception No. 2257458 in the Pueblo County Records; thence $S41^{\circ}27'38''W$ along the boundary of said Parcels "Q" and "B", a distance of 858.21 feet; thence $S86^{\circ}38'57''W$, a distance of 206.15 feet; thence $S83^{\circ}08'23''W$, a distance of 103.56 feet; thence $N02^{\circ}57'03''W$, a distance of 111.45 feet; thence along the arc of a curve to the right whose center bears $N02^{\circ}57'03''W$ and whose radius is 510.00 feet, a distance of 26.27 feet; thence $N90^{\circ}00'00''W$, a distance of 16.73 feet; thence $N00^{\circ}00'00''E$, a distance of 280.00 feet; thence $N90^{\circ}00'00''W$, a distance of 30.00 feet; thence $N00^{\circ}00'00''E$, a distance of 177.89 feet; thence $N34^{\circ}23'11''E$, a distance of 77.48 feet; thence $N37^{\circ}55'54''W$, a distance of 170.00 feet; thence along the arc of a curve to the right whose center bears $N37^{\circ}55'54''W$ and whose radius is 170.00 feet, a distance of 9.10 feet; thence $N34^{\circ}51'55''W$, a distance of 110.00 feet; thence $N38^{\circ}32'00''E$, a distance of 34.29 feet; thence $N25^{\circ}46'31''E$, a distance of 55.98 feet; thence $N90^{\circ}00'00''E$, a distance of 40.00 feet; thence $N00^{\circ}00'00''E$, a distance of 280.00 feet; thence $N90^{\circ}00'00''W$, a distance of 160.00 feet; thence $N00^{\circ}00'00''E$, a distance of 110.00 feet; thence $N90^{\circ}00'00''E$, a distance of 14.99 feet; thence $N00^{\circ}00'00''E$, a distance of 190.00 feet to a point on the southern boundary of said Parcel "G"; thence continuing along the southern, western, and northern boundary of said Parcel "G" the following fourteen (14) courses:

1. $N90^{\circ}00'00''W$, a distance of 456.33 feet;
2. Along the arc of a curve to the left whose radius is 1240.00 feet, a distance of 522.83 feet;
3. $S65^{\circ}50'31''W$, a distance of 106.22 feet;
4. Along the arc of a curve to the right whose radius is 1360.00 feet, a distance of 537.32 feet;
5. $S88^{\circ}28'44''W$, a distance of 1148.73 feet to a point on the eastern boundary of Overton Road as presently located;
6. $N05^{\circ}27'23''W$, a distance of 2.42 feet;

7. Along the arc of a curve to the left whose radius is 1995.79 feet, a distance of 118.17 feet;
8. N88°28'44"E, a distance of 1160.49 feet;
9. Along the arc of a curve to the left whose radius is 1240.00 feet, a distance of 489.91 feet;
10. N65°50'31"E, a distance of 106.22 feet;
11. Along the arc of a curve to the right whose radius is 1360.00 feet, a distance of 573.43 feet;
12. N90°00'00"E, a distance of 627.15 feet;
13. Along the arc of a curve to the right whose radius is 1360.00 feet, a distance of 286.83 feet;
14. S77°54'58"E, a distance of 476.00 feet to a point on the northern boundary of Home of Heroes Parkway as platted in North Vista Highlands, Filing No. 2 according to the recorded plat thereof as filed for record on August 20, 2021 at Reception No. 2240303 in the Pueblo County Records;

Thence along the arc of a curve to the left whose center bears S54°20'07"E and whose radius is 150.00 feet, a distance of 256.09 feet to a point on the western boundary of Cedarweed Boulevard as platted in said North Vista Highlands, Filing No. 2; thence along the arc of a curve to the left whose center bears S82°06'06"E and whose radius is 790.00 feet, a distance of 653.69 feet to the Point of Beginning.

Containing 36.273 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 October 15, 2024.

Final adoption of Ordinance by City Council on October 28, 2024.

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

NORTH VISTA HIGHLANDS, FILING NO. 10

A RESUBDIVISION OF PARCELS G, O, P AND Q OF NORTH VISTA HIGHLANDS, FILING NO. 7
LOCATED IN THE NORTH 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, 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:

All of Parcel "G" and portions of Parcels "P" and "Q", all in North Vista Highlands, Filing No. 7, according to the recorded plat thereof as filed for record on October 26, 2023 at Reception No. 2326748 in the Pueblo County Records and being more particularly described as follows:

Considering the east line of the northeast ¼ of Section 8, Township 20 South, Range 64 West of the 6th Principal Meridian to bear N. 01°25'55" E. monumented on the south end with a found axle and the north end with a 2-½" aluminum cap stamped with PLS. No. 16128, and all bearings contained herein being relative thereto.

Beginning at the east corner of Parcel "Q" in North Vista Highlands, Filing No. 7, said point also being the north corner of Parcel "B", in North Vista Highlands, Filing No. 4, according to the plat thereof as filed for record on December 21, 2021 at Reception No. 2257458 in the Pueblo County Records; thence S41°27'38"W along the boundary of said Parcels "Q" and "B", a distance of 858.21 feet; thence S86°38'57"W, a distance of 206.15 feet; thence S83°08'23"W, a distance of 103.56 feet; thence N02°57'03"W, a distance of 111.45 feet; thence along the arc of a curve to the right whose center bears N02°57'03"W and whose radius is 510.00 feet, a distance of 26.27 feet; thence N90°00'00"W, a distance of 16.73 feet; thence N00°00'00"E, a distance of 280.00 feet; thence N90°00'00"W, a distance of 30.00 feet; thence N00°00'00"E, a distance of 177.89 feet; thence N34°23'11"E, a distance of 77.48 feet; thence N37°55'54"W, a distance of 170.00 feet; thence along the arc of a curve to the right whose center bears N37°55'54"W and whose radius is 170.00 feet, a distance of 9.10 feet; thence N34°51'55"W, a distance of 110.00 feet; thence N38°32'00"E, a distance of 34.29 feet; thence N25°46'31"E, a distance of 55.98 feet; thence N90°00'00"E, a distance of 40.00 feet; thence N00°00'00"E, a distance of 280.00 feet; thence N90°00'00"W, a distance of 160.00 feet; thence N00°00'00"E, a distance of 110.00 feet; thence N90°00'00"E, a distance of 14.99 feet; thence N00°00'00"E, a distance of 190.00 feet to a point on the southern boundary of said Parcel "G"; thence continuing along the southern, western, and northern boundary of said Parcel "G" the following fourteen (14) courses:

- (1) N90°00'00"W, a distance of 456.33 feet;
- (2) Along the arc of a curve to the left whose radius is 1240.00 feet, a distance of 522.83 feet;
- (3) S65°50'31"W, a distance of 106.22 feet;
- (4) Along the arc of a curve to the right whose radius is 1360.00 feet, a distance of 537.32 feet;
- (5) S88°28'44"W, a distance of 1148.75 feet to a point on the eastern boundary of Overton Road as presently located;
- (6) N05°27'23"W, a distance of 2.42 feet;
- (7) Along the arc of a curve to the left whose radius is 1995.79 feet, a distance of 118.17 feet;
- (8) N88°28'44"E, a distance of 1160.49 feet;
- (9) Along the arc of a curve to the left whose radius is 1240.00 feet, a distance of 489.91 feet;
- (10) N65°50'31"E, a distance of 106.22 feet;
- (11) Along the arc of a curve to the right whose radius is 1360.00 feet, a distance of 573.43 feet;
- (12) N90°00'00"E, a distance of 627.15 feet;
- (13) Along the arc of a curve to the right whose radius is 1360.00 feet, a distance of 286.83 feet;
- (14) S75°54'58"E, a distance of 476.00 feet to a point on the northern boundary of Home of Heroes Parkway as platted in North Vista Highlands, Filing No. 2 according to the recorded plat thereof as filed for record on August 28, 2021 at Reception No. 2240303 in the Pueblo County Records;

Thence along the arc of a curve to the left whose center bears S54°20'07"E and whose radius is 150.00 feet, a distance of 256.09 feet to a point on the western boundary of Cedarwood Boulevard as platted in said North Vista Highlands, Filing No. 2; thence along the arc of a curve to the left whose center bears S82°06'06"E and whose radius is 760.00 feet, a distance of 653.69 feet to the Point of Beginning.

Containing 36.273 acres, more or less

Have caused the foregoing described property to be surveyed, platted and subdivided into lots, blocks, 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. 10.

All of the streets, easements for drainage, detention, sidewalks, trail and all public utilities, shown hereon, are hereby dedicated to the public for perpetual use.

Parcels A, B, C and E are hereby reserved for pedestrian, trail, landscape, and open space to be owned and maintained by the owner of said parcel or any subsequent owner(s).

Parcel D is hereby reserved for park space to be owned and maintained by the owner of said parcel or any subsequent owner(s).

Streets, curbs & gutters, and sidewalks located within ingress/egress or access easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all Lots within the subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

All of the property shown on this plat is subject to the terms and conditions defined and described in the Declaration of Covenants, dated July 13, 2021, and recorded in the Pueblo County Records at Reception No. 2234574

Drainage facilities will be required and located off-site. Requisite drainage facilities, if not existing, are to be constructed and maintained subsequent to construction of public infrastructure within this subdivision.

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

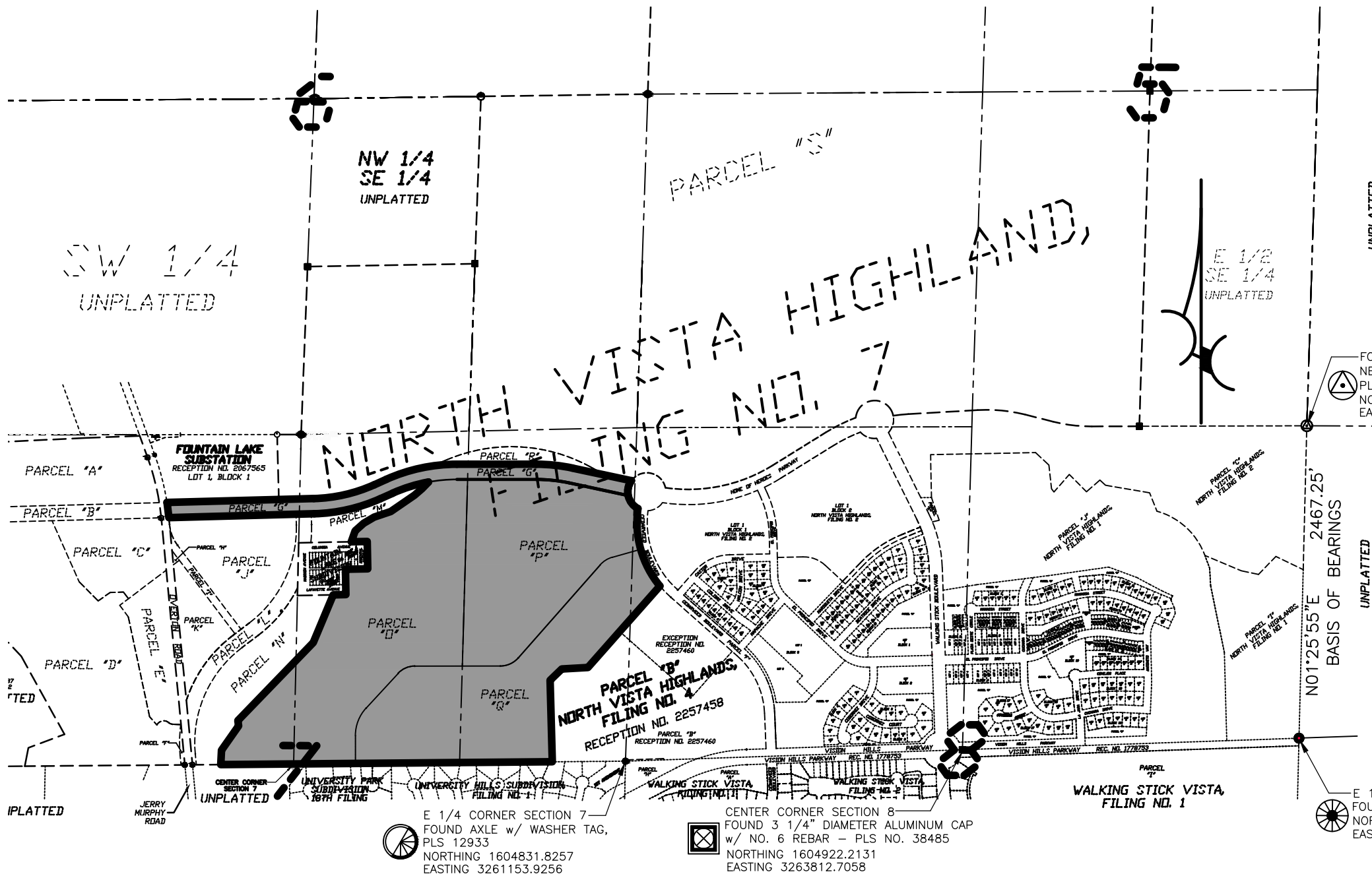
STATE OF _____)
COUNTY OF _____)SS

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



MONUMENTATION MAP

NOT TO SCALE

— 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. 10 has been approved for recording in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado.

City Clerk Date

NORTH VISTA Planned PUD Units		CURRENT NORTH VISTA PUD Park Dedication in Planning Area 2:	
Planning Area 2:	625 Units Total	North Vista Highlands, Filing No. 10:	
North Vista Highlands, Filing No. 10	(113) Units	Neighborhood/Pocket Park Dedication	
Planning Area 2 balance:	512 Units Remaining	Parcels A, B, C, and E (Open space with landscape and trail):	
		1.62 acres x 40% =	
		Parcel D (park parcel):	
		1.73 acres	
		TOTAL PARK DEDICATION:	
		2.38 acres	

North Vista Highlands PUD Park Dedication		District Park Req.		Neighborhood Park Req.		Neighborhood		Open Space &	
Filing No.	Planning Area	Dwelling Units (D.U.)	0.0075 ac per D.U.	0.015 ac per D.U.	0.015 ac per D.U.	District Park Ded.	Park Ded.	Trails Ded.	
1	PA-4	162	1.22 ac	2.44 ac	1.22 ac (PA-1)	4.46 ac	—	—	
3	PA-4	33	0.25 ac	0.50 ac	0.25 ac (PA-7)	—	—	—	
5	PA-3	157	1.18 ac	2.36 ac	1.18 ac (PA-1)	3.50 ac	3.86 ac	—	
9	PA-3	232	1.74 ac	3.48 ac	1.74 ac (PA-1)	0.83 ac	—	—	
10	PA-2	113	0.85 ac	1.70 ac	0.85 ac (PA-1)	1.73 ac	0.65 ac	—	

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.

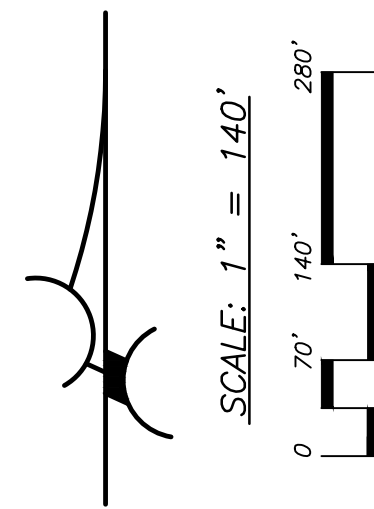
TO BEAR N. 01°25'55" E.

PREPARED BY:

NORTHSTAR ENGINEERING AND SURVEYING, INC.

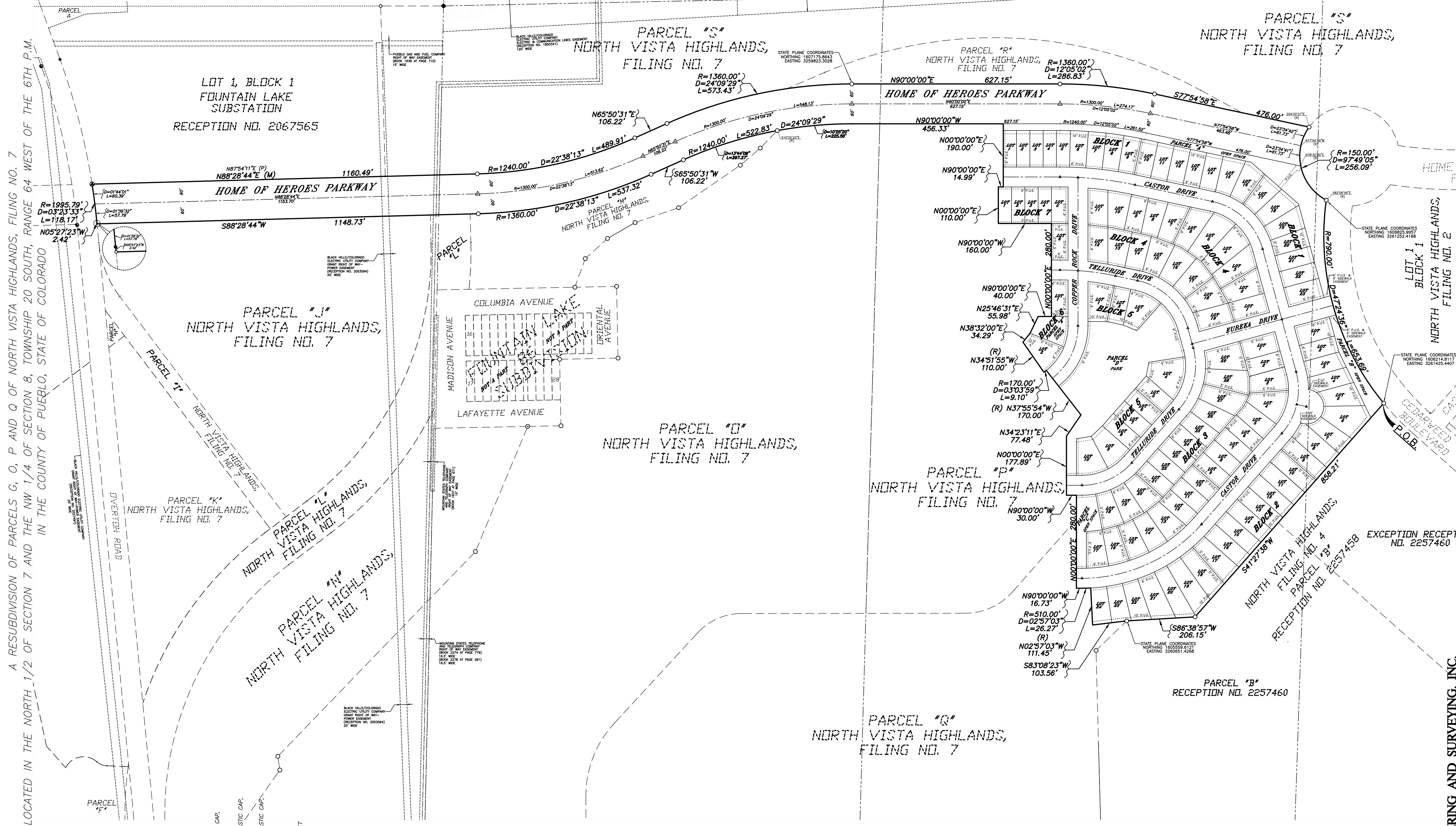
NORTH VISTA HIGHLANDS, FILING NO. 10

A RESUBDIVISION OF PARCELS G, O, P AND Q OF NORTH VISTA HIGHLANDS, FILING NO. 7
LOCATED IN THE NORTH 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, STATE OF COLORADO



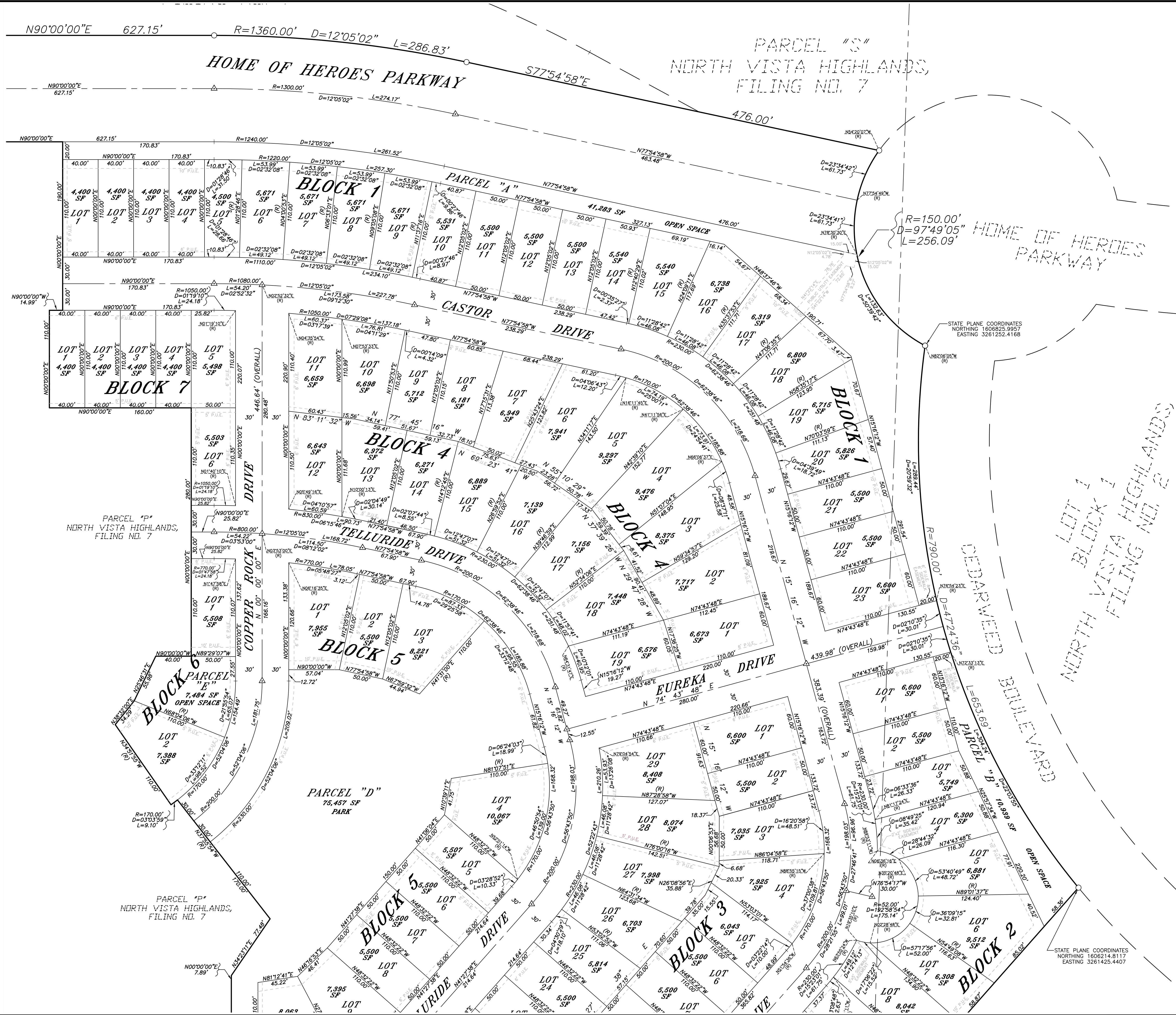
- LEGEND**
- SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485
 - FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, PLS - ALLEGIBLE
 - FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, PLS 12533
 - ▲ FOUND MONUMENT BOX
 - △ MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
 - P.O.B. POINT OF BEGINNING
 - P.U.E. PUBLIC UTILITY EASEMENT
 - D.E. DRAINAGE EASEMENT
 - S.S.E. SANITARY SEWER EASEMENT
 - W.E. WATER EASEMENT
 - SF SQUARE FEET
 - (R) RADIAL
 - (P) PLAT
 - (M) MEASURED
 - R.O.W. RIGHT OF WAY

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.



NORTH VISTA HIGHLANDS, FILING NO. 10

A RESUBDIVISION OF PARCELS G, O, P AND Q OF NORTH VISTA HIGHLANDS, FILING NO. 7
LOCATED IN THE NORTH 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, STATE OF COLORADO



BASIS OF BEARINGS
BEARINGS OF THE NE CORNER OF SECTION 8,
TOWNSHIP 20 SOUTH, RANGE 64 WEST
OF THE 6TH P.M.
TO BEAR N. 01°25'55" E.

LEGEND

○	SET NO. 4 REBAR W/ YELLOW PLASTIC CAP, PLS 38465	P.U.E.	PUBLIC UTILITY EASEMENT
●	FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, PLS - ILLEGIBLE	D.E.	DRAINAGE EASEMENT
●	FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, PLS 12833	S.S.E.	SANITARY SEWER EASEMENT
▲	FOUND MONUMENT BOX	W.E.	WATER EASEMENT
△	MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS	SF	SQUARE FEET
P.O.B.	POINT OF BEGINNING	(R)	RADIAL
		(P)	PLAT
		(M)	MEASURED
		R.O.W.	RIGHT OF WAY

SCALE: 1" = 50'

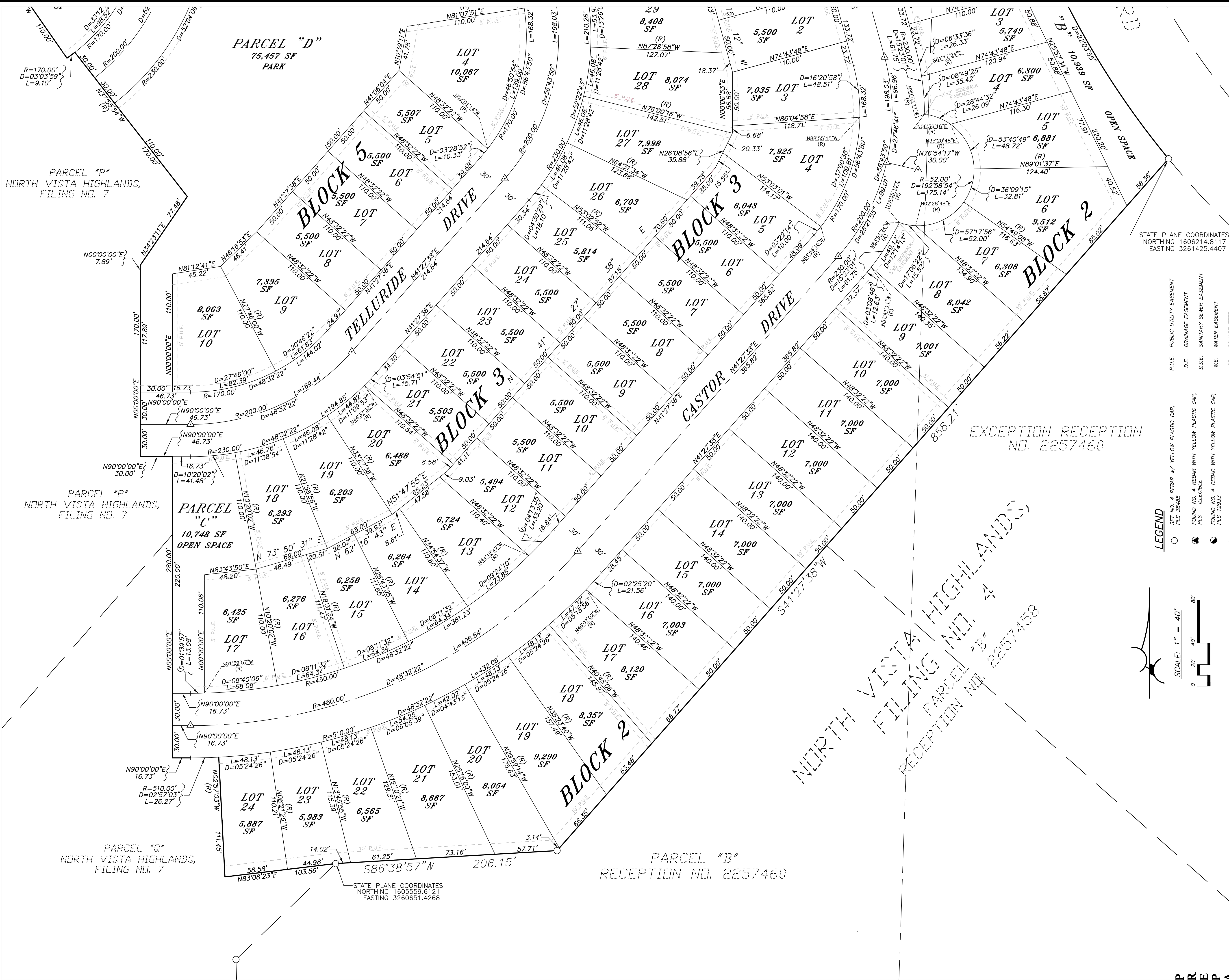
PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

JN 1700930

SHEET 3 OF 4

NORTH VISTA HIGHLANDS, FILING NO. 10

A RESUBDIVISION OF PARCELS G, O, P AND Q OF NORTH VISTA HIGHLANDS, FILING NO. 7
LOCATED IN THE NORTH 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, STATE OF COLORADO



LEGEND

- SET NO. 4 REBAR W/ YELLOW PLASTIC CAP, PLS 38485
- FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, PLS - ILLEGIBLE
- FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, PLS 12933
- ▲ FOUND MONUMENT BOX
- △ MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
- P.O.B. POINT OF BEGINNING

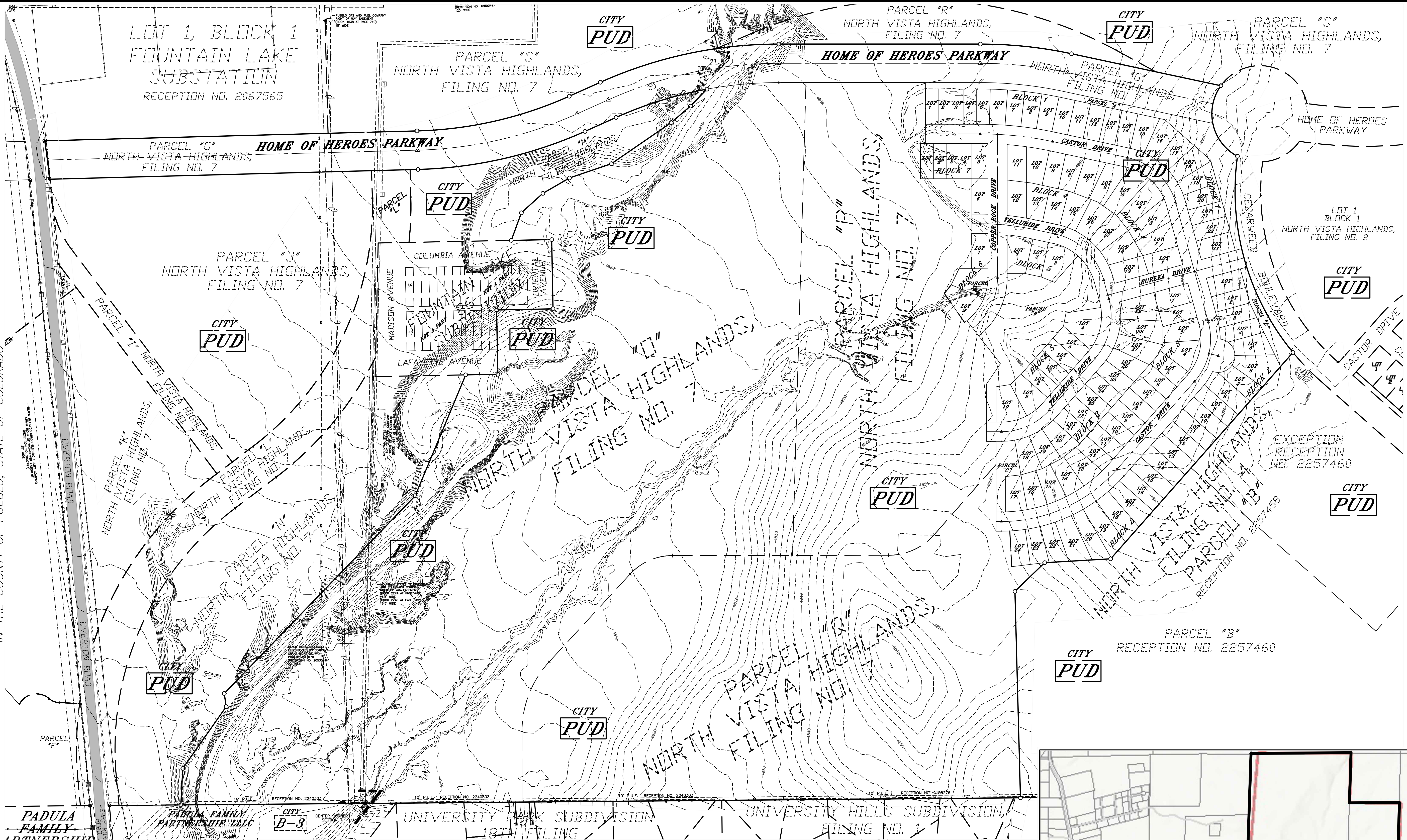
BASIS OF BEARINGS
EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
TO BEAR N. 01°25'55" E.

SCALE: 1" = 40'

EXCEPTION RECEPTION NO. 2257460

SUPPLEMENTAL MAP OF:
NORTH VISTA HIGHLANDS, FILING NO. 10

A RESUBDIVISION OF PARCELS G, O, P AND Q OF NORTH VISTA HIGHLANDS, FILING NO. 7
LOCATED IN THE NORTH 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, STATE OF COLORADO



BENCHMARK:

E 1/4 CORNER OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST,
OF THE 6TH P.M.
NAVD 88 Elevation = 5003.56

NOTES:

- 1.) FOR CORRECT LOT INFORMATION REFER TO SUBDIVISION PLAT.
- 2.) LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON PER ON-SITE UTILITY LOCATES AND UTILITY COMPANY RECORDS. ABOVE GROUND EVIDENCE OF UTILITIES SHOWN HEREON BY ACTUAL ON-SITE FIELD LOCATION COMPLETED ON (04-26-2024).

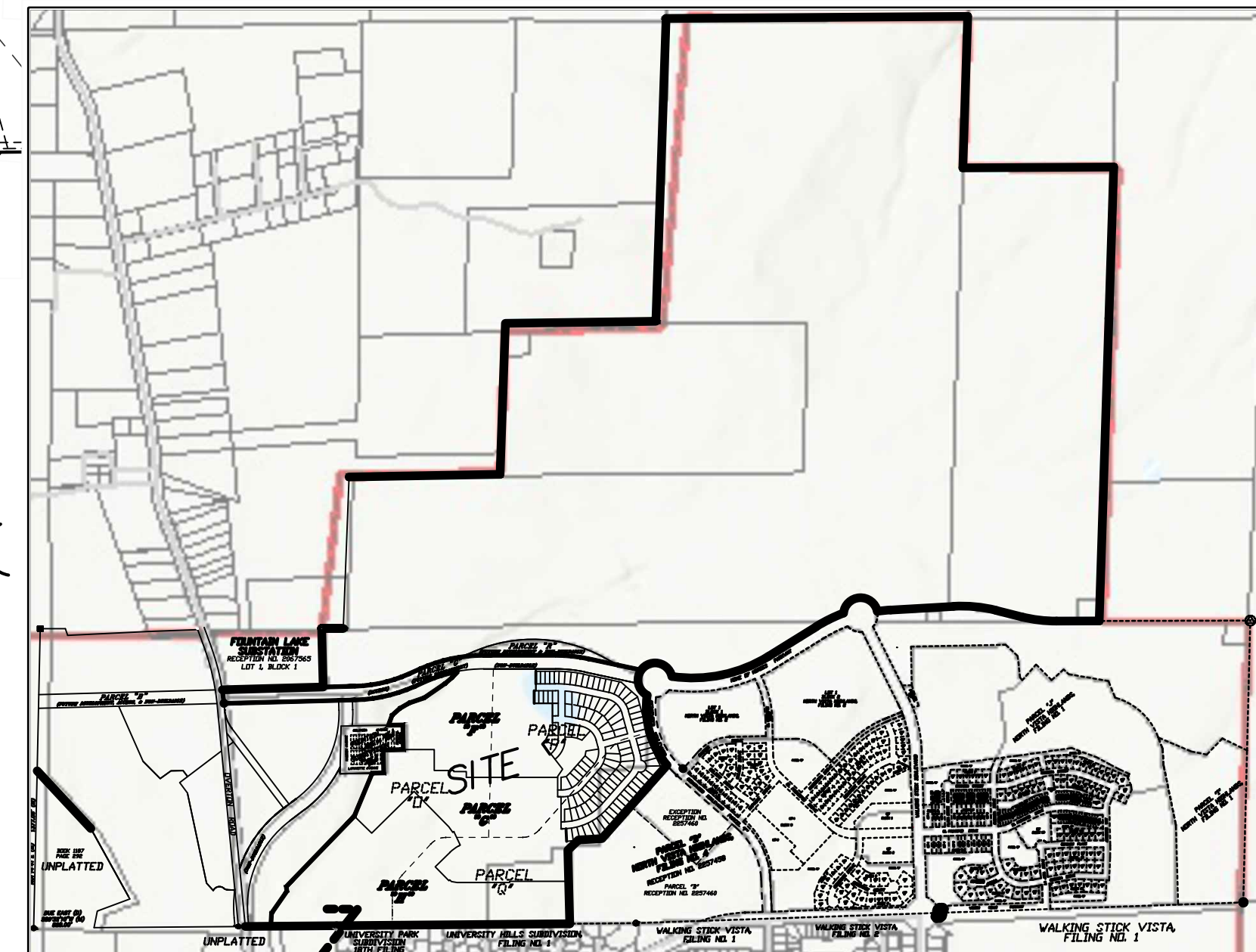
LEGEND

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- S.S.E. SANITARY SEWER EASEMENT
- W.E. WATER EASEMENT
- SF SQUARE FEET
- (R) RADIAL
- (P) PLAT
- (M) MEASURED
- R.O.W. RIGHT OF WAY

PUD A-1

- CURRENT ZONING
- GUY WIRE
- POWER POLE
- TELEPHONE PEDESTAL
- WATER VALVE
- GAS VALVE
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- WATER MANHOLE

- 4810--- EXISTING CONTOUR (5 FOOT)
- 4811--- EXISTING CONTOUR (1 FOOT)
- E--- UNDERGROUND ELECTRIC LINE
- FOL--- FIBER OPTIC LINE
- OHE--- OVERHEAD POWER LINE
- G--- GAS MAIN
- SAN--- SANITARY SEWER MAIN
- STM--- STORM SEWER MAIN
- T--- TELEPHONE LINE
- W--- WATER MAIN



VICINITY MAP
NOT TO SCALE

PREPARED BY

NORTHSTAR ENGINEERING AND SURVEYING, INC.

PREPARED UNDER THE DIRECT SUPERVISION OF
MICHAEL LEAND CUPPY, PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38485
FOR AND ON BEHALF OF NORTHSTAR ENGINEERING & SURVEYING, INC.
JN 1700930

SUBDIVIDER:
ENGINEERS AND
SURVEYORS:

NORTH VISTA PUEBLO LAND INVESTMENT LLC
A COLORADO LIMITED LIABILITY COMPANY
NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH STREET
PUEBLO, COLORADO
MAY 06, 2024

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday October 9, 2024, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

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

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

Commissioners Absent: Regina Maestri

Staff Members Present: David Wyatt, Assistant City Attorney, Beritt Odom, Principal Planner, Wade Broadhead, Senior Planner, Bart Mikitowicz, Senior Planner, Cindy Capritta, Land Use Tech. Andrew Hayes, Director of Public Works, Melanie Turner, Traffic Engineer.

Staff Members Absent: Scott Hobson, Acting Director of Planning and Community Development.

Approval of the Agenda: Bailey motioned to move Z-22-10 and S-23-07 to the November 13, 2024, meeting approve the agenda as amended, seconded by Avalos,

Motion Passed: 6-0

Public Meeting Agenda:

Public Hearings:

S-24-02 Subdivision: North Vista Highlands Filing No 10, a subdivision of 36.273 acres into single-family residential lots, open space, park, and future development parcels. 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.

Hearing: Applicants Michael Cuppy, North Star Engineering and Surveying and David Resnick, North Vista Pueblo Land Investment, LLC were sworn in and spoke in support of the application. Being sworn in and speaking in opposition were Thomas Wrona, Harvey Wade, Jacqueline Helzer, John Roth, Jeffrey Tranel, Susan Musso Neugebauer, Scott Epstein, and John Millca. Andrew Hayes, Director of Public Works and Melanie Turner, Traffic Engineer provided information and answered questions.

Commission Action: Bailey moved to recommend the application to City Council seconded by Spinuzzi.

Motion Passed: 5-1 (Avalos)



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-24-02 North Vista Highlands, Filing No. 10
S-24-03 North Vista Highlands, Filing No. 11
S-24-04 North Vista Highlands, Filing No. 12
S-24-05 North Vista Highlands, Filing No. 13

DATE: October 2, 2024

Please place the above referenced submittals on the City Council Agenda.

S-24-02

TO: City of Pueblo, Planning and Zoning Commission

FROM: Beritt Odom, Principal Planner

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

DATE: October 9, 2024

SUBJECT: North Vista Highlands, Filing No. 10

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 south of the future western extension of Home of Heroes Parkway.

EXISTING ZONE: PUD, North Vista

CONCURRENT REQUESTS: S-24-03, North Vista Highlands, Filing No. 11
S-24-04, North Vista Highlands, Filing No. 12
S-24-05 North Vista Highlands, Filing No. 13

REQUEST:

The applicant is requesting to subdivide 36.273-acres into single-family residential lots, open space, park, and future development parcels.

STAFF REVIEW AND FINDINGS:

The subject property is located west of North Vista Highlands, Filing No. 2, Subdivision. The proposed subdivision divides the property into 114 single-family residential lots, four parcels reserved for pedestrian, trail, landscape, and open space; a park parcel, and two non-buildable parcels reserved for future development. The non-buildable parcels reserved for future development will be re-subdivided into NVH Filings, 11-13. According to the PUD Development Guide all parcels will be owned, developed and maintained by the North Vista Highlands Metropolitan District, (Section 7, Parks and Open Space). Parcels A, B, C, and E are dedicated for drainage, detention, pedestrian, trail, landscaping, and public utility purposes. The applicant wishes to include 40-percent of the total area of Parcels A, B, C, and E as park dedication. The PUD allows for 40-percent dedication of improved arroyos to count towards the required park dedication, Section 7.7.3.4. The PUD Development Guide does not address landscaped trails and their relationship with the required park dedication. Staff does not oppose 40-percent of the parcel area being counted towards parks; however, there is nothing that expressly allows or prevents them from counting open space with trails and landscaping as parks. The Planning Department is requiring a trail plan to be submitted with Part I of the subdivision filing, that shows the general location of the trail improvements, irrigated trees and/or shrubs, and native seed areas; and a statement that the open space landscaping and trail improvements will be constructed prior to the 50th Certificate of Occupancy within the related development phase and or subdivision filing.

Parcel D, which is 75,457 sq. ft., is dedicated as park area and is centrally located within the 10th Filing. According to the PUD Development Guide, the park is to be developed, owned and maintained by the Metropolitan District.

The Trail and Park Plan, indicate that Park Parcel D will have a trail running east and west and another trail running north and south through the park, providing pedestrian connections between the northern portion of the subdivision to the southern portion and to North Vista Highlands, Filing No. 11. Parcel C will be developed with a north/south trail that connects to the Parcel D trail. Parcel E will be developed with an east/west trail connecting to the Parcel D trail, creating a comprehensive trail network within the four subdivision phases.

The proposed single-family residential lots meet the minimum 3,600 sq. ft. minimum area. The lots vary in size between approximately 4,400 sq. ft. and 9,512 sq. ft., with varying lot widths. The North Vista PUD requires lot widths between 36-59 feet to have 20-foot front-yard setback, lots with widths between 60-75 feet wide are required to have a 25-foot front-yard setback; and lot widths greater than 75-feet to have a 30-foot setback. All proposed subdivided blocks include varying lot widths, which will require the setbacks to vary creating an irregular appearance from the street. The PUD Development Guide requires a 40-foot buffer between North Vista development and the existing single-family residences in the University Park and Walking Stick Vista Subdivisions. The proposed Filing No. 10, subdivides, Parcel H, a non-buildable lot, reserved for future development adjacent to the University Park and Walking Stick Vista Subdivisions. Future subdivision of Parcel H must include a 40-foot buffer at the southern end of the subdivision.

The North Vista PUD Development Guide includes extensive regulations and guidance for Park dedication to ensure that 7.5 acres of park is provided for each 1,000 residents. The PUD requires the subdivider to dedicate .0075 acres of land as District Park and .015 acres as Neighborhood Park with each residential subdivision (Section 7.7.2.3, North Vista Master Plan, Planned Unit development, First Amendment). The PUD identifies Planning Areas 1, 5, and 7 as the locations for future District Park development and requires the subdivider “to clearly indicate on each plat the number of acres for each site and the total acreage proposed for each park or open space dedication within the project” (Section 7.7.3.1 North Vista Master Plan, Planned Unit development, First Amendment). North Vista Highlands, Filing No. 10 will dedicate .85 acres of District Park in Planning Area 1. The North Vista PUD does not state when the District Parks must be subdivided and developed, which carries inherent uncertainty. The proposed neighborhood park in Parcel D (1.73 acres), which will be developed with this subdivision, combined with the trail and open space parcels exceeds the required 1.7 acres of required park area.

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:	NorthStar Engineering submitted a request for modifications letter, May 6, 2024, Michael Cuppy, PE., PLS. requesting; however their request was to modify provisions of the PUD Development Guide, which is not applicable to subdivision, as allowed by Section 12-4-10 of the Pueblo Municipal Code.
--	--

Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, October 2, 2024.
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.)	- Amend the Trail and Park Plan title to include the names of the Subdivisions that are included in the plan, similar to the following: - North Vista Filings, 10, 11, 12, and 13, Trail and Park Plan

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

❑ **Site Character:**

The subject property is unimproved.

❑ **Neighborhood Compatibility:**

North	North Vista PUD, North Vista, Highlands, unimproved, unsubdivided land
East	North Vista PUD, North Vista, Highlands, Filing No. 9, A Special Area Plan. Townhomes and multifamily residences are planned within Filing No. 9. The site is currently unimproved.
South	University Hills Subdivision, Filings No.1 and 18. Developed with single-family residences.
West	North Vista PUD, unimproved North Vista Highlands, Filing No. 7 and the proposed North Vista Highlands, Filing No. 10.

❑ **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. 10, creates over 100 single-family residential lots, parcels for parks, trails, utilities, and future development. The proposed development includes provisions for trails linking residences to the neighborhood park and the surrounding neighborhoods. The proposed subdivision is consistent with the PUD Development Guide and the Pueblo Regional Comprehensive Plan.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

□ **Minimum lot size and width:**

- The proposed 114 single-family lots meet the minimum 36-foot lot width with all lots being greater than 50-feet in width.
- All lots are greater than the minimum 3,600 square feet.

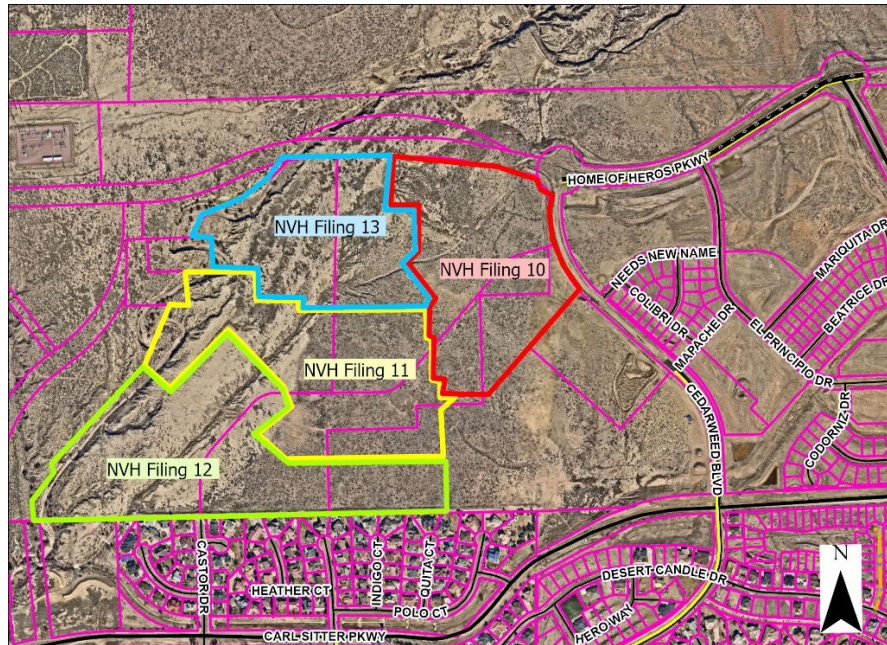
REFERRAL AGENCIES AND COMMENTS:

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

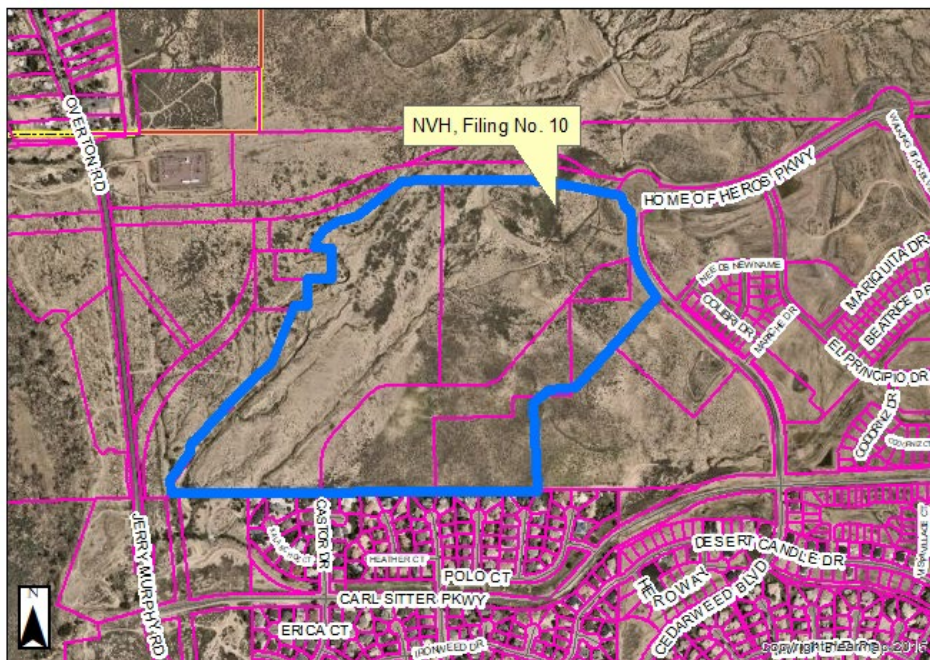
ATTACHMENTS:

- A. Aerial Photograph of NVH Filings 10-13
- B. Aerial Photograph
- C. Zoning Map
- D. Comprehensive Plan Map
- E. Site Photographs
- F. SRC Memo October 2, 2024
- G. Plat
- H. Subdivision Application

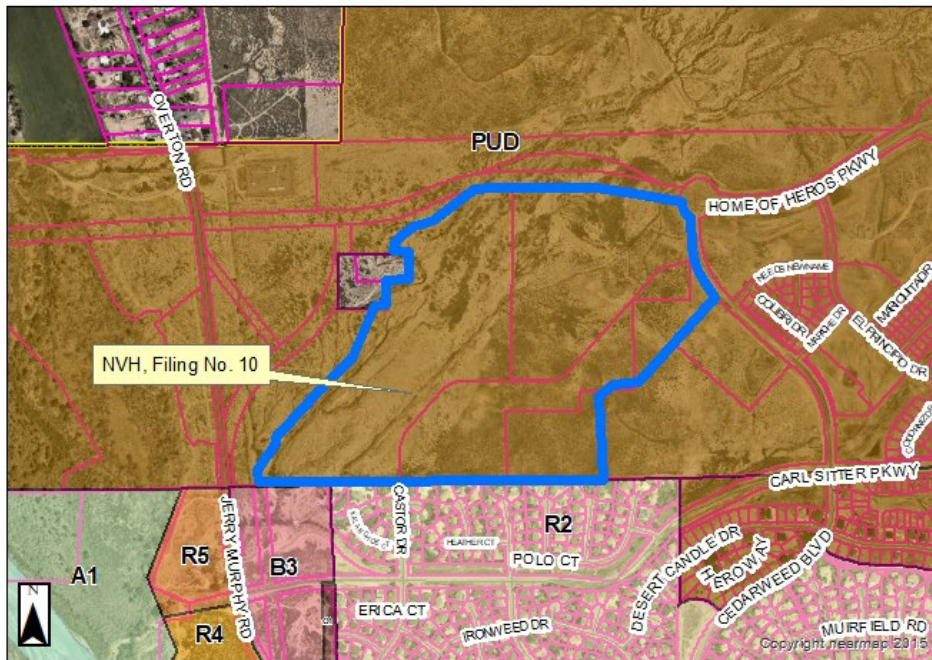
ATTACHMENTS:



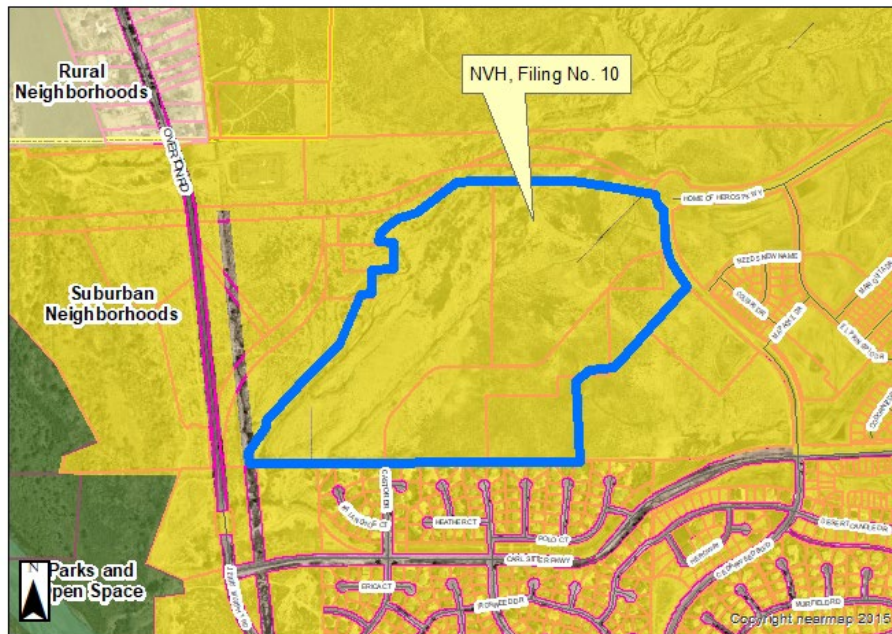
A. NVH Filing 10-13 Aerial



B. Aerial



C. Zoning Map



D. Comprehensive Plan

Attachment D. Site Photos



North Vista Highlands, Filings. 10-13, looking southwest from Home of Heros Parkway



North Vista Highlands, Filings 10-13 looking west from Home of Heros Parkway

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: October 2, 2024

Subject: S-24-02 North Vista Highlands, Filing No. 10 Subdivision

S-24-02 North Vista Highlands, Filing No. 10: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	NorthStar Engineering submitted a request for modifications letter, May 6, 2024, Michael Cuppy, PE., PLS. requesting; however their request was to modify provisions of the PUD Development Guide, which is not applicable to subdivision, as allowed by Section 12-4-10 of the Pueblo Municipal Code.
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, October 2, 2024.
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.)	- Amend the Trail and Park Plan title to include the names of the Subdivisions that are included in the plan, similar to the following: - North Vista Filings, 10, 11, 12, and 13, Trail and Park Plan

NORTH VISTA HIGHLANDS, FILING NO. 10

A RESUBDIVISION OF PARCELS G, O, P AND Q OF NORTH VISTA HIGHLANDS, FILING NO. 7
LOCATED IN THE NORTH 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, 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 Re-subdivision of Parcels "G", "O", "P" and "Q" in North Vista Highlands, Filing No. 7, according to the recorded plat thereof as filed for record on October 26, 2023 at Reception No. 2326748 in the Pueblo County Records.

Containing 126.54 acres, more or less

Have caused the foregoing described property to be surveyed, platted and subdivided into lots, blocks, 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. 10.

All of the streets, easements for drainage, detention, sidewalks, trail and all public utilities, shown hereon, are hereby dedicated to the public for perpetual use.

Parcels A, B, C and E are hereby reserved for pedestrian, trail, landscape, and open space to be owned and maintained by the owner of said parcel or any subsequent owner(s).

Parcel D is hereby reserved for park space to be owned and maintained by the owner of said parcel or any subsequent owner(s).

Parcels F, G, and H are hereby reserved for future development and are non-buildable.

Streets, curbs & gutters, and sidewalks located within ingress/egress or access easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all Lots within the subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

All of the property shown on this plat is subject to the terms and conditions defined and described in the Declaration of Covenants, dated July 13, 2021, and recorded in the Pueblo County Records at Reception No. 2234574

Drainage facilities will be required and located off-site. Requisite drainage facilities, if not existing, are to be constructed and maintained subsequent to construction of public infrastructure within this subdivision.

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 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, 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. 36485
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. _____.

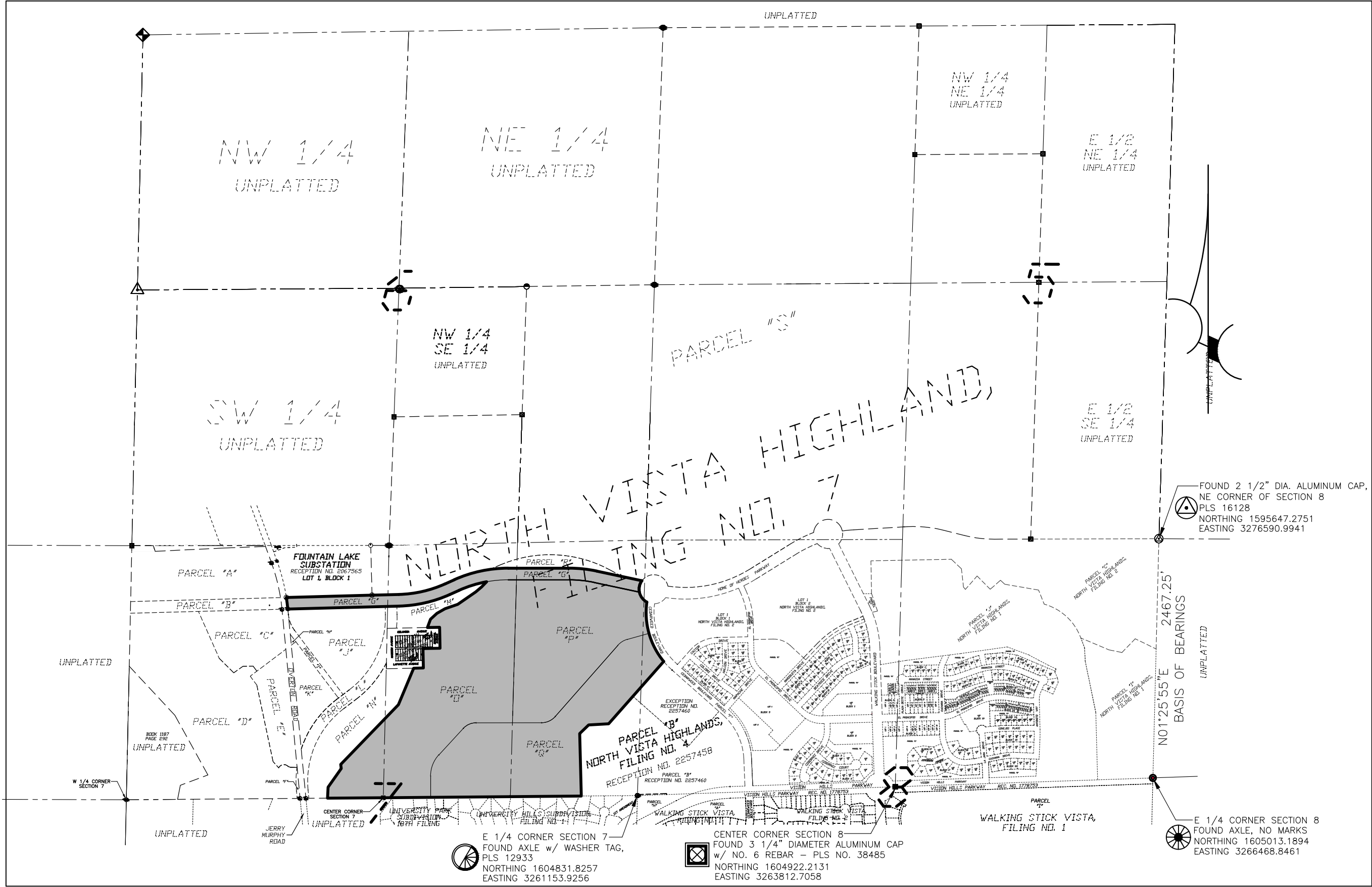
This is to certify that the plat of NORTH VISTA HIGHLANDS, FILING NO. 10 has been approved for recording in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado.

City Clerk

Date

NORTH VISTA Planned PUD Units		CURRENT NORTH VISTA PUD Park Dedication in Planning Area 2:	
Planning Area 2:	625 Units Total	North Vista Highlands, Filing No. 10:	
North Vista Highlands, Filing No. 10	(113) Units	Neighborhood/Pocket Park Dedication	
Planning Area 2 balance:	512 Units Remaining	Parcels A, B, C, and E (Open space with landscape and trail):	
		1.62 acres x 40% =	
		Parcel D (park parcel):	
		1.73 acres	
		TOTAL PARK DEDICATION:	
		2.38 acres	

North Vista Highlands PUD	Park Dedication	District Park Req.	Neighborhood Park Req.	Neighborhood Park Ded.	Open Space & Trails Ded.
Filing No.	Planning Area	Dwelling Units (D.U.)	0.0075 ac per D.U.	0.015 ac per D.U.	
1	PA-4	162	1.22 ac	2.44 ac	1.22 ac (PA-1)
3	PA-4	33	0.25 ac	0.50 ac	0.25 ac (PA-7)
5	PA-3	157	1.18 ac	2.36 ac	1.18 ac (PA-1)
9	PA-3	232	1.74 ac	3.48 ac	1.74 ac (PA-1)
10	PA-2	113	0.85 ac	1.70 ac	0.85 ac (PA-1)



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.

MONUMENTATION MAP

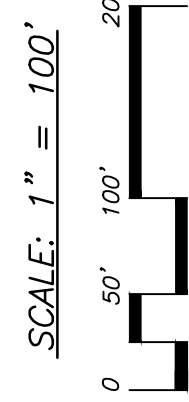
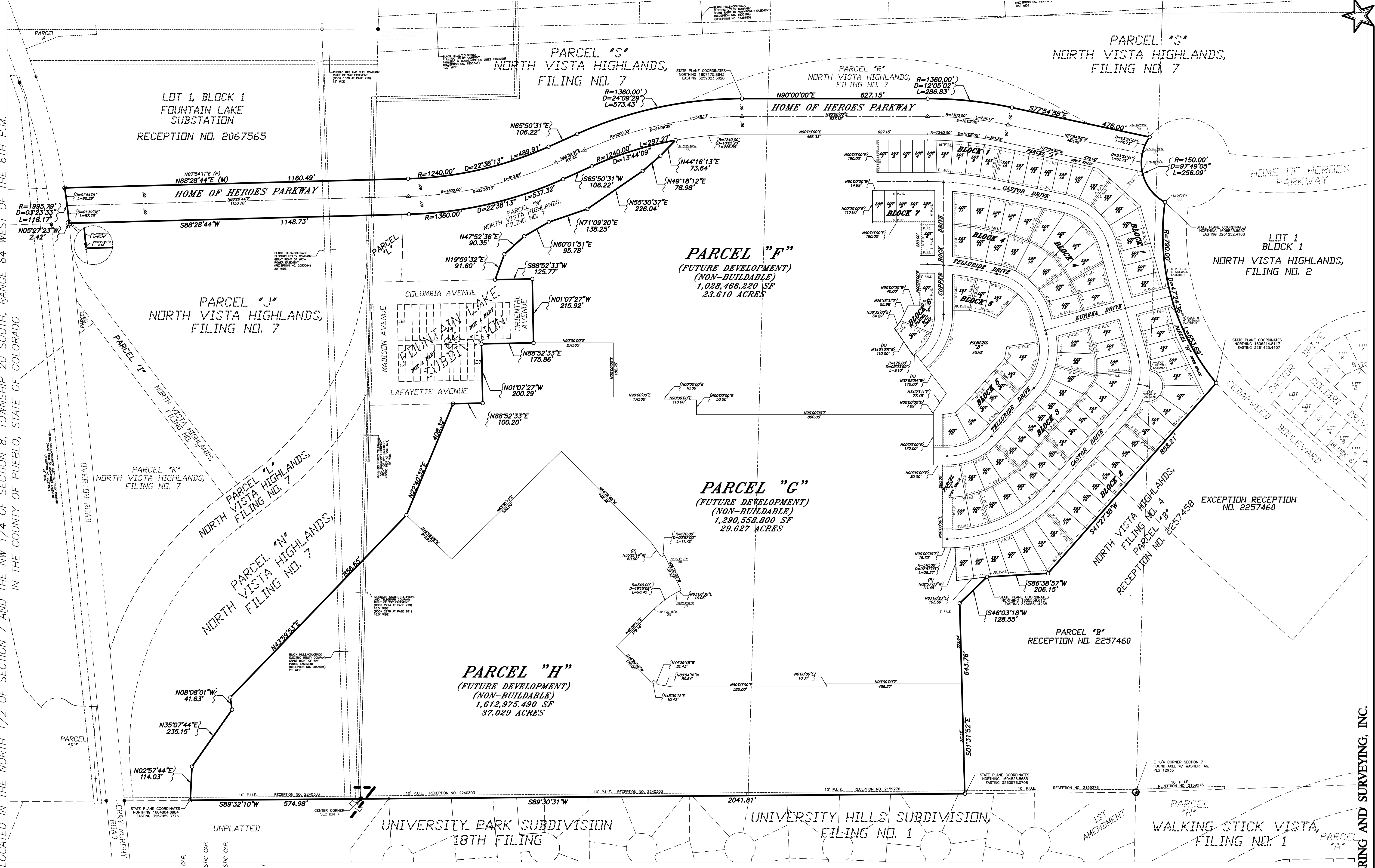
NOT TO SCALE

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

NORTH VISTA HIGHLANDS, FILING NO. 10

A RESUBDIVISION OF PARCELS G, O, P AND Q OF NORTH VISTA HIGHLANDS, FILING NO. 7

LOCATED IN THE NORTH 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, STATE OF COLORADO



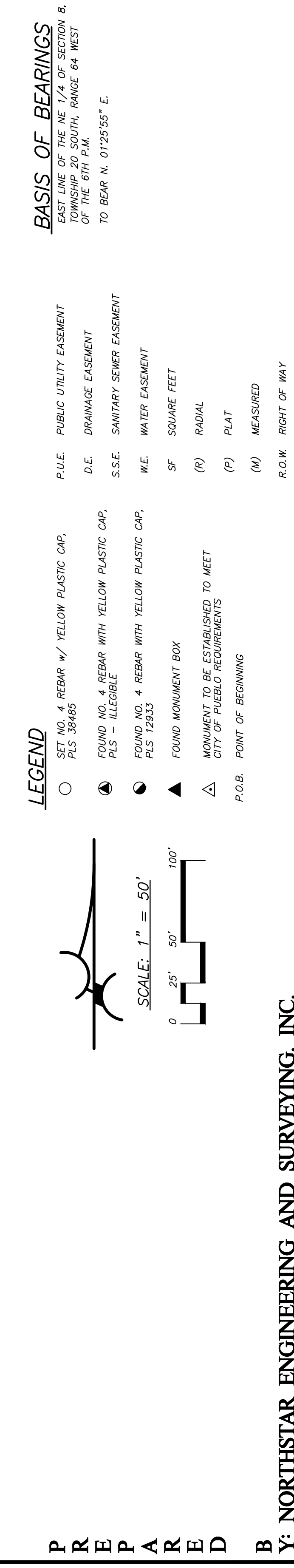
LEGEND

- SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 39485
- FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, PLS - ALLEGRE
- FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, PLS 12933
- ▲ FOUND MONUMENT BOX
- △ MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
- P.O.B. POINT OF BEGINNING
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- W.E. WATER EASEMENT
- SF SQUARE FEET
- (R) RADIAL
- (P) PLAT
- (M) MEASURED
- R.O.W. RIGHT OF WAY

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.

A RESUBDIVISION OF PARCELS G, O, P AND Q OF NORTH VISTA HIGHLANDS, FILING NO. 7 LOCATED IN THE NORTH 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, STATE OF COLORADO

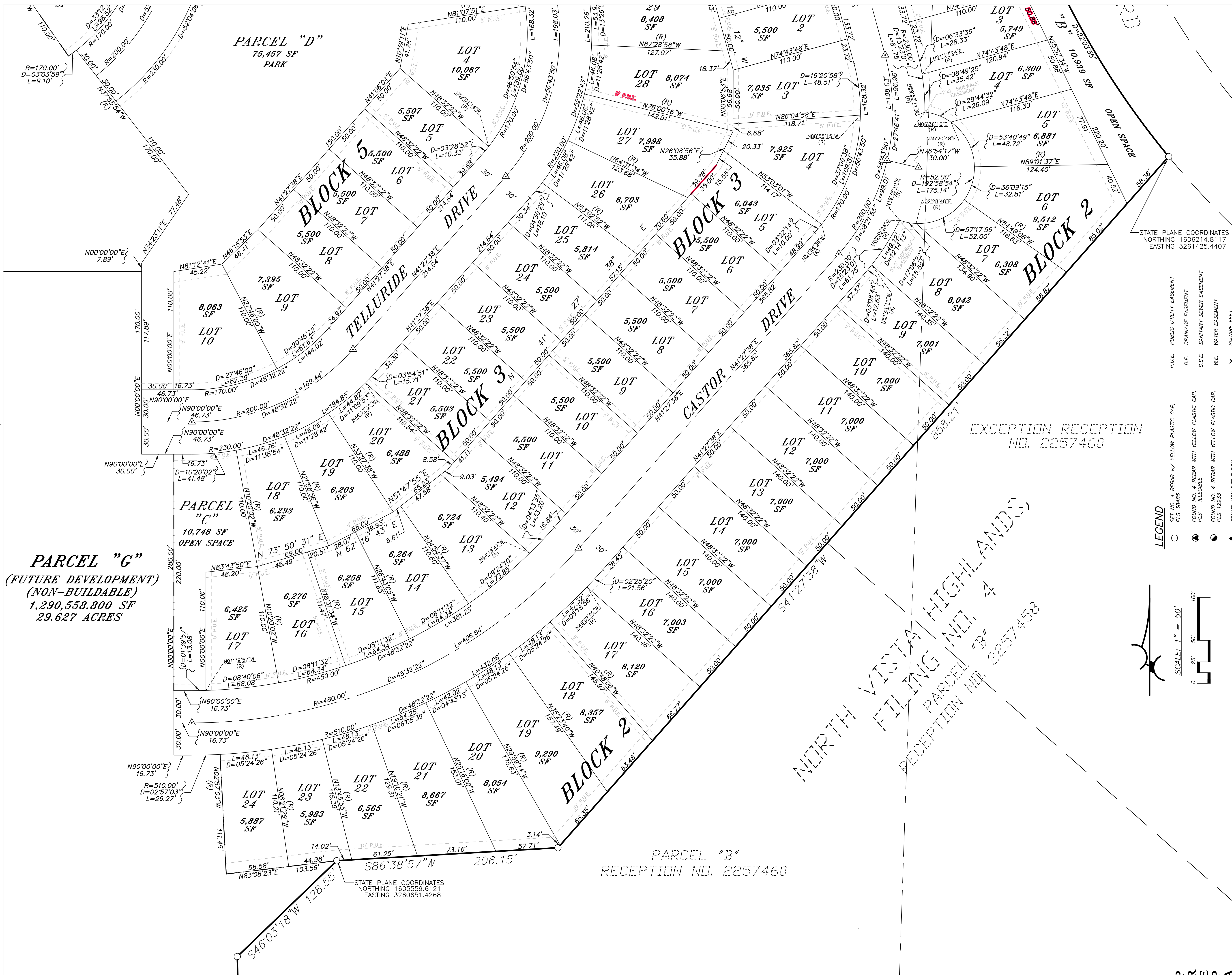


NORTH VISTA HIGHLANDS, FILING NO. 10

A RESUBDIVISION OF PARCELS G, O, P AND Q OF NORTH VISTA HIGHLANDS, FILING NO. 7
LOCATED IN THE NORTH 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, STATE OF COLORADO

PARCEL "G"
(FUTURE DEVELOPMENT)
(NON-BUILDABLE)
1,290,558.800 SF
29.627 ACRES

PARCEL "D"
75,457 SF
PARK



- LEGEND**
- SET NO. 4 REBAR W/ YELLOW PLASTIC CAP, PLS 38485
 - FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, PLS - ILLEGIBLE
 - FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, PLS 12933
 - ▲ FOUND MONUMENT BOX
 - △ MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
 - P.O.B. POINT OF BEGINNING
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 - W.E. WATER EASEMENT
 - SF SQUARE FEET
 - (R) RADIAL
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 - (M) MEASURED
 - R.O.W. RIGHT OF WAY

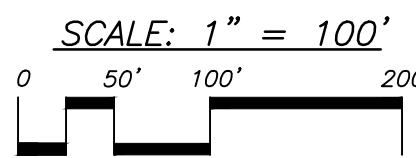
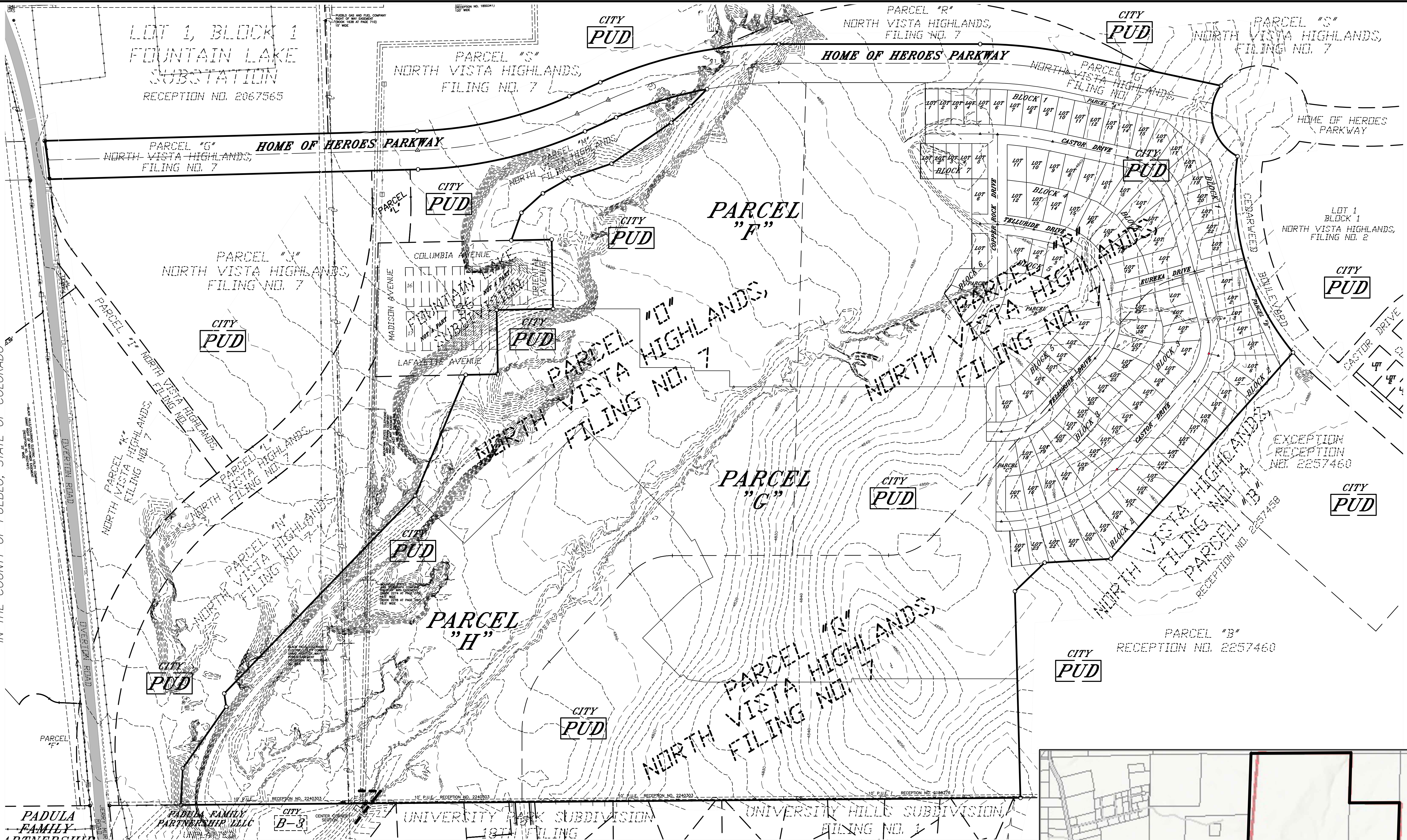
SCALE: 1" = 50'

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: NORTSTAR ENGINEERING AND SURVEYING, INC.

SUPPLEMENTAL MAP OF:
NORTH VISTA HIGHLANDS, FILING NO. 10

A RESUBDIVISION OF PARCELS G, O, P AND Q OF NORTH VISTA HIGHLANDS, FILING NO. 7
LOCATED IN THE NORTH 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, STATE OF COLORADO



BENCHMARK:

E 1/4 CORNER OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST,
OF THE 6TH P.M.
NAVD 88 Elevation = 5003.56

NOTES:

- 1.) FOR CORRECT LOT INFORMATION REFER TO SUBDIVISION PLAT.
- 2.) LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON PER ON-SITE UTILITY LOCATES AND UTILITY COMPANY RECORDS. ABOVE GROUND EVIDENCE OF UTILITIES SHOWN HEREON BY ACTUAL ON-SITE FIELD LOCATION COMPLETED ON (04-26-2024).

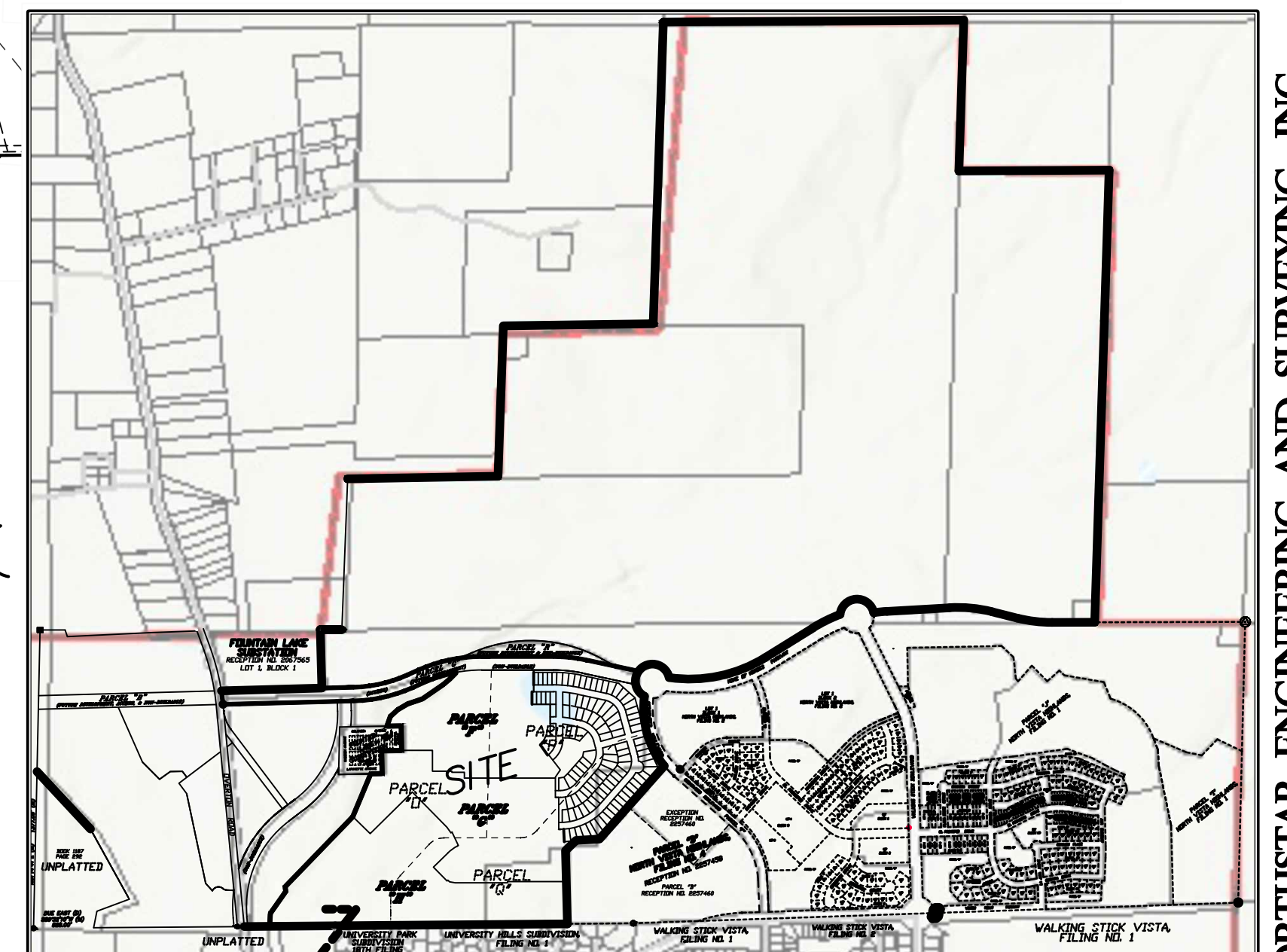
LEGEND

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- W.E. WATER EASEMENT
- SF SQUARE FEET
- (R) RADIAL
- (P) PLAT
- (M) MEASURED
- R.O.W. RIGHT OF WAY

PUD A-1

- CURRENT ZONING
- GUY WIRE
- POWER POLE
- TELEPHONE PEDESTAL
- WATER VALVE
- GAS VALVE
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- WATER MANHOLE

- 4810--- EXISTING CONTOUR (5 FOOT)
- 4811--- EXISTING CONTOUR (1 FOOT)
- E--- UNDERGROUND ELECTRIC LINE
- FOL--- FIBER OPTIC LINE
- OHE--- OVERHEAD POWER LINE
- G--- GAS MAIN
- SAN--- SANITARY SEWER MAIN
- STM--- STORM SEWER MAIN
- T--- TELEPHONE LINE
- W--- WATER MAIN



VICINITY MAP
NOT TO SCALE

PREPARED BY

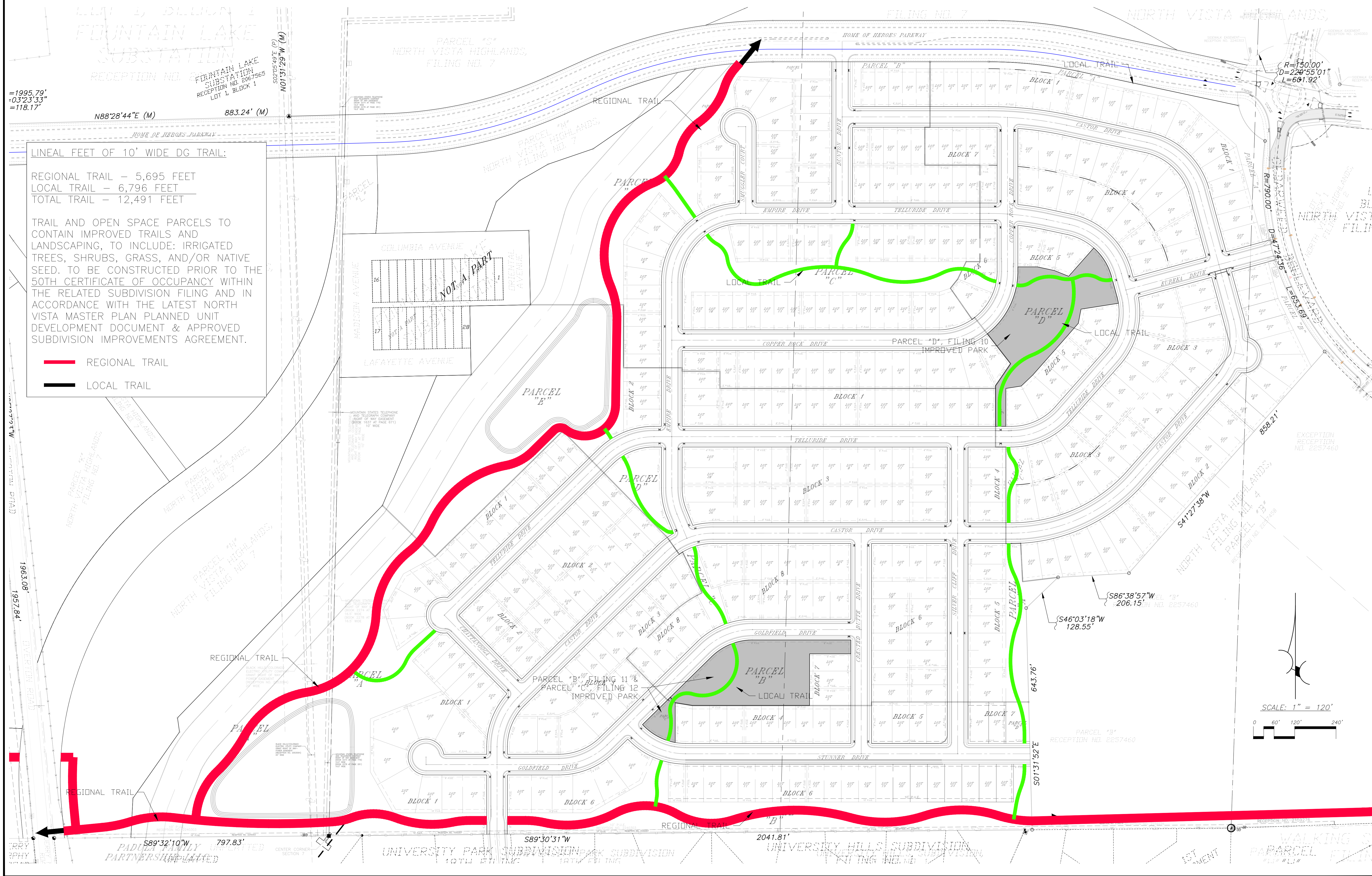
NORTHSTAR ENGINEERING AND SURVEYING, INC.

PREPARED UNDER THE DIRECT SUPERVISION OF
MICHAEL LEAND CUPPY, PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38485
FOR AND ON BEHALF OF NORTHSTAR ENGINEERING & SURVEYING, INC.
JN 1700930

SUBDIVIDER:
ENGINEERS AND
SURVEYORS:

NORTH VISTA PUEBLO LAND INVESTMENT LLC
A COLORADO LIMITED LIABILITY COMPANY
NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH STREET
PUEBLO, COLORADO
MAY 04, 2024

TRAIL AND PARK PLAN



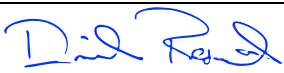
Planning & Zoning Application

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 Pl Castle Rock, CO	Zip: 80109	Address:	Zip:
	Phone: (619) 838-8855		Phone: ()	
	Email: djresnick@gmail.com		Email:	
	Engineer		Surveyor	
	Name: Michael Cuppy		Name:	
Company: NorthStar Engineering and Surveying, Inc.		Company:		
Address: 111 E. 5th St.		Zip: 81003	Address:	Zip:
Phone: (719) 544-6823		Phone: ()		
Email: mcuppy@northstar-co.com		Email:		
The applicant will be the primary contact unless otherwise noted.				
Property Info	Project Location: South of future Home of Heroes, West of Cedarweed Blvd., East of Overton Rd. (address or general description) North Vista Highlands Planning Area 2			
	Parcel No(s): 407102010, 407102011, 407102012			
	Existing Zone:		Proposed Zone (if applicable):	
	PUD Name (if applicable): North Vista Highlands			
Project Scope	Project Name: North Vista Highlands, Filing No. 10			
	☐ 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>113 Lots</u> Total acres: <u>116.37 ac</u> 8 Parcels			
	☐ 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 existing "future development" parcels into single family residential lots		
	What is the total acreage included in the project? 116.37 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: April 30, 2024
	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:

CERTIFICATION OF NOTICE GIVEN TO OWNERS OF MINERAL ESTATE

The undersigned having filed an application for development with the City of Pueblo, Colorado, which application is described as North Vista Highlands, Filing No. 10

_____ does hereby certify that (check appropriate box):

- ☒ the surface estate and mineral estate in the property which is the subject of the application for development have not been severed; or
- ☐ the surface estate and mineral estate in the property which is the subject of the application for development have been severed and the undersigned has timely given all required notices to the mineral estate owner and to the City of Pueblo in compliance with Section 24-65.5-101 et seq., C.R.S.

Signed at Pueblo, Colorado, this _____ day of April 30, 2024, _____.

APPLICANT:



North Vista Pueblo Land Investment, LLC,
Name: a Colorado Limited Liability Company

By: David Resnick

Title: Manager

REQUEST FOR DEFERRED FILINGS

As Subdivider of North Vista Highlands, Filing No. 10, the undersigned Subdivider hereby requests that the detail plans and profiles for streets, sanitary sewers, storm sewers and other drainage facilities, off site easements and covenants, if any, subdivision improvements agreement, and other documents and information which may be required by the City Staff or the Planning and Zoning Commission described in the attached Exhibit "A" (the Deferred Filings) be deferred for up to one year after the date the subdivision plat is conditionally approved by ordinance adopted by the City Council.

Subdivider understands and agrees that if a complete set of such Deferred Filings are for any reason not filed with and approved by the Director of Public Works within said one year period, or within any extended period granted by resolution of the City Council, the ordinance conditionally approving the final subdivision plat shall automatically be rescinded and repealed thirty (30) days after having received written notice of such recession and repeal.

Subdivider further understands and agrees that no final subdivision plat of a subdivision shall be recorded in the office of the Pueblo County Clerk and Recorder and no building permit shall be issued for any structure or building within this subdivision until all information, documents, drawings, profiles, and plats required by Chapter 4 of Title XII of the 1971 Code of Ordinances with respect to this subdivision, including without limitation Deferred Filings, have been timely filed and approved by the Director of Public Works.

North Vista Pueblo Land Investment, LLC,
Subdivider: a Colorado Limited Liability Company

By: 
David Resnick, Manager

Date: April 30, 2024

Accepted this _____ day of _____, _____.

Director of Public Works

EXHIBIT "A"

DEFERRED FILINGS

- ☒ Construction plans, profile and details of streets, sanitary sewers, storm sewers, drainage facilities.
- ☐ Offsite easements, on City approved forms, signed by the property owner.
- ☐ Covenants, on City approved forms, pertaining to the maintenance of sanitary sewer, storm sewer, landscaping and drainage facilities on private property, signed by the property owner.
- ☒ Subdivision improvements agreement with Exhibit "A" and "B" and addendums.
- ☒ Final drainage report including all items listed in the "Final Drainage Report Checklist".
- ☐ Environmental report (if required).
- ☐ Written approval by the Pueblo Regional Building Department of any proposed private sanitary sewer system.
- ☒ Soils report with "R" values for pavement design.
- ☐ Copy of CDOT access permit, signed by the subdivider.

STATEMENT OF AUTHORITY

Pursuant to C.R.S. §38-30-172, the undersigned hereby executes this Statement of Authority on behalf of North Vista Pueblo Land Investment, LLC,
a, Colorado Limited Liability Company, an entity other than an individual, capable of holding title to real property (the "Entity"), and states as follows:

The name of the Entity is North Vista Pueblo Land Investment, LLC,
a Colorado Limited Liability Company

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

The mailing address for the Entity is 3819 Broadview Pl, Castle Rock, CO 80109

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: David Resnick.

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

(if no limitations, insert "None")

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

(if no other matters, leave this section blank)

EXECUTED this _____ day of _____, _____.

Signature: _____

Name (typed or printed): David Resnick

Title (if any): Manager

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
_____ by David Resnick, on behalf of North Vista Pueblo Land,
Investment, LLC, a Colorado Limited Liability Company.

Witness my hand and official seal.

My commission expires: _____

[S E A L]

Notary Public

September 24, 2024

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-24-02: North Vista Filing, No. 10, Subdivision: A subdivision of 116.37-acres into single-family residential lots, open space, park, and future development parcels. 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 October 9, 2024, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO. To view the meeting by Zoom: <https://www.zoomgov.com/j/1603832441?pwd=oYGaUDZZfhYtMgcqpA7X0p2SJjWy3h.1>
Meeting ID: 160 383 2441, Passcode: 911780, Telephone: 1 669 254 5252 US (San Jose). You are welcome to attend this public hearing, in person, to 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

September 24, 2024

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Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

CASE NUMBER: S-24-02

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 10 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.

September 24, 2024

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo_____

Owner	OwnerStree	OwnerCity	OwnerSt:	OwnerZip
MCCLUNG STEPHANIE DRAKE	1 VINCA CT	PUEBLO	CO	81008-1923
COLALANCIA DONATO/COLALANCIA ANNA	1007 W ORMAN AVE	PUEBLO	CO	81004-1431
BISHOP OF PUEBLO	101 N GREENWOOD ST	PUEBLO	CO	81003-3164
STARICA STELLA/ STARICA SHARON	13154 FABERGE PL	PALM BEACH GARDENS	FL	33418-5610
JAGUNICH THOMAS P/JAGUNICH ANITA	2 KALANCHOE CT	PUEBLO	CO	81008-1925
N V H PHASE 2A LLC	2124 WAKE FOREST CT	COLORADO SPRINGS	CO	80918-7922
SKELLY ELIZABETH ELLEN/LLOYD EMIL	287 S LA GRANGE CIR	PUEBLO WEST	CO	81007-3169
COFFMAN MATTHEW W/COFFMAN MARYBET	33 HEATHER CT	PUEBLO	CO	81001-1057
PUEBLO HEIGHTS LLC	3819 BROADVIEW PL	CASTLE ROCK	CO	80109-4507
NORTH VISTA PUEBLO LAND INVESTMENT	3819 BROADVIEW PL	CASTLE ROCK	CO	80109-4507
HURD MARK D/HURD KATHY A	3901 OUTLOOK BLVD STE C	PUEBLO	CO	81008-1696
DORR DANA / DORR VALERIE	4 KALANCHOE CT	PUEBLO	CO	81008-1925
TRANEL JEFFREY E/TRANEL VANESSA L	4 VINCA CT	PUEBLO	CO	81008-1923
PADULA FAMILY PARTNERSHIP LLLP	4202 ST ANDREWS DR	PUEBLO	CO	81001-1168
N V H PHASE 3 LLC	4408 TURNBERRY CRESCENT	PUEBLO	CO	81001-1162
NORTH VISTA HIGHLANDS METROPOLITAN	4725 S. MONACO DR. SUITE 360	DENVER	CO	80237
CARTER BARTON P/RIGGIO CARTER STA	4804 CEDARWEED BLVD	PUEBLO	CO	81001-1000
PUGH DRUCILLA N	4804 JASMINE CT	PUEBLO	CO	81001-1047
SINGH TEJINDER/GILL SHELLEY	4805 INDIGO CT	PUEBLO	CO	81001-1056
SIMONICH MATTHEW P/SIMONICH LISA	4805 JASMINE CT	PUEBLO	CO	81001-1054
CARTER STEPHANIE	4806 CEDARWEED BLVD	PUEBLO	CO	81001-1000
TRUJILLO BRIAN/WARE SONDRRA	4806 INDIGO CT	PUEBLO	CO	81001-1055
RESIDENT	4806 JASMINE CT	PUEBLO	CO	81001-1047
KOUCHNERKAVICH THOMAS A/KOUCHNERKA	4807 CASTOR DR	PUEBLO	CO	81008-1924

AZAR CAMILLE	4807 CEDARWEED BLVD	PUEBLO	CO	81001-1013
WHITE JOHN TODD	4807 INDIGO CT	PUEBLO	CO	81001-1056
JOYCE DAVID J/SKEWES ELIZABETH B	4807 JASMINE CT	PUEBLO	CO	81001-1054
HODAPP MARK S/HODAPP CAMILLE D	4807 POLO CT	PUEBLO	CO	81001-1059
FINEGOLD DAVID/FINEGOLD JILL	4807 QUITA CT	PUEBLO	CO	81001-1072
STECKLEIN MELISSA/STECKLEIN SEAN	4808 CEDARWEED BLVD	PUEBLO	CO	81001-1000
GILLISPIE KRISTINA P / GILLISPIE	4808 INDIGO CT	PUEBLO	CO	81001-1055
HELZER DOUGLAS M/HELZER JACQUELIN	4808 JASMINE CT	PUEBLO	CO	81001-1047
ROQUE THOMAS A/ROQUE VERONICA M	4808 QUITA CT	PUEBLO	CO	81001-1072
GONZALES DUANE/JONES LILLIAN M	4809 CASTOR DR	PUEBLO	CO	81008-1924
WRONA THOMAS C/WRONA TERRI R	4809 CEDARWEED BLVD	PUEBLO	CO	81001-1013
HALL GARY WILLIAM/HALL NANCY RICK	4809 INDIGO CT	PUEBLO	CO	81001-1056
ZERGER STEVEN C + LINDQUIST KAREN L	4809 JASMINE CT	PUEBLO	CO	81001-1054
YAKLICH FRANK J/YAKLICH CONSTANCE	4809 POLO CT	PUEBLO	CO	81001-1059
PEARL EDWARD N/PEARL RUTH ANN	4809 QUITA CT	PUEBLO	CO	81001-1072
BENFATTI JAMES JOSEPH / HUSBAND N	4810 CASTOR DR	PUEBLO	CO	81008-1911
BERRY ERIC/BERRY LAURIE FAMILY TR	4810 CEDARWEED BLVD	PUEBLO	CO	81001-1000
KESSLER CHARLES W	4810 INDIGO CT	PUEBLO	CO	81001-1055
MAGEE MICHAEL W II / MAGEE MELANI	4810 JASMINE CT	PUEBLO	CO	81001-1047
TOP LAND INVESTMENT LLC	4810 POLO CT	PUEBLO	CO	81001-1071
MAL LIVING TRUST	4810 QUITA CT	PUEBLO	CO	81001-1072
NEUGEBAUER MELVIN/NEUGEBAUER SUSA	4811 CASTOR DR	PUEBLO	CO	81008-1924
GAIDE THOMAS K/GAIDE DEBRA SUE	4811 CEDARWEED BLVD	PUEBLO	CO	81001-1013
PERSHIN KELLI S + CHRISTOPHER J	4811 INDIGO CT	PUEBLO	CO	81001-1056

WILLIAMS MARC A LIVING TRUST DATED	4811 POLO CT	PUEBLO	CO	81001-1059
ARCHULETA JARED J	4812 POLO CT	PUEBLO	CO	81001-1071
MEYER SHIRLEY	4813 POLO CT	PUEBLO	CO	81001-1059
BECK JIMMY K/BECK JEANETTE K	4813 QUITA CT	PUEBLO	CO	81001-1072
PADULA MILLEA JULIANA M/MILLEA JO	5 KALANCHOE CT	PUEBLO	CO	81008-1925
PADULA BRAD/PADULA KRISTIL K	7 KALANCHOE CT	PUEBLO	CO	81008-1925
BRICE CLIFFORD V III/BRICE SANDRA	7 WALLFLOWER CT	PUEBLO	CO	81001-1118



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING THE NORTH VISTA HIGHLANDS,
FILING NO. 11 SUBDIVISION

SUMMARY:

The applicant is requesting to subdivide 29.641 acres generally located west of North Vista Highlands Filing 7 subdivision and south of the future western extension of Home of Heroes Parkway, into 105 lots for single-family residences, open space, parks, and future development.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting approval of the following subdivisions: S-24-02 NVH Filing No.10, S-24-04 NVH Filing No.12, and S-24-05 NVH Filing No.13

BACKGROUND:

The subject property is located west of North Vista Highlands, Filing No. 7, Subdivision and south of the future western extension of Home of Heroes Parkway. The proposed subdivision is centrally located around the concurrently proposed North Vista Highlands (NVH) Filings 10, 11, 12, and 13. Filing 11, contains 105 residential lots with widths between 40' and 60' and areas between 4,400 and 9,600 square feet. Parcels "A", "C", "D", and "E" are reserved for pedestrian, trail, landscape, drainage and open space. Parcel B is reserved for a park parcel. The North Vista PUD requires lot widths between 36-59 feet to have 20-foot front-yard setbacks, lots with widths between 60-75 feet wide to have a 25-foot front-yard setback, and lot widths greater than 75-feet to have a 30-foot setback. All proposed subdivided blocks include varying lot widths, which will require the setbacks to vary, thus creating an irregular appearance from the street. All lots meet the minimum width and area requirements of the PUD. The North Vista PUD Development Guide includes extensive regulations and guidance for Park dedication to ensure that 7.5 acres of park is provided for each 1,000 residents. The PUD requires the subdivider to dedicate .0075 acres of land as District Park and .015 acres as Neighborhood Park with each residential subdivision (Section 7.7.2.3, North Vista

Master Plan, Planned Unit development, First Amendment). The subdivision plat includes 1.53 acres of Neighborhood Park and the remaining 0.05 acres of park dedication will be provided through open space area. The park and open space parcels exceeds the 1.58 acres of required park area.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their October 9, 2024 Regular Meeting, voted 5-1 to recommend approval. Commissioner Avalos dissenting, Commissioner Maestri 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-24-03 NVH No. 11 Complete Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING THE NORTH VISTA HIGHLANDS, FILING NO. 11 SUBDIVISION

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

SECTION 1.

The final plat of the North Vista Highlands, Filing No.11 Subdivision, being a subdivision of land legally described as:

A portion of Parcels "O", "P", and "Q", in North Vista Highlands, Filing No. 7, according to the recorded plat thereof as filed for record on October 26, 2023 at Reception No. 2326748 in the Pueblo County Records and being more particularly described as follows:

Considering the east line of the northeast $\frac{1}{4}$ of Section 8, Township 20 South, Range 64 West of the 6th Principal Meridian to bear N. $01^{\circ}25'55''$ E. monumented on the south end with a found axle and the north end with a 2- $\frac{1}{2}$ " aluminum cap stamped with PLS. No. 16128, and all bearings contained herein being relative thereto.

Beginning on the eastern boundary of Parcel "Q" in North Vista Highlands, Filing No. 7, said point also being on the northwest boundary of Parcel "B", in North Vista Highlands, Filing No. 4 according to the plat thereof as filed for record on December 21, 2021 at Reception No. 2257458 in the Pueblo County Records; thence $S46^{\circ}03'18''W$ along the boundary of said Parcels "Q" and "B", a distance of 128.55 feet; thence $S01^{\circ}31'52''E$, a distance of 272.64 feet to a point on the boundary of said Parcels "Q" and "B"; thence $N90^{\circ}00'00''W$, a distance of 456.27 feet; thence $S00^{\circ}00'00''E$, a distance of 10.31 feet; thence $N90^{\circ}00'00''W$, a distance of 520.00 feet; thence $N80^{\circ}54'16''W$, a distance of 50.64 feet; thence $N44^{\circ}29'48''W$, a distance of 21.43 feet; thence $S45^{\circ}30'12''W$, a distance of 10.42 feet; thence $N44^{\circ}29'48''W$, a distance of 170.00 feet; thence $N45^{\circ}30'12''E$, a distance of 179.18 feet; thence along the arc of a curve to the right whose radius is 340.00 feet, a distance of 96.45 feet; thence $N63^{\circ}06'30''E$, a distance of 16.05 feet; thence $N25^{\circ}32'22''W$, a distance of 131.13 feet; thence along the arc of a curve to the left whose radius is 170.00 feet and whose center bears $S31^{\circ}24'12''E$, a distance of 11.72 feet; thence $N35^{\circ}21'14''W$, a distance of 60.00 feet; thence $N44^{\circ}29'48''W$, a distance of 432.92 feet; thence $S45^{\circ}30'12''W$, a distance of 520.00 feet; thence $N45^{\circ}48'58''W$, a distance of 212.92 feet to a point on the eastern boundary of Parcel "N", in North Vista Highlands, Filing No. 7; thence $N22^{\circ}40'32''E$ along the eastern boundary of said Parcel "N", a distance of 408.32 feet; thence $N88^{\circ}52'33''E$, a distance of 100.20 feet; thence $N01^{\circ}07'27''W$, a distance of 200.29 feet; thence $N88^{\circ}52'33''E$, a distance of 175.86 feet; thence $N90^{\circ}00'00''E$, a distance of 270.65 feet; thence $S00^{\circ}00'00''E$, a distance of 182.75 feet; thence $N90^{\circ}00'00''E$, a distance of 170.00 feet; thence $S00^{\circ}00'00''E$, a distance of 10.00 feet; thence $N90^{\circ}00'00''E$, a distance of 110.00 feet; thence $S00^{\circ}00'00''E$, a distance of 50.00 feet; thence $N90^{\circ}00'00''E$, a distance of 800.00 feet; thence $S00^{\circ}00'00''E$, a distance of 170.00 feet; thence $N90^{\circ}00'00''E$, a distance of 30.00 feet; thence $S00^{\circ}00'00''E$, a distance of 280.00 feet; thence $N90^{\circ}00'00''E$, a distance of 16.73 feet; thence along the arc of a curve to the left whose radius is 510.00 feet, a distance of 26.27 feet; thence $S02^{\circ}57'03''E$, a distance of 111.45 feet; thence $N83^{\circ}08'23''E$, a distance of 103.56 feet to the Point of Beginning;

Containing 29.641 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 October 15, 2024.

Final adoption of Ordinance by City Council on October 28, 2024.

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

NORTH VISTA HIGHLANDS, FILING NO. 11

A RESUBDIVISION OF PARCEL G OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE NE 1/4 OF SECTION 7, 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 portion of Parcels "Q", "P", and "O", in North Vista Highlands, Filing No. 7, according to the recorded plat thereof as filed for record on October 26, 2023 at Reception No. 2326748 in the Pueblo County Records and being more particularly described as follows:

Considering the east line of the northeast 1/4 of Section 8, Township 20 South, Range 64 West of the 6th Principal Meridian to bear N. 01°25'55" E. monumented on the south end with a found axle and the north end with a 2-1/2" aluminum cap stamped with PLS No. 16128, and all bearings contained herein being relative thereto.

Beginning on the eastern boundary of Parcel "Q" in North Vista Highlands, Filing No. 7, said point also being on the northwest boundary of Parcel "B", in North Vista Highlands, Filing No. 4 according to the plat thereof as filed for record on December 21, 2021 at Reception No. 2257458 in the Pueblo County Records; thence S46°31'18"W along the boundary of said Parcels "Q" and "B"; a distance of 128.55 feet; thence S01°31'52"E, a distance of 272.64 feet to a point on the boundary of said Parcels "Q" and "B"; thence N90°00'00"W, a distance of 456.27 feet; thence S00°00'00"E, a distance of 10.31 feet; thence N90°00'00"W, a distance of 520.00 feet; thence N80°54'16"W, a distance of 50.64 feet; thence N44°29'48"W, a distance of 21.43 feet; thence S45°30'12"W, a distance of 10.42 feet; thence N44°29'48"W, a distance of 170.00 feet; thence N45°30'12"E, a distance of 179.18 feet; thence along the arc of a curve to the right whose radius is 340.00 feet, a distance of 96.45 feet; thence N63°06'30"E, a distance of 16.05 feet; thence N25°32'22"W, a distance of 131.13 feet; thence along the arc of a curve to the left whose radius is 170.00 feet and whose center bears S31°24'12"E, a distance of 11.72 feet; thence N35°21'14"W, a distance of 60.00 feet; thence N44°29'48"W, a distance of 432.92 feet; thence S45°30'12"W, a distance of 520.00 feet; thence N45°48'58"W, a distance of 212.92 feet to a point on the eastern boundary of Parcel "N", in North Vista Highlands, Filing No. 7; thence N22°40'32"E along the eastern boundary of said Parcel "N"; a distance of 408.32 feet; thence N88°52'33"E, a distance of 100.20 feet; thence N01°07'27"W, a distance of 200.29 feet; thence N88°52'33"E, a distance of 175.86 feet; thence N90°00'00"E, a distance of 270.65 feet; thence S00°00'00"E, a distance of 182.75 feet; thence N90°00'00"E, a distance of 170.00 feet; thence S00°00'00"E, a distance of 10.00 feet; thence N90°00'00"E, a distance of 110.00 feet; thence S00°00'00"E, a distance of 50.00 feet; thence N90°00'00"E, a distance of 800.00 feet; thence S00°00'00"E, a distance of 170.00 feet; thence N90°00'00"E, a distance of 30.00 feet; thence S00°00'00"E, a distance of 280.00 feet; thence N90°00'00"E, a distance of 16.73 feet; thence along the arc of a curve to the left whose radius is 510.00 feet, a distance of 26.27 feet; thence S02°57'03"E, a distance of 111.45 feet; thence N83°08'23"E, a distance of 103.56 feet to the Point of Beginning;

Containing 29.641 acres, more or less

Have caused the foregoing described property to be surveyed, platted and subdivided into lots, blocks, 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. 11.

All of the streets, easements for drainage, detention, sidewalks, trail and all public utilities, shown hereon, are hereby dedicated to the public for perpetual use.

Parcels A, B, C and D are hereby reserved for pedestrian, trail, landscape, and open space to be owned and maintained by the owner of said parcel or any subsequent owner(s).

Parcel E is hereby reserved for drainage, detention, and open space to be owned and maintained by the owner of said parcel, subject to the terms and conditions of the Stormwater Facility Maintenance Agreement referenced hereon. Parcel E in its entirety, is hereby dedicated to the City as a drainage easement.

Drainage facilities located within drainage or detention easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owner(s) of the lots or parcels upon which the easements are located. The City of Pueblo is hereby granted the right but not the obligation in its discretion to maintain, repair, or replace the drainage facilities within such easements and to recover the costs thereof, plus administrative expenses from said owner(s). All drainage easements shall be further subject to the Stormwater Facility Maintenance Agreement dated _____ and filed contemporaneously with the annexed plat.

Streets, curbs & gutters, and sidewalks located within ingress/egress or access easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all Lots within the subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

All of the property shown on this plat is subject to the terms and conditions defined and described in the Declaration of Covenants, dated July 13, 2021, and recorded in the Pueblo County Records at Reception No. 2234574.

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 118 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. 11 has been approved for recording in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado.

City Clerk

Date

NORTH VISTA Planned PUD Units Planning Area 2:		625 Units Total	CURRENT NORTH VISTA PUD Park Dedication in Planning Area 2:	
North Vista Highlands, Filing No. 10		(113) Units	North Vista Highlands, Filing No. 11:	
North Vista Highlands, Filing No. 11		(105) Units	Neighborhood/Pocket Park Dedication	
Planning Area 2 balance:		407 Units Remaining	Parcels A, C, D, and E (Open space with landscape and trail):	
			8.24 acres x 40% =	
			Parcel B (park parcel):	
			1.53 acres	
			TOTAL PARK DEDICATION:	
			4.83 acres	

North Vista Highlands PUD Park Dedication						
Filing No.	Planning Area	Dwelling Units (D.U.)	District Park Req. 0.0075 ac per D.U.	Neighborhood Park Req. 0.015 ac per D.U.	District Park Ded.	Neighborhood Park Ded.
1	PA-4	162	1.22 ac	2.44 ac	1.22 ac (PA-1)	4.46 ac
3	PA-4	33	0.25 ac	0.50 ac	0.25 ac (PA-7)	-
5	PA-3	157	1.18 ac	2.36 ac	1.18 ac (PA-1)	3.50 ac
9	PA-3	232	1.74 ac	3.48 ac	1.74 ac (PA-1)	0.83 ac
10	PA-2	113	0.85 ac	1.70 ac	0.85 ac (PA-1)	1.73 ac
11	PA-2	105	0.79 ac	1.58 ac	0.79 ac (PA-1)	1.53 ac

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:

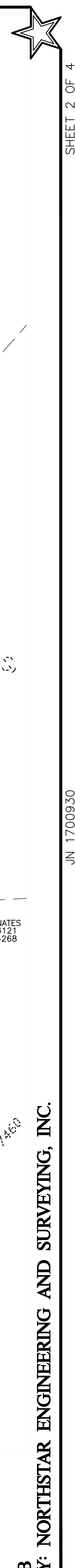
EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
TO BEAR N. 01°25'55" E.

MONUMENTATION MAP

NOT TO SCALE

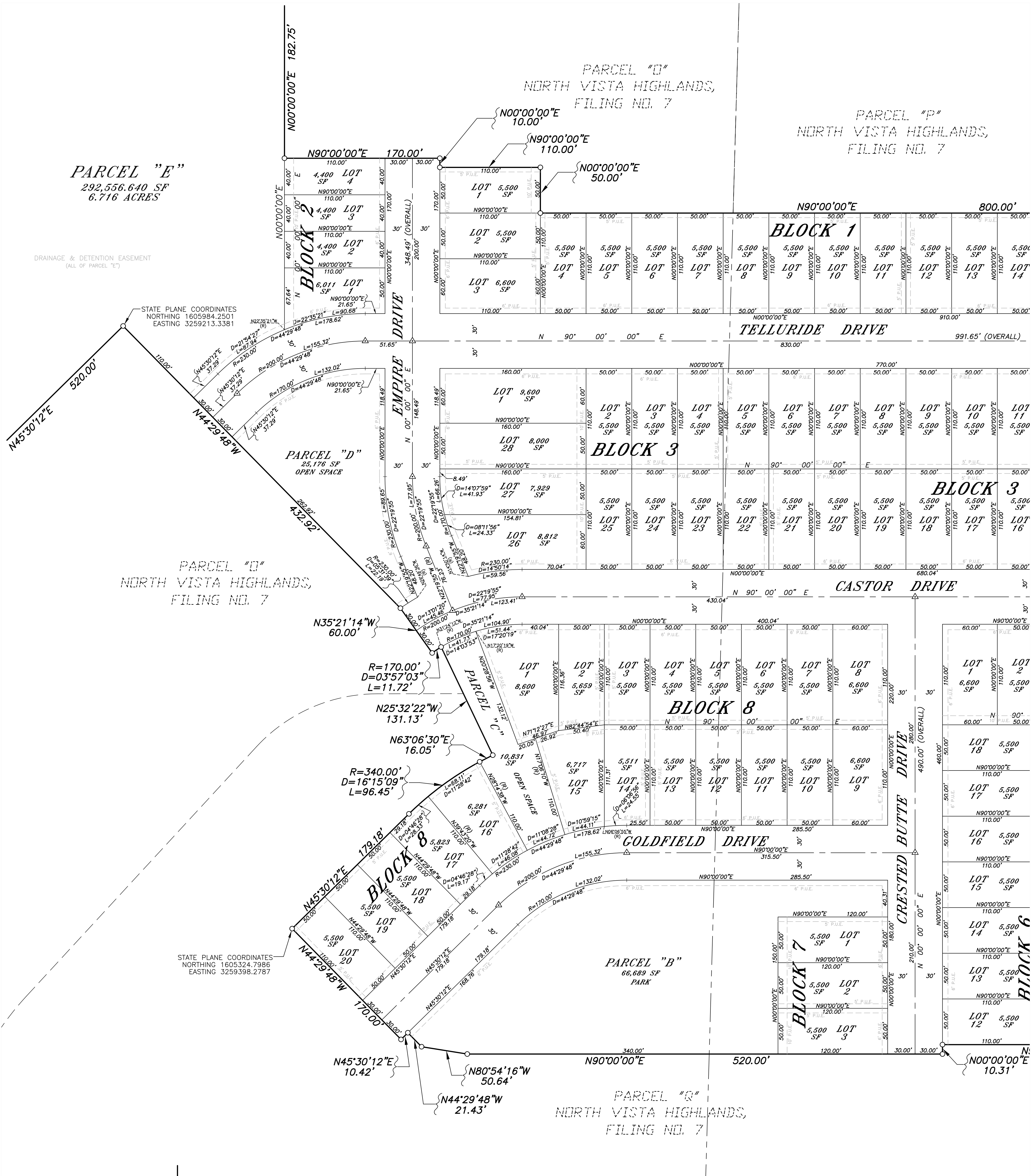
PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

A RESUBDIVISION OF PARCEL G OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE NE 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



NORTH VISTA HIGHLANDS, FILING NO. 11

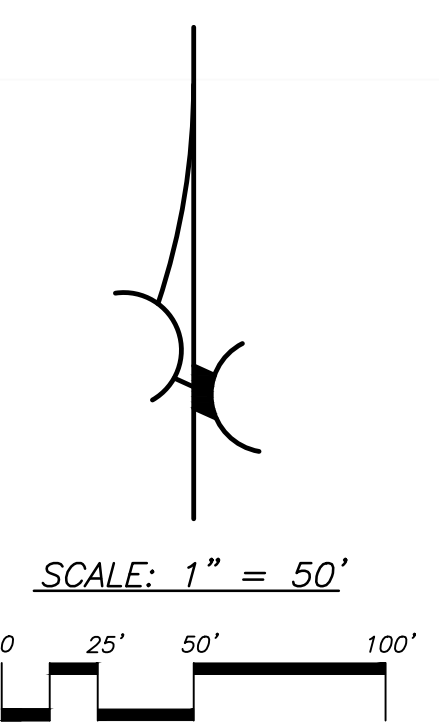
A RESUBDIVISION OF PARCEL G OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE NE 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



LEGEND

- SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS. 38485
- ▲ FOUND MONUMENT BOX
- △ MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
- P.O.B. POINT OF BEGINNING
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- W.E. WATER EASEMENT
- SF SQUARE FEET
- (R) RADIAL
- (P) PLAT
- (M) MEASURED
- R.O.W. RIGHT OF WAY

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.

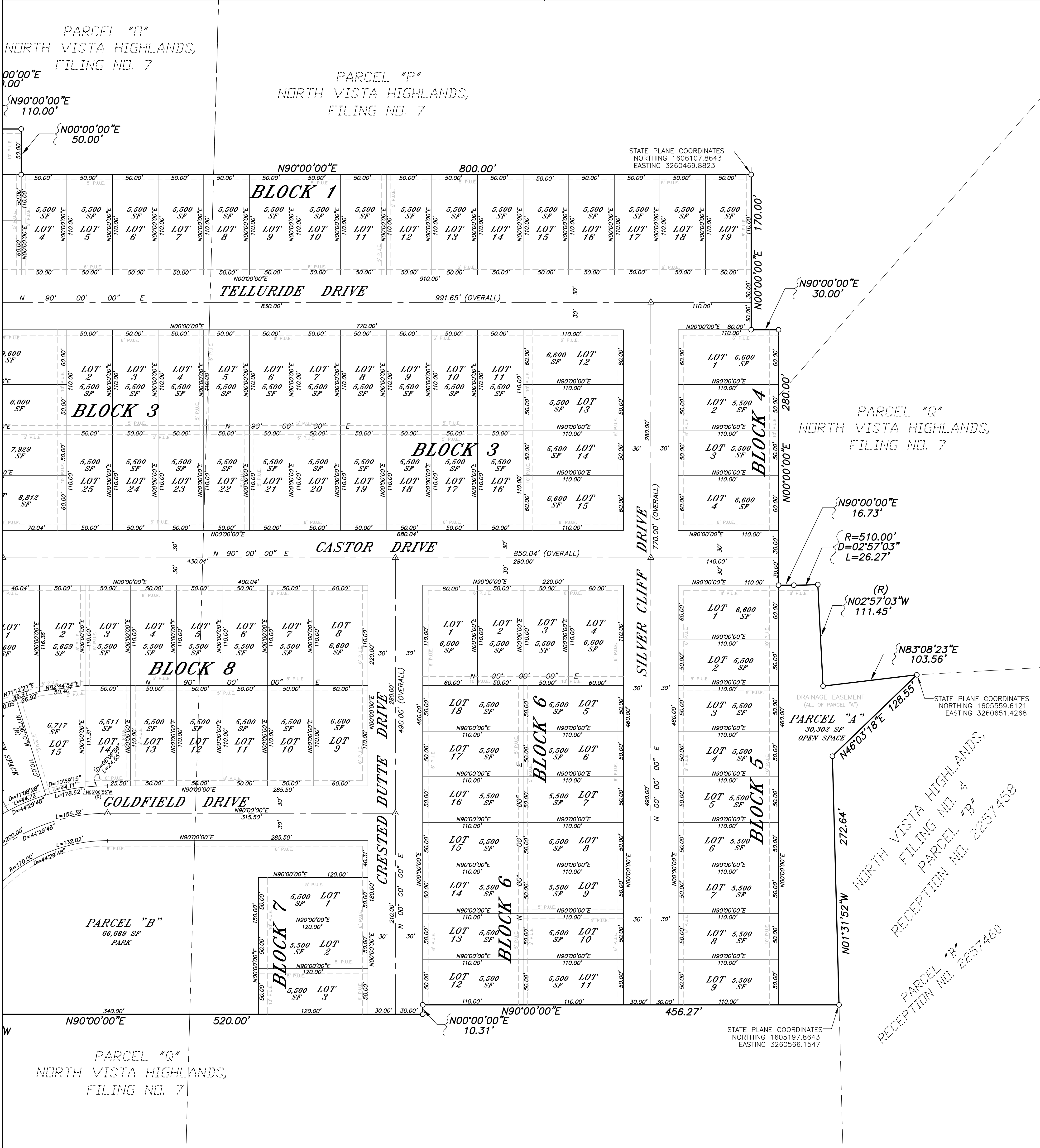


PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.



NORTH VISTA HIGHLANDS, FILING NO. 11

A RESUBDIVISION OF PARCEL G OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE NE 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

LEGEND

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- S.S.E. SANITARY SEWER EASEMENT
- W.E. WATER EASEMENT

- SF SQUARE FEET
- (R) RADIAL
- (P) PLAT
- (M) MEASURED
- R.O.W. RIGHT OF WAY

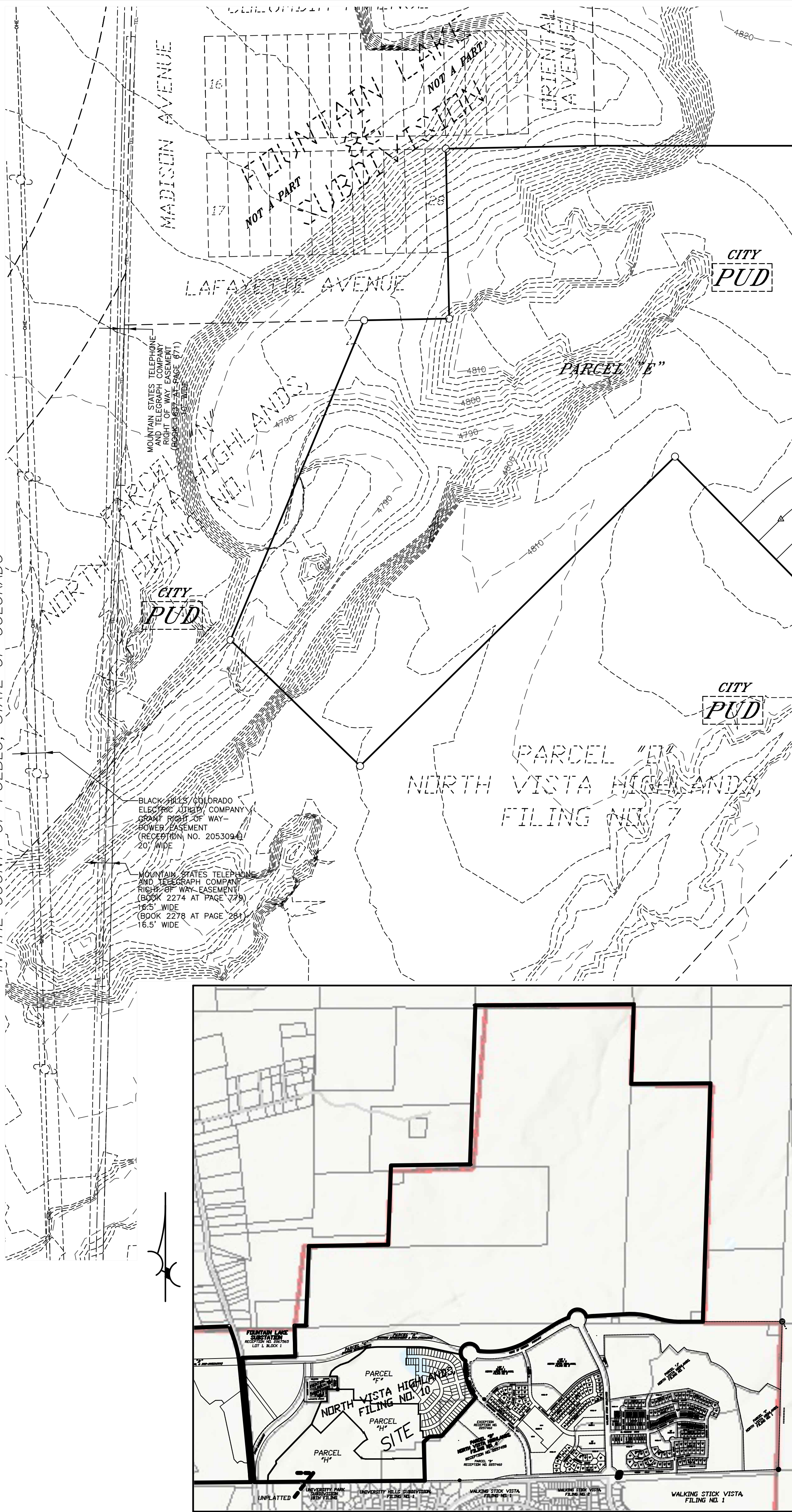
BASIS OF BEARINGS

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.



SUPPLEMENTAL MAP OF:
NORTH VISTA HIGHLANDS, FILING NO. 11

A RESUBDIVISION OF PARCEL G OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE NE 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



PARCEL "D"
NORTH VISTA HIGHLANDS,
FILING NO. 7

PARCEL "E"
NORTH VISTA HIGHLANDS,
FILING NO. 7

PARCEL "B"
NORTH VISTA HIGHLANDS,
FILING NO. 7

PARCEL "A"
NORTH VISTA HIGHLANDS,
FILING NO. 7

SCALE: 1" = 80'
0 40' 80' 160'

BENCHMARK:
E 1/4 CORNER OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST,
OF THE 6TH P.M.
NAVD 88 Elevation = 5003.56

- NOTES:**
- FOR CORRECT LOT INFORMATION REFER TO SUBDIVISION PLAT.
 - LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON PER ON-SITE UTILITY LOCATES AND UTILITY COMPANY RECORDS. ABOVE GROUND EVIDENCE OF UTILITIES SHOWN HEREON BY ACTUAL ON-SITE FIELD LOCATION COMPLETED ON (04-26-2024).

LEGEND

- | | | | |
|--------|--|---|---------------------------|
| ○ | SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 39485 | ○ | EXISTING CONTOUR (5 FOOT) |
| ▲ | FOUND MONUMENT BOX | ○ | EXISTING CONTOUR (1 FOOT) |
| △ | MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS | ○ | UNDERGROUND ELECTRIC LINE |
| P.O.B. | POINT OF BEGINNING | ○ | FIBER OPTIC LINE |
| P.U.E. | PUBLIC UTILITY EASEMENT | ○ | OVERHEAD POWER LINE |
| D.E. | DRAINAGE EASEMENT | ○ | GAS MAIN |
| S.S.E. | SANITARY SEWER EASEMENT | ○ | SANITARY SEWER MAIN |
| W.E. | WATER EASEMENT | ○ | STORM SEWER MAIN |
| SF | SQUARE FEET | ○ | TELEPHONE LINE |
| (R) | RADIAL | ○ | WATER MAIN |
| (P) | PLAT | | |
| (M) | MEASURED | | |
| R.O.W. | RIGHT OF WAY | | |
- | | |
|----------------|------------------------|
| PUD A-1 | CURRENT ZONING |
| ○ | GUY WIRE |
| ○ | POWER POLE |
| ○ | TELEPHONE PEDESTAL |
| ○ | WATER VALVE |
| ○ | GAS VALVE |
| ○ | SANITARY SEWER MANHOLE |
| ○ | STORM SEWER MANHOLE |
| ○ | WATER MANHOLE |

PREPARED

Y: NORTHSTAR ENGINEERING AND SURVEYING, INC.

PREPARED UNDER THE DIRECT SUPERVISION OF
MICHAEL LELAND CUPPY, PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38485
FOR AND ON BEHALF OF NORTHSTAR ENGINEERING & SURVEYING, INC.

SUBMITTER:
NORTH VISTA PUEBLO LAND INVESTMENT LLC
A COLORADO LIMITED LIABILITY COMPANY
NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH STREET
PUEBLO, COLORADO
MAY 06, 2024

JN 1700930

SHEET 1 OF 1

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday October 9, 2024, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

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

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

Commissioners Absent: Regina Maestri

Staff Members Present: David Wyatt, Assistant City Attorney, Beritt Odom, Principal Planner, Wade Broadhead, Senior Planner, Cindy Capritta, Land Use Tech. Andrew Hayes, Director of Public Works, Melanie Turner, Traffic Engineer, Joe Martellaro, Associate Engineer II, and Noah Stamm, Drainage Engineer.

Staff Members Absent: Scott Hobson, Acting Director of Planning and Community Development.

Approval of the Agenda: Bailey motioned to move Z-22-10 and S-23-07 to the November 13, 2024, meeting approve the agenda as amended, seconded by Avalos,

Motion Passed: 6-0

Public Meeting Agenda:

Public Hearings:

5. S-24-03 Subdivision: North Vista Highlands Filing No 11 Subdivision, a subdivision of 29.641 acres into single-family residential lots, open space, parks, and future development parcels. Generally located west of North Vista Highlands Filing 7 subdivision and south of the future western extension of Home of Heroes Parkway. Staff report by Mikaylin Hackley, Planner.

Hearing: Applicants Michael Cuppy, North Star Engineering and Surveying and David Resnick, North Vista Pueblo Land Investment, LLC were sworn in and spoke in support of the application. Being sworn in and speaking in opposition were Thomas Wrona, Harvey Wade, Jacqueline Helzer, John Roth, Jeffrey Tranel, Susan Musso Neugebauer, Scott Epstein, and John Millca.. Andrew Hayes, Director of Public Works and Melanie Turner, Traffic Engineer provided information and answered questions.

Commission Action: Bailey moved to recommend the application to City Council seconded by Spinuzzi.

Motion Passed: 5-1 (Avalos)



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-24-02 North Vista Highlands, Filing No. 10
S-24-03 North Vista Highlands, Filing No. 11
S-24-04 North Vista Highlands, Filing No. 12
S-24-05 North Vista Highlands, Filing No. 13

DATE: October 2, 2024

Please place the above referenced submittals on the City Council Agenda.

S-24-03

TO: City of Pueblo, Planning and Zoning Commission

FROM: Mikaylin Hackley, Planner

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

DATE: October 9, 2024

SUBJECT: North Vista Highlands Filing 11 Subdivision

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

PROPERTY OWNER: North Vista Pueblo Land Investment

LOCATION: Generally located west of North Vista Highlands Filing 7 subdivision and south of the future western extension of Home of Heroes Parkway

EXISTING ZONE: North Vista Highlands PUD

CONCURRENT REQUESTS: S-24-02 (Filing 10), S-24-04 (Filing 12), S-24-05 (Filing 13)

REQUEST:

North Vista Pueblo Land Investment is requesting to subdivide 29.641 acres generally located west of North Vista Highlands Filing 7 subdivision and south of the future western extension of Home of Heroes Parkway, into 105 lots for single-family residences, open space, parks, and future development.

STAFF REVIEW AND FINDINGS:

The subject property is centrally located around the concurrently proposed North Vista Highlands (NVH) Filings 10, 11, 12, and 13. Filing 11 contains 105 residential lots with widths between 40' and 60' and areas between 4,400 and 9,600 square feet as well as Open Space Parcels "A", "C", and "D," Drainage/Open Space Parcel "E," and Park Parcel "B." All lots meet the minimum width and area requirements of the PUD.

The North Vista PUD requires lot widths between 36-59 feet to have 20-foot front-yard setbacks, lots with widths between 60-75 feet wide to have a 25-foot front-yard setback, and lot widths greater than 75-feet to have a 30-foot setback. All proposed subdivided blocks include varying lot widths, which will require the setbacks to vary, thus creating an irregular appearance from the street.

The North Vista PUD Development Guide includes extensive regulations and guidance for Park dedication to ensure that 7.5 acres of park is provided for each 1,000 residents. The PUD requires the subdivider to dedicate .0075 acres of land as District Park and .015 acres as Neighborhood Park within each residential subdivision (Section 7.7.2.3, North Vista Master Plan, Planned Unit development, First Amendment). The PUD identifies Planning Areas 1, 5, and 7 as the locations for future District Park development and requires the subdivider "to clearly indicate on each plat the number of acres for each site and the total acreage proposed for each park or open space dedication within the project" (Section 7.7.3.1 North Vista Master Plan, Planned Unit development, First Amendment).

The plat includes a park dedication requirements table which indicates that NVH Filing 11 must have 0.79 acres of District Parks and 1.58 acres of Neighborhood Parks as calculated via the number of proposed dwelling units. The District Park requirement is met in Planning Area 1, and the Neighborhood Park dedicated proposed in Filing 11 is 1.53 acres. The remaining 0.05 required acres of park dedication will be met through open space as improved by trails, landscaping, etc. as outlined in the provided park plan.

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:	NorthStar Engineering submitted a request for modifications letter, May 6, 2024, Michael Cuppy, PE., PLS. However, their request was to modify provisions of the PUD Development Guide, which is not applicable to subdivision, as allowed by Section 12-4-10 of the Pueblo Municipal Code.
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, October 2, 2024.
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.)	- Amend the Trail and Park Plan title to include the names of the Subdivisions that are included in the plan, similar to the following: - North Vista Filings, 10, 11, 12, and 13, Trail and Park Plan

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

❑ **Site Character:**

The subject property is unimproved and contains native vegetation.

❑ **Neighborhood Compatibility:**

North	NVH PUD; Proposed site of NVH Filing 13; Currently unimproved
East	NVH PUD; Proposed site of NVH Filing 10; Currently unimproved

South NVH PUD; Proposed site of NVH Filing 11: Currently undeveloped

West NVH PUD; Unsubdivided land and property in Pueblo County jurisdiction

❑ **Comprehensive Plan Compliance:**

The Pueblo Regional Comprehensive Plan, 2022, designates the subdivision site as Suburban Neighborhood.

According to the Comprehensive Plan, Suburban Neighborhoods are defined as predominantly single-family detached and attached homes on similarly-sized lots with a density of 2 to 5 dwelling units per acre. The proposed subdivision complies with the Comprehensive Plan designation of suburban neighborhood.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

❑ **Minimum lot size and width:**

The North Vista Highlands PUD designates lot sizes and widths in different Planning Areas. This subdivision falls in Planning Area 2.

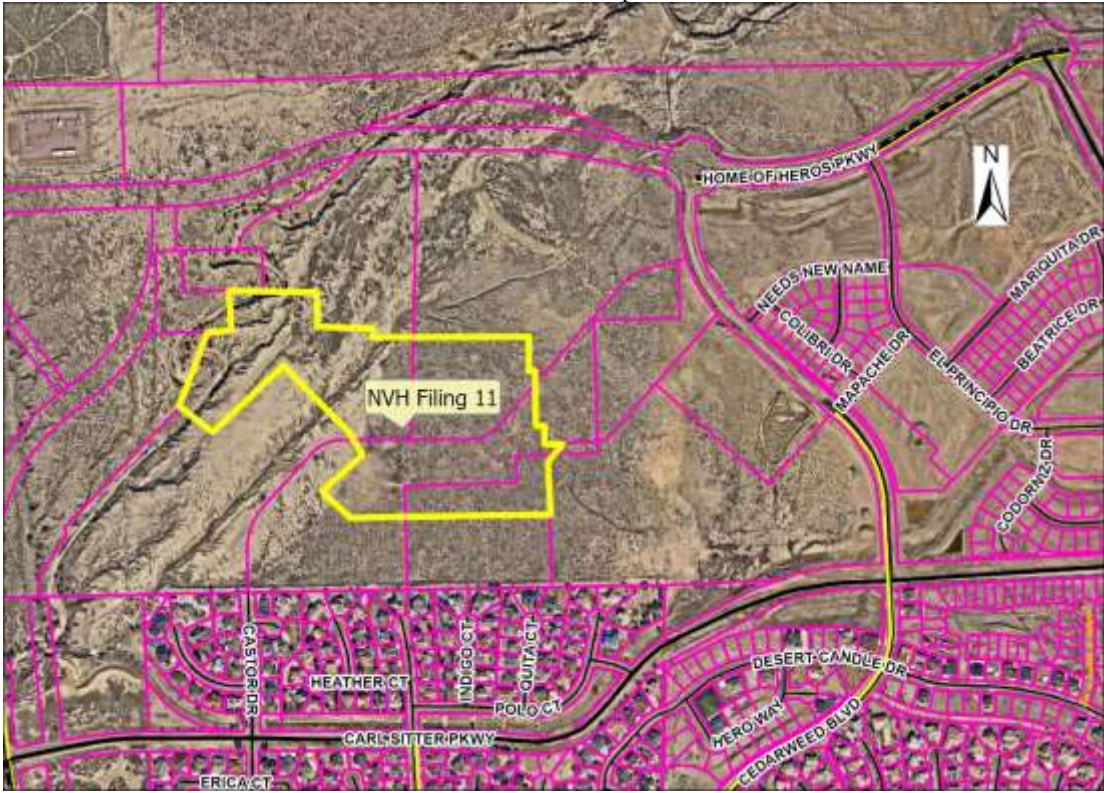
REFERRAL AGENCIES AND COMMENTS:

• 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

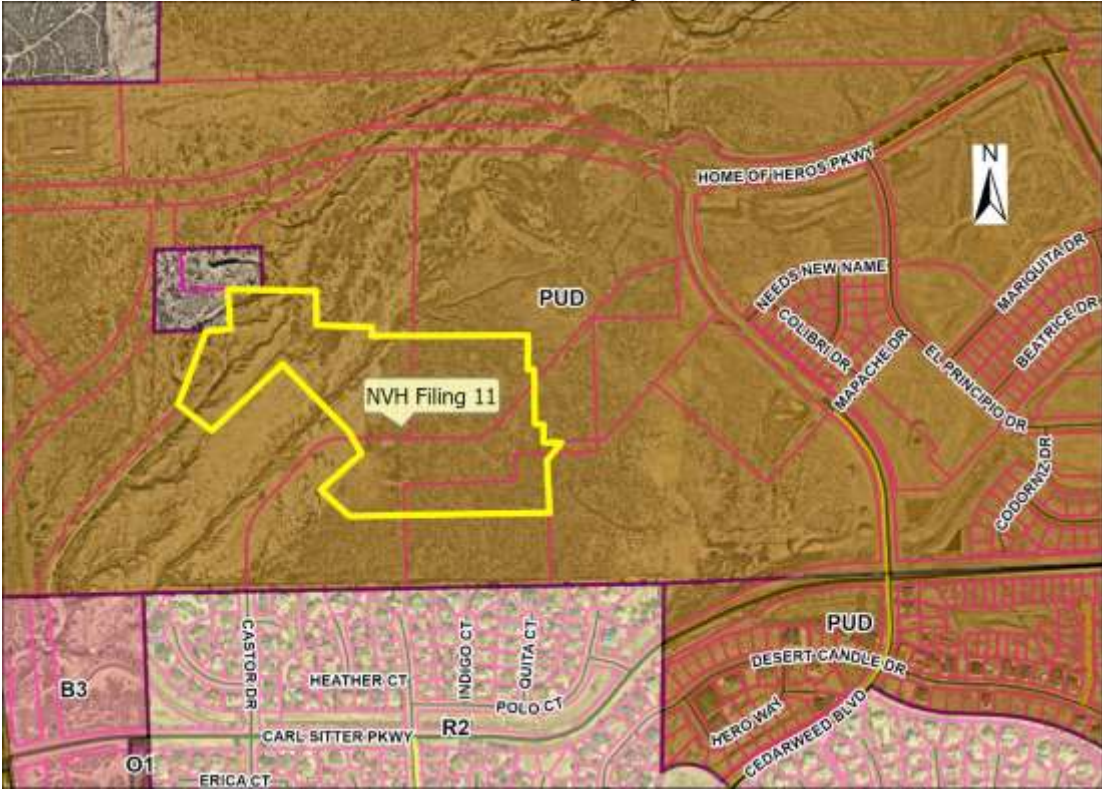
ATTACHMENTS:

- A. Aerial Photograph
- B. Zoning Map
- C. Comprehensive Plan Map
- D. North Vista Highlands Filings 10-13 Approximate Location Graphic
- E. Supporting Documents

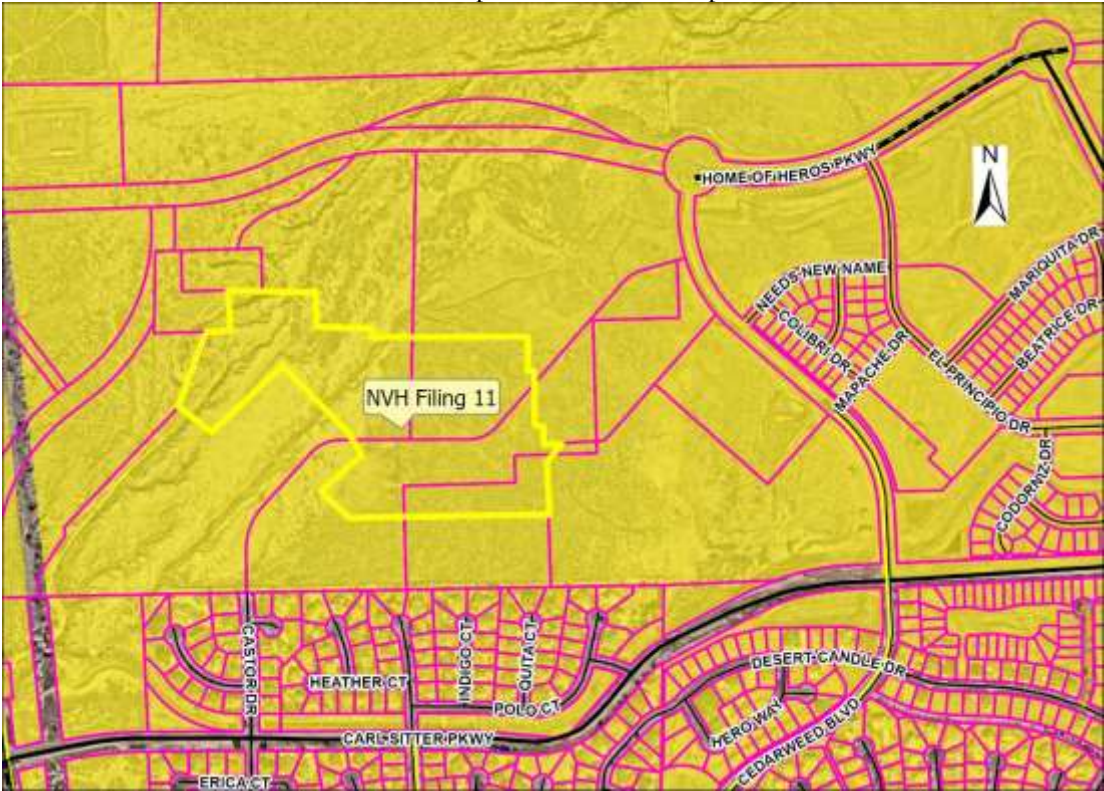
A. Aerial Map



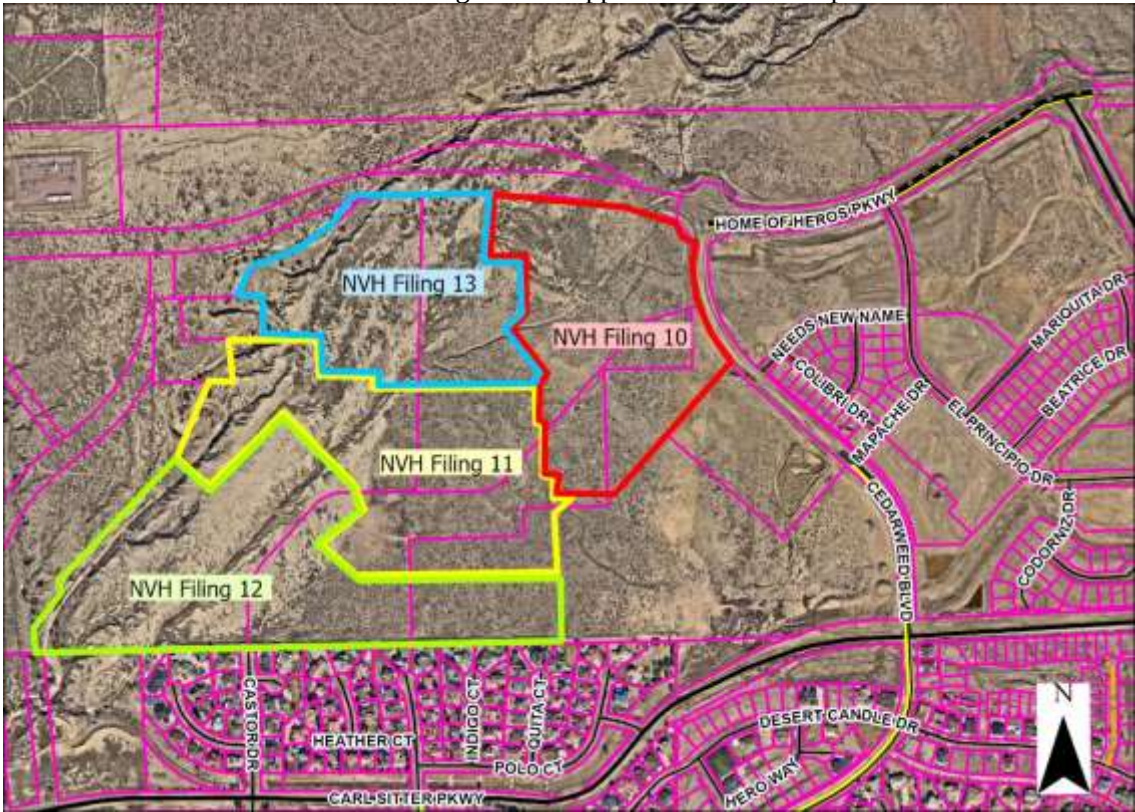
B. Zoning Map



C. Comprehensive Plan Map



D. NVH Filings 10-13 Approx. Locations Map



E. Supporting Documents

NORTH VISTA HIGHLANDS, FILING NO. 11

A RESUBDIVISION OF PARCEL G OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE NE 1/4 OF SECTION 7, 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 Re-subdivision of Parcel "G", in North Vista Highlands, Filing No. 10, according to the recorded plat thereof as filed for record on _____, 20____ at Reception No. _____ in the Pueblo County Records.

Containing 29.641 acres, more or less

Have caused the foregoing described property to be surveyed, platted and subdivided into lots, blocks, 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. 11.

All of the streets, easements for drainage, detention, sidewalks, trail and all public utilities, shown hereon, are hereby dedicated to the public for perpetual use.

Parcels A, B, C and D are hereby reserved for pedestrian, trail, landscape, and open space to be owned and maintained by the owner of said parcel or any subsequent owner(s).

Parcel E is hereby reserved for drainage, detention, and open space to be owned and maintained by the owner of said parcel, subject to the terms and conditions of the Stormwater Facility Maintenance Agreement referenced hereon. Parcel E in its entirety, is hereby dedicated to the City as a drainage easement.

Drainage facilities located within drainage or detention easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owner(s) of the lots or parcels upon which the easements are located. The City of Pueblo is hereby granted the right but not the obligation in its discretion to maintain, repair, or replace the drainage facilities within such easements and to recover the costs thereof, plus administrative expenses from said owner(s). All drainage easements shall be further subject to the Stormwater Facility Maintenance Agreement dated _____ and filed contemporaneously with the annexed plat.

Streets, curbs & gutters, and sidewalks located within ingress/egress or access easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all Lots within the subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

All of the property shown on this plat is subject to the terms and conditions defined and described in the Declaration of Covenants, dated July 13, 2021, and recorded in the Pueblo County Records at Reception No. 2234574

IN WITNESS WHEREOF, David Resnick, the Manager of PUEBLO HEIGHTS, LLC, a Colorado Limited Liability Company, sets his hand and seal this _____, day of _____, A.D.:

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 _____)
)SS
COUNTY OF _____)

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 _____)
)SS
COUNTY OF _____)

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. 11 has been approved for recording in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado.

City Clerk Date

NORTH VISTA Planned PUD Units Planning Area 2:			625 Units Total	CURRENT NORTH VISTA PUD Park Dedication in Planning Area 2: <u>North Vista Highlands, Filing No. 11:</u> Neighborhood/Pocket Park Dedication Parcels A, C, D, and E (Open space with landscape and trail): 8.24 acres x 40% = <u>3.30 acres</u> Parcel B (park parcel): <u>1.53 acres</u> TOTAL PARK DEDICATION: 4.83 acres				
North Vista Highlands, Filing No. 10			(113) Units					
North Vista Highlands, Filing No. 11			(105) Units					
Planning Area 2 balance:			407 Units Remaining					
North Vista Highlands PUD Park Dedication								
<u>Filing No.</u>	<u>Planning Area</u>	<u>Dwelling Units (D.U.)</u>	<u>District Park Req. 0.0075 ac per D.U.</u>	<u>Neighborhood Park Req. 0.015 ac per D.U.</u>	<u>District Park Ded.</u>	<u>Neighborhood Park Ded.</u>	<u>Open Space & Trails Ded.</u>	
1	PA-4	162	1.22 ac	2.44 ac	1.22 ac (PA-1)	4.46 ac	—	
3	PA-4	33	0.25 ac	0.50 ac	0.25 ac (PA-7)	—	—	
5	PA-3	157	1.18 ac	2.36 ac	1.18 ac (PA-1)	3.50 ac	3.86 ac	
9	PA-3	232	1.74 ac	3.48 ac	1.74 ac (PA-1)	0.83 ac	—	
10	PA-2	113	0.85 ac	1.70 ac	0.85 ac (PA-1)	1.73 ac	0.65 ac	
11	PA-2	105	0.79 ac	1.58 ac	0.79 ac (PA-1)	1.53 ac	3.30 ac	

LEGEND:

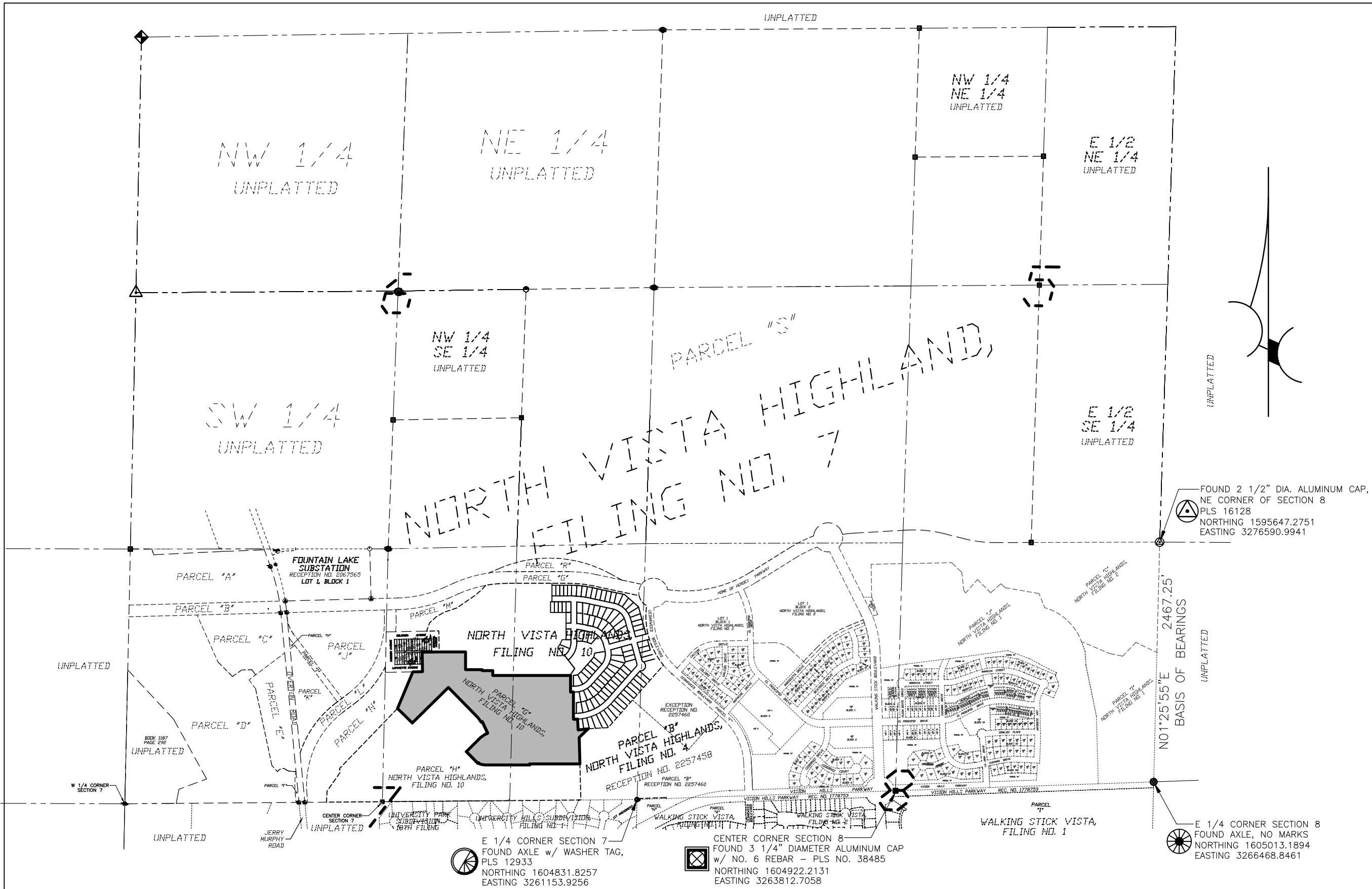
- FOUND 2 1/2" DIAMETER ALUMINUM CAP, PLS 16128
- FOUND 3 1/4" DIAMETER ALUMINUM CAP WITH NO. 6 REBAR, PLS 38485
- FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, PLS 12933
- FOUND 3 1/4" DIAMETER ALUMINUM CAP WITH NO. 6 REBAR, PLS 12933
- FOUND 2" DIA. STEEL PIPE FILLED WITH CONCRETE, WITH TAG WASHER
- FOUND 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.



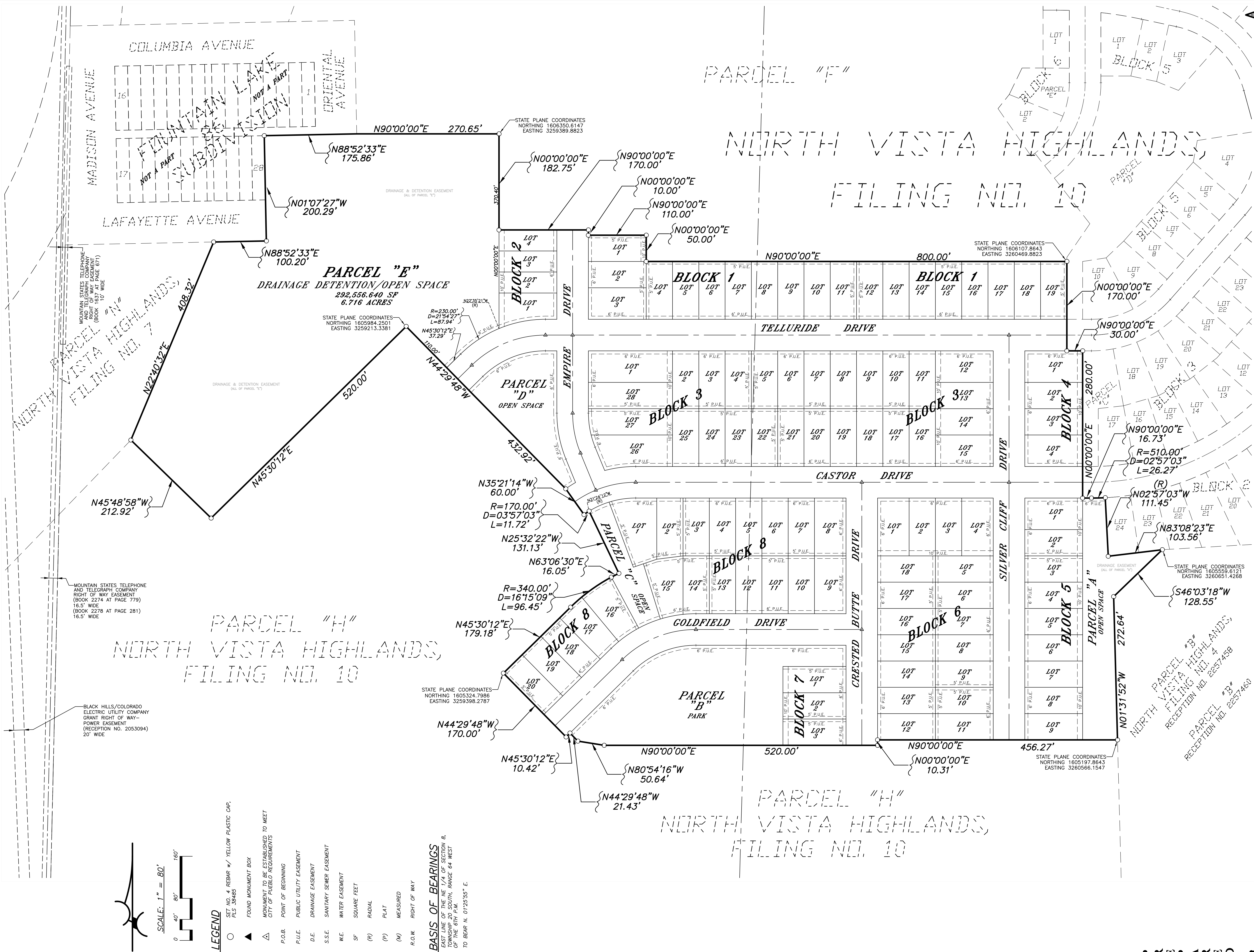
MONUMENTATION MAP
NOT TO SCALE

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.



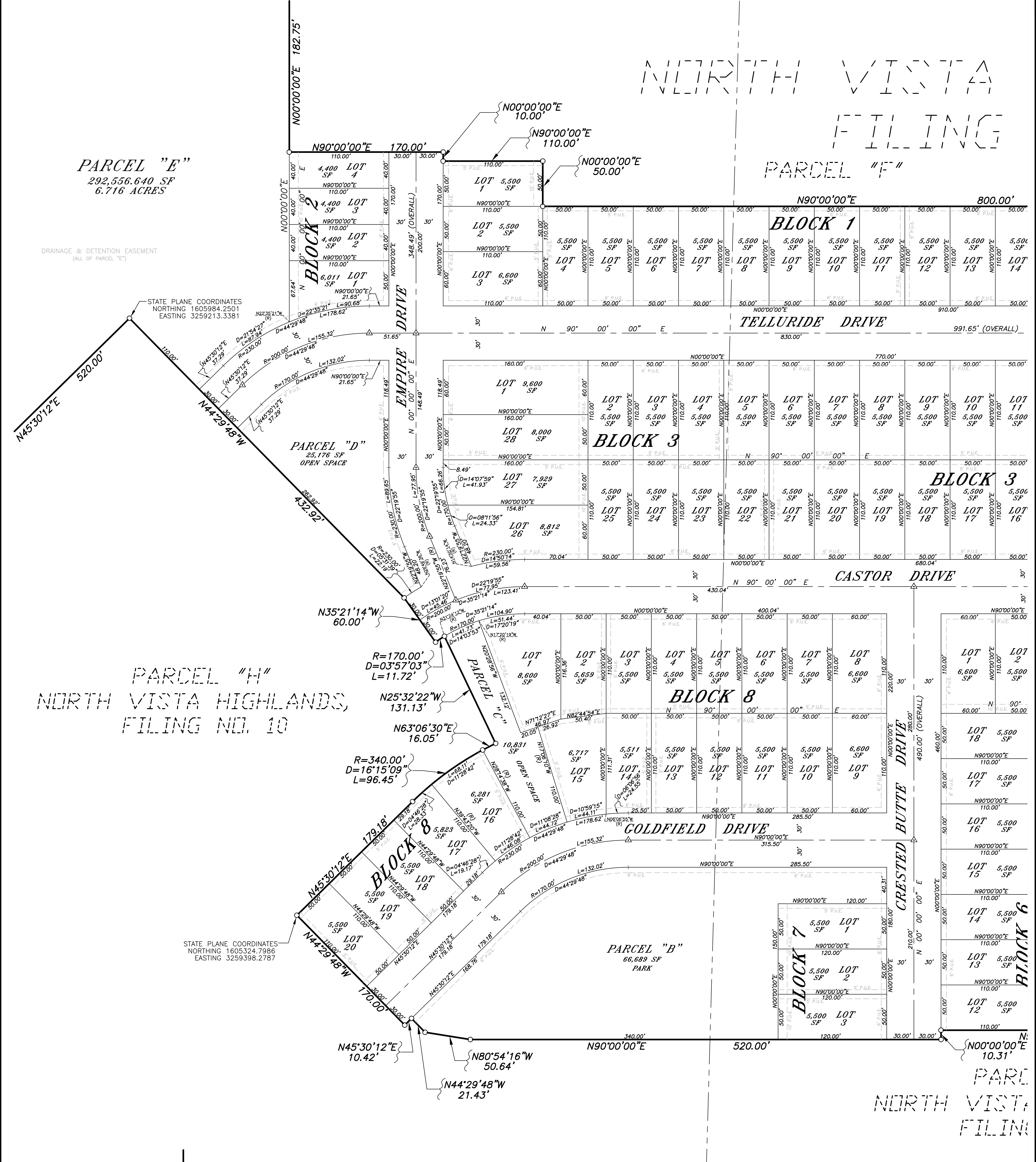
NORTH VISTA HIGHLANDS, FILING NO. 11

A RESUBDIVISION OF PARCEL G OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE NE 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



NORTH VISTA HIGHLANDS, FILING NO. 11

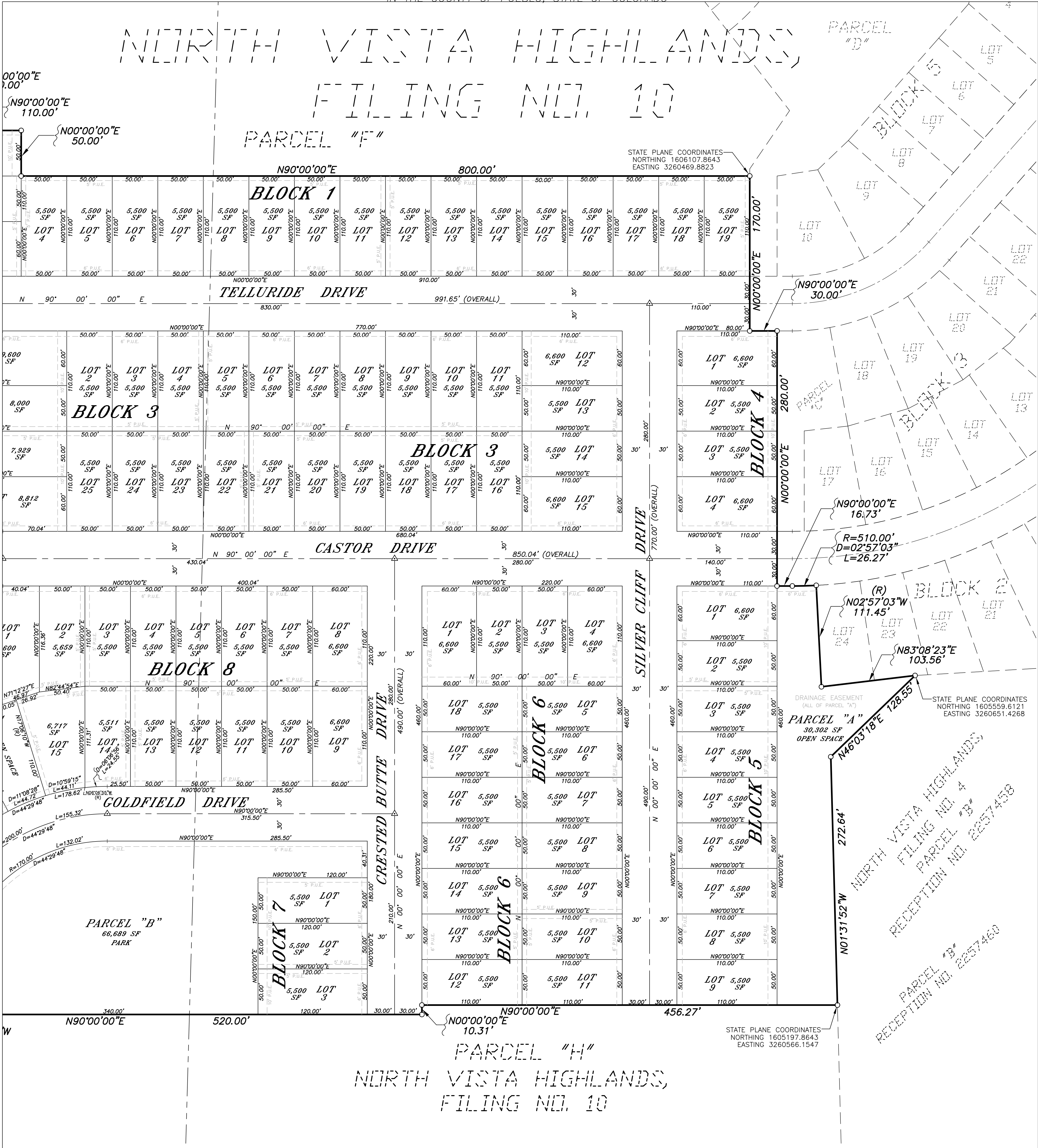
A RESUBDIVISION OF PARCEL G OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE NE 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

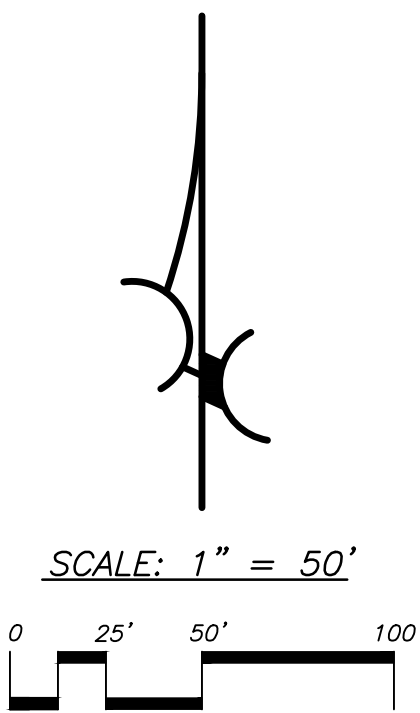
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LOCATED IN THE NE 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



PREPARED

BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.



LEGEND

- | | | | |
|--------|--|--------|--------------|
| ○ | SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485 | SF | SQUARE FEET |
| ▲ | FOUND MONUMENT BOX | (R) | RADIAL |
| △ | MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS | (P) | PLAT |
| P.O.B. | POINT OF BEGINNING | (M) | MEASURED |
| P.U.E. | PUBLIC UTILITY EASEMENT | R.O.W. | RIGHT OF WAY |
| D.E. | DRAINAGE EASEMENT | | |
| S.S.E. | SANITARY SEWER EASEMENT | | |
| W.E. | WATER EASEMENT | | |

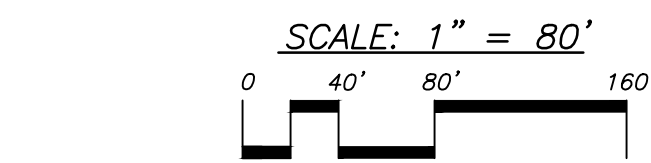
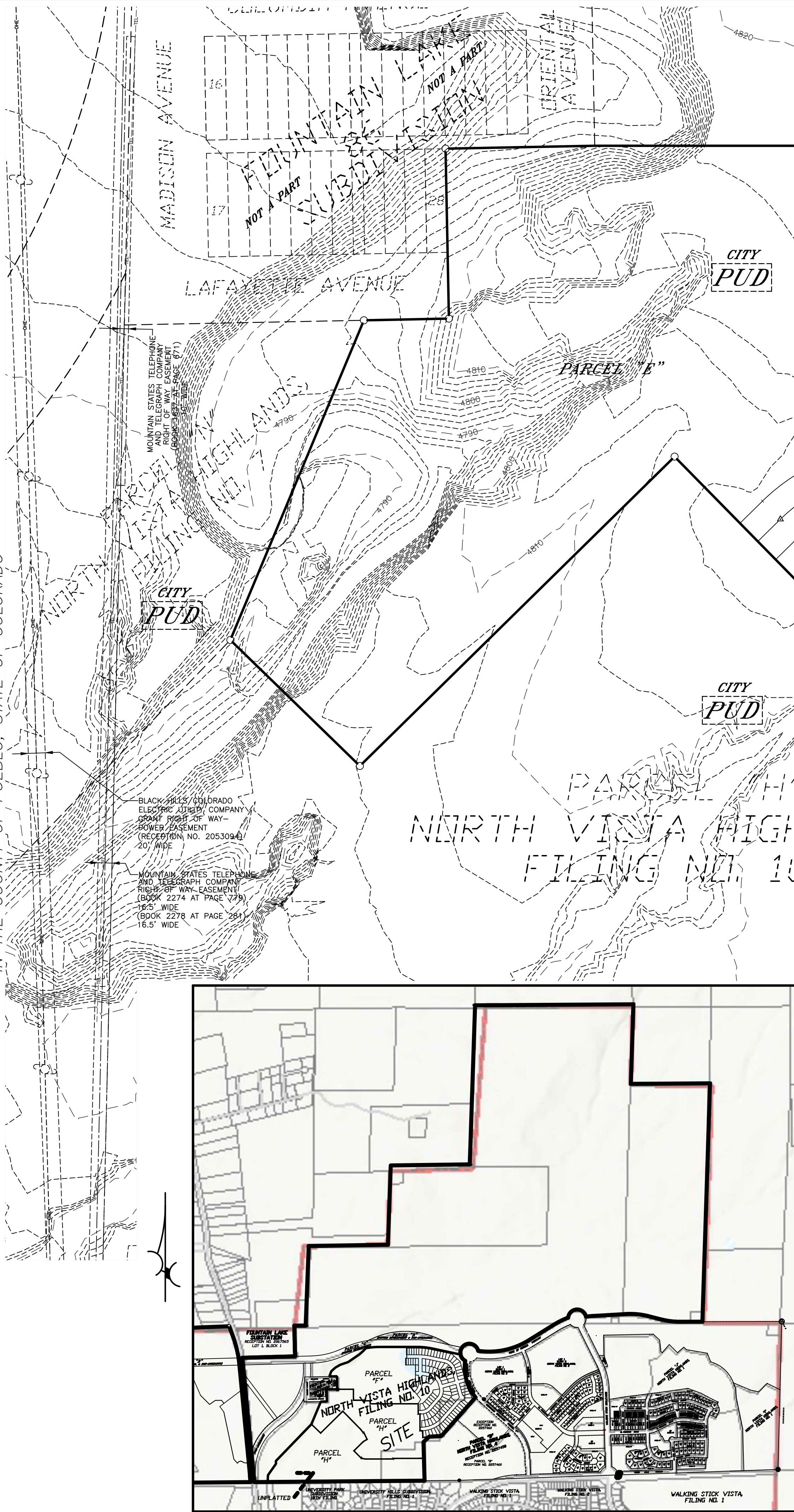
BASIS OF BEARINGS

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.



SUPPLEMENTAL MAP OF:
NORTH VISTA HIGHLANDS, FILING NO. 11

A RESUBDIVISION OF PARCEL G OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE NE 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



BENCHMARK:
E 1/4 CORNER OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST,
OF THE 6TH P.M.
NAVD 88 Elevation = 5003.56

- NOTES:**
- FOR CORRECT LOT INFORMATION REFER TO SUBDIVISION PLAT.
 - LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON PER ON-SITE UTILITY LOCATES AND UTILITY COMPANY RECORDS. ABOVE GROUND EVIDENCE OF UTILITIES SHOWN HEREON BY ACTUAL ON-SITE FIELD LOCATION COMPLETED ON (04-26-2024).

LEGEND

- | | | | |
|--------|--|---|---------------------------|
| ○ | SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 39485 | ○ | EXISTING CONTOUR (5 FOOT) |
| ▲ | FOUND MONUMENT BOX | ○ | EXISTING CONTOUR (1 FOOT) |
| △ | MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS | ○ | UNDERGROUND ELECTRIC LINE |
| P.O.B. | POINT OF BEGINNING | ○ | FIBER OPTIC LINE |
| P.U.E. | PUBLIC UTILITY EASEMENT | ○ | OVERHEAD POWER LINE |
| D.E. | DRAINAGE EASEMENT | ○ | GAS MAIN |
| S.S.E. | SANITARY SEWER EASEMENT | ○ | SANITARY SEWER MAIN |
| W.E. | WATER EASEMENT | ○ | STORM SEWER MAIN |
| SF | SQUARE FEET | ○ | TELEPHONE LINE |
| (R) | RADIAL | ○ | WATER MAIN |
| (P) | PLAT | | |
| (M) | MEASURED | | |
| R.O.W. | RIGHT OF WAY | | |
- | | | | |
|----------------|------------------------|--|--|
| PUD A-1 | CURRENT ZONING | | |
| ○ | GUY WIRE | | |
| ○ | POWER POLE | | |
| ○ | TELEPHONE PEDESTAL | | |
| ○ | WATER VALVE | | |
| ○ | GAS VALVE | | |
| ○ | SANITARY SEWER MANHOLE | | |
| ○ | STORM SEWER MANHOLE | | |
| ○ | WATER MANHOLE | | |

PREPARED

B Y: NORTSTAR ENGINEERING AND SURVEYING, INC.

PREPARED UNDER THE DIRECT SUPERVISION OF
MICHAEL LELAND CUPPY, PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38485
FOR AND ON BEHALF OF NORTSTAR ENGINEERING & SURVEYING, INC.

SUBMITTER:
NORTH VISTA PUEBLO LAND INVESTMENT LLC
A COLORADO LIMITED LIABILITY COMPANY
NORTSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH STREET
PUEBLO, COLORADO
ENGINEERS AND SURVEYORS:

JN 1700930

MAY 08, 2024

SHEET 1 OF 1

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

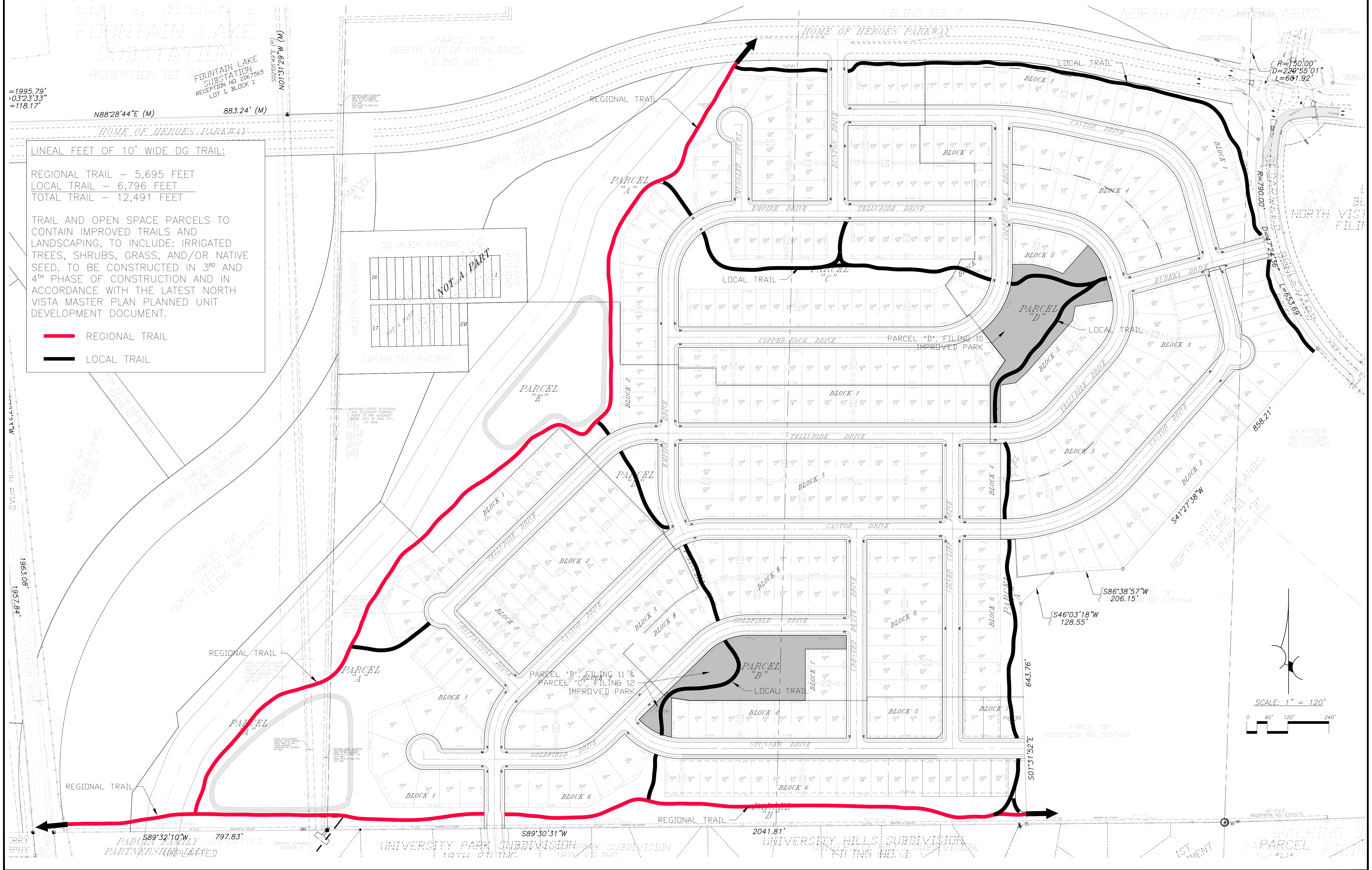
Date: October 2, 2024

Subject: S-24-03 North Vista Highlands, Filing No. 11 Subdivision

S-24-02 North Vista Highlands, Filing No. 11: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	NorthStar Engineering submitted a request for modifications letter, May 6, 2024, Michael Cuppy, PE., PLS. requesting; however their request was to modify provisions of the PUD Development Guide, which is not applicable to subdivision, as allowed by Section 12-4-10 of the Pueblo Municipal Code.
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, October 2, 2024.
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.)	- Amend the Trail and Park Plan title to include the names of the Subdivisions that are included in the plan, similar to the following: - North Vista Filings, 10, 11, 12, and 13, Trail and Park Plan

TRAIL AND PARK EXHIBIT



August 23, 2024

The City Planning and Zoning Commission will hold a public hearing on a request from North Vista Pueblo Land Investment LLC for the approval of the following application:

S-24-03 North Vista Highlands Fil. 11 Subdivision: A subdivision of 29.63 acres into single-family residential lots, open space, parks, and future development parcels. Generally located west of North Vista Highlands Filing 7 subdivision and south of the future western extension of Home of Heroes Parkway

The Planning and Zoning Commission meeting will be held on **October 9th, 2024, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The public meeting will be recorded and can be viewed via Zoom (*Meeting ID: 160 383 2441 Passcode: 911780*), but **no testimony will be heard virtually**.

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review 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 Mikaylin Hackley, Planner
(719) 553-2259

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Scott Hobson, Acting Director
Planning & Community Development
By Mikaylin Hackley, Planner
(719) 553-2259

CASE NUMBER: S-24-03

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 11 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.

September 24, 2024

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capitan

Owner	OwnerStree	OwnerCity	OwnerStat	OwnerZip
NORTH VISTA PUEBLO LAND	3819 BROADVIEW PL	CASTLE ROCK	CO	80109-4507
COLALANCIA DONATO/COLALANCIA ANNA	1007 W ORMAN AVE	PUEBLO	CO	81004-1431
STARICA STELLA/ STARICA	13154 FABERGE PL	PALM BEACH GARDENS	FL	33418-5610
TOP LAND INVESTMENT LLC	4810 POLO CT	PUEBLO	CO	81001-1071



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING THE NORTH VISTA HIGHLANDS,
FILING NO. 12 SUBDIVISION

SUMMARY:

The applicant is requesting to subdivide 37.015-acres into single-family residential lots, open space, park, and future development parcels generally located north of Castor Drive and south of the future western extension of Home of Heroes Parkway.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting approval of the following subdivisions: S-24-02 NVH Filing No.10, S-24-03 NVH Filing No.11, and S-24-05 NVH Filing No.13

BACKGROUND:

The subject property is located north of Castor Drive and south of the future western extension of Home of Heroes Parkway. The proposed subdivision divides the property into 124 single-family residential lots, three parcels reserved for drainage, open space, pedestrian, trail, landscape, and a park parcel. According to the PUD Development Guide all parcels will be owned, developed and maintained by the North Vista Highlands Metropolitan District, (Section 7, Parks and Open Space). Parcel A is dedicated for drainage, detention, and open space, and will be owned and maintained by the property owner. Parcels B and D are dedicated for drainage, pedestrian, trail, landscaping, and open space purposes. Parcel C is dedicated for a 1.53-acre park. The proposed single-family residential lots meet the minimum 3,600 sq. ft. minimum area. The lots vary in size between approximately 4,400 sq. ft. and 13,930 sq. ft., with varying lot widths. The North Vista PUD requires lot widths between 36-59 feet to have 20-foot front-yard setback, lots with widths between 60-75 feet wide are required to have a 25-foot front-yard setback; and lot widths greater than 75-feet to have a 30-foot setback. All proposed subdivided blocks include varying lot widths, which allow the setbacks to vary creating an irregular appearance from the street. The PUD Development Guide requires a 40-foot buffer between the North Vista development and the existing single-

family residences in the University Park and Walking Stick Vista Subdivisions. The North Vista PUD Development Guide includes extensive regulations and guidance for Park dedication to ensure that 7.5 acres of park is provided for each 1,000 residents. The PUD requires the subdivider to dedicate .0075 acres of land as District Park and .015 acres as Neighborhood Park with each residential subdivision (Section 7.7.2.3, North Vista Master Plan, Planned Unit development, First Amendment). The applicant is requesting to include 40-percent of the total area of Parcels B and D as park dedication. The proposed neighborhood park in Parcel C (1.53 acres), which will be developed with this subdivision, combined with the trail and open space parcels exceeds the required 1.58 acres of required park area

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their October 9, 2024 Regular Meeting, voted 5-1 to recommend approval. Commissioner Avalos dissenting, Commissioner Maestri 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-24-04 NVH 12 Complete Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING THE NORTH VISTA HIGHLANDS, FILING NO. 12 SUBDIVISION

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

SECTION 1.

The final plat of the North Vista Highlands, Filing No.12 Subdivision, being a subdivision of land legally described as:

A portion of Parcels "O" and "Q", in North Vista Highlands, Filing No. 7, according to the recorded plat thereof as filed for record on October 26, 2023 at Reception No. 2326748 in the Pueblo County Records and being more particularly described as follows:

Considering the east line of the northeast $\frac{1}{4}$ of Section 8, Township 20 South, Range 64 West of the 6th Principal Meridian to bear N. $01^{\circ}25'55''$ E. monumented on the south end with a found axle and the north end with a $2\frac{1}{2}''$ aluminum cap stamped with PLS. No. 16128, and all bearings contained herein being relative thereto.

Beginning at the Center corner of Section 7, Township 20 South, Range 64 West of the 6th P.M., said point also being on the southern boundary of said Parcel "O", in North Vista Highlands, Filing No. 7; thence $S89^{\circ}32'10''W$, a distance of 574.98 feet; thence $N02^{\circ}57'44''E$, a distance of 113.88 feet; thence $N35^{\circ}07'44''E$, a distance of 235.15 feet; thence $N08^{\circ}08'01''W$, a distance of 41.63 feet; thence $N43^{\circ}59'53''E$, a distance of 856.65 feet; thence $S45^{\circ}48'58''E$, a distance of 212.92 feet; thence $N45^{\circ}30'12''E$, a distance of 520.00 feet; thence $S44^{\circ}29'48''E$, a distance of 432.92 feet; thence $S35^{\circ}21'14''E$, a distance of 60.00 feet; thence along the arc of a curve to the right whose radius is 170.00 feet and whose center bears $S35^{\circ}21'14''E$, a distance of 11.72 feet; thence $S25^{\circ}32'22''E$, a distance of 131.13 feet; thence $S63^{\circ}06'30''W$, a distance of 16.05 feet; thence along the arc of a curve to the left whose radius is 340.00 feet, a distance of 96.45 feet; thence $S45^{\circ}30'12''W$, a distance of 179.18 feet; thence $S44^{\circ}29'48''E$, a distance of 170.00 feet; thence $N45^{\circ}30'12''E$, a distance of 10.42 feet; thence $S44^{\circ}29'48''E$, a distance of 21.43 feet; thence $S80^{\circ}54'16''E$, a distance of 50.64 feet; thence $N90^{\circ}00'00''E$, a distance of 520.00 feet; thence $N00^{\circ}00'00''E$, a distance of 10.31 feet; thence $N90^{\circ}00'00''E$, a distance of 456.27 feet to a point on the western boundary of Parcel "B", in North Vista Highlands Filing No. 4 according to the plat thereof as filed for record on December 21, 2021 at Reception No. 2257458 in the Pueblo County Records; thence $S01^{\circ}31'52''E$ along the western boundary of said Parcel "B", a distance of 371.12 feet to a point on the east-west centerline of said Section 7; thence $S89^{\circ}30'31''W$ along said east-west centerline, a distance of 2041.81 feet to the Center corner of Section 7 and the Point of Beginning;

Containing 37.015 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 October 15, 2024.

Final adoption of Ordinance by City Council on October 28, 2024.

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

NORTH VISTA HIGHLANDS, FILING NO. 12

A RESUBDIVISION OF PARCEL H OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE N 1/2 OF SECTION 7, 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 portion of Parcels "O" and "Q", in North Vista Highlands, Filing No. 7, according to the recorded plat thereof as filed for record on October 26, 2023 at Reception No. 2326748 in the Pueblo County Records and being more particularly described as follows:

Considering the east line of the northeast 1/4 of Section 8, Township 20 South, Range 64 West of the 6th Principal Meridian to bear N. 01°25'55" E. monumented on the south end with a found axle and the north end with a 2-1/2" aluminum cap stamped with PLS. No. 16128, and all bearings contained herein being relative thereto.

Beginning at the Center corner of Section 7, Township 20 South, Range 64 West of the 6th P.M., said point also being on the southern boundary of said Parcel "O", in North Vista Highlands, Filing No. 7; thence S89°32'10"W, a distance of 574.98 feet; thence N02°57'44"E, a distance of 113.88 feet; thence N35°07'44"E, a distance of 235.15 feet; thence N08°08'01"W, a distance of 41.63 feet; thence N43°59'53"E, a distance of 856.65 feet; thence S45°48'58"E, a distance of 212.92 feet; thence N45°30'12"E, a distance of 520.00 feet; thence S44°29'48"E, a distance of 432.92 feet; thence S35°21'14"E, a distance of 60.00 feet; thence along the arc of a curve to the right whose radius is 170.00 feet and whose center bears S35°21'14"E, a distance of 11.72 feet; thence S25°32'22"E, a distance of 131.13 feet; thence S63°06'30"W, a distance of 16.05 feet; thence along the arc of a curve to the left whose radius is 340.00 feet, a distance of 96.45 feet; thence S45°30'12"W, a distance of 179.18 feet; thence S44°29'48"E, a distance of 170.00 feet; thence N45°30'12"E, a distance of 10.42 feet; thence S44°29'48"E, a distance of 21.43 feet; thence S80°54'16"E, a distance of 50.64 feet; thence N90°00'00"E, a distance of 520.00 feet; thence N00°00'00"E, a distance of 10.31 feet; thence N90°00'00"E, a distance of 456.27 feet to a point on the western boundary of Parcel "B", in North Vista Highlands Filing No. 4 according to the plat thereof as filed for record on December 21, 2021 at Reception No. 2257458 in the Pueblo County Records; thence S01°31'52"E along the western boundary of said Parcel "B", a distance of 371.12 feet to a point on the east-west centerline of said Section 7; thence S89°30'31"W along said east-west centerline, a distance of 2041.81 feet to the Center corner of Section 7 and the Point of Beginning;

Containing 37.015 acres, more or less

Have caused the foregoing described property to be surveyed, platted and subdivided into lots, blocks, 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. 12.

All of the streets, easements for drainage, detention, sidewalks, trail and all public utilities, shown hereon, are hereby dedicated to the public for perpetual use.

Parcel A is hereby reserved for drainage, detention and open space to be owned and maintained by the owner of said parcel subject to the terms and conditions of the Stormwater Facility Maintenance Agreement referenced hereon. Parcel A in its entirety, is hereby dedicated to the City as a drainage easement.

Parcels B & D are hereby reserved for drainage, pedestrian, trail, landscape, and open space to be owned and maintained by the owner of said parcel or any subsequent owner(s).

Parcel C is hereby reserved for park space to be owned and maintained by the owner of said parcel or any subsequent owner(s).

Drainage facilities located within drainage or detention easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owner(s) of the lots or parcels upon which the easements are located. The City of Pueblo is hereby granted the right but not the obligation in its discretion to maintain, repair, or replace the drainage facilities within such easements and to recover the costs thereof, plus administrative expenses from said owner(s). All drainage easements shall be further subject to the Stormwater Facility Maintenance Agreement dated _____ and filed contemporaneously with the annexed plat.

Streets, curbs & gutters, and sidewalks located within ingress/egress or access easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all Lots within the subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

All of the property shown on this plat is subject to the terms and conditions defined and described in the Declaration of Covenants, dated July 13, 2021, and recorded in the Pueblo County Records at Reception No. 2234574

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 _____

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 _____

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. 36485
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. 12 has been approved for recording in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado.

City Clerk Date

NORTH VISTA Planned PUD Units Planning Area 2:		625 Units Total	CURRENT NORTH VISTA PUD Park Dedication in Planning Area 2:	
North Vista Highlands, Filing No. 10		(113) Units	North Vista Highlands, Filing No. 12:	
North Vista Highlands, Filing No. 11		(105) Units	Neighborhood/Pocket Park Dedication	
North Vista Highlands, Filing No. 12		(124) Units	Parcels A and B (Open space with landscape and trail):	
Planning Area 2 balance:		283 Units Remaining	14.38 acres x 40% =	
			Parcel C (park parcel):	
			TOTAL PARK DEDICATION:	
			5.92 acres	

Filing No.	Planning Area	Dwelling Units (D.U.)	District Park Req. 0.0075 ac per D.U.	Neighborhood Park Req. 0.015 ac per D.U.	District Park Ded.	Neighborhood Park Ded.	Open Space & Trails Ded.
1	PA-4	162	1.22 ac	2.44 ac	1.22 ac (PA-1)	4.46 ac	-
3	PA-4	33	0.25 ac	0.50 ac	0.25 ac (PA-7)	-	-
5	PA-3	157	1.18 ac	2.36 ac	1.18 ac (PA-1)	3.50 ac	3.86 ac
9	PA-3	232	1.74 ac	3.48 ac	1.74 ac (PA-1)	0.83 ac	-
10	PA-2	113	0.85 ac	1.70 ac	0.85 ac (PA-1)	1.73 ac	0.65 ac
11	PA-2	105	0.79 ac	1.58 ac	0.79 ac (PA-1)	1.53 ac	3.30 ac
12	PA-2	124	0.93 ac	1.86 ac	0.93 ac (PA-1)	0.17 ac	5.75 ac

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:

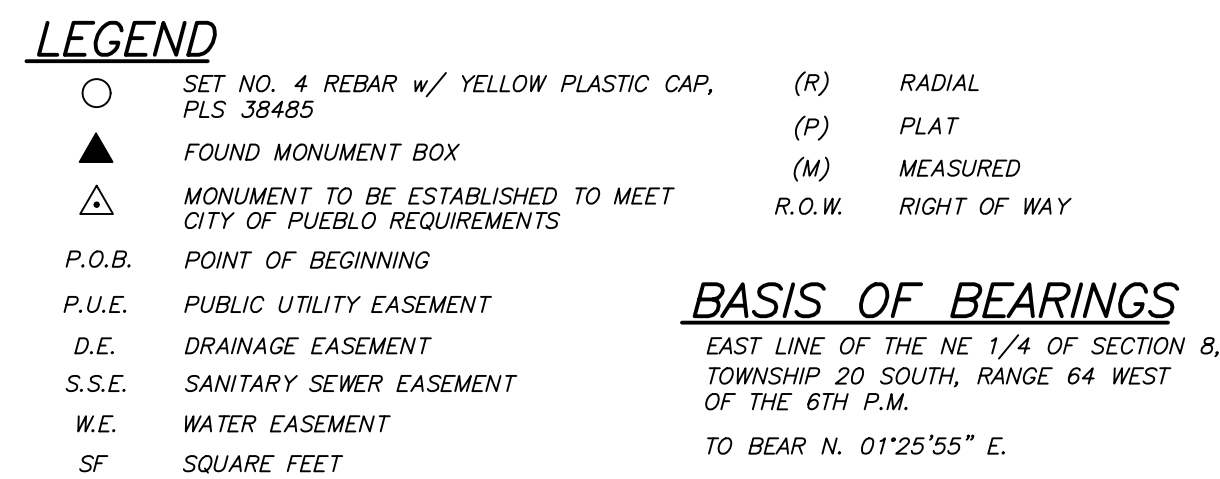
EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
TO BEAR N. 01°25'55" E.

MONUMENTATION MAP

NOT TO SCALE

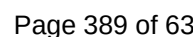
PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

A RESUBDIVISION OF PARCEL H OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE N 1/2 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



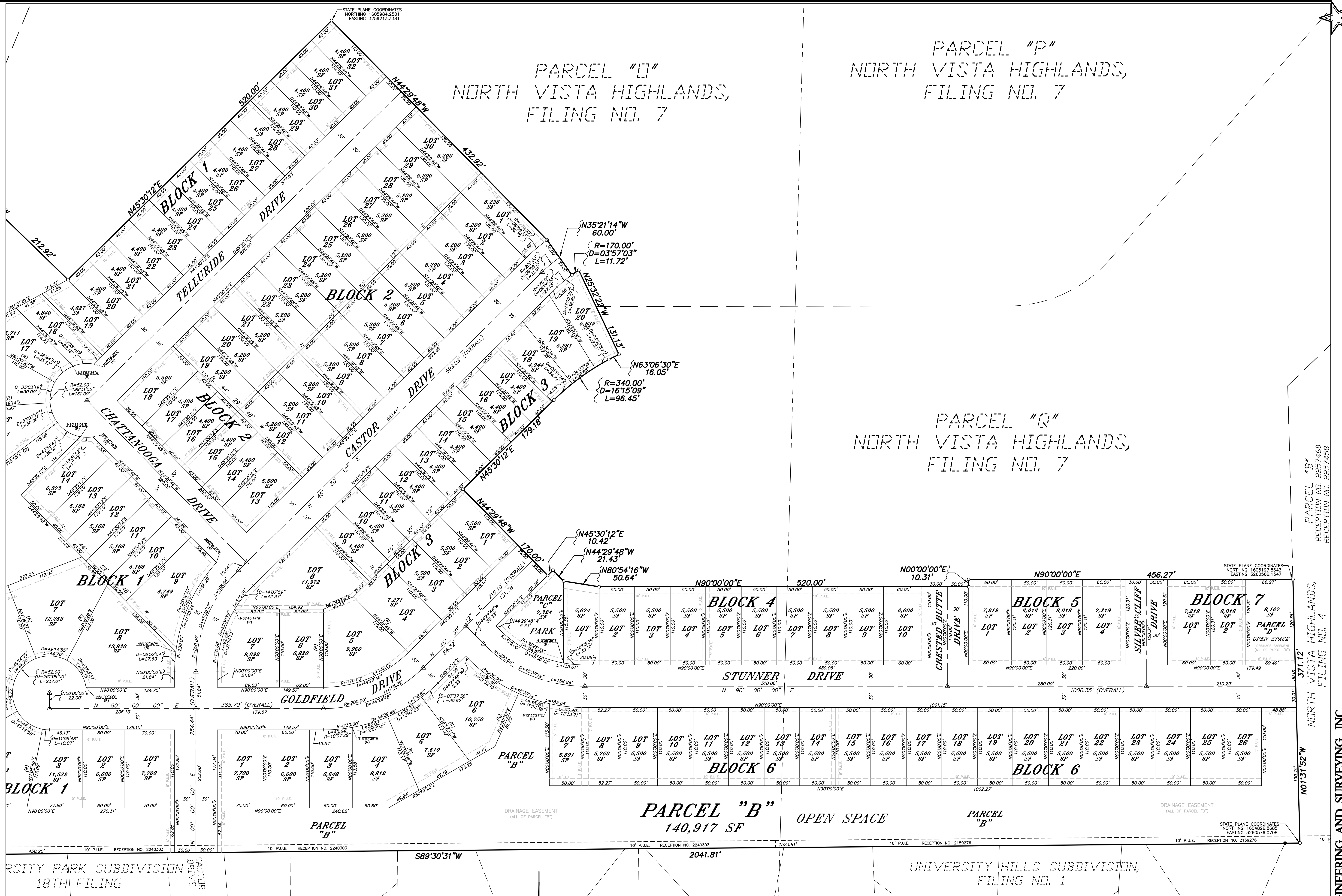
Page 388 of 63

A RESUBDIVISION OF PARCEL H OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE N 1/2 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



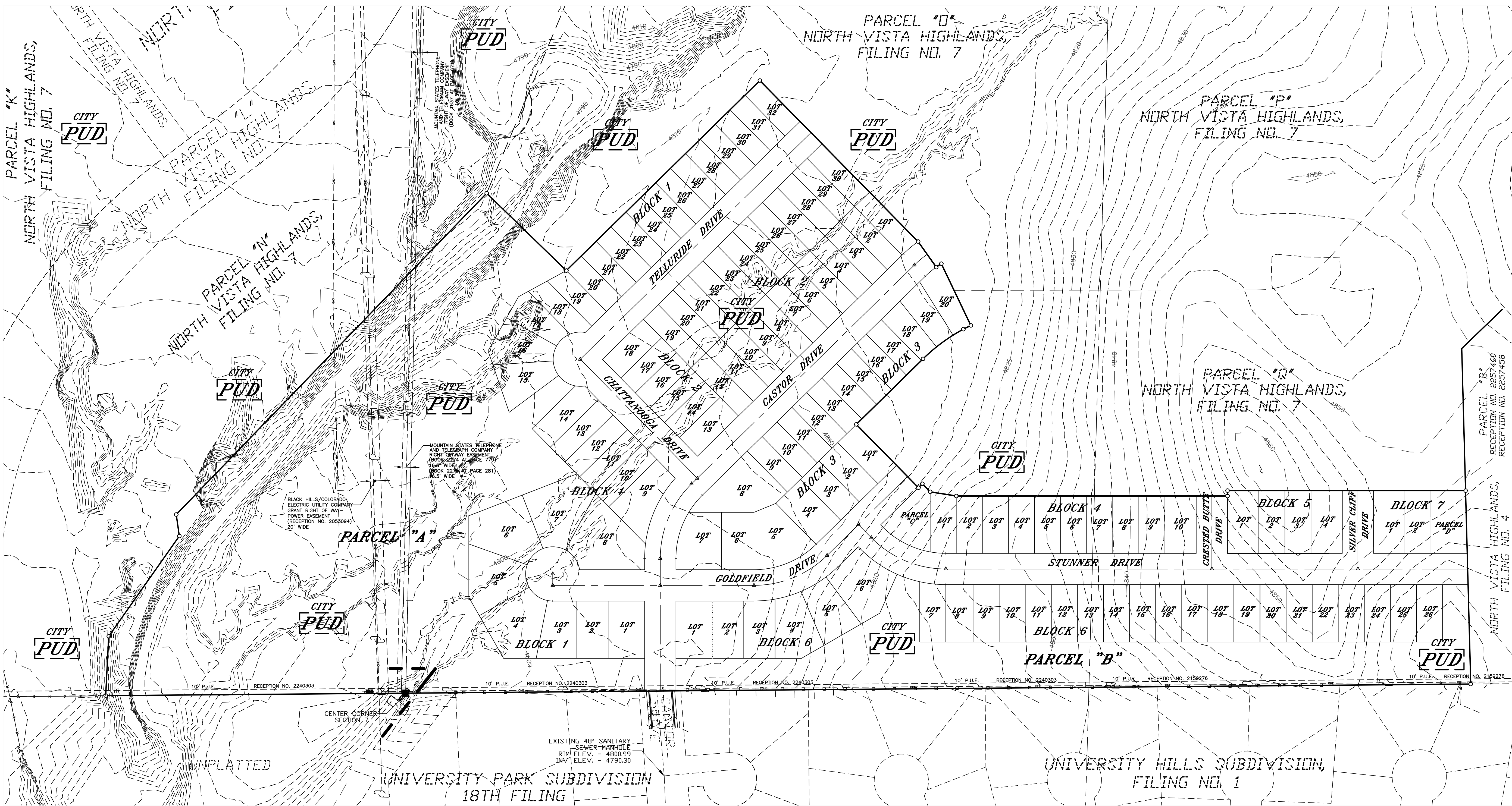
NORTH VISTA HIGHLANDS, FILING NO. 12

A RESUBDIVISION OF PARCEL H OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE N 1/2 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



SUPPLEMENTAL MAP OF:
NORTH VISTA HIGHLANDS, FILING NO. 12

A RESUBDIVISION OF PARCEL H OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE N 1/2 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



LEGEND

- SET NO. 4 REBAR W/ YELLOW PLASTIC CAP, PLS 38485
- ▲ FOUND MONUMENT BOX
- △ MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
- P.O.B. POINT OF BEGINNING
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- W.E. WATER EASEMENT
- SF SQUARE FEET
- (R) RADIAL
- (P) PLAT
- (M) MEASURED
- R.O.W. RIGHT OF WAY
- 4820--- EXISTING CONTOUR (5 FOOT)
- 4811--- EXISTING CONTOUR (1 FOOT)
- E--- UNDERGROUND ELECTRIC LINE
- FOL--- FIBER OPTIC LINE
- OHE--- OVERHEAD POWER LINE
- G--- GAS MAIN
- SAN--- SANITARY SEWER MAIN
- STM--- STORM SEWER MAIN
- T--- TELEPHONE LINE
- W--- WATER MAIN

PUD A-1

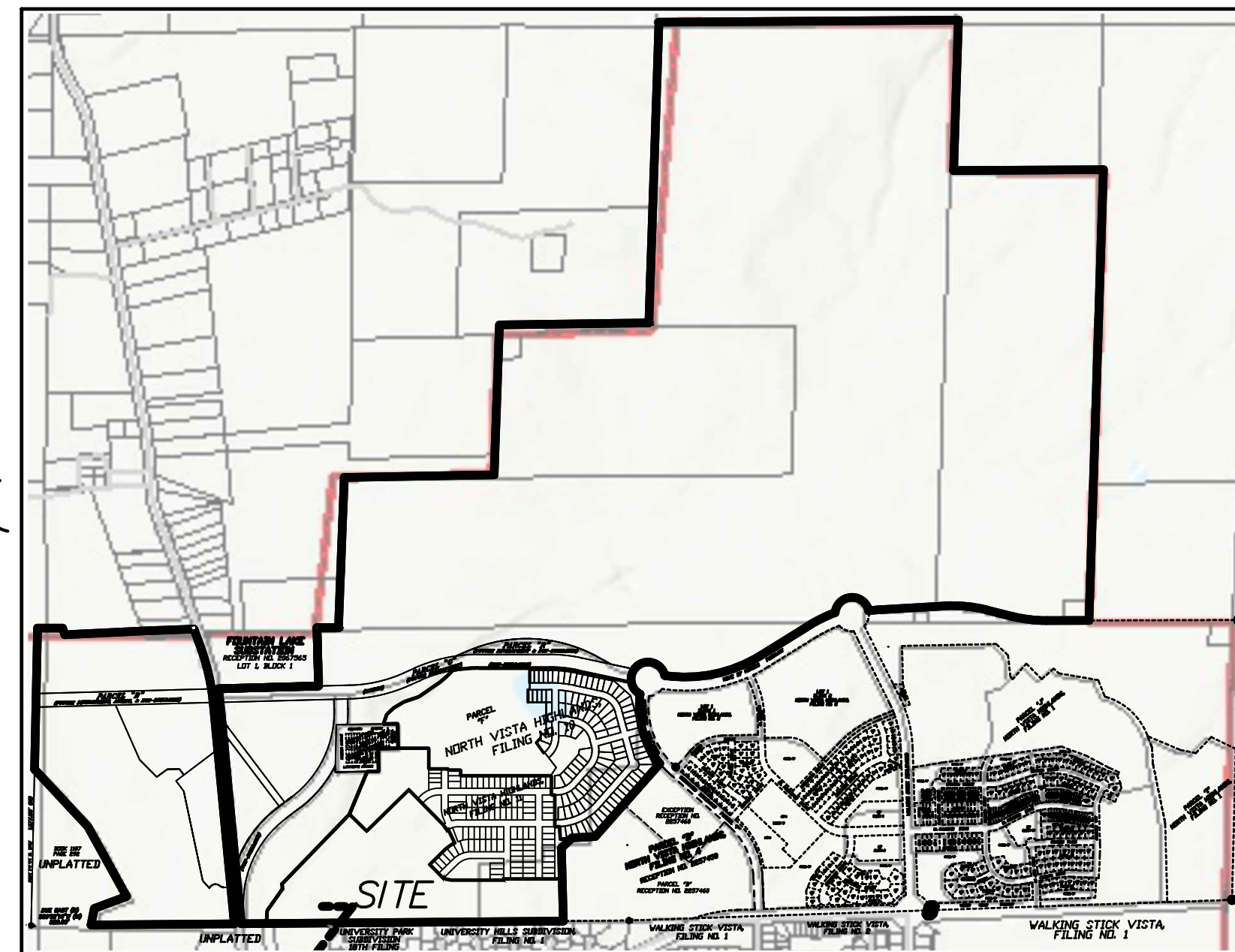
- CURRENT ZONING
- GUY WIRE
- POWER POLE
- TELEPHONE PEDESTAL
- WATER VALVE
- GAS VALVE
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- WATER MANHOLE

BENCHMARK:

E 1/4 CORNER OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST, OF THE 6TH P.M.
NAVD 88 Elevation = 5003.56

NOTES:

- FOR CORRECT LOT INFORMATION REFER TO SUBDIVISION PLAT.
- LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON PER ON-SITE UTILITY LOCATES AND UTILITY COMPANY RECORDS. ABOVE GROUND EVIDENCE OF UTILITIES SHOWN HEREON BY ACTUAL ON-SITE FIELD LOCATION COMPLETED ON (04-26-2024).



VICINITY MAP
NOT TO SCALE

SUBDIVIDER:
NORTH VISTA PUEBLO LAND INVESTMENT LLC
A COLORADO LIMITED LIABILITY COMPANY
NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH STREET
PUEBLO, COLORADO
MAY 06, 2024
SHEET 1 OF 1

PREPARED UNDER THE DIRECT SUPERVISION OF
MICHAEL LEAND CUPPY, PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38465
FOR AND ON BEHALF OF NORTHSTAR ENGINEERING & SURVEYING, INC.
JN 1700930

PREPARED BY:
NORTHSTAR ENGINEERING AND SURVEYING, INC.

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday October 9, 2024, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

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

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

Commissioners Absent: Regina Maestri

Staff Members Present: David Wyatt, Assistant City Attorney, Beritt Odom, Principal Planner, Wade Broadhead, Senior Planner, Cindy Capritta, Land Use Tech. Andrew Hayes, Director of Public Works, Melanie Turner, Traffic Engineer, Joe Martellaro, Associate Engineer II, and Noah Stamm, Drainage Engineer.

Staff Members Absent: Scott Hobson, Acting Director of Planning and Community Development.

Approval of the Agenda: Bailey motioned to move Z-22-10 and S-23-07 to the November 13, 2024, meeting approve the agenda as amended, seconded by Avalos,

Motion Passed: 6-0

Public Meeting Agenda:

Public Hearings:

6. S-24-04 Subdivision: North Vista Highlands Filing No 12, a subdivision of 37.015-acres into single-family residential lots, open space, park, and drainage parcels. 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.

Hearing: Applicants Michael Cuppy, North Star Engineering and Surveying and David Resnick, North Vista Pueblo Land Investment, LLC were sworn in and spoke in support of the application. Being sworn in and speaking in opposition were Thomas Wrona, Harvey Wade, Jacqueline Helzer, John Roth, Jeffrey Tranel, Susan Musso Neugebauer, Scott Epstein, and John Millca, Andrew Hayes, Director of Public Works and Melanie Turner, Traffic Engineer provided information and answered questions.

Commission Action: Bailey moved to recommend the application to City Council seconded by Spinuzzi.

Motion Passed: 5-1 (Avalos)



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-24-02 North Vista Highlands, Filing No. 10
S-24-03 North Vista Highlands, Filing No. 11
S-24-04 North Vista Highlands, Filing No. 12
S-24-05 North Vista Highlands, Filing No. 13

DATE: October 2, 2024

Please place the above referenced submittals on the City Council Agenda.

S-24-04

TO: City of Pueblo, Planning and Zoning Commission

FROM: Beritt Odom, Principal Planner

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

DATE: October 9, 2024

SUBJECT: North Vista Highlands, Filing No. 12

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 south of the future western extension of Home of Heroes Parkway.

EXISTING ZONE: PUD, North Vista

CONCURRENT REQUESTS: S-24-03, North Vista Highlands, Filing No. 10
S-24-04, North Vista Highlands, Filing No. 12
S-24-05 North Vista Highlands, Filing No. 13

REQUEST:

The applicant is requesting to subdivide 37.015-acres into single-family residential lots, open space, and park parcels.

STAFF REVIEW AND FINDINGS:

The subject property is located west of the proposed North Vista Highlands, Filing No. 11, Subdivision. The proposed subdivision is a re-subdivision of Parcel H, North Vista Highlands, Filing No. 10 and divides the property into 124 single-family residential lots, four parcels reserved for park, pedestrian, trail, landscape, drainage, and open space. According to the PUD Development Guide all parcels will be owned, developed and maintained by the North Vista Highlands Metropolitan District, (Section 7, Parks and Open Space). Parcel A is reserved for drainage, detention, and open space, to be maintained by the owner of the parcel. Parcels B and D are reserved for drainage, pedestrian, trail, landscape, and open space to be owned and maintained by the owner. Parcel C is dedicated as park and is the southern extension of NVH 11, Parcel B, which is also dedicated for park purposes. The applicant wishes to include 40-percent of the total area of Parcels A and B as park dedication. The PUD allows for 40-percent dedication of improved arroyos to count towards the required park dedication, Section 7.7.3.4. The PUD Development Guide does not address landscaped trails and their relationship with the required park dedication. Staff does not oppose 40-percent of the parcel area being counted towards parks; however, there is nothing that expressly allows or prevents them from counting open space with trails and landscaping as parks. The Planning Department is requiring a trail plan to be submitted with Part I of the subdivision filing, that shows the general location of the trail improvements, irrigated trees and/or shrubs, and native seed areas; and a statement that the open space landscaping and trail improvements will be constructed prior to the 50th Certificate of Occupancy within the related development phase and or subdivision filing.

Parcel C, which is 7,324 sq. ft., is dedicated as park area and is located within the eastern portion of the subdivision and is the southern extension of the larger park Parcel B, 66,689 sq. ft. located within the NVH Filing, 11 Subdivision. According to the PUD Development Guide, the park is to be developed, owned and maintained by the Metropolitan District. The Trail and Park Plan, indicate that Park Parcel C will have a trail running north and south through the park, providing pedestrian connections between the northern portion of the subdivision to the southern portion and to North Vista Highlands, Filing No. 11. Parcel C will be developed with a north/south trail that connects to the Parcel B trail and the regional east/west trail that will be located within the 40-foot buffer between North Vista Highlands and the University Hills Subdivision, Filing No. 1 and University Park Subdivision, 18th Filing.

The proposed single-family residential lots meet the 3,600 sq. ft. minimum area. The lots vary in size between approximately 4,400 sq. ft. and 13,930 sq. ft., with varying lot widths. The North Vista PUD requires lot widths between 36-59 feet to have 20-foot front-yard setback, lots with widths between 60-75 feet wide are required to have a 25-foot front-yard setback; and lot widths greater than 75-feet to have a 30-foot setback. All proposed subdivided blocks include varying lot widths, which allow the setbacks to vary creating an irregular appearance from the street. The PUD Development Guide requires a 40-foot buffer between the North Vista development and the existing single-family residences in the University Park and Walking Stick Vista Subdivisions. The proposed Parcel B, which is dedicated as open space and has a planned east/west regional trail, will provide the required buffer between the North Vista Highlands development and the adjacent University Park and Walking Stick Vista Subdivisions.

The North Vista PUD Development Guide includes extensive regulations and guidance for Park dedication to ensure that 7.5 acres of park is provided for each 1,000 residents. The PUD requires the subdivider to dedicate .0075 acres of land as District Park and .015 acres as Neighborhood Park with each residential subdivision (Section 7.7.2.3, North Vista Master Plan, Planned Unit development, First Amendment). The PUD identifies Planning Areas 1, 5, and 7 as the locations for future District Park development and requires the subdivider “to clearly indicate on each plat the number of acres for each site and the total acreage proposed for each park or open space dedication within the project” (Section 7.7.3.1 North Vista Master Plan, Planned Unit development, First Amendment). North Vista Highlands, Filing No. 12 will dedicate .93 acres of District Park in Planning Area 1. The North Vista PUD does not state when the District Parks must be subdivided and developed, which carries inherent uncertainty. The proposed neighborhood park in Parcel C (.17 acres), which will be developed with this subdivision, combined with the trail and open space parcels (5.75 acres) exceeds the required 1.86 acres of required park area.

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:	NorthStar Engineering submitted a request for modifications letter, May 6, 2024, Michael Cuppy, PE., PLS. requesting; however their request was to modify provisions of the PUD Development Guide,
--	--

	which is not applicable to subdivision, as allowed by Section 12-4-10 of the Pueblo Municipal Code.
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, October 2, 2024.
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.)	- Amend the Trail and Park Plan title to include the names of the Subdivisions that are included in the plan, similar to the following: - North Vista Filings, 10, 11, 12, and 13, Trail and Park Plan

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

❑ **Site Character:**

The subject property is unimproved.

❑ **Neighborhood Compatibility:**

North	North Vista Highlands, Filing No. 11 Subdivision, unimproved single-family residential
East	North Vista Highlands, Filing No. 4, unimproved single-family residential.
South	University Hills Subdivision, Filings No.1 and 18. Developed with single-family residences.
West	North Vista PUD, unimproved North Vista Highlands, Filing No. 7 and the proposed North Vista Highlands, Filing No. 10.

❑ **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. 12, creates over 100 single-family residential lots, parcels for parks, trails, and utilities. The proposed development includes provisions for trails linking residences to the neighborhood park and the surrounding neighborhoods. The proposed subdivision is consistent with the PUD Development Guide and the Pueblo Regional Comprehensive Plan.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:**□ Minimum lot size and width:**

- The proposed 124 single-family lots meet the minimum 36-foot lot width with all lots being greater than 50-feet in width.
- All lots are greater than the minimum 3,600 square feet.

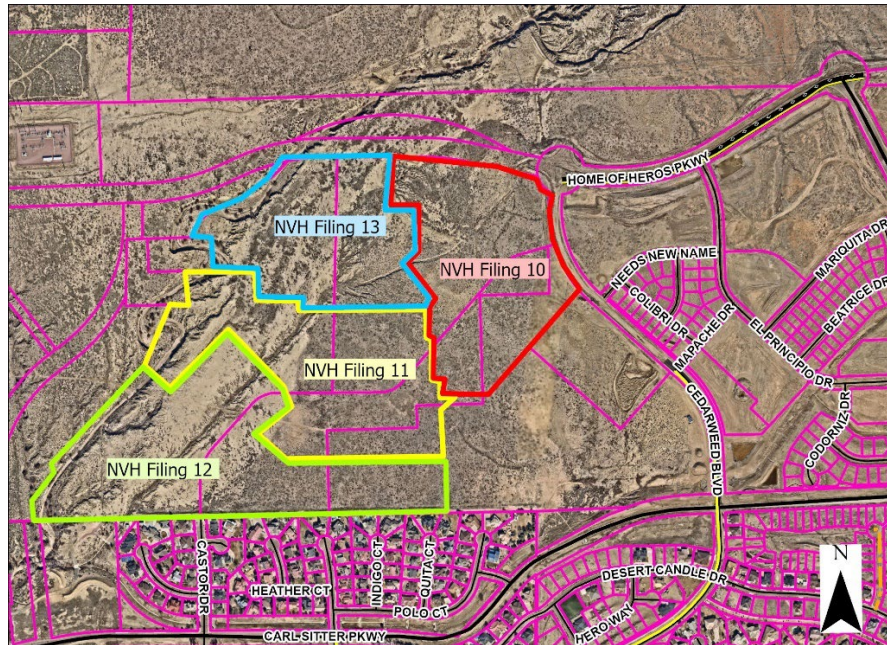
REFERRAL AGENCIES AND COMMENTS:

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

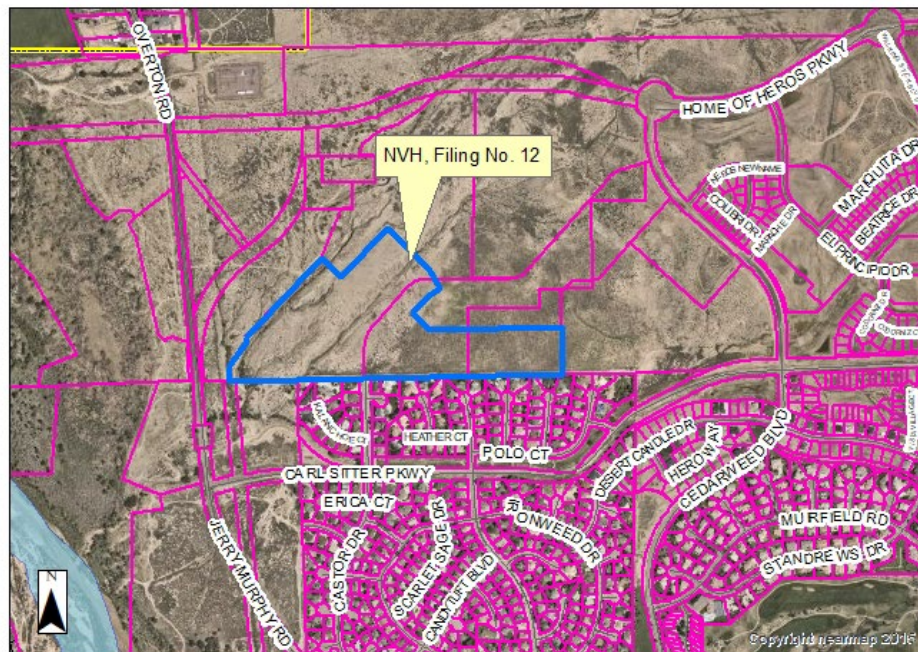
ATTACHMENTS:

- A. Aerial Photograph NVH Filings 10-13
- B. Aerial Photograph
- C. Zoning Map
- D. Comprehensive Plan Map
- E. Site Photographs
- F. SRC Memo October 2, 2024
- G. Plat
- H. Subdivision Application

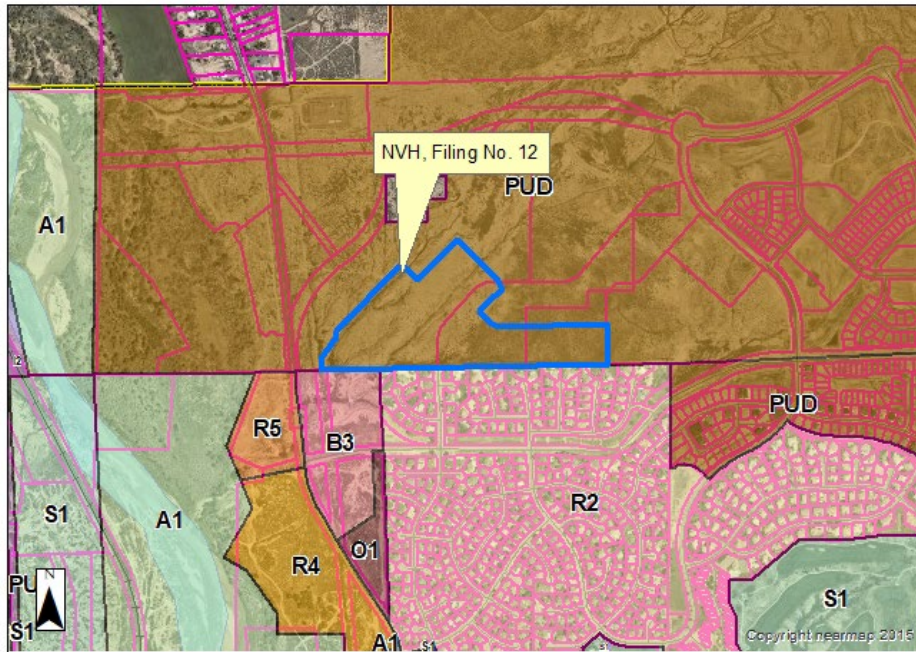
ATTACHMENTS:



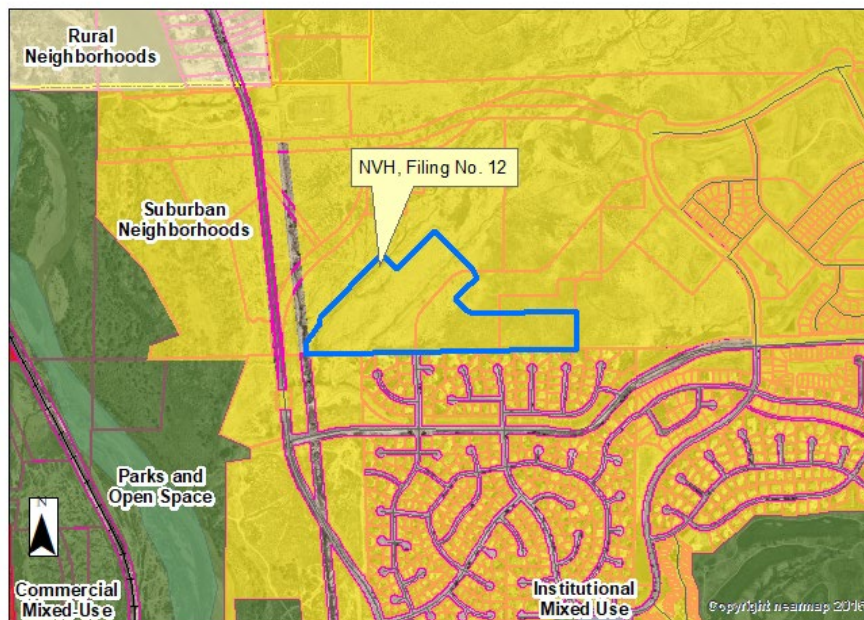
A. Aerial Photograph NVH Filings 10-13



B. Aerial Photograph



C. Zoning



D. Comprehensive Plan

Attachment D. Site Photos



North Vista Highlands, Filings. 10-13, looking southwest from Home of Heros Parkway



North Vista Highlands, Filings 10-13 looking west from Home of Heros Parkway

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: October 2, 2024

Subject: S-24-04 North Vista Highlands, Filing No. 12 Subdivision

S-24-04 North Vista Highlands, Filing No. 12: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	NorthStar Engineering submitted a request for modifications letter, May 6, 2024, Michael Cuppy, PE., PLS. requesting; however their request was to modify provisions of the PUD Development Guide, which is not applicable to subdivision, as allowed by Section 12-4-10 of the Pueblo Municipal Code.
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, October 2, 2024.
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.)	- Amend the Trail and Park Plan title to include the names of the Subdivisions that are included in the plan, similar to the following: - North Vista Filings, 10, 11, 12, and 13, Trail and Park Plan

NORTH VISTA HIGHLANDS, FILING NO. 12

A RESUBDIVISION OF PARCEL H OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE N 1/2 OF SECTION 7, 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 Re-subdivision of Parcel "H", in North Vista Highlands, Filing No. 10, according to the recorded plat thereof as filed for record on _____, 20____ at Reception No. _____ in the Pueblo County Records.

Containing 37.015 acres, more or less

Have caused the foregoing described property to be surveyed, platted and subdivided into lots, blocks, 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. 12.

All of the streets, easements for drainage, detention, sidewalks, trail and all public utilities, shown hereon, are hereby dedicated to the public for perpetual use.

Parcel A is hereby reserved for drainage, detention and open space to be owned and maintained by the owner of said parcel subject to the terms and conditions of the Stormwater Facility Maintenance Agreement referenced hereon. Parcel A in its entirety, is hereby dedicated to the City as a drainage easement.

Parcels B & D are hereby reserved for drainage, pedestrian, trail, landscape, and open space to be owned and maintained by the owner of said parcel or any subsequent owner(s).

Parcel C is hereby reserved for park space to be owned and maintained by the owner of said parcel or any subsequent owner(s).

Drainage facilities located within drainage or detention easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owner(s) of the lots or parcels upon which the easements are located. The City of Pueblo is hereby granted the right but not the obligation in its discretion to maintain, repair, or replace the drainage facilities within such easements and to recover the costs thereof, plus administrative expenses from said owner(s). All drainage easements shall be further subject to the Stormwater Facility Maintenance Agreement dated _____ and filed contemporaneously with the annexed plat.

Streets, curbs & gutters, and sidewalks located within ingress/egress or access easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all Lots within the subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

All of the property shown on this plat is subject to the terms and conditions defined and described in the Declaration of Covenants, dated July 13, 2021, and recorded in the Pueblo County Records at Reception No. 2234574.

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

_____, 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

— 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. 36485
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. 12 has been approved for recording in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado.

City Clerk 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

NORTH VISTA Planned PUD Units Planning Area 2:		625 Units Total	CURRENT NORTH VISTA PUD Park Dedication in Planning Area 2:			
North Vista Highlands, Filing No. 10		(113) Units	North Vista Highlands, Filing No. 12:			
North Vista Highlands, Filing No. 11		(105) Units	Neighborhood/Pocket Park Dedication			
North Vista Highlands, Filing No. 12		(124) Units	Parcels A and B (Open space with landscape and trail):			
Planning Area 2 balance:		283 Units Remaining	14.38 acres x 40% =			
			Parcel C (park parcel):			
			TOTAL PARK DEDICATION:			
			5.92 acres			

Filing No.	Planning Area	Dwelling Units (D.U.)	District Park Req. 0.0075 ac per D.U.	Neighborhood Park Req. 0.015 ac per D.U.	District Park Ded.	Neighborhood Park Ded.	Open Space & Trails Ded.
1	PA-4	162	1.22 ac	2.44 ac	1.22 ac (PA-1)	4.46 ac	—
3	PA-4	33	0.25 ac	0.50 ac	0.25 ac (PA-7)	—	—
5	PA-3	157	1.18 ac	2.36 ac	1.18 ac (PA-1)	3.50 ac	3.86 ac
9	PA-3	232	1.74 ac	3.48 ac	1.74 ac (PA-1)	0.83 ac	—
10	PA-2	113	0.85 ac	1.70 ac	0.85 ac (PA-1)	1.73 ac	0.65 ac
11	PA-2	105	0.79 ac	1.58 ac	0.79 ac (PA-1)	1.53 ac	3.30 ac
12	PA-2	124	0.93 ac	1.86 ac	0.93 ac (PA-1)	0.17 ac	5.75 ac

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.

MONUMENTATION MAP

NOT TO SCALE

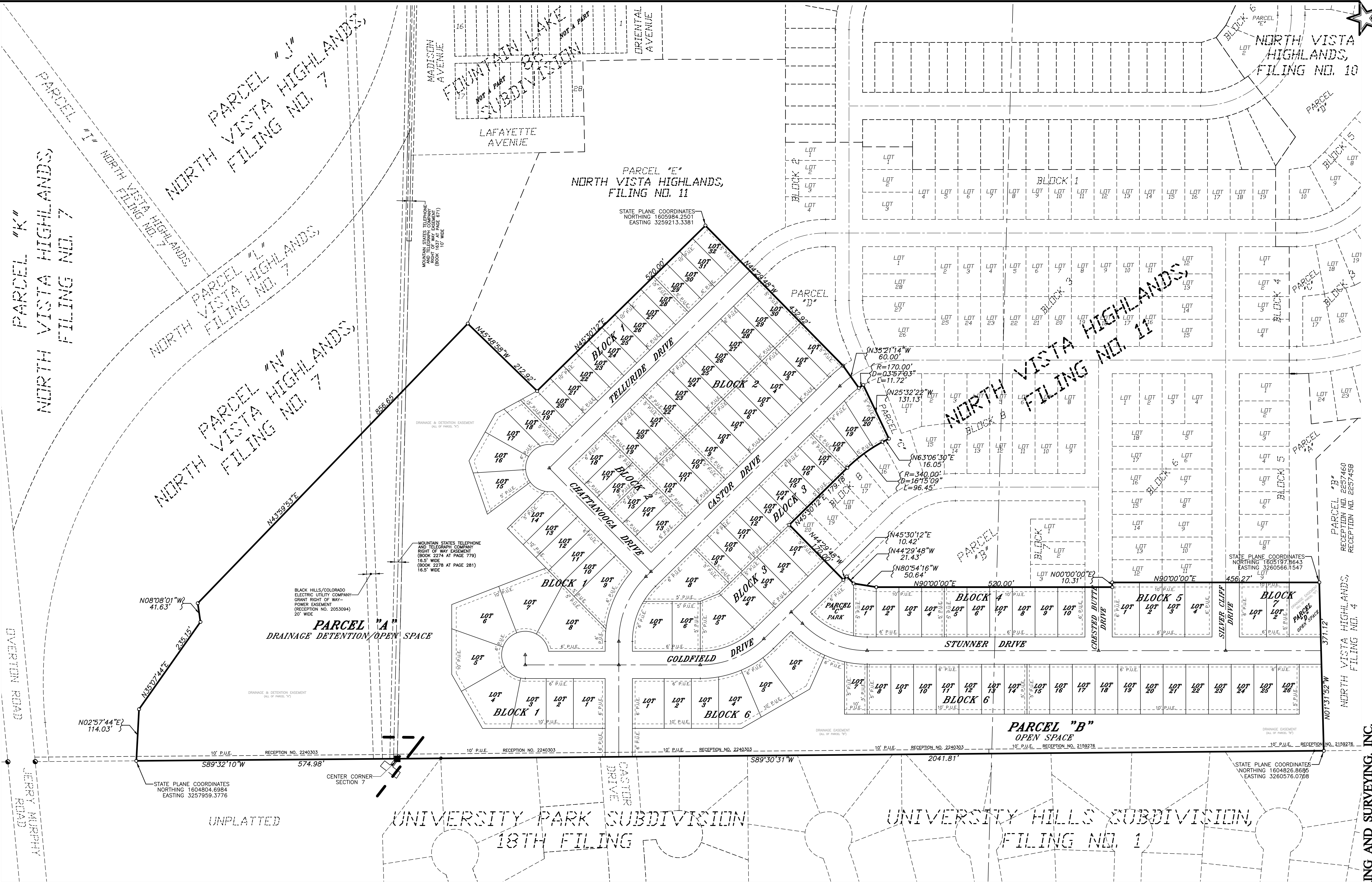
PREPARED BY:

NORTHSTAR ENGINEERING AND SURVEYING, INC.



NORTH VISTA HIGHLANDS, FILING NO. 12

A RESUBDIVISION OF PARCEL H OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE N 1/2 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

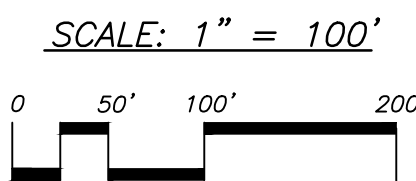


LEGEND

- SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485
- ▲ FOUND MONUMENT BOX
- △ MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
- P.O.B. POINT OF BEGINNING
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- W.E. WATER EASEMENT
- SF SQUARE FEET
- (R) RADIAL
- (P) PLAT
- (M) MEASURED
- R.O.W. RIGHT OF WAY

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.



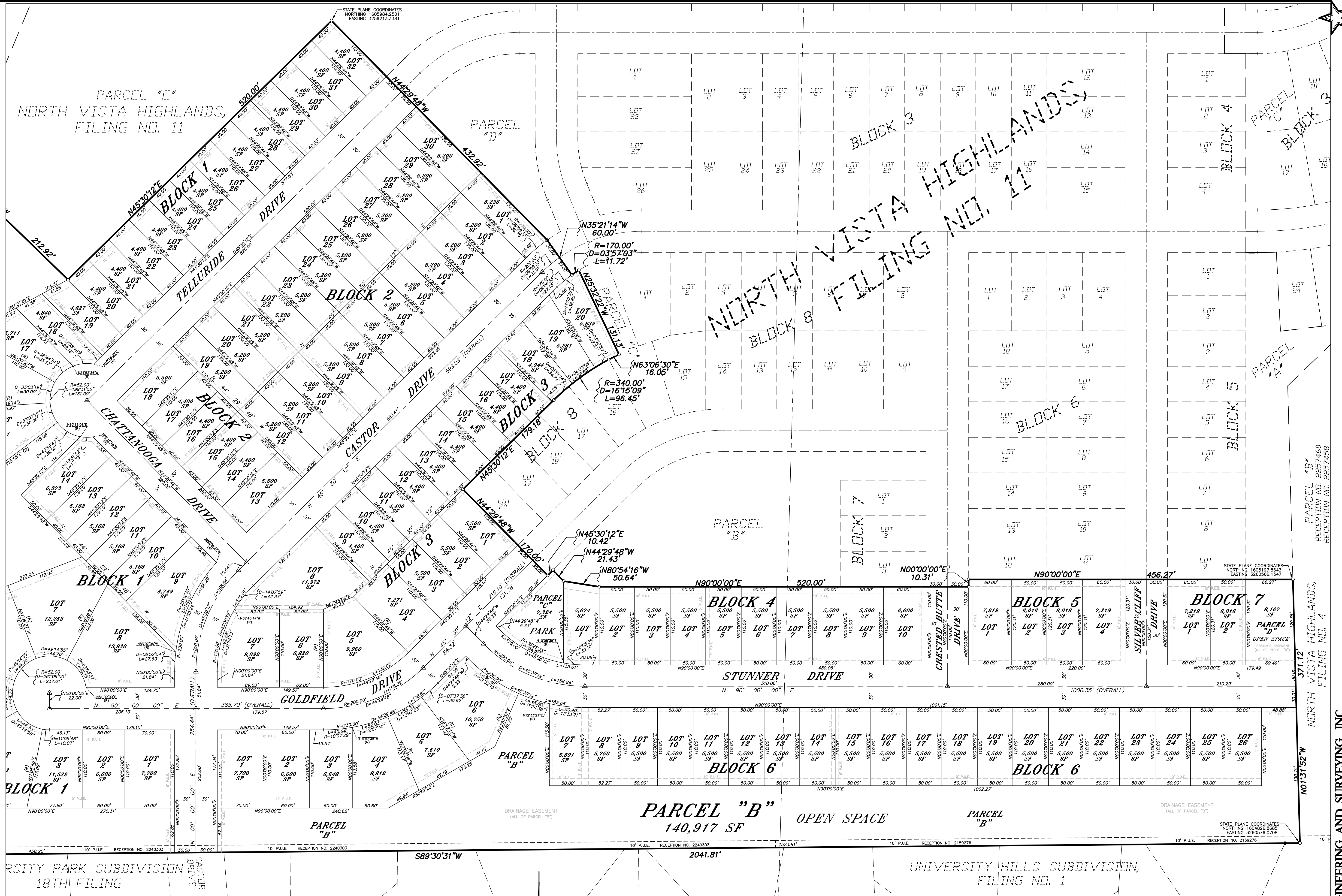
PREPARED BY: NORTSTAR ENGINEERING AND SURVEYING, INC.

A RESUBDIVISION OF PARCEL H OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE N 1/2 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



NORTH VISTA HIGHLANDS, FILING NO. 12

A RESUBDIVISION OF PARCEL H OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE N 1/2 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



LEGEND

- SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485
- ▲ FOUND MONUMENT BOX
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- P.O.B. POINT OF BEGINNING
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- W.E. WATER EASEMENT
- SF SQUARE FEET
- (R) RADIAL
- (P) PLAT
- (M) MEASURED
- R.O.W. RIGHT OF WAY

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.

NORTH VISTA HIGHLANDS, FILING NO. 4

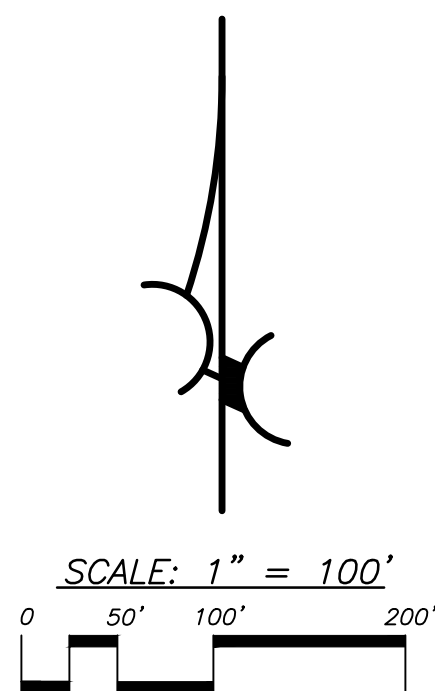
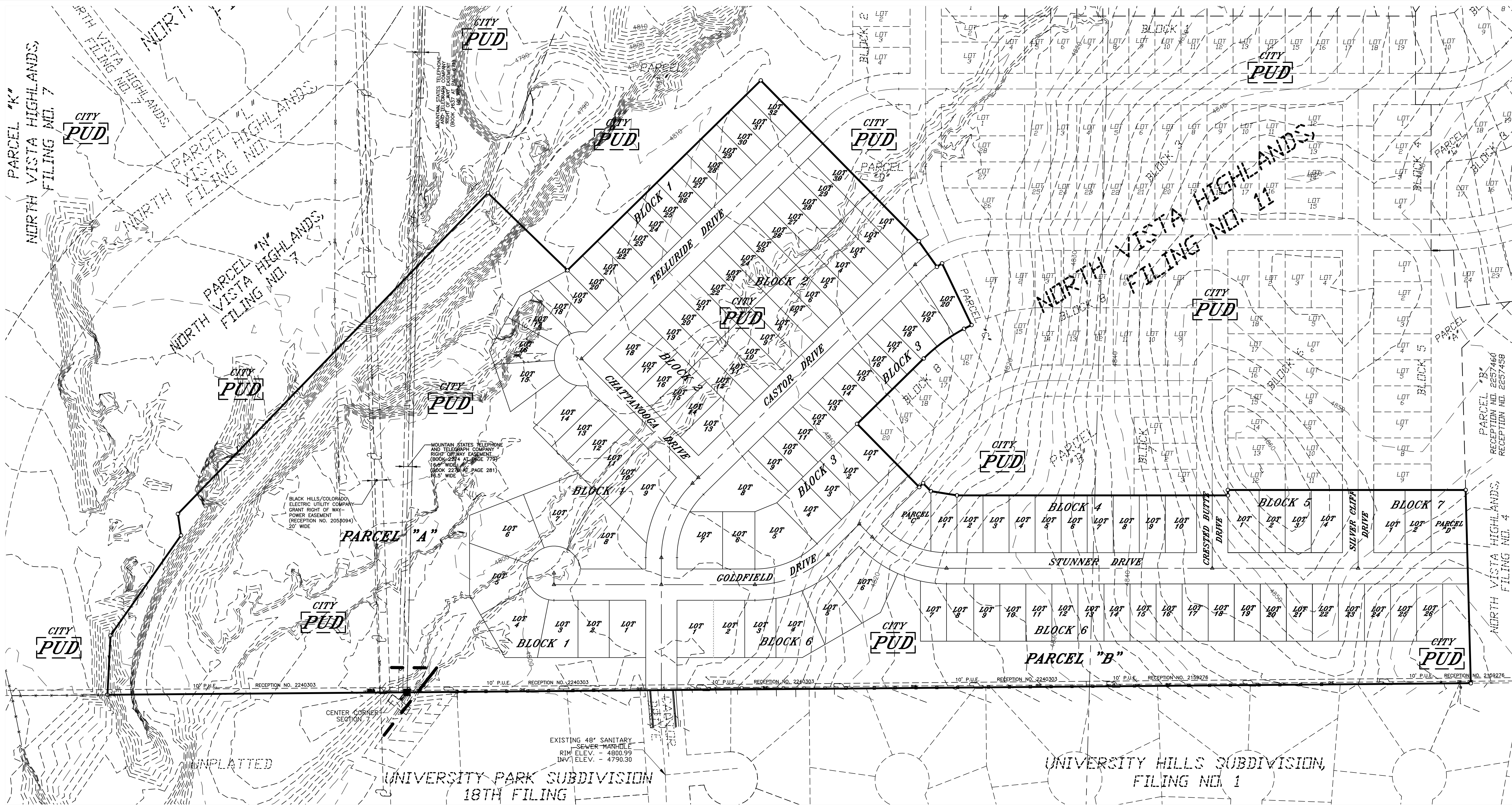
PARCEL "B"
RECEPTION NO. 2257460
RECEPTION NO. 2257459

JN 1700930

SHEET 4 OF 4

SUPPLEMENTAL MAP OF:
NORTH VISTA HIGHLANDS, FILING NO. 12

A RESUBDIVISION OF PARCEL H OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE N 1/2 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

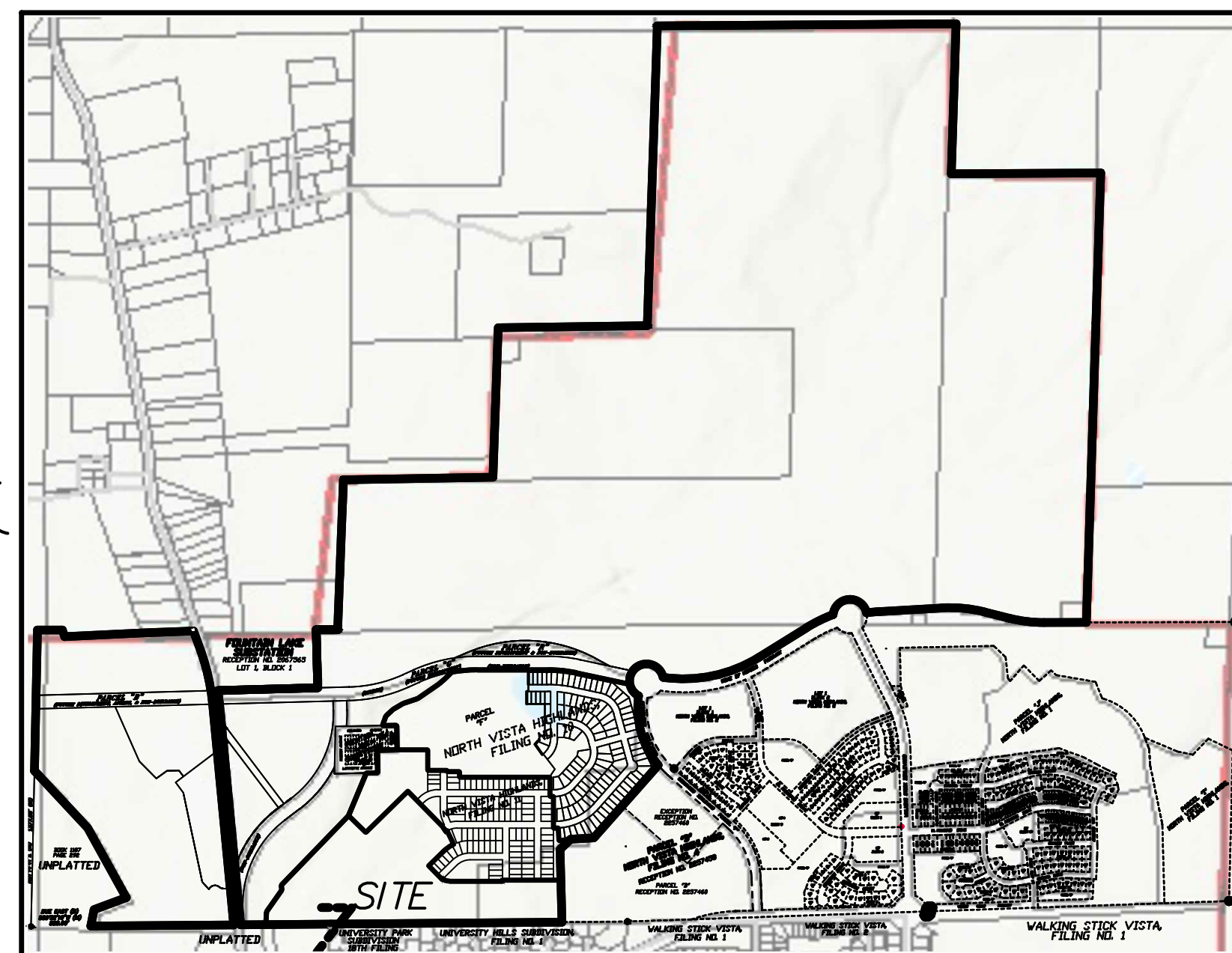


BENCHMARK:
E 1/4 CORNER OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST,
OF THE 6TH P.M.
NAVD 88 Elevation = 5003.56

- NOTES:**
- FOR CORRECT LOT INFORMATION REFER TO SUBDIVISION PLAT.
 - LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON PER ON-SITE UTILITY LOCATES AND UTILITY COMPANY RECORDS. ABOVE GROUND EVIDENCE OF UTILITIES SHOWN HEREON BY ACTUAL ON-SITE FIELD LOCATION COMPLETED ON (04-26-2024).

LEGEND

- | | | | |
|----------------|--|----------------|---------------------------|
| ○ | SET NO. 4 REBAR W/ YELLOW PLASTIC CAP, PLS 38485 | -----4820----- | EXISTING CONTOUR (5 FOOT) |
| ▲ | FOUND MONUMENT BOX | -----4811----- | EXISTING CONTOUR (1 FOOT) |
| △ | MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS | -----E----- | UNDERGROUND ELECTRIC LINE |
| P.O.B. | POINT OF BEGINNING | -----FOL----- | FIBER OPTIC LINE |
| P.U.E. | PUBLIC UTILITY EASEMENT | -----OHE----- | OVERHEAD POWER LINE |
| D.E. | DRAINAGE EASEMENT | -----G----- | GAS MAIN |
| S.S.E. | SANITARY SEWER EASEMENT | -----SAN----- | SANITARY SEWER MAIN |
| W.E. | WATER EASEMENT | -----STM----- | STORM SEWER MAIN |
| SF | SQUARE FEET | -----T----- | TELEPHONE LINE |
| (R) | RADIAL | -----W----- | WATER MAIN |
| (P) | PLAT | | |
| (M) | MEASURED | | |
| R.O.W. | RIGHT OF WAY | | |
| PUD A-1 | CURRENT ZONING | | |
| ○ | GUY WIRE | | |
| ○ | POWER POLE | | |
| □ | TELEPHONE PEDESTAL | | |
| WV | WATER VALVE | | |
| GV | GAS VALVE | | |
| ○ | SANITARY SEWER MANHOLE | | |
| ○ | STORM SEWER MANHOLE | | |
| ○ | WATER MANHOLE | | |



VICINITY MAP
NOT TO SCALE

PREPARED BY:

NORTHSTAR ENGINEERING AND SURVEYING, INC.

PREPARED UNDER THE DIRECT SUPERVISION OF
MICHAEL LEAND CUPPY, PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38465
FOR AND ON BEHALF OF NORTHSTAR ENGINEERING & SURVEYING, INC.

ENGINEERS AND
SURVEYORS:

NORTH VISTA PUEBLO LAND INVESTMENT LLC
A COLORADO LIMITED LIABILITY COMPANY
NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH STREET
PUEBLO, COLORADO

SUBDIVIDER:

PARCEL "B"
RECEPTION NO. 2257466
RECEPTION NO. 2257458
NORTH VISTA HIGHLANDS,
FILING NO. 4

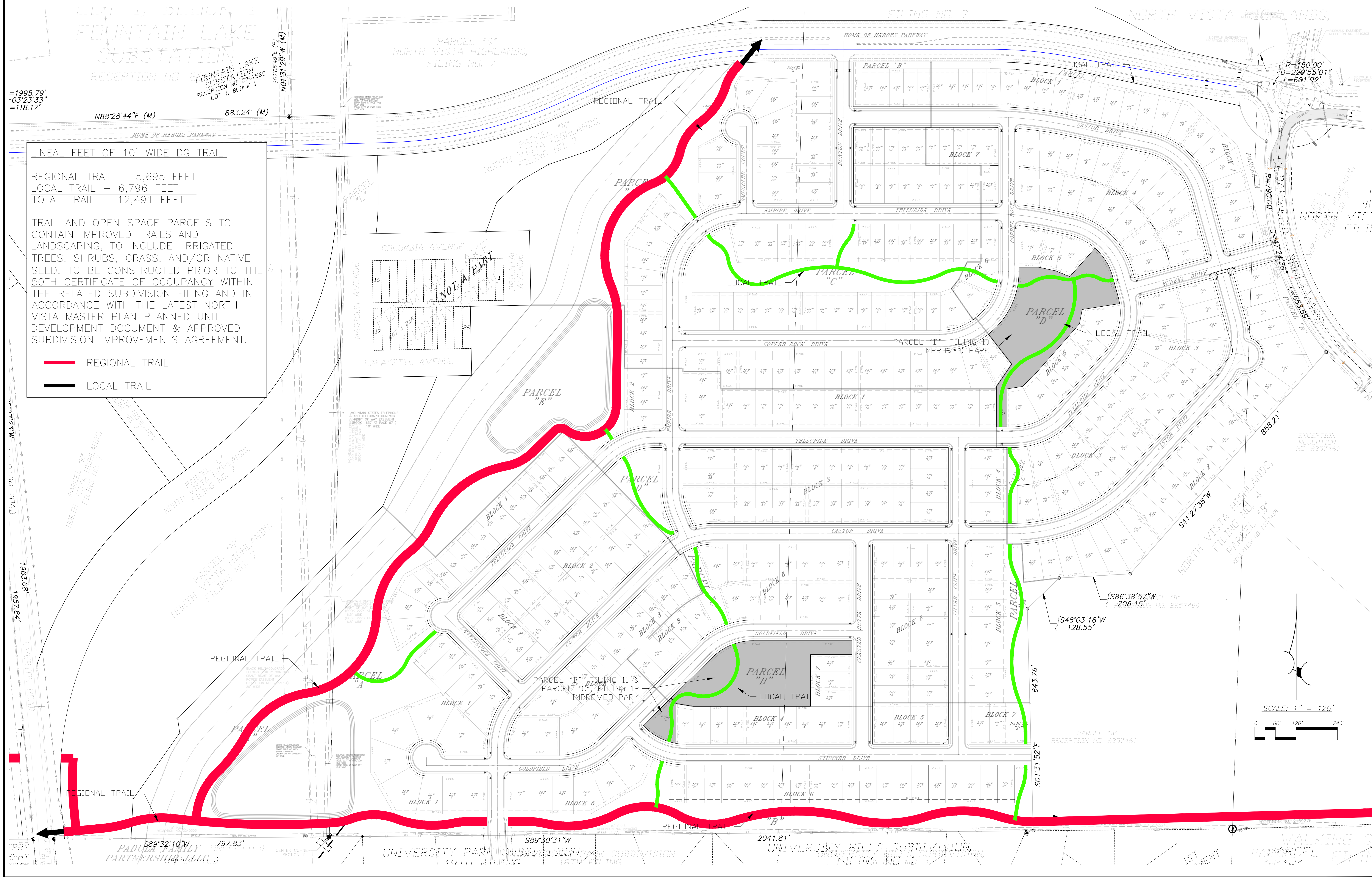
PARCEL "A"
RECEPTION NO. 2240303
RECEPTION NO. 2240303
RECEPTION NO. 2240303
RECEPTION NO. 2189426
RECEPTION NO. 2189426

JN 1700930

MAY 04, 2024

SHEET 1 OF 1

TRAIL AND PARK PLAN



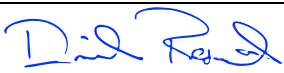
Planning & Zoning Application

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 Pl Castle Rock, CO	Zip: 80109	Address:	Zip:		
	Phone: (619) 838-8855		Phone: ()			
	Email: djresnick@gmail.com		Email:			
	Engineer		Surveyor			
	Name: Michael Cuppy		Name:			
	Company: NorthStar Engineering and Surveying, Inc.		Company:			
	Address: 111 E. 5th St.	Zip: 81003	Address:	Zip:		
Property Info	Phone: (719) 544-6823		Phone: ()			
	Email: mcuppy@northstar-co.com		Email:			
	<i>The applicant will be the primary contact unless otherwise noted.</i>					
Project Scope	Project Location: South of future Home of Heroes, West of Cedarweed Blvd., East of Overton Rd. (address or general description) North Vista Highlands Planning Area 2					
	Parcel No(s): 407102010, 407102011, 407102012					
	Existing Zone:		Proposed Zone (if applicable):			
	PUD Name (if applicable): North Vista Highlands					
Project Scope	Project Name: North Vista Highlands, Filing No. 10					
	☐ 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>113 Lots</u> Total acres: <u>116.37 ac</u> 8 Parcels					
	☐ 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 existing "future development" parcels into single family residential lots		
	What is the total acreage included in the project? 116.37 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: April 30, 2024
	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:

CERTIFICATION OF NOTICE GIVEN TO OWNERS OF MINERAL ESTATE

The undersigned having filed an application for development with the City of Pueblo, Colorado, which application is described as North Vista Highlands, Filing No. 10

_____ does hereby certify that (check appropriate box):

- ☒ the surface estate and mineral estate in the property which is the subject of the application for development have not been severed; or
- ☐ the surface estate and mineral estate in the property which is the subject of the application for development have been severed and the undersigned has timely given all required notices to the mineral estate owner and to the City of Pueblo in compliance with Section 24-65.5-101 et seq., C.R.S.

Signed at Pueblo, Colorado, this _____ day of April 30, 2024, _____.

APPLICANT:



North Vista Pueblo Land Investment, LLC,
Name: a Colorado Limited Liability Company

By: David Resnick

Title: Manager

REQUEST FOR DEFERRED FILINGS

As Subdivider of North Vista Highlands, Filing No. 10, the undersigned Subdivider hereby requests that the detail plans and profiles for streets, sanitary sewers, storm sewers and other drainage facilities, off site easements and covenants, if any, subdivision improvements agreement, and other documents and information which may be required by the City Staff or the Planning and Zoning Commission described in the attached Exhibit "A" (the Deferred Filings) be deferred for up to one year after the date the subdivision plat is conditionally approved by ordinance adopted by the City Council.

Subdivider understands and agrees that if a complete set of such Deferred Filings are for any reason not filed with and approved by the Director of Public Works within said one year period, or within any extended period granted by resolution of the City Council, the ordinance conditionally approving the final subdivision plat shall automatically be rescinded and repealed thirty (30) days after having received written notice of such recession and repeal.

Subdivider further understands and agrees that no final subdivision plat of a subdivision shall be recorded in the office of the Pueblo County Clerk and Recorder and no building permit shall be issued for any structure or building within this subdivision until all information, documents, drawings, profiles, and plats required by Chapter 4 of Title XII of the 1971 Code of Ordinances with respect to this subdivision, including without limitation Deferred Filings, have been timely filed and approved by the Director of Public Works.

North Vista Pueblo Land Investment, LLC,
Subdivider: a Colorado Limited Liability Company

By: 
David Resnick, Manager

Date: April 30, 2024

Accepted this _____ day of _____, _____.

Director of Public Works

EXHIBIT "A"

DEFERRED FILINGS

- ☒ Construction plans, profile and details of streets, sanitary sewers, storm sewers, drainage facilities.
- ☐ Offsite easements, on City approved forms, signed by the property owner.
- ☐ Covenants, on City approved forms, pertaining to the maintenance of sanitary sewer, storm sewer, landscaping and drainage facilities on private property, signed by the property owner.
- ☒ Subdivision improvements agreement with Exhibit "A" and "B" and addendums.
- ☒ Final drainage report including all items listed in the "Final Drainage Report Checklist".
- ☐ Environmental report (if required).
- ☐ Written approval by the Pueblo Regional Building Department of any proposed private sanitary sewer system.
- ☒ Soils report with "R" values for pavement design.
- ☐ Copy of CDOT access permit, signed by the subdivider.

STATEMENT OF AUTHORITY

Pursuant to C.R.S. §38-30-172, the undersigned hereby executes this Statement of Authority on behalf of North Vista Pueblo Land Investment, LLC,
a, Colorado Limited Liability Company, an entity other than an individual, capable of holding title to real property (the "Entity"), and states as follows:

The name of the Entity is North Vista Pueblo Land Investment, LLC,
a Colorado Limited Liability Company

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

The mailing address for the Entity is 3819 Broadview Pl, Castle Rock, CO 80109

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: David Resnick.

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

(if no limitations, insert "None")

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

(if no other matters, leave this section blank)

EXECUTED this _____ day of _____, _____.

Signature: _____

Name (typed or printed): David Resnick

Title (if any): Manager

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
_____ by David Resnick, on behalf of North Vista Pueblo Land,
Investment, LLC, a Colorado Limited Liability Company.

Witness my hand and official seal.

My commission expires: _____

[S E A L]

Notary Public

September 23, 2024

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-24-04: North Vista Filing, No. 12, Subdivision: A subdivision of 37.015-acres into single-family residential lots, open space, park, and drainage parcels. 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 October 9, 2024, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO. To view the meeting by Zoom: <https://www.zoomgov.com/j/1603832441?pwd=oYGaUDZZfhYtMgcqpA7X0p2SJjWy3h.1>

Meeting ID: 160 383 2441, Passcode: 911780, Telephone: 1 669 254 5252 US (San Jose). You are welcome to attend this public hearing, in person, to 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

September 23, 2024

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Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

CASE NUMBER: S-24-04

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 12 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.

September 24, 2024

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo_____

Owner	OwnerStree	OwnerCity	Ow	OwnerZip
MCCLUNG STEPHANIE DRAKE	1 VINCA CT	PUEBLO	CO	81008-1923
BISHOP OF PUEBLO	101 N GREENWOOD ST	PUEBLO	CO	81003-3164
JAGUNICH THOMAS P/JAGUNICH ANITA	2 KALANCHOE CT	PUEBLO	CO	81008-1925
SKELLY ELIZABETH ELLEN/LLOYD EMIL	287 S LA GRANGE CIR	PUEBLO WE	CO	81007-3169
COFFMAN MATTHEW W/COFFMAN MARYBET	33 HEATHER CT	PUEBLO	CO	81001-1057
NORTH VISTA PUEBLO LAND INVESTMENT	3819 BROADVIEW PL	CASTLE ROCK	CO	80109-4507
DAVID RESNICK SEPARATE PROPERTY TRU	3819 BROADVIEW PL	CASTLE ROCK	CO	80109-4507
HURD MARK D/HURD KATHY A	3901 OUTLOOK BLVD STE C	PUEBLO	CO	81008-1696
DORR DANA / DORR VALERIE	4 KALANCHOE CT	PUEBLO	CO	81008-1925
TRANEL JEFFREY E/TRANEL VANESSA L	4 VINCA CT	PUEBLO	CO	81008-1923
PADULA FAMILY PARTNERSHIP LLLP	4202 ST ANDREWS DR	PUEBLO	CO	81001-1168
CARTER BARTON P/RIGGIO CARTER STA	4804 CEDARWEED BLVD	PUEBLO	CO	81001-1000
PUGH DRUCILLA N	4804 JASMINE CT	PUEBLO	CO	81001-1047
SINGH TEJINDER/GILL SHELLY	4805 INDIGO CT	PUEBLO	CO	81001-1056
SIMONICH MATTHEW P/SIMONICH LISA	4805 JASMINE CT	PUEBLO	CO	81001-1054
CARTER STEPHANIE	4806 CEDARWEED BLVD	PUEBLO	CO	81001-1000
TRUJILLO BRIAN/WARE SONDR	4806 INDIGO CT	PUEBLO	CO	81001-1055
RESIDENT	4806 JASMINE CT	PUEBLO	CO	81001-1047
KOUCHNERKAVICH THOMAS A/KOUCHNERKA	4807 CASTOR DR	PUEBLO	CO	81008-1924
AZAR CAMILLE	4807 CEDARWEED BLVD	PUEBLO	CO	81001-1013
WHITE JOHN TODD	4807 INDIGO CT	PUEBLO	CO	81001-1056
JOYCE DAVID J/SKEWES ELIZABETH B	4807 JASMINE CT	PUEBLO	CO	81001-1054
HODAPP MARK S/HODAPP CAMILLE D	4807 POLO CT	PUEBLO	CO	81001-1059
FINEGOLD DAVID/FINEGOLD JILL	4807 QUITA CT	PUEBLO	CO	81001-1072
STECKLEIN MELISSA/STECKLEIN SEAN	4808 CEDARWEED BLVD	PUEBLO	CO	81001-1000
GILLISPIE KRISTINA P / GILLISPIE	4808 INDIGO CT	PUEBLO	CO	81001-1055
HELZER DOUGLAS M/HELZER JACQUELIN	4808 JASMINE CT	PUEBLO	CO	81001-1047

ROQUE THOMAS A/ROQUE VERONICA M	4808 QUITA CT	PUEBLO	CO	81001-1072
GONZALES DUANE/JONES LILLIAN M	4809 CASTOR DR	PUEBLO	CO	81008-1924
WRONA THOMAS C/WRONA TERRI R	4809 CEDARWEED BLVD	PUEBLO	CO	81001-1013
HALL GARY WILLIAM/HALL NANCY RICK	4809 INDIGO CT	PUEBLO	CO	81001-1056
ZERGER STEVEN C + LINDQUIST KAREN L.	4809 JASMINE CT	PUEBLO	CO	81001-1054
YAKLICH FRANK J/YAKLICH CONSTANCE	4809 POLO CT	PUEBLO	CO	81001-1059
PEARL EDWARD N/PEARL RUTH ANN	4809 QUITA CT	PUEBLO	CO	81001-1072
BENFATTI JAMES JOSEPH / HUSBAND N	4810 CASTOR DR	PUEBLO	CO	81008-1911
BERRY ERIC/BERRY LAURIE FAMILY TR	4810 CEDARWEED BLVD	PUEBLO	CO	81001-1000
KESSLER CHARLES W	4810 INDIGO CT	PUEBLO	CO	81001-1055
MAGEE MICHAEL W II / MAGEE MELANI	4810 JASMINE CT	PUEBLO	CO	81001-1047
TOP LAND INVESTMENT LLC	4810 POLO CT	PUEBLO	CO	81001-1071
MAL LIVING TRUST	4810 QUITA CT	PUEBLO	CO	81001-1072
NEUGEBAUER MELVIN/NEUGEBAUER SUSAN	4811 CASTOR DR	PUEBLO	CO	81008-1924
GAIDE THOMAS K/GAIDE DEBRA SUE	4811 CEDARWEED BLVD	PUEBLO	CO	81001-1013
PERSHIN KELLI S + PERSHIN CHRISTOPHER J	4811 INDIGO CT	PUEBLO	CO	81001-1056
WILLIAMS MARC A LIVING TRUST DATED	4811 POLO CT	PUEBLO	CO	81001-1059
ARCHULETA JARED J	4812 POLO CT	PUEBLO	CO	81001-1071
MEYER SHIRLEY	4813 POLO CT	PUEBLO	CO	81001-1059
BECK JIMMY K/BECK JEANETTE K	4813 QUITA CT	PUEBLO	CO	81001-1072
PADULA MILLEA JULIANA M/MILLEA JO	5 KALANCHOE CT	PUEBLO	CO	81008-1925
PADULA BRAD/PADULA KRISTIL K	7 KALANCHOE CT	PUEBLO	CO	81008-1925
BRICE CLIFFORD V III/BRICE SANDRA	7 WALLFLOWER CT	PUEBLO	CO	81001-1118



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING THE NORTH VISTA HIGHLANDS,
FILING NO. 13 SUBDIVISION

SUMMARY:

The applicant is requesting to subdivide 23.61-acres into 100 single-family residential lots, drainage and detention parcels, open space, park, and future development parcels generally located west of Cedarweed Blvd and south of the future western extension of Home of Heroes Parkway.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting approval of the following subdivisions: S-24-02 NVH Filing No.10, S-24-03 NVH Filing No.11, and S-24-04 NVH Filing No.12

BACKGROUND:

The subject property is located west of Cedarweed Blvd and south of the future western extension of Home of Heroes Parkway. The proposed subdivision divides the property into 100 single-family residential lots, three parcels reserved for drainage, pedestrian, trail, landscape, and open space. According to the PUD Development Guide all parcels will be owned, developed and maintained by the North Vista Highlands Metropolitan District, (Section 7, Parks and Open Space). Parcel A is dedicated for drainage, detention, and open space, and will be owned and maintained by the property owner. Parcels B and C are dedicated for pedestrian, trail, landscaping, and open space purposes. The proposed single-family residential lots meet the minimum 3,600 sq. ft. minimum area. The lots vary in size between approximately 4,400 sq. ft. and 9,764 sq. ft., with varying lot widths. The North Vista PUD requires lots with widths between 36-59 feet to have 20-foot front-yard setback, lots with widths between 60-75 feet are required to have a 25-foot front-yard setback; and lot widths greater than 75-feet to have a 30-foot setback. Blocks 2, 3, and 4 have relatively uniform lot width and sizes, but Block 1 and 5 have include varying lot widths, which will require the setbacks to vary creating an irregular appearance from the street. The North Vista PUD

Development Guide includes extensive regulations and guidance for Park dedication to ensure that 7.5 acres of park is provided for each 1,000 residents. The PUD requires the subdivider to dedicate .0075 acres of land as District Park and .015 acres as Neighborhood Park with each residential subdivision (Section 7.7.2.3, North Vista Master Plan, Planned Unit development, First Amendment). The applicant is requesting to include 40-percent of the total area of Parcels A, B, and C as park dedication. The trail and open space parcels exceed the required 1.50 acres of required park area.

FINANCIAL IMPLICATIONS:

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-24-05 NVH No. 13 Complete Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING THE NORTH VISTA HIGHLANDS,
FILING NO. 13 SUBDIVISION

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

SECTION 1.

The final plat of the North Vista Highlands, Filing No.13 Subdivision, being a subdivision of land legally described as:

A portion of Parcels "O" and "P", in North Vista Highlands, Filing No. 7, according to the recorded plat thereof as filed for record on October 26, 2023 at Reception No. 2326748 in the Pueblo County Records and being more particularly described as follows:

Considering the east line of the northeast $\frac{1}{4}$ of Section 8, Township 20 South, Range 64 West of the 6th Principal Meridian to bear N. $01^{\circ}25'55''$ E. monumented on the south end with a found axle and the north end with a 2- $\frac{1}{2}$ " aluminum cap stamped with PLS. No. 16128, and all bearings contained herein being relative thereto.

Beginning at the north corner of Parcel "O", in North Vista Highlands, Filing No. 7, said point also being on the southern boundary of Parcel "G", in North Vista Highlands, Filing No. 7 (Future Home of Heroes Parkway); thence along the arc of a curve to the right whose radius is 1,240.00 feet and whose center bears $S10^{\circ}25'20''$ E, a distance of 225.56 feet along the southern boundary of said Parcel "G"; thence $N90^{\circ}00'00''$ E, a distance of 456.33 feet; thence $S00^{\circ}00'00''$ E, a distance of 190.00 feet; thence $N90^{\circ}00'00''$ W, a distance of 14.99 feet; thence $S00^{\circ}00'00''$ E, a distance of 110.00 feet; thence $N90^{\circ}00'00''$ E, a distance of 160.00 feet; thence $S00^{\circ}00'00''$ E, a distance of 280.00 feet; thence $N90^{\circ}00'00''$ W, a distance of 40.00 feet; thence $S25^{\circ}46'31''$ W, a distance of 55.98 feet; thence $S38^{\circ}32'00''$ W, a distance of 34.29 feet; thence $S34^{\circ}51'55''$ E, a distance of 110.00 feet; thence along the arc of a curve to the left whose radius is 170.00 feet and whose center bears $N34^{\circ}51'55''$ W, a distance of 9.10 feet; thence $S37^{\circ}55'54''$ E, a distance of 170.00 feet; thence $S34^{\circ}23'11''$ W, a distance of 77.48 feet; thence $S00^{\circ}00'00''$ E, a distance of 7.89 feet; thence $N90^{\circ}00'00''$ W, a distance of 800.00 feet; thence $N00^{\circ}00'00''$ E, a distance of 50.00 feet; thence $N90^{\circ}00'00''$ W, a distance of 110.00 feet; thence $N00^{\circ}00'00''$ E, a distance of 10.00 feet; thence $N90^{\circ}00'00''$ W, a distance of 170.00 feet; thence $N00^{\circ}00'00''$ E, a distance of 182.75 feet; thence $N90^{\circ}00'00''$ W, a distance of 270.65 feet; thence $N01^{\circ}07'27''$ W, a distance of 215.92 feet; thence $S88^{\circ}51'46''$ W, a distance of 125.77 feet to a point on the eastern boundary of Parcel "M" in North Vista Highlands, Filing No. 7; thence continuing along the eastern boundary of said Parcel "M" the following seven (7) courses:

1. $N19^{\circ}59'32''$ E, a distance of 91.60 feet;
2. $N47^{\circ}52'36''$ E, a distance of 90.35 feet;
3. $N60^{\circ}01'51''$ E, a distance of 95.78 feet;
4. $N71^{\circ}09'20''$ E, a distance of 138.25 feet;
5. $N55^{\circ}30'37''$ E, a distance of 226.04 feet;
6. $N49^{\circ}18'12''$ E, a distance of 78.98 feet;
7. $N44^{\circ}16'13''$ E, a distance of 73.64 feet to the Point of Beginning.

Containing 23.61 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 October 15, 2024.

Final adoption of Ordinance by City Council on October 28, 2024.

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

NORTH VISTA HIGHLANDS, FILING NO. 13

A RESUBDIVISION OF PARCEL F OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE NE 1/4 OF SECTION 7, 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 portion of Parcels "O" and "P", in North Vista Highlands, Filing No. 7, according to the recorded plat thereof as filed for record on October 26, 2023 at Reception No. 2326748 in the Pueblo County Records and being more particularly described as follows:

Considering the east line of the northeast 1/4 of Section 8, Township 20 South, Range 64 West of the 6th Principal Meridian to bear N. 01°25'55" E. monumented on the south end with a found axle and the north end with a 2-1/2" aluminum cap stamped with PLS. No. 16128, and all bearings contained herein being relative thereto.

Beginning at the north corner of Parcel "O"; in North Vista Highlands, Filing No. 7, said point also being on the southern boundary of Parcel "G"; in North Vista Highlands, Filing No. 7 (Future Home of Heroes Parkway); thence along the arc of a curve to the right whose radius is 1,240.00 feet and whose center bears S10°25'20"E, a distance of 225.56 feet along the southern boundary of said Parcel "G"; thence N90°00'00"E, a distance of 456.33 feet; thence S00°00'00"E, a distance of 190.00 feet; thence N90°00'00"W, a distance of 14.99 feet; thence S00°00'00"E, a distance of 110.00 feet; thence N90°00'00"E, a distance of 160.00 feet; thence S00°00'00"E, a distance of 280.00 feet; thence N90°00'00"W, a distance of 40.00 feet; thence S25°46'31"W, a distance of 55.98 feet; thence S38°32'00"W, a distance of 34.29 feet; thence S34°51'55"E, a distance of 110.00 feet; thence along the arc of a curve to the left whose radius is 170.00 feet and whose center bears N34°51'55"W, a distance of 9.10 feet; thence S37°55'54"E, a distance of 170.00 feet; thence S34°23'11"W, a distance of 77.48 feet; thence S00°00'00"E, a distance of 7.89 feet; thence N90°00'00"W, a distance of 800.00 feet; thence N00°00'00"E, a distance of 50.00 feet; thence N90°00'00"W, a distance of 110.00 feet; thence N00°00'00"E, a distance of 10.00 feet; thence N90°00'00"W, a distance of 170.00 feet; thence N00°00'00"E, a distance of 182.75 feet; thence N90°00'00"W, a distance of 270.65 feet; thence N01°07'27"W, a distance of 215.92 feet; thence S88°51'46"W, a distance of 125.77 feet to a point on the eastern boundary of Parcel "M" in North Vista Highlands, Filing No. 7; thence continuing along the eastern boundary of said Parcel "M" the following seven (7) courses:

- (1) N19°59'32"E, a distance of 91.60 feet;
- (2) N47°52'36"E, a distance of 90.35 feet;
- (3) N60°01'51"E, a distance of 95.78 feet;
- (4) N71°09'20"E, a distance of 138.25 feet;
- (5) N55°30'37"E, a distance of 226.04 feet;
- (6) N48°18'12"E, a distance of 78.98 feet;
- (7) N44°16'13"E, a distance of 73.64 feet to the Point of Beginning.

Containing 23.610 acres, more or less

Have caused the foregoing described property to be surveyed, platted and subdivided into lots, blocks, 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. 13.

Parcel A is hereby reserved for drainage, detention, and open space to be owned and maintained by the owner of said parcel subject to the terms and conditions of the Stormwater Facility Maintenance Agreement referenced hereon. Parcel A in its entirety, is hereby dedicated to the City as a drainage easement.

Parcels B and C are hereby reserved for pedestrian, trail, landscape, and open space to be owned and maintained by the owner of said parcel or any subsequent owner(s).

Drainage facilities located within drainage or detention easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owner(s) of the lots or parcels upon which the easements are located. The City of Pueblo is hereby granted the right but not the obligation to maintain, repair, or replace the drainage facilities within such easements and to recover the costs thereof, plus administrative expenses from said owner(s). All drainage easements shall be further subject to the Stormwater Facility Maintenance Agreement dated _____ and filed contemporaneously with the annexed plat.

Streets, curbs & gutters, and sidewalks located within ingress/egress or access easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all Lots within the subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

All of the property shown on this plat is subject to the terms and conditions defined and described in the Declaration of Covenants, dated July 13, 2021, and recorded in the Pueblo County Records at Reception No. 2234574

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

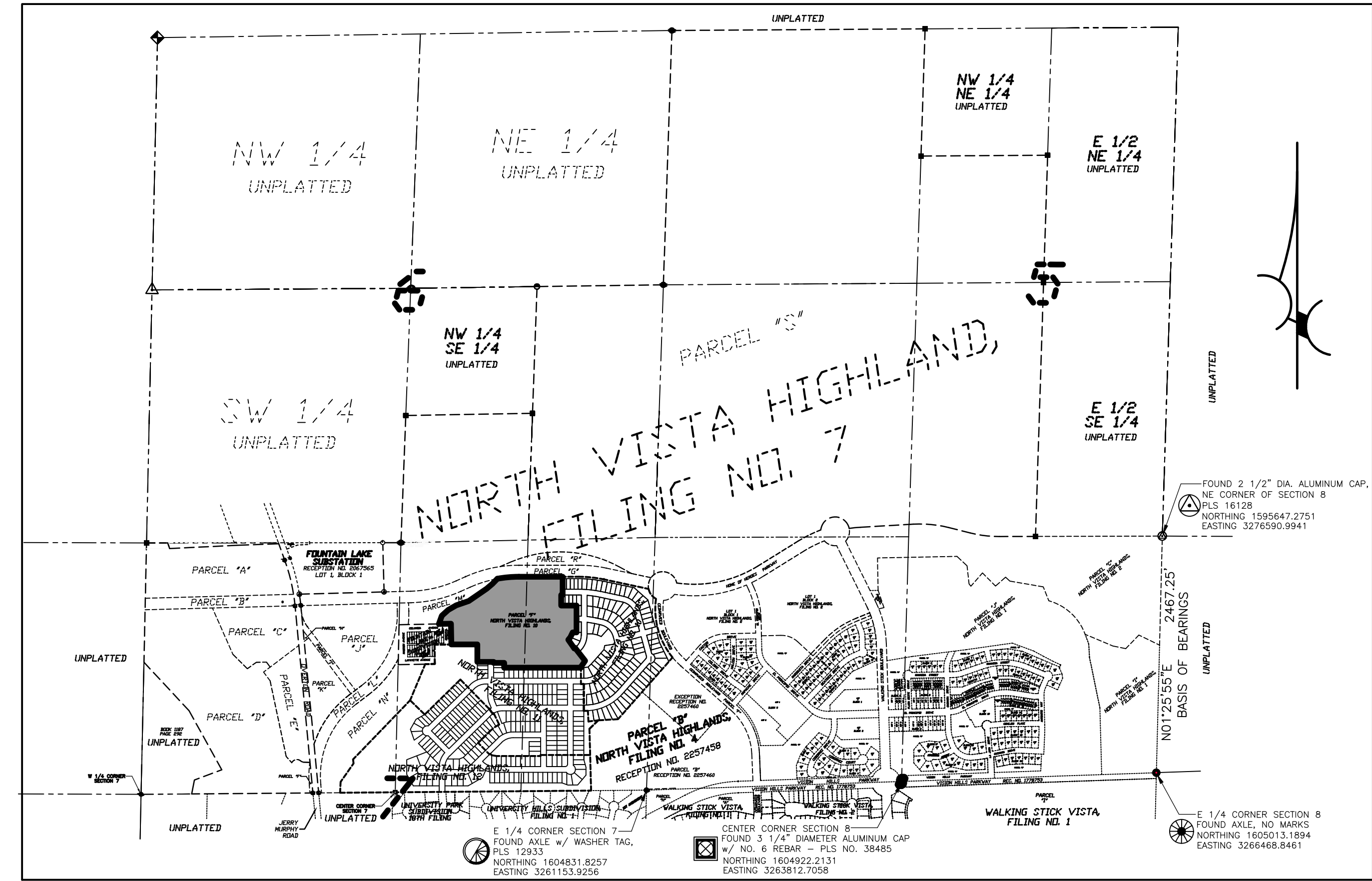
STATE OF _____)
COUNTY OF _____)SS

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. 13 has been approved for recording in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado.

City Clerk Date

NORTH VISTA Planned PUD Units				CURRENT NORTH VISTA PUD Park Dedication in Planning Area 2:			
Planning Area 2:		625 Units Total		North Vista Highlands, Filing No. 13:			
North Vista Highlands, Filing No. 10		(113) Units		Neighborhood/Pocket Park Dedication			
North Vista Highlands, Filing No. 11		(105) Units		Parcels A, B, and C (Open space with landscape and trail):			
North Vista Highlands, Filing No. 12		(124) Units		7.76 acres x 40% =			
North Vista Highlands, Filing No. 13		(101) Units		TOTAL PARK DEDICATION:			
Planning Area 2 balance:		182 Units Remaining		3.10 acres			

North Vista Highlands PUD		Park Dedication		District Park Reg.		Neighborhood Park Reg.		District Park Ded.		Neighborhood Park Ded.		Open Space & Trails Ded.	
Filing No.	Planning Area	Dwelling Units (D.U.)		0.0075 ac per D.U.		0.015 ac per D.U.							
1	PA-4	162	1.22 ac		2.44 ac	1.22 ac (PA-1)	4.46 ac						
3	PA-4	33	0.25 ac		0.50 ac	0.25 ac (PA-7)	—						
5	PA-3	157	1.18 ac		2.36 ac	1.18 ac (PA-1)	3.50 ac					3.86 ac	
9	PA-3	232	1.74 ac		3.48 ac	1.74 ac (PA-1)	0.83 ac						
10	PA-2	113	0.85 ac		1.70 ac	0.85 ac (PA-1)	1.73 ac					0.65 ac	
11	PA-2	105	0.79 ac		1.58 ac	0.79 ac (PA-1)	1.53 ac					3.30 ac	
12	PA-2	124	0.93 ac		1.86 ac	0.93 ac (PA-1)	0.17 ac					5.75 ac	
13	PA-2	101	0.76 ac		1.51 ac	0.76 ac (PA-1)	—					3.10 ac	

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:

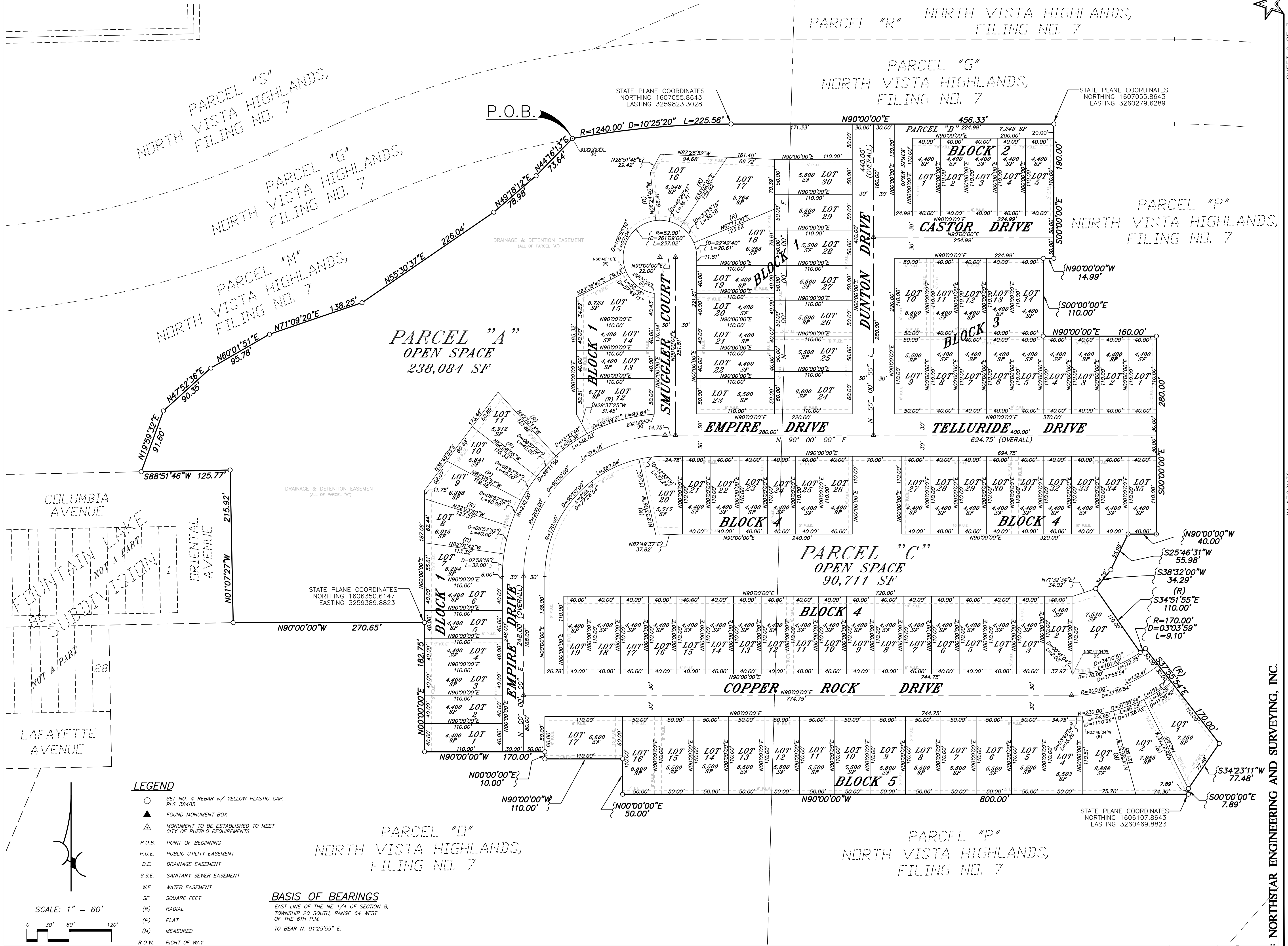
EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
TO BEAR N. 01°25'55" E.

MONUMENTATION MAP
NOT TO SCALE

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

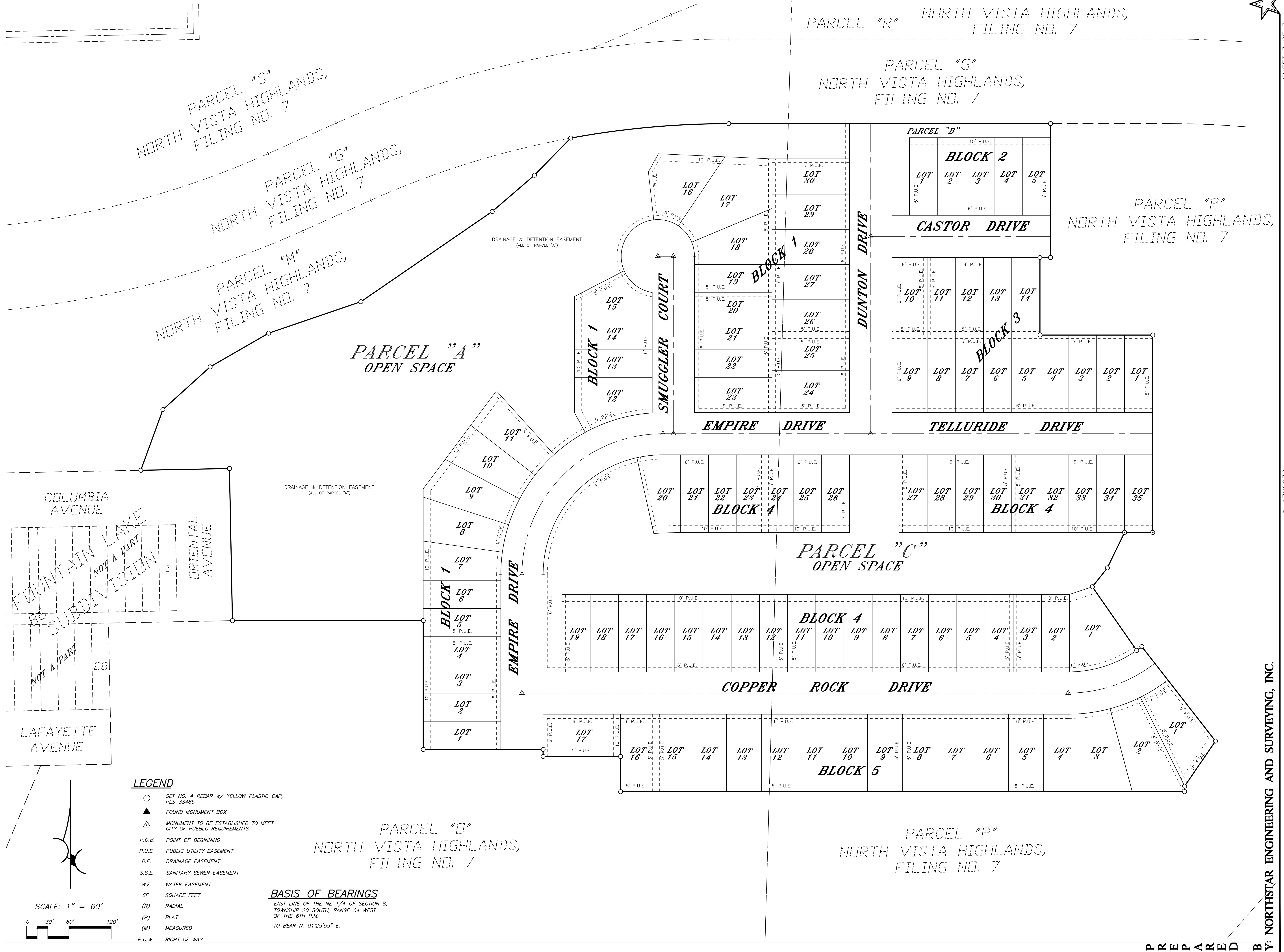
NORTH VISTA HIGHLANDS, FILING NO. 13

A RESUBDIVISION OF PARCEL F OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE NE 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



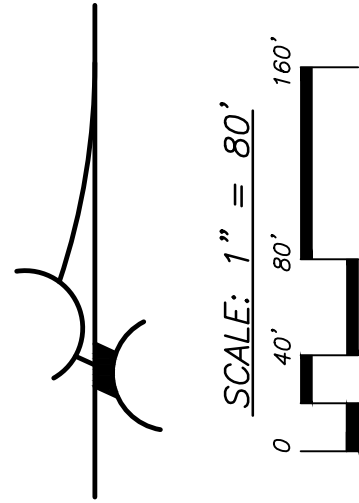
NORTH VISTA HIGHLANDS, FILING NO. 13

A RESUBDIVISION OF PARCEL F OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE NE 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



SUPPLEMENTAL MAP OF:
NORTH VISTA HIGHLANDS, FILING NO. 13

A RESUBDIVISION OF PARCEL F OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE NE 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



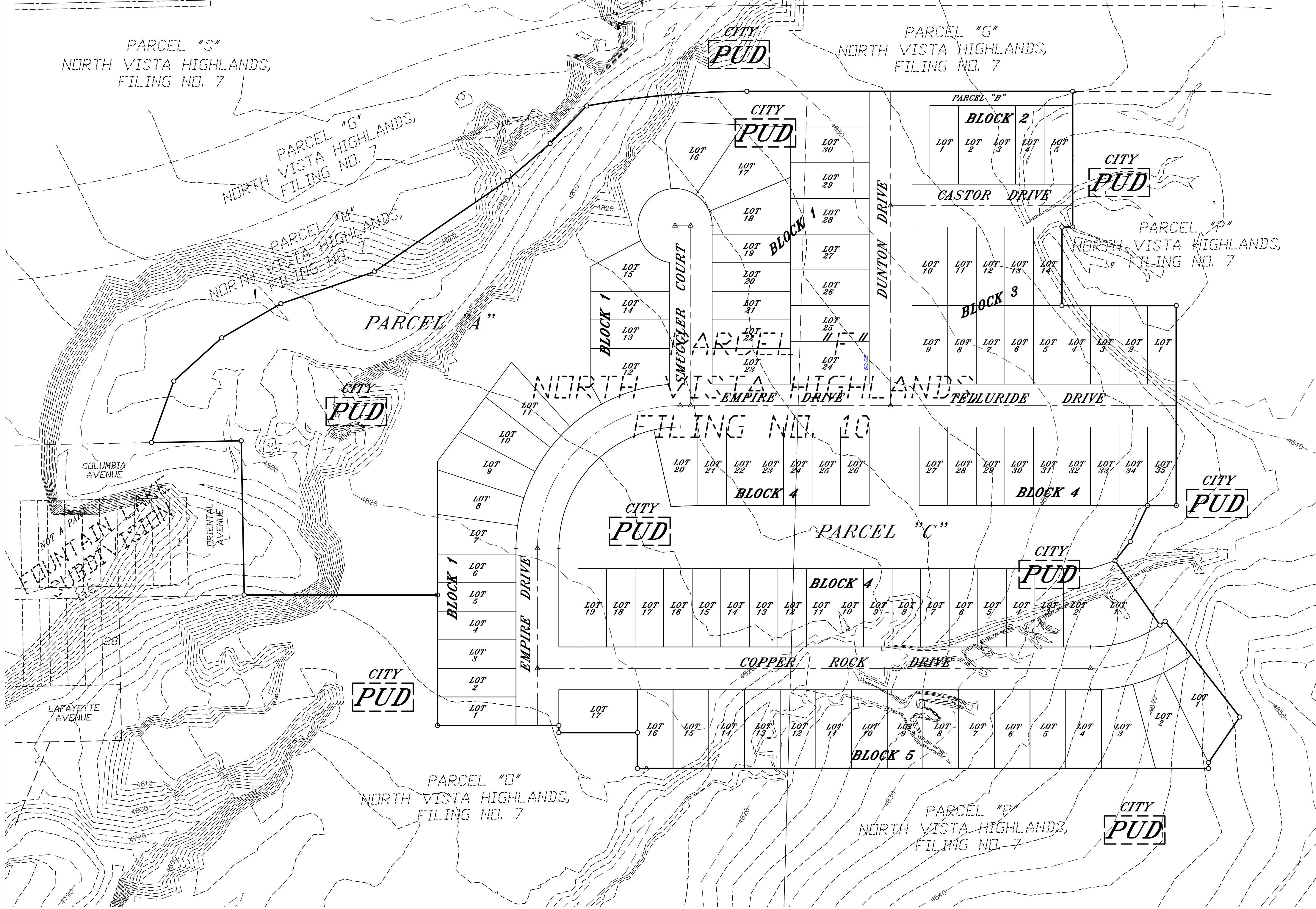
BENCHMARK:
E 1/4 CORNER OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST,
OF THE 6TH P.M.
NAVD 88 Elevation = 5003.56

NOTES:

- 1.) FOR CORRECT LOT INFORMATION REFER TO SUBDIVISION PLAT.
- 2.) LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON PER ON-SITE UTILITY LOCATES AND UTILITY COMPANY RECORDS. ABOVE GROUND UTILITIES SHOWN HEREON PER FIELD SURVEY. ALL LOCATIONS ARE APPROXIMATE. LOCATION COMPLETED ON (04-26-2024).

LEGEND

- SET NO. 4 REBAR w/ YELLOW PLASTIC CAP.
- ▲ FOUND MONUMENT BOX
- △ MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
- P.O.B. POINT OF BEGINNING
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- W.E. WATER EASEMENT
- SF SQUARE FEET
- (R) RADIAL
- (P) PLAT
- (M) MEASURED
- R.O.W. RIGHT OF WAY
- CITY PUD** CURRENT ZONING
- GUY WIRE
- POWER POLE
- TELEPHONE PEDESTAL
- WATER VALVE
- GAS VALVE
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- WATER MANHOLE
- EXISTING CONTOUR (5 FOOT)
- EXISTING CONTOUR (1 FOOT)
- UNDERGROUND ELECTRIC LINE
- FIBER OPTIC LINE
- OVERHEAD POWER LINE
- GAS MAIN
- SANITARY SEWER MAIN
- STORM SEWER MAIN
- TELEPHONE LINE
- WATER MAIN



VICINITY MAP
NOT TO SCALE

SUBDIVIDER: NORTH VISTA PUEBLO LAND INVESTMENT LLC
A COLORADO LIMITED LIABILITY COMPANY

ENGINEERS AND SURVEYORS: NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH STREET
PUEBLO, COLORADO

PREPARED UNDER THE DIRECT SUPERVISION OF
MICHAEL LELAND CUPPY, PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38485
FOR AND ON BEHALF OF NORTHSTAR ENGINEERING & SURVEYING, INC.

Y: NORTHSTAR ENGINEERING AND SURVEYING, INC.

MAY 06, 2024

JN 1700930

SHEET 1 OF 1

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday October 9, 2024, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

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

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

Commissioners Absent: Regina Maestri

Staff Members Present: David Wyatt, Assistant City Attorney, Beritt Odom, Principal Planner, Wade Broadhead, Senior Planner, Cindy Capritta, Land Use Tech. Andrew Hayes, Director of Public Works, Melanie Turner, Traffic Engineer, Joe Martellaro, Associate Engineer II, and Noah Stamm, Drainage Engineer.

Staff Members Absent: Scott Hobson, Acting Director of Planning and Community Development.

Approval of the Agenda: Bailey motioned to move Z-22-10 and S-23-07 to the November 13, 2024, meeting approve the agenda as amended, seconded by Avalos,

Motion Passed: 6-0

Public Meeting Agenda:

Public Hearings:

7. S-24-05 Subdivision: North Vista Highlands Filing No 13, Subdivision of 23.61 acres into 100 single family residential lots and three parcels. Generally located south of Home of Heroes, west of Cedarweed Blvd. Staff report by Wade Broadhead, Sr. Planner.

Hearing: Applicants Michael Cuppy, North Star Engineering and Surveying and David Resnick, North Vista Pueblo Land Investment, LLC were sworn in and spoke in support of the application. Being sworn in and speaking in opposition were Thomas Wrona, Harvey Wade, Jacqueline Helzer, John Roth, Jeffrey Tranel, Susan Musso Neugebauer, Scott Epstein, and John Millca.. Andrew Hayes, Director of Public Works and Melanie Turner, Traffic Engineer presented information and answered questions

Commission Action: Bailey moved to recommend the application to City Council seconded by Pasternak.

Motion Passed: 5-1 (Avalos)



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-24-02 North Vista Highlands, Filing No. 10
S-24-03 North Vista Highlands, Filing No. 11
S-24-04 North Vista Highlands, Filing No. 12
S-24-05 North Vista Highlands, Filing No. 13

DATE: October 2, 2024

Please place the above referenced submittals on the City Council Agenda.

S-24-05

TO: City of Pueblo, Planning and Zoning Commission

FROM: Wade Broadhead, Sr. Planner

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

DATE: October 9, 2024

SUBJECT: North Vista Highlands, Filing No. 13

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 south of the future western extension of Home of Heroes Parkway.

EXISTING ZONE: PUD, North Vista

CONCURRENT REQUESTS: S-24-02, North Vista Highlands, Filing No. 10
S-24-03, North Vista Highlands, Filing No. 11
S-24-04, North Vista Highlands, Filing No. 12

REQUEST:

The applicant is requesting to subdivide 23.61-acres into single-family residential lots, drainage and detention parcels, open space, park, and future development parcels.

STAFF REVIEW AND FINDINGS:

The subject property is located directly west of North Vista Highlands, Filing No. 10, directly north of North Vista Highlands Filing 11 and immediately south of the future right of way of Home of Heroes Parkway. The proposed subdivision divides the property into 100 single-family residential lots and three parcels reserved for drainage, pedestrian, trail, landscape, and open space. According to the PUD Development Guide all parcels will be owned, developed and maintained by the North Vista Highlands Metropolitan District, (Section 7, Parks and Open Space). Parcels A is reserved for a drainage, detention, and open space parcel and dedicated to the City as a drainage easement. Parcels B and C are dedicated for pedestrian, trail, landscaping purposes and maintained by the owner. The applicant wishes to include 40-percent of the total area of Parcels A, B, C, as park dedication. The PUD allows for 40-percent dedication of improved arroyos to count towards the required park dedication, Section 7.7.3.4. The PUD Development Guide does not address landscaped trails and their relationship with the required park dedication. Staff does not oppose 40-percent of the parcel area being counted towards parks; however, there is nothing that expressly allows or prevents them from counting open space with trails and landscaping as parks. Planning required a trail plan to be submitted with Part I of the subdivision filing, that shows the general location of the trail improvements, general location of irrigated trees and/or shrubs, and native seed areas; and a statement that the open space landscaping and trail improvements will be constructed prior to the first Certificate of Occupancy within the related development phase. The Planning Department is requiring a trail plan to be submitted with Part I of the subdivision filing, that shows the general location of the trail improvements, irrigated trees and/or shrubs, and native seed areas; and a statement that the open space

landscaping and trail improvements will be constructed prior to the 50th Certificate of Occupancy within the related development phase and or subdivision filing.

The proposed single-family residential lots meet the minimum 3,600 sq. ft. minimum area. The lots vary in size between approximately 4,400 sq. ft. and 9,764 sq. ft., with varying lot widths. The North Vista PUD requires lots with widths between 36-59 feet to have 20-foot front-yard setback, lots with widths between 60-75 feet are required to have a 25-foot front-yard setback; and lot widths greater than 75-feet to have a 30-foot setback. Blocks 2, 3, and 4 have relatively uniform lot width and sizes, but Block 1 and 5 have include varying lot widths, which may result in varying setbacks, creating an irregular appearance from the street.

The North Vista PUD Development Guide includes extensive regulations and guidance for Park dedication to ensure that 7.5 acres of park is provided for each 1,000 residents. The PUD requires the subdivider to dedicate .0075 acres of land as District Park and .015 acres as Neighborhood Park with each residential subdivision (Section 7.7.2.3, North Vista Master Plan, Planned Unit development, First Amendment). The PUD identifies Planning Areas 1, 5, and 7 as the locations for future District Park development and requires the subdivider “to clearly indicate on each plat the number of acres for each site and the total acreage proposed for each park or open space dedication within the project” (Section 7.7.3.1 North Vista Master Plan, Planned Unit development, First Amendment). North Vista Highlands, Filing No. 13 will dedicate .76 acres of District Park in Planning Area 2. The North Vista PUD does not state when the District Parks must be subdivided and developed, which carries inherent uncertainty. The proposed neighborhood open space and landscaped area with trail in filing #13 equals 3.10 acres of dedicated park area and thus exceeds the 1.50 acres of required park area.

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:	NorthStar Engineering submitted a request for modifications letter, May 6, 2024, Michael Cuppy, PE., PLS. requesting; however their request was to modify provisions of the PUD Development Guide, which is not applicable to subdivision, as allowed by Section 12-4-10 of the Pueblo Municipal Code.
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, October 2, 2024.
Plat Deficiencies:	Not Applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be	- Amend the Trail and Park Plan title to include the names of the Subdivisions that are included in the plan, similar to the following: - North Vista Filings, 10, 11, 12, and 13, Trail and Park Plan

completed prior to the case being scheduled for City Council hearing.)	
--	--

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

❑ **Site Character:**

The subject property is unimproved.

❑ **Neighborhood Compatibility:**

North	North Vista PUD, North Vista, Highlands, Parcel “S” North Vista Highlands Filing #7
East	North Vista PUD, North Vista, Highlands, Filing No. 10, unimproved subdivision dedicated for residential and parks.
South	North Vista PUD, North Vista, Highlands, Filing No. 11, unimproved subdivision dedicated for residential and parks.
West	North Vista PUD, North Vista Highlands Parcel “M”, Parcel #E, Filing #7, 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. 13, creates approximately 100 single-family residential lots, and parcels for drainage and open space. The proposed development includes provisions for trails linking residences to the neighborhood park and the surrounding neighborhoods. The proposed subdivision is consistent with the PUD Development Guide and the Pueblo Regional Comprehensive Plan.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

❑ **Minimum lot size and width:**

- The proposed 100 single-family lots meet the minimum 36-foot lot width with all lots being greater than 50-feet in width.
- All lots are greater than the minimum 3,600 square feet.

REFERRAL AGENCIES AND COMMENTS:

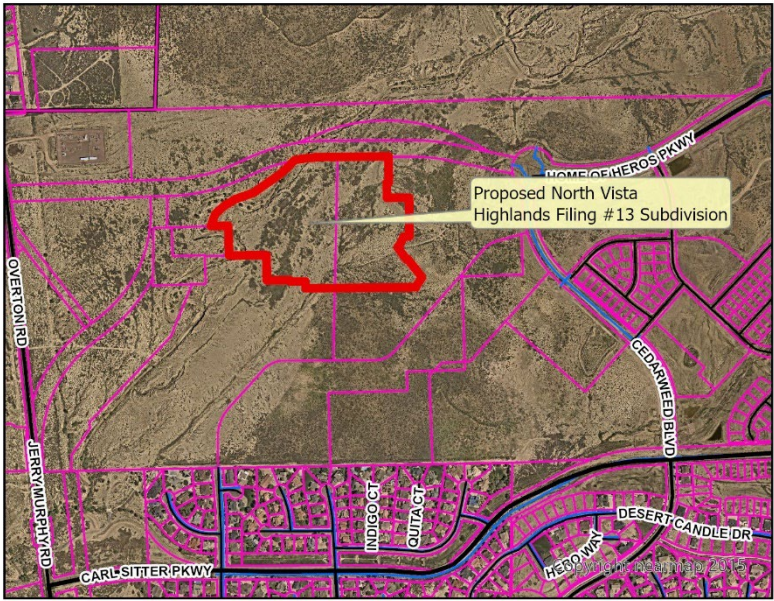
- City Public Works-Comments addressed
- City Transportation-Comments addressed

- 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
- City GIS-No Comment
- Xcel Energy-No Comment
- Black Hills Energy-No comment
- CDOT-No comment

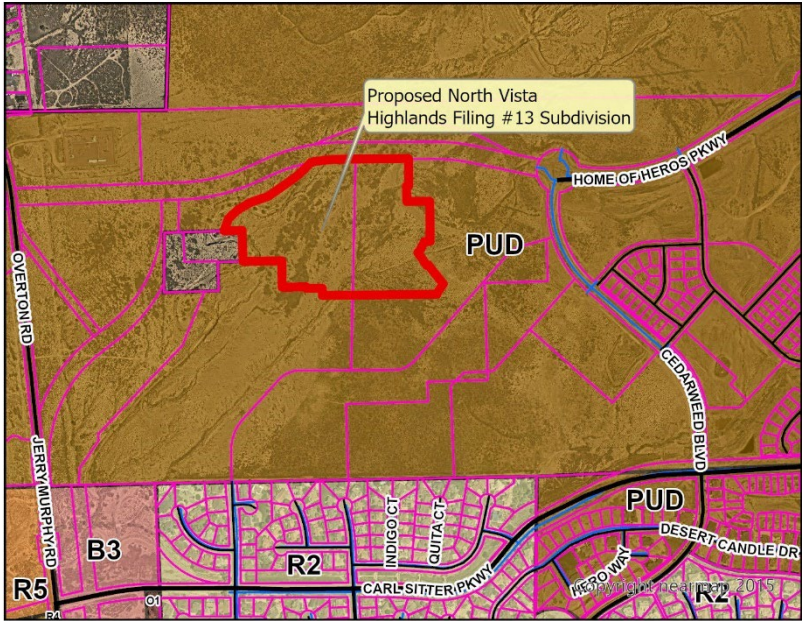
ATTACHMENTS:

- A. Aerial Photograph
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photographs
- E. SRC Memo October 2, 2024
- F. Plat
- G. Subdivision Application

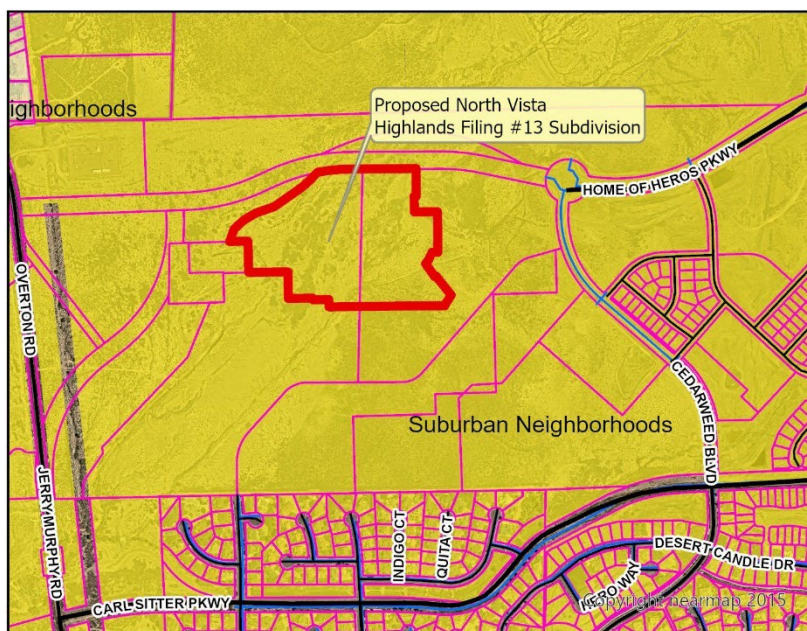
I.
ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan

Attachment D. Site Photos



North Vista Highlands, Filing No. 13, looking northwest from Cedarweed Blvd



North Vista Highlands, Filing No. 13, looking northwest from Cedarweed Blvd

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 Pl Castle Rock, CO	Zip: 80109	Address:	Zip:		
	Phone: (619) 838-8855		Phone: ()			
	Email: djresnick@gmail.com		Email:			
	Engineer		Surveyor			
	Name: Michael Cuppy		Name:			
	Company: NorthStar Engineering and Surveying, Inc.		Company:			
	Address: 111 E. 5th St.	Zip: 81003	Address:	Zip:		
Property Info	Phone: (719) 544-6823		Phone: ()			
	Email: mcuppy@northstar-co.com		Email:			
	<i>The applicant will be the primary contact unless otherwise noted.</i>					
	Project Location: South of future Home of Heroes, West of Cedarweed Blvd., East of Overton Rd. (address or general description) North Vista Highlands Planning Area 2					
	Parcel No(s): 407102010, 407102011, 407102012					
Project Scope	Existing Zone:		Proposed Zone (if applicable):			
	PUD Name (if applicable): North Vista Highlands					
Project Scope	Project Name: North Vista Highlands, Filing No. 13					
	☐ 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>101 Lots</u> Total acres: <u>23.61 ac</u>					
	☐ Text Amendment <u>3 Parcels</u>					
Project Scope	☐ 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 existing "future development" parcels into single family residential lots		
	What is the total acreage included in the project? 23.61 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	<u>Attachment Checklist</u>		
	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: April 30, 2024
	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:

CERTIFICATION OF NOTICE GIVEN TO OWNERS OF MINERAL ESTATE

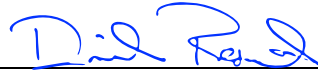
The undersigned having filed an application for development with the City of Pueblo, Colorado, which application is described as North Vista Highlands, Filing No. 13

_____ does hereby certify that (check appropriate box):

- ☒ the surface estate and mineral estate in the property which is the subject of the application for development have not been severed; or
- ☐ the surface estate and mineral estate in the property which is the subject of the application for development have been severed and the undersigned has timely given all required notices to the mineral estate owner and to the City of Pueblo in compliance with Section 24-65.5-101 et seq., C.R.S.

Signed at Pueblo, Colorado, this _____ day of April 30, 2024, _____.

APPLICANT:



North Vista Pueblo Land Investment, LLC,
Name: a Colorado Limited Liability Company

By: David Resnick

Title: Manager

REQUEST FOR DEFERRED FILINGS

As Subdivider of North Vista Highlands, Filing No. 13, the undersigned Subdivider hereby requests that the detail plans and profiles for streets, sanitary sewers, storm sewers and other drainage facilities, off site easements and covenants, if any, subdivision improvements agreement, and other documents and information which may be required by the City Staff or the Planning and Zoning Commission described in the attached Exhibit "A" (the Deferred Filings) be deferred for up to one year after the date the subdivision plat is conditionally approved by ordinance adopted by the City Council.

Subdivider understands and agrees that if a complete set of such Deferred Filings are for any reason not filed with and approved by the Director of Public Works within said one year period, or within any extended period granted by resolution of the City Council, the ordinance conditionally approving the final subdivision plat shall automatically be rescinded and repealed thirty (30) days after having received written notice of such recession and repeal.

Subdivider further understands and agrees that no final subdivision plat of a subdivision shall be recorded in the office of the Pueblo County Clerk and Recorder and no building permit shall be issued for any structure or building within this subdivision until all information, documents, drawings, profiles, and plats required by Chapter 4 of Title XII of the 1971 Code of Ordinances with respect to this subdivision, including without limitation Deferred Filings, have been timely filed and approved by the Director of Public Works.

North Vista Pueblo Land Investment, LLC,
Subdivider: a Colorado Limited Liability Company

By: 
David Resnick, Manager

Date: April 30, 2024

Accepted this _____ day of _____, _____.

Director of Public Works

EXHIBIT "A"

DEFERRED FILINGS

- ☒ Construction plans, profile and details of streets, sanitary sewers, storm sewers, drainage facilities.
- ☐ Offsite easements, on City approved forms, signed by the property owner.
- ☐ Covenants, on City approved forms, pertaining to the maintenance of sanitary sewer, storm sewer, landscaping and drainage facilities on private property, signed by the property owner.
- ☒ Subdivision improvements agreement with Exhibit "A" and "B" and addendums.
- ☒ Final drainage report including all items listed in the "Final Drainage Report Checklist".
- ☐ Environmental report (if required).
- ☐ Written approval by the Pueblo Regional Building Department of any proposed private sanitary sewer system.
- ☒ Soils report with "R" values for pavement design.
- ☐ Copy of CDOT access permit, signed by the subdivider.

NORTH VISTA HIGHLANDS, FILING NO. 13

A RESUBDIVISION OF PARCEL F OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE NE 1/4 OF SECTION 7, 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 Re-subdivision of Parcel "F", in North Vista Highlands, Filing No. 10, according to the recorded plat thereof as filed for record on _____, 20____ at Reception No. _____ in the Pueblo County Records.

Containing 23.610 acres, more or less

Have caused the foregoing described property to be surveyed, platted and subdivided into lots, blocks, 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. 13.

Parcel A is hereby reserved for drainage, detention, and open space to be owned and maintained by the owner of said parcel subject to the terms and conditions of the Stormwater Facility Maintenance Agreement referenced hereon. Parcel A in its entirety, is hereby dedicated to the City as a drainage easement.

Parcels B and C are hereby reserved for pedestrian, trail, landscape, and open space to be owned and maintained by the owner of said parcel or any subsequent owner(s).

Drainage facilities located within drainage or detention easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owner(s) of the lots or parcels upon which the easements are located. The City of Pueblo is hereby granted the right but not the obligation in its discretion to maintain, repair, or replace the drainage facilities within such easements and to recover the costs thereof, plus administrative expenses from said owner(s). All drainage easements shall be further subject to the Stormwater Facility Maintenance Agreement dated _____ and filed contemporaneously with the annexed plat.

Streets, curbs & gutters, and sidewalks located within ingress/egress or access easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all Lots within the subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

All of the property shown on this plat is subject to the terms and conditions defined and described in the Declaration of Covenants, dated July 13, 2021, and recorded in the Pueblo County Records at Reception No. 2234574

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.

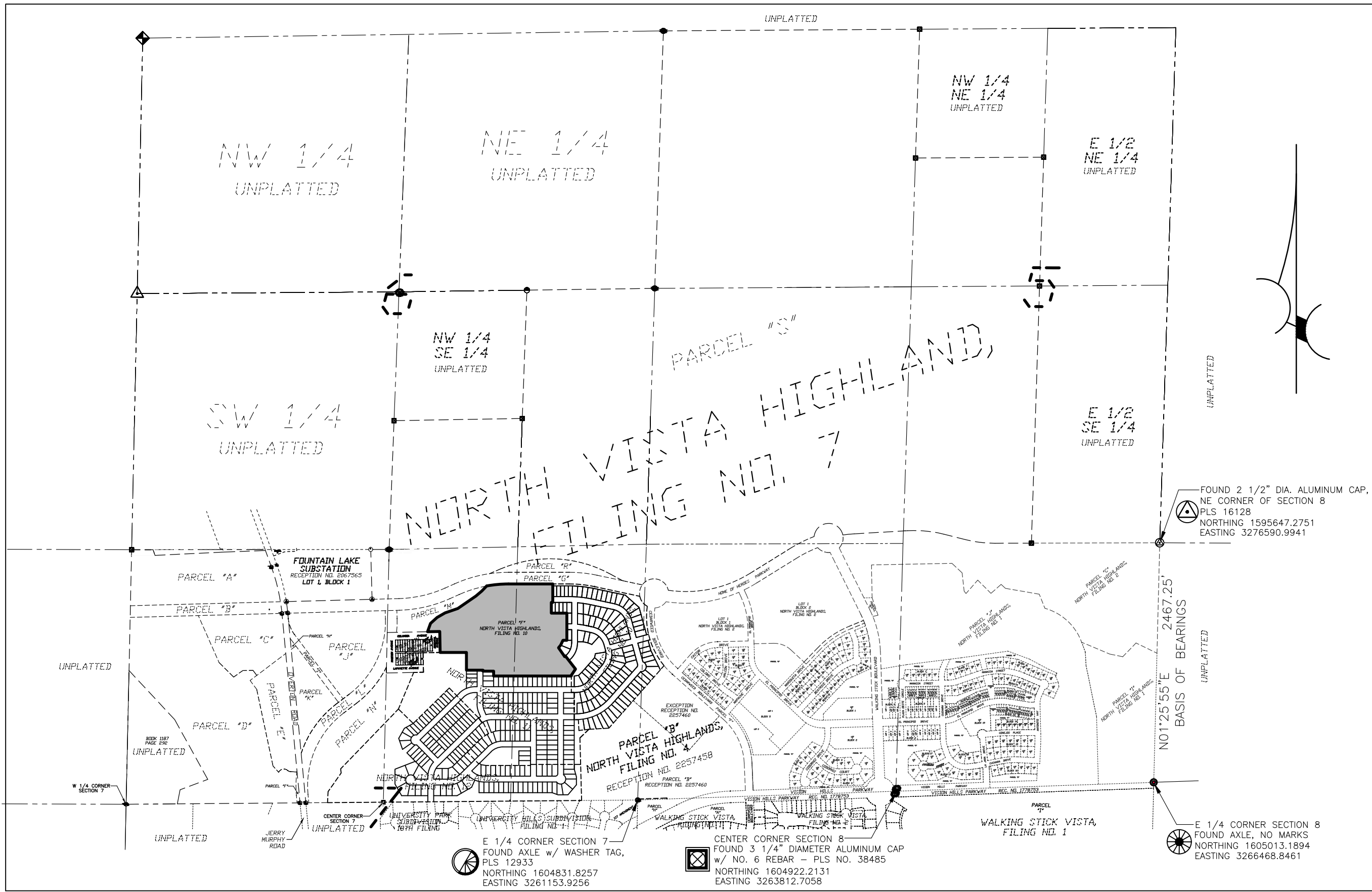
- APPROVAL FOR RECORDING -

Approved by City Council of Pueblo, Colorado, by Ordinance No. _____.

This is to certify that the plat of NORTH VISTA HIGHLANDS, FILING NO. 13 has been approved for recording in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado.

City Clerk Date

NORTH VISTA Planned PUD Units Planning Area 2:			625 Units Total			CURRENT NORTH VISTA PUD Park Dedication in Planning Area 2:		
North Vista Highlands, Filing No. 10			(113) Units			<u>North Vista Highlands, Filing No. 13:</u>		
North Vista Highlands, Filing No. 11			(105) Units			Neighborhood/Pocket Park Dedication		
North Vista Highlands, Filing No. 12			(124) Units			Parcels A, B, and C (Open space with landscape and trail):		
North Vista Highlands, Filing No. 13			(101) Units			7.76 acres x 40% = 3.10 acres		
Planning Area 2 balance:			182 Units Remaining			TOTAL PARK DEDICATION: 3.10 acres		
North Vista Highlands PUD Park Dedication								
<u>Filing No.</u>	<u>Planning Area</u>	<u>Dwelling Units (D.U.)</u>	<u>District Park Reg. 0.0075 ac. per D.U.</u>	<u>Neighborhood Park Reg. 0.015 ac. per D.U.</u>	<u>District Park Ded.</u>	<u>Neighborhood Park Ded.</u>	<u>Open Space & Trails Ded.</u>	
1	PA-4	162	1.22 ac	2.44 ac	1.22 ac (PA-1)	4.46 ac	-	
3	PA-4	33	0.25 ac	0.50 ac	0.25 ac (PA-7)	-	-	
5	PA-3	157	1.18 ac	2.36 ac	1.18 ac (PA-1)	3.50 ac	3.86 ac	
9	PA-3	232	1.74 ac	3.48 ac	1.74 ac (PA-1)	0.83 ac	-	
10	PA-2	113	0.85 ac	1.70 ac	0.85 ac (PA-1)	1.73 ac	0.65 ac	
11	PA-2	105	0.79 ac	1.58 ac	0.79 ac (PA-1)	1.53 ac	3.30 ac	
12	PA-2	124	0.93 ac	1.86 ac	0.93 ac (PA-1)	0.17 ac	5.75 ac	
13	PA-2	101	0.76 ac	1.51 ac	0.76 ac (PA-1)	-	3.10 ac	



MONUMENTATION MAP
NOT TO SCALE

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:

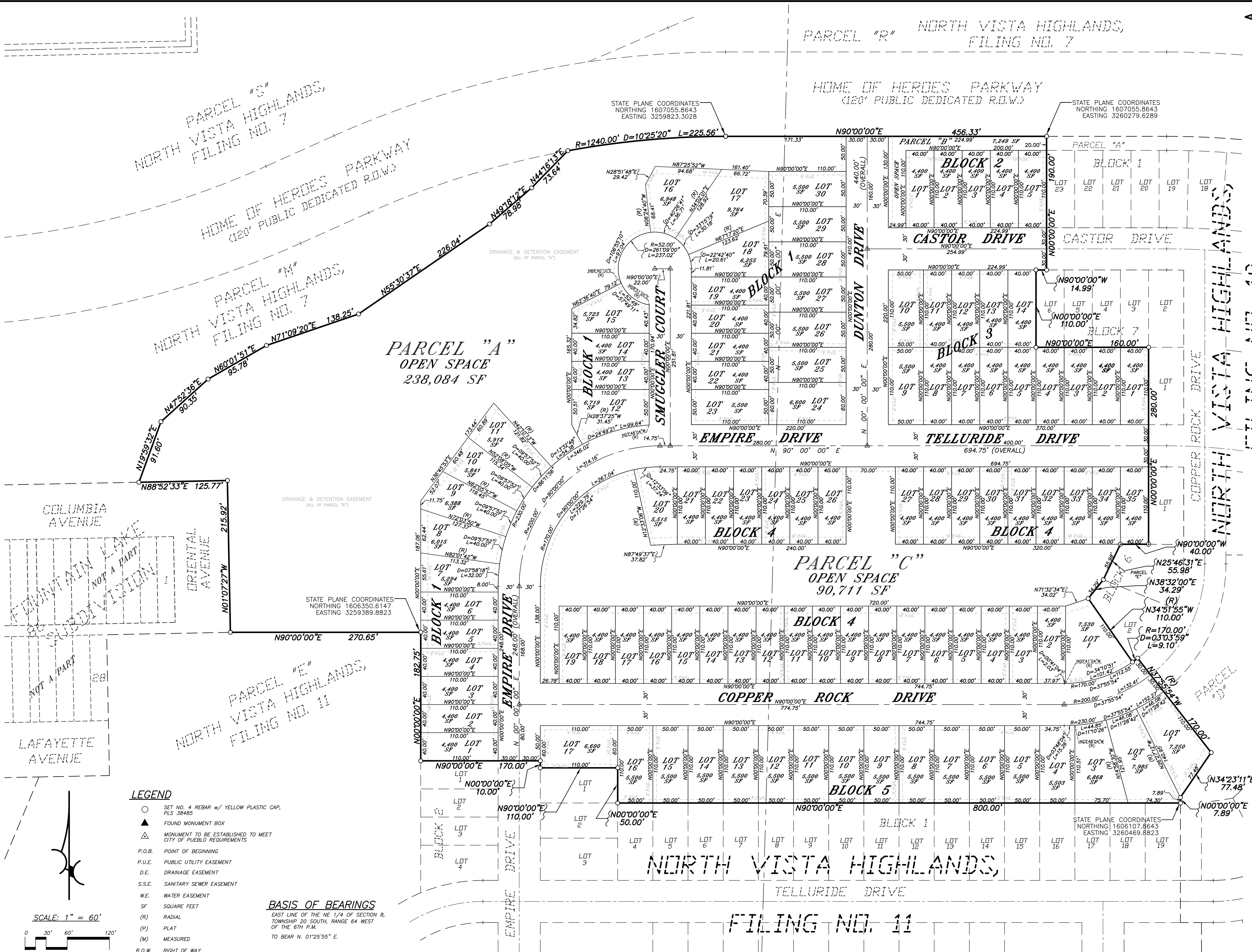
EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
TO BEAR N. 01°25'55" E.

PREPARED BY:

NORTHSTAR ENGINEERING AND SURVEYING, INC.

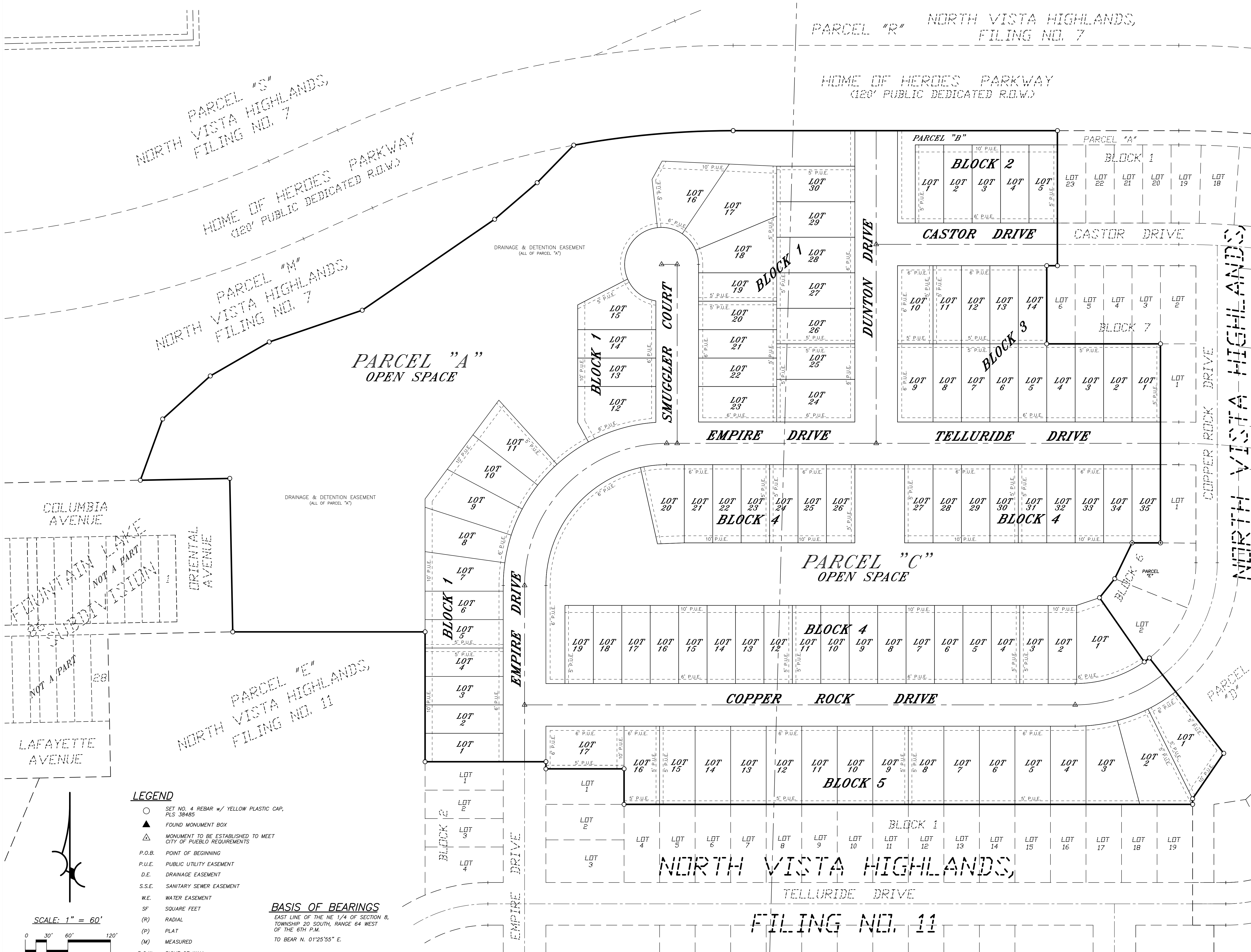
NORTH VISTA HIGHLANDS, FILING NO. 13

A RESUBDIVISION OF PARCEL F OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE NE 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



NORTH VISTA HIGHLANDS, FILING NO. 13

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LEGEND

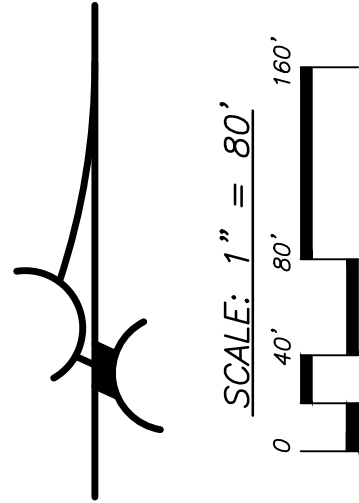
- SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485
- ▲ FOUND MONUMENT BOX
- △ MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
- P.O.B. POINT OF BEGINNING
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- W.E. WATER EASEMENT
- SF SQUARE FEET
- (R) RADIAL
- (P) PLAT
- (M) MEASURED
- R.O.W. RIGHT OF WAY

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.

SUPPLEMENTAL MAP OF:
NORTH VISTA HIGHLANDS, FILING NO. 13

A RESUBDIVISION OF PARCEL F OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE NE 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



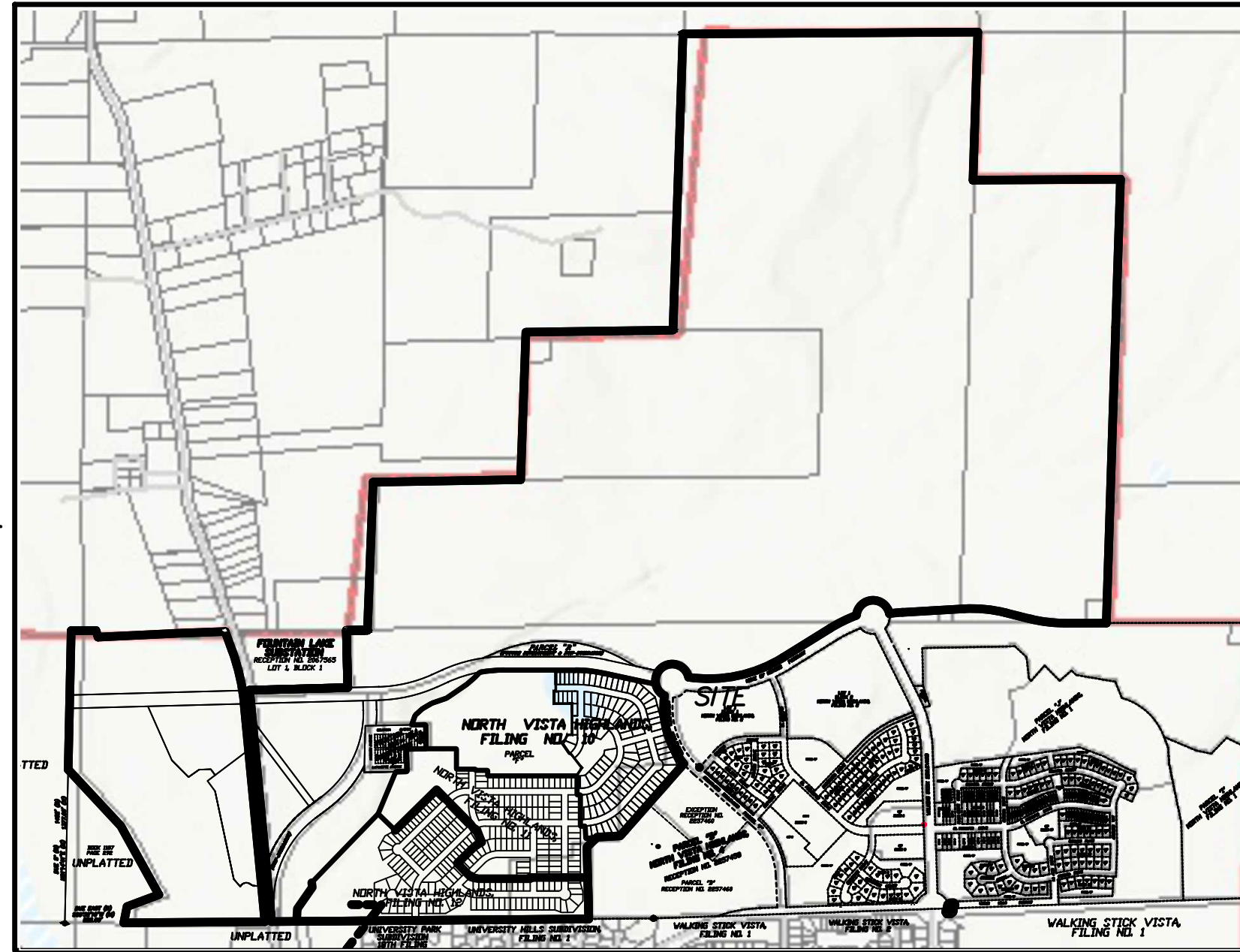
BENCHMARK:
E 1/4 CORNER OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST,
OF THE 6TH P.M.
NAVD 88 Elevation = 5003.56

NOTES:

- 1.) FOR CORRECT LOT INFORMATION REFER TO SUBDIVISION PLAT.
- 2.) LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON PER ON-SITE UTILITY LOCATES AND UTILITY COMPANY RECORDS. ABOVE GROUND UTILITIES SHOWN HEREON PER FIELD SURVEY. ALL LOCATIONS ARE APPROXIMATE. LOCATION COMPLETED ON (04-26-2024).

LEGEND

- SET NO. 4 REBAR w/ YELLOW PLASTIC CAP.
- ▲ FOUND MONUMENT BOX
- △ MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
- P.O.B. POINT OF BEGINNING
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- W.E. WATER EASEMENT
- SF SQUARE FEET
- (R) RADIAL
- (P) PLAT
- (M) MEASURED
- R.O.W. RIGHT OF WAY
- CITY PUD** CURRENT ZONING
- GUY WIRE
- POWER POLE
- TELEPHONE PEDESTAL
- WATER VALVE
- GAS VALVE
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- WATER MANHOLE
- EXISTING CONTOUR (5 FOOT)
- EXISTING CONTOUR (1 FOOT)
- UNDERGROUND ELECTRIC LINE
- FIBER OPTIC LINE
- OVERHEAD POWER LINE
- GAS MAIN
- 3" P.E.D. SANITARY SEWER MAIN
- 8" P.E.D. SANITARY SEWER MAIN
- 30" S.P. STORM SEWER MAIN
- TELEPHONE LINE
- WATER MAIN



PREPARED BY:

NORTHSTAR ENGINEERING AND SURVEYING, INC.

SUBDIVIDER:

NORTH VISTA PUEBLO LAND INVESTMENT LLC
A COLORADO LIMITED LIABILITY COMPANY

ENGINEERS AND
SURVEYORS:

PREPARED UNDER THE DIRECT SUPERVISION OF
MICHAEL LELAND CUPPY, PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38485
FOR AND ON BEHALF OF NORTHSTAR ENGINEERING & SURVEYING, INC.

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH STREET
PUEBLO, COLORADO

MAY 06, 2024

JN 1700930

SHEET 1 OF 1

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: October 2, 2024

Subject: S-24-03 North Vista Highlands, Filing No. 13 Subdivision

S-24-02 North Vista Highlands, Filing No. 13: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	NorthStar Engineering submitted a request for modifications letter, May 6, 2024, Michael Cuppy, PE., PLS. requesting; however their request was to modify provisions of the PUD Development Guide, which is not applicable to subdivision, as allowed by Section 12-4-10 of the Pueblo Municipal Code.
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, October 2, 2024.
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.)	- Amend the Trail and Park Plan title to include the names of the Subdivisions that are included in the plan, similar to the following: - North Vista Filings, 10, 11, 12, and 13, Trail and Park Plan

September 23, 2024

The City Planning and Zoning Commission will hold a public hearing on a request from **David Resnick** for the approval of the following applications, generally located south of future Home of Heroes, West of Cedarweed Blvd, east of Overton Road.:

S-24-05 North Vista Highlands, Filing No. 13: Subdivision of 23.61 acres into 100 single family residential lots and three parcels.

The Planning and Zoning Commission meeting will be held on October 9, 2024, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO. To view the meeting by Zoom: <https://www.zoomgov.com/j/1603832441?pwd=oYGaUDZZfhYtMgcqpA7X0p2SJjWy3h.1>
Meeting ID: 160 383 2441, Passcode: 911780, Telephone: 1 669 254 5252 US (San Jose). You are welcome to attend this public hearing, in person, to 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 Wade Broadhead, Sr. Planner
(719) 553-2280

September 23, 2024

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S-24-05 North Vista Highlands, Filing No. 13: Subdivision of 23.61 acres into 100 single family residential lots and three parcels.

The Planning and Zoning Commission meeting will be held on October 9, 2024, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO. To view the meeting by Zoom: <https://www.zoomgov.com/j/1603832441?pwd=oYGaUDZZfhYtMgcqpA7X0p2SJjWy3h.1>
Meeting ID: 160 383 2441, Passcode: 911780, Telephone: 1 669 254 5252 US (San Jose). You are welcome to attend this public hearing, in person, to 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 Wade Broadhead, Sr. Planner
(719) 553-2280

CASE NUMBER: S-24-05

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 13 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.

September 24, 2024
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

Owner	OwnerStree	OwnerCity	OwnerStat	OwnerZip
COLALANCIA DONATO/COLALANCIA ANNA	1007 W ORMAN AVE	PUEBLO	CO	81004-1431
STARICA STELLA/ STARICA SHARON	13154 FABERGE PL	PALM BEACH GARD	FL	33418-5610
NORTH VISTA PUEBLO LAND INVESTMENT	3819 BROADVIEW PL	CASTLE ROCK	CO	80109-4507



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE DESIGNATING 115 EAST ROUTT AVENUE, PUEBLO DIVINE SCIENCE CHURCH, AS A LOCAL HISTORIC LANDMARK

SUMMARY:

The applicant is requesting to designate 115 East Routt Avenue, Pueblo Divine Science Church, as a local landmark.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The applicant is requesting local landmark designation for the Pueblo Divine Science Church, formerly the Church of the Holy Trinity, located at 115 E. Routt Avenue in the Mesa Junction neighborhood. According to Section 4-14-8 of the Pueblo Municipal Code, a building, object, monument, structure or site may individually be designated as a Landmark if it has distinctive character and meets the criteria listed in the code. Scott McMillin, the owner of the property, submitted the application and is representing the Pueblo Divine Science Church. The applicant hopes to obtain State Historical Fund grants for repairs after designation. The application cites significance under three criteria in the PMC historic preservation code, (1a, 2a, and 2c discussed below), history and architecture. The application states that the structure represents one of Pueblo's significant early churches and the development of South Pueblo as well as representing the work of Pueblo Architect Walter DeMordaunt and showcasing the Gothic Revival Style. The nomination only applies to the 1884 church and addition and excludes the rectory owned by the church next door at 305 Broadway Avenue.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Historic Preservation Commission, at their August 21, 2024 Regular Meeting, voted 6-0 to recommend approval. Commissioner Perko absent.

The Planning and Zoning Commission, at their September 25, 2024, Regular Meeting, voted 5-0 to recommend approval. Commissioners Aznar and Maestri absent.

STAKEHOLDER PROCESS:

The application was reviewed at a public hearing held by the Pueblo Historic Preservation Commission held on August 21, 2024 and the application was also reviewed by the City of Pueblo Planning and Zoning Commission at their September 25, 2024 meeting.

ALTERNATIVES:

If City Council does not approve this Ordinance, 115 East Routt Avenue, will not be designated as a Local Historic Landmark.

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

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. HPC-24-05 Combined Attachments

ORDINANCE NO.

AN ORDINANCE DESIGNATING 115 EAST ROUTT AVENUE, PUEBLO DIVINE SCIENCE CHURCH, AS A LOCAL HISTORIC LANDMARK

WHEREAS, , the City of Pueblo's Historic Preservation Code, Chapter 14, Title IV, states that the City shall identify, designate and preserve those buildings, objects, monuments, structures and sites which reflect outstanding elements of the community's architectural and cultural heritage; and,

WHEREAS, the present application was initiated by the owner/applicant, Scott McMillan, and the City's Historic Preservation Commission has reviewed the application for designation of 115 East Routt Avenue, Pueblo Divine Science Church, as a Local Historic Landmark and has recommended to the Planning and Zoning Commission the designation of this resource; and,

WHEREAS, , the City Planning and Zoning Commission has reviewed the Historic Preservation Commission's recommendation and the designation application and submitted its recommendation against the landmark designation to Council; NOW, THEREFORE,

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

SECTION 1.

The City Council finds and determines that 115 Ease Routt Avenue, Pueblo, Colorado, Pueblo Divine Science Church, is associated with history, and architecture. It qualifies under landmark Criteria 1A, significant events/people, and qualifies under landmark Criteria 2A, architecture, and complies with the criteria as defined in the Pueblo Historic Preservation Code Section 4-14-8.

SECTION 2.

The City Council hereby designates 115 East Routt Avenue, Pueblo Divine Science Church, as a local Pueblo Historic Landmark, subject to the benefits, obligations and restrictions resulting from such designation as described in Chapter 14, Title IV of the Pueblo Municipal Code.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on October 15, 2024.

Final adoption of Ordinance by City Council on October 28, 2024.

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

Jocelyn Martinez
Chair

Guy Chabot
Vice Chair

Anthony Perko
Secretary



Laurel Campbell

George Koncilja

Jan Schraner

Sandra Morrison

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Minutes of Regular Meeting
City of Pueblo, Colorado
Wednesday August 21, 2024, 1:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 1:30 p.m. with Jocelyn Martinez presiding.

Commissioner's Present: Jocelyn Martinez, Laurel Campbell, Sandra Morrison, Guy Chabot, George Koncilja, Jan Schraner.

Commissioner Absent: Anthony Perko

Staff Members Present: David Wyatt, Assistant City Attorney, Scott Hobson, Acting Director of Planning and Community Development, Beritt Odom, Principal Planner, Wade Broadhead, Senior Planner, Cindy Capritta, Land Use Tech.

Staff Members Absent:

Regular Meeting:

HPC-24-05 Local Landmark - Church of the Holy Trinity/Pueblo Divine Science Church - 115 E. Routt. Staff report by Wade Broadhead, Senior Planner.

Hearing: Applicant Scott McMillin was sworn in and spoke in support of the application. No one appeared in opposition.

Commission Action: Koncilja motioned to recommend the Landmark application to City Council, seconded by Schraner.

Motion Passed: 6-0.

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday September 25, 2024, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

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

Commissioners Present: Mike Castellucci, Patrick Avalos, Lisa Bailey, Chris Pasternak, Cheryl Spinuzzi.

Commissioners Absent: Alexandra Aznar, Regina Maestri

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development, Beritt Odom, Principal Planner, Wade Broadhead, Senior Planner, Bart Mikitowicz, Senior Planner, Cindy Capritta, Land Use Tech.

Staff Members Absent:

Approval of the Agenda: Bailey motioned to approve the agenda, seconded by Spinuzzi.

Motion Passed: 5-0

Public Meeting:

1. HPC-24-5 Church of the Holy Trinity/Pueblo Divine Science Church Landmark Recommendation to City Council. Staff report by Wade Broadhead, Senior Planner.

Commission Action: Bailey motioned to recommend the Landmark application to City Council, seconded by Spinuzzi.

Motion Passed: 5-0

Planning and Zoning Referral for HPC-24-05

TO: City of Pueblo, Planning and Zoning Commission

FROM: Wade Broadhead, Sr. Planner

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

DATE: September 11, 2024

SUBJECT: Review and Recommendation to City Council for an application to designate the former Holy Trinity Church as a Local Pueblo Landmark

APPLICANTS: Scott McMillian, Pueblo Divine Science Church

PROPERTY OWNER: Pueblo Divine Science

LOCATION: 115 E. Routt Avenue

REQUEST: To review the Pueblo Historic Preservation Commission recommendation and the Pueblo Local Landmark designation application and forward a recommendation on the application by the Planning & Zoning Commission to City Council.

According to the Pueblo Municipal Code 14-4-8), (g). “Within fifteen (15) days after making a recommendation to approve, HPC shall transmit its written recommendation to the Planning and Zoning Commission including the findings of fact which constitute the basis for HPC recommendation. The Planning and Zoning Commission shall without public hearing review HPC's recommendation and the designation application at its next available meeting and submit its recommendations thereon to Council. All recommendations of the Planning and Zoning Commission shall be made taking into consideration any comprehensive plan, zoning requirements, projected public improvements, and existing and proposed renewal and development plans applicable to the section of the City to be affected by the designation or amendment of a designation.”

Local landmark designations are forwarded to the Planning and Zoning Commission to provide a recommendation to City Council taking into consideration any comprehensive plan, zoning requirements, projected public improvements, and existing and proposed renewal and development plans applicable to the section of the City to be affected by the designation.

Items to consider for the recommendation to City Council for the historic landmark designation or historic districts according to 4-14-8(g):

Comprehensive Plan

The Holy Trinity Church is located in the Urban neighborhoods area according to the Pueblo Regional Comprehensive Plan, adopted in July of 2022. Urban Neighborhoods are characterized by single family

detached and attached homes, duplex, and townhomes with supporting land uses such as accessory dwelling units, small scaler multi-family dwellings, neighborhood scale commercial, retail and services parks; schools; libraries; community gardens and other complimentary uses. As a long-term community church, the Pueblo Divine Science building qualifies as a common complimentary use in the Urban Neighborhoods Future Land Use Category.

The Regional Goals and Policies section of the Comprehensive Plan addresses historic preservation efforts in the City. *Policy 4.1.3 Inventory of Cultural Resources* encourages the expansion of the Pueblo Inventory of Cultural Resources and the measure of success on page 54 encourages an increasing trend in local landmarks. Landmarking the Holy Trinity/Pueblo Divine Science Church directly addresses this policy in the Pueblo Regional Comprehensive Plan with respect to planning and historic preservation by documenting contributions of locally significant architect Walter DeMordaunt and the Holy Trinity/Pueblo Divine Science congregation in Pueblo since it's construction in 1884 and major addition in 1927.

Zoning Requirements

The building is located within an R-5, Multiple Residential and Office Zone District. A church, religious institution, is a use by right in an R-5, Zone District. No anticipated zone changes are planned for this property or the immediately vicinity.

Projected Public Improvements

No major public improvement projects are scheduled on or adjacent to 115 E. Routt Ave.

Existing or proposed renewal and development plans

The City has no redevelopment plans that involve this property.

Applicable Regulations and Prior Action

Pueblo Municipal Code Section 4-14-8(g), the City's Historic Preservation Commission "HPC" recommended approval at their August 21, 2024, meeting by a vote of 6-0. Koncilja moved to approve the application, seconded by Schraner for designation for the Holy Trinity / Pueblo Divine Science House based on the findings for significance listed in PMC 4-14-8(a)(1)(a) social history and (a)(2)(a), (a)(2)(c) related to architecture.

Recommendation:

If the Planning & Zoning Commission finds the property located at 115 E. Routt Avenue is appropriate to be designated as a Pueblo local landmark taking into consideration criteria within Section 4-14-8 (g) of the Pueblo Municipal Code, a recommendation of approval will be submitted to City Council for final review and approval of a Local Landmark designation.

If the Planning & Zoning Commission finds the property located at 115 E. Routt Avenue is not appropriate to be designated as a Pueblo local landmark taking into consideration criteria within Section 4-14-8 (g) of the Pueblo Municipal Code, a recommendation of denial will be submitted to City Council for final review and approval of a Local Landmark designation.

Attachments:

1. Staff Report for HPC-24-05 Holy Trinity/Pueblo Divine Science Church.

HPC-24-05

August 21, 2024

To: Historic Preservation Commission
From: Wade Broadhead, Senior Planner
Through: Scott Hobson, Acting Director of Planning and Community Development
Location: 115 E. Routt Avenue
Applicant: Scott McMillan, Pueblo Divine Science Church
Owner: Pueblo Divine Science Church
Year Built: 1884, addition in 1927
Legal Description: Lot NWLY 113 ft of 29 to 31 ad SELY 23 feet of 31 plus all of 32, Block 124, South Pueblo
Zone District: R-5, Multiple Residential and Office Zone District

Synopsis

The applicant is requesting local landmark designation for the Church of the Holy Trinity located at 115 E. Routt Avenue located in the Mesa Junction neighborhood. According to Section 4-14-8 of the Pueblo Municipal Code, a building, object, monument, structure or site may individually be designated as a Landmark if it has distinctive character and meets the criteria listed in the code. Scott McMillin submitted the application and is representing the Pueblo Divine Science Church, the owner of the property. The applicant hopes to obtain State Historical Fund grants for repairs after designation.

The application cites significance under three criteria in the PMC historic preservation code, (1a, 2a, and 2c discussed below), history and architecture. The application states that the structure represents one of Pueblo's significant early churches and the development of South Pueblo as well as representing the work of Pueblo Architect Walter DeMordaunt and showcasing the Gothic Revival Style. The nomination only applies to the 1884 church and addition and excludes the rectory owned by the church next door at 305 Broadway Avenue.

Background

The Pueblo Historic Preservation Commission considers landmark designation applications eligible if they meet two of the three criteria referenced above. This application's justification of facts proposes the historical significance meets criteria 1a, 2a, and 2c.

The applicant nominated the subject property for landmark designation per the requirements contained in Section 4-14-8, Chapter 14 – Historic Preservation Code, Title IV – Building Regulations, of the Pueblo Municipal Code. The Historic Preservation Commission may approve this application if it serves the goals of the historic preservation code. A building, object, monument, structure, or site may individually be designated as a Landmark— or one or more buildings, objects, monuments, structures, or sites which are united by past events or aesthetically by plan or physical development may be designated as a Historic District— if they have distinctive character and meet the following criteria:

1. Special historic or prehistoric interest or importance:
 - a. Has significant character, interest or value, as part of the development, heritage, or cultural characteristics of the City, State, or Nation; or is associated with the life of a person significant in the past; or
 - b. Has the site of a historic event with a significant effect upon society; or
 - c. Exemplifies the cultural heritage of the community; or has yielded, or may be likely to yield, important prehistoric information.
2. Special architectural, engineering, or aesthetic interest or importance:
 - a. Portrays the environment in an era of history characterized by a distinctive architectural style; or
 - b. Embodies those distinguishing characteristics of an architectural-type or engineering specimen; or
 - c. Is the work of a designer whose individual work has significantly influenced the development of the City; or
 - d. Contains elements of design, detail, materials, or craftsmanship which represent a significant innovation.
3. Special geographic interest or importance:
 - a. by being part of or related to a square, park or other distinctive area, which should be developed or preserved according to a plan based on a historic, cultural or architectural motif, or
 - b. owing to its unique location or singular physical characteristic, represents an established and familiar visual feature of the neighborhood, community, or City.

The application was prepared by Scott McMillian, member of the church and retired professor of historic preservation and building trades at CSU Ft. Collins.

1A Have direct association with the historical development of the city, state, or nation.

The application states that the 1884 church is one of the oldest churches still in use in South Pueblo and Mesa Junction and an important part of the urban development of this area. The church contains a significant addition from 1927 when numbers grew at the church and in the neighborhood, and the Mesa Junction neighborhood began to fill out with homes and businesses. The Pueblo Divine Science still maintains the original use and serves parishioners from Pueblo and surrounding communities.

Staff finds that the site does have direct association with significant development of the city due to its early construction and continued use and expansion that mirrored larger citywide demographic trends.

2A Embody distinguishing characteristics of an architectural style or type

The church represents a good example of the architectural style Gothic Revival. The 1884 original church is one of the earliest still extant examples of Gothic revival on a church building characterized by the large lancet windows, steep rooflines with parapeted gables. The lancet windows and steep roofs are character defining features. Gothic revival building could be made from wood, brick, or stone, but were in decline by the 1880s and many early buildings have since be destroyed or heavily modified.

Staff finds the site eligible under 2A as it exemplifies the Gothic Revival architectural style.

2C. Is the work of a designer whose individual work has significantly influenced the development of the City.

The original building was built by a “Mr. Coy” and the architect is unknown. The 1927 addition was designed by Walter DeMordaunt, (1894-1962), a Pueblo architect. DeMordaunt was one of Pueblo’s most significant architects and his career ranged from the 1920s to the 1960s. He served under William Stickney, designer of Pueblo City Hall for a short time before starting his own firm. DeMordaunt designed all types of structure including homes, as well as many governmental buildings across southern Colorado from Salida to Alamosa. DeMordaunt designed the Star Journal Model home and the Pueblo YWCA building, both listed on the National Register of historic places. Other projects were the Mineral Palace Band Shell, The Keating School, Bessemer and Carlisle Schools, numerous buildings at the Colorado State Hospital, and most of the early Safeway grocery stores in Pueblo. DeMordaunt also specialized in alterations to existing historic buildings including churches and schools. City Staff has a complete project list from 1926 to 1963 for Walter DeMordaunt that was sent from his former employee in 1983 who states DeMordaunt was less concerned with style than structure in the letter.

Staff finds that the church’s association with Walter DeMordaunt, one of Pueblo’s most prolific architects, qualifies it for criteria 2C.

Changes to the Building and Property

The 1927 addition changed the original building significantly, including the main entryway, but this nomination and period of significance is for 1952, when all the recent modifications had been completed. The previous congregation removed the stained-glass windows in 1946 and replaced them with amber fiberglass. The pilasters on the 1884 building were replaced with concrete buttresses to help stabilize the building before 1952.

Zoning District

The site and immediate surrounding area are zoned R-5, and the surrounding neighborhood is largely zoned R-5 with a mix of small businesses, apartments, and single-family homes. The Pueblo Community Health Center is located adjacent to the property and is zoned S-1; parking for this use takes up most of the adjacent lots to the north, south, and west.

City’s Comprehensive Plan Compliance

The Holy Trinity Church is located in the Urban Neighborhoods future land use area according to the Pueblo Regional Comprehensive Plan adopted in July of 2022. Urban Neighborhoods are characterized by single family detached and attached homes, duplexes and townhomes with supporting land uses such as accessory dwelling units; small scale commercial; retail and services; parks; schools; libraries; community gardens; and other complimentary uses. According to the Comprehensive Plan, Urban Neighborhoods are generally built before 1950 and are centrally located neighborhoods. The church has no plans for expansion but wishes to restore their existing historic building which will not conflict with the comprehensive plan.

The Regional Goals and Policies section of the Comprehensive Plan addresses historic preservation efforts in the City. *Policy 4.1.3 Inventory of Cultural Resources* encourages the expansion the Pueblo

Inventory of Cultural Resources and the measurer of success on page 54 encourages an increasing trend in local landmarks. Landmarking Holy Trinity Church directly addresses this policy in the Pueblo Regional Comprehensive Plan with respect to planning and historic preservation by landmarking buildings and assisting citizens to gain access to state preservation funding.

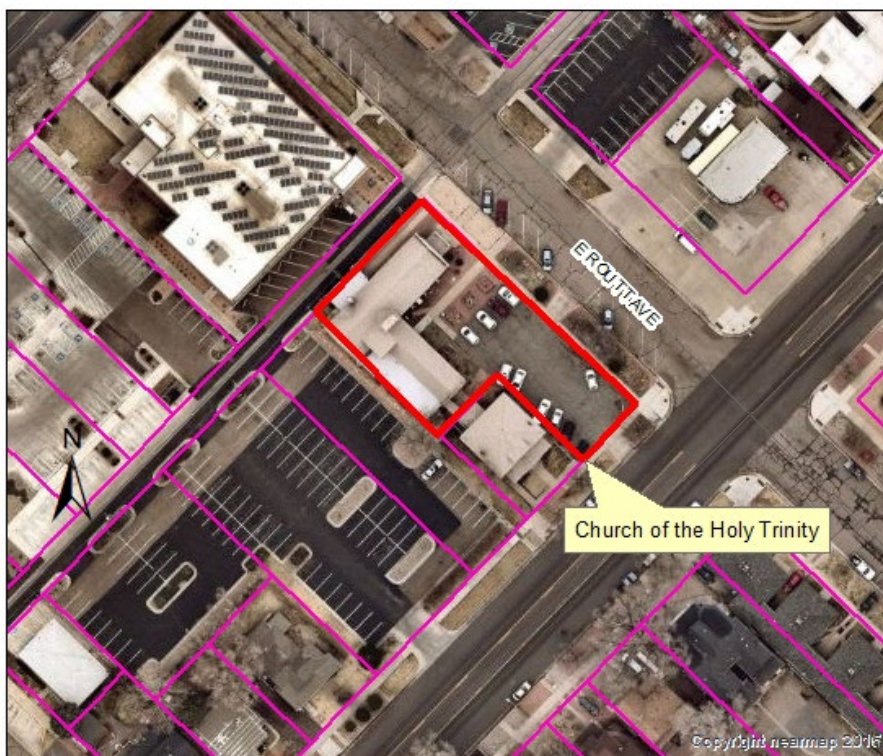
Recommended Action:

If the Historic Preservation Commission finds the property meets the eligibility criteria: Section 4-14-8, 4-14-8, (a)(1) and 4-14-8 (a)(2b), of the Pueblo Municipal Code, a recommendation of approval will be submitted to the Planning and Zoning Commission for review and recommendation to City Council for final review and approval of a Local Landmark designation.

Exhibits

- A. Maps
- B. Photographs
- C. Application signature sheet and OpenGov document, full nomination is attached via PDF.

EXHIBIT A. MAPS



A1. Aerial image of the property



A2. Zoning map of the property



A3. Comprehensive Plan Map

EXHIBIT B. SITE PHOTOGRAPHS



Proof of posting



Overview from front façade showing parapeted



Overview of the small chapel.



View of the chapel and rear corner

EXHIBIT C. APPLICATIONS AND ATTACHEMNTS

5/15/24, 11:14 AM

24-99



City of Pueblo PLACE

5/15/2024

24-99

Historic Preservation
Commission

Status: Active

Submitted On: 5/15/2024

Primary Location

115 E ROUTT AVE
PUEBLO, CO 81004

Owner

PUEBLO DIVINE SCIENCE
CHURCH
115 E ROUTT AVE PUEBLO ,
CO 81004-2116

Applicant

Scott McMillan
 719-371-7123
• scottmcmillan@hotmail.com
 115 E. Routt
Pueblo, CO 81004

Internal

Case Number

1

Planner Assigned

—

Continuances

—

Number of Posters

—

Number of Postcards/Mailings

—

Newspaper Notice Cost

—

Public Notice Costs must be paid by:

—

Public Notice zoning poster must be displayed by:

—

HPC Hearing Information

HPC Hearing Date

—

HPC Hearing Results

—

<https://puebloco.workflow.opengov.com/#!/explore/records/58506/367093>

1/7

5/15/24, 11:14 AM

24-99

 Check box if hearing is a Special Requested
Hearing

☐

Planning & Zoning Commission Information

 P&Z Hearing Date

06/18/2024

 P&Z Hearing Results

—

 Check box if hearing is a Special Requested
Hearing

☐

City Council Information

 Council First Reading

—

 Council Final Reading

—

 Council Hearing Results

—

 Effective Date

—

 Ordinance Number

 Recording Number

Application Information

Application Type*

Historic Nomination

Residential or Non-Residential?*

Non-Residential

5/15/24, 11:14 AM

24-99

Certificate of Compliance is for properties not located in HB zone district and are not contributing to National Historic District Register.

Nomination for Local Historic Designation

Name of Property and/or Historic Name*

Church of the Holy Trinity

Present Use*

Church

Historic Use*

Church

Site Number (issued by State of Colorado)

Are you designating a historic district?*

Yes

Describe the approximate boundaries of the district* ?

Lot NWLY 113 Feet of 29 to 31 & SELY 23 Feet of 31 plus all of 32 Blk 124 South Pueblo

What is the Applicant's Affiliation/Interest in Property*

Member

Owner Consent to Designation

Property Owner Signature*

✓ Scott McMillan
May 15, 2024

24-99



211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Nomination Application for Local Historic Designation

Name of Property and/or Historic Name: Church of the Holy Trinity
Name of Property Owner: Pueblo Divine Science Church
Address of Property: 115 E. Routt, Pueblo, CO 81004
Legal Description: Lot NWLY 1/3 Ft of 29 to 31 + SELY 23 Ft of 31 + All of 3.
Zoning: R 5 BLK 124 South Pueblo
Present Use: Church
Historic Use: Church
Site Number (issued by State of Colorado): _____

Owner Consent to Designation

I (we), the undersigned, acting as owner(s) of, the property described in this application for landmark designation do, hereby, give my (our) consent to the designation of this structure as a Structure for Preservation.

Printed name (s): Richard Pryor - Pres., Ken Lewis - VPres, Cat Connor - Sec
Dorothy Maher - Member, Scott McMillin - Member
Address: 305 Broadway Ave., Pueblo, CO 81004
Telephone Number: 719-543-0812
Email Address: www.PuebloDivineScience.org
Signature(s): Catherine Connor
Scott McMillin, Kenneth Lewis, Richard Pryor, Dorothy Maher
Date: _____

Applicant Name (if not the Property Owner): Scott McMillin
Affiliation/Interest in Property: Church Board Member
Address: _____
Telephone Number: 719-371-7123 **Email Address:** scottmcmillin@hotmail.com
Signature(s): Scott McMillin
Signature(s): _____
Date: _____

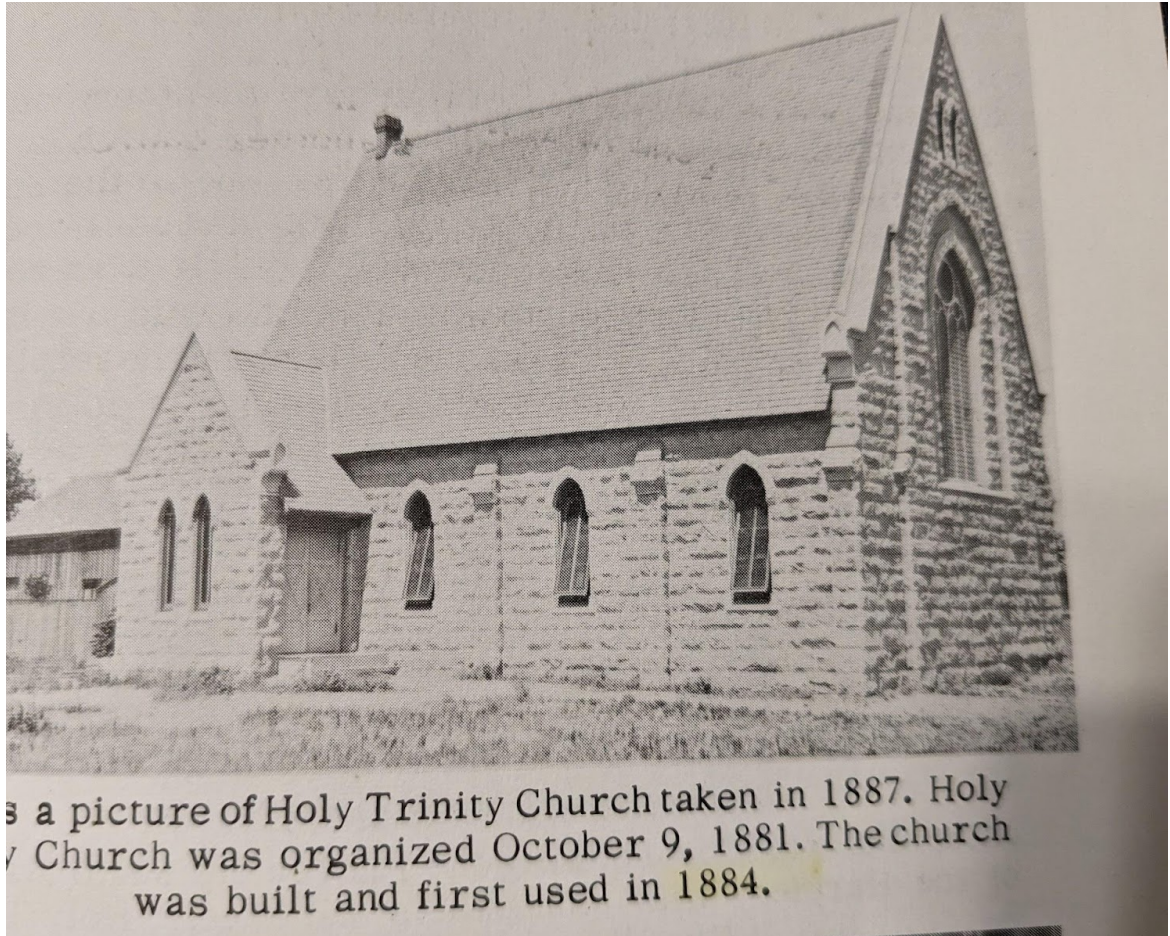
For designating a historic district, please see Appendix E.

Office Use Only

Application received by: _____ Date: _____
Checked for completeness by: _____ Date: _____

☐ Accepted ☐ Accepted with conditions ☐ Rejected

5/2020



Building History of the Church at 115 East Routt, Pueblo Colorado

The church which is known today as Pueblo Divine Science Church turned 150 years old in 2023. From its beginning in 1883 until 1946 it was known as Holy Trinity Church. Since 1952 it has been called the Pueblo Divine Science Church. The history of the church goes back to the beginning of the city of Pueblo, Colorado.

The city of Pueblo boomed with the coming of the railroad to the region. Before that it was a cowtown and a frontier trading post. The area where the church is located is South Pueblo where the streets are aligned with the railroad.

The town of South Pueblo was founded as a result of the coming of the Denver and Rio Grande Railroad. The Central Improvement Company, an adjunct of the Rio Grande Railroad Company, purchased the great Nolan Grant, made by the Mexican Government in 1843, which originally contained four hundred thousand acres. In July 1870, The title of this grant was confirmed by Congress to Nolan's heirs who sold forty-eight thousand acres to Charles Goodnight and others, who then sold it to the Rio Grande. In October of 1872, work began on the first buildings in South Pueblo. Now two incorporated town(s) existed, divided by the Arkansas River, and rivalry and division began and grew, the impact of which was felt for many years. Later, even more division was to be evidenced, for the incorporated town of Central Pueblo was organized in 1882; and, still another, Bessemer, the child of Colorado Fuel and Iron Company (first known as the Colorado Coal and Iron Company,) emerging to life in 1880. In 1886, the three Pueblo town(s) combined, and in 1896, Bessemer was annexed to the City of Pueblo under an act of the General Assembly of the State of Colorado. (Daney 23)

The site for the church was purchased by Col. Strait and Mr. J. B. Orman for \$400 from Colorado Coal and Iron Company. The same lots 29-32 at the corner of Routt and Broadway consist of the church property today. Another building formerly known as the Pueblo Conservatory of Music also sits on lots 29&30 and is a separate property from the church property. The Conservatory of Music faces Broadway while the church faces Routt.

A construction contract was let to a Mr. Coy in 1882 for a sum of \$2,480 with the work to be completed only as far as the money on hand would go. The cornerstone of the church is dated May 10, 1883.

Palm Sunday of 1884 was a triumphal one for on this day the first service was held in the newly constructed church. The building was not complete, but it was roofed and floored and could be used even if the rough stone walls were unfinished within. In 1884, the church stood aloof and alone on the untilled prairie, there being but three houses in the block at this time. The windows, with the exception of the stained glass memorial window, were clear glass. The seats were painted kitchen chairs, and lamps hung from the roof beams.

(Daney 64)

In December of 1884 a contract was let to plaster the interior. Because the original construction agreement was to complete as much as the initial sum of money would cover.

In 1885 a vestry room was added to the church. The vestry room is seen in the early photograph of the church captured in 1887.

South Pueblo and Bessimer were separate towns from Pueblo until consolidated into Pueblo in 1886. Although these communities are all in the same city their unique character is very apparent to this day. Especially South Pueblo where the street grid is aligned with the railroad instead of the North-South alignment of the rest of the city. In the late 19th century Pueblo was growing rapidly due to railroads and the steel industry. The church known as Holy Trinity Episcopal church also grew and in 1897 doubled its size with the addition of Saint Andrews Hall. Also in 1897 Father Oliver, the first rector of Ascension Episcopal Church, was buried under the altar of Holy Trinity Church.

Keeping the stone building, with its soaring ceiling, warm in the winter was a problem at the turn of the century and it still is today. In 1901 the heating system was changed from steam to ducted hot air. Today the sanctuary has a steam heating plant that is idle due to leaking radiators and the cost of firing the boilers.

The 1905 Sanborn map shows the church with its additions and another building (Pueblo Conservatory of Music) on the same lots. The Conservatory of Music is a separate piece of property from the church.

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(Daney 128)

The concrete buttresses on the walls of the old stone church were not flying as stated above but are certainly in harmony with the Gothic Revival style. Since 1952 little has changed in the appearance of the building.

References

Daney, Isabel. Pueblo's First Cross Episcopal Church History. Denver: Big Mountain Press, 1966.

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Vest, Don. Churches Built Prior to 1900 (still in existence). Planning
Department city of Pueblo, Colorado. April 1990.

HPC-24-05

August 21, 2024

To: Historic Preservation Commission
From: Wade Broadhead, Senior Planner
Through: Scott Hobson, Acting Director of Planning and Community Development
Location: 115 E. Routt Avenue
Applicant: Scott McMillan, Pueblo Divine Science Church
Owner: Pueblo Divine Science Church
Year Built: 1884, addition in 1927
Legal Description: Lot NWLY 113 ft of 29 to 31 ad SELY 23 feet of 31 plus all of 32, Block 124, South Pueblo
Zone District: R-5, Multiple Residential and Office Zone District

Synopsis

The applicant is requesting local landmark designation for the Church of the Holy Trinity located at 115 E. Routt Avenue located in the Mesa Junction neighborhood. According to Section 4-14-8 of the Pueblo Municipal Code, a building, object, monument, structure or site may individually be designated as a Landmark if it has distinctive character and meets the criteria listed in the code. Scott McMillin submitted the application and is representing the Pueblo Divine Science Church, the owner of the property. The applicant hopes to obtain State Historical Fund grants for repairs after designation.

The application cites significance under three criteria in the PMC historic preservation code, (1a, 2a, and 2c discussed below), history and architecture. The application states that the structure represents one of Pueblo's significant early churches and the development of South Pueblo as well as representing the work of Pueblo Architect Walter DeMordaunt and showcasing the Gothic Revival Style. The nomination only applies to the 1884 church and addition and excludes the rectory owned by the church next door at 305 Broadway Avenue.

Background

The Pueblo Historic Preservation Commission considers landmark designation applications eligible if they meet two of the three criteria referenced above. This application's justification of facts proposes the historical significance meets criteria 1a, 2a, and 2c.

The applicant nominated the subject property for landmark designation per the requirements contained in Section 4-14-8, Chapter 14 – Historic Preservation Code, Title IV – Building Regulations, of the Pueblo Municipal Code. The Historic Preservation Commission may approve this application if it serves the goals of the historic preservation code. A building, object, monument, structure, or site may individually be designated as a Landmark— or one or more buildings, objects, monuments, structures, or sites which are united by past events or aesthetically by plan or physical development may be designated as a Historic District— if they have distinctive character and meet the following criteria:

1. Special historic or prehistoric interest or importance:
 - a. Has significant character, interest or value, as part of the development, heritage, or cultural characteristics of the City, State, or Nation; or is associated with the life of a person significant in the past; or
 - b. Has the site of a historic event with a significant effect upon society; or
 - c. Exemplifies the cultural heritage of the community; or has yielded, or may be likely to yield, important prehistoric information.
2. Special architectural, engineering, or aesthetic interest or importance:
 - a. Portrays the environment in an era of history characterized by a distinctive architectural style; or
 - b. Embodies those distinguishing characteristics of an architectural-type or engineering specimen; or
 - c. Is the work of a designer whose individual work has significantly influenced the development of the City; or
 - d. Contains elements of design, detail, materials, or craftsmanship which represent a significant innovation.
3. Special geographic interest or importance:
 - a. by being part of or related to a square, park or other distinctive area, which should be developed or preserved according to a plan based on a historic, cultural or architectural motif, or
 - b. owing to its unique location or singular physical characteristic, represents an established and familiar visual feature of the neighborhood, community, or City.

The application was prepared by Scott McMillian, member of the church and retired professor of historic preservation and building trades at CSU Ft. Collins.

1A Have Direct Association with the historical development of the city, state, or nation.

The application states that the 1884 church is one of the oldest churches still in use in South Pueblo and Mesa Junction and an important part of the urban development of this area. The church contains a significant addition from 1927 when numbers grew at the church and in the neighborhood, and the Mesa Junction neighborhood began to fill out with homes and businesses. The Pueblo Divine Science still maintains the original use and serves parishioners from Pueblo and surrounding communities.

Staff finds that the site does have direct association with significant development of the city due to its early construction and continued use and expansion that mirrored larger citywide demographic trends.

2A Embody distinguishing characteristics of an architectural style or type

The church represents a good example of the architectural style Gothic Revival. The 1884 original church is one of the earliest still extant examples of Gothic revival on a church building characterized by the large lancet windows, steep rooflines with parapeted gables. The lancet windows and steep roofs are character defining features. Gothic revival building could be made from wood, brick, or stone, but were in decline by the 1880s and many early buildings have since be destroyed or heavily modified.

Staff finds the site eligible under 2A as it exemplifies the Gothic Revival architectural style.

2C. Is the work of a designer whose individual work has significantly influenced the development of the City.

The original building was built by a “Mr. Coy” and the architect is unknown. The 1927 addition was designed by Walter DeMordaunt, (1894-1962), a Pueblo architect. DeMordaunt was one of Pueblo’s most significant architects and his career ranged from the 1920s to the 1960s. He served under William Stickney, designer of Pueblo City Hall for a short time before starting his own firm. DeMordaunt designed all types of structure including homes, as well as many governmental buildings across southern Colorado from Salida to Alamosa. DeMordaunt designed the Star Journal Model home and the Pueblo YWCA building, both listed on the National Register of historic places. Other projects were the Mineral Palace Band Shell, The Keating School, Bessemer and Carlisle Schools, numerous buildings at the Colorado State Hospital, and most of the early Safeway grocery stores in Pueblo. DeMordaunt also specialized in alterations to existing historic buildings including churches and schools. City Staff has a complete project list from 1926 to 1963 for Walter DeMordaunt that was sent from his former employee in 1983 who states DeMordaunt was less concerned with style than structure in the letter.

Staff finds that the church’s association with Walter DeMordaunt, one of Pueblo’s most prolific architects, qualifies it for criteria 2C.

Integrity

All properties and districts shall be evaluated for their physical integrity using the following criteria, as defined by the National Park Service in the current version of the publication “How to Apply the National Register Criteria for Evaluation:”

- (1) Location – The place where the historic property was constructed or the place where the historic event occurred.
- (2) Design – the combination of elements that create the form, plan, space, structure and style of a property.
- (3) Setting – the physical environment of a historic property.
- (4) Materials – the physical elements that were combined or deposited during a particular period and in a particular pattern or configuration to form a historic property.
- (5) Workmanship – the physical evidence of the crafts of a particular culture or people during any given period in history or prehistory.
- (6) Feeling – a property’s expression of the aesthetic or historic sense of a particular period of time.
- (7) Association – the direct link between an important historic event or person and a historic property.

The church exhibits a high degree of integrity. Few modifications have been made to the structure itself since 1952. The 1884 primary building is still easily visible as is the 1927 addition. Furthermore, the setting and feeling have been changed slightly by an adjacent four-story building, but the church sits in its original location and the neighborhood is still predominately mixed use. Materials and workmanship that are still clearly visible and represent a character defining feature of the church, first the heavy stone construction representing Gothic Revival style and then the 1927 brick addition representing a generic English abbey. The interior of the sanctuary is stucco with exposed wooden beams and cross members as well as a pipe organ that was installed in 1927. Most all original details and architectural elements are intact and visible.

Changes to the Building and Property

The 1927 addition changed the original building significantly, including the main entryway, but this nomination and period of significance is for 1952, when all the recent modifications had been completed. The previous congregation removed the stained-glass windows in 1946 and replaced them with amber fiberglass. The pilasters on the 1884 building were replaced with concrete buttresses to help stabilize the building before 1952.

Zoning District

The site and immediate surrounding area are zoned R-5, and the surrounding neighborhood is largely zoned R-5 with a mix of small businesses, apartments, and single-family homes. The Pueblo Community Health Center is located adjacent to the property and is zoned S-1; parking for this use takes up most of the adjacent lots to the north, south, and west.

City's Comprehensive Plan Compliance

The Holy Trinity Church is located in the Urban Neighborhoods future land use area according to the Pueblo Regional Comprehensive Plan adopted in July of 2022. Urban Neighborhoods are characterized by single family detached and attached homes, duplexes and townhomes with supporting land uses such as accessory dwelling units; small scale commercial; retail and services; parks; schools; libraries; community gardens; and other complimentary uses. According to the Comprehensive Plan, Urban Neighborhoods are generally built before 1950 and are centrally located neighborhoods. The church has no plans for expansion but wishes to restore their existing historic building which will not conflict with the comprehensive plan.

The Regional Goals and Policies section of the Comprehensive Plan addresses historic preservation efforts in the City. *Policy 4.1.3 Inventory of Cultural Resources* encourages the expansion the Pueblo Inventory of Cultural Resources and the measurer of success on page 54 encourages an increasing trend in local landmarks. Landmarking Holy Trinity Church directly addresses this policy in the Pueblo Regional Comprehensive Plan with respect to planning and historic preservation by landmarking buildings and assisting citizens to gain access to state preservation funding.

Recommended Action:

If the Historic Preservation Commission finds the property meets the eligibility criteria, they may forward a recommendation of approval to the Planning and Zoning Commission to designate The Holy Trinity Church as a local Pueblo landmark as staff finds that it meets criterion 4-14-8, (a)(1) and 4-14-8 (a)(2b).

Exhibits

- A. Maps
- B. Photographs
- C. Application signature sheet and OpenGov document, full nomination is attached via PDF.

EXHIBIT A. MAPS



A1. Aerial image of the property



A2. Zoning map of the property



A3. Comprehensive Plan Map

EXHIBIT B. SITE PHOTOGRAPHS



Proof of posting



Overview from front façade showing parapeted





Overview of the small chapel.



View of the chapel and rear corner

EXHIBIT C. APPLICATIONS AND ATTACHEMNTS

5/15/24, 11:14 AM

24-99



City of Pueblo PLACE

5/15/2024

24-99

Historic Preservation
Commission

Status: Active

Submitted On: 5/15/2024

Primary Location

115 E ROUTT AVE
PUEBLO, CO 81004

Owner

PUEBLO DIVINE SCIENCE
CHURCH
115 E ROUTT AVE PUEBLO ,
CO 81004-2116

Applicant

Scott McMillan
 719-371-7123
• scottmcmillin@hotmail.com
 115 E. Routt
Pueblo, CO 81004

Internal

Case Number

1

Planner Assigned

—

Continuances

—

Number of Posters

—

Number of Postcards/Mailings

—

Newspaper Notice Cost

—

Public Notice Costs must be paid by:

—

Public Notice zoning poster must be displayed by:

—

HPC Hearing Information

HPC Hearing Date

—

HPC Hearing Results

—

5/15/24, 11:14 AM

24-99

 Check box if hearing is a Special Requested
Hearing

☐

Planning & Zoning Commission Information

 P&Z Hearing Date

06/18/2024

 P&Z Hearing Results

—

 Check box if hearing is a Special Requested
Hearing

☐

City Council Information

 Council First Reading

—

 Council Final Reading

—

 Council Hearing Results

—

 Effective Date

—

 Ordinance Number

 Recording Number

Application Information

Application Type*

Historic Nomination

Residential or Non-Residential?*

Non-Residential

5/15/24, 11:14 AM

24-99

Certificate of Compliance is for properties not located in HB zone district and are not contributing to National Historic District Register.

Nomination for Local Historic Designation

Name of Property and/or Historic Name*

Church of the Holy Trinity

Present Use*

Church

Historic Use*

Church

Site Number (Issued by State of Colorado)

Are you designating a historic district?*

Yes

Describe the approximate boundaries of the district* ?

Lot NWLY 113 Feet of 29 to 31 & SELY 23 Feet of 31 plus all of 32 Blk 124 South Pueblo

What is the Applicant's Affiliation/Interest in Property*

Member

Owner Consent to Designation

Property Owner Signature*

✓ Scott McMillan
May 15, 2024

24-99



211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Nomination Application for Local Historic Designation

Name of Property and/or Historic Name: Church of the Holy Trinity
Name of Property Owner: Pueblo Divine Science Church
Address of Property: 115 E. Routt, Pueblo, CO 81004
Legal Description: Lot NWLY 113 Ft of 29 to 31 + SELY 23 Ft of 31 + All of 3
Zoning: R 5 BLK 124 South Pueblo
Present Use: Church
Historic Use: Church
Site Number (issued by State of Colorado): _____

Owner Consent to Designation

I (we), the undersigned, acting as owner(s) of, the property described in this application for landmark designation do, hereby, give my (our) consent to the designation of this structure as a Structure for Preservation.

Printed name (s): Richard Pryor - Pres., Ken Lewis - VPres, Cat Connor - Sec

Address: Dorothy Maher - Member, Scott McMillin - Member
305 Broadway Ave., Pueblo, CO 81004

Telephone Number: 719-543-0812

Email Address: www.PuebloDivineScience.org

Signature(s): Catherine Connor
Scott McMillin, Kenneth Lewis, Richard Pryor, Dorothy Maher

Date: _____

Applicant Name (if not the Property Owner): Scott McMillin

Affiliation/Interest in Property: Church Board Member

Address: _____

Telephone Number: 719-371-7123 **Email Address:** scottmcmillin@hotmail.com

Signature(s): Scott McMillin

Signature(s): _____

Date: _____

For designating a historic district, please see Appendix E.

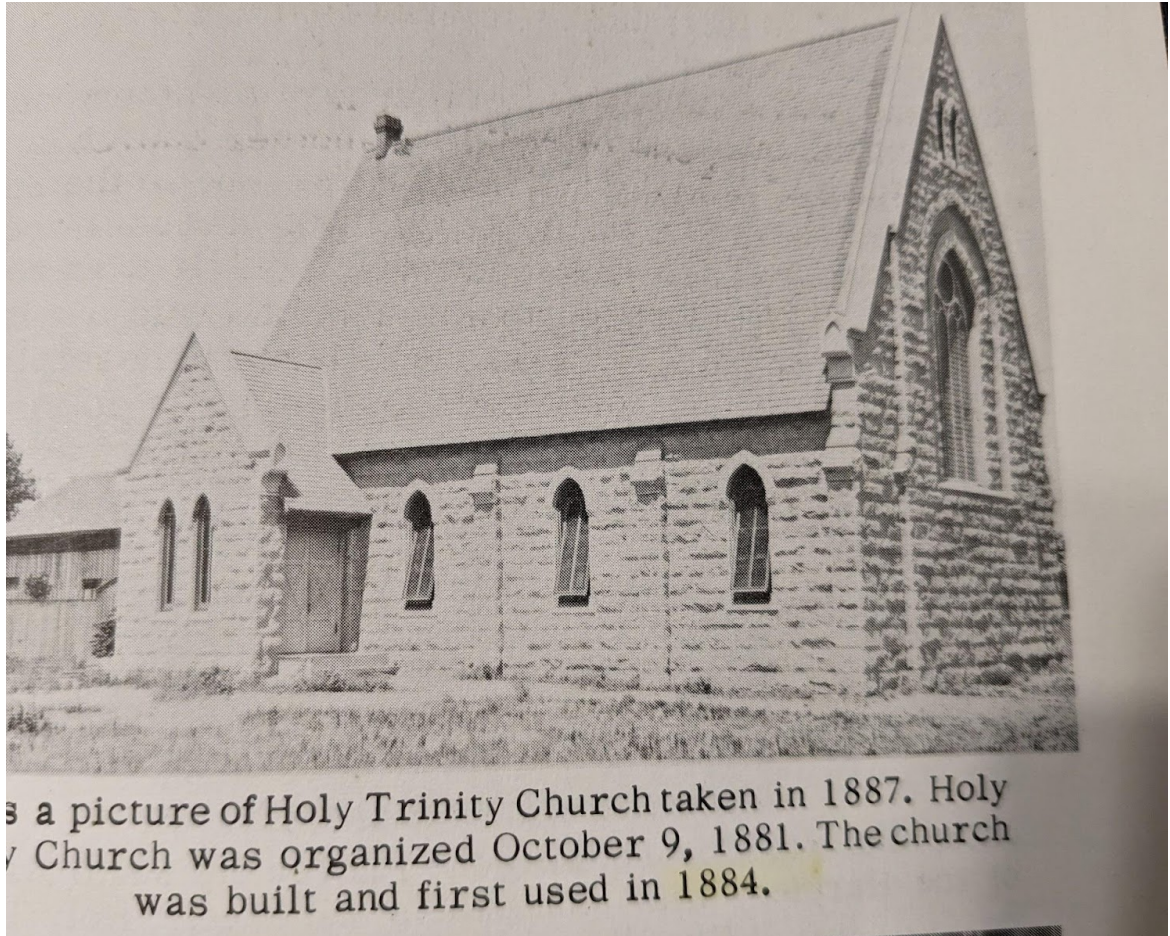
Office Use Only

Application received by: _____ Date: _____

Checked for completeness by: _____ Date: _____

☐ Accepted ☐ Accepted with conditions ☐ Rejected

5/2020



Building History of the Church at 115 East Routt, Pueblo Colorado

The church which is known today as Pueblo Divine Science Church turned 150 years old in 2023. From its beginning in 1883 until 1946 it was known as Holy Trinity Church. Since 1952 it has been called the Pueblo Divine Science Church. The history of the church goes back to the beginning of the city of Pueblo, Colorado.

The city of Pueblo boomed with the coming of the railroad to the region. Before that it was a cowtown and a frontier trading post. The area where the church is located is South Pueblo where the streets are aligned with the railroad.

The town of South Pueblo was founded as a result of the coming of the Denver and Rio Grande Railroad. The Central Improvement Company, an adjunct of the Rio Grande Railroad Company, purchased the great Nolan Grant, made by the Mexican Government in 1843, which originally contained four hundred thousand acres. In July 1870, The title of this grant was confirmed by Congress to Nolan's heirs who sold forty-eight thousand acres to Charles Goodnight and others, who then sold it to the Rio Grande. In October of 1872, work began on the first buildings in South Pueblo. Now two incorporated town(s) existed, divided by the Arkansas River, and rivalry and division began and grew, the impact of which was felt for many years. Later, even more division was to be evidenced, for the incorporated town of Central Pueblo was organized in 1882; and, still another, Bessemer, the child of Colorado Fuel and Iron Company (first known as the Colorado Coal and Iron Company,) emerging to life in 1880. In 1886, the three Pueblo town(s) combined, and in 1896, Bessemer was annexed to the City of Pueblo under an act of the General Assembly of the State of Colorado. (Daney 23)

The site for the church was purchased by Col. Strait and Mr. J. B. Orman for \$400 from Colorado Coal and Iron Company. The same lots 29-32 at the corner of Routt and Broadway consist of the church property today. Another building formerly known as the Pueblo Conservatory of Music also sits on lots 29&30 and is a separate property from the church property. The Conservatory of Music faces Broadway while the church faces Routt.

A construction contract was let to a Mr. Coy in 1882 for a sum of \$2,480 with the work to be completed only as far as the money on hand would go. The cornerstone of the church is dated May 10, 1883.

Palm Sunday of 1884 was a triumphal one for on this day the first service was held in the newly constructed church. The building was not complete, but it was roofed and floored and could be used even if the rough stone walls were unfinished within. In 1884, the church stood aloof and alone on the untilled prairie, there being but three houses in the block at this time. The windows, with the exception of the stained glass memorial window, were clear glass. The seats were painted kitchen chairs, and lamps hung from the roof beams.

(Daney 64)

In December of 1884 a contract was let to plaster the interior. Because the original construction agreement was to complete as much as the initial sum of money would cover.

In 1885 a vestry room was added to the church. The vestry room is seen in the early photograph of the church captured in 1887.

South Pueblo and Bessimer were separate towns from Pueblo until consolidated into Pueblo in 1886. Although these communities are all in the same city their unique character is very apparent to this day. Especially South Pueblo where the street grid is aligned with the railroad instead of the North-South alignment of the rest of the city. In the late 19th century Pueblo was growing rapidly due to railroads and the steel industry. The church known as Holy Trinity Episcopal church also grew and in 1897 doubled its size with the addition of Saint Andrews Hall. Also in 1897 Father Oliver, the first rector of Ascension Episcopal Church, was buried under the altar of Holy Trinity Church.

Keeping the stone building, with its soaring ceiling, warm in the winter was a problem at the turn of the century and it still is today. In 1901 the heating system was changed from steam to ducted hot air. Today the sanctuary has a steam heating plant that is idle due to leaking radiators and the cost of firing the boilers.

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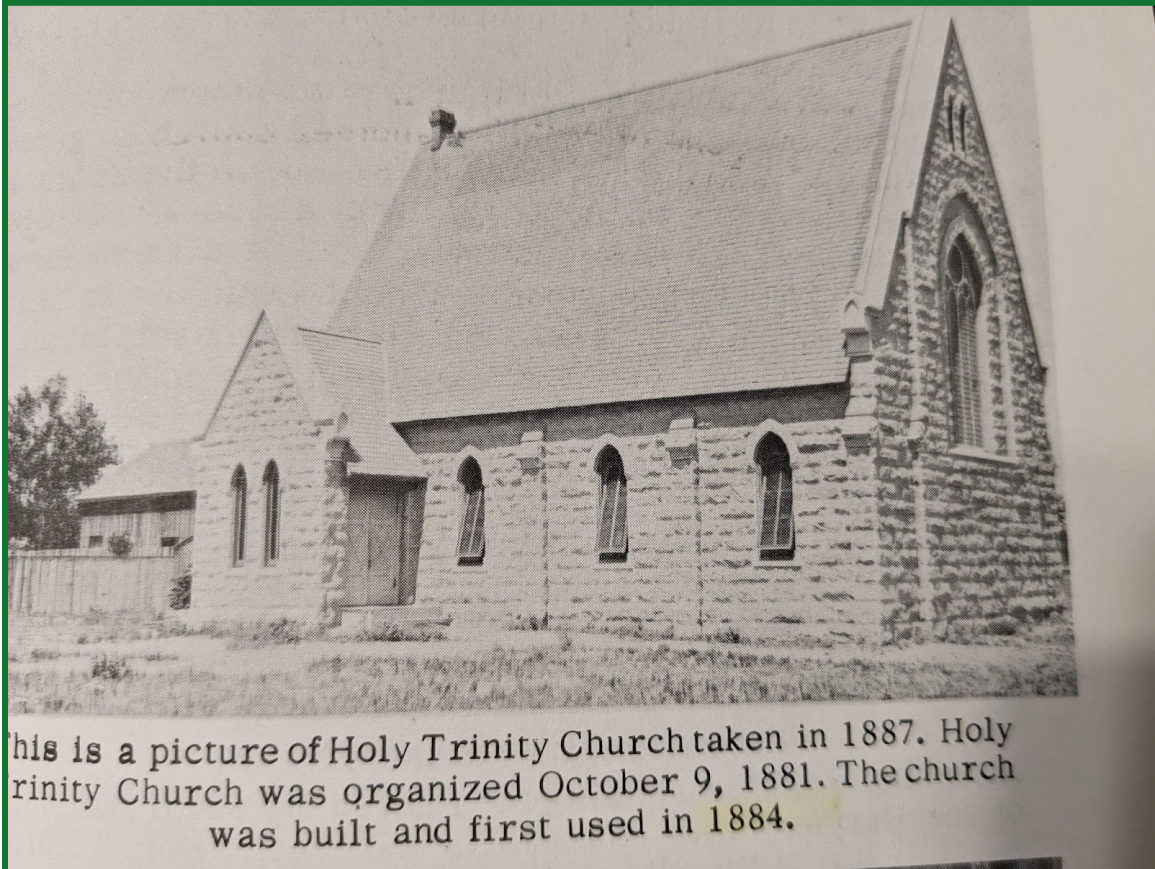
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Pueblo Historical Archives.

Vest, Don. Churches Built Prior to 1900 (still in existence). Planning
Department city of Pueblo, Colorado. April 1990.

Church at 115 W. Routt Architecture

The original church of 1883 was constructed entirely of native sandstone. The stone walls were reinforced with pilaster columns. The steep roof, lancet windows, and parapet gables are part of the Gothic Revival style popular in church architecture in the late 19th century. Much has changed since 1883.





The windows which originally were clear glass and tipped out from the bottom are now metal frames with amber fiberglass lights. The bottom of windows have hoppers that tip inward.

The pilasters are now concrete buttresses. This was necessary to reinforce the stone wall which was discovered to be out of alignment in 1946. Strengthening the walls was completed in 1952.

And the main entrance has moved to the north end of the sanctuary.



In 1927 the church was remodeled to resemble an English Anglican Abby by architect Walter DeMordant. The steeply gabled roof is repeated in the entry. Doors are deeply recessed with repeated lancet arches. The entry has handcrafted double doors resembling a 17th century building. Also the windows of the doors and high windows of the sanctuary are all clad in amber fiberglass. When the Episcopalians retired the building in 1946 the glass in the sanctuary was removed and replaced with amber fiberglass.

To the left in the photograph is the 1897 addition, originally called St. Andrews Hall, is the current fellowship hall. The windows of the fellowship hall are single hung leaded glass windows.



On the west end of the church is a small chapel. This is brick with a patina to harmonize with the stone of the church. Here the pilasters are capped with brick while the pilasters of the stone church had a molded concrete cap. The door to the chapel is also a massive handcrafted entry. Along the alley is a small opening for loading coal which originally fed the steam heating plant. Currently the steam heating plant is run on natural gas, although it is not used because a huge amount of thermal energy is required to heat the sanctuary for a few hours of use.



This is the east end of the fellowship hall. Here one sees the interesting pattern of brick work. Although bricks are in a level line they tip up and down to look antique. A few stones are in the brickwork to harmonize with the stone church. And also some patina of unwashed brick work.



On the back side of the fellowship hall is a fireplace. Here is a closer look of the unusual masonry.



Inside the fellowship hall the fireplace is the center of the church library.



Looking from the library to the right is a portion of the fellowship hall.



A large kitchen occupies the southeast corner of the fellowship hall.



In the notch between the sanctuary and fellowship hall is another set of double doors.



This room lies between the sanctuary and the fellowship hall.



Looking to the back of the sanctuary. There are four lancet windows on either side of the sanctuary. Notice the high open beam ceiling. Also the lights suspended from the rafters.



Looking from the back of the sanctuary to the front. The organ is on the right and the organ pipes are on the left.



The pipe organ was installed in the 1927 remodel.



This is a view inside the chapel on the west end of the church.



One of the sanctuary windows. The metal frames once had stained glass windows and are currently glazed with amber fiberglass. The angular bar is to open or lock the hopper at the bottom of the window.

References

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Stoehr, C. Eric. Bonanza Victorian Architecture and Society in Colorado Mining Towns. Albuquerque: University of New Mexico Press, 1975.

Wikipedia. Gothic Revival architecture.
https://en.wikipedia.org/wiki/Gothic_Revival_architecture.

**HISTORIC PRESERVATION COMMISSION
CITY OF PUEBLO**

NOTICE OF PUBLIC HEARING

Take notice that at a regular meeting to be held at 1:30 P.M., on the 21st day of August 2024, at **1 City Hall Place, Pueblo, Colorado**, the Historic Preservation Commission will hear the following application(s):

HPC 24-05

115 E. Routt Ave./ Pueblo Divine Science Church

For Designation of a Landmark as provided in the Historic Preservation Ordinance (Title IV, Chapter 14, of the Code of Ordinances, City of Pueblo) as the same affects the property situated in the City of Pueblo, County of Pueblo and State of Colorado, legally described as Lot NWLY 113 ft of 29 to 31 and SELY 23 ft of 31 plus all of lot 32, Block 123, South Pueblo and known as **115 E. Routt Ave.**

A **Nomination for Designation of a Landmark** if it qualifies for significance in criteria of history (criterion 1A), architecture (criterion 2A)

A draft of the nomination will be on file in the Department of Planning and Community Development and will be available for viewing and printing, typically the Friday prior to the meeting.

Any person may appear before the Historic Preservation Commission at the time and place stated above to be heard on the proposed nomination for designation of a landmark. Individuals who require special arrangements to participate are encouraged to contact the Department of Planning & Community Development at least 72 hours in advance.

Questions may be directed to the attention of Wade Broadhead, Sr. Planner, 719-553-2280.



Scott Hobson
Land Use Administrative Official
719-553-2259



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 634 GOODNIGHT AVENUE FROM R-2, SINGLE-FAMILY RESIDENTIAL ZONE DISTRICT TO CCN, COMMERCIAL CHARTER NEIGHBORHOOD ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone a 16,500 square foot parcel, located at 634 Goodnight Avenue from R-2, Single-Family Residential Zone District to CCN, Commercial Charter Neighborhood Zone District to facilitate a banquet hall.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

634 Goodnight Avenue is a 4,968-square foot former Mennonite Church on a 16,500-square foot lot, east of City Park, in the Aberdeen Neighborhood. The church remained in operation until 2023 when the property was purchased by 1Legacy Investments. The new owner would like to repurpose the building and its uses as a neighborhood-serving multipurpose center and banquet hall. A banquet hall is not an allowed use within an R-2 Single-Family Residential zone district and is defined by the municipal code as an establishment, which is rented by individuals or groups to accommodate private functions including, but not limited to, banquets, weddings, anniversaries, and other similar celebrations. Such use may or may not include: 1) kitchen facilities for the preparation or catering of food; 2) the sale of alcoholic beverages for on-premises consumption, only during scheduled events and not open to the general public; and 3) outdoor gardens or reception facilities. The applicant is requesting to rezone the property into a CCN, Commercial Charter Neighborhood zone district. A Banquet Hall is a "Use by Review" in the CCN district. The applicant received approval of a special use permit from the Zoning Board of Appeals on March 26, 2024 (ZBA-24-02) for a banquet hall with the condition that a business license for a banquet shall not be

approved until the property was rezoned into a CCN district and a parking study completed addressing any parking deficiencies identified by the study. In April 2024, the applicant submitted a parking study completed by Gagliano Engineering, Inc. (Exhibit H in the Planning & Zoning Commission staff report) which identified 11 off-street and 10 on-street parking spaces. Due to the size of the assembly area and its maximum occupancy of 228 individuals, at a rate of 1 parking space per every 4 occupants, this site requires 57 Parking spaces to comply with the code. On July 23, 2024, the Zoning Board of Appeals approved a variance (ZBA-24-44) to reduce the off-street parking requirements on the condition that the rezoning of the property from R-2 to CCN is approved by City Council. Should City Council approve the rezoning of the property, the applicant will be able to legally obtain a business license and operate as a banquet hall at this location.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their September 25, 2024 Regular Meeting, voted 3-2 to recommend approval, Commissioners Baily and Pasternak dissenting. Commissioners Aznar and Maestri 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-24-04 Combined Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO
REZONE 634 GOODNIGHT AVENUE FROM R-2, SINGLE-
FAMILY RESIDENTIAL ZONE DISTRICT TO CCN,
COMMERCIAL CHARTER NEIGHBORHOOD 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 R-2, Single-Family Residential Zone District to CCN, Commercial Charter Neighborhood Zone District:

LOTS 1 TO 5 BLK 1 ADAMS SUB

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 October 15, 2024.

Final adoption of Ordinance by City Council on October 28, 2024.

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 _____

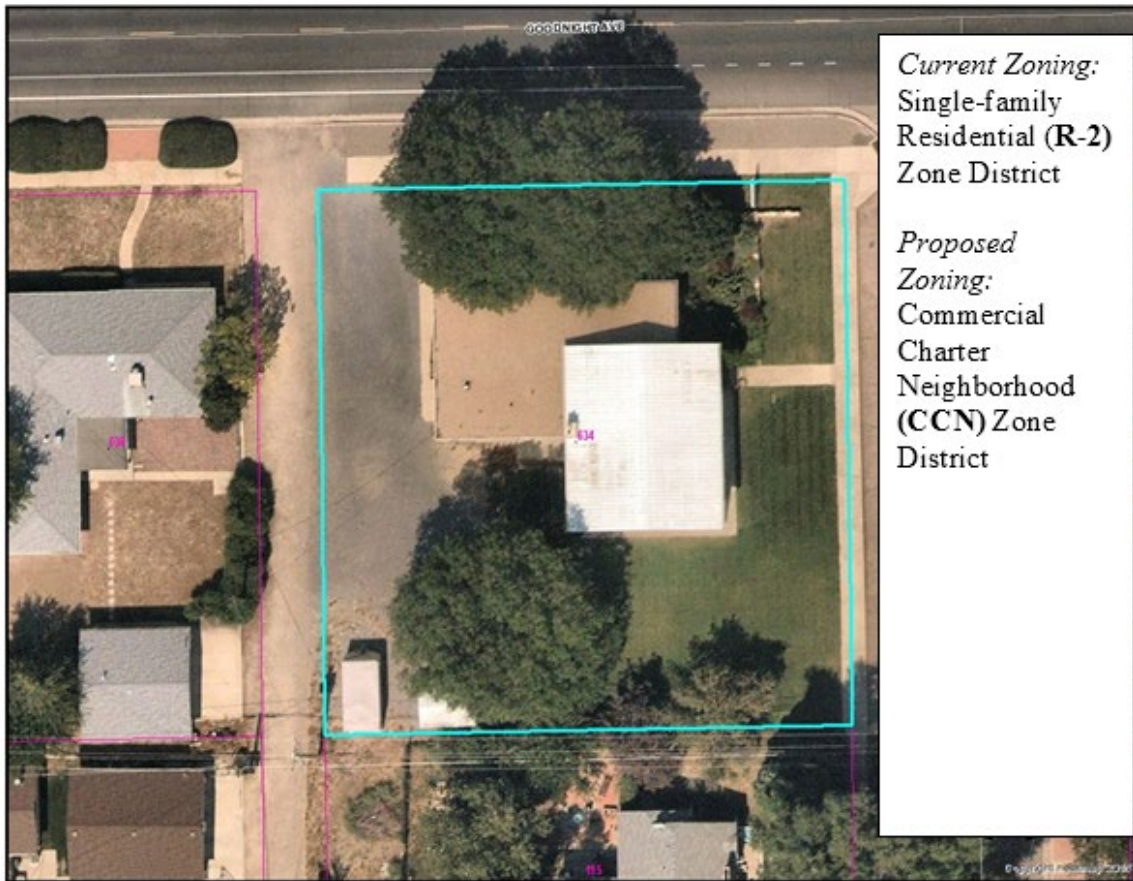
☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

E. Rezoning Exhibit



MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday September 25, 2024, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

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

Commissioners Present: Mike Castellucci, Patrick Avalos, Lisa Bailey, Chris Pasternak, Cheryl Spinuzzi.

Commissioners Absent: Alexandra Aznar, Regina Maestri

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development, Beritt Odom, Principal Planner, Wade Broadhead, Senior Planner, Bart Mikitowicz, Senior Planner, Cindy Capritta, Land Use Tech.

Staff Members Absent:

Approval of the Agenda: Bailey motioned to approve the agenda, seconded by Spinuzzi.

Motion Passed: 5-0

2. Z-24-04 Rezone: 634 Goodnight Ave, parcel #53441001, approximately .76 acres generally located south of Goodnight Ave and west of Dotson Ave. Rezone from Single-family Residential (R-2) Zone District to Commerical Charter Neighborhood (CCN) Zone District. Staff Report by Bart Mikitowicz, Senior Planner.

Hearing: Applicant Casey Prutch was sworn in and spoke in support of the application. Michael Kelly and Dave McKenzie were sworn in and spoke in and spoke in opposition.

Commission Action: Bailey moved to recommend the application to City Council seconded by Spinuzzi.

Motion Passed: 3-2 (Bailey, Pasternak)

Z-24-04

TO: City of Pueblo, Planning and Zoning Commission

FROM: Bart Mikitowicz, Sr. Planner

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

DATE: September 11, 2024

SUBJECT: **Rezone from Single-family Residential (R-2) Zone District to Commerical Charter Neighborhood (CCN) Zone District.**

APPLICANT: **Casey Prutch, Goodnight Event Center, LLC**

PROPERTY OWNER: Welsey Lavong, 1Legacy Investments

LOCATION: 634 E. Goodnight Ave.

EXISTING ZONE: R-2, Single-family Residential Zone District

PROPOSED ZONE: CCN, Commercial Charter Neighborhood Zone District

PREVIOUS BOARD ACTIONS: ZBA-24-02: Special Use Permit to allow for a Banquet Hall in a Commercial Charter Neighborhood (CCN) Zone District (Approved, Contingent upon Rezone)
ZBA-24-44: Variance to reduce the off-street parking requirement in a Commercial Charter Neighborhood (CCN) Zone District (Approved, Contingent upon Rezone)

REQUEST:

Applicant is requesting to rezone the subject property from R-2 to CCN, Commercial Charter Neighborhood District.

BACKGROUND AND ANALYSIS:

634 Goodnight Ave. is a 4,968 sq ft former Mennonite Church on a 16,500 sq ft lot, east of City Park, in the Aberdeen Neighborhood. The church was built and operated as such until 2023 when the property was purchased by 1Legacy Investments. The new owner would like to repurpose the building and its uses as a neighborhood-serving multipurpose center or banquet hall.

A banquet hall is defined by the municipal code as an establishment, which is rented by individuals or groups to accommodate private functions including, but not limited to, banquets, weddings, anniversaries, and other similar celebrations. Such use may or may not include: 1) kitchen facilities for the preparation or catering of food; 2) the sale of alcoholic beverages for on-premises consumption, only during scheduled events and not open to the general public; and 3) outdoor gardens or reception facilities.

However, under the current code, repurposing the church into a banquet hall has presented challenges. First, a Banquet Hall is not permitted use for this parcel since the property is currently zoned Single Family Residential (R-1). The Applicant then submitted an application for rezoning from R-2 to Commercial Charter Neighborhood (CCN). This was put on hold because even with the successful rezoning, the banquet hall use is still a Use-by-review in a CCN Zone District.

In March 2024, A Special Use Permit (ZBA-24-02) for a banquet hall was approved with conditions. Among these conditions was that "Prior to approval of a zone change to CCN, the applicant must provide a parking study and address any parking deficiencies if such deficiencies are identified by the study."

In April 2024, the applicant submitted a study completed by Gagliano Engineering, Inc. (Exhibit H) which identified 11 off-street and 10 on-street parking spaces. Due to the size of the assembly area and its maximum occupancy of 228 individuals, at a rate of 1 parking space per every 4 occupants, this site requires 57 Parking spaces to comply with the code.

In June 2024, A Variance was approved (ZBA-24-44) to reduce the off-street parking requirement in a proposed CCN Commercial Charter Neighborhood Zone District for this property. Clearing the way for them to legally operate as a banquet hall at this location and to obtain a business license upon the approval to rezone the property from R-2 to CCN.

STAFF REVIEW AND FINDINGS:

The purpose of the CCN Zone District is to retain and conserve suitable areas for commercial, office, and mixed-use development that primarily serve the residents of the surrounding charter neighborhood. The proposed banquet hall meets the intent of the CCN by providing a neighborhood serving use. While the immediately adjacent properties are all residential, Goodnight Ave. is a collector roadway, which accommodates a higher traffic volume than comparable residential streets. There is also a mixture of zone districts located within 200-feet of the rezoning site, B-2, O-1, and S-1 Zone Districts. Uses within these zone districts include a restaurant, medical office building, and City Park, which are similar in nature to a Banquet Hall that will provide a private place of assembly for social functions. Because the site is currently developed with a commercial structure, the existing R-2 zoning appears to be determinantal to future redevelopment of the site. Should the site be rezoned, all redevelopment efforts must conform with the CCN Performance Standards in an effort to mitigate any externalities.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

Site Character:

The site is developed with one commercial structure, the former church, which sits centered on the lot. The two lot frontages have mature landscaping and green space; the area adjacent to the alley reserved for parking and storage.

Neighborhood Compatibility:

Zone:	Developed with:	
North	Single-family Residential (R-1) Zone District	Single-family Homes
East	Single-family Residential (R-2) Zone District	Single-family Homes
South	Single-family Residential (R-2) Zone District	Single-family Homes
West	Single-family Residential (R-2) Zone District	Single-family Homes

Comprehensive Plan Compliance:

The proposed rezoning request conforms with the Pueblo Comprehensive Plan designation of Urban Neighborhood. Urban Neighborhoods are characterized by neighborhoods generally built before 1950 and are commonly located within the central portion of the city. Urban Neighborhoods are intended to provide a variety of services and amenities within the neighborhood or easily accessible nearby. The applicants plan to redevelop the property with a banquet hall which fits into the idea of neighborhood-scale commercial, and staff has determined that the proposed rezoning is generally consistent with the comprehensive plan designation.

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:

Minimum lot size and area:

- The CCN Zone District requires a minimum of 2,500 square foot of lot area, with a minimum of 25 foot wide street frontage.
 - **634 Goodnight Ave is a 16,500 square foot lot with a width of 125-feet along Goodnight Ave and 130-feet along Dotson Ave. The site exceeds the minimum requirements for the CCN zone district.**
- ❑ **Lot coverage:**
- The CCN Zone District allows a maximum lot coverage of 100% and a floor area ratio of 2.0.
 - The current structure on the property meets with maximum lot coverage and floor area ratio.
- ❑ **Zone District performance standards:**
- The CCN Performance Standards in an effort to minimize development impacts on the surrounding neighborhood and are described in detail below:
- 1. Parking Standards.**
 - The CCN Zone District promotes flexibility in design, preservation of existing commercial areas and pedestrian scale amenities. The off-street parking requirements set forth in the Zoning Code have been reduced with the approval of ZBA-24-44
 - 2. Landscape Standards.**
 - The CCN Zone District requires compliance with the landscaping code.
 - The current property is fully landscaped and in compliance with the code.
 - 3. Outdoor Storage.**
 - Section 17-4-5(1) g.1. of the Pueblo Municipal Code (PMC) provides the requirements for outdoor storage.
 - Outdoor storage is maintained and in compliance with the code.
 - 4. Additional Performance Standards.**
 - Sections 17-4-5(1) g.5 and 6. of the Pueblo Municipal Code (PMC) provide additional requirements for properties zoned CCN, which are adjacent to minor arterials, collectors and local streets.
 - Additional performance standards will be reviewed at the time of any building permit request.

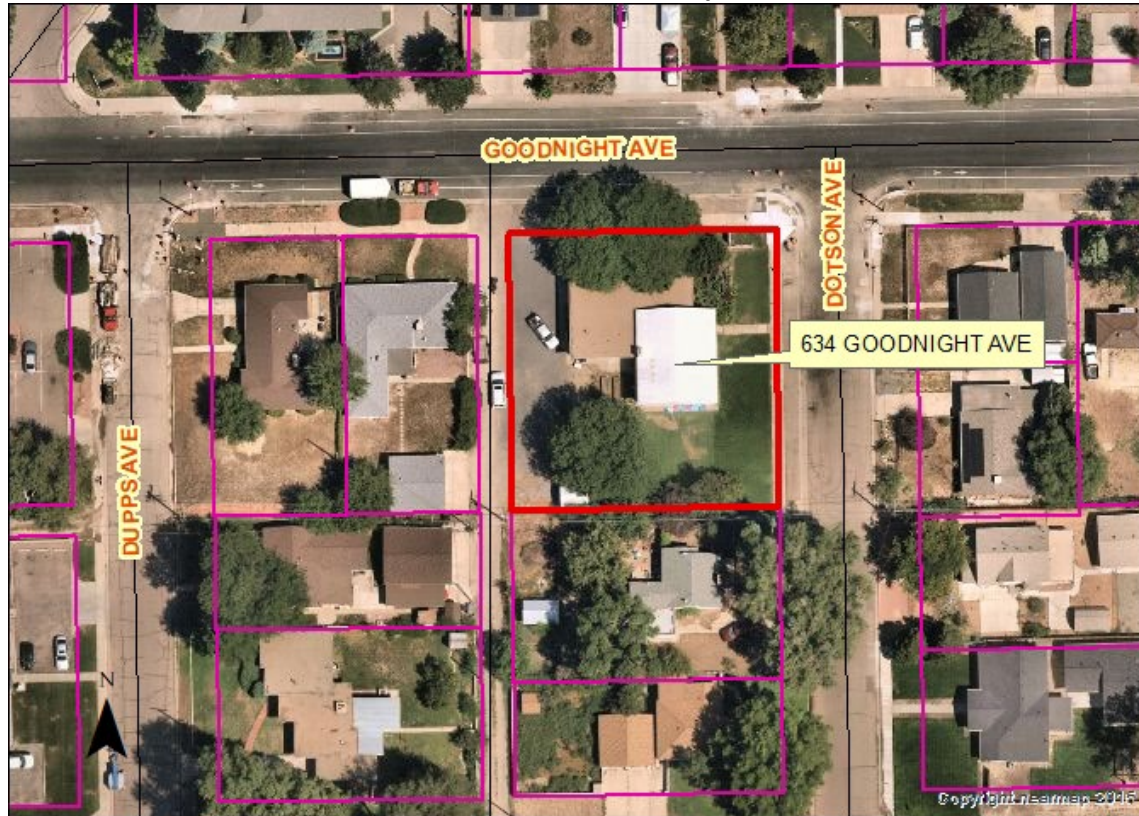
RECOMMENDED ACTION:

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

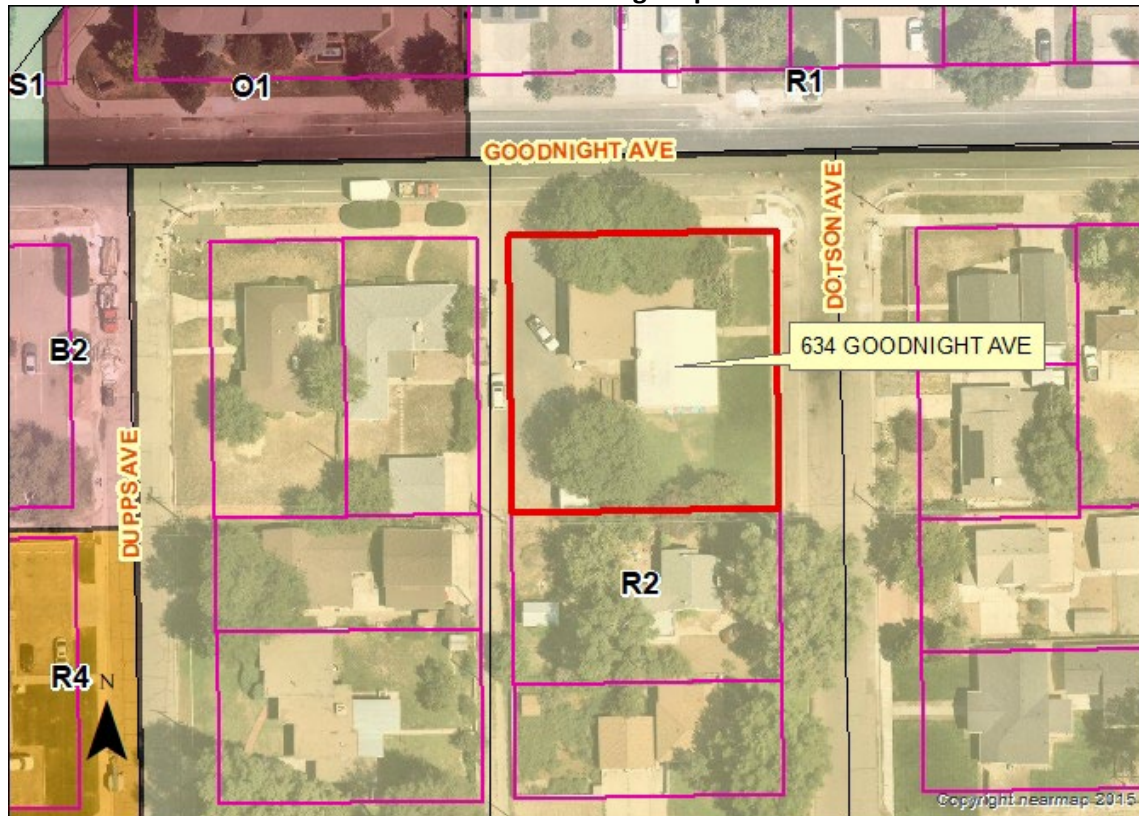
ATTACHMENTS:

- A. Location Map
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photographs
- E. Rezoning Exhibit
- F. Application
- G. Supporting Documents

A. Location Map



B. Zoning Map



C. Comprehensive Plan Map

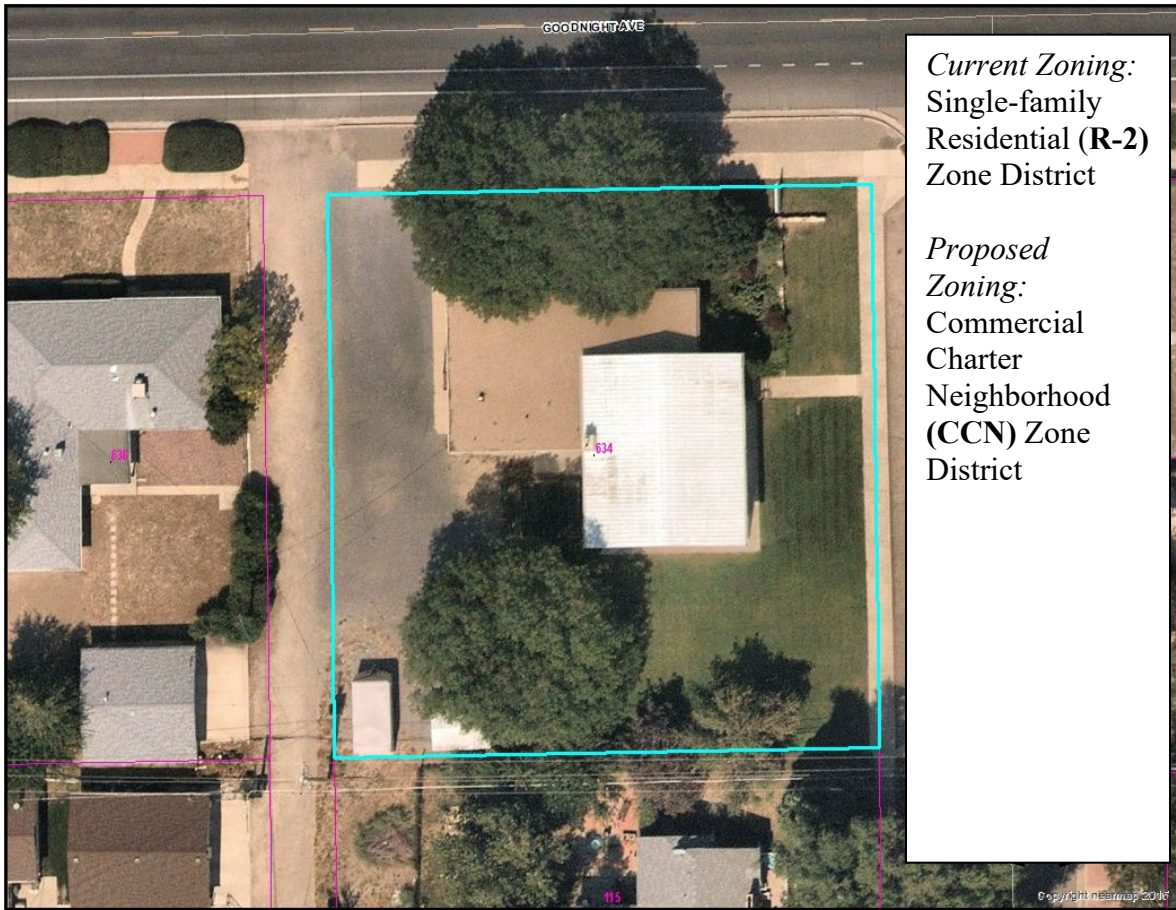


D. Site Photographs





E. Rezoning Exhibit



F. Application

3/7/24, 10:11 AM

PZ-24-12

City of Pueblo PLACE

3/7/2024

PZ-24-12

Planning & Zoning
Commission Applications

Status: Active

Submitted On: 3/7/2024

Primary Location

634 GOODNIGHT AVE
PUEBLO, CO 81005

Owner

1LEGACY INVESTMENTS LLC
E EVANS AVE 918 Pueblo, CO
81004

Applicant

 Casey Prutch

 720-427-8471

casey@cocannabisexchange.com

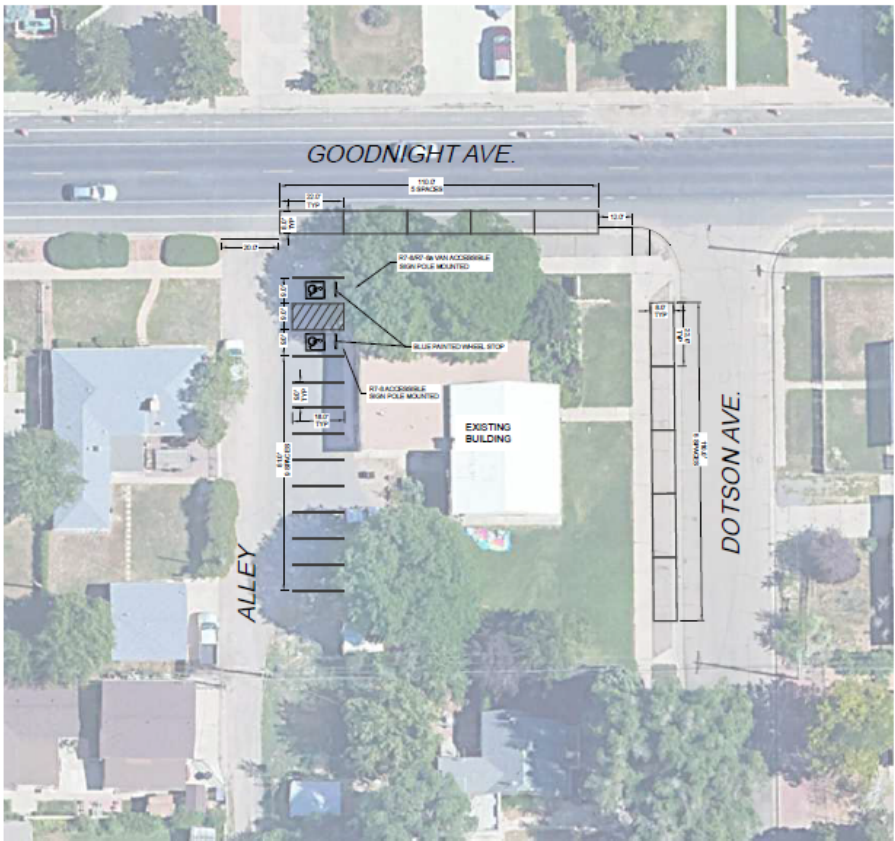
 634 Goodnight Ave
Pueblo, CO 81005

Hearing Information (Office Use Only)

 Number of cases 1	 Address Validation by GIS?  ☐
Planner Assigned Planner 1	Case 1 - Number Z-24-04
P&Z	
P&Z Hearing Date —	Case 1 - P&Z Hearing Results —
City Council	
City Council Hearing Date - First Reading 05/08/2024	City Council Hearing Date - Final Reading —
Case 1	



Know what's below.
Call before you dig.



PARKING NOTES:
BUILDING AREA: 3,410 SF ASSEMBLY
+ 3,000 SF OFFICE/RETAIL;

PARKING CALCULATIONS:
ASSEMBLY AREA: 1 SPACE PER 4 OCCUPANTS
(1 OCCUPANT PER 15 SF PER BOI)
= 13,425/15 / 4 = 57 SPACES
OFFICE AREA: 1 SPACE PER 300 SF
= 3,000 / 300 = 10 SPACES
THE ASSEMBLY AREA WILL BE USED PRIMARILY AT
MEETINGS AND IN MEETINGS.
THE OFFICE AREA WILL BE USED FOR MEETINGS AND
NORMAL BUSINESS HOURS.
PARKING REQUIRED:
57 SPACES (3000 ASSEMBLY AREA ONLY
REQUIRES 3 ACCESSIBLE SPACES)
EXISTING ON-STREET PARKING PROVIDED:
8 REGULAR
1 VAN ACCESSIBLE
11 TOTAL
EXISTING ON-STREET PARKING PROVIDED:
10 REGULAR (PARALLEL)

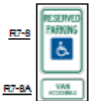
ADDRESS:
634 GOODNIGHT AVE
PUEBLO, CO 81008

ZONING:
ZONE DISTRICT: SUP (28A-24-02)

LEGAL DESCRIPTION:
LOTS 1 TO 5 BLK 1 ADAMS SUB

TAX SCHEDULE:
PARCEL: #034410001

LOT SIZE:
0.38 ± ACRES



- IF SIGNS ARE WIDE MOUNTED, BOTTOM OF SIGN TO BE 5'-0" ABOVE FINISHED GRADE
- IF SIGNS ARE WALL MOUNTED, BOTTOM OF SIGN TO BE 5'-0" ABOVE FINISHED GRADE

ACCESSIBLE ACCESS NOTES:

- 1% MAX SLOPE IN ANY DIRECTION FOR ACCESSIBLE PARKING SPACES, AISLE WAYS, OR LANDINGS
- MAX SLOPE OF RAMPS SHALL BE 1:12 FOR A MAXIMUM 30 INCH RISE. MAX CROSS SLOPE SHALL BE 1:48
- MINIMUM LANDING LENGTH SHALL BE 60 INCHES
- CURB STOPS TO BE INSTALLED AT ALL DESIGNATED REGULAR PARKING SPACES WITH THE VAN ACCESSIBLE SPACE AND ACCESSIBLE PAINTED BLUE
- EACH HANDICAP SPACE MUST HAVE EITHER RT-6 OR RT-6A SIGN
- A DETECTABLE WARNING SURFACE TO BE INSTALLED CONSISTING OF RAISED TRUNCATED DOMES WITH A DIAMETER OF 2" (51 mm), A HEIGHT OF 2" (51 mm), AND A CENTER-TO-CENTER SPACING OF 2.39" (60 mm) AND SHALL CONTRAST VISUALLY WITH ADJACENT SURFACES (PER ADAAG).
- 4" WHITE PAVEMENT MARKINGS FOR PARKING STRIPES

Gagliano Engineering, Inc. - (719) 547-7073
P.O. Box 2520 P.O. Box 2520
Pueblo, CO 81004 Pueblo, CO 81004

PARKING PLAN
634 GOODNIGHT AVE
PUEBLO, CO 81008

PROJECT NO: **2024-061**

DRAWN BY: JG CHECKED BY: JG SCALE: AS SHOWN
DRAWING NO.: 2024-061.dwg
DATE: 04/10/24 SHEET NO.: **PARKING**

ATTENTION!
REPRODUCTION OF THIS DRAWING
MAY HAVE CAUSED DISTORTION

#	Date	Comment
1	---	---
2	---	---
3	---	---
4	---	---

PREPARED UNDER THE DIRECT SUPERVISION OF
JOSEPH V. GAGLIANO, PE
COLORADO REGISTRATION NO. 37210

August 21, 2024

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:

Z-24-04: 634 Goodnight Ave, parcel #53441001, approximately .76 acres generally located south of Goodnight Ave and west of Dotson Ave. Rezone from Single-family Residential (R-2) Zone District to Commercial Charter Neighborhood (CCN) Zone District. Staff Report by Bart Mikitowicz, Senior Planner

The Planning and Zoning Commission meeting will be held on September 11, 2024, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO. 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 **Bart Mikitowicz**, Sr. Planner
(719) 553-2259

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Scott Hobson, Acting Director
Planning & Community Development
By **Bart Mikitowicz**, Sr. Planner
(719) 553-2259

CASE NUMBER: Z-24-04

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 at 634 Goodnight 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.

August 21, 2024

(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 634 Goodnight Ave. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

August 21, 2024

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Caputo

Owner	OwnerStree	OwnerCity	Owr	OwnerZip
SANCHEZ MICHAEL A	100 DOTSON AVE	PUEBLO	CO	81005-1215
MYERS TRAVIS	106 DOTSON AVE	PUEBLO	CO	81005-1215
NEEDS SHAELY	111 NEWMAN AVE	PUEBLO	CO	81005-1322
SANTOS DAVID F	112 DUPPS AVE	PUEBLO	CO	81005-1219
KRAGE VICTORIA EILEEN	120 DOTSON AVE	PUEBLO	CO	81005-1215
GARLAND LANE PROPERTIES LLC	120 DOTSON AVE	PUEBLO	CO	81005-1215
BARNES CAROLYN E	200 DUPPS AVE	PUEBLO	CO	81005-1221
PECHEK MARGARET A/PECHEK THOMAS G	201 DOTSON AVE	PUEBLO	CO	81005-1216
MC GILL RICHARD ROY	203 DUPPS AVE	PUEBLO	CO	81005-1220
HUNDT THERESA A	207 E GALATEA DR	PUEBLO W	CO	81007-2709
CORZINE MEGAN L	210 DOTSON AVE	PUEBLO	CO	81005-1217
GONZALES LAFON	310 STARLITE DR	PUEBLO	CO	81005-2683
SMART IRA/SMART ILA + STONE RHONDA K ,	4282 COUNTY 4 NE	REMER	MN	56672-2403
AHLIN LLC	447 ARGYLE AVE	PUEBLO	CO	81004-1012
PEARSON PROPERTIES LLC	5900 W STATE HIGHWAY	PUEBLO	CO	81005-9702
MIKETA GARY A/MIKETA MONICA L	601 GOODNIGHT AVE	PUEBLO	CO	81005-1224
HALLETT TIMOTHY JAMES / HALLETT B	602 GOODNIGHT AVE	PUEBLO	CO	81005-1225
MARTIN CHARLES A/MARTIN BROOKE SU + LC	602 MCCLELLAND AVE	PUEBLO	CO	81005-1227
BOWEN ANGELA J	603 MCCLELLAND AVE	PUEBLO	CO	81005-1226
FLORES GERARD M + SERNA FLORES VIRGINIA	606 DITTMER AVE	PUEBLO	CO	81005-1212
720 GOODNIGHT LLC	606 W EVANS AVE	PUEBLO	CO	81004-1504
AUSTIN DARIN A/AUSTIN JACQUEINE J	607 GOODNIGHT AVE	PUEBLO	CO	81005-1224
TRUJILLO FAMILY TRUST	613 GOODNIGHT AVE	PUEBLO	CO	81005-1224
EVANS FRANCES S	616 DITTMER AVE	PUEBLO	CO	81005-1212
VILLEGAS JESUS V	617 GOODNIGHT AVE	PUEBLO	CO	81005-1224
GUERRERO RUSSELL I/GUERRERO SHAN	620 DITTMER AVE	PUEBLO	CO	81005-1212
DURAN EDWARD G/DURAN ROSE E	621 GOODNIGHT AVE	PUEBLO	CO	81005-1224
DILL DAVID L + RAWLINGS JANE L	624 DITTMER AVE	PUEBLO	CO	81005-1212
BAROS RAYMOND LOUIS + BAROS BARBARA J	627 GOODNIGHT AVE	PUEBLO	CO	81005-1224
KNEUPER JENNIFER M / KNEUPER CLET	630 DITTMER AVE	PUEBLO	CO	81005-1212
ROSS ADAM J	633 GOODNIGHT AVE	PUEBLO	CO	81005-1224
C K INVESTMENTS	650 DITTMER AVE	PUEBLO	CO	81005-1212
SAMUELS WILLIAM G/SAMUELS MARILYN	91 CORNELL CIR	PUEBLO	CO	81005-1645
1LEGACY INVESTMENTS LLC	918 E EVANS AVE	PUEBLO	CO	81004-2537
CESARIO RACHEL LOUISE	PO BOX 3782	PUEBLO	CO	81005-0872
RESIDENT	PO BOX 419	PUEBLO	CO	81002-0419
BIGGERSTAFF D W	PO BOX 7355	PUEBLO W	CO	81007-7355



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 3215 LAKE AVENUE, LOCATED SOUTH OF PUEBLO BOULEVARD AND WEST OF LAKE AVENUE FROM I-2, INDUSTRIAL ZONE DISTRICT TO R-6, MULTIPLE RESIDENTIAL AND COMMERCIAL ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone approximately 17.93-acres at 3215 Lake Avenue, generally located south of Pueblo Boulevard and west of Lake Avenue from I-2, Industrial Zone District to R-6, Multiple Residential and Commercial District to facilitate a mixed-use development of the site.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

3215 Lake Avenue is a 17.93-acre lot in the Lake Garden Subdivision south of West Pueblo Boulevard. It was originally developed as a dog track in 1962 and held live greyhound races until 1999. Currently, the dog track is closed, and no commercial activity is on the site. Copper Spur Properties, LLC would like to redevelop the lot into a mixed-use development with multi-family residential, hotel, and commercial uses. The property is currently zoned I-2, which does not support the proposed uses, so the R-6 Zone District is being proposed. The I-2 zoning will remain to the south and the west of the property and the existing surrounding light industrial uses shall remain. There are two properties adjacent to the north. One is a gas station and will remain I-2. The other is zoned B-3 and is currently classified as commercial use however the portion of that parcel adjacent to the Dog Track Site is vacant. To the east is a small mixed-use development that has a couple of hotels, fast-food restaurants, and small retail shops. The Pueblo Regional Comprehensive Plan has identified this area for commercial

mixed-use. Characteristics of commercial mixed-use include a mix of commercial, employment, and service-oriented uses that serve adjacent neighborhoods and the broader region. Infill and redevelopment are encouraged to reduce surface parking and revitalize underutilized areas. Commercial Mixed-Use areas have a limited mix of uses, the introduction of a broader mix of uses—including multi-family residential—is encouraged. All of which make the requested rezoning for the proposed uses highly compatible with the long-range plan.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their September 25, 2024 Regular Meeting, voted 5-0 to recommend approval, Commissioners Aznar and Maestri 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-24-14 Combined Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO
REZONE 3215 LAKE AVENUE, LOCATED SOUTH OF PUEBLO
BOULEVARD AND WEST OF LAKE AVENUE FROM I-
2, INDUSTRIAL ZONE DISTRICT TO R-6, MULTIPLE
RESIDENTIAL AND COMMERCIAL 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 R-2, Single-Family Residential Zone District to CCN, Commercial Charter Neighborhood Zone District:

E 267.00 FT OF LOTS 2 THRU 4 + ALL LOTS 5 THRU 7 LESS HIWAY OF BLK 2 LAKE GARDENS 2ND LESS POR BY WD#1962150 TO SHH PROPERTIES FORMERLY #15-144-19-011

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 October 15, 2024.

Final adoption of Ordinance by City Council on October 28, 2024.

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.

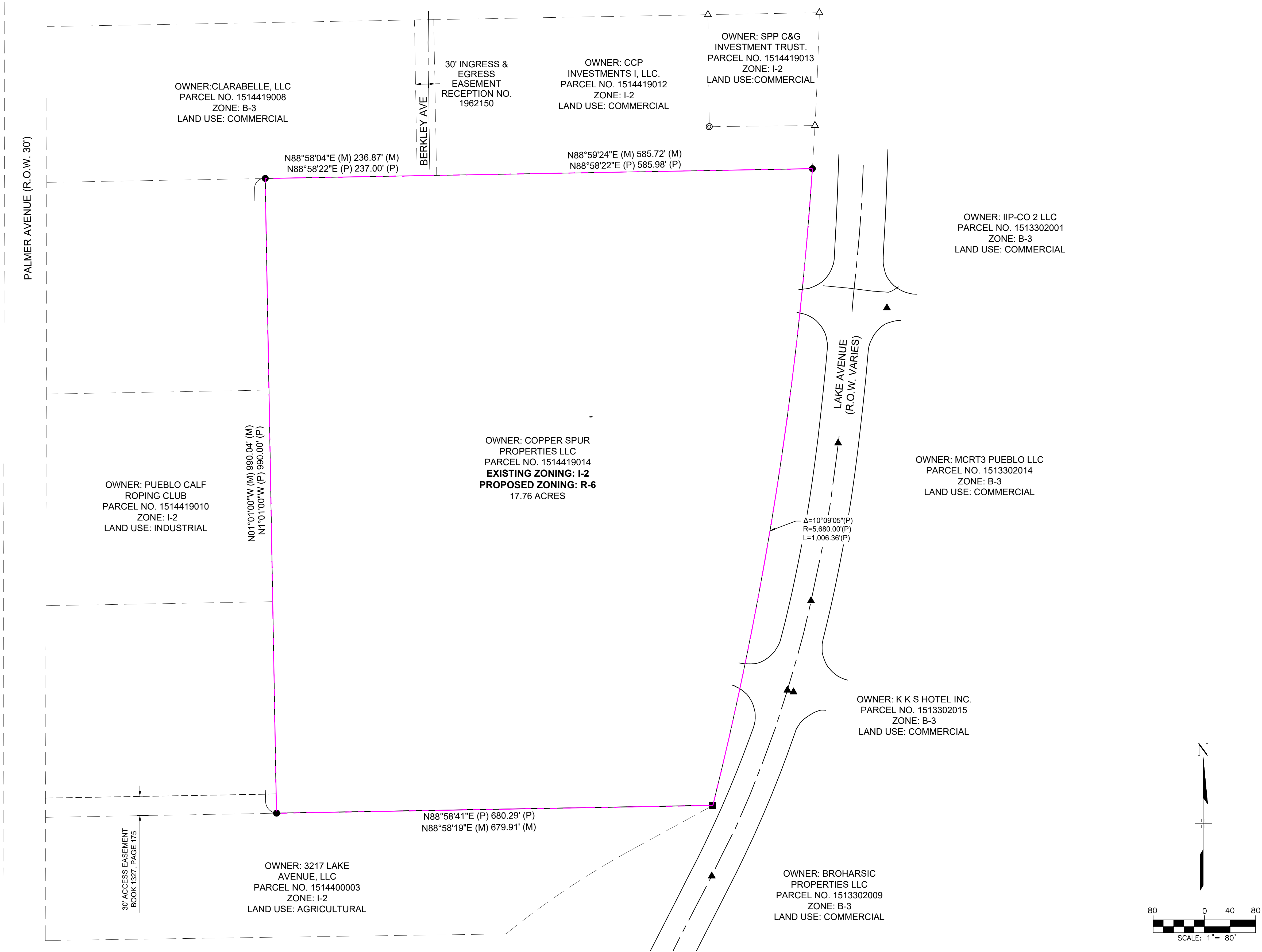
President of City Council

ATTEST

City Clerk

FILE LOCATION: FILE_LOC

REZONING EXHIBIT
3215 LAKE AVE.
CITY AND COUNTY OF PUEBLO

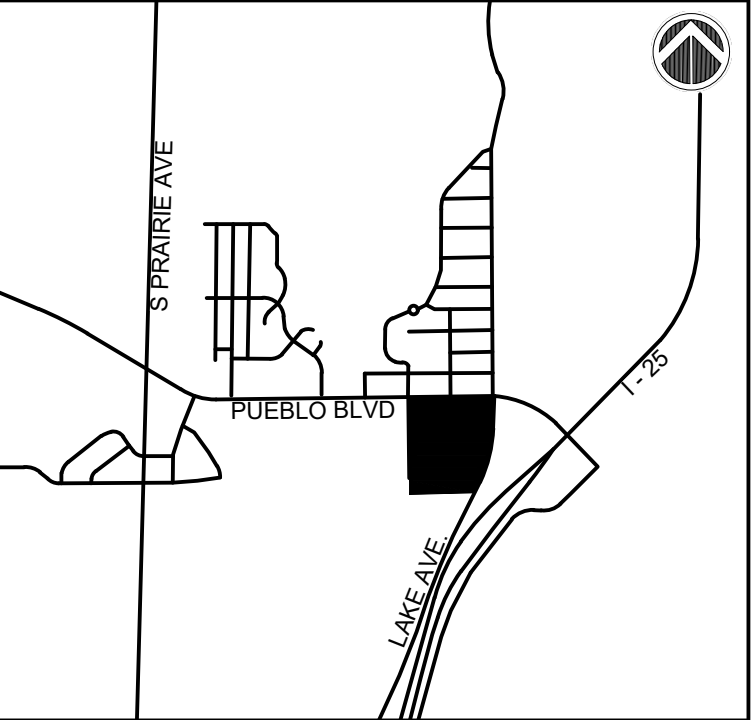


CONSULTANTS:
PLANNER/ LANDSCAPE ARCHITECT/ CIVIL ENGINEER:

2435 RESEARCH PARKWAY, SUITE 300
COLORADO SPRINGS, CO 80920
PHONE: (719) 575-0100
FAX : (719) 575-0208

OWNER/DEVELOPER: Jeff Patch
COPPER SPUR PROPERTIES LLC
12650 W 64th Ave STE E420
(303) 378-9484

APPROVAL:

VICINITY MAP:


PROJECT:
3215 LAKE AVE.
REZONE
PUEBLO, CO
JUNE 7, 2024

REVISION HISTORY:

NO.	DATE	DESCRIPTION	BY

DRAWING INFORMATION:

PROJECT NO.	23.1284.002
DRAWN BY:	AM
CHECKED BY:	AP
APPROVED BY:	AP

SHEET TITLE:

REZONING EXHIBIT

SHEET 1 OF 1

CITY FILE NO:

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday September 25, 2024, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

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

Commissioners Present: Mike Castellucci, Patrick Avalos, Alexandra Aznar, Lisa Bailey, Regina Maestri, Chris Pasternak, Cheryl Spinuzzi.

Commissioners Absent:

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development, Beritt Odom, Principal Planner, Wade Broadhead, Senior Planner, Bart Mikitowicz, Senior Planner, Cindy Capritta, Land Use Tech.

Staff Members Absent:

Approval of the Agenda: Bailey motioned to approve the agenda, seconded by Spinuzzi.

Motion Passed: 7-0

Public Hearings:

1. Z-24-14 Rezone: 3215 Lake Ave (Dog Track), parcel #1514419014, approximately 18 acres generally located south of Pueblo Blvd and west of Lake Ave. Rezone from Light Industrial (I-2) Zone District to Multiple Residential and Commercial (R-6) Zone District. Staff Report by Bart Mikitowicz, Senior Planner.

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

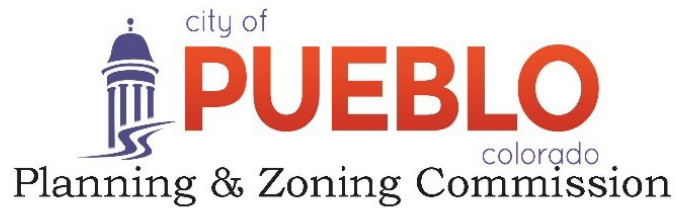
Commission Action: Bailey moved to recommend the application to City Council seconded by Maestri.

Motion Passed: 7-0.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-24-14

TO: City of Pueblo, Planning and Zoning Commission

FROM: Bart Mikitowicz, Senior Planner

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

DATE: September 11, 2024

APPLICANT: Andrea Papierski, Matrix Design Group

PROPERTY OWNER: Jeff Patch, Copper Spur Properties LLC

LOCATION: 3125 Lake Ave, Parcel# 1514419014

EXISTING ZONE: I-2, Light Industrial

PROPOSED ZONE: R-6, Multiple Residential and Commercial District

CONCURRENT REQUESTS: None

REQUEST:

3215 Lake Ave (Dog Track), parcel #1514419014, approximately 18 acres generally located south of Pueblo Blvd and west of Lake Ave. Rezone from Light Industrial (I-2) Zone District to Multiple Residential and Commercial (R-6) Zone District to facilitate mixed use development of the site.

BACKGROUND AND ANALYSIS:

3125 Lake Ave is a 781,031-sf ft lot in the Lake Garden Subdivision south of West Pueblo Blvd. Originally developed as a dog track in 1962 and held live greyhound races until 1999. Currently, the dog track is closed and no commercial activity is on the site.

At this time, Copper Spur Properties LLC would like to redevelop the Pueblo Dog Track Site, which is approximately 18 acres into a mixed-use development with multi-family residential, hotel, and commercial uses. The property is currently zoned I-2 which does not support the proposed uses, so the R-6 Zone District is being proposed. The I-2 zoning will remain to the south and the west of the property and the existing surrounding light industrial uses shall remain. There are two properties adjacent to the north. One is a gas station and will remain I-2. The other is zoned B-3 and is currently classified as commercial use however the portion of that parcel adjacent to the Dog Track Site is vacant. To the east is a small mixed-use development that has a couple of hotels, fast-food restaurants, and small retail shops.

The Pueblo Regional Comprehensive Plan has identified this area for commercial mixed-use. Characteristics of commercial mixed-use include a mix of commercial, employment, and service-oriented uses that serve adjacent neighborhoods and the broader region. Infill and redevelopment are encouraged to reduce surface parking and revitalize underutilized areas. Commercial Mixed-Use areas have a limited mix of uses, the introduction of a broader mix of uses—including multi-family residential—is encouraged. All of which make the requested rezoning for the proposed uses highly compatible with the long-range plan.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS
CHARACTER AND COMPATIBILITY:**❑ Site Character:**

The project is located at the former dog track. The site currently features a significant asphalt parking lot which covers much of the grounds. There are two large, connected principal structures where the patrons would view races and the dog track itself along the western side of the property.

❑ Neighborhood Compatibility:

North	I-2, Phillips 66
East	B-3, Hampton Inn & Suites Pueblo-Southgate
South	I-2, Marijuana Grow Facilities
West	I-2, Horse Stables

❑ Comprehensive Plan Compliance:

The project site has been designated by the Pueblo Regional Comprehensive Plan, 2022 as “Commercial Mixed-Use.” According to Pueblo Municipal Code Section 15-4-51(a)(9) states that the purpose of the R-6 Zone District is designed to retain and provide areas of mixed residence, commercial use and accommodations for transients. Commercial Mixed-Use is described as a mix of commercial, employment, and service-oriented uses that serve adjacent neighborhoods and the broader region. Infill and redevelopment are encouraged to reduce surface parking, revitalize underutilized areas. While most existing Commercial Mixed-Use areas have a limited mix of uses, the introduction of a broader mix of uses—including multi-family residential—is encouraged. These auto-oriented corridors should prioritize the safety and comfort of all road users and transition over time to prioritize the safety, comfort, and accessibility of people walking, biking, and taking transit. The R-6 allows a wide range of housing and commercial uses at a neighborhood and community scale to comply with the Urban Residential designation. This property is zoned appropriately and will facilitate compliance with the future land use category of the Pueblo Regional Comprehensive Plan.

The application for rezoning includes multiple citations of how the proposed mixed-use development will meet the goals of the Pueblo Regional Comprehensive Plan, please see the attached supporting documents. Staff has determined that the proposed rezoning is consistent with the comprehensive plan designation.

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 is the applicant.**

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 and is attached to the staff report.**

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 creating a commercial mixed-use development with both residential and retail elements. These development plans both align with the R-6 rezoning request and future land use designation of commercial mixed-use.**

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

- ❑ Comments **A site plan has not been provided and shows proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.**

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

- ❑ Comments **The applicant did not indicate a specific timeline for the redevelopment. Significant demolition will be required before construction can begin.**

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

- ❑ Comments **The application did not include information regarding the applicant's economic responsibility and capability. However they do intend on working closely with the Urban Renewal Authority to secure additional funding.**

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:

- ❑ Minimum lot size and area:
 - The R-6 Zone District requires a minimum of 3,000 square foot of lot area for single family.
 - The proposed area will be 781, 031-sf ft and has over 920 feet of frontage on Lake Ave. The existing site has been reviewed and it complies with the minimum lot area and width for the proposed zone district.
- ❑ Lot coverage:
 - The R-6 Zone District allows a maximum lot coverage of 50%.
 - Proposed plans appear to comply with lot coverage however staff will check for lot coverage at the time of building permits for the home and commercial building.

Zone District performance standards:

- **Multifamily Residential Standards, Section 17-4-4, (c), of the Pueblo Municipal Code: Standards will be implemented at the time of development.**

REFERRAL AGENCIES AND COMMENTS:

- City Public Works- No comment
- City Transportation- has no issue with the rezoning. However, when the site is developed, there needs to be an east/west street that runs through the site and a north/south connection to Berkley – Per Bluebeam Review 7/29/24
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater- See Attachment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No comment
- Black Hills Energy-No comment
- CDOT-See Attachment

RECOMMENDED ACTION:

Staff recommends the Planning and Zoning Commission make a recommendation to City Council that the zoning map amendment be **APPROVED with the following conditions:**

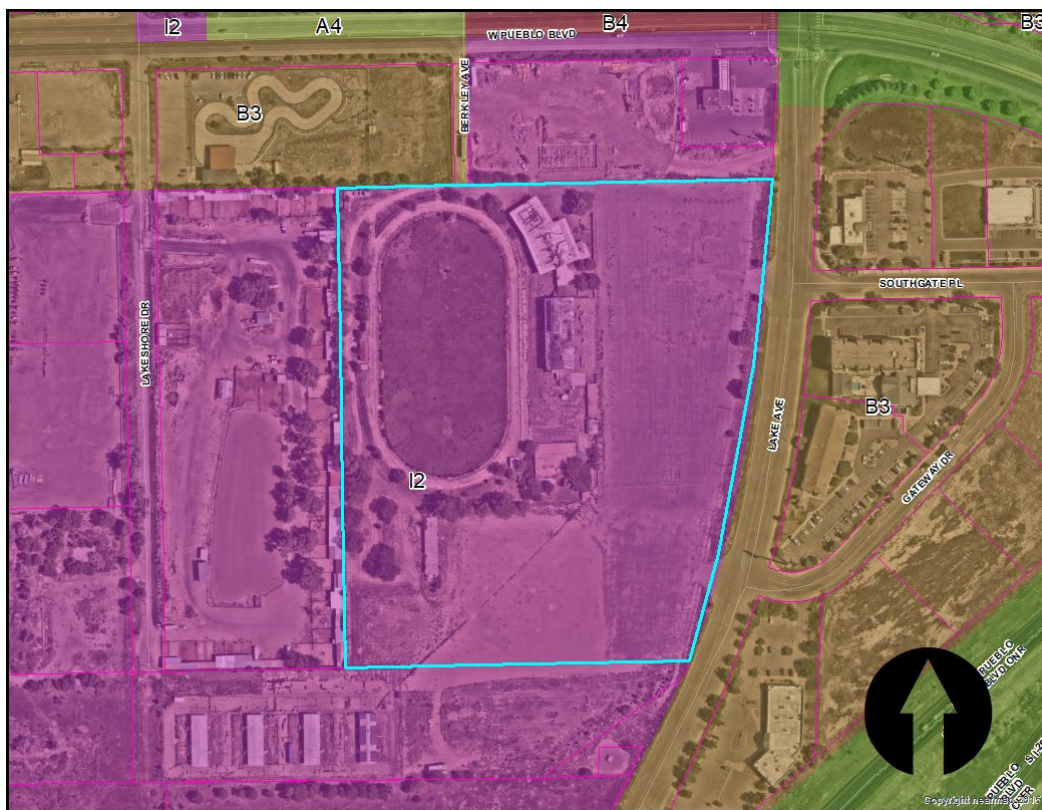
ATTACHMENTS:

- A. Location Map
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photographs
- E. Rezoning Exhibit
- F. Application
- G. Supporting Documents

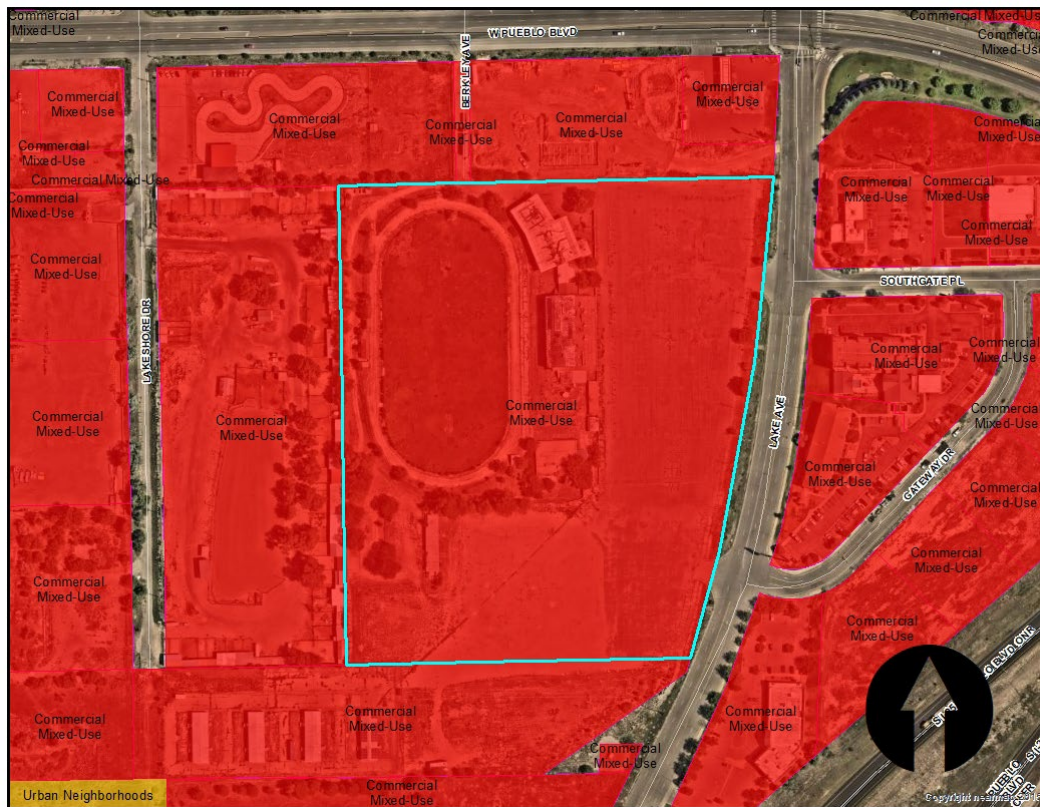
A. Location Map



B. Zoning Map



C. Comprehensive Plan Map



D. Site Photographs





F. Application



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: Jeff Patch	
Company: Copper Spur Properties LLC	
Address: 12650 W 64th Ave STE E420	Zip: 80004
Phone: () 303-378-9484	Email: copperspurprop@yahoo.com
Applicant	
Name: Andrea Papierski	
Company: Matrix Design Group	
Address: 2435 Research Parkway Suite 300	Zip: 80920
Phone: () 719-575-0100	Email: andrea.papierski@matrixdesigngroup.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: 3125 Lake Ave. (address or general description)	
Parcel# 1514419014	
Legal Description: E 267.00 FT OF LOTS 2 THRU 4 + ALL LOTS 5 THRU 7 LESS HIWAY OF BLK 2 LAKE GARD	
Subdivision: COM-South Pueblo Blvd. BD	Acreage: 17.93
Existing Zone District: I-2	Proposed Zone District: R-6

G. Supporting Documents



Customer Distribution



Prevent fraud - Please call a member of our closing team for wire transfer instructions or to initiate a wire transfer. Note that our wiring instructions will never change.

Order Number: **RND35065414-3**

Date: **06/04/2024**

Property Address: **3215 LAKE AVE, PUEBLO, CO 81004**

For Closing Assistance**For Title Assistance**

Beth Schantz
5975 GREENWOOD PLAZA
BLVD
GREENWOOD VILLAGE, CO
80111
(303) 850-4162 (Work)
(719) 634-3190 (Work Fax)
bschantz@ltgc.com

Seller/Owner

COPPER SPUR PROPERTIES, LLC, A COLORADO
LIMITED LIABILITY COMPANY
Attention: JEFF PATCH
1843 MONTVIEW LANE
Steamboat Springs, CO 80487
(303) 378-9484 (Work)
copperspurprop@yahoo.com
Delivered via: Electronic Mail

MATRIX DESIGN GROUP

Attention: JASON ALWINE
2435 RESEARCH PKWY #300
COLORADO SPRINGS, CO 80920
(719) 575-0100 (Work)
(719) 575-0208 (Work Fax)
jason.alwine@matrixdesigngroup.com
Delivered via: Electronic Mail

Agent for Seller

RE/MAX NORTHWEST
Attention: KURT BLACKBURN
12000 PECOS ST #160
WESTMINSTER, CO 80234
(303) 457-4800 (Work)
(303) 252-8133 (Work Fax)
blackburnkurt@gmail.com
Delivered via: Electronic Mail

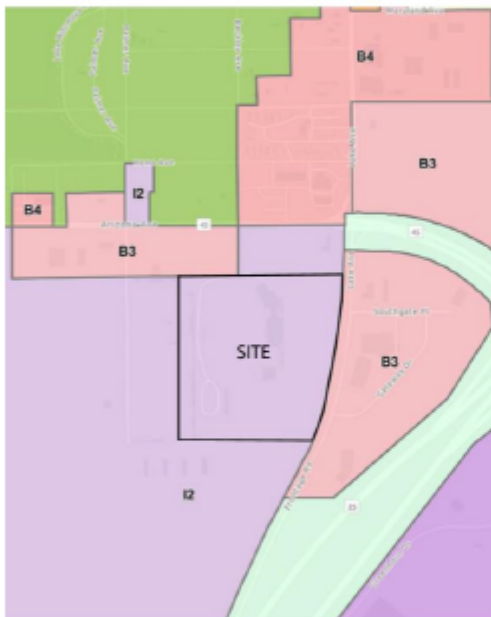


Matrix Design Group, Inc.
 2435 Research Parkway, Suite 300
 Colorado Springs, CO 80920
 O 719.575.0100
 F 719.575.0208
 matrixdesigngroup.com

PROJECT STATEMENT

Pueblo Dog Track Redevelopment REZONE

June 7, 2024



The redevelopment of the Pueblo Dog Track Site is approximately 18 ac and will be a mixed-use development with multi-family, hotel and commercial use. Located just southwest of the intersection of Pueblo Boulevard and Lake Avenue. The property is currently zoned I-2 which does not support the proposed use, so the R-6 zone is being proposed. The I-2 zone will remain both to the south and the west of the property and the existing light industrial uses shall remain. There are two properties adjacent to the north. One is a gas station and will remain I-2. The other is zoned B-3 and is currently classified as commercial use however the portion of that parcel adjacent to the Dog Track Site is vacant. To the east is a small mixed-use development that has a couple of hotels, fast food restaurants and small retail shops.

The applications being submitted to the City of Pueblo for consideration include:

- Rezone to R-6

Rezone Justification

The rezone request from I-2 to R-6 supports the 2022 Pueblo Regional Comprehensive Plan City of Pueblo Goals and Policies. The Plan's future land use map identifies the property as commercial mixed-use and is adjacent to an urban neighborhood use. Per to comprehensive plan, commercial mixed-use encourages multi-family residential with a density of 16 DU/AC or higher as well as a variety of commercial uses. The R-6 zone allows uses that better serve this goal than the current I-2, industrial district. The R-6 zoning, multi-family and commercial district provides opportunity for a mixed-use development desired in this area. This project best supports Goal 1 from the comprehensive plan as well as parts of Goal 3.

Goal: Diverse Lifestyle, Attainable Housing Options

Policy 1.1.2: Mix of Housing Types – The nearest apartment complexes are all over a mile from the proposed site. This will offer a smaller, higher density option to the southeast part of town.

This development is located just minutes from I-25 allowing residents to have quick access to lots of locations. It is also located within a commercial/industrial area allowing residents to live near my work.

Policy 1.1.7: High Density Housing – The conceptual site plan for this site is including a multi-family site just over 8.5 AC. It is anticipated that the density for that portion of this mixed-use development will be 15-30 DU/AC.

Policy 1.2.3: Vacant and Dilapidated Properties- The old dog track lot has been vacant for many years. This zone change will allow this property to be redeveloped. Making this part of town a safer and more desirable place to be.

Goal: Help Every Community Thrive

Policy 3.1.1: Coordinated School Planning- The Dog Track Redevelopment site is within School District 60 and in the next phases of this project coordination with the school district will be a part of the required process.

Policy 3.3.6: Active Living- The multifamily development will provide amenities to the residents of this community. Things like a small playground, a fitness room, dog park, etc. are being considered. The developer would also like to provide a connection to the future Lake Minnequa Trail that is anticipated to follow Palmer Ave and connect out to Lake Ave. at some point.

The requested Zone Change will have no detrimental impact to the environment, economy, public facilities, or general welfare of the area.

Review Criteria

Environmental

There are no significant natural features within the boundary of the property. The nearest public open space is Lake Minnequa Park and Open Space located just across Pueblo Blvd. northwest of the site. The conceptual site plan for the site provides 0.8 acres of Water Quality Detention Pond to treat storm runoff before releasing into the Salt Creek Tributary. Open space is also anticipated within the multi-family portion of the development. This will be a private open space and will provide various amenities to the residents.

Economic

The Pueblo Dog Track Redevelopment Track is a part of an Urban Renewal District. This can help support redevelopment, making it more affordable to develop the site. There have been conversations about creating a separate district for this parcel, however that is undetermined if that will move forward at this time. The proposed project will not cause any financial burden to the City of Pueblo. The developer will be responsible for construction of the proposed improvements shown on the site plan as well as required off-site construction of the roadway improvements, emergency access, and utility connections.

Traffic

It is anticipated that there will be three access points into this site. Two off Lake Avenue and they will align with South Gate Drive and Gateway Drive. The third will be to the north via Berkley Avenue. A Traffic Impact Study will be complete with the next stages of the project; however it is anticipated that some additional turn lanes, acceleration/deceleration lanes may be needed along Lake Ave.



EDWARD-JAMES SURVEYING, INC.

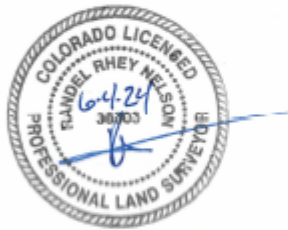
June 4, 2024

LEGAL DESCRIPTION

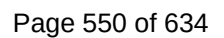
THE EAST 267 FEET OF LOTS 2, 3 AND 4, AND LOTS 5, 6 AND 7, BLOCK 2, LAKE GARDENS SECOND FILING, EXCEPT THAT PORTION CONVEYED TO THE DEPARTMENT OF HIGHWAYS. COUNTY OF PUEBLO, STATE OF COLORADO

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.



Andra Ahrens
Wastewater Director



1300 S. Queens Ave
Pueblo, CO 81001

Phone (719) 553-2892
Fax (719) 553-2957

City of Pueblo Wastewater Department

MEMORANDUM

TO: Bart Mikitowicz
FROM: Sonia Mondragon
DATE: July 22, 2024
SUBJECT: Z-24-14 3215 Lake Ave Rezone

This memo is intended to serve as the Wastewater Department's review of the referenced project submittal. Please forward to the applicant's representative.

Please provide the following information:

- A sanitary sewer flow comparison between the original zoning and the proposed zoning.

**COLORADO**
Department of Transportation

Region 2 Permits
5615 Wills Blvd, Suite A
Pueblo, CO 81008-2349

August 6, 2024

SH 45 / Lake Ave
City of Pueblo

Bart Mikitowicz, Senior Planner
City of Pueblo Planning and Development
211 E. D Street
Pueblo, CO 81003

RE: 3215 Lake Ave. - Dog Track Redevelopment | Concept plans, Rezone, 1st submittal

Dear Bart,

I am in receipt of a planning referral request for comments in regard to the proposed Pueblo Dog Track Redevelopment Site on approximately 18-acres and will be a mixed-use development with multi-family, hotel, fast food restaurants, retail and commercial uses. The location of the site is at the southwest quadrant of the intersection of Lake Ave and SH45 (Pueblo Blvd.) CDOT staff has the following comments:

Traffic

A Traffic Impact Study was not submitted with this packet. We will need the following to be submitted and reviewed by CDOT.

- A Traffic Impact Study is required to be submitted for this development to look at the following intersections.
 - SH45/Pueblo Blvd and Lake
 - SH45/Pueblo Blvd and Berkley
 - Lake Ave south at the proposed access points
 - Please coordinate with the following developments Circle K and the Quiktrips Fueling Station and Maverik Fueling Station.

Hydraulics

- The Drainage report is required to be submitted and reviewed by CDOT.

Access

This development impacts CDOT Access and CDOT infrastructure. My comment are as follows:

- Several CDOT Access Permit are required for this development due to the close proximity of the development and access being proposed to the State Highway System.
- There is a possibility for potential escrow collection for the future signal improvements at the Interchange of I25 at the intersection east and west with intersection improvements at Lake and SH45. Please provide a breakdown for the Fair Share Escrow Amount of the developments contributions to intersection improvements.



3215 Lake Ave – Dog Track Redevelopment
Highway 45 / Lake Ave.

August 6, 2024
Page 2

- Section 1.4(1) of the State Highway Access Code, states in part that no person, shall construct any access providing direct vehicular movement to or from any state highway from or to property in close proximity or abutting a state highway without an access permit issued by the designated issuing authority with the written approval of the Department.
- Under Section 2.6 (Change in Land Use and Access Use) of the State Highway Access Code, states the requirements of a new access permit. It states in part that if any significant changes are made or will be made in the use of the property which will affect access operation, traffic volume increases by 20% and or vehicle type, the permittee or property owner will coordinates with the local authority and the Department to determine if a new access permit and modifications to the access are required.

Additionally,

- On-premise and off-premise signing shall comply with the current Colorado Outdoor Advertising Act, sections 43-1-401 to 421, C.R.S., and all rules and regulations pertaining to outdoor advertising. Please contact Mr. Gabe Martinez at (719) 251-7830 for any questions regarding advertising devices.
- Any utility work within the state highway right of way will require a utility permit from the CDOT. Information for obtaining a utility permit can also be obtained by contacting Mr. Martinez.

Please contact me in Pueblo at (719) 546-5732 or by email arthur.gonzales@state.co.us with any questions.

Sincerely,


Arthur Gonzales
CDOT R2 - Access Manager

Xc: /file



August 21, 2024

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:

Z-24-14: 3215 Lake Ave (Dog Track), parcel #1514419014, approximately 18 acres generally located south of Pueblo Blvd and west of Lake Ave. Rezone from Light Industrial (I-2) Zone District to Multiple Residential and Commercial (R-6) Zone District. Staff Report by Bart Mikitowicz, Senior Planner.

The Planning and Zoning Commission meeting will be held on September 11, 2024, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO. 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 **Bart Mikitowicz**, Sr. Planner
(719) 553-2259

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Scott Hobson, Acting Director
Planning & Community Development
By **Bart Mikitowicz**, Sr. Planner
(719) 553-2259

CASE NUMBER: Z-24-14

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 3215 Lake 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.

August 21, 2024
(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 3215 Lake Ave. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

August 21, 2024
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Caputo

Owner	OwnerStreet	OwnerCity	OwnerState	OwnerZip
IIP-CO 2 LLC	11440 W BERNARDO CT STE	SAN DIEGO	CA	92127-1642
PROVINCE INVESTMENTS RLLP	116 COTTAGE LAKE RD	SEARCY	AR	72143-4555
3217 LAKE AVENUE, LLC	1191 W NEWPORT CENTER	DEERFIELD	FL	33442-7732
COPPER SPUR PROPERTIES LLC	12650 W 64TH AVE STE E42	ARVADA	CO	80004-3887
K K S HOTEL INC	14232 S JEMMA DR	BLUFFDALE	UT	84065-3903
MCRT3 PUEBLO LLC + ATTN TYLER	1503 LBJ FREEWAY STE 300	DALLAS	TX	75234-6011
BROHARSIC PROPERTIES LLC	3426 LAKE AVE STE 120	PUEBLO	CO	81004-3878
CLARABELLE LLC	4220 HEMLOCK RD	COLORADO	CO	80917-2023
SPP C + G INVESTMENT TRUST + ATTN: RICHARD SPRESSER	8400 E PRENTICE AVE STE 40	GREENWOOD	CO	80111-2916
PUEBLO CALF ROPING CLUB + C/O BRENT WHITSITT	8590 PINE DR	BEULAH	CO	81023-9771
C C P INVESTMENTS I LLC + PROPERTY TAX DEPT. CIRCLE K	PO BOX 52085 DC-17	PHOENIX	AZ	85072-2085
PUBLIC SERVICE CO OF COLORADO + C/O PROPERTY AND LOCAL	PO BOX 840	DENVER	CO	80201-0840



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE AMENDING ZONING RESTRICTIONS OF THE BELMONT PLACE, PLANNED UNIT DEVELOPMENT TO A COMBINATION OF THREE ZONE DISTRICTS: B-3, HIGHWAY AND ARTERIAL BUSINESS ZONE DISTRICT, R-2, SINGLE FAMILY RESIDENTIAL ZONE DISTRICT AND R-5, MULTIPLE-RESIDENTIAL AND OFFICE ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone the current 114-acre Belmont Place, Planned Unit Development to a combination of three zone districts: B-3, 19.77-acres, R-2, 38.21-acres, and R-5, 55.29-acres to allow for commercial, commercial mixed use, and residential development.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting to subdivide (S-22-07) 113-acres into six (6) commercial lots in two (2) blocks and create four (4) parcels reserved for future development. The proposed subdivision covers all of the Belmont Place, Planned Unit Development.

BACKGROUND:

The subject site is currently unimproved and is located east of Troy Avenue and south of Cesar Chavez Boulevard (SH 47). The area was annexed into the City in 1972 and is identified as an Urban Neighborhood by the Pueblo Comprehensive Plan. The property is currently zoned in the Belmont Place PUD which serves as the master plan for development as requirement by the Comprehensive Plan. This rezoning request would change northwestern portion of the property (Parcel 1 of the Rezone Exhibit) to a B-3, Highway and Arterial Business District, which will allow commercial development in the six large lots that are planned in the Belmont Place, Filing No. 1 Subdivision. The R-2 zoning (Parcels 2 and 4 on the Rezone Exhibit) is proposed to be subdivided in Filing No. 1 as a non-buildable Parcels A and C in the Belmont Place, Filing No. 1

Subdivision. The proposed R-2 zoning is located south of the B-3 Zone District along the western boundary of the development site. The R-5 zoning (Parcel 3 of the Rezone Exhibit) is in the eastern and central portion of the development site and is proposed to be subdivided as non-buildable Parcel B in Belmont Place, Filing No. 1 Subdivision. The proposed zoning for the property closely mirrors the Land Use Map approved in the Amended PUD Development Guide, approved through Ordinance 9973 in 2021. The proposed rezoning, like the current PUD, includes provisions to allow commercial, multifamily residential, single-family residential and park development. The applicant wishes to rezone the property to the City's standard zone districts and begin commercial development at the far northwest section of the property, where Nottingham Drive is planned to extend east and south through the proposed development. The remaining southern portion of the property will be rezoned to R-2, Single Family Residential, and R-5, Multiple Residential and Office, which is proposed to be subdivided as non-buildable parcels in the Belmont Place, Filing No. 1 Subdivision and will require future re-subdivision prior to development.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their February 14, 2024 Regular Meeting, voted 5-0 to recommend approval, Commissioners Martinez and Spinuzzi 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-23-12 Belmont Place Rezoning Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS OF THE BELMONT PLACE, PLANNED UNIT DEVELOPMENT TO A COMBINATION OF THREE ZONE DISTRICTS: B-3, HIGHWAY AND ARTERIAL BUSINESS ZONE DISTRICT, R-2, SINGLE FAMILY RESIDENTIAL ZONE DISTRICT AND R-5, MULTIPLE-RESIDENTIAL AND OFFICE 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 R-4, Mixed Residential Zone District to RCN, Residential Charter Neighborhood Zone District:

PARCEL 1

A parcel of land located within a portion of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 21, Township 20 South, Range 64 West of the Sixth Principal Meridian, being more particularly described as follows:

BEGINNING at a point on the west line of the said W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 21; from which the W $\frac{1}{4}$ of said Section 21 bears S01°36'54"E (bearings based on the west line of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of said Section 21, monumented at each end with a 3 $\frac{1}{2}$ " aluminum monument P.L.S. No. 6128), a distance of 565.28 feet; thence N01°36'54"W along said west line of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 21, a distance of 821.88 feet to a point on the southwesterly right-of-way line of Colorado State Highway No. 47; thence along said southwesterly right-of-way line, the following two (2) courses:

1.) S66°05'46"E, a distance of 1063.15 feet;

2.) S61°38'17"E, a distance of 164.94 feet;

thence S28°22'16"W, a distance of 65.94 feet; thence S07°37'25"E, a distance of 307.45 feet; thence S19°45'44"W, a distance of 243.07 feet; thence S67°57'28"W, a distance of 152.32 feet; thence along the arc of a curve to the left having a central angle of 04°36'10" and a radius of 460.00 feet, a distance of 39.95 feet; thence S63°15'26"W, a distance of 108.06 feet; thence N65°25'56"W, a distance of 844.76 feet to a point on the said west line of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 21 and the **POINT OF BEGINNING**.

Said **P ARCEL 1** contains 19.611 acres, more or less (854,260 s.f., more or less).

PARCEL 2

A parcel of land located within a portion of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ and within a portion of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 21, Township 20 South, Range 64 West of the Sixth Principal Meridian, being more particularly described as follows:

BEGINNING at the W $\frac{1}{4}$ corner of said Section 21; thence N01°36'54"W (bearings based on the west line of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of said Section 21, monumented at each end with a 3 $\frac{1}{2}$ " aluminum monument P.L.S. No. 6128), along said west line of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 21, a distance of 565.28 feet; thence S65°25'56"E, a distance of 844.76 feet; thence N63°15'26"E, a distance of 108.06 feet; thence along the arc of a curve to the right having a central angle of 04°36'10" and a radius of 460.00 feet, a distance of 36.995 feet; thence N67°57'28"E, a distance of 40.00 feet; thence along the curve to the right having a central angle of 83°53'17" and a radius of 500.00 feet, a distance of 732.06 feet; thence S61°50'45"W, a distance of 33.24 feet; thence along the arc of a curve to the left, having a central angle of 42°48'18" and a radius of 500.00 feet, a distance of 373.55 feet; thence N70°57'34"W, a distance of 40.00 feet; thence along the arc of a curve to the left, having a central angle of 07°27'21" and a radius of 540.00 feet, a distance of 70.27 feet; thence S11°35'06"W, a distance of 27.90 feet; thence N78°24'54"W, a distance of 49.87 feet; thence N40°20'37"W, a distance of 228.58 feet; thence S87°46'46"W, a distance of 132.61 feet to a point on the said west line of the

W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 21; thence N01°36'29"W, along said west line of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 21, a distance of 581.23 feet to the **POINT OF BEGINNING**.

Said **P ARCEL 2** contains 18.239 acres, more or less (794,507 s.f., more or less).

PARCEL 3

A parcel of land located within a portion of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ and within a portion of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 21, Township 20 South, Range 64 West of the Sixth Principal Meridian, being more particularly described as follows:

BEGINNING at a point on the west line of the said W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 21 from which the W $\frac{1}{4}$ corner of said Section 21 bears N01°36'29"W (bearings based on the west line of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of said Section 21, monumented at each end with a 3 $\frac{1}{2}$ " aluminum monument P.L.S. No. 6128), a distance of 581.23 feet; thence N87°46'46"E, a distance of 132.61 feet; thence S40°20'37"E, a distance of 228.58 feet; thence S78°24'54"E, a distance of 49.87 feet; thence N11°35'06"E, a distance of 27.90 feet; thence along the curve to the right having a central angle of 07°27'21" and a radius of 540.00 feet, a distance of 70.27 feet; thence S70°57'34"E, a distance of 40.00 feet; thence along the arc of a curve to the right, having a central angle of 42°48'18" and a radius of 500.00 feet, a distance of 373.55 feet; thence N61°50'45"E, a distance of 33.24 feet; thence along the arc of a curve to the left, having a central angle of 83°53'17" and a radius of 500.00 feet, a distance of 732.06 feet; thence N67°57'28"E, a distance of 112.32 feet; thence N19°45'44"E, a distance of 243.07 feet; thence N07°37'25"W, a distance of 307.45 feet; thence N28°22'16"E, a distance of 65.94 feet to a point on the southwesterly right-of-way line of Colorado State Highway No. 47; thence S61°38'17"E, along said southwesterly right-of-way line, a distance of 263.95 feet to a point of the east line of the said W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 21; thence S 01°34'59"E, along said east line of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 21, a distance of 732.54 feet to the NE corner of the said W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 21; thence S01°33'17"E, along said east line of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 21, a distance of 2425.61 feet ; thence S88°57'11"W, a distance of 954.86 feet; thence N01°02'49"W, a distance of 179.56 feet; thence along the arc of a curve to the right, having a central angle of 20°45'30" and a radius of 500.00 feet, a distance of 181.15 feet; thence N 19°42'42"E, a distance of 214.85 feet; thence along the arc of a curve to the left, having a central angle of 43°35'09" and a radius of 500.00 feet, a distance of 380.36 feet; thence N 23°52'27"W, a distance of 489.79 feet; thence S88°57'11"W, a distance of 298.89 feet to a point on the said west line of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 21; thence N01°36'29"W, along said west line of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 21, a distance of 1588.52 feet to the **POINT OF BEGINNING**.

Said **P ARCEL 3** contains 55.442 acres, more or less (2,415,047 s.f., more or less).

PARCEL 4

A parcel of land located within a portion of the W 1/2 of the SW 1/4 of Section 21, Township 20 South, Range 64 West of the Sixth Principal Meridian, being more particularly described as follows:

BEGINNING at the SW corner of said Section 21; thence N01°36'29"W (bearings based on the west line of the W 1/2 of the SW 1/4 of said Section 21, monumented at each end with a 3 1/2" aluminum monument P.L.S. No. 6128), along said west line of the W 1/2 of the SW 1/4 of Section 21, a distance of 1588.52 feet; thence N88°57'11"E, a distance of 298.89 feet; thence S23°52'27"E, a distance of 489.79 feet; thence along the arc of a curve to the right having a central angle of 43°35'09" and a radius of 500.00 feet, a distance of 380.36 feet; thence S 19°42'42"W, a distance of 214.85 feet; thence along the arc of a curve to the left, having a central angle of 20°45'30" and a radius of 500.00 feet, a distance of 181.15 feet; thence S 01°02'49"E, a distance of 179.56 feet; thence N88°57'11"E, a distance of 954.86 feet; thence S 01°33'17"E, a distance of 210.18 feet to the SE corner of the said W 1/2 of the SW 14 of Section 21; thence S 89°02'27"W, along the south line of the said W 1/2 of the SW 14 of Section 21, a distance of 1328.17 feet to the said SW corner of Section 21 and the **POINT OF BEGINNING**.

Said **P ARCEL 4** contains 19.968 acres, more or less (869,824 s.f., 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 October 15, 2024.

Final adoption of Ordinance by City Council on October 28, 2024.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

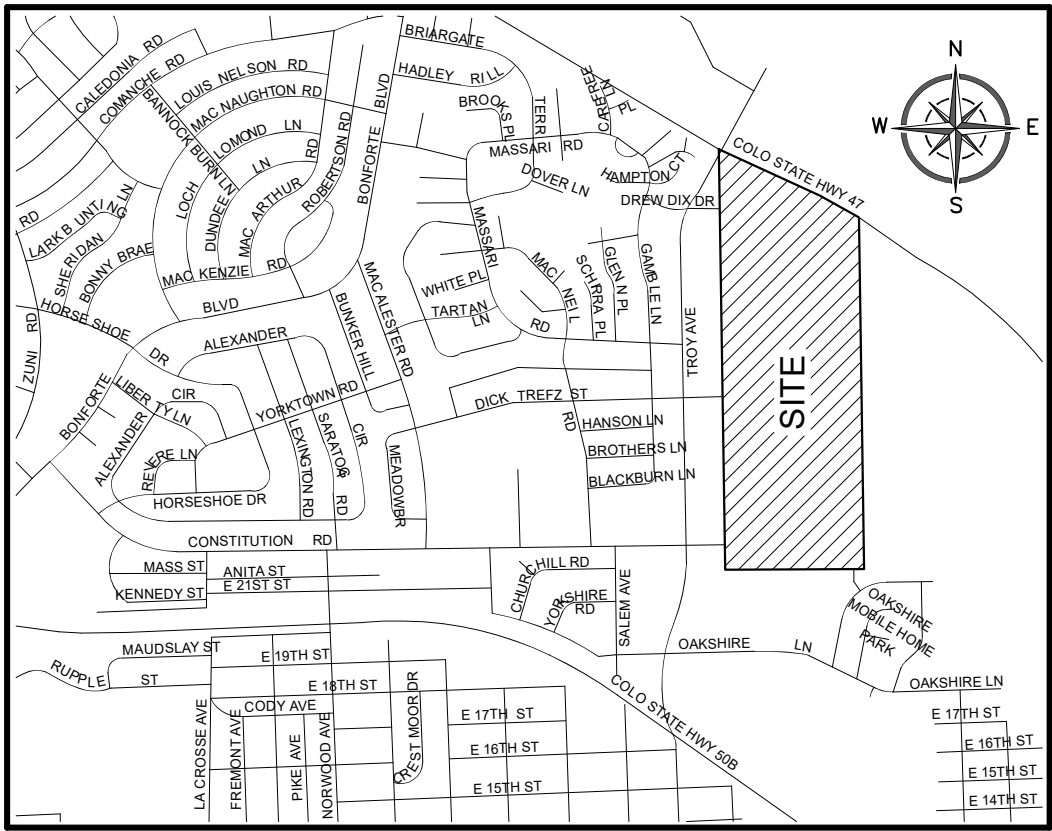
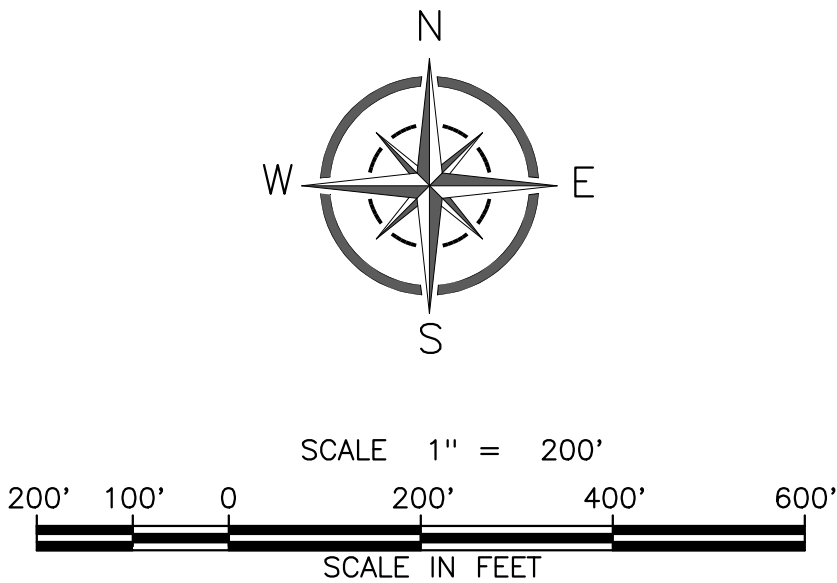
President of City Council

ATTEST

City Clerk

REZONE EXHIBIT

THE W 1/2 OF THE SW 1/4, AND A PORTION OF THE W 1/2 OF THE NW 1/4 OF SECTION 21,
TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.



VICINITY MAP

PARCEL 1

A parcel of land located within a portion of the W ½ of the NW ¼ of Section 21, Township 20 South, Range 64 West of the Sixth Principal Meridian, being more particularly described as follows:

BEGINNING at a point on the west line of the said W ½ of the NW ¼ of Section 21; from which the W ¼ of said Section 21 bears S01°36'54"E (bearings based on the west line of the W ½ of the SW ¼ of said Section 21, monumented at each end with a 3 ½" aluminum monument P.L.S. No. 6128), a distance of 565.28 feet; thence N01°36'54"W along said west line of the W ½ of the NW ¼ of Section 21, a distance of 821.88 feet to a point on the southwesterly right-of-way line of Colorado State Highway No. 47; thence along said southwesterly right-of-way line, the following two (2) courses:

- S66°05'46"E, a distance of 1063.15 feet;
- S61°38'17"E, a distance of 164.94 feet;

thence S28°22'16"W, a distance of 65.94 feet; thence S07°37'25"E, a distance of 307.45 feet; thence S19°45'44"W, a distance of 243.07 feet; thence S67°57'28"W, a distance of 152.32 feet; thence along the arc of a curve to the left having a central angle of 04°36'10" and a radius of 460.00 feet, a distance of 39.95 feet; thence S63°15'26"W, a distance of 108.06 feet; thence N65°25'56"W, a distance of 844.76 feet to a point on the said west line of the W ½ of the NW ¼ of Section 21 and the **POINT OF BEGINNING**.

Said **PARCEL 1** contains 19.611 acres, more or less (854,260 s.f., more or less).

PARCEL 2

A parcel of land located within a portion of the W ½ of the NW ¼ and within a portion of the W ½ of the SW 1/4 of Section 21, Township 20 South, Range 64 West of the Sixth Principal Meridian, being more particularly described as follows:

BEGINNING at the W ¼ corner of said Section 21; thence N01°36'54"W (bearings based on the west line of the W ½ of the SW ¼ of said Section 21, monumented at each end with a 3 ½" aluminum monument P.L.S. No. 6128), along said west line of the W ½ of the NW ¼ of Section 21, a distance of 565.28 feet; thence S65°25'56"E, a distance of 844.76 feet; thence N63°15'26"E, a distance of 108.06 feet; thence along the arc of a curve to the right having a central angle of 04°36'10" and a radius of 460.00 feet, a distance of 36.995 feet; thence N67°57'28"E, a distance of 40.00 feet; thence along the curve to the right having a central angle of 83°53'17" and a radius of 500.00 feet, a distance of 732.06 feet; thence S61°50'45"W, a distance of 33.24 feet; thence along the arc of a curve to the left, having a central angle of 42°48'18" and a radius of 500.00 feet, a distance of 373.55 feet; thence N70°57'34"W, a distance of 40.00 feet; thence along the arc of a curve to the left, having a central angle of 07°27'21" and a radius of 540.00 feet, a distance of 70.27 feet; thence S11°35'06"W, a distance of 27.90 feet; thence N78°24'54"W, a distance of 49.87 feet; thence N40°20'37"W, a distance of 228.58 feet; thence S87°46'46"W, a distance of 132.61 feet to a point on the said west line of the W ½ of the SW ¼ of Section 21; thence N01°36'29"W, along said west line of the W ½ of the SW ¼ of Section 21, a distance of 581.23 feet to the **POINT OF BEGINNING**.

Said **PARCEL 2** contains 18.239 acres, more or less (794,507 s.f., more or less).

PARCEL 3

A parcel of land located within a portion of the W ½ of the NW ¼ and within a portion of the W ½ of the SW 1/4 of Section 21, Township 20 South, Range 64 West of the Sixth Principal Meridian, being more particularly described as follows:

BEGINNING at a point on the west line of the said W ½ of the SW ¼ of Section 21 from which the W ¼ corner of said Section 21 bears N01°36'29"W (bearings based on the west line of the W ½ of the SW ¼ of said Section 21, monumented at each end with a 3 ½" aluminum monument P.L.S. No. 6128), a distance of 581.23 feet; thence N87°46'46"E, a distance of 132.61 feet; thence S40°20'37"E, a distance of 228.58 feet; thence S78°24'54"E, a distance of 49.87 feet; thence N11°35'06"E, a distance of 27.90 feet; thence along the curve to the right having a central angle of 07°27'21" and a radius of 540.00 feet, a distance of 70.27 feet; thence S70°57'34"E, a distance of 40.00 feet; thence along the arc of a curve to the right, having a central angle of 42°48'18" and a radius of 500.00 feet, a distance of 373.55 feet; thence N61°50'45"E, a distance of 33.24 feet; thence along the arc of a curve to the left, having a central angle of 83°53'17" and a radius of 500.00 feet, a distance of 732.06 feet; thence N67°57'28"E, a distance of 112.32 feet; thence N19°45'44"E, a distance of 243.07 feet; thence N07°37'25"W, a distance of 307.45 feet; thence N28°22'16"E, a distance of 65.94 feet to a point on the southwesterly right-of-way line of Colorado State Highway No. 47; thence S01°34'59"E, along said southwesterly right-of-way line, a distance of 263.95 feet to a point of the east line of the said W ½ of the NW ¼ of Section 21; thence S01°34'59"E, along said east line of the W ½ of the NW ¼ of Section 21, a distance of 732.54 feet to the NE corner of the said W ½ of the NW ¼ of Section 21; thence S01°33'17"E, along said east line of the W ½ of the SW ¼ of Section 21, a distance of 2425.61 feet; thence S88°57'11"W, a distance of 954.86 feet; thence N01°02'49"W, a distance of 179.56 feet; thence along the arc of a curve to the right, having a central angle of 20°45'30" and a radius of 500.00 feet, a distance of 181.15 feet; thence N19°42'42"E, a distance of 214.85 feet; thence along the arc of a curve to the left, having a central angle of 43°35'09" and a radius of 500.00 feet, a distance of 380.36 feet; thence N23°52'27"W, a distance of 489.79 feet; thence S88°57'11"W, a distance of 298.89 feet to a point on the said west line of the W ½ of the SW ¼ of Section 21; thence N01°36'29"W, along said west line of the W ½ of the SW ¼ of Section 21, a distance of 1588.52 feet to the **POINT OF BEGINNING**.

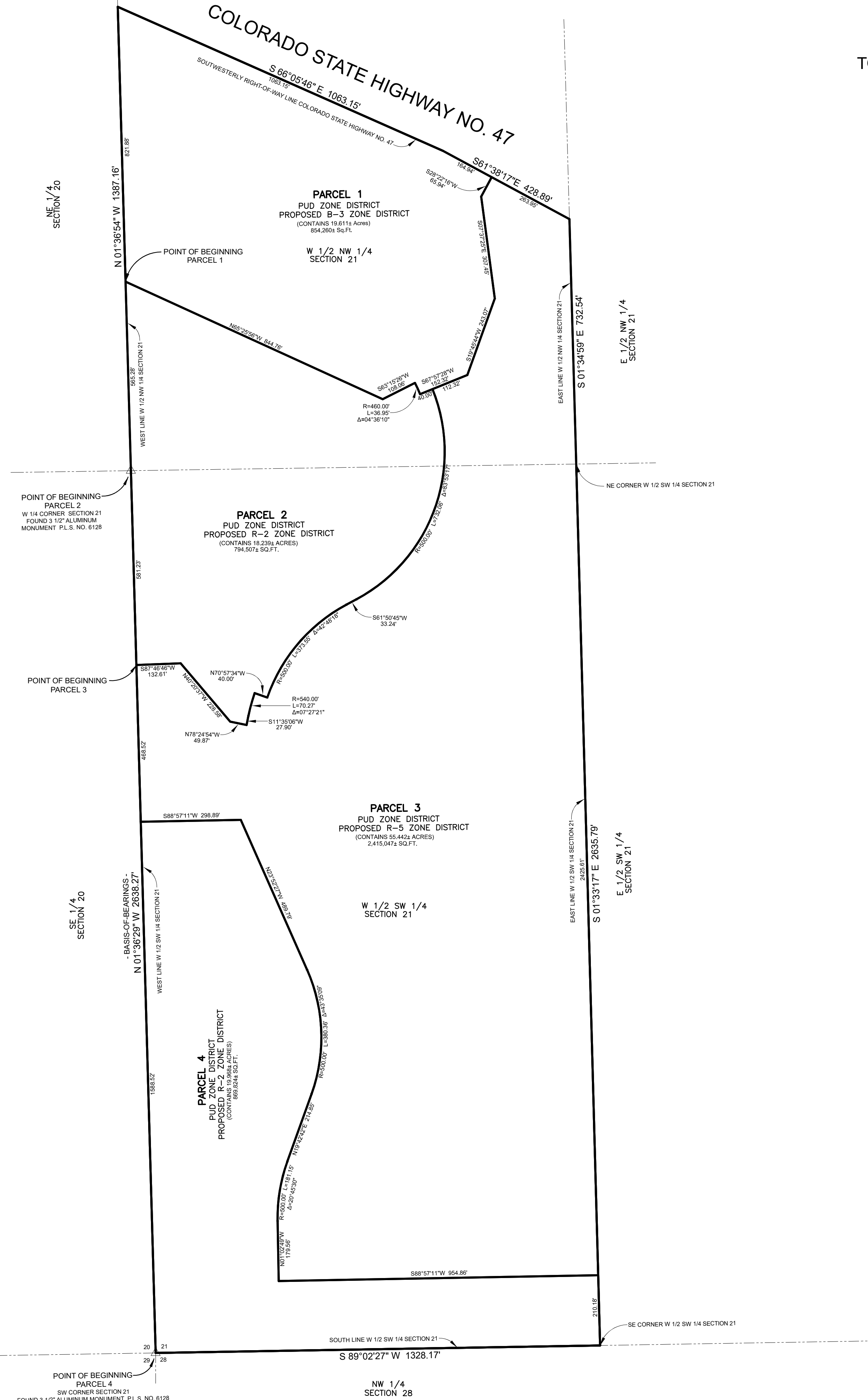
Said **PARCEL 3** contains 55.442 acres, more or less (2,415,047 s.f., more or less).

PARCEL 4

A parcel of land located within a portion of the W 1/2 of the SW 1/4 of Section 21, Township 20 South, Range 64 West of the Sixth Principal Meridian, being more particularly described as follows:

BEGINNING at the SW corner of said Section 21; thence N01°36'29"W (bearings based on the west line of the W ½ of the SW ¼ of said Section 21, monumented at each end with a 3 ½" aluminum monument P.L.S. No. 6128), along said west line of the W ½ of the SW ¼ of Section 21, a distance of 1588.52 feet; thence N88°57'11"E, a distance of 298.89 feet; thence S23°52'27"E, a distance of 489.79 feet; thence along the arc of a curve to the right having a central angle of 43°35'09" and a radius of 500.00 feet, a distance of 380.36 feet; thence S19°42'42"W, a distance of 214.85 feet; thence along the arc of a curve to the left, having a central angle of 20°45'30" and a radius of 500.00 feet, a distance of 181.15 feet; thence S01°02'49"E, a distance of 179.56 feet; thence N88°57'11"E, a distance of 954.86 feet; thence S01°33'17"E, a distance of 210.18 feet to the SE corner of the said W ½ of the SW 1/4 of Section 21; thence S89°02'27"W, along the south line of the said W ½ of the SW 1/4 of Section 21, a distance of 1328.17 feet to the said SW corner of Section 21 and the **POINT OF BEGINNING**.

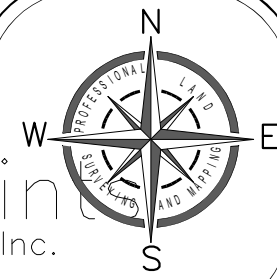
Said **PARCEL 4** contains 19.968 acres, more or less (869,824 s.f., more or less).



NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:

SHEET: 2 OF 5	PROJECT: GAGLIANO ENGINEERING/BHUI
DATE: 10-11-2023	DESCRIPTION: REZONING MAP
SCALE: 1" = 200'	FIELD:
	DRAWN: RMS
	CHECKED: RGR
	JOB NUMBER: 2019-548
	FILE NAME: 2019-548 REZONING MAP
	REF: JOB NO.

Cardinal Point
Surveying Inc.

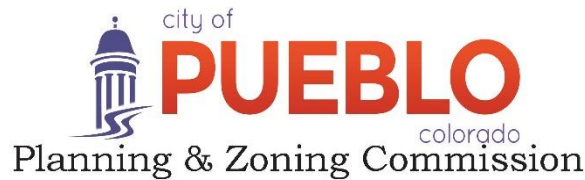


4601 Eagleridge Place, Suite 110
Pueblo, Colorado 81008
(719) 253-0874 (719) 253-0878 Fax

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, February 14, 2024, 2024 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:35 p.m. with Commissioner Castellucci presiding.

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

Commissioners Absent: Cheryl Spinuzzi, Sarah Martinez

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development, Wade Broadhead, Senior Planner, Joe Martellaro, Engineer Public Works Department, Cindy Capritta, Land Use Tech.

Staff Members Absent: Beritt Odom, Principal Planner

Approval of the Agenda: Bailey motioned to move item Z-23-10, S-23-07, S-22-07 to the March 13, 2024, meeting and approve the agenda as amended. seconded by Aznar.

Motion Passed: 5-0

Public Hearing:

2. Z-23-12 Belmont Place Rezoning: Rezoning 113 acres from PUD to B-3 Highway and Arterial Business, R-2 Single Family Residential and R-5 Multiple Residential and Office District. Staff report by Wade Broadhead.

Hearing: Applicant Zach Thatcher was sworn in and spoke in favor of the application. No one spoke in opposition.

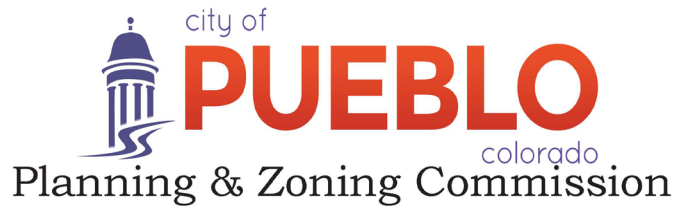
Commission Action: Bailey moved to recommend the application be referred to the City Council, seconded by Avalos.

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-23-12

TO: City of Pueblo, Planning and Zoning Commission

FROM: Wade Broadhead, Sr. Planner

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

DATE: February 14, 2024

SUBJECT: Belmont Place Rezoning

APPLICANT: BHUVI Belmont Place LLC
Joe Gagliano, Gagliano Engineering, Inc.

PROPERTY OWNER: BHUVI Belmont Place LLC

LOCATION: South of SH 47, North of Constitution Rd., East of Troy Avenue.

EXISTING ZONE: Belmont Place, Planned Unit Development

PROPOSED ZONE: R-2, R-5, and B-3

CONCURRENT REQUESTS: Belmont Place Subdivision, S-22-07

REQUEST:

The applicant is requesting to rezone the current 114-acre Belmont Place Planned Unit Development to a combination of three zone districts: B-3, 19.77 acres; R-5, 55.29 acres; R-2, 38.21 acres to allow for commercial, commercial mixed use, and residential development.

STAFF REVIEW AND BACKGROUND:

The subject site is currently unimproved and is located east of Troy Avenue and south of Cesar Chavez Blvd. (SH 47). The area was annexed into the City in 1972 and is identified as a Urban Neighborhood by the Pueblo Comprehensive Plan. In 2002, the Planning and Zoning Commission approved the University Village South Master Development Plan (MP-02-3) that included this property. At that time, commercial, single-family, multi-family residential and mobile home uses were proposed. The site was zoned PUD in 2006, the Belmont Place PUD currently serves as the master plan for development as requirement by the Comprehensive Plan. The Belmont Place PUD guide was amended in 2021 (Ord. 9973) including an updated Land Use Summary, which designates C-1 Commercial along the northwest corner of the property, MFN-1 Mixed Multi Family residential housing in the middle of the property and SFG-1 single family residential located in the northwest and southern portion of the property.

The proposed zoning for the property closely mirrors the Land Use Map approved in the 2021 PUD Development Guide. The original PUD and the proposed rezoning include provisions to allow commercial, multifamily residential, single-family residential and park development. The applicant wishes to rezone the property to the City's standard zone districts and begin commercial development at the far northwest section of

the property, where Nottingham Drive is planned to extend east and south through the proposed development. The remaining southern portion of the property will be rezoned to R-2, Single Family Residential, and R-5, Multiple Residential and Office, which will be subdivided as non-buildable parcels in the Belmont Place, Filing No. 1 Subdivision and will require future re-subdivision prior to development. Similar to the current rezoning request, the Belmont Place PUD dedicated the northern portion of the development site for commercial uses, higher density residential within the central portion and along the eastern boundary of the site, and single family residential along the western boundary of the site, just south of the commercial area.

The northwestern portion of the property (Parcel 1 of the Rezone Exhibit) is proposed to be rezoned B-3, Highway and Arterial Business District, which will allow commercial development in the six large lots that are planned in the Belmont Place, Filing No. 1 Subdivision. The R-2 zoning (Parcels 2 and 4 on the Rezone Exhibit) will be subdivided in Filing No. 1 as a non-buildable Parcels A and C in the Belmont Place, Filing No. 1 Subdivision. The R-2 zoning is located south of the B-3 Zone District along the western boundary of the development site. The R-5 zoning (Parcel 3 of the Rezone Exhibit) is located in the eastern and central portion of the development site and will be subdivided as non-buildable Parcel B in Belmont Place, Filing No. 1 Subdivision.

Evaluation of the proposed Zone Districts

1. B-3 (Parcel 1 on the Rezoning Exhibit): Contains 19.6 acres and is located directly east of an existing B-4 Zone District, which is developed with self-storage units and a Loaf n' Jug convenience store. Ceaser Chavez Blvd. (SH 47) is located north of the proposed B-3 Zone District providing a high degree of visibility for the proposed commercial development site. Multifamily uses are allowed as Use by Review in the B-3 Zone District.
2. R-5 (Parcel 3 on the Rezoning Exhibit): Contains 55.44 acres and is tentatively planned to be developed with approximately 87-102 townhomes and multifamily structures as shown on the preliminary build out site plan (attached). The proposed townhomes will be located east of Nottingham Drive backing up to the large arroyo and future greenspace. The multifamily zoning allows for townhomes to occupy the narrow area of developable land between Nottingham and the arroyo, an area that would be poorly suited for large lot, traditional single-family development. The R-5 zoning is located in the non-buildable parcels intended for future development.
3. R-2 (Parcels 2 and 4 on the Rezoning Exhibit): Contains 38.21 acres designated as R-2 are tentatively planned to be subdivided for approximately 91 single family homes. The preliminary site plan indicates that single family homes will be constructed adjacent to the southern boundary of the commercial B-3 development area and along the western boundary of the development site, adjacent to an existing mobile home park. Pueblo's commercial landscape code requires future commercial development to provide a landscape buffer between commercial and residential development. The buffer consists of a 10-foot landscape area and a minimum 6-foot-tall opaque fence, mitigating noise and glare associated with commercial development. Furthermore, there is a twenty-foot drainage and utility easement at the rear of the proposed commercial lots, providing an extra setback of building and use separation between future homes and commercial uses.

CHARACTER AND COMPATIBILITY

Site Character: The site is characterized by unimproved prairie and a large arroyo and located to the east of an established mobile home park, a 97-unit apartment complex, a mini storage development, and convenience store.

R-2 District Regulations: Lot Area
Single-Family: 5,000 sq. ft.

Minimum
Lot Width: 50-feet
Max Building
Height: 35-ft.

B-3, District Regulations Lot Area
Single-Family: 5,000 sq. ft.

Minimum
Lot Width: 50-feet

Max Building
Height: 50-ft.

R-5, District Regulations Lot Area
Single-Family: 3-4,000 sq. ft.* based on number of units

Minimum
Lot Width: 50-feet

Max Building
Height: Unlimited, Sec. 17-4-6 for info over 35'

Neighborhood Compatibility: North S-1 and B-4, Hwy 50 Bypass and unimproved commercial land.
East R-2 and County A-1, Unimproved land
South R-4 and R-2, unimproved R-4 and Oakshire Hills single-family home subdivision.
West • B-4, self-storage units
• R-4, multifamily residential and unimproved land
R-7, mobile home park

Comprehensive Plan: The rezoning area is designated as Urban Neighborhood by the “Pueblo Regional Comprehensive Plan, 2022.” According to the Comprehensive Plan, Urban Neighborhoods are predominantly single-family detached and attached homes, duplexes and townhomes. The Urban Neighborhood category also states that “neighborhood-scale commercial retail and services” are supporting uses. The residential density can be between six to sixteen units per acre. 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.). The recommended density for Urban Neighborhoods is six to fifteen units per acre. The preliminary site plan for the Belmont Place Development shows densities of 1.5 and 2.4 units per acre, well below those allowed by the Comprehensive Plan.

RECOMMENDED ACTION:

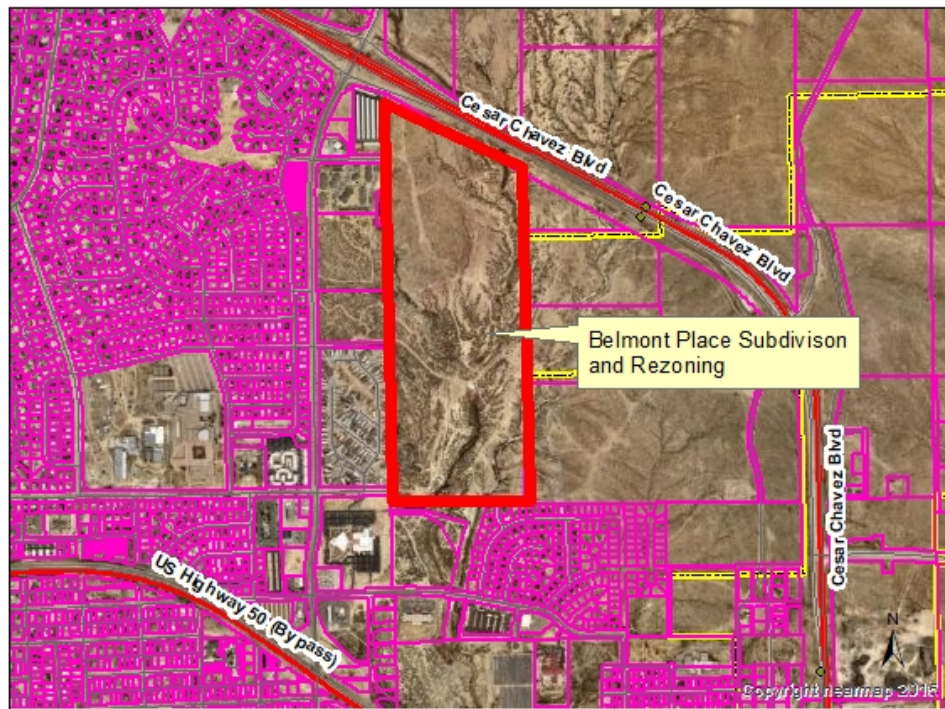
If the Planning and Zoning Commission finds the rezoning request furthers the goals and objectives of the Comprehensive Plan, a recommendation of approval to City Council is appropriate with the following condition:

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

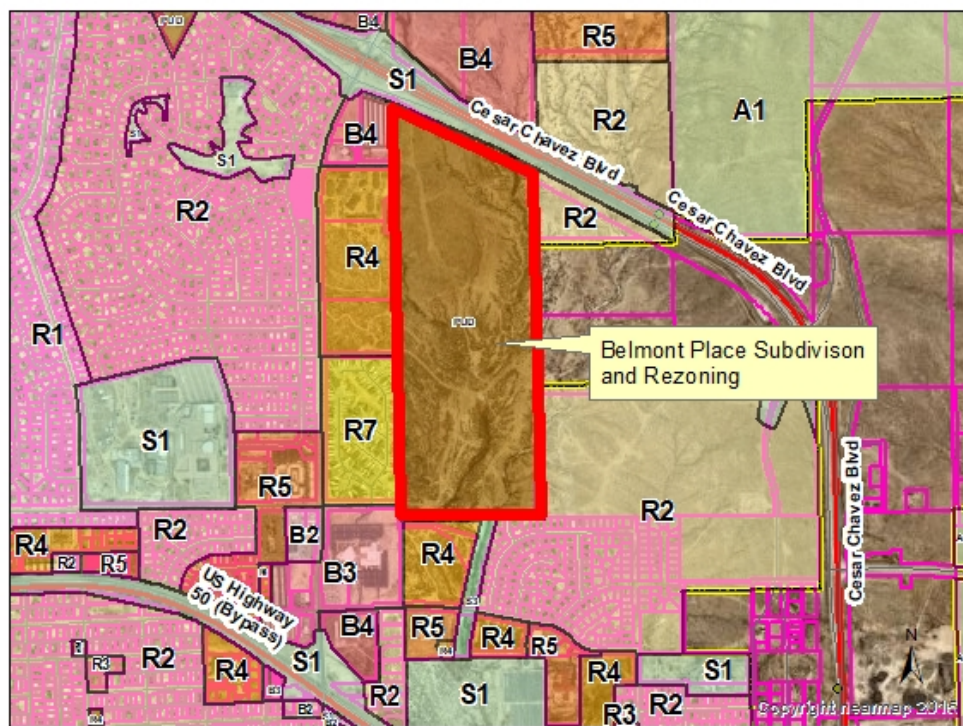
ATTACHMENTS:

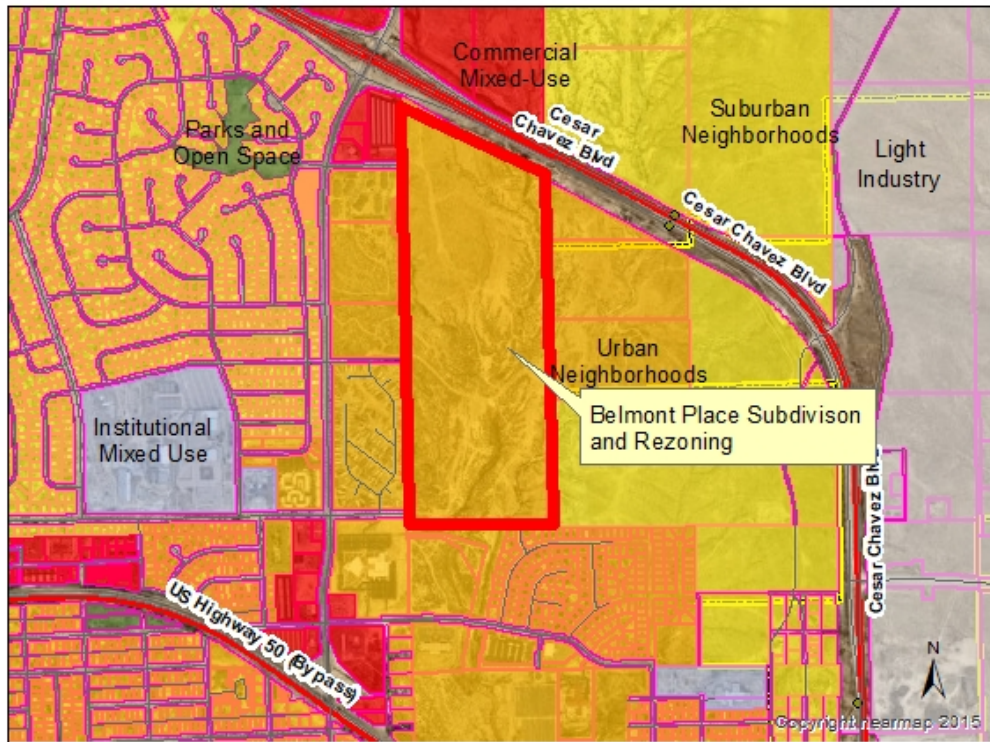
- A. **Aerial Photograph**
- B. **Zoning Map**
- C. **Comprehensive Plan Map**
- D. **Site Photographs**
- E. **Application and Zoning Exhibit**



Aerial Map

Zoning Map





Comprehensive Plan Map



Public Notice



Belmont Place PUD looking east from Dick Trefz St.



Belmont Place PUD looking north from Dick Trefz St.

10/17/23, 8:51 AM

PZ-23-55

 City of Pueblo PLACE

10/17/2023

PZ-23-55
Planning & Zoning Commission
Applications
Status: Active
Submitted On: 10/11/2023

Primary Location
0 400000172
PUEBLO, CO 81002
Owner
BHUVI BELMONT PLACE LLC
44330 MERCURE CIR STE 1005 DULLES, VA
20166-2086

Applicant
 Zach Thatcher
 719-547-7073
 zthatcher@6-delta.com
 1740 Eagleridge Blvd
Pueblo, Colorado 81008

Hearing Information (Office Use Only)

 Number of cases	 Address Validation by GIS? 
1	☐

Planner Assigned	Case 1 - Number
—	Z-23-12

P&Z

P&Z Hearing Date	Case 1 - P&Z Hearing Results
11/08/2023	—

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

Engineer, if applicable

Name	Company
Joseph V Gagliano	Gagliano Engineering

10/17/23, 8:51 AM

PZ-23-55

Address

1740 Eagleridge Blvd

Zip

81008

Phone Number

719-547-7073

Email

jvg@incasys.com

Surveyor, if applicable

Name

Randy Reeves

Company

Cardinal Points

Address

Zip

Phone Number

Email

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 ⓘ

☐

PUD Development Guide Amendment ⓘ

☐

Rearrangement of Property Boundaries (Lot Line Rearrangement) ⓘ

☐

Rezoning (Zoning Map Amendment) ⓘ

☒

Site Plan Review ⓘ

☐

Special Area Plan (SAP) ⓘ

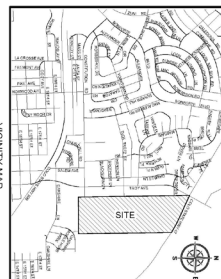
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Special Use Permit ⓘ

☐



REZONE EXHIBIT

[illegible]

Said PARCEL 1 contains 19.611 acres, more or less (354,260 s.f., more or less,

described as fol-

DISCUSSION.—A total of 10 species of *Streplococcus* and 10 species of *Micrococcus* were isolated from the water used for the W. of the SW of December 2001. The *Streplococcus* species were *S. agalactiae* (100%), *S. pneumoniae* (100%), *S. pyogenes* (100%), *S. dysgalactiae* (100%), *S. flexus* (100%), *S. faecalis* (100%), *S. salivarius* (100%), *S. thermophilus* (100%), *S. faecalis* (100%), and *S. pneumoniae* (100%). The *Micrococcus* species were *M. luteus* (100%), *M. roseus* (100%), *M. luteus* (100%), *M. roseus* (100%), *M. luteus* (100%), *M. roseus* (100%), *M. luteus* (100%), *M. roseus* (100%), *M. luteus* (100%), and *M. roseus* (100%).

[illegible]

PARCELA 4

[illegible]

	
Cardinal Point	
Surveying, Inc.	
10000 Highway 100, Box 100	
St. Louis, MO 63103	
Tel: (314) 351-1000	
Fax: (314) 351-1001	
E-mail: info@cardinalpoint.com	
Web: http://www.cardinalpoint.com	
© 2000 Cardinal Point Surveying, Inc.	

The City Planning and Zoning Commission will hold a public hearing on a request from **Joseph Gagliano** for the approval of the following applications, generally located East of Troy Ave from Highway 50 south to Constitution Ave.

Z-23-12 Belmont Place Rezoning: Rezoning 113 acres from PUD to B-3, Highway and Arterial Business; R-2, Single Family Residential; and R-5, Multiple Residential and Office District.
S-22-07 Belmont Place Subdivision: Subdivision of 113 acres into commercial lots and non-buildable parcels for future development.

The Planning and Zoning Commission meeting will be held on **February 14, 2024, at 3:30 p.m.** in City Council Chambers, 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually.**
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=WUdnaHVGbmlCdHRrUHNfZnpPWG1Ydz09>
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
January 24, 2024

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Scott Hobson, Acting Director
Planning & Community Development
By Wade Broadhead, Sr. Planner
(719) 553-2280

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	OwnerZip
MONTOYA DUSTIN/MONTOYA DANTE/MONT	1 ALTADENA DR	PUEBLO	81005-2963
PUEBLO GROUP LLC + C/O HEARTLAND BANK	14125 CLAYTON RD	CHESTERFIELD	63017-8355
HOUSING AUTHORITY OF PUEBLO	1414 N SANTA FE AVE	PUEBLO	81003-3732
OAKSHIRE HILLS II LLLP	1414 N SANTA FE AVE	PUEBLO	81003-3732
ANDREWS BUD M/ANDREWS CATHERINE L	16869 SW 65TH AVE APT 286	LAKE OSWEGO	97035-7865
JACOBS MEDINA DARIAN AARON + RAQUEL YVETTE	1943 CALDERWOOD PL	PUEBLO	81001-5674
PARK HILL ASSEMBLY OF GOD + COLORADO CORPORATION , HOUSING AUTHORITY OF THE CITY OF PU	2000 TROY AVE	PUEBLO	81001-5627
JOHNSON CHARLES	201 S VICTORIA AVE	PUEBLO	81003-3435
PUEBLO POINTE MHC, LLC	2030 CHELTON LN	PUEBLO	81001
BHUVI BELMONT PLACE LLC	2138 ESPEY CT STE 7	CROFTON	21114-2495
FOOTHILLS FARM RLLLP + C/O	44330 MERCURE CIR STE 1005	DULLES	20166-2086
PATRICK A LEACH ,	4810 QUITA CT	PUEBLO	81001-1072
TRUONG TONY + VAN HIEN THI	948 SE 9TH AVE	POMPANO BEAC	33060-9508
PUEBLO GROUP LLC + C/O MIDLAND LOAN SERVICES INC ,	999 S LOGAN ST STE 300	DENVER	80209-5801



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING THE BELMONT PLACE SUBDIVISION, FILING NO. 1

SUMMARY:

The applicant is requesting to subdivide 114-acres into six (6) commercial lots in two (2) blocks and create four (4) parcels reserved for future development. The proposed subdivision covers the area currently included within the Belmont Place Planned Unit Development.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting to rezone (Z-23-12) the current 114-acre Belmont Place, Planned Unit Development to a combination of three zone districts to allow for commercial, commercial mixed use, and residential development.

BACKGROUND:

The subject site is currently unimproved and is located east of Troy Avenue and south of the Hwy 50 Bypass. The applicant proposes to subdivide the property into six lots measuring from 81,000 sq. ft. to 200,000 sq. ft. for commercial development. The remaining ninety-one (91) acres will be divided into four non-buildable parcels (A-D) and ten acres (10) of right of way. The development site is characterized by scrub prairie and is generally flat in the northwest portion of the site. The eastern and southern portion of the development site is marked by deep arroyos requiring development to occur in multiple phases, to fund the necessary infrastructure to develop the site with the challenging topography. The purpose of Parcels A, B, C, and D is to allow development to occur in phases. Each parcel must be re-subdivided for the planned development prior to building permit approvals. The area was annexed into the City in 1972 and is identified as an Urban Neighborhood by the 2022 Pueblo Comprehensive Plan. In 2002, the Planning and Zoning Commission approved the University Village South Master Development Plan (MP-02-3) that included this property, the site was zoned PUD in 2006, the Belmont Place PUD currently serves as

the master plan for development. The PUD guide was amended in 2021 (Ord. 9973) and included an updated Land Use Summary with commercial, multifamily, and single family uses. The applicant has a concurrent rezoning application for the property, Z-23-12, to use traditional zone districts that closely match the land use approved in the original PUD. In 2002 two sanitary sewer easements were dedicated to the City of Pueblo by Separate Instrument to hold a future sewer line inside of what is now the proposed Parcel B in the proposed Belmont Place, Filing No. 1 Subdivision. The sanitary sewer line was later constructed outside of the dedicated easements. The current proposed plat will create a twenty-foot sanitary sewer and maintenance road easement inside Parcel B in the center of the property. The proposed platted, sanitary sewer easement reflects the current location of the sanitary sewer line and stretches from the center of the eastern property boundary southwest to Nottingham Drive where it follows the street right of way to the south. The other two older easements that do not cover the sanitary sewer line will be released in the future by the City. The City's transportation network will be extended as part of this subdivision. The right-of-way will be platted for Nottingham Drive to continue south, and it will have a temporary dead-end cul-de-sac until filing two is submitted. The design for the cul-de-sac will be handled in Part Two Submittal of the subdivision submittal with the Public Works Department. Right-of-way for an easterly extension of Constitution Road and a small connection with Cicada Drive in the south portion of the property are also being platted. A traffic study will be required before Part II of the Subdivision will be approved. Staff noted that future filings and re-subdivisions of the parcels, slated for future development may involve additional right-of-way for the roundabouts or arroyos crossing depending on use, intensity, and future engineering.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their February 14, 2024 Regular Meeting, voted 5-0 to recommend approval once conditions 1-9 are met, Commissioners Martinez and Spinuzzi 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-22-07 Combined Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING THE BELMONT PLACE SUBDIVISION, FILING NO. 1

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

SECTION 1.

The final plat of the Belmont Place Subdivision, Filing No. 1 being a subdivision of land legally described as:

THE WEST 1/2 OF THE SOUTHWEST 1/4 AND THAT PORTION OF THE WEST 1/2 OF THE NORTHWEST ¼ IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO. 47, COUNTY OF PUEBLO, STATE OF COLORADO.

SAID PARCELS CONTAINS 113.26 ACRES MORE OR LESS, (4,933,639 S.F 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 October 15, 2024.

Final adoption of Ordinance by City Council on October 28, 2024.

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

BELMONT PLACE FILING NO. 1

THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.

KNOW ALL MEN BY THESE PRESENTS: THAT BHUVI BELMONT PLACE LLC, A COLORADO LIMITED LIABILITY COMPANY BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

THE WEST 1/2 OF THE SOUTHWEST 1/4 AND THAT PORTION OF THE WEST 1/2 OF THE NORTHWEST 1/4 IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO. 47, COUNTY OF PUEBLO, STATE OF COLORADO.

SAID PARCELS CONTAINS 113.26 ACRES MORE OR LESS, (4,933,639 S.F. MORE OR LESS).

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND PARCELS AND HAS SHOWN HEREON CERTAIN EASEMENTS FOR DRAINAGE, PUBLIC UTILITY AND SANITARY SEWER AND THE SAME TO BE NUMBERED, PLATTED, SUBDIVIDED, DIMENSIONED, AND NAMED AS SHOWN ON THE ANNEXED PLAT, FOR THE PURPOSE OF CREATING A SUBDIVISION TO BE KNOWN AS BELMONT PLACE FILING NO. 1. PARCELS A THROUGH D ARE HERBY RESERVED AS DRAINAGE EASEMENTS FOR FUTURE DEVELOPMENT AND ARE NON BUILDABLE PARCELS WITHIN FILING NO. 1.

ALL ROADWAYS, EASEMENTS FOR DRAINAGE, ALL PUBLIC UTILITIES AND PARCELS A THROUGH D FOR THE PURPOSE OF DETENTION SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL USE.

DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNER(S) OF ALL LOTS WITHIN THE SUBDIVISION. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NOT THE OBLIGATION IN ITS DESCRIPTION OT MAINTAIN, REPAIR OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FORM SAID OWNER(S). ALL DRAINAGE EASEMENTS SHALL BE FURTHER SUBJECT TO A STORMWATER FACILITY MAINTENANCE AGREEMENT FOR EACH LOT DATED _____ AND FILED CONTEMPORANEOUSLY WITH THE ANNEXED PLAT.

PUBLIC UTILITY EASEMENTS AND DRAINAGE EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC.

EACH COMMERCIAL LOT SHALL HAVE ITS OWN DETENTION AND WATER QUALITY FACILITIES WHICH SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNER(S) OF THE LOTS UPON WHICH THE FACILITIES ARE LOCATED. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NO THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FROM SAID OWNER(S).

DRAINAGE DETENTION, AND WATER QUALITY FACILITIES SHALL BE DESIGNED AND INSTALLED AT THE TIME OF SITE DEVELOPMENT AND/OR DEVELOPMENT INCLUDING AN O & M MANUAL FOR EACH DRAINAGE FACILITY.

A FORMAL ENVIRONMENTAL ASSESSMENT FOR THIS SUBDIVISION HAS NOT BEEN PERFORMED; HOWEVER, TO THE BEST OF THE UNDERSIGNED OWNER'S KNOWLEDGE, INFORMATION, AND BELIEF, THERE ARE NO KNOWN HAZARDOUS SUBSTANCES PRESENT WITHIN THIS SUBDIVISION.

IN WITNESS WHEREOF THE FOLLOWING HAVE SET THEIR HAND:

BHUVI BELMONT PLACE LLC, DATE
A COLORADO LIMITED LIABILITY COMPANY
BY: MADHUSUDHAN KOPPARAPU, MANAGING DIRECTOR

STATE OF COLORADO)
J.S.
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY
OF _____, 2024 BY MADHUSUDHAN KOPPARAPU, MANAGING DIRECTOR OF BHUVI BELMONT PLACE LLC, A COLORADO LIMITED LIABILITY COMPANY.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

IMPROVEMENTS CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. 4 OF TITLE 12-4.7 (J) (1) AND 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

APPROVAL FOR RECORDING:

APPROVED BY THE CITY COUNCIL OF PUEBLO, COLORADO, BY _____
ORDINANCE NO. _____ THIS IS TO CERTIFY THAT THE PLAT OF BELMONT PLACE, HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

CITY CLERK DATE

LAND SURVEYOR'S CERTIFICATION:

I, **RANDY G. REEVES**, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, HEREBY CERTIFY TO BHUVI BELMONT PLACE LLC, A COLORADO LIMITED LIABILITY COMPANY, DO HEREBY STATE THAT A SURVEY OF THE ABOVE DESCRIBED PREMISES WAS CONDUCTED AND THIS PLAT OF BELMONT PLACE WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE IN MARCH, 2022 AND IS BASED ON MY PROFESSIONAL LAND SURVEYING KNOWLEDGE, INFORMATION, AND BELIEF AND IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE. I FURTHER STATE THAT THIS IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

RANDY G. REEVES DATE
PROFESSIONAL LAND SURVEYOR NO. 22101

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO, DOES NOT CONSTITUTE AN ACCEPTANCE OF DEDICATED PUBLIC ROADS PARK, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH 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, PARK AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNERS OF THE LAND WITHIN THIS SUBDIVISION, ET;

NOTES:

1.) A SEARCH FOR RECORDED RIGHTS OF WAY AND EASEMENTS WAS DONE BY LAND TITLE GUARANTEE COMPANY, ORDER NO. RND35065761, POLICY NO. PIB35065761.25646061 WITH AN EFFECTIVE DATE OF SEPTEMBER 23, 2023 AT 5:00 P.M.

2.) BEARINGS BASED ON THE COLORADO STATE PLANE COORDINATE SYSTEM OF 1983 (1992) SOUTH ZONE, ESTABLISHED ON THE LINE BETWEEN PUEBLO COUNTY GPS CONTROL MONUMENT NO. 1, TO PUEBLO COUNTY GPS CONTROL MONUMENT NO. 5, MONUMENTED AT EACH END WITH A 30" X 2 1/2" ALUMINUM MONUMENT P.L.S. NO. 16128, TO BEAR S 20° 36'08" W.

3.) DISTANCES SHOWN HEREON, EXCEPT AS NOTED, ARE GROUND DISTANCES. THE COMBINATION FACTOR FOR THIS PLAT IS 1.000247878. THE GROUND DISTANCE WHEN DIVIDED BY THE COMBINATION FACTOR WILL PROVIDE THE GRID DISTANCE AND THE GROUND COORDINATES WHEN DIVIDED BY THE COMBINATION FACTOR WILL PROVIDE THE GRID COORDINATES BASED ON THE COLORADO STATE PLANE COORDINATE SYSTEM OF 1983 (1992) SOUTH ZONE ON THE NORTH AMERICAN DATUM OF 1983. THE GPS CONTROL MONUMENTS USED USED FOR THIS SURVEY ARE 1 AND 5.

4.) ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.

5.) PARCELS A THROUGH D ARE RESERVED AS DRAINAGE EASEMENTS AND AT THIS TIME ARE NOT BUILD ABLE SITES. THESE PARCELS WILL BECOME BUILD ABLE SITES IN FUTURE FILINGS OF BELMONT PLACE.

PROPERTY MAY BE SUBJECT TO:

1. EXISTING LEASES AND TENANCIES, IF ANY.

2. EASEMENT GRANTED TO STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, BY INSTRUMENT RECORDED OCTOBER 11, 1977, IN BOOK 1905 AT PAGE 816. (LOCATED ON NORTH SIDE HIGHWAY NO. 47, DOES NOT AFFECT SUBJECT PROPERTY)

3. EACH AND EVERY RIGHT OR RIGHTS OF ACCESS TO AND FROM ANY PART OF THE RIGHT OF WAY OF COLORADO STATE HIGHWAY NO. 47, AS GRANTED TO THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO IN INSTRUMENT RECORDED OCTOBER 11, 1977 IN BOOK 1905 AT PAGE 823. (CONVEYS THE RIGHT TO ACCESS HIGHWAY NO. 47, AFFECTS SUBJECT PROPERTY)

4. AN EASEMENT FOR ROAD RESERVED UNTO RICHARD F. LEACH, HIS HEIRS AND ASSIGNS, AS DISCLOSED IN DEED RECORDED NOVEMBER 6, 1986 IN BOOK 2315 AT PAGE 57. (CONVEYS PROPERTY TO OTERO SAVINGS & LOAN EXCEPT CDOT RIGHT-OF-WAY AND EASEMENT)

5. RIGHT OF WAY EASEMENT FOR SANITARY SEWER AND MAINTENANCE ROAD, AS GRANTED TO PUEBLO, A MUNICIPAL CORPORATION IN INSTRUMENT RECORDED JANUARY 11, 1991, IN BOOK 2528 AT PAGE 153. (EASEMENT 1 AFFECTS SUBJECT PROPERTY, EASEMENT 2 NORTH OF HIGHWAY NO. 47, DOES NOT AFFECT SUBJECT PROPERTY AND EASEMENT 3 WITHIN TROY AVENUE, NORTH OF HIGHWAY NO. 47 AND DOES NOT AFFECT SUBJECT PROPERTY)

6. RIGHT OF WAY EASEMENT FOR SANITARY SEWER AS GRANTED TO PUEBLO, A MUNICIPAL CORPORATION IN INSTRUMENT RECORDED APRIL 04, 2002 UNDER RECEPTION NO. 1433368. (AFFECTS SUBJECT PROPERTY)

7. RIGHT OF WAY EASEMENT FOR SANITARY SEWER AS GRANTED TO PUEBLO, A MUNICIPAL CORPORATION IN INSTRUMENT RECORDED NOVEMBER 06, 2002 UNDER RECEPTION NO. 1468269. (AFFECTS SUBJECT PROPERTY)

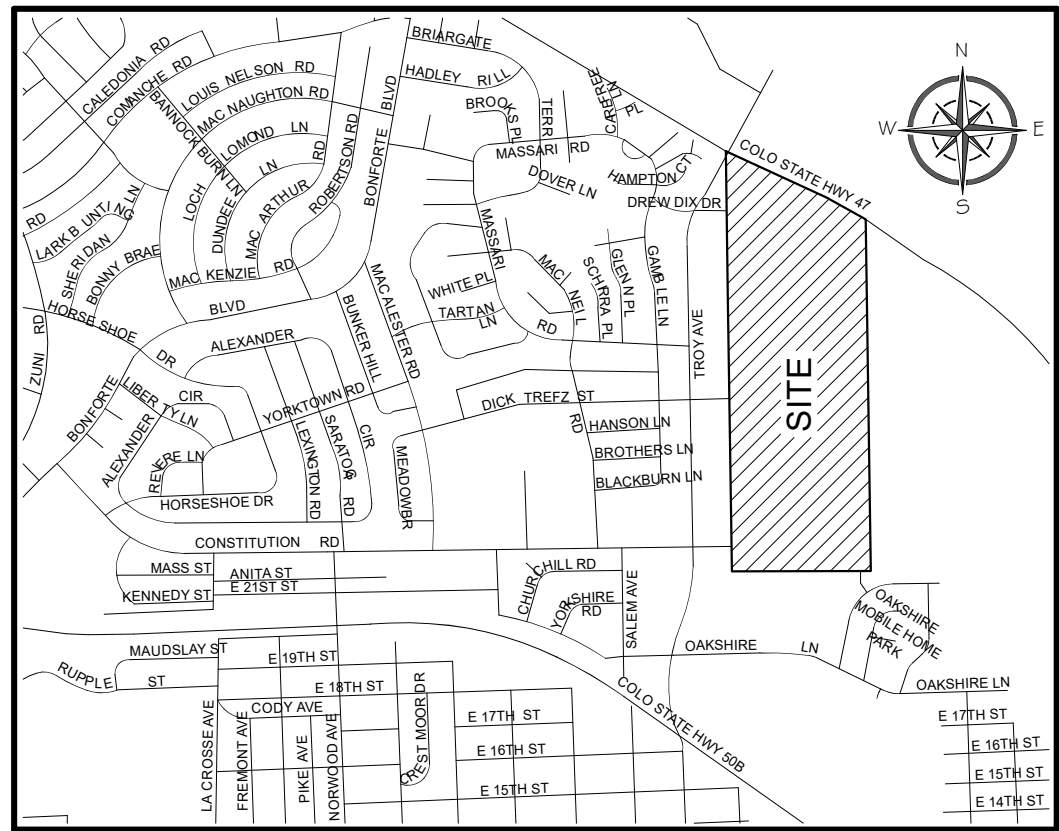
8. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE PUEBLO CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 01, 2007, UNDER RECEPTION NO. 1736292 AND RECORDED FEBRUARY 15, 2013 UNDER RECEPTION NO. 1934215 AND PUEBLO CONSERVANCY DISTRICT MAP RECORDED DECEMBER 11, 2009 UNDER RECEPTION NO. 1826096. (NOT SURVEY RELATED)

9. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BELMONT PLACE 1ST AMENDMENT DEVELOPMENT GUIDE RECORDED JANUARY 06, 2009 UNDER RECEPTION NO. 1792273. AMENDED DEVELOPMENT GUIDE RECORDED AUGUST 12, 2021 UNDER RECEPTION NO. 2239101 AND RECORDED FEBRUARY 28, 2023 UNDER RECEPTION NO. 2305546. (APPLIES AS APPLICABLE)

10. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN AMENDED AND RESTATED GAS EASEMENT RECORDED APRIL 04, 2023 UNDER RECEPTION NO. 2308822. (SHOWN HEREON)

11. LIEN EVIDENCED BY STATEMENT OF LIEN IN THE AMOUNT OF \$415.70 RECORDED JUNE 20, 2023, UNDER RECEPTION NO. 2315909. (NOT SURVEY RELATED)

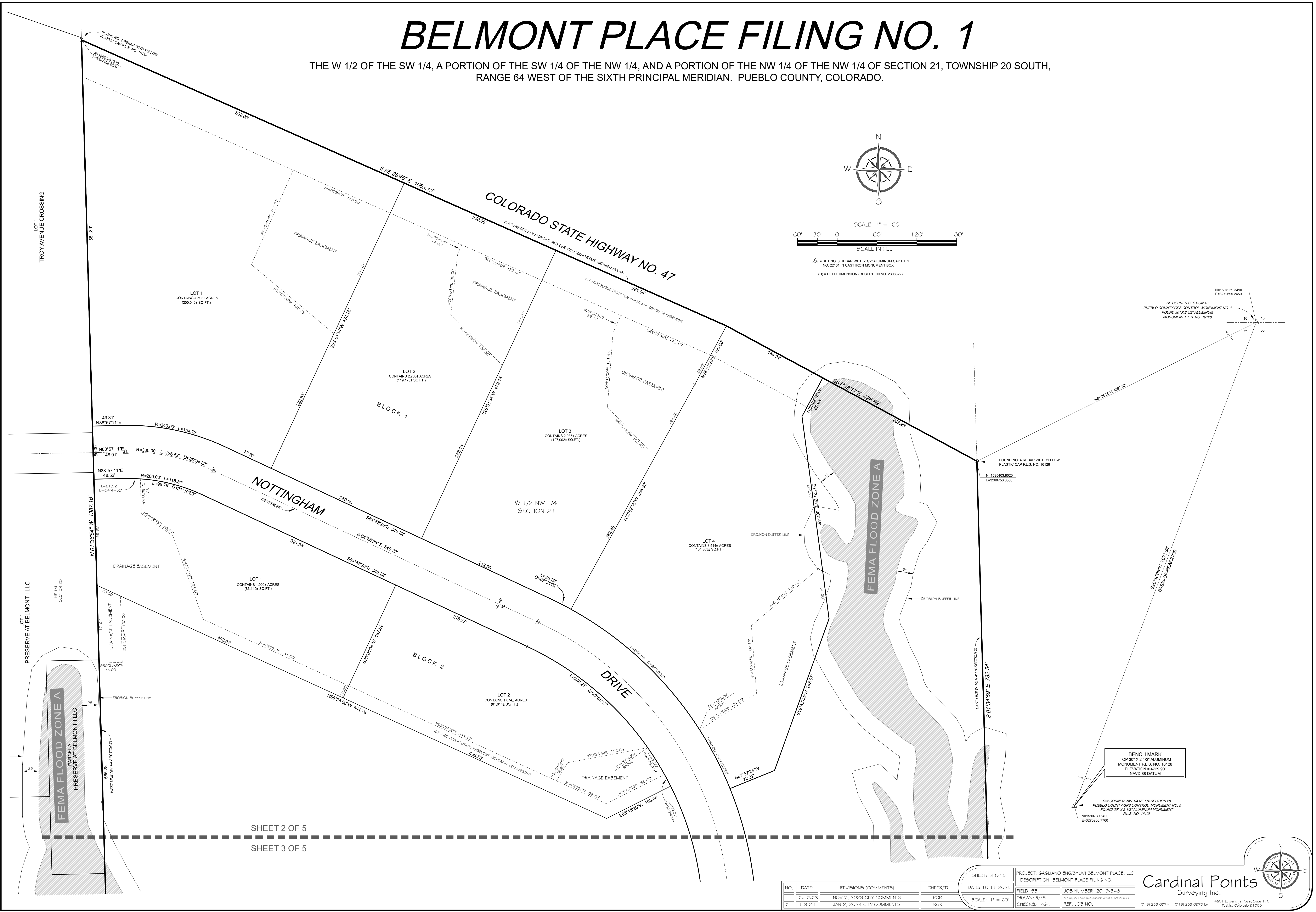
NOTICE:
ACCORDING TO C.R.S. 13-80-105, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATE SHOWN HEREON.



VICINITY MAP

BELMONT PLACE FILING NO. 1

THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.



BELMONT PLACE FILING NO. 1

THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.



NO.	DATE	REVISIONS (COMMENTS)	CHECKED
1	12-12-23	NOV 7, 2023 CITY COMMENTS	RGR
2	1-3-24	JAN 2, 2024 CITY COMMENTS	RGR

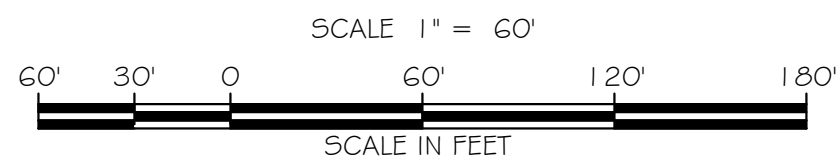
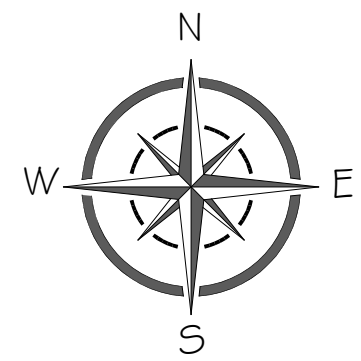
SHEET: 3 OF 5	PROJECT: GAGLIANO ENG/BHUVI BELMONT PLACE, LLC
DATE: 10-11-2023	DESCRIPTION: BELMONT PLACE FILING NO. 1
SCALE: 1" = 60'	FIELD: SB
	DRAWN: RMS
	CHECKED: RGR
	JOB NUMBER: 2019-548
	FILE NAME: 2019-548 SUB BELMONT PLACE FILING
	REF. JOB NO.

Cardinal Points
Surveying Inc.

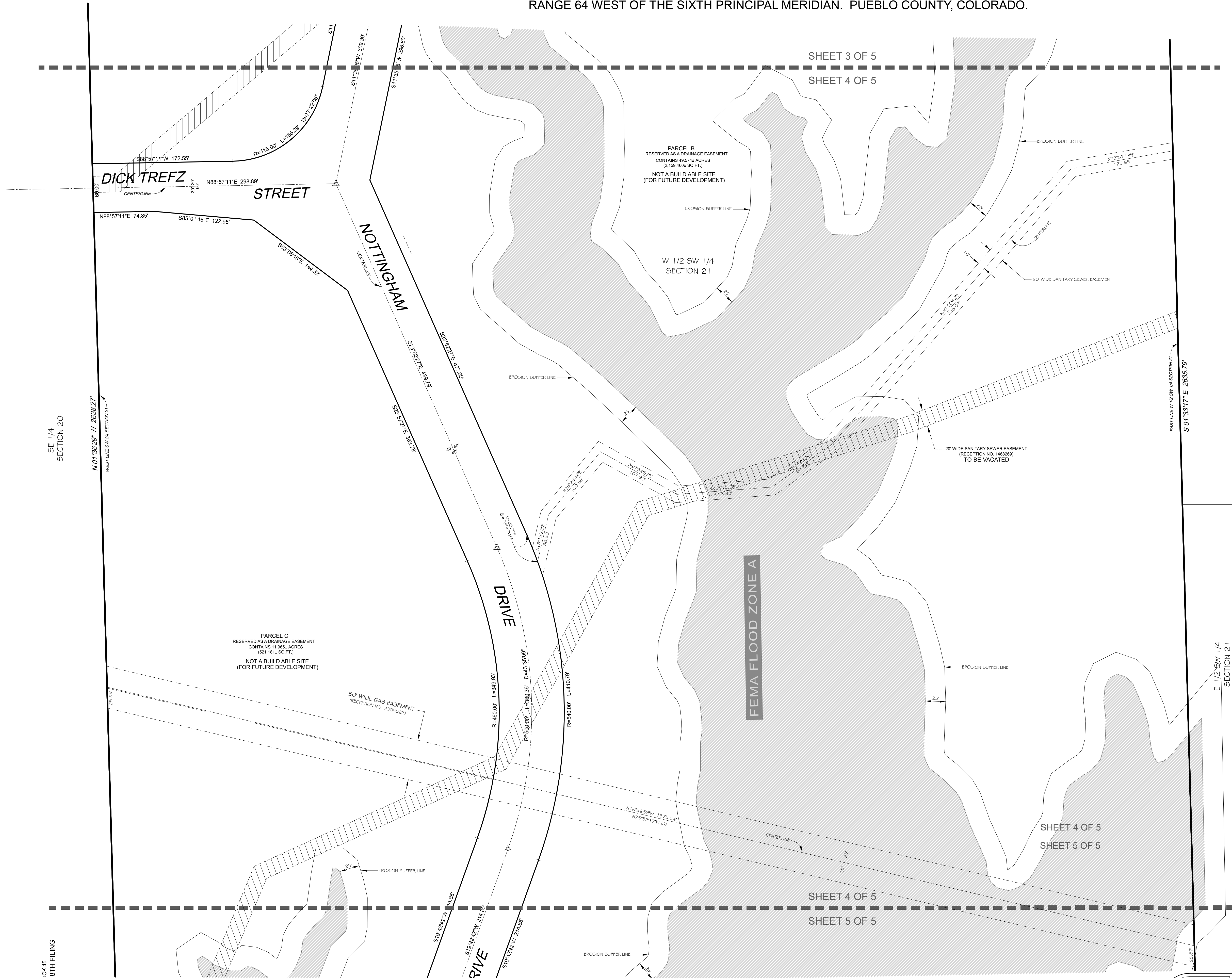
(719) 253-0874 • (719) 253-0876 fax 44021 Englewood Place, Suite 110
Pueblo, Colorado 81008

BELMONT PLACE FILING NO. 1

THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.



△ = SET NO. 6 REBAR WITH 2 1/2" ALUMINUM CAP P.L.S.
NO. 22101 IN CAST IRON MONUMENT BOX
(D) = DEED DIMENSION (RECEPTION NO. 2308822)



CK 45
8TH FILING

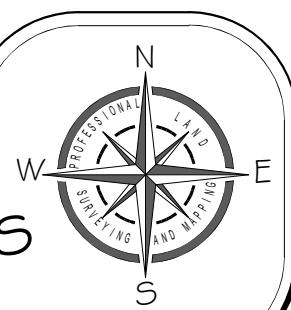
NO.	DATE	REVISIONS (COMMENTS)	CHECKED
1	12-12-23	NOV 7, 2023 CITY COMMENTS	RGR
2	1-3-24	JAN 2, 2024 CITY COMMENTS	RGR

SHEET: 4 OF 5
DATE: 10-11-2023
SCALE: 1" = 60'

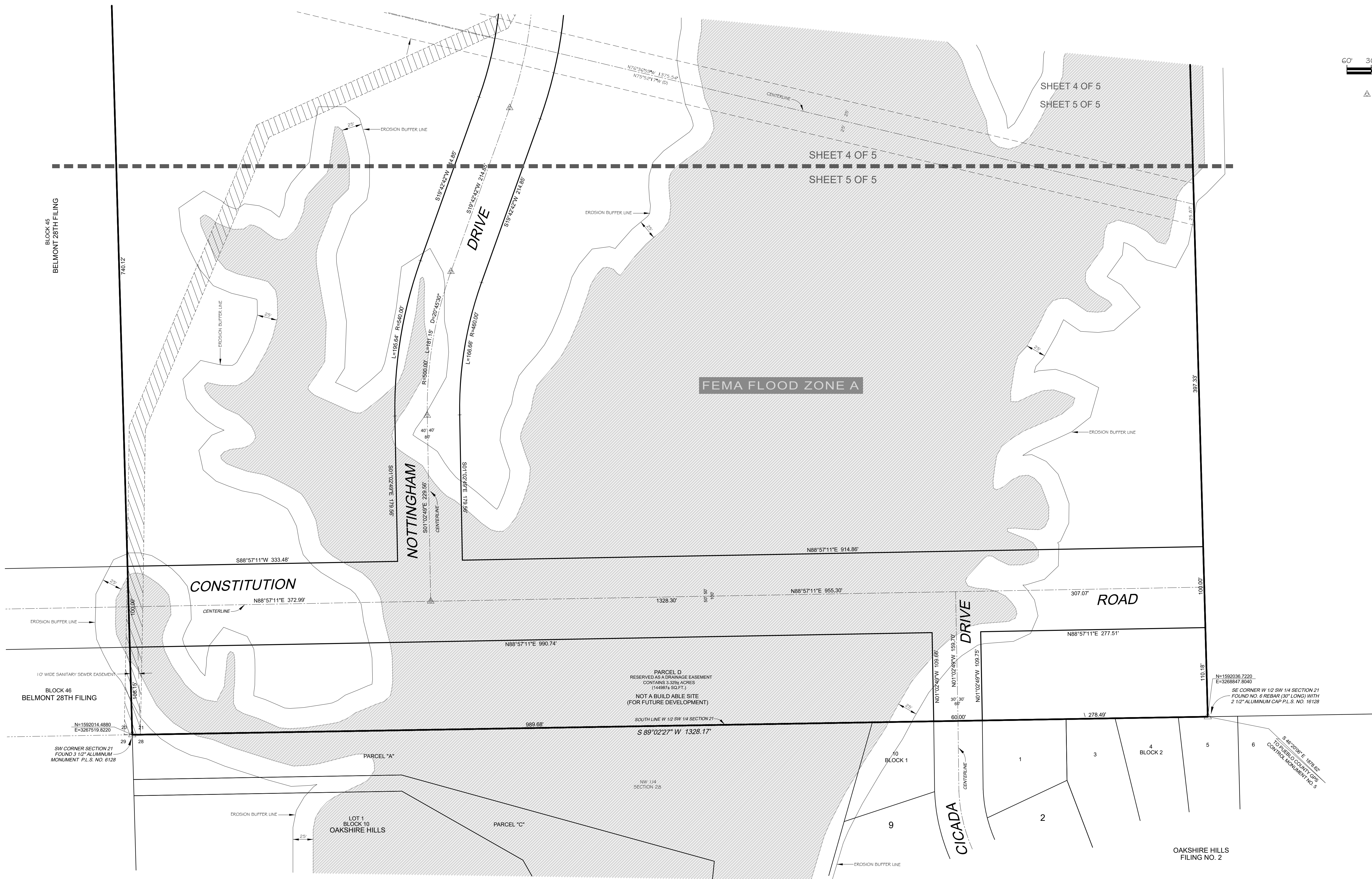
PROJECT: GAGUANO ENG/HUVI BELMONT PLACE, LLC DESCRIPTION: BELMONT PLACE FILING NO. 1	
FIELD: SB	JOB NUMBER: 2019-548
DRAWN: RMS	FILE NAME: 2019-548-BLR-BELMONT PLACE FILING
CHECKED: RGR	REF. JOB NO.

Cardinal Points
Surveying Inc.

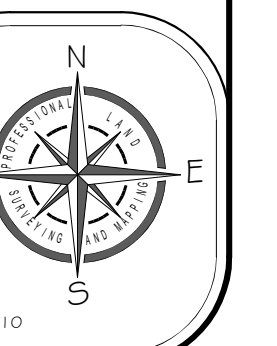
(719) 253-0874 • (719) 253-0875 fax 4601 Eagleledge Place, Suite 110
Pueblo, Colorado 81008



THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.



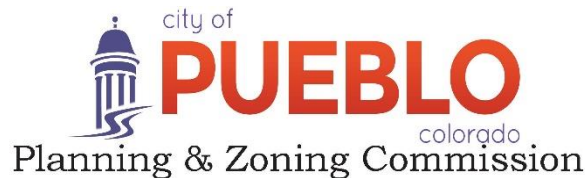
Cardinal Points
Surveying Inc.



Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, February 14, 2024 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:35 p.m. with Commissioner Castellucci presiding.

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

Commissioners Absent: Cheryl Spinuzzi, Sarah Martinez

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development, Wade Broadhead, Senior Planner, Joe Martellaro, Engineer Public Works Department, Cindy Capritta, Land Use Tech.

Staff Members Absent: Beritt Odom, Principal Planner

Approval of the Agenda: Bailey motioned to move item Z-23-10, S-23-07, S-22-07 to the March 13, 2024, meeting and approve the agenda as amended. seconded by Aznar.

Motion Passed: 5-0

Public Hearing:

3. S-22-07 Belmont Place Subdivision: A Subdivision of 113 acres into commercial lots and non-buildable parcels for future development. Staff report by Wade Broadhead.

Hearing: Applicant Zach Thatcher remained sworn in and spoke in favor of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the application be referred to City Council once Conditions 1-9 are met, seconded by Aznar.

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-22-07 Belmont Place Subdivision

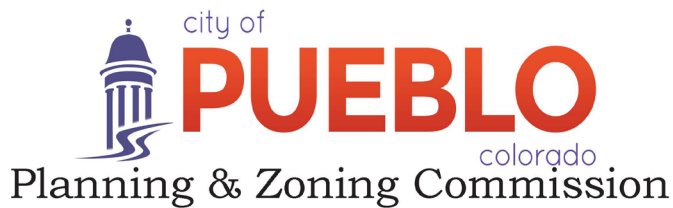
DATE: October 1, 2024

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

S-22-07

TO: City of Pueblo, Planning and Zoning Commission

FROM: Wade Broadhead, Sr. Planner

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

DATE: February 14, 2024

SUBJECT: Belmont Place Subdivision, Filing #1

Applicant: BHUVI Belmont Place LLC
Joe Gagliano/Zach Thatcher, Gagliano Engineering, Inc.

PROPERTY OWNER: BHUVI Belmont Place LLC.

LOCATION: South of SH 47, North of Constitution Rd., East of Troy Avenue.

EXISTING ZONE: Belmont Place, Planned Unit Development

CONCURRENT REQUESTS: Belmont Place Rezoning, Z-23-12

REQUEST:

The applicant is requesting to subdivide one hundred thirteen (113) acres into six (6) commercial lots in two (2) blocks and create four (4) parcels reserved for future development. The proposed subdivision covers all the Belmont Place Planned Unit Development.

STAFF REVIEW AND BACKGROUND:

The subject site is currently unimproved and is located east of Troy Avenue and south of the Hwy 50 Bypass. The area was annexed into the City in 1972 and is identified as an Urban Neighborhood by the 2022 Pueblo Comprehensive Plan. In 2002, the Planning and Zoning Commission approved the University Village South Master Development Plan (MP-02-3) that included this property, the site was zoned PUD in 2006, the Belmont Place PUD currently serves as the master plan for development. The PUD guide was amended in 2021 (Ord. 9973) and included an updated Land Use Summary with commercial, multifamily and single family uses. The applicant has a concurrent rezoning application for the property, Z-23-12, to use traditional zone districts that closely match the land use approved in the original PUD.

The applicant proposes to subdivide the property into six lots measuring from 81,000 sq. ft. to 200,000 sq. ft. for commercial development. The remaining ninety-one (91) acres will be divided into four non-buildable parcels (A-D) and ten acres (10) of right of way. The development site is characterized by scrub prairie and is generally flat in the northwest portion of the site. The eastern and southern portion of the development site is marked by deep arroyos requiring development to occur in multiple phases, to fund the necessary infrastructure to develop the site with the challenging topography. The purpose of Parcels A, B, C, and D is to allow

development to occur in phases. Each parcel must be re-subdivided for the planned development prior to building permit approvals.

In 2002 two sanitary sewer easements were dedicated to the City of Pueblo by Separate Instrument to hold a future sewer line inside of what is now the proposed Parcel B in the proposed Belmont Place, Filing No. 1 Subdivision. The sanitary sewer line was later constructed outside of the dedicated easements. The current proposed plat will create a twenty-foot sanitary sewer and maintenance road easement inside Parcel B in the center of the property. The proposed platted, sanitary sewer easement reflects the current location of the sanitary sewer line and stretches from the center of the eastern property boundary southwest to Nottingham Drive where it follows the street right of way to the south. The other two older easements that do not cover the sanitary sewer line will be released in the future by the City.

The City's transportation network will be extended as part of this subdivision. Right-of-way will be platted for Nottingham Drive to continue south and it will have a temporary dead-end cul-de-sac until filing two is submitted. The design for the cul-de-sac will be handled in Part Two Submittal of the subdivision submittal with the Public Works Department. Right-of-way for an easterly extension of Constitution Road and a small connection with Cicada Drive in the south portion of the property are also being platted. A traffic study will be required before Part II of the Subdivision will be approved. Staff noted that future filings and re-subdivisions of the parcels, slated for future development may involve additional right-of-way for the roundabouts or arroyos crossing depending on use, intensity, and future engineering.

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.

RECOMMENDED MOTION: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following conditions, which must be satisfied prior to City Council review:

Requests for Modifications to Requirements:	None
Request for Deferred Filings	Yes
Plat Deficiencies:	See Conditions
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	• Amend the subdivision plat to reflect Public Works redline corrections, see attached "S-22-07 Plat-Sub Belmont Place Fil 1 Redlines 01-31-2024 P&Z Provisions," Joe Martellaro, Associate Engineer II. • SFMA's must be completed for each (detention) pond (Stormwater Utility Memo, January 26, 2024, Jared J. Perea, Associate Engineer II). • The pond and drainage easement in Block 1, Lot 4 will need to be relocated. It cannot be located in the flood plain or within the 25 ft buffer zone, and must accommodate 4:1 slopes (Jared Perea, Associate Engineer II / Stormwater Utility) • Make all corrections noted in Memo Titled "S-22-07 8th Submittal

	Part I Review”, dated January 26, 2024. (Jared Perea, Associate Engineer II / Stormwater Utility). • A Master Traffic Study for all of Belmont Place that addresses signal warrants for Drew Dix and Troy; Dick Trefz and Troy; and Constitution and Troy, roundabout design, lane configurations, turn lanes, access, reverse curves, trip generation before approval of Part II Subdivision (Melanie Turner, Traffic Engineer). • Revise the curve on Nottingham Drive in Parcel A to meet AASHTO standards (Melanie Turner, Traffic Engineer). • All easements must be correctly listed on the dedication page and correctly labeled on plat (Sonia Mondragon, Wastewater Engineering Manager). • Easements to be released need to have the plat labels changed from “To Be Vacated” to “To Be Released” plat (Sonia Mondragon, Wastewater Engineering Manager). • Include dedication language of proposed easement from the January 31, 2024, Redline from Sonia Mondragon for the existing sanitary sewer mains, please see attached “Plat-Sub Belmont Place Fil 1 WW SM 8th Sub,” redlined by Sonia Mondragon, Wastewater Engineering Manager.
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PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

❑ **Site Character:**

The subject property is unimproved.

❑ **Neighborhood Compatibility:**

North	Cesar Chavez BLVD (ST HW 47) and B-4, undeveloped.
East	R-2, undeveloped; and A-1, County, undeveloped
South	R-2, single family homes and R-4, undeveloped.
West	B-4, mini storage and gas station; R-4, undeveloped; R-7 mobile home park.

❑ **Comprehensive Plan Compliance:**

The project site is designated by the Pueblo Regional Comprehensive Plan as “Urban Neighborhood.” Urban Neighborhoods are predominantly single-family detached and attached homes, duplexes and townhomes with a variety of services and amenities available within the neighborhood or easily accessible nearby. Additionally, pedestrian and bicycle connectivity should be provided within and between neighborhoods during future subdivisions. Guiding Principal 1, Policy 1.1.2 Mix of Housing Types recommends “*actively seek to diversify the range of housing types available in the region...Encourage the greatest diversity and intensity of small lot single family, attached (e.g. duplex*

and townhome units) and multifamily housing options within the City of Pueblo where infrastructure and services are available". Furthermore, this project directly addresses Goal COP-4: prioritize the development of vacant land within the city limits over the expansion of the community. The Belmont Place area is even highlighted on a map on page 134 indicating annexed and unsubdivided land to be prioritized for development within the City of Pueblo. The proposed Belmont Place Subdivision complies with the Urban Neighborhood Land Use Category and dwelling densities while also directly addressing at least two strategies identified by the Pueblo Regional Comprehensive Plan.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

□ Minimum lot size and width:

- All of the lots will be zoned B-3 and require five thousand sq. ft. of area and 50' linear feet of frontage to comply and all lots are over 81,000 sq. ft. and have over 100' of frontage. Parcels A-D meet the minimum size for the R-2 and R-5 zone districts.

REFERRAL AGENCIES AND COMMENTS:

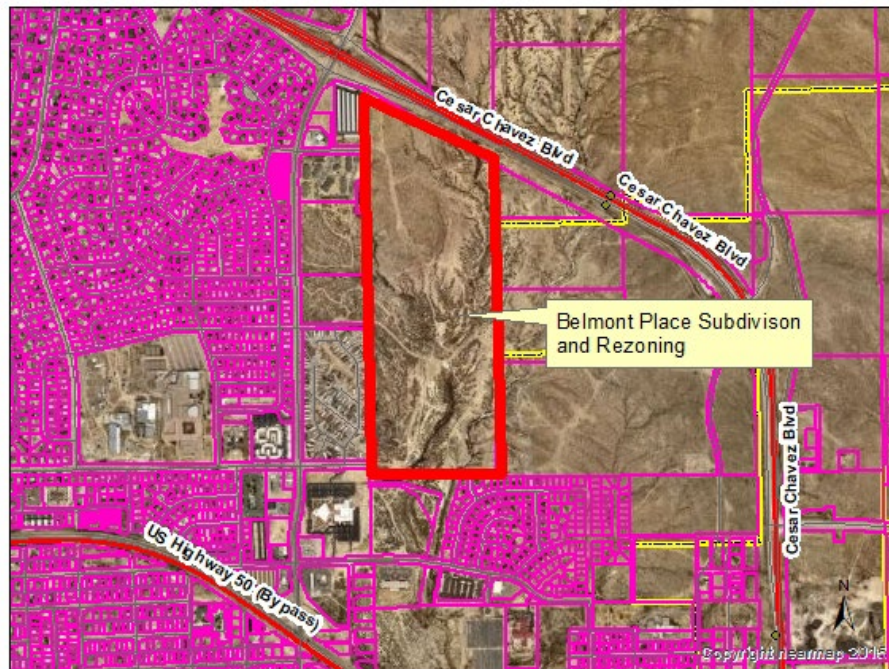
- City Public Works-See attached "S-22-07 Plat-Sub Belmont Place Fil 1 Redlines 01-31-2024 P&Z Provisions"
- City Transportation- See "DOT 8th S-22-07" from Melanie Turner, Traffic Engineer.
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-See attached "Project Review Fire Dept Memo-Belmont Place 8th Submittal Comments," from Eric Knight, Fire Inspector, January 31, 2024.
- Pueblo Board of Water Works-No comment
- City Wastewater-See conditions for approval.
- City Stormwater-
 1. SFMA's must be completed for each (detention) pond.
 2. The pond and drainage easement in Block 1, Lot 4 will need to be relocated. It cannot be located in the flood plain or within the 25 ft buffer zone and must accommodate 4:1 slopes.
 3. Amend plat to reflect redlines in document "S-22-07_Plat- Sub Belmont Place Fil 1_Redlines_01-31-2024_PZ Provisions" (Jared Perea, Associate Engineer II / Stormwater Utility)
- City Parks and Recreation Department-No comment
- City GIS-No Comment
- Xcel Energy-No Comment
- Black Hills Energy-No comment
- CDOT-No comment

ATTACHMENTS:

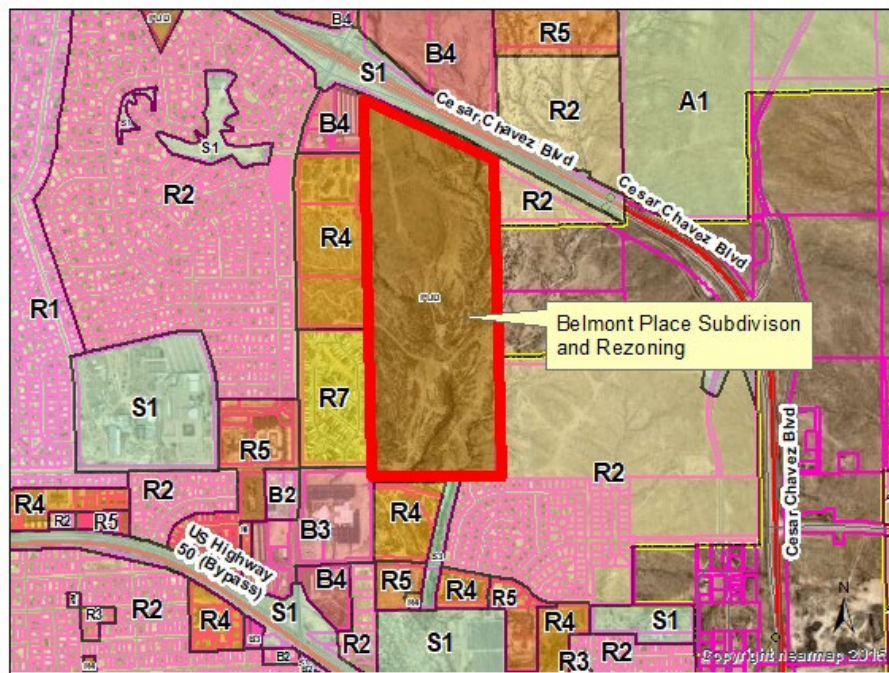
- A. Aerial Photograph
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photographs
- E. Subdivision Application
- F. SRC Memo February 9, 2024

- G. Subdivision Plat, S-22-07_Plat- Sub Belmont Place Fil 1_Redlines_01-31-2024_PZ Provisions redlined by Joe Martellaro, Associate Engineer II and Jared Perea, Associate Engineer II, Stormwater Utility
- H. "Plat-Sub Belmont Place Fil 1 WW SM 8th Sub," redlined by Sonia Mondragon, Wastewater Engineering Manager
- I. Stormwater Review Memos, dated January 26, 2024. (Jared Perea, Associate Engineer II / Stormwater Utility).
- J. "DOT 8th S-22-07", redline comments from Melanie Turner, Traffic Engineer

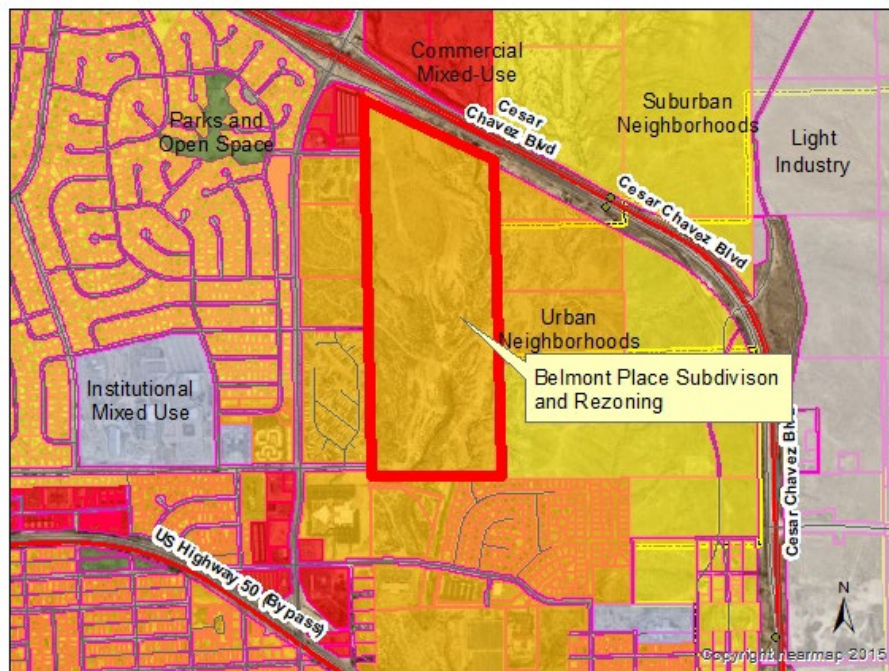
ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan

Attachment D. Site Photos



Belmont Place Subdivision, Filing No. 1, posting photo



Belmont Place Subdivision, Filing No. 1, looking south from Nottingham Rd.

Planning & Zoning Application

Please type or print clearly. Illegible applications will not be accepted.

Case #: _____

Contact Info	Property Owner		Applicant			
	Name:		Name:			
	Company: <u>BITUVI BEHNT PLACE LLC</u>		Company:			
	Address: <u>44330 MESAURA CIR. SOUTHEAST DULLES VA</u>		Address:	Zip:		
	Zip: <u>20166</u>		Phone: ()			
	Phone: (703) <u>732-5281</u>		Email:			
	Email: <u>MARKOPPARAU@GMAIL.COM</u>					
	Engineer		Surveyor			
	Name: <u>JOSEPH V. CAGLIARO</u>		Name: <u>MATTHEW A. CONDOM</u>			
	Company: <u>CAGLIARO ENGINEERING INC.</u>		Company: <u>CARDINAL POINT SURVEYING</u>			
Property Info	Address:		Address:	Zip:		
	Zip:		Phone: (719) <u>547-7073</u>			
	Phone: (719) <u>547-7073</u>		Phone: (719) <u>253-0874</u>			
	Email: <u>JV@INCASYS.COM</u>		Email: <u>RSTANTON@CARDINALPOINTS.NET</u>			
	The applicant will be the primary contact unless otherwise noted.					
Project Location:	(address or general description)					
	Parcel No(s): <u>400000172</u>					
	Existing Zone: <u>PUD</u>		Proposed Zone (if applicable):			
	PUD Name (if applicable): <u>BEHNT PLACE</u>					
Project Scope	Project Name: <u>BEHNT PLACE SUB</u>					
	☐ 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>116</u> Total acres: <u>±117</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: <i>IT'S A SUBDIVISION</i>	
	What is the total acreage included in the project? <i>±114</i>	
	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:	<i>JOSEPH V. GAGLIANO For BITUVI BELMONT PLACE LLC</i>
	Signature:	<i>[Signature]</i> Date: <i>03/07/22</i>
	Applicant, if different from Property Owner	
Signatures	Print Name:	<i>[Signature]</i>
	Signature:	<i>[Signature]</i> Date:

Office Use Only	Zoning Compliance (Completed by City Staff)		
	Application checked for completeness by:	Date:	Fee Paid:

5/2020

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: February 9, 2024

Subject: S-22-07 Belmont Place Subdivision Filing #1

RECOMMENDED MOTION: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following conditions, which must be satisfied prior to City Council review:

Requests for Modifications to Requirements:	None
Request for Deferred Filings	Yes
Plat Deficiencies:	See Conditions
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	1. Amend the subdivision plat to reflect Public Works redline corrections, see attached “S-22-07 Plat-Sub Belmont Place Fil 1 Redlines 01-31-2024 P&Z Provisions,” Joe Martellaro, Associate Engineer II. 2. SFMA’s must be completed for each (detention) pond (Stormwater Utility Memo, January 26, 2024, Jared J. Perea, Associate Engineer II). 3. The pond and drainage easement in Block 1, Lot 4 will need to be relocated. It cannot be located in the flood plain or within the 25 ft buffer zone, and must accommodate 4:1 slopes (Jared Perea, Associate Engineer II / Stormwater Utility) 4. Make all corrections noted in Memo Titled “S-22-07 8th Submittal Part I Review”, dated January 26, 2024. (Jared Perea, Associate Engineer II / Stormwater Utility). 5. A Master Traffic Study for all of Belmont Place that addresses signal warrants for Drew Dix and Troy; Dick Trefz and Troy; and Constitution and Troy, roundabout design, lane configurations, turn lanes, access, reverse curves, trip generation before approval of Part II Subdivision (Melanie Turner, Traffic Engineer). 6. Revise the curve on Nottingham Drive in Parcel A to meet AASHTO standards (Melanie Turner, Traffic Engineer). 7. All easements must be correctly listed on the dedication page and correctly labeled on plat (Sonia Mondragon, Wastewater

	Engineering Manager). 8. Easements to be released need to have the plat labels changed from “To Be Vacated” to “To Be Released” plat (Sonia Mondragon, Wastewater Engineering Manager). 9. Include dedication language of proposed easement from the January 31, 2024, Redline from Sonia Mondragon for the existing sanitary sewer mains, please see attached “Plat-Sub Belmont Place Fil 1 WW SM 8th Sub,” redlined by Sonia Mondragon, Wastewater Engineering Manager.
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Stormwater Utility

MEMO

TO: Wade Broadhead, Senior Planner
FROM: Jared J. Perea, Associate Engineer II
DATE: January 26, 2024
SUBJECT: S-22-07 8th Submittal Part I Review

This memo is intended to serve as the Stormwater Utility's review of the referenced project submittal. Please forward to the applicant's representative.

Color Code: Black = March 17 comments
Red = November 22 comments
Red and Black = December 28 comments (comments were not addressed)
(~~Crossed out items~~ indicate they have been addressed.)
Blue = November 11th comments
(~~Crossed out items~~ indicate they have been addressed.)
Orange = December 29 Comments
(~~Crossed out items~~ indicate they have been addressed.)
Light Blue = January 26th Comments

1. Provide a signed and stamped drainage report in accordance with The Storm Drainage Design Criteria and Drainage Policies for City of Pueblo, Colorado.
 - a. Include all items in the checklist in the report and on the drainage plan. Many items are missing. See drainage report for comments. A detail sheet with all stormwater detention is needed. This is for verification of Detention Basin Outlet Structure Design Worksheets. Still applies. The 25ft buffer zone was added and grading for the is within the buffer zone, so the pond will need to be relocated in Basin C4. Recheck slopes. See comments on Preliminary Drainage Report. Comments can be addressed in Part II. Preliminary Drainage Report is approved.
 - ~~b. Ensure all detention ponds and water quality are in easements.
Ensure all ponds are less than 10 feet deep or they will have to be consider a jurisdictional dam as specified in CRS §37-87-105. The detention ponds exceed ten feet. Any dam constructed for the purpose of storing water with a surface area, volume, or dam height as specified in CRS §37-87-105, as may be amended, requires the approval of the plans by the Office of the State Engineer (SEO). Those facilities subject to state statutes must be designed and constructed in accordance with the criteria of the state, in addition to the criteria in this Manual. To the extent that SEO criteria and requirements differ from the requirements in this Manual, the more restrictive requirements apply. Construction of~~

~~jurisdictional dams for detention facilities is strongly discouraged due to the higher level of hazard posed by a jurisdictional dam. In some cases, depending on the size of the detention facility, creation of a jurisdictional dam may be unavoidable. In these cases, compliance with the Colorado Rules and Regulations for Dam Safety and Dam Construction (2 CCR 402-1) is required. The responsibility for filing plans and specifications with the SEO shall rest with the developer or engineer and, accordingly, adequate time must be allowed for the review process by the SEO to take place. City approval of the detention facility is contingent upon approval by the State Engineer. Certification that the dam was constructed in accordance with approved plans and specifications shall be provided to the City by a qualified geotechnical engineer upon completion of construction. The cost of this certification shall be borne by the developer.~~

- ~~2. Per the City of Pueblo legal department Until the required information is filed, the plat cannot be considered as having been filed with P&Z under 12-4-5(b). This includes all the information in the preliminary drainage report checklist, providing easements and stormwater facility maintenance agreements and revising the dedication on the plat.~~
- ~~3. The CLOMR / LOMR process will need to be followed as indicated in the drainage report. This cost will be approximately \$8,000 and FEMA review time can take 6-9 months. Please plan accordingly. Note CDOT recently completed a drop structure project in East Dry Creek to protect the bridge at US Hwy. 50 East. RESPEC performed the engineering and H&H analysis for this project. HEC-RAS results and details of this project can be provided upon request.~~
- ~~4. Confirm that the 25-foot prudent line setback can be met. **Still needed. Still required. Call out 25-ft buffer zone on drainage plan to prove construction will not happen within the buffer zone.**~~
- ~~5. It is not understood why proposed grading is being shown in the existing arroyos and in areas that will not be developed. Please explain in your comment response. Existing contours need to be shown with proposed contours on the drainage map. **Still applies explain in your comment response.**~~
- ~~6. Discuss maintenance responsibilities for the drainage facilities.~~
- ~~7. Provide revegetation and slope stabilization methods including planned seed mix. **Many of the slopes are too steep and do not meet City criteria.**~~
- ~~8. All cut and fill slopes must comply with the grading requirements in The Storm Drainage Design Criteria Manual and Drainage Policies for City of Pueblo, Colorado. **The slopes are too steep.**~~
- ~~9. You must obtain permit coverage from the Colorado State Dept. of Public Health and Environment to discharge stormwater from any construction activity that disturbs at least 1 acre of land (or is part of a larger common plan of development or sale that will disturb at least 1 acre). If this permit pertains to your site, please send a copy of the stormwater management plan (SWMP) (that will accompany this permit) to the City Stormwater Utility. **Still applies.**~~
- ~~10. The front page of the plat is blank. Dedication and maintenance statements were not reviewed.~~
- ~~11. Provide a stormwater facility maintenance agreement per Pueblo Municipal Code 16.12.10.d. A template and guide have been provided. **Still applies. The SWMP can be included in Part 2, but the SFMA's needs to be submitted for each pond in Part 1. This still applies. The SFMA's for each pond need to be submitted in Part 1.**~~
- ~~12. The master drainage map and plan need to follow section 3.3.2 in the criteria manual.~~
- ~~13. Provide an Erosion and Sediment Control Plan (ESCP) in accordance with "Erosion and Sediment Control Plan Guidance" found in Appendix C in the City of Pueblo Drainage Criteria Manual April 2023 if total land disturbance is between **1000 sf — 1 acre** or Provide a Stormwater Management Plan (SWMP) in accordance with "Stormwater Management Plan Guidance" found in Appendix D if total land disturbance is greater than **1 acre** or part of a larger common development.~~

- ~~14. Provide a Stormwater Facility Maintenance Agreement per Pueblo Municipal Code 16.12.10.d. Fillable forms and guidance documents can be found here: <https://www.pueblo.us/2883/Forms>~~
15. Provide an Operations and Maintenance Manual (O & M) as required by the SFMA. Use the City of Pueblo's standard O & M manual *Stormwater Facility O&M Manual, April 2023* in preparation. Additionally individual guideline sheets, maintenance forms, and inspection forms can be found here: <https://www.pueblo.us/2883/Forms>. The O& M Manual can be submitted in part 2.
16. After final approval of plans, provide an electronic copy of the Final Drainage Report and Drainage Plan, stamped, and signed by Engineer. Still required when the report is accepted.
17. Upon approval of the drainage report the engineer shall complete the online reporting requirements of new stormwater detention and infiltration facilities per CRS §37-92-602 (8). The facility is required to be reported and approved by the City prior to receiving a CO. The online portal can be found here: <https://maperture.digitaldataservices.com/gvh/?viewer=cswdif> . Still applies when accepted.
- ~~18. Provide all hydrology and detention pond calculations to ensure the easements are adequately shown on the plat. This includes outlet structure details and everything associated with the pond.~~
- ~~19. See Plat for comments. The erosion buffer zone is required on the plat. See comments on plat. An explanation of the 25ft buffer zone can be found on the City of Pueblo's Drainage Criteria Manual on section 10.6.6.~~
- ~~20. See Supplemental Map for redlines.~~
21. Provide a comment response to this memo. Can you provide a comment response with your next submittal. Submit a comment response on the next submittal. Provide a comment response with your next submittal.



Stormwater Utility

CONDITIONAL APPROVAL MEMO

TO: Wade Broadhead, Senior Planner
FROM: Jared J. Perea, Associate Engineer II
DATE: January 26, 2024
SUBJECT: S-22-07 Conditional Approval Part I

This memo is intended to serve as the Stormwater Utility's review of the referenced project submittal. Please forward to the applicant's representative.

1. Part I is approved pending conditions that will need to be addressed before the plat is recorded.
 1. SFMA's must be completed for each pond.
 2. The pond and drainage easement in Block 1 Lot 4 will need to be relocated. It cannot be in the flood plain or within the 25ft buffer zone, and must accommodate 4:1 slopes.

BELMONT PLACE FILING NO. 1

THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.

KNOW ALL MEN BY THESE PRESENTS: THAT BHUVI BELMONT PLACE LLC, A COLORADO LIMITED LIABILITY COMPANY BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

THE WEST 1/2 OF THE SOUTHWEST 1/4 AND THAT PORTION OF THE WEST 1/2 OF THE NORTHWEST 1/4 IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO. 47, COUNTY OF PUEBLO, STATE OF COLORADO.

SAID PARCELS CONTAINS 113.26 ACRES MORE OR LESS, (4,933,639 S.F. MORE OR LESS).

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND PARCELS AND HAS SHOWN HEREON CERTAIN EASEMENTS FOR DRAINAGE, PUBLIC UTILITY AND SANITARY SEWER AND THE SAME TO BE NUMBERED, PLATTED, SUBDIVIDED, DIMENSIONED, AND NAMED AS SHOWN ON THE ANNEXED PLAT, FOR THE PURPOSE OF CREATING A SUBDIVISION TO BE KNOWN AS BELMONT PLACE FILING NO. 1. PARCELS A THROUGH D ARE HEREBY RESERVED ~~AS DRAINAGE EASEMENTS~~ FOR FUTURE DEVELOPMENT AND ARE NON BUILDABLE PARCELS WITHIN FILING NO. 1.

~~STREETS~~
ALL ~~ROADWAYS~~ EASEMENTS FOR DRAINAGE, ALL PUBLIC UTILITIES ~~AND PARCELS A THROUGH D~~ ~~FOR THE PURPOSE OF DETENTION~~ SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL USE.

DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNER(S) OF ALL LOTS WITHIN THE SUBDIVISION. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NOT THE OBLIGATION IN ITS DESCRIPTION OT MAINTAIN, REPAIR OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FORM SAID OWNER(S). ALL DRAINAGE EASEMENTS SHALL BE FURTHER SUBJECT TO A STORMWATER FACILITY MAINTENANCE AGREEMENT FOR EACH LOT DATED _____ AND FILED CONTEMPORANEOUSLY WITH THE ANNEXED PLAT.

PUBLIC UTILITY EASEMENTS AND DRAINAGE EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC.

EACH COMMERCIAL LOT SHALL HAVE ITS OWN DETENTION AND WATER QUALITY FACILITIES WHICH SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNER(S) OF THE LOTS UPON WHICH THE FACILITIES ARE LOCATED. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NO THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FROM SAID OWNER(S).

DRAINAGE DETENTION, AND WATER QUALITY FACILITIES SHALL BE DESIGNED AND INSTALLED AT THE TIME OF SITE DEVELOPMENT AND/OR DEVELOPMENT INCLUDING AN O & M MANUAL FOR EACH DRAINAGE FACILITY.

"A FORMAL ENVIRONMENTAL ASSESSMENT FOR THIS SUBDIVISION HAS NOT BEEN PERFORMED; HOWEVER, TO THE BEST OF THE UNDERSIGNED OWNER'S KNOWLEDGE, INFORMATION, AND BELIEF, THERE ARE NO KNOWN HAZARDOUS SUBSTANCES PRESENT WITHIN THIS SUBDIVISION."

IN WITNESS WHEREOF THE FOLLOWING HAVE SET THEIR HAND:

BHUVI BELMONT PLACE LLC, DATE
A COLORADO LIMITED LIABILITY COMPANY
BY: MADHUSUDHAN KOPPARAPU, MANAGING DIRECTOR

STATE OF COLORADO)
) S.S.
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2024 BY MADHUSUDHAN KOPPARAPU, MANAGING DIRECTOR OF BHUVI BELMONT PLACE LLC, A COLORADO LIMITED LIABILITY COMPANY.

_____, MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

IMPROVEMENTS CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. 4 OF TITLE 12-4.7 (J) (1) AND SECTION 12-4.5(B), OF THE 1971 CODE OF ORDINANCES, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____, DATE
DIRECTOR OF PUBLIC WORKS

APPROVAL FOR RECORDING:

APPROVED BY THE CITY COUNCIL OF PUEBLO, COLORADO, BY _____
ORDINANCE NO. _____ THIS IS TO CERTIFY THAT THE PLAT OF BELMONT PLACE, HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

_____, DATE
CITY CLERK

LAND SURVEYOR'S CERTIFICATION:

I, RANDY G. REEVES, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, HEREBY CERTIFY TO BHUVI BELMONT PLACE LLC, A COLORADO LIMITED LIABILITY COMPANY, DO HEREBY STATE THAT A SURVEY OF THE ABOVE DESCRIBED PREMISES WAS CONDUCTED AND THIS PLAT OF BELMONT PLACE WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE IN MARCH, 2022 AND IS BASED ON MY PROFESSIONAL LAND SURVEYING KNOWLEDGE, INFORMATION, AND BELIEF AND IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE. I FURTHER STATE THAT THIS IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

_____, DATE
RANDY G. REEVES
PROFESSIONAL LAND SURVEYOR NO. 22101

REMOVE THIS LINE

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO, DOES NOT CONSTITUTE AN ACCEPTANCE OF DEDICATED PUBLIC ROADS PARK, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH 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, PARK AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNERS OF THE LAND WITHIN THIS SUBDIVISION, ET;

NOTES:

1.) A SEARCH FOR RECORDED RIGHTS OF WAY AND EASEMENTS WAS DONE BY LAND TITLE GUARANTEE COMPANY, ORDER NO. RND35065761, POLICY NO. PIB35065761.25646061 WITH AN EFFECTIVE DATE OF SEPTEMBER 23, 2023 AT 5:00 P.M.

2.) BEARINGS BASED ON THE COLORADO STATE PLANE COORDINATE SYSTEM OF 1983 (1992) SOUTH ZONE, ESTABLISHED ON THE LINE BETWEEN PUEBLO COUNTY GPS CONTROL MONUMENT NO. 1, TO PUEBLO COUNTY GPS CONTROL MONUMENT NO. 5, MONUMENTED AT EACH END WITH A 30" X 2 1/2" ALUMINUM MONUMENT P.L.S. NO. 16128, TO BEAR S 20° 36'08" W.

3.) DISTANCES SHOWN HEREON, EXCEPT AS NOTED, ARE GROUND DISTANCES. THE COMBINATION FACTOR FOR THIS PLAT IS 1.000247878. THE GROUND DISTANCE WHEN DIVIDED BY THE COMBINATION FACTOR WILL PROVIDE THE GRID DISTANCE AND THE GROUND COORDINATES WHEN DIVIDED BY THE COMBINATION FACTOR WILL PROVIDE THE GRID COORDINATES BASED ON THE COLORADO STATE PLANE COORDINATE SYSTEM OF 1983 (1992) SOUTH ZONE ON THE NORTH AMERICAN DATUM OF 1983. THE GPS CONTROL MONUMENTS USED USED FOR THIS SURVEY ARE 1 AND 5.

4.) ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.

5.) PARCELS A THROUGH D ARE RESERVED ~~AS DRAINAGE EASEMENTS AND AT THIS TIME ARE NOT BUILD-ABLE SITES. THESE PARCELS WILL BECOME BUILD-ABLE SITES IN FUTURE FILINGS OF BELMONT PLACE.~~

PROPERTY MAY BE SUBJECT TO:

1. EXISTING LEASES AND TENANCIES, IF ANY.

2. EASEMENT GRANTED TO STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, BY INSTRUMENT RECORDED OCTOBER 11, 1977, IN BOOK 1905 AT PAGE 816. (LOCATED ON NORTH SIDE HIGHWAY NO. 47, DOES NOT AFFECT SUBJECT PROPERTY)

3. EACH AND EVERY RIGHT OR RIGHTS OF ACCESS TO AND FROM ANY PART OF THE RIGHT OF WAY OF COLORADO STATE HIGHWAY NO. 47, AS GRANTED TO THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO IN INSTRUMENT RECORDED OCTOBER 11, 1977 IN BOOK 1905 AT PAGE 823. (CONVEYS THE RIGHT TO ACCESS HIGHWAY NO. 47, AFFECTS SUBJECT PROPERTY)

4. AN EASEMENT FOR ROAD RESERVED UNTO RICHARD F. LEACH, HIS HEIRS AND ASSIGNS, AS DISCLOSED IN DEED RECORDED NOVEMBER 6, 1986 IN BOOK 2315 AT PAGE 57. (CONVEYS PROPERTY TO OTERO SAVINGS & LOAN EXCEPT CDOT RIGHT-OF-WAY AND EASEMENT)

5. RIGHT OF WAY EASEMENT FOR SANITARY SEWER AND MAINTENANCE ROAD, AS GRANTED TO PUEBLO, A MUNICIPAL CORPORATION IN INSTRUMENT RECORDED JANUARY 11, 1991, IN BOOK 2528 AT PAGE 153. (EASEMENT 1 AFFECTS SUBJECT PROPERTY, EASEMENT 2 NORTH OF HIGHWAY NO. 47, DOES NOT AFFECT SUBJECT PROPERTY AND EASEMENT 3 WITHIN TROY AVENUE, NORTH OF HIGHWAY NO. 47 AND DOES NOT AFFECT SUBJECT PROPERTY)

6. RIGHT OF WAY EASEMENT FOR SANITARY SEWER AS GRANTED TO PUEBLO, A MUNICIPAL CORPORATION IN INSTRUMENT RECORDED APRIL 04, 2002 UNDER RECEPTION NO. 1433368. (AFFECTS SUBJECT PROPERTY)

7. RIGHT OF WAY EASEMENT FOR SANITARY SEWER AS GRANTED TO PUEBLO, A MUNICIPAL CORPORATION IN INSTRUMENT RECORDED NOVEMBER 06, 2002 UNDER RECEPTION NO. 1468269. (AFFECTS SUBJECT PROPERTY)

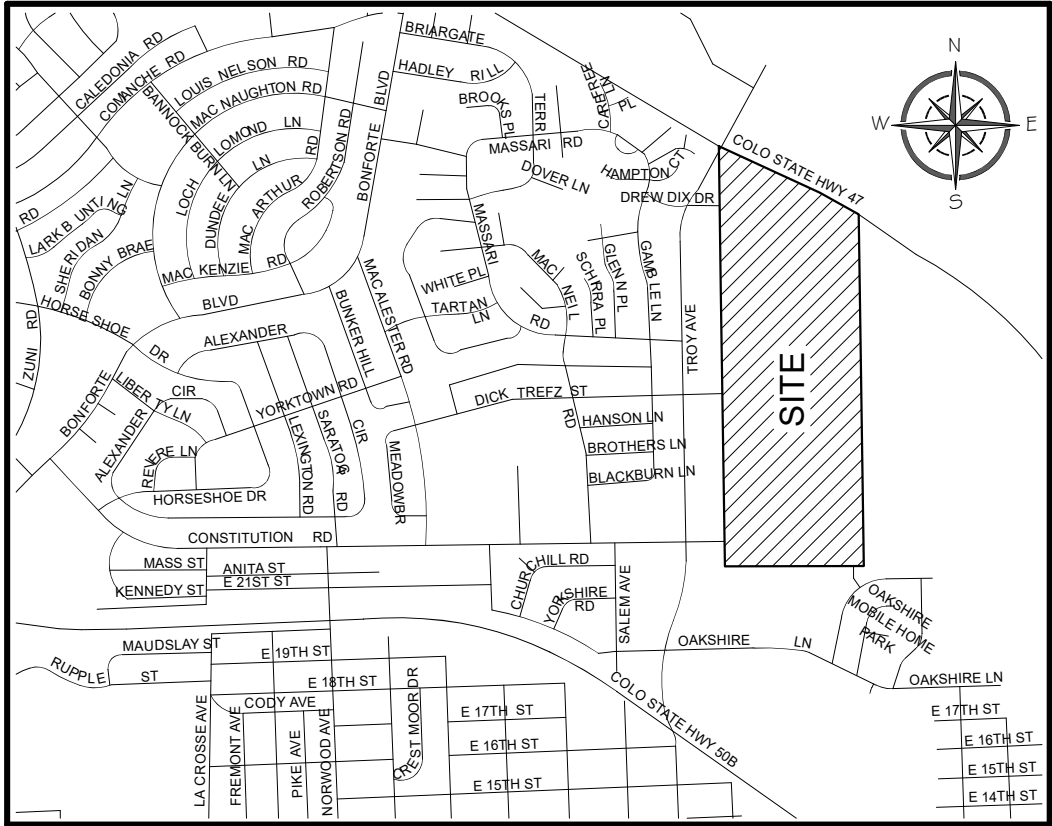
8. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE PUEBLO CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 01, 2007, UNDER RECEPTION NO. 1736292 AND RECORDED FEBRUARY 15, 2013 UNDER RECEPTION NO. 1934215 AND PUEBLO CONSERVANCY DISTRICT MAP RECORDED DECEMBER 11, 2009 UNDER RECEPTION NO. 1826096. (NOT SURVEY RELATED)

9. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BELMONT PLACE 1ST AMENDMENT DEVELOPMENT GUIDE RECORDED JANUARY 06, 2009 UNDER RECEPTION NO. 1792273. AMENDED DEVELOPMENT GUIDE RECORDED AUGUST 12, 2021 UNDER RECEPTION NO. 2239101 AND RECORDED FEBRUARY 28, 2023 UNDER RECEPTION NO. 2305546. (APPLIES AS APPLICABLE)

10. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN AMENDED AND RESTATED GAS EASEMENT RECORDED APRIL 04, 2023 UNDER RECEPTION NO. 2308822. (SHOWN HEREON)

11. LIEN EVIDENCED BY STATEMENT OF LIEN IN THE AMOUNT OF \$415.70 RECORDED JUNE 20, 2023, UNDER RECEPTION NO. 2315909. (NOT SURVEY RELATED)

NOTICE:
ACCORDING TO C.R.S. 13-80-105, 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 CERTIFICATE SHOWN HEREON.



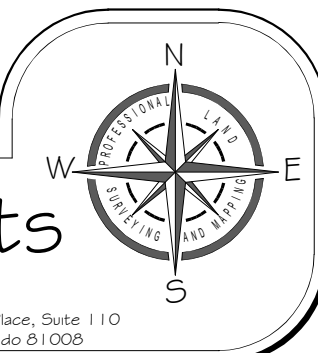
VICINITY MAP

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:
1	12-12-23	NOV 7, 2023 CITY COMMENTS	RGR
2	1-3-24	JAN 2, 2024 CITY COMMENTS	RGR

SHEET: 1 OF 5		PROJECT: GAGLIANO ENG/BHUVI BELMONT PLACE, LLC DESCRIPTION: BELMONT PLACE FILING NO. 1	
FILED:	JOB NUMBER: 2019-546	FILE NAME: 2019-546 PLD-SUB OVERALL DPT 3	REF. JOB NO.
DRAWN: RMS			
CHECKED: RGR			

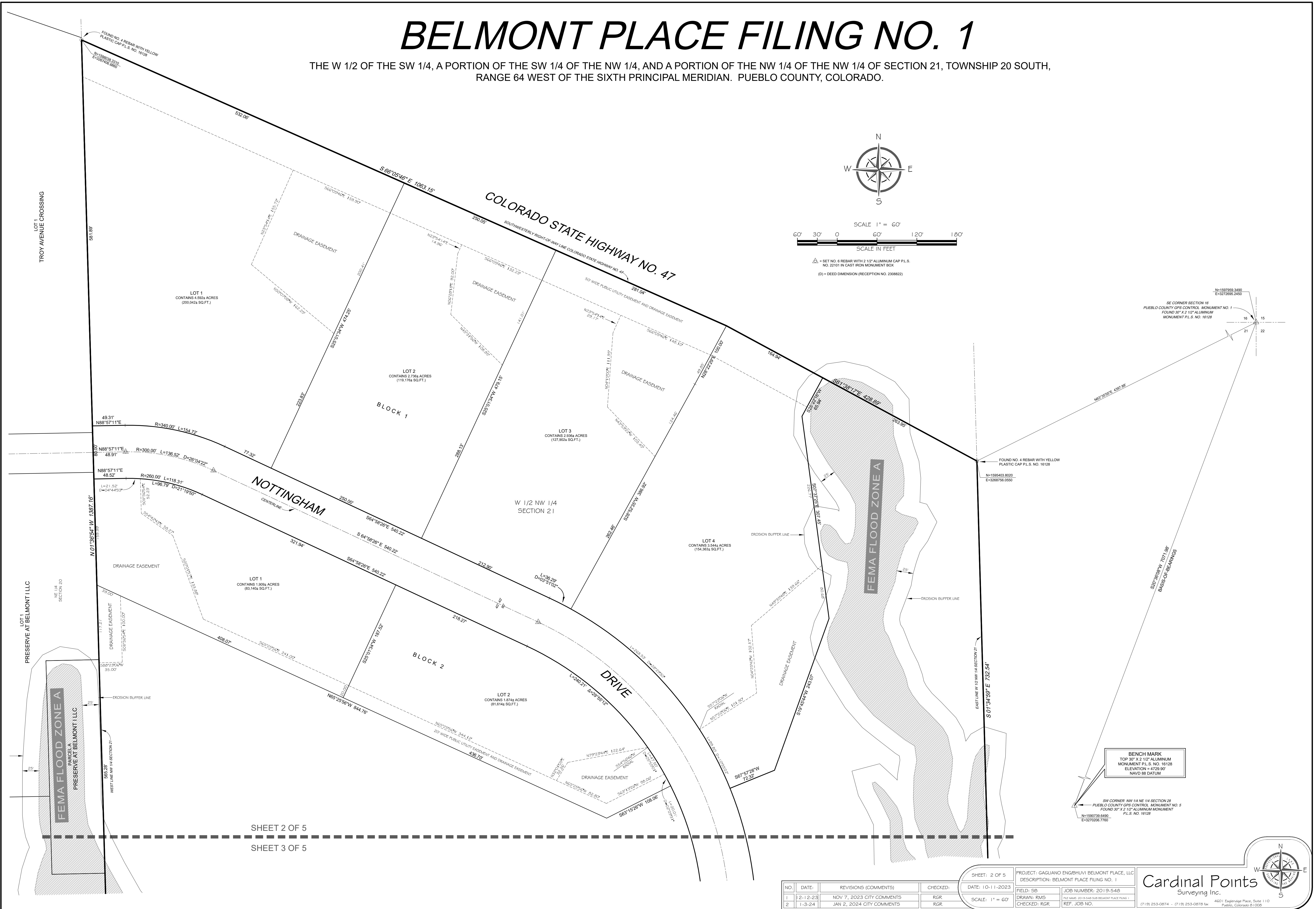
Cardinal Points
Surveying Inc.

(719) 253-0874 • (719) 253-0878 fax 4601 Eastridge Place, Suite 110
Pueblo, Colorado 81008



BELMONT PLACE FILING NO. 1

THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.



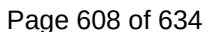
NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:	DATE:
1	12-12-23	NOV 7, 2023 CITY COMMENTS	RGR	10-11-2023
2	1-3-24	JAN 2, 2024 CITY COMMENTS	RGR	

PROJECT: GAGIANO ENG/HUVI BELMONT PLACE, LLC DESCRIPTION: BELMONT PLACE FILING NO. 1	JOB NUMBER: 2019-546
FIELD: SB	REF. JOB NO.
DRAWN: RMS	
CHECKED: RGR	

Cardinal Points
Surveying Inc.

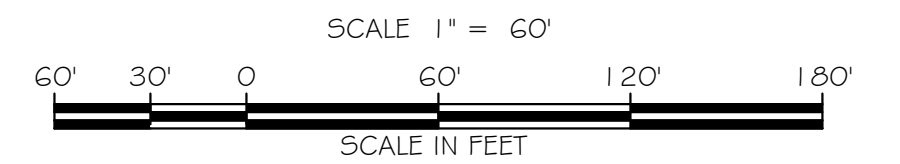
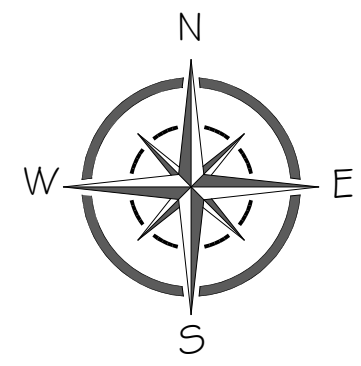
(719) 253-0874 • (719) 253-0878 fax 4601 Espinosa Place, Suite 110
Pueblo, Colorado 81009

THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.

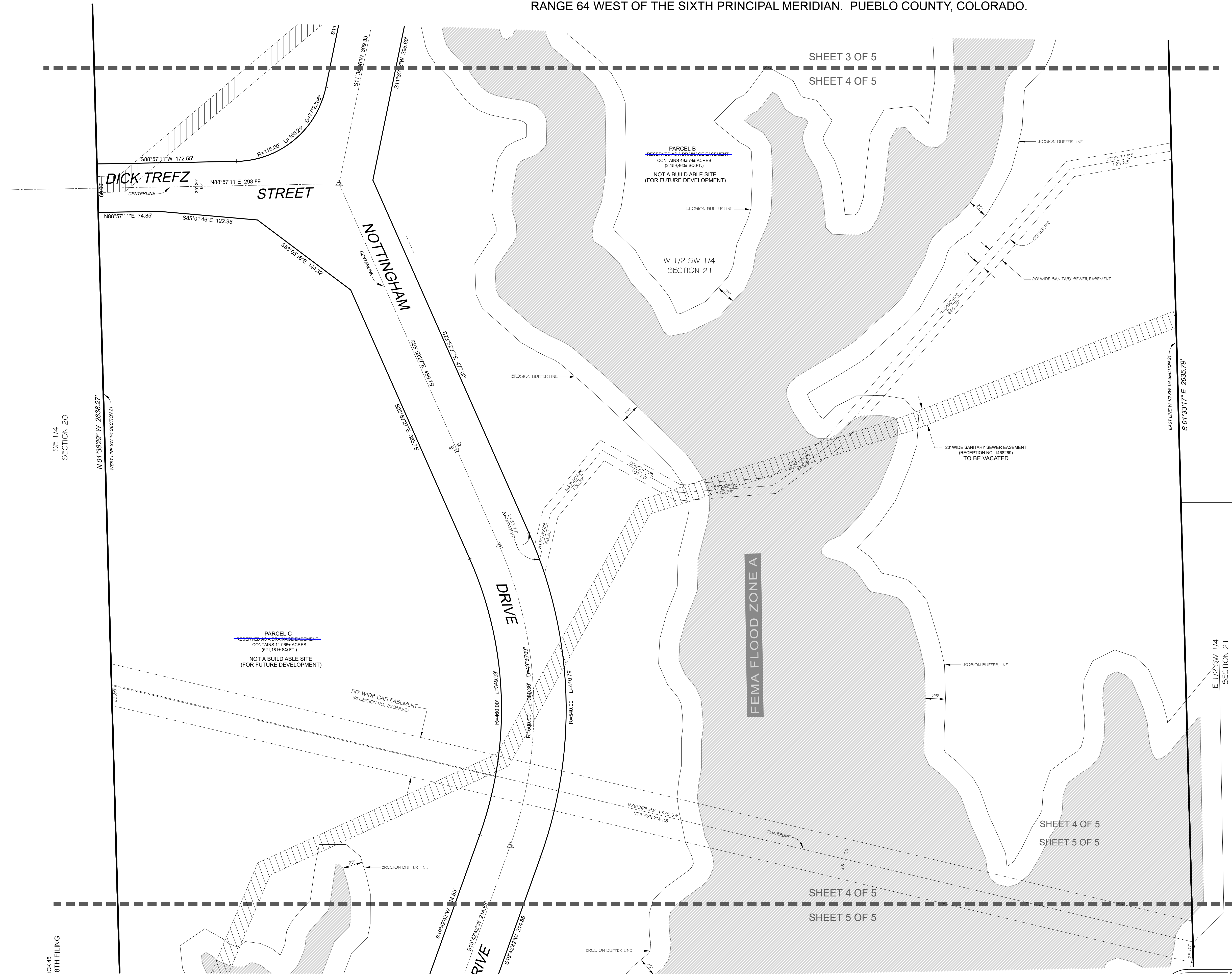


BELMONT PLACE FILING NO. 1

THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.



△ = SET NO. 6 REBAR WITH 2 1/2" ALUMINUM CAP P.L.S.
NO. 22101 IN CAST IRON MONUMENT BOX
(D) = DEED DIMENSION (RECEPTION NO. 2308822)



SE 1/4
SECTION 20

N 01°36'29" W 2658.27'
WEST LINE SW 1/4 SECTION 21

CK 45
8TH FILING

E 1/2 SW 1/4
SECTION 21

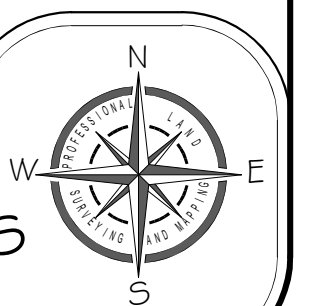
NO.	DATE	REVISIONS (COMMENTS)	CHECKED
1	12-12-23	NOV 7, 2023 CITY COMMENTS	RGR
2	1-3-24	JAN 2, 2024 CITY COMMENTS	RGR

SHEET: 4 OF 5
DATE: 10-11-2023
SCALE: 1" = 60'

PROJECT: GAGUANO ENG/HUVI BELMONT PLACE, LLC DESCRIPTION: BELMONT PLACE FILING NO. 1	
FIELD: SB	JOB NUMBER: 2019-548
DRAWN: RMS	FILE NAME: 2019-548-BELMONT PLACE FILING
CHECKED: RGR	REF. JOB NO.

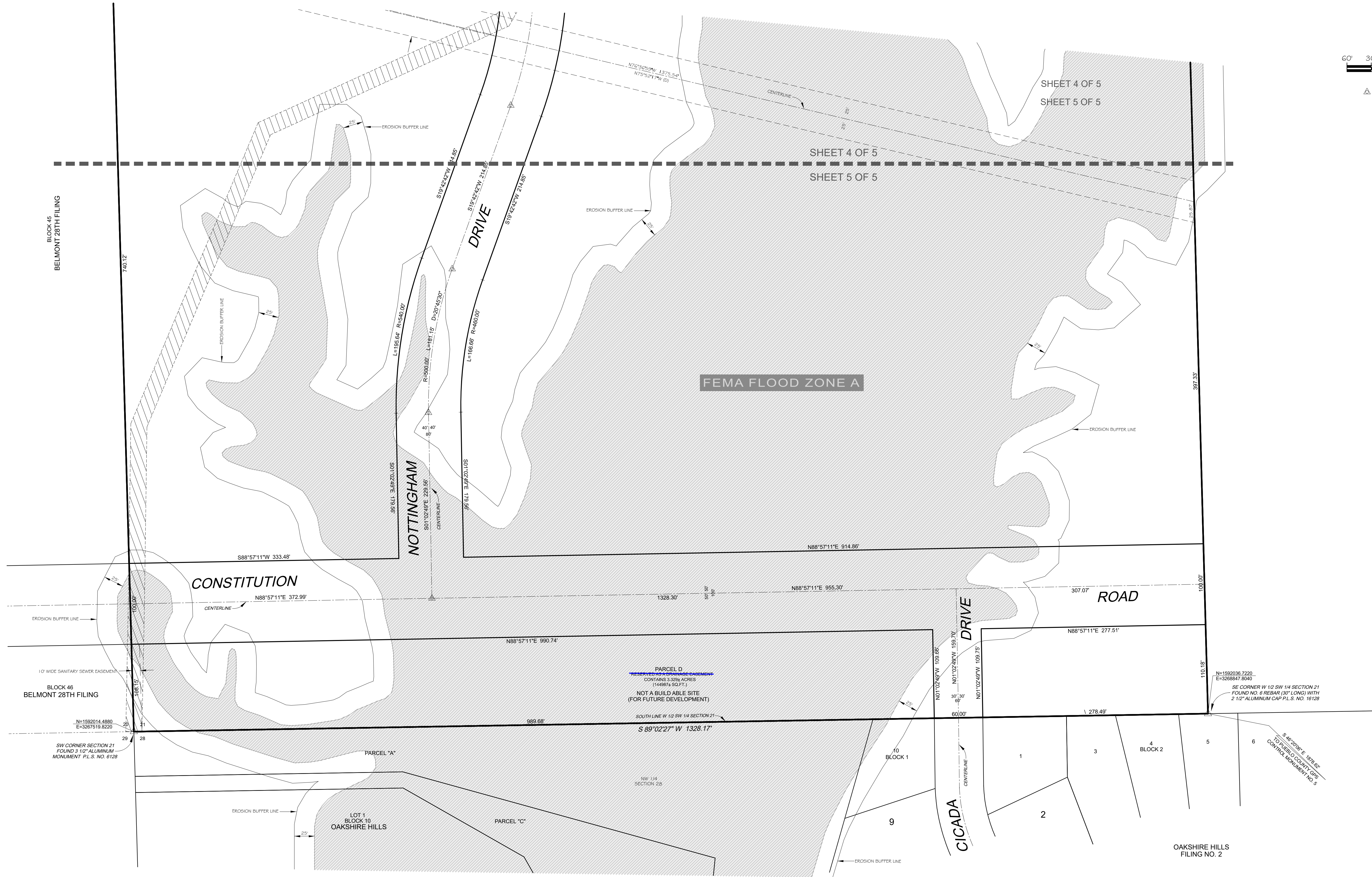
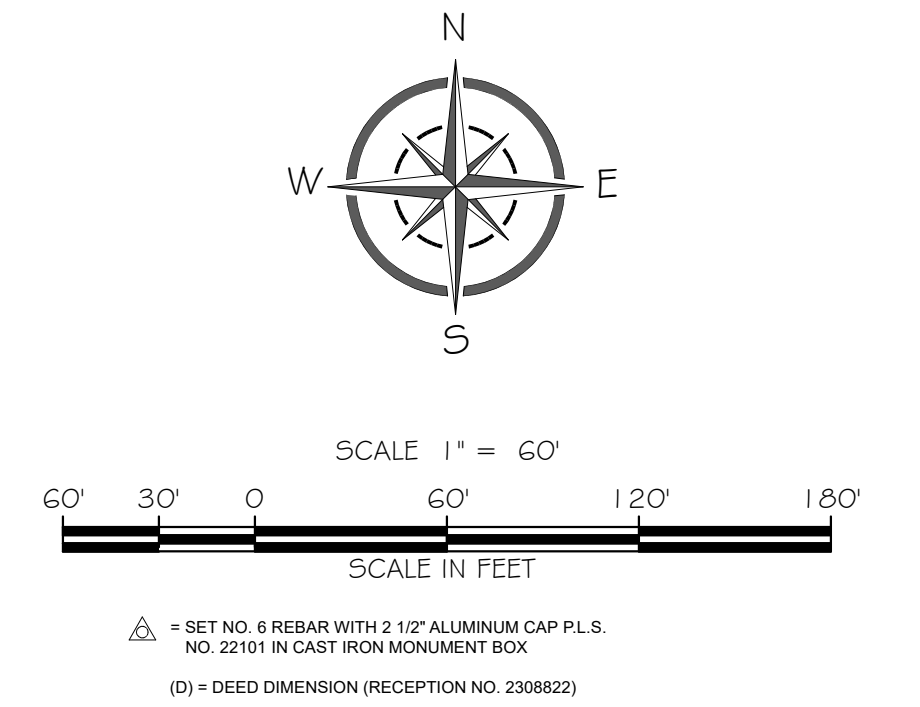
Cardinal Points
Surveying Inc.

(719) 253-0874 · (719) 253-0875 fax 4601 Eagleledge Place, Suite 110
Pueblo, Colorado 81008



BELMONT PLACE FILING NO. 1

THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH,
RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.

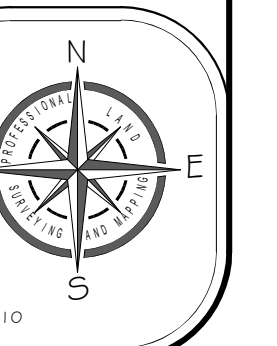


NO.	DATE	REVISIONS (COMMENTS)	CHECKED
1	12-12-23	NOV 7, 2023 CITY COMMENTS	RGR
2	1-3-24	JAN 2, 2024 CITY COMMENTS	RGR

SHEET: 5 OF 5
DATE: 10-11-2023
SCALE: 1" = 60'

PROJECT: GAGUANO ENG/BHVI BELMONT PLACE, LLC
DESCRIPTION: BELMONT PLACE FILING NO. 1
FIELD: SB
DRAWN: RMS
CHECKED: RGR
JOB NUMBER: 2019-548
FILE NAME: 2019-548 SUB BELMONT PLACE FILING
REF. JOB NO.

Cardinal Points
Surveying Inc.
(719) 253-0874 • (719) 253-0876 fax 4601 Eaglebridge Place, Suite 110
Pueblo, Colorado 81008



BELMONT PLACE FILING NO. 1

THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.

KNOW ALL MEN BY THESE PRESENTS: THAT BHUVI BELMONT PLACE LLC, A COLORADO LIMITED LIABILITY COMPANY BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

THE WEST 1/2 OF THE SOUTHWEST 1/4 AND THAT PORTION OF THE WEST 1/2 OF THE NORTHWEST 1/4 IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO. 47, COUNTY OF PUEBLO, STATE OF COLORADO.

SAID PARCELS CONTAINS 113.26 ACRES MORE OR LESS, (4,933.639 S.F. MORE OR LESS).

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND PARCELS AND HAS SHOWN HEREON CERTAIN EASEMENTS FOR DRAINAGE, PUBLIC UTILITY AND SANITARY SEWER AND THE SAME TO BE NUMBERED, PLATTED, SUBDIVIDED, DIMENSIONED, AND NAMED AS SHOWN ON THE ANNEXED PLAT, FOR THE PURPOSE OF CREATING A SUBDIVISION TO BE KNOWN AS BELMONT PLACE FILING NO. 1. PARCELS A THROUGH D ARE HEREBY RESERVED AS DRAINAGE EASEMENTS FOR FUTURE DEVELOPMENT AND ARE NON BUILDABLE PARCELS WITHIN FILING NO. 1.

ALL ROADWAYS, EASEMENTS FOR DRAINAGE, ALL PUBLIC UTILITIES AND PARCELS A THROUGH D FOR THE PURPOSE OF DETENTION SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL USE.

DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNER(S) OF ALL LOTS WITHIN THE SUBDIVISION. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NOT THE OBLIGATION IN ITS DESCRIPTION OT MAINTAIN, REPAIR OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FORM SAID OWNER(S). ALL DRAINAGE EASEMENTS SHALL BE FURTHER SUBJECT TO A STORMWATER FACILITY MAINTENANCE AGREEMENT FOR EACH LOT DATED _____ AND FILED CONTEMPORANEOUSLY WITH THE ANNEXED PLAT.

PUBLIC UTILITY EASEMENTS AND DRAINAGE EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC.

EACH COMMERCIAL LOT SHALL HAVE ITS OWN DETENTION AND WATER QUALITY FACILITIES WHICH SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNER(S) OF THE LOTS UPON WHICH THE FACILITIES ARE LOCATED. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NO THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FROM SAID OWNER(S).

DRAINAGE DETENTION, AND WATER QUALITY FACILITIES SHALL BE DESIGNED AND INSTALLED AT THE TIME OF SITE DEVELOPMENT AND/OR DEVELOPMENT INCLUDING AN O & M MANUAL FOR EACH DRAINAGE FACILITY.

A FORMAL ENVIRONMENTAL ASSESSMENT FOR THIS SUBDIVISION HAS NOT BEEN PERFORMED; HOWEVER, TO THE BEST OF THE UNDERSIGNED OWNER'S KNOWLEDGE, INFORMATION, AND BELIEF, THERE ARE NO KNOWN HAZARDOUS SUBSTANCES PRESENT WITHIN THIS SUBDIVISION.

IN WITNESS WHEREOF THE FOLLOWING HAVE SET THEIR HAND:

BHUVI BELMONT PLACE LLC, DATE
A COLORADO LIMITED LIABILITY COMPANY
BY: MADHUSUDHAN KOPPARAPU, MANAGING DIRECTOR

STATE OF COLORADO)
J.S.S.
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY
OF _____, 2024 BY MADHUSUDHAN KOPPARAPU, MANAGING DIRECTOR OF BHUVI
BELMONT PLACE LLC, A COLORADO LIMITED LIABILITY COMPANY.

_____, MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

IMPROVEMENTS CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. 4 OF TITLE 12-4.7 (J) (1) AND SECTION 12-4.5(B), OF THE 1971 CODE OF ORDINANCES, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____, DATE
DIRECTOR OF PUBLIC WORKS

APPROVAL FOR RECORDING:

APPROVED BY THE CITY COUNCIL OF PUEBLO, COLORADO, BY _____ THIS IS TO CERTIFY THAT THE PLAT OF BELMONT
PLACE, HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK
AND RECORDER OF PUEBLO COUNTY, COLORADO.

_____, DATE
CITY CLERK

LAND SURVEYOR'S CERTIFICATION:

I, RANDY G. REEVES, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, HEREBY CERTIFY TO BHUVI BELMONT PLACE LLC, A COLORADO LIMITED LIABILITY COMPANY, DO HEREBY STATE THAT A SURVEY OF THE ABOVE DESCRIBED PREMISES WAS CONDUCTED AND THIS PLAT OF BELMONT PLACE WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE IN MARCH, 2022 AND IS BASED ON MY PROFESSIONAL LAND SURVEYING KNOWLEDGE, INFORMATION, AND BELIEF AND IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE. I FURTHER STATE THAT THIS IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

_____, DATE
RANDY G. REEVES
PROFESSIONAL LAND SURVEYOR NO. 22101

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO, DOES NOT CONSTITUTE AN ACCEPTANCE OF DEDICATED PUBLIC ROADS PARK, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH 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, PARK AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNERS OF THE LAND WITHIN THIS SUBDIVISION, ET;

NOTES:

1.) A SEARCH FOR RECORDED RIGHTS OF WAY AND EASEMENTS WAS DONE BY LAND TITLE GUARANTEE COMPANY, ORDER NO. RND35065761, POLICY NO. PIB35065761.25646061 WITH AN EFFECTIVE DATE OF SEPTEMBER 23, 2023 AT 5:00 P.M.

2.) BEARINGS BASED ON THE COLORADO STATE PLANE COORDINATE SYSTEM OF 1983 (1992) SOUTH ZONE, ESTABLISHED ON THE LINE BETWEEN PUEBLO COUNTY GPS CONTROL MONUMENT NO. 1, TO PUEBLO COUNTY GPS CONTROL MONUMENT NO. 5, MONUMENTED AT EACH END WITH A 30" X 1 1/2" ALUMINUM MONUMENT P.L.S. NO. 16128, TO BEAR S 20° 36' 08" W.

3.) DISTANCES SHOWN HEREON, EXCEPT AS NOTED, ARE GROUND DISTANCES. THE COMBINATION FACTOR FOR THIS PLAT IS 1.000247878. THE GROUND DISTANCE WHEN DIVIDED BY THE COMBINATION FACTOR WILL PROVIDE THE GRID DISTANCE AND THE GROUND COORDINATES WHEN DIVIDED BY THE COMBINATION FACTOR WILL PROVIDE THE GRID COORDINATES BASED ON THE COLORADO STATE PLANE COORDINATE SYSTEM OF 1983 (1992) SOUTH ZONE ON THE NORTH AMERICAN DATUM OF 1983. THE GPS CONTROL MONUMENTS USED USED FOR THIS SURVEY ARE 1 AND 5.

4.) ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.

5.) PARCELS A THROUGH D ARE RESERVED AS DRAINAGE EASEMENTS AND AT THIS TIME ARE NOT BUILDABLE SITES. THESE PARCELS WILL BECOME BUILDABLE SITES IN FUTURE FILINGS OF BELMONT PLACE.

PROPERTY MAY BE SUBJECT TO:

1. EXISTING LEASES AND TENANCIES, IF ANY.

2. EASEMENT GRANTED TO STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, BY INSTRUMENT RECORDED OCTOBER 11, 1977, IN BOOK 1905 AT PAGE 816. (LOCATED ON NORTH SIDE HIGHWAY NO. 47, DOES NOT AFFECT SUBJECT PROPERTY)

3. EACH AND EVERY RIGHT OR RIGHTS OF ACCESS TO AND FROM ANY PART OF THE RIGHT OF WAY OF COLORADO STATE HIGHWAY NO. 47, AS GRANTED TO THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO IN INSTRUMENT RECORDED OCTOBER 11, 1977 IN BOOK 1905 AT PAGE 823. (CONVEYS THE RIGHT TO ACCESS HIGHWAY NO. 47, AFFECTS SUBJECT PROPERTY)

4. AN EASEMENT FOR ROAD RESERVED UNTO RICHARD F. LEACH, HIS HEIRS AND ASSIGNS, AS DISCLOSED IN DEED RECORDED NOVEMBER 6, 1986 IN BOOK 2315 AT PAGE 57. (CONVEYS PROPERTY TO OTERO SAVINGS & LOAN EXCEPT CDOT RIGHT-OF-WAY AND EASEMENT)

5. RIGHT OF WAY EASEMENT FOR SANITARY SEWER AND MAINTENANCE ROAD, AS GRANTED TO PUEBLO, A MUNICIPAL CORPORATION IN INSTRUMENT RECORDED JANUARY 11, 1991, IN BOOK 2528 AT PAGE 153. (EASEMENT 1 AFFECTS SUBJECT PROPERTY, EASEMENT 2 NORTH OF HIGHWAY NO. 47, DOES NOT AFFECT SUBJECT PROPERTY AND EASEMENT 3 WITHIN TROY AVENUE, NORTH OF HIGHWAY NO. 47 AND DOES NOT AFFECT SUBJECT PROPERTY)

6. RIGHT OF WAY EASEMENT FOR SANITARY SEWER AS GRANTED TO PUEBLO, A MUNICIPAL CORPORATION IN INSTRUMENT RECORDED APRIL 04, 2002 UNDER RECEPTION NO. 1433368. (AFFECTS SUBJECT PROPERTY)

7. RIGHT OF WAY EASEMENT FOR SANITARY SEWER AS GRANTED TO PUEBLO, A MUNICIPAL CORPORATION IN INSTRUMENT RECORDED NOVEMBER 06, 2002 UNDER RECEPTION NO. 1468269. (AFFECTS SUBJECT PROPERTY)

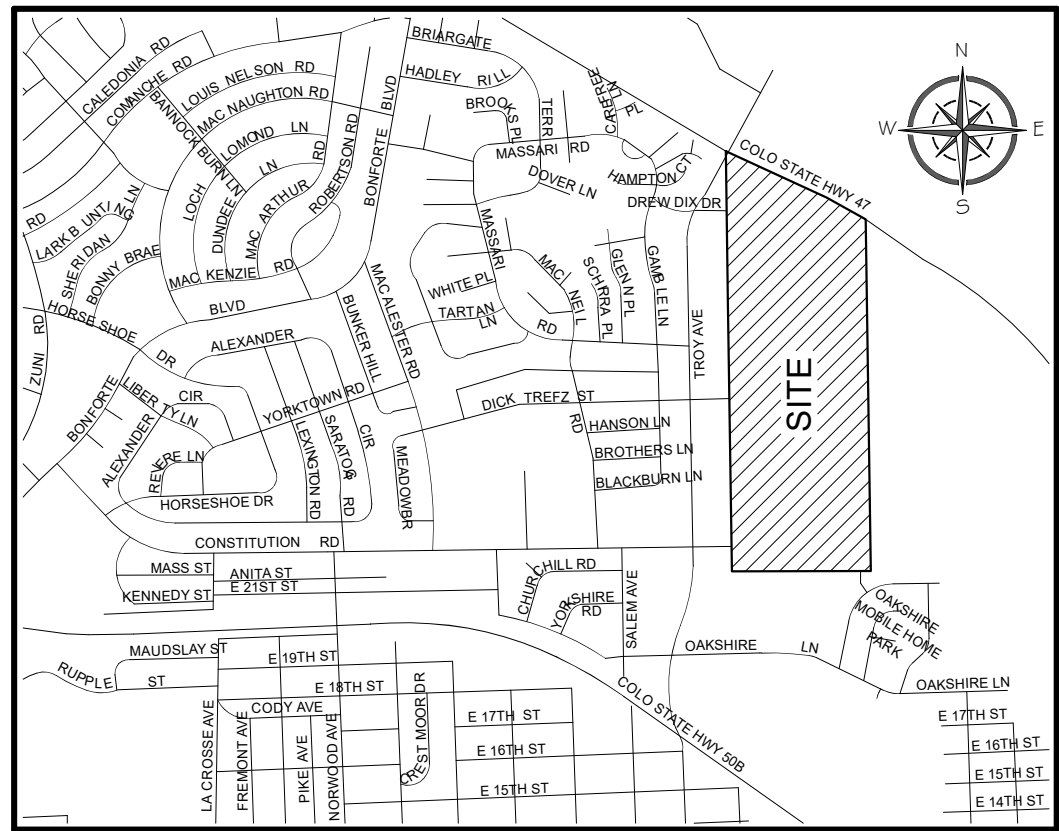
8. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE PUEBLO CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 01, 2007, UNDER RECEPTION NO. 1736292 AND RECORDED FEBRUARY 15, 2013 UNDER RECEPTION NO. 1934215 AND PUEBLO CONSERVANCY DISTRICT MAP RECORDED DECEMBER 11, 2009 UNDER RECEPTION NO. 1826096. (NOT SURVEY RELATED)

9. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BELMONT PLACE 1ST AMENDMENT DEVELOPMENT GUIDE RECORDED JANUARY 06, 2009 UNDER RECEPTION NO. 1792273. AMENDED DEVELOPMENT GUIDE RECORDED AUGUST 12, 2021 UNDER RECEPTION NO. 2239101 AND RECORDED FEBRUARY 28, 2023 UNDER RECEPTION NO. 2305546. (APPLIES AS APPLICABLE)

10. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN AMENDED AND RESTATED GAS EASEMENT RECORDED APRIL 04, 2023 UNDER RECEPTION NO. 2308822. (SHOWN HEREON)

11. LIEN EVIDENCED BY STATEMENT OF LIEN IN THE AMOUNT OF \$415.70 RECORDED JUNE 20, 2023, UNDER RECEPTION NO. 2315909. (NOT SURVEY RELATED)

NOTICE:
ACCORDING TO C.R.S. 13-80-105, 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 CERTIFICATE SHOWN HEREON.

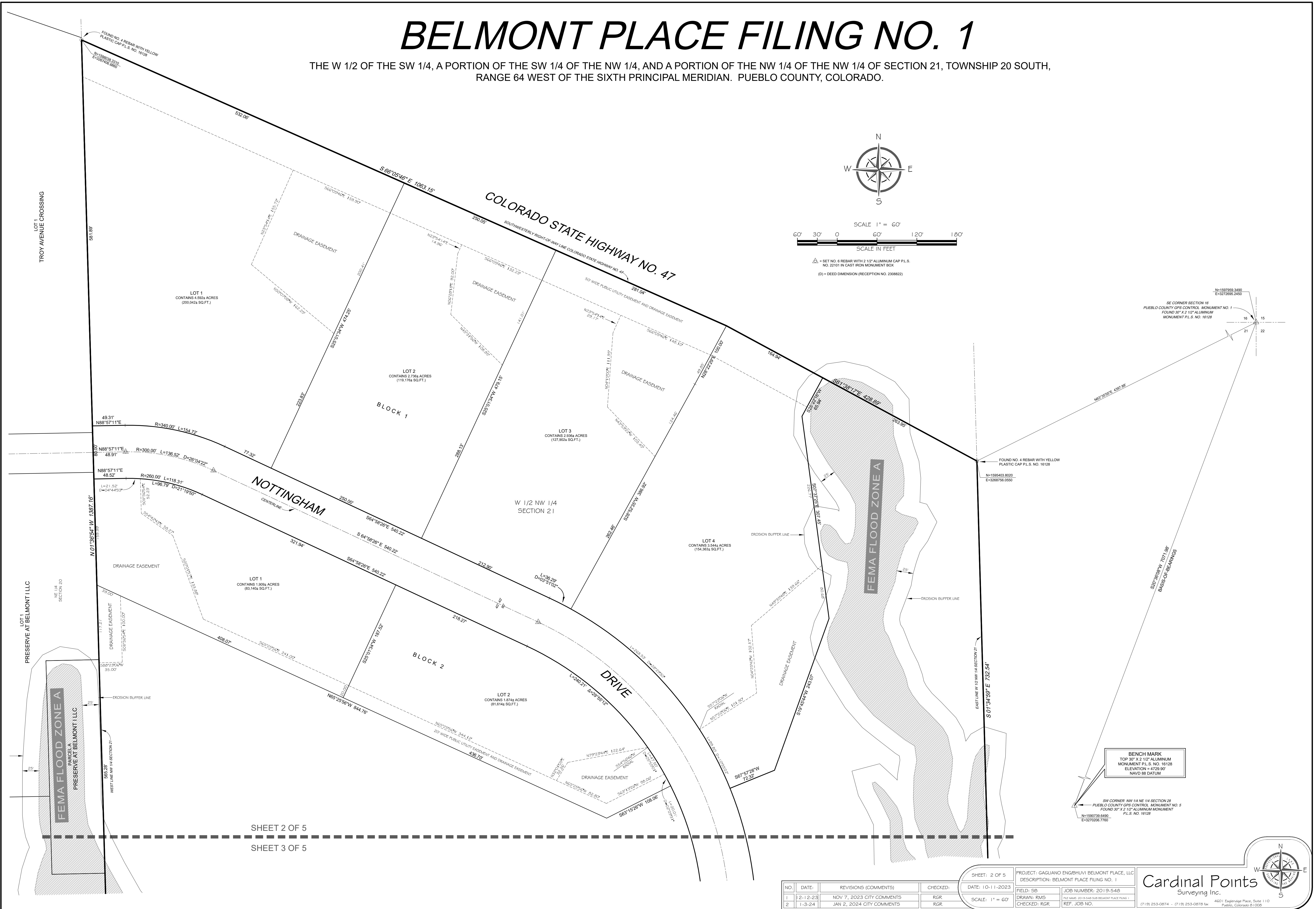


VICINITY MAP

include this paragraph to this statement for the correct existing sanitary sewer alignment easements, "WITH RESPECT TO ALL EASEMENTS FOR CITY UTILITIES, INCLUDING BUT NOT LIMITED TO, SANITARY AND STORM WATER SERVICES AND WHETHER DESIGNATED AS A DRAINAGE EASEMENT, PUBLIC UTILITY EASEMENT OR OTHERWISE HEREON, THE CITY OF PUEBLO SHALL HAVE THE RIGHT, WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE CONSENT OR PERMISSION OF ANYONE, TO REMOVE ANY BUILDING, FENCE, TREE, STREET OR OTHER IMPROVEMENT OR GROWTH LOCATED UPON SUCH EASEMENT THAT MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, INSPECTION OR REMOVAL OF ALL OR ANY PARTS OF SAID CITY UTILITIES AND TO RECOVER THE COSTS THEREOF, PLUS AN ADMINISTRATIVE CHARGE OF 15% FROM SAID OWNER(S)"

BELMONT PLACE FILING NO. 1

THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.



SHEET: 2 OF 5		PROJECT: GAGIANO ENG/HUVI BELMONT PLACE, LLC	
DESCRIPTION: BELMONT PLACE FILING NO. 1		DATE: 10-11-2023	
FIELD: SB		JOB NUMBER: 2019-546	
DRAWN: RMS		CHECKED: RGR	
SCALE: 1" = 60'		REF. JOB NO.	

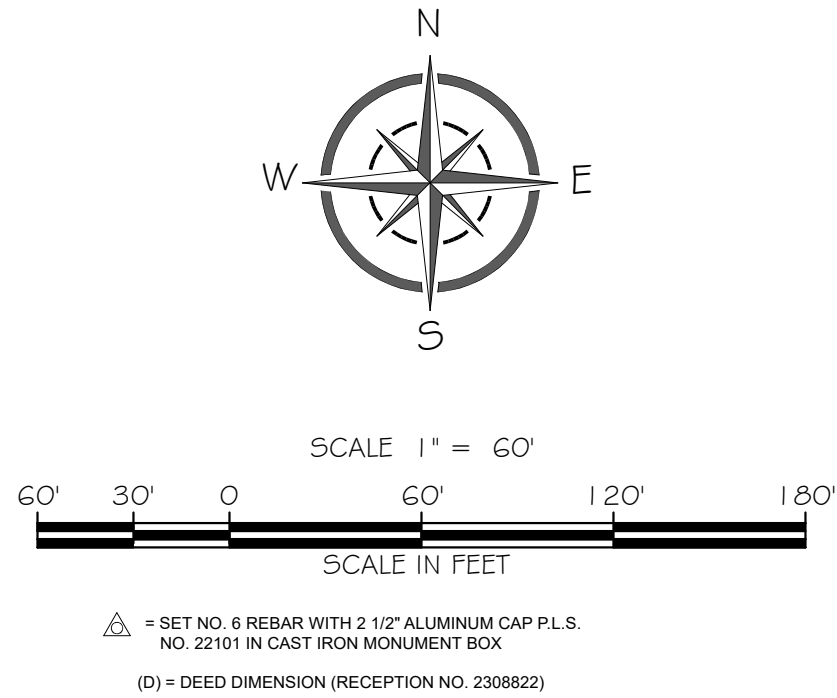
Cardinal Points
Surveying Inc.

FILE NAME: 2019-546-001 BELMONT PLACE FILING 1	REF. JOB NO.
--	--------------

(719) 253-0874 • (719) 253-0878 fax 4601 Espinosa Place, Suite 110
Pueblo, Colorado 81009

BELMONT PLACE FILING NO. 1

THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.

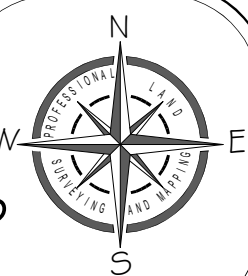


NO.	DATE	REVISIONS (COMMENTS)	CHECKED
1	12-12-23	NOV 7, 2023 CITY COMMENTS	RGR
2	1-3-24	JAN 2, 2024 CITY COMMENTS	RGR

SHEET: 3 OF 5	PROJECT: GAGLIANO ENG/BHUVI BELMONT PLACE, LLC
DATE: 10-11-2023	DESCRIPTION: BELMONT PLACE FILING NO. 1
SCALE: 1" = 60'	FIELD: SB
	DRAWN: RMS
	CHECKED: RGR
	JOB NUMBER: 2019-548
	FILE NAME: 2019-548 SUB BELMONT PLACE FILING
	REF. JOB NO.

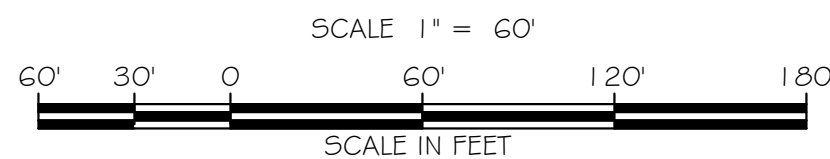
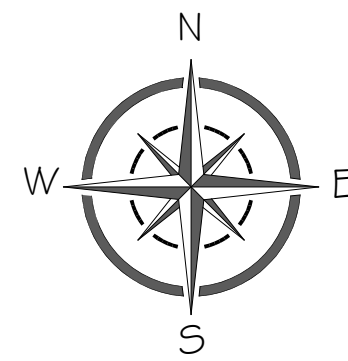
Cardinal Points
Surveying Inc.

(719) 253-0874 - (719) 253-0876 fax 44021 Englewood Place, Suite 110
Pueblo, Colorado 81008

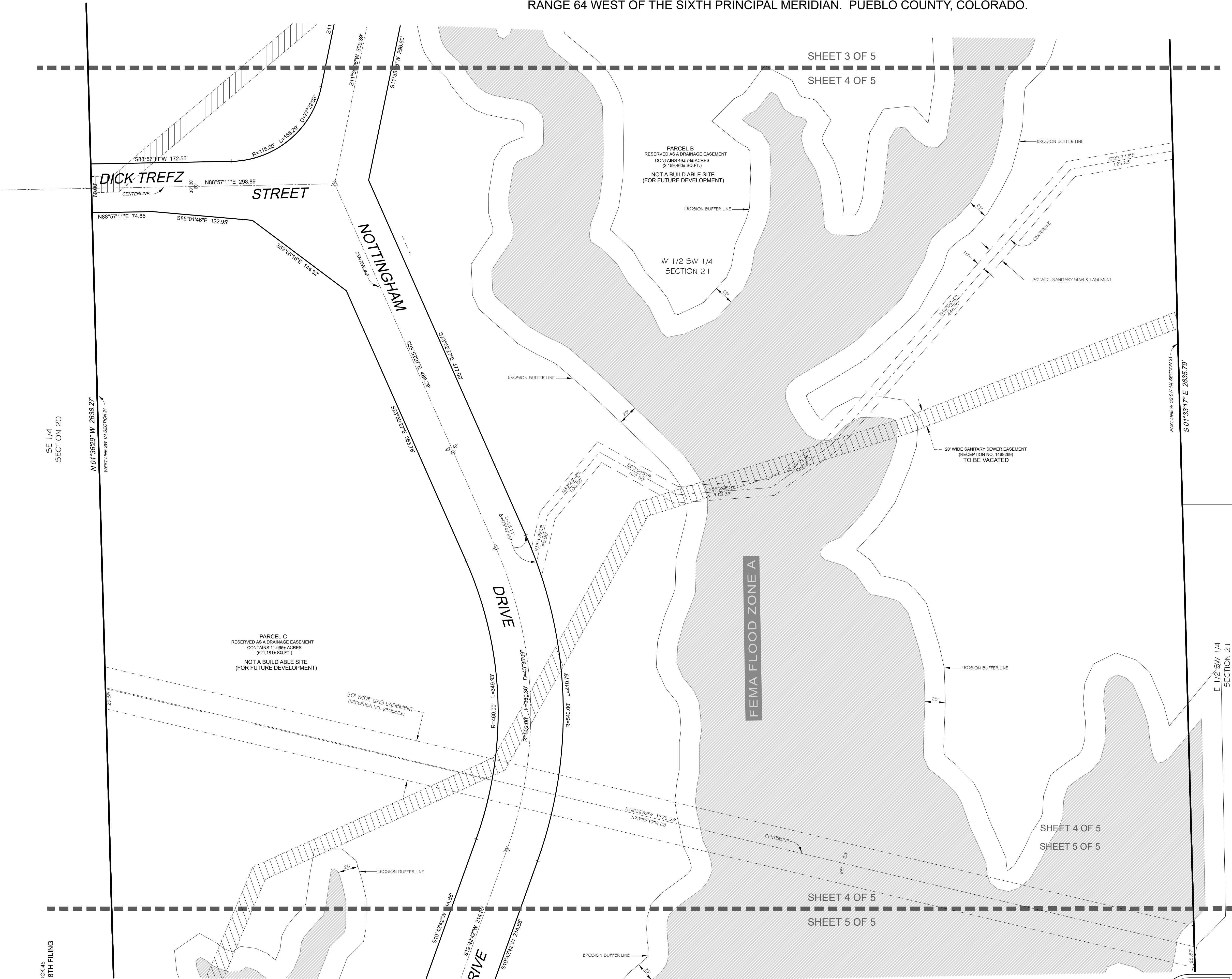


BELMONT PLACE FILING NO. 1

THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.



△ = SET NO. 6 REBAR WITH 2 1/2" ALUMINUM CAP P.L.S.
NO. 22101 IN CAST IRON MONUMENT BOX
(D) = DEED DIMENSION (RECEPTION NO. 2308822)



CK 45
8TH FILING

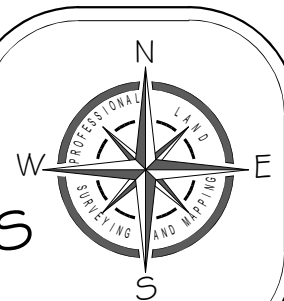
NO.	DATE	REVISIONS (COMMENTS)	CHECKED
1	12-12-23	NOV 7, 2023 CITY COMMENTS	RGR
2	1-3-24	JAN 2, 2024 CITY COMMENTS	RGR

SHEET: 4 OF 5
DATE: 10-11-2023
SCALE: 1" = 60'

PROJECT: GAGUANO ENG/HUVI BELMONT PLACE, LLC DESCRIPTION: BELMONT PLACE FILING NO. 1	
FIELD: SB	JOB NUMBER: 2019-548
DRAWN: RMS	FILE NAME: 2019-548-BLR-BELMONT PLACE FILING
CHECKED: RGR	REF. JOB NO.

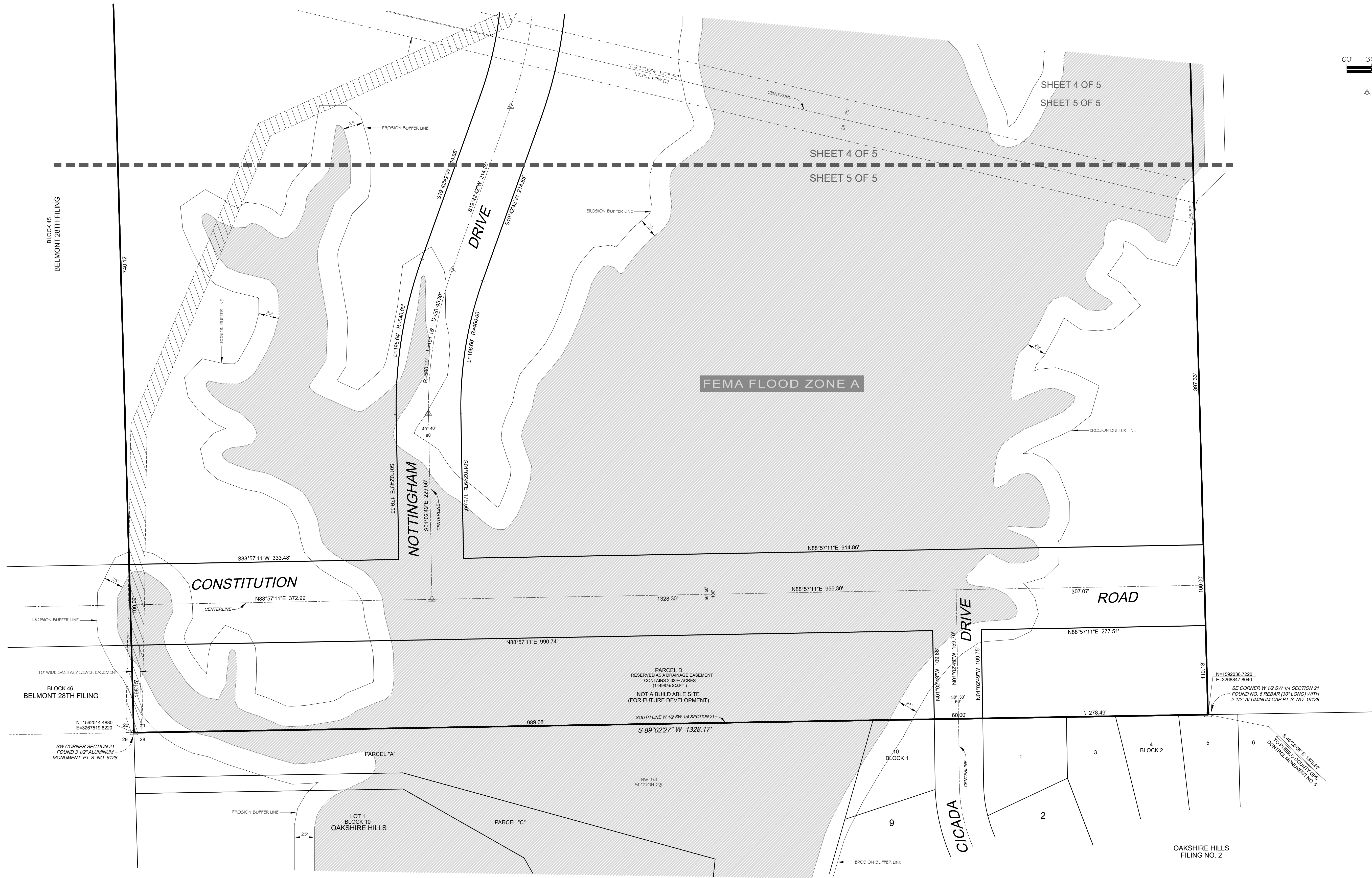
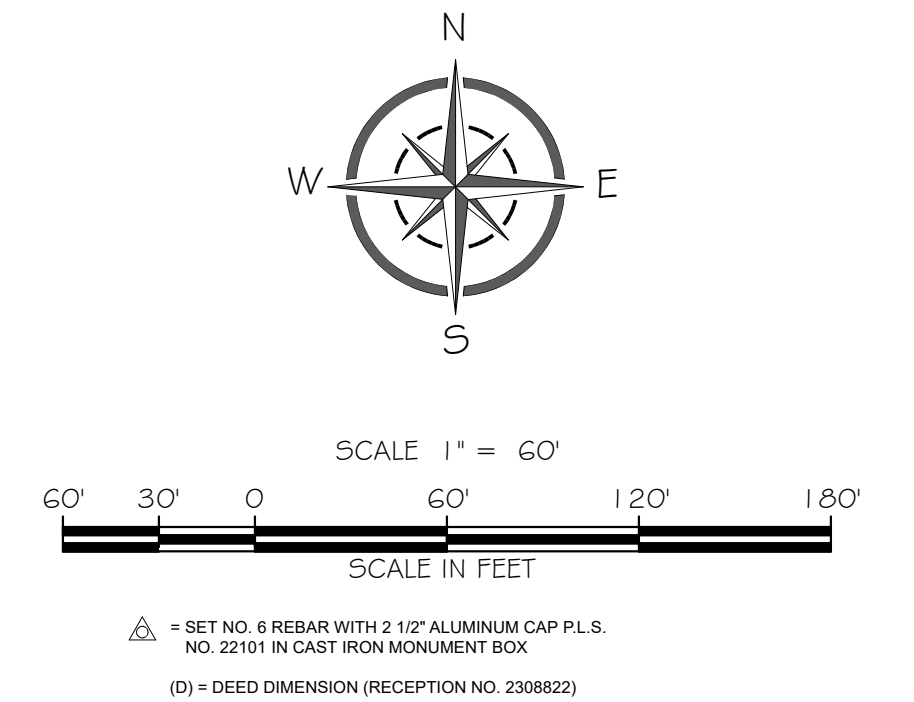
Cardinal Points
Surveying Inc.

(719) 253-0874 • (719) 253-0875 fax 4601 Eagleledge Place, Suite 110
Pueblo, Colorado 81008



BELMONT PLACE FILING NO. 1

THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH,
RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.



NO.	DATE	REVISIONS (COMMENTS)	CHECKED	DATE
1	12-12-23	NOV 7, 2023 CITY COMMENTS	RGR	10-11-2023
2	1-3-24	JAN 2, 2024 CITY COMMENTS	RGR	

SHEET: 5 OF 5	PROJECT: GAGUANO ENG/BHUVI BELMONT PLACE, LLC
DATE: 10-11-2023	DESCRIPTION: BELMONT PLACE FILING NO. 1
SCALE: 1" = 60'	FIELD: SB
	DRAWN: RMS
	CHECKED: RGR
	JOB NUMBER: 2019-548
	FILE NAME: 2019-548 SUB BELMONT PLACE FILING
	REF. JOB NO.

Cardinal Points
Surveying Inc.

(719) 253-0874 · (719) 253-0875 fax 4601 Eaglewing Place, Suite 110
Pueblo, Colorado 81008

BELMONT PLACE FILING NO. 1

THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.

KNOW ALL MEN BY THESE PRESENTS: THAT BHUVI BELMONT PLACE LLC, A COLORADO LIMITED LIABILITY COMPANY BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

THE WEST 1/2 OF THE SOUTHWEST 1/4 AND THAT PORTION OF THE WEST 1/2 OF THE NORTHWEST 1/4 IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO. 47, COUNTY OF PUEBLO, STATE OF COLORADO.

SAID PARCELS CONTAINS 113.26 ACRES MORE OR LESS, (4,933,639 S.F. MORE OR LESS).

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND PARCELS AND HAS SHOWN HEREON CERTAIN EASEMENTS FOR DRAINAGE, PUBLIC UTILITY AND SANITARY SEWER AND THE SAME TO BE NUMBERED, PLATTED, SUBDIVIDED, DIMENSIONED, AND NAMED AS SHOWN ON THE ANNEXED PLAT, FOR THE PURPOSE OF CREATING A SUBDIVISION TO BE KNOWN AS BELMONT PLACE FILING NO. 1. PARCELS A THROUGH D ARE HERBY RESERVED AS DRAINAGE EASEMENTS FOR FUTURE DEVELOPMENT AND ARE NON BUILDABLE PARCELS WITHIN FILING NO. 1.

ALL ROADWAYS, EASEMENTS FOR DRAINAGE, ALL PUBLIC UTILITIES AND PARCELS A THROUGH D FOR THE PURPOSE OF DETENTION SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL USE.

DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNER(S) OF ALL LOTS WITHIN THE SUBDIVISION. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NOT THE OBLIGATION IN ITS DESCRIPTION TO MAINTAIN, REPAIR OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FORM SAID OWNER(S). ALL DRAINAGE EASEMENTS SHALL BE FURTHER SUBJECT TO A STORMWATER FACILITY MAINTENANCE AGREEMENT FOR EACH LOT DATED _____ AND FILED CONTEMPORANEOUSLY WITH THE ANNEXED PLAT.

PUBLIC UTILITY EASEMENTS AND DRAINAGE EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC.

EACH COMMERCIAL LOT SHALL HAVE ITS OWN DETENTION AND WATER QUALITY FACILITIES WHICH SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNER(S) OF THE LOTS UPON WHICH THE FACILITIES ARE LOCATED. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NO THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FROM SAID OWNER(S).

DRAINAGE DETENTION, AND WATER QUALITY FACILITIES SHALL BE DESIGNED AND INSTALLED AT THE TIME OF SITE DEVELOPMENT AND/OR DEVELOPMENT INCLUDING AN O & M MANUAL FOR EACH DRAINAGE FACILITY.

A FORMAL ENVIRONMENTAL ASSESSMENT FOR THIS SUBDIVISION HAS NOT BEEN PERFORMED; HOWEVER, TO THE BEST OF THE UNDERSIGNED OWNER'S KNOWLEDGE, INFORMATION, AND BELIEF, THERE ARE NO KNOWN HAZARDOUS SUBSTANCES PRESENT WITHIN THIS SUBDIVISION.

IN WITNESS WHEREOF THE FOLLOWING HAVE SET THEIR HAND:

BHUVI BELMONT PLACE LLC, DATE
A COLORADO LIMITED LIABILITY COMPANY
BY: MADHUSUDHAN KOPPARAPU, MANAGING DIRECTOR

STATE OF COLORADO)
) S.S.
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2024 BY MADHUSUDHAN KOPPARAPU, MANAGING DIRECTOR OF BHUVI BELMONT PLACE LLC, A COLORADO LIMITED LIABILITY COMPANY.

_____, MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

IMPROVEMENTS CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. 4 OF TITLE 12-4.7 (J) (1) AND SECTION 12-4.5(B), OF THE 1971 CODE OF ORDINANCES, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____, DATE
DIRECTOR OF PUBLIC WORKS

APPROVAL FOR RECORDING:

APPROVED BY THE CITY COUNCIL OF PUEBLO, COLORADO, BY _____, THIS IS TO CERTIFY THAT THE PLAT OF BELMONT PLACE, HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

_____, DATE
CITY CLERK

LAND SURVEYOR'S CERTIFICATION:

I, **RANDY G. REEVES**, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, HEREBY CERTIFY TO BHUVI BELMONT PLACE LLC, A COLORADO LIMITED LIABILITY COMPANY, DO HEREBY STATE THAT A SURVEY OF THE ABOVE DESCRIBED PREMISES WAS CONDUCTED AND THIS PLAT OF BELMONT PLACE WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE IN MARCH, 2022 AND IS BASED ON MY PROFESSIONAL LAND SURVEYING KNOWLEDGE, INFORMATION, AND BELIEF AND IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE. I FURTHER STATE THAT THIS IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

_____, DATE
RANDY G. REEVES
PROFESSIONAL LAND SURVEYOR NO. 22101

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO, DOES NOT CONSTITUTE AN ACCEPTANCE OF DEDICATED PUBLIC ROADS PARK, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH 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, PARK AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNERS OF THE LAND WITHIN THIS SUBDIVISION, ET;

NOTES:

1.) A SEARCH FOR RECORDED RIGHTS OF WAY AND EASEMENTS WAS DONE BY LAND TITLE GUARANTEE COMPANY, ORDER NO. RND35065761, POLICY NO. PIB35065761.25646061 WITH AN EFFECTIVE DATE OF SEPTEMBER 23, 2023 AT 5:00 P.M.

2.) BEARINGS BASED ON THE COLORADO STATE PLANE COORDINATE SYSTEM OF 1983 (1992) SOUTH ZONE, ESTABLISHED ON THE LINE BETWEEN PUEBLO COUNTY GPS CONTROL MONUMENT NO. 1, TO PUEBLO COUNTY GPS CONTROL MONUMENT NO. 5, MONUMENTED AT EACH END WITH A 30" X 2 1/2" ALUMINUM MONUMENT P.L.S. NO. 16128, TO BEAR S 20° 36' 08" W.

3.) DISTANCES SHOWN HEREON, EXCEPT AS NOTED, ARE GROUND DISTANCES. THE COMBINATION FACTOR FOR THIS PLAT IS 1.000247878. THE GROUND DISTANCE WHEN DIVIDED BY THE COMBINATION FACTOR WILL PROVIDE THE GRID DISTANCE AND THE GROUND COORDINATES WHEN DIVIDED BY THE COMBINATION FACTOR WILL PROVIDE THE GRID COORDINATES BASED ON THE COLORADO STATE PLANE COORDINATE SYSTEM OF 1983 (1992) SOUTH ZONE ON THE NORTH AMERICAN DATUM OF 1983. THE GPS CONTROL MONUMENTS USED USED FOR THIS SURVEY ARE 1 AND 5.

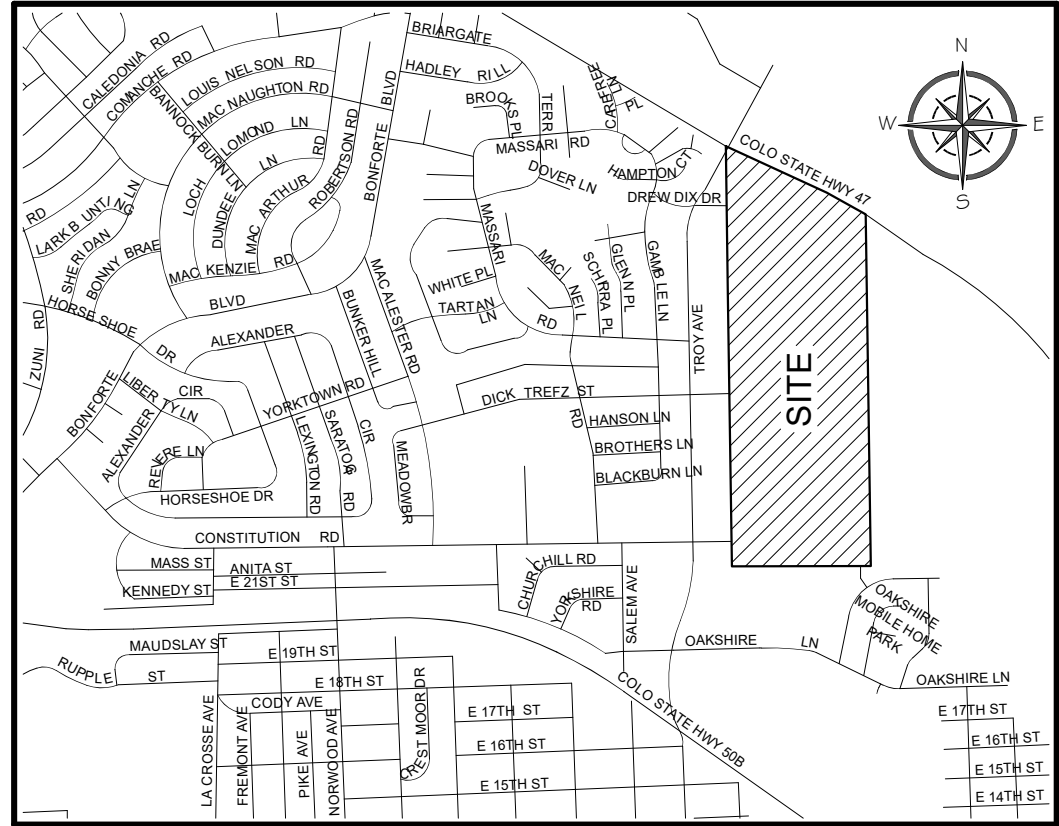
4.) ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.

5.) PARCELS A THROUGH D ARE RESERVED AS DRAINAGE EASEMENTS AND AT THIS TIME ARE NOT BUILDABLE SITES. THESE PARCELS WILL BECOME BUILDABLE SITES IN FUTURE FILINGS OF BELMONT PLACE.

PROPERTY MAY BE SUBJECT TO:

- EXISTING LEASES AND TENANCIES, IF ANY.
- EASEMENT GRANTED TO STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, BY INSTRUMENT RECORDED OCTOBER 11, 1977, IN BOOK 1905 AT PAGE 816. (LOCATED ON NORTH SIDE HIGHWAY NO. 47, DOES NOT AFFECT SUBJECT PROPERTY)
- EACH AND EVERY RIGHT OR RIGHTS OF ACCESS TO AND FROM ANY PART OF THE RIGHT OF WAY OF COLORADO STATE HIGHWAY NO. 47, AS GRANTED TO THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO IN INSTRUMENT RECORDED OCTOBER 11, 1977 IN BOOK 1905 AT PAGE 823. (CONVEYS THE RIGHT TO ACCESS HIGHWAY NO. 47, AFFECTS SUBJECT PROPERTY)
- AN EASEMENT FOR ROAD RESERVED UNTO RICHARD F. LEACH, HIS HEIRS AND ASSIGNS, AS DISCLOSED IN DEED RECORDED NOVEMBER 6, 1986 IN BOOK 2315 AT PAGE 57. (CONVEYS PROPERTY TO OTERO SAVINGS & LOAN EXCEPT CDOT RIGHT-OF-WAY AND EASEMENT)
- RIGHT OF WAY EASEMENT FOR SANITARY SEWER AND MAINTENANCE ROAD, AS GRANTED TO PUEBLO, A MUNICIPAL CORPORATION IN INSTRUMENT RECORDED JANUARY 11, 1991, IN BOOK 2528 AT PAGE 153. (EASEMENT 1 AFFECTS SUBJECT PROPERTY, EASEMENT 2 NORTH OF HIGHWAY NO. 47, DOES NOT AFFECT SUBJECT PROPERTY AND EASEMENT 3 WITHIN TROY AVENUE, NORTH OF HIGHWAY NO. 47 AND DOES NOT AFFECT SUBJECT PROPERTY)
- RIGHT OF WAY EASEMENT FOR SANITARY SEWER AS GRANTED TO PUEBLO, A MUNICIPAL CORPORATION IN INSTRUMENT RECORDED APRIL 04, 2002 UNDER RECEPTION NO. 1433368. (AFFECTS SUBJECT PROPERTY)
- RIGHT OF WAY EASEMENT FOR SANITARY SEWER AS GRANTED TO PUEBLO, A MUNICIPAL CORPORATION IN INSTRUMENT RECORDED NOVEMBER 06, 2002 UNDER RECEPTION NO. 1468269. (AFFECTS SUBJECT PROPERTY)
- ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE PUEBLO CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 01, 2007, UNDER RECEPTION NO. 1736292 AND RECORDED FEBRUARY 15, 2013 UNDER RECEPTION NO. 1934215 AND PUEBLO CONSERVANCY DISTRICT MAP RECORDED DECEMBER 11, 2009 UNDER RECEPTION NO. 1826096. (NOT SURVEY RELATED)
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BELMONT PLACE 1ST AMENDMENT DEVELOPMENT GUIDE RECORDED JANUARY 06, 2009 UNDER RECEPTION NO. 1792273, AMENDED DEVELOPMENT GUIDE RECORDED AUGUST 12, 2021 UNDER RECEPTION NO. 2239101 AND RECORDED FEBRUARY 28, 2023 UNDER RECEPTION NO. 2305546. (APPLIES AS APPLICABLE)
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- LIEN EVIDENCED BY STATEMENT OF LIEN IN THE AMOUNT OF \$415.70 RECORDED JUNE 20, 2023, UNDER RECEPTION NO. 2315909. (NOT SURVEY RELATED)

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ACCORDING TO C.R.S. 13-80-105, 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 CERTIFICATE SHOWN HEREON.



VICINITY MAP

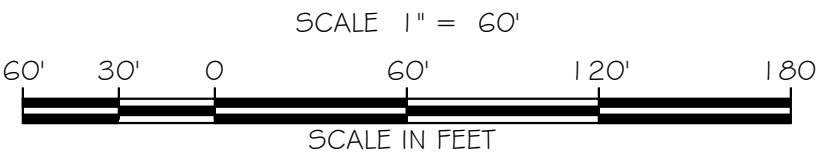
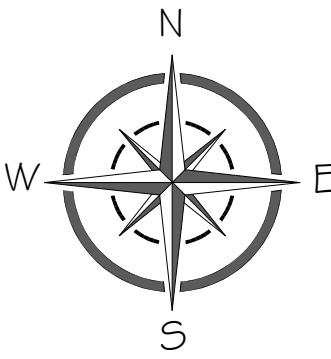
Condition of approval (to be completed before the Part II subdivision is approved.):

I will need a master traffic study (of all phases of Belmont Place) that addresses signal warrants (at Drew Dix & Troy, Dick Trefz & Troy, and Constitution & Troy), roundabout design, lane configurations, turn lanes, access, reverse curves, trip generation, etc. Local residential trips are higher than ITE suggests. Single family trips are 10 per day. See guidelines previously provided for traffic impact studies.

BELMONT PLACE FILING NO. 1

THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.

It is really difficult to see the boundaries of the non-buildable parcels. Try to make it more clear.



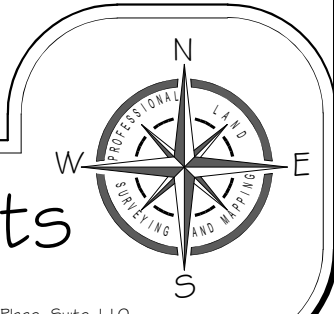
△ = SET NO. 6 REBAR WITH 2 1/2" ALUMINUM CAP P.L.S. NO. 22101 IN CAST IRON MONUMENT BOX
(D) = DEED DIMENSION (RECEPTION NO. 2308822)

SE CORNER SECTION 16
PUEBLO COUNTY GPS CONTROL MONUMENT NO. 1
FOUND 30" X 2 1/2" ALUMINUM MONUMENT P.L.S. NO. 16128

FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP P.L.S. NO. 16128
N=1995403.8020
E=3268756.0550

BENCH MARK
TOP 30" X 2 1/2" ALUMINUM MONUMENT P.L.S. NO. 16128
ELEVATION = 4729.90'
NAVD 88 DATUM

SW CORNER NW 1/4 NE 1/4 SECTION 28
PUEBLO COUNTY GPS CONTROL MONUMENT NO. 5
FOUND 30" X 2 1/2" ALUMINUM MONUMENT P.L.S. NO. 16128
N=1990739.6490
E=3270206.7760



Cardinal Points
Surveying Inc.

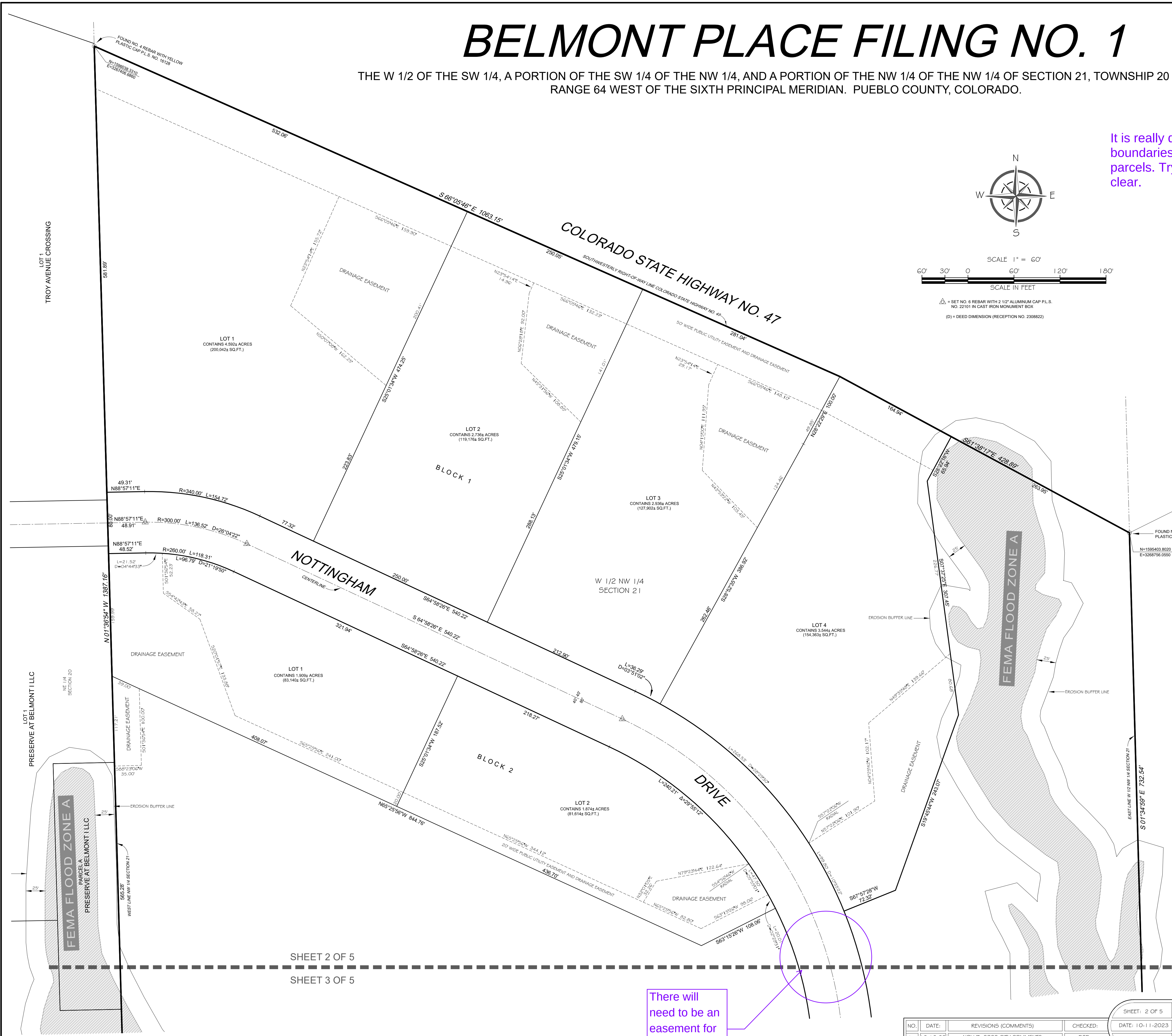
(719) 253-0874 • (719) 253-0878 fax 4601 Espenridge Place, Suite 110
Pueblo, Colorado 81009

NO.		DATE:	REVISIONS (COMMENTS)	CHECKED:	DATE: 10-11-2023
1	2-12-23		NOV 7, 2023 CITY COMMENTS	RGR	SCALE: 1" = 60'
2	1-3-24		JAN 2, 2024 CITY COMMENTS	RGR	

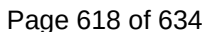
NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:
1	12-12-23	NOV 7, 2023 CITY COMMENTS	RGR
2	1-3-24	JAN 2, 2024 CITY COMMENTS	RGR

There will need to be an easement for a temporary cul-de-sac.

SHEET 2 OF 5
SHEET 3 OF 5

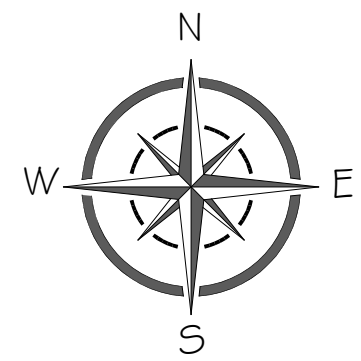


THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.



BELMONT PLACE FILING NO. 1

THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.



SCALE 1" = 60'
SCALE IN FEET
60' 30' 0' 60' 120' 180'

Δ = SET NO. 6 REBAR WITH 2 1/2" ALUMINUM CAP P.L.S.
NO. 22101 IN CAST IRON MONUMENT BOX
(D) = DEED DIMENSION (RECEPTION NO. 2308822)

label as
"non-buildable"

Roundabout ROW and
alignments are subject to
change pending traffic
study and design.

Label as
"non-buildable"

PARCEL B
RESERVED AS A DRAINAGE EASEMENT
CONTAINS 49.574± ACRES
(2,159,481± SQ. FT.)
NOT A BUILDABLE SITE
(FOR FUTURE DEVELOPMENT)

PARCEL C
RESERVED AS A DRAINAGE EASEMENT
CONTAINS 11.955± ACRES
(521,181± SQ. FT.)
NOT A BUILDABLE SITE
(FOR FUTURE DEVELOPMENT)

FEMA FLOOD ZONE A

SHEET 4 OF 5
SHEET 5 OF 5

SHEET 4 OF 5
SHEET 5 OF 5

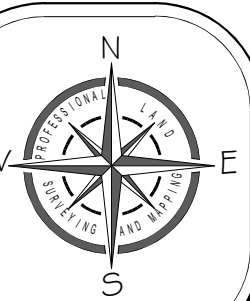
NO.	DATE	REVISIONS (COMMENTS)	CHECKED
1	12-12-23	NOV 7, 2023 CITY COMMENTS	RGR
2	1-3-24	JAN 2, 2024 CITY COMMENTS	RGR

SHEET: 4 OF 5
DATE: 10-11-2023
SCALE: 1" = 60'

PROJECT: GAGLIANO ENG/HU/VI BELMONT PLACE, LLC
DESCRIPTION: BELMONT PLACE FILING NO. 1
FIELD: SB
DRAWN: RMS
CHECKED: RGR
JOB NUMBER: 2019-548
FILE NAME: 2019-548-BELMONT PLACE FILING
REF. JOB NO.

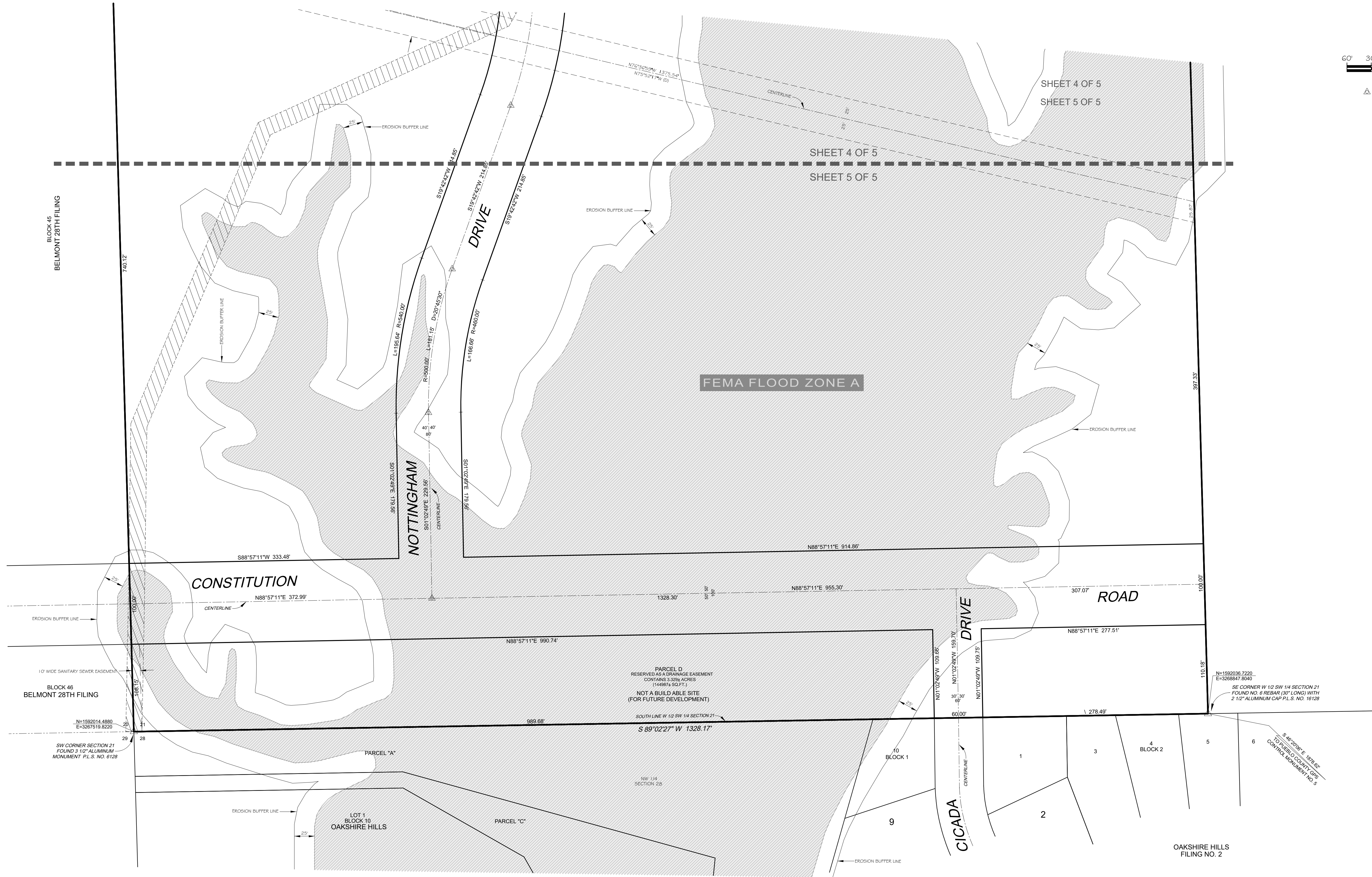
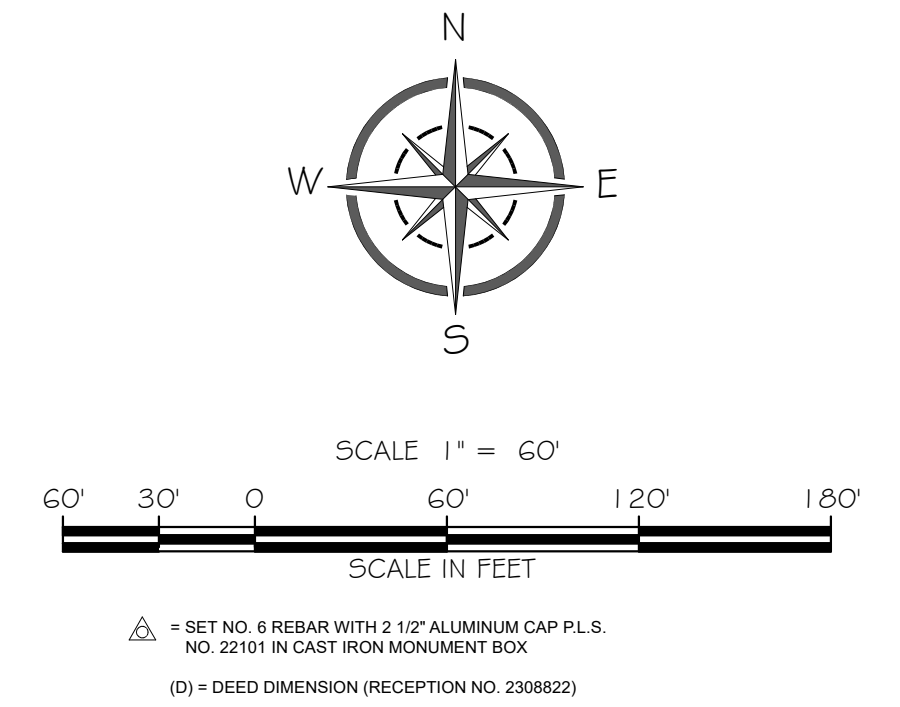
Cardinal Points
Surveying Inc.

(719) 253-0874 • (719) 253-0875 fax 4601 Eagleledge Place, Suite 110
Pueblo, Colorado 81008



BELMONT PLACE FILING NO. 1

THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH,
RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.



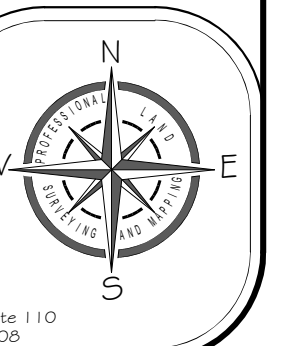
NO.	DATE	REVISIONS (COMMENTS)	CHECKED
1	12-12-23	NOV 7, 2023 CITY COMMENTS	RGR
2	1-3-24	JAN 2, 2024 CITY COMMENTS	RGR

SHEET: 5 OF 5
DATE: 10-11-2023
SCALE: 1" = 60'

PROJECT: GAGIANO ENG/BHVI BELMONT PLACE, LLC DESCRIPTION: BELMONT PLACE FILING NO. 1	
FIELD: SB	JOB NUMBER: 2019-548
DRAWN: RMS	FILE NAME: 2019-548 SUB BELMONT PLACE FILING
CHECKED: RGR	REF. JOB NO.

Cardinal Points
Surveying Inc.

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Pueblo, Colorado 81008



THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21,
TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.

Make sure to add all of the required items per the supplemental map checklist.

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:	DATE: 10-11-2023	DESCRIPTION: BELMONT PLACE HUNG NO. 1 (SUPP MAP)
1	12-12-23	NOV 7, 2023 CITY COMMENTS	RGR	SCALE: NONE	FIELD: JOB NUMBER: 2019-549
2	1-3-24	JAN 2, 2024 CITY COMMENTS	RGR		DRAWN: RMS CHECKED: RGR FILE NAME: 2019-549 PLO-SUB OVERALL OFF 3 REF. JOB NO.

THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.

LEGEND

(S)	= SANITARY SEWER MANHOLE
(ST)	= STORM SEWER MANHOLE

EDGE OF ASPHALT

— X — X — X — X — X —

— SS — SS — SS — SS — SS —

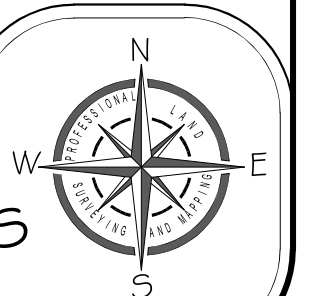
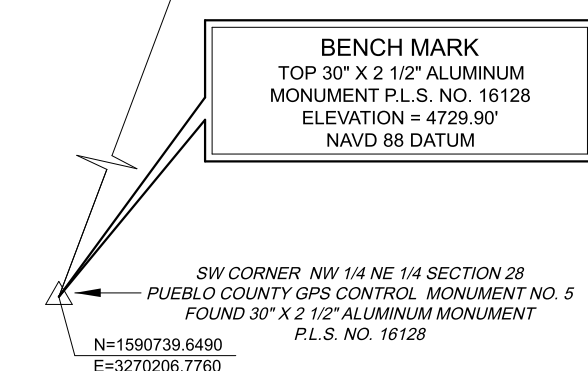
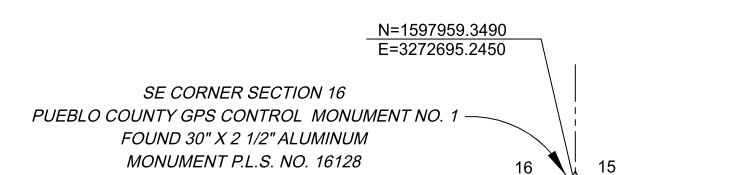
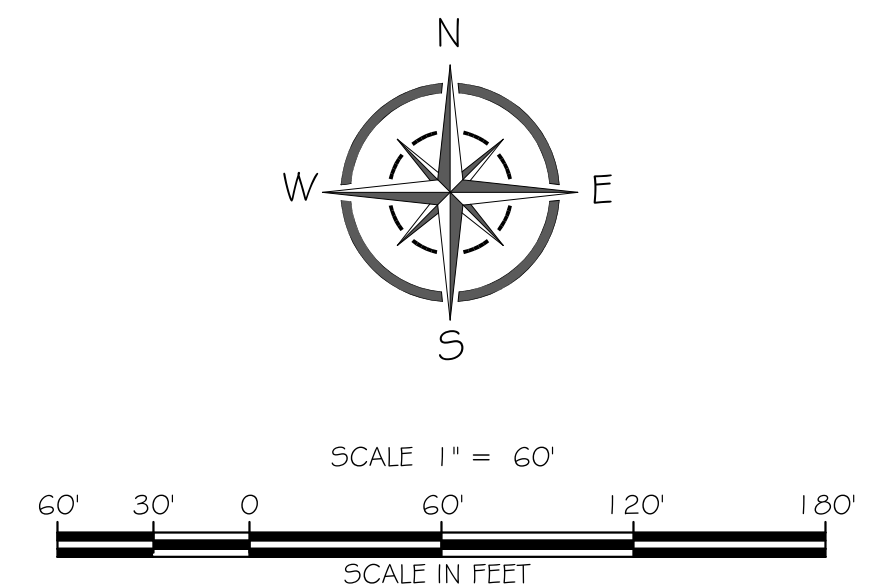
SANITARY SEWER LINE

— GAS — GAS — GAS — GAS —

GAS LINE

— ST — ST — ST —

STORM SEWER LINE



NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:	DATE: 10-11-202
1	12-12-23	NOV 7, 2023 CITY COMMENTS	RGR	SCALE: 1" = 60'
2	1-3-24	JAN 2, 2024 CITY COMMENTS	RGR	

PROJECT: GAGLIANO ENG/BUHVI BELMONT PLACE, LLC	
DESCRIPTION: BELMONT PLACE FILING NO. 1 (SUPP MAP)	
3	
FIELD: SB	JOB NUMBER: 2019-548
DRAWN: RM5	FILE NAME: 2019-548 SUB BELMONT PLACE FILING 1
CHECKED: RGR	REF. JOB NO.

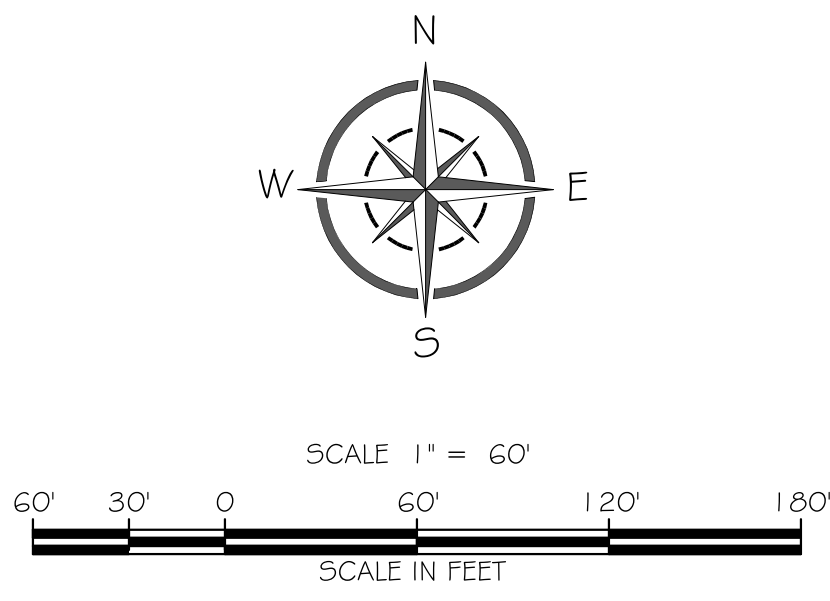
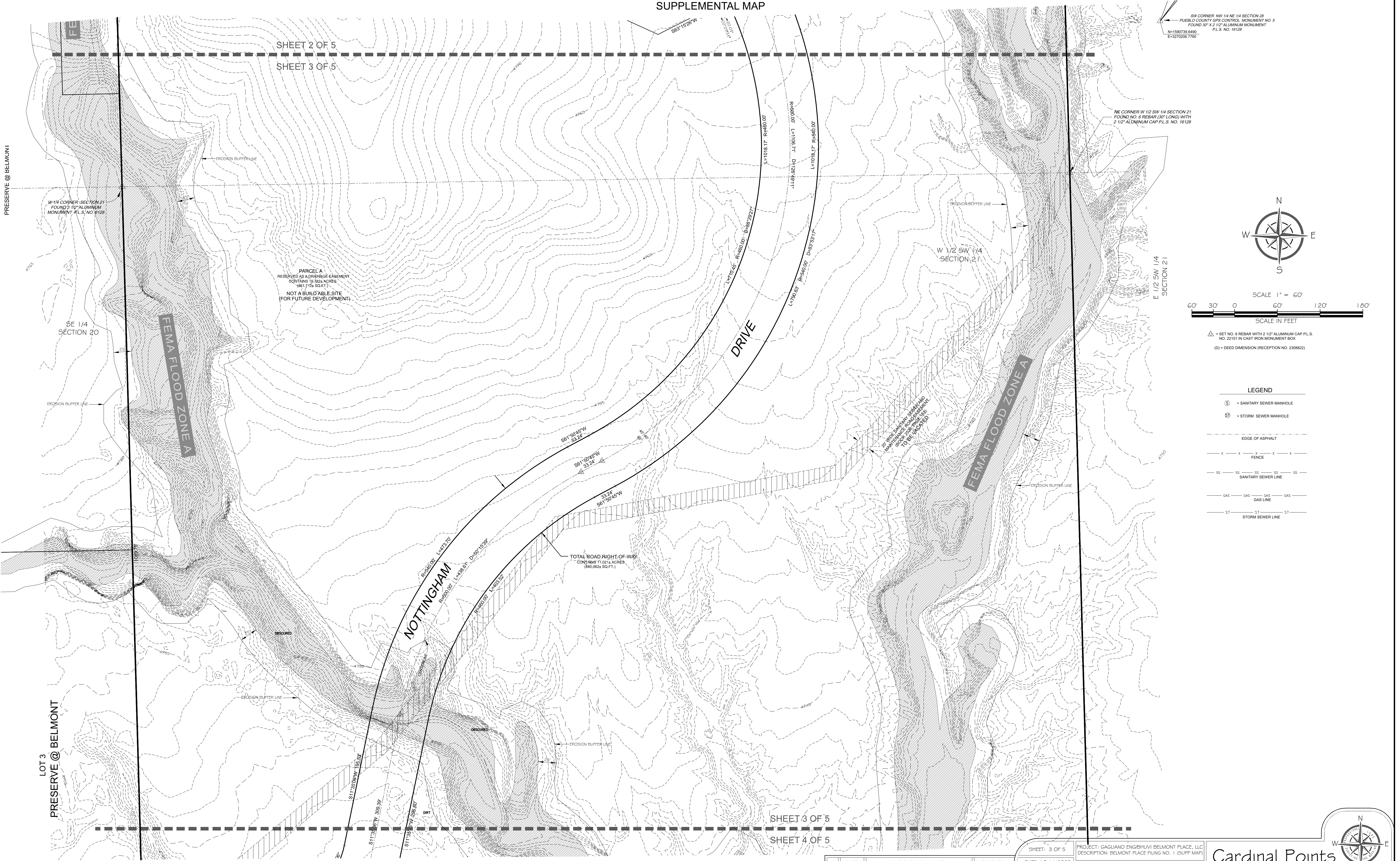
Cardinal Points
Surveying Inc.

(719) 253-0874 • (719) 253-0878 fax 4601 Eaglondge Place, Suite 110
Pueblo, Colorado 81008

BELMONT PLACE FILING NO. 1

THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.

SUPPLEMENTAL MAP



△ = SET NO. 6 REBAR WITH 2 1/2" ALUMINUM CAP P.L.S. NO. 22101 IN CAST IRON MONUMENT BOX
(D) = DEED DIMENSION (RECEPTION NO. 2308822)

- LEGEND
- ⊙ = SANITARY SEWER MANHOLE
 - ⊙ = STORM SEWER MANHOLE
 - — — — — EDGE OF ASPHALT
 - X X X X X FENCE
 - SS SS SS SS SS SS SANITARY SEWER LINE
 - GAS GAS GAS GAS GAS GAS GAS LINE
 - ST ST ST ST ST ST STORM SEWER LINE

SHEET: 3 OF 5		PROJECT: GAGLIANO ENG@HUVI BELMONT PLACE, LLC	
DATE: 10-11-2023		DESCRIPTION: BELMONT PLACE FILING NO. 1 (SUPP MAP)	
NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:
1	12-12-23	NOV 7, 2023 CITY COMMENTS	RGR
2	1-3-24	JAN 2, 2024 CITY COMMENTS	RGR
SCALE: 1" = 60'		FIELD: SB	JOB NUMBER: 2019-546
		DRAWN: RMS	FILE NAME: 2019-546 SUB BELMONT PLACE FILING 1
		CHECKED: RGR	REF. JOB NO.

Cardinal Points
Surveying Inc.

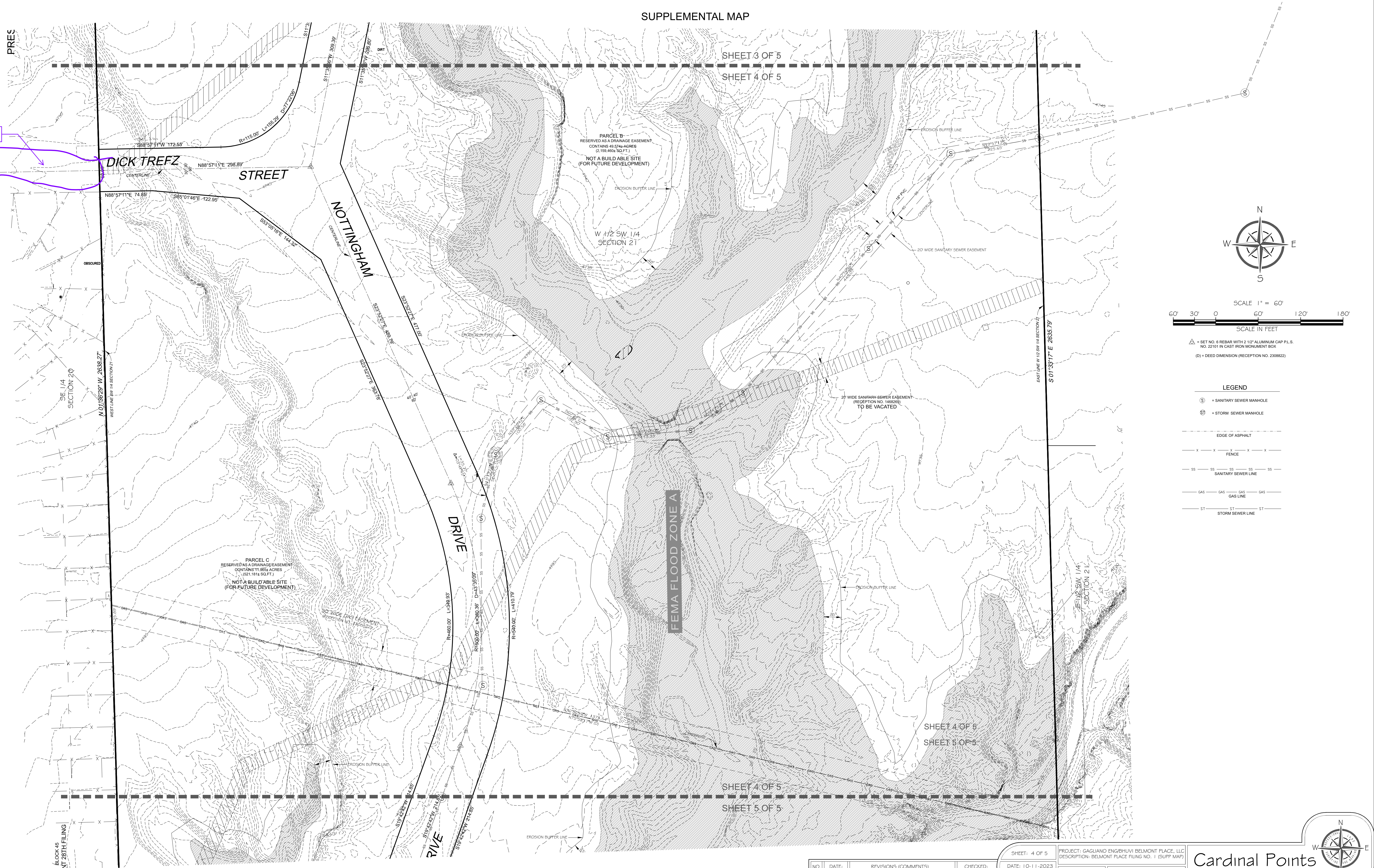
(719) 253-0874 • (719) 253-0878 fax 4601 Esplanade Place, Suite 110
Pueblo, Colorado 81009

BELMONT PLACE FILING NO. 1

THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.

SUPPLEMENTAL MAP

tree mas



- LEGEND
- ⑤ = SANITARY SEWER MANHOLE
 - ST = STORM SEWER MANHOLE
 - — — — — EDGE OF ASPHALT
 - x — x — x — x — FENCE
 - SS — SS — SS — SS — SANITARY SEWER LINE
 - GAS — GAS — GAS — GAS — GAS LINE
 - ST — ST — ST — ST — STORM SEWER LINE

NO.		DATE:	REVISIONS (COMMENTS)	CHECKED:	DATE:
1	12-12-23		NOV 7, 2023 CITY COMMENTS	RGR	10-11-2023
2	1-3-24		JAN 2, 2024 CITY COMMENTS	RGR	

FIELD: SB	JOB NUMBER: 2019-546
DRAWN: RMS	FILE NAME: 2019-546 SUB BELMONT PLACE FILING 1
CHECKED: RGR	REF. JOB NO.

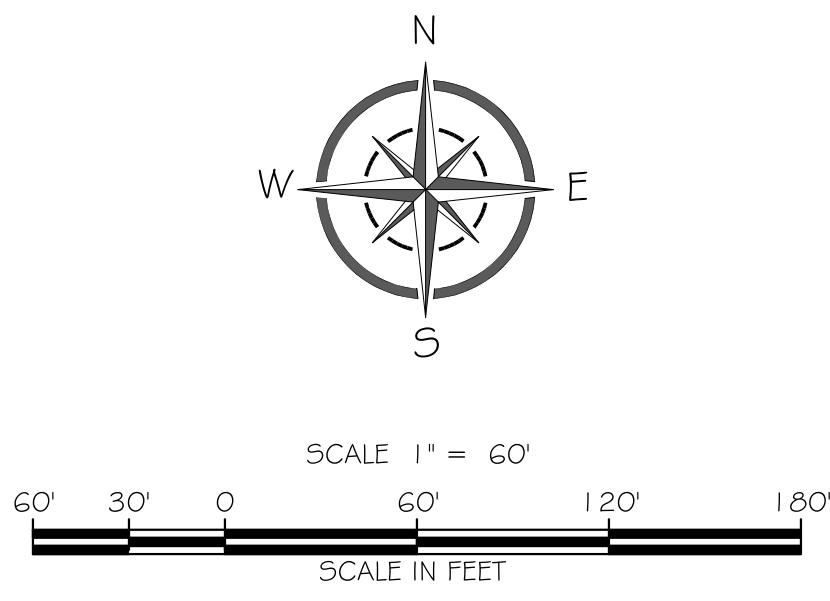
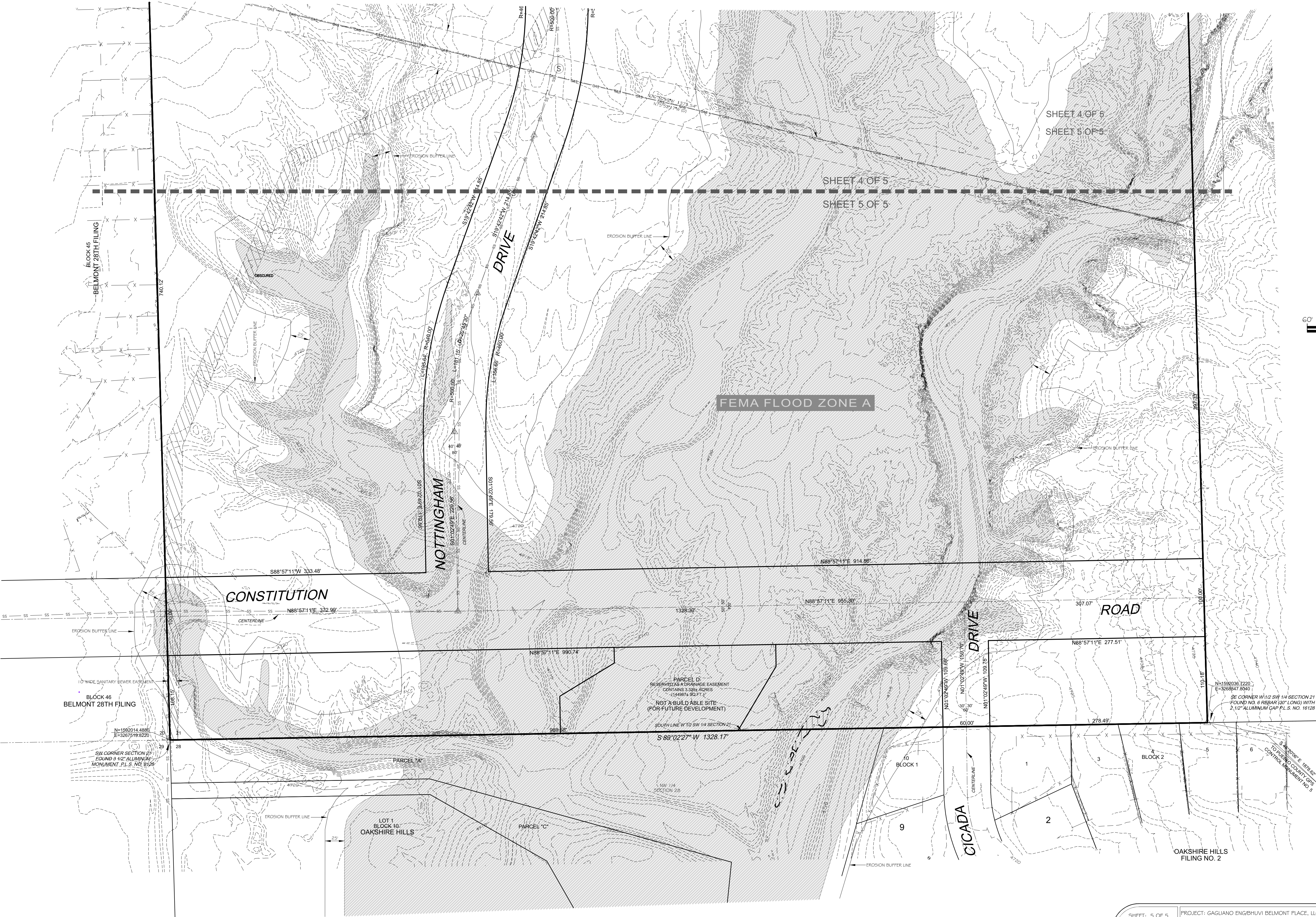
Cardinal Points
Surveying Inc.

(719) 253-0874 • (719) 253-0878 fax 4601 Espinosa Place, Suite 110
Pueblo, Colorado 81009

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SUPPLEMENTAL MAP



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- EDGE OF ASPHALT
- FENCE
- SS — SS — SS — SS — SS — SS — SANITARY SEWER LINE
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SHEET: 5 OF 5		PROJECT: GAGLIANO ENG/BUVI BELMONT PLACE, LLC	
DATE: 10-11-2023		DESCRIPTION: BELMONT PLACE FILING NO. 1 (SUPP MAP)	
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SCALE: 1" = 60'		FIELD: SB	JOB NUMBER: 2019-546
		DRAWN: RMS	FILE NAME: 2019 SAS SUB BELMONT PLACE FILING 1
		CHECKED: RGR	REF. JOB NO.

Cardinal Points
Surveying Inc.

N
W E
S

(719) 253-0874 • (719) 253-0878 fax 4601 Espenridge Place, Suite 110
Pueblo, Colorado 81009

The City Planning and Zoning Commission will hold a public hearing on a request from **Joseph Gagliano** for the approval of the following applications, generally located East of Troy Ave from Highway 50 south to Constitution Ave.

Z-23-12 Belmont Place Rezoning: Rezoning 113 acres from PUD to B-3, Highway and Arterial Business; R-2, Single Family Residential; and R-5, Multiple Residential and Office District.
S-22-07 Belmont Place Subdivision: Subdivision of 113 acres into commercial lots and non-buildable parcels for future development.

The Planning and Zoning Commission meeting will be held on **February 14, 2024, at 3:30 p.m.** in City Council Chambers, 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually.**
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=WUdnaHVGbmlCdHRrUHNfZnpPWG1Ydz09>
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
January 24, 2024

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Scott Hobson, Acting Director
Planning & Community Development
By Wade Broadhead, Sr. Planner
(719) 553-2280

CASE NUMBER S-22-07

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 Belmont Place Subdivision 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.

November 21, 2023
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

Owner	OwnerStreet	OwnerCity	OwnerZip
PUEBLO MUNICIPAL CORP	127 THATCHER BLDG	PUEBLO	CO 81003
PUEBLO GROUP LLC + C/O HEARTLAND E	14125 CLAYTON RD	CHESTERFIELD	MO 63017-8355
HOUSING AUTHORITY OF PUEBLO + OAK	1414 N SANTA FE AVE	PUEBLO	CO 81003-3732
PUEBLO INVESTMENT PARTNERS LLC + A	16869 SW 65TH AVE APT 28	LAKE OSWEGO	OR 97035-7865
JACOBS MEDINA DARIAN AARON + JACC	1943 CALDERWOOD PL	PUEBLO	CO 81001-5674
PARK HILL ASSEMBLY OF GOD + COLORA	2000 TROY AVE	PUEBLO	CO 81001-5627
HOUSING AUTHORITY OF THE CITY OF PI	201 S VICTORIA AVE	PUEBLO	CO 81003-3435
MONTOYA DUSTIN/MONTOYA DANTE/	2605 ST CLAIR AVE	PUEBLO	CO 81004-1634
KEENEY MELINDA GAY + ANDERSON TR	309 YUCCA ST	PUEBLO	CO 81005-1032
BHUVI BELMONT PLACE LLC	44330 MERCURE CIR STE 10	DULLES	VA 20166-2086
FOOTHILLS FARM RLLLP C/O PATRICK A I	4810 QUITA CT	PUEBLO	CO 81001-1072
PUEBLO POINTE MHC, LLC	5600 S QUEBEC ST STE 220A	GREENWOOD VI	CO 80111-2216
TRUONG TONY + VAN HIEN THI	948 SE 9TH AVE	POMPANO BEAC	FL 33060-9508
PUEBLO LAND GROUP LLC	999 S LOGAN ST STE 300	DENVER	CO 80209-5801
CITY OF PUEBLO A MUNICIPAL CORPORAT	PO BOX 1427	PUEBLO	CO 81002-1427



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN EMERGENCY ORDINANCE AMENDING ORDINANCE NO. 10582 TO ALLOW THE MAYOR, DURING DECLARED TEMPORARY HOUSING AND SHELTER EMERGENCIES, TO AUTHORIZE THE PROPERTY LOCATED AT 710 W. 4TH STREET TO OPERATE AS AN OVERNIGHT EMERGENCY SHELTER AND SUSPENDING ORDINANCES AND REGULATIONS OF THE CITY IN CONFLICT THEREWITH

SUMMARY:

Attached is a proposed Emergency Ordinance which allows the Mayor, during declared housing and shelter emergencies, to authorize and declare the property located at 710 W. 4th Street, Pueblo, Colorado 81003, which is currently classified for business occupancy only, to be considered to have an A-3 occupancy use with a 40 square feet per person occupant density consistent with the International Fire Code, International Building Code, and emergency sheltering design standards.

PREVIOUS COUNCIL ACTION:

On November 22, 2021, by Ordinance No. 10058, City Council authorized the Mayor, when temperatures reach dangerous levels between December 1st and March 31st of each year, to declare temporary housing and shelter emergencies for the City's unhoused residents and allowed buildings utilized by the City's churches, synagogues, mosques, temples, and other religious institutions to be used as temporary shelters for the City's unhoused population during such temporary emergencies. The City's Zoning, Fire, and Building Code ordinances and regulations in conflict with such use were temporarily suspended during such temporary emergencies.

On November 14, 2022, by Ordinance 10326, City Council enlarged this authority from December 1st to November 1st.

On October 23, 2023, by Ordinance No. 10582, City Council enlarged this authority to declare a housing and shelter emergency before November 1st of each year.

On April 22, 2024, by Ordinance No. 10697, City Council enlarged this authority to declare a housing and shelter emergency throughout the year.

BACKGROUND:

The City is experiencing an increase in the frequency of extreme weather events to include fire, flooding, heat, and cold in addition to certain man-made circumstances and other existential threats which pose significant dangers to the health of the City's unhoused residents. There is a need for temporary overnight shelters for the City's unhoused residents outside of the current emergency housing and shelter authorization. Currently the property at 710 W. 4th Street is classified as a Business Group B occupancy for building use purposes. This emergency ordinance will allow the Rescue Mission's business offices to have all rights and privileges associated with an Assembly Group A-3 occupancy classification during declared housing and shelter emergencies, with a 40 square feet per person occupant density pursuant to emergency sheltering design standards.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

A "no action" alternative would reduce the number of people who can be sheltered at 710 W. 4th Street during emergencies declared by the Mayor by approximately 70%.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN EMERGENCY ORDINANCE AMENDING ORDINANCE NO. 10582 TO ALLOW THE MAYOR, DURING DECLARED TEMPORARY HOUSING AND SHELTER EMERGENCIES, TO AUTHORIZE THE PROPERTY LOCATED AT 710 W. 4TH STREET TO OPERATE AS AN OVERNIGHT EMERGENCY SHELTER AND SUSPENDING ORDINANCES AND REGULATIONS OF THE CITY IN CONFLICT THEREWITH

WHEREAS, extreme temperatures and weather events pose significant danger to the health of the City's unhoused residents; and

WHEREAS, appropriate emergency shelters are necessary to protect unhoused residents' health against extreme freezing temperatures and weather events when they are outdoors; and

WHEREAS, the City is also experiencing an increase in man-made circumstances resulting in an increase in the number of unhoused, as well as other exigent circumstance which pose significant dangers to the health and safety of the City's unhoused residents regardless of extreme temperatures or weather events; and

WHEREAS, there is a need for temporary overnight shelters outside the current authorization for the City's unhoused residents; NOW, THEREFORE,

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

SECTION 1.

The City of Pueblo hereby declares that a housing and shelter emergency currently exists for the City's unhoused residents and that the City's unhoused residents do not have current access to appropriate overnight shelters to protect their health and safety against dangerous weather events or man-made circumstances when they are outdoors.

SECTION 2.

Ordinance No. 10058, dated November 22, 2021, shall be hereby expanded, enlarged, and amended to allow the Mayor, during declared temporary housing and shelter emergencies, to declare the property located at 710 W. 4th Street, Pueblo, Colorado 81003, be considered to have an Assembly Group A-3 occupancy use with a 40 square feet per person occupant density consistent with emergency sheltering design standards. This use and occupancy classification is intended to incorporate those classifications contained in the International Fire Code and International Building Code, as previously adopted by the City.

SECTION 3.

Except as amended hereby, Ordinance No. 10058, as previously amended by Ordinances 10326, 10582, and 10697, is hereby ratified, and shall remain in full force and effect.

SECTION 4.

The immediate enactment of this Ordinance is necessary to preserve and protect the health, safety, and welfare of the residents of the City. Pursuant to Section 3-20 of the City Charter, this Ordinance shall become effective on the date of final action by the Mayor and City

Council.

SECTION 5.

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

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

OCT 15 2024

Received

Ethics Complaint

Current council member for district One, Regina Maestri, violated the Code of Ethics for the City of Pueblo when she did not recuse herself from voting in the matter further described in this text. She has a personal relationship with the owner of Front Range Roofing (James Sprague), and this presents a potential financial gain to her and the other party (Sprague).

An addendum no.1 confirmed on December 26, 2023 from Colorado Front Range Roofing to bid on the replacement of the Pope Block Building Generator Roof Membrane project. This item was on first reading December 26, 2023 on the agenda as N1 was passed by City Council. Pashco Roofing Inc. DBA Colorado Front Range Roofing submission date was December 28, 2023 for a bid of \$25,707. On January 8, 2024 the second reading was read as R2 and passed by the entire city council.

This violates Sec.1-9-7 (b) (2) (c)

Personal interest rules of conduct for city officials and employees.

(b) A city official shall NOT:

(2) Perform an official act directly and substantially affecting to its economic benefit a business or other undertaking in which he or she or his or her family has a substantial financial interest or is engaged as counsel, consultant, representative or agent.

(c) A member of the city council who or whose family has a personal or private interest in any matter PROPOSED or PENDING before the city council shall disclose such interest to the city council and shall NOT VOTE thereon and shall refrain from attempting to influence the decisions of the city council in voting on the matter.

Regina voted on R2 on January 8, 2024 while there was a proposed or pending bid from Pashco Roofing inc. DBA Colorado Front Range Roofing.

Sec 1-9-8 Penalty

Any individual who is found to have violated any provision of this code ethics shall be liable to the city for double the amount of financial equivalent of any benefits obtained by such actions. The manner of recovery and any additional penalties may be as provided by law.

Sec. 1-9-20

(2) Personal relationship means dating or any other intimate relationship.



OFFICE OF THE CITY CLERK

Citizen Code of Ethics Complaint

I do hereby swear or affirm that the statements attached hereto are true and accurate to the best of my knowledge.

Jason Ford
Signature

Jason Ford
Printed Name

1231 Bohmen Ave Pueblo, Co 81006
Address

(719) 415-7992
Phone Number

JFordOfficial89@gmail.com
Email