



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

**MONDAY, MARCH 10, 2025
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

Pastor Josh Richardson, Pueblo Christian Center

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

E1 Proclamation Presentation: "Pueblo Flag Day - March 22, 2025" - Sarah Mize, 2023 Leadership Pueblo Class

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 and Special Meetings dated February 24, 2025, and March 03, 2025, as distributed.

J1 City Council Minutes February 24, 2025

J2 Special City Council Minutes March 03, 2025

K. CONSENT AGENDA

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

L. COMMUNICATIONS

M. RESOLUTIONS

- M1 A Resolution authorizing the transfer of funds in the amount of \$60,446.91 from the "2025" Public Works Operating Budget to Project Account CI2210, Public Works Asset Management and approving and authorizing the Purchasing Agent to execute Amendment No. 5 to the subscription agreement between the City of Pueblo, a Colorado Municipal Corporation, and Brightly Software, Inc., a Delaware corporation, formerly Dude Solutions, Inc., in the amount of \$60,446.91 for Project No. 21-041 Pueblo Street Assessment Project.
- M2 A Resolution ratifying an emergency construction contract in the amount of \$42,355.34 to Cedar Ridge Landscape, Inc., for Project No. 25-030, Emergency Pavement Repairs - Bonforte Blvd, and approving the Purchasing Agent's execution of same
- M3 A Resolution ratifying an emergency construction contract in the amount of \$32,952.50 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 Berkley Avenue and Small Avenue, approving a change order in the amount of \$14,849.10 for additional work and materials, and approving the Purchasing Agent's execution of the same
- M4 A Resolution authorizing the issuance of a Revocable Permit (REV-25-5) to BIF IV Intrepid Opco., LLC., for the purpose of allowing authorized improvements to be installed within the permitted area until termination or revocation of this revocable permit and for use of Union Avenue Bridge between E. D Street and Alan Hamel Avenue
- M5 A Resolution confirming the appointment by the Mayor of Gary Micheli to serve a three-year term expiring April 1, 2028, on the Fire Board of Appeals
- M6 A Resolution confirming the appointment by the Mayor of James Salazar to complete a four-year term expiring July 1, 2025, on the Planning & Zoning Commission
- M7 A Resolution confirming the appointment by the Mayor of Karen Conry to complete a three-year term expiring December 1, 2027, on the Pueblo Municipal Golf Course Enterprise Advisory Committee in the Elmwood-Annual Passholder position

N. ORDINANCES – FIRST PRESENTATION

- N1 An Ordinance annexing unincorporated land commonly known as the First Addition to Villa Bella Annexation to the City of Pueblo described as 8.018-acres of land located northeast of the intersection of Troy Avenue and Rawlings Boulevard
- N2 An Ordinance annexing unincorporated land commonly known as the Second Addition to Villa Bella Annexation to the City of Pueblo described as 10.094-acres of land located northeast of the intersection of Troy avenue and Rawlings Boulevard
- N3 An Ordinance annexing unincorporated land commonly known as the Third Addition to Villa Bella Annexation to the City of Pueblo described as 79.637-acres of land located northeast of the intersection of Troy Avenue and Rawlings Boulevard and adjacent to the Walking Stick Vista Development
- N4 An Ordinance amending portions of both the Villa Bella Planned Unit Development, and the Walking Stick Vista Planned Unit Development, and Pueblo County A-1 to the Residences at Villa Bella, Planned Unit Development
- N5 An Ordinance amending zoning restrictions to rezone 634 Goodnight Avenue from R-2, Single-Family Residential Zone District to B-2, Subregional Business Zone District
- N6 An Ordinance approving, and authorizing the Mayor to execute a Contract to Buy and Sell

Real Estate by and between the City of Pueblo, a Colorado Municipal Corporation, and Erika Almeida-Trujillo, for the sale of property described as 101 West Riverwalk Place, Units 1A and 1A within the City of Pueblo

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 March 24, 2025, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

R. ORDINANCES – FINAL PRESENTATION

- R1 An Ordinance authorizing a site lease and lease purchase agreement between the City, and BOKF, NA (solely in its capacity as trustee) to finance the acquisition, improvement and equipping of facilities to be used as municipal administrative and other space; approving a certificate of participation, series 2025 in connection therewith in a principal amount not to exceed \$9,100,000; authorizing the Mayor to execute all documents and officials of the City to take all action necessary to carry out the transactions contemplated hereby; and related matters - *Introduced February 24, 2025 by Councilor Brett Boston*
- R2 An Ordinance approving, and authorizing the Mayor to execute a Contract to Buy and Sell Real Estate by and between the City of Pueblo, a Colorado Municipal Corporation, and 101 W Riverwalk, LLC, a Colorado Limited Liability Company, for the purchase of property described as 101 West Riverwalk Place, Unit 2 within the City of Pueblo - *Introduced February 24, 2025 by Councilor Brett Boston*
- R3 An Ordinance awarding and approving a Lease and Management Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Colorado Outlaw Racing Association, LLC. for the operation, management, and promotion of the Honor Farm Park & Open Space Oval Track facilities and authorizing the Mayor to execute the same - *Introduced February 24, 2025 by Councilor Brett Boston*
- R4 An Ordinance amending Section 11-1-211 of the Pueblo Municipal Code relating to the safe use of public property to limit public camping and prohibit temporary structures on public property within the City of Pueblo, Colorado - *Introduced February 24, 2025 by Councilor Brett Boston*
- R5 An Ordinance amending Section 11-1-401 and 11-1-407 of the Pueblo Municipal Code to categorize theft by the value of the item stolen and to add a mandatory minimum jail sentence for those convicted thereof, and to reinstate Section 1-2-1(g)(1)(a) of the Pueblo Municipal Code to maintain a mandatory minimum jail sentence for those convicted as habitual offenders having violated Section 11-1-401 or 11-1-407 of the Code. - *Introduced February 24, 2025 by Councilor Brett Boston*

S. QUASI-JUDICIAL PROCEEDINGS

- S1 An Ordinance approving a special area plan amendment for the Rancho Del Sol 5th Filing, A Special Area Plan - *Introduced February 24, 2025 by Councilor Brett Boston*

T. ADJOURN

Proclamation

“Pueblo Flag Day”

March 22, 2025

WHEREAS: The 2023 Leadership Pueblo class of the Greater Pueblo Chamber of Commerce, as well as community partners, local businesses, and the residents of Pueblo, recognizes March 22, 2025 as the second annual Pueblo Flag Day; and

WHEREAS: March 22 is recognized as a significant day for the Pueblo Flag's history and the City of Pueblo as the town of Pueblo was incorporated on March 22, 1870; and

WHEREAS: Pueblo Flag Day will celebrate Pueblo's history, people, culture, businesses, services, resources and future by encouraging the community to show their pride, solidarity, and support of Pueblo by flying the Pueblo Flag at their location; and

WHEREAS: The people of Pueblo are the fabric of our community. Their pride, solidarity, and support of Pueblo is critical to how our city is perceived internally and externally; and

WHEREAS: Pueblo Flag Day was created by the 2023 Leadership Pueblo class of the Greater Pueblo Chamber of Commerce to celebrate and take control of Pueblo's image and increase pride of our city; and

WHEREAS: We need Puebloans to lead Pueblo into a better future, one where Pueblo pride is apparent and evident amongst the residents of Pueblo, and will, therefore, improve how Pueblo is viewed by ourselves, other cities in the State of Colorado, and the nation.

NOW, THEREFORE, WE, the City Council of the City of Pueblo, Colorado, by the authority vested in us, do hereby proclaim March 22, 2025, as **“Pueblo Flag Day”** in the City of Pueblo, Colorado and call upon the people of Pueblo to observe this day by celebrating Pueblo's history, people, culture, businesses, services, resources and future and showing their pride of Pueblo by obtaining and displaying a City of Pueblo Flag.



IN WITNESS WHEREOF, I have hereunto set my hands and caused the Seal of the City of Pueblo, Colorado, to be affixed this tenth day of March 2025.

Mark Aliff
President of the City Council



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, FEBRUARY 24, 2025 - 7:00 PM
MINUTES**

A. CALL TO ORDER

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

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

Council Members Present via Zoom: Regina Maestri.

Council Members Absent: None.

Administrative Staff Members Present: Mayor Heather Graham, Chief of Staff Brian McCain, City Attorney Carla Sikes, City Clerk Marisa Stoller.

E. SPECIAL RECOGNITIONS

F. PUBLIC FORUM

- Ken Danti - Energy
- Ted Freeman - Busy Year for Pueblo
- Augustine Garcia - Public Safety & truthfulness
- Elvis Martinez - CORA, signs, thank you, more
- Geo Samaras - Energy Advocacy/Pro Dev

G. COUNCIL MEMBER AND MAYOR COMMENTARY

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

H. REVIEW OF AGENDA

The agenda was reviewed page by page.

I. APPROVAL OF AGENDA

Councilor Boston, seconded by Councilor Gomez, moved to move item N4 and item N6 to the regular agenda and to 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 Passed 7-0.

J. READING AND APPROVAL OF MINUTES

J1 CITY COUNCIL MINUTES FEBRUARY 10, 2025

Councilor Boston, seconded by Councilor Gomez, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **February 10, 2025** as distributed.

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

K. CONSENT AGENDA

L. COMMUNICATIONS

L1 MINUTES OF THE PLANNING AND ZONING COMMISSION REGULAR MEETING FOR 1/8/2025

M. RESOLUTIONS

M1 A RESOLUTION AWARDED AN AGREEMENT WITH ON-CALL TRANSPORTATION TECHNICAL ASSISTANCE CONSULTANT BOHANNAN HUSTON, INC. TO PREPARE AND DEVELOP THE 2050 LONG RANGE TRANSPORTATION PLAN IN THE AMOUNT OF \$ 298,900, FROM TP2440 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15906.

M2 A RESOLUTION AUTHORIZING FUNDS IN THE AMOUNT OF \$297,746.02 FROM THE BLACK HILLS ENERGY UNDERGROUND UTILITY FUND TO BE EXPENDED FOR THE PURPOSE OF RELOCATING OVERHEAD ELECTRIC FACILITIES UNDERGROUND WITH RESPECT TO THE FIRE STATION #8 PROJECT

This Resolution was assigned as 15907.

M3 A RESOLUTION AUTHORIZING THE TRANSFER OF \$110,000 FROM CAPITAL PROJECT NO. CI2432 - HARP CHANNEL EXTENSION AND BOATHOUSE PROJECT TO HARP AUTHORITY

This Resolution was assigned as 15908.

M4 A RESOLUTION TRANSFERRING \$18,167.50 WITHIN THE SOUTHPOINTE SPECIAL IMPROVEMENT MAINTENANCE DISTRICT BUDGET FROM THE "PROJECTS TO BE DETERMINED" OPERATING BUDGET LINE ACCOUNT INTO THE "REPAIR & MAINTENANCE" OPERATING BUDGET LINE ACCOUNT

This Resolution was assigned as 15909.

M5 A RESOLUTION APPROVING THE ASSIGNMENT OF HANGAR GROUND LEASE BY AND BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, KENNETH JOHNSON, CHRISTINA JOHNSON, AND SKYWAY, LLC., A COLORADO LIMITED LIABILITY COMPANY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

This Resolution was assigned as 15910.

M6 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF NORM GONZALES TO SERVE A THREE-YEAR TERM EXPIRING SEPTEMBER 30, 2025, ON THE PUEBLO MEMORIAL AIRPORT ADVISORY COMMITTEE

This Resolution was assigned as 15911.

M7 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF DONNA GUTIERREZ TO SERVE A FOUR-YEAR TERM EXPIRING MAY 9, 2029, ON THE PUEBLO DEPOT ACTIVITY DEVELOPMENT AUTHORITY (PUEBLOPLEX) BOARD OF DIRECTORS

This Resolution was assigned as 15912.

M8 A RESOLUTION APPROVING COMPENSATION WITH RESPECT TO A LEGAL SERVICES AGREEMENT WITH CLARK HILL PLC

This Resolution was assigned as 15913.

M9 A RESOLUTION OF THE CITY OF PUEBLO IN OPPOSITION TO HB 25-1147: CONCERNING MEASURES TO ENSURE THAT MUNICIPAL COURT DEFENDANTS ARE SUBJECT TO SIMILAR CONDITIONS AS STATE COURT

This Resolution was assigned as 15914.

M10 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-1) TO BIF IV INTREPID OPCO., LLC., FOR THE PURPOSE OF ALLOWING AN AUTHORIZED STRUCTURE TO BE WITHIN THE PERMITTED AREA UNTIL TERMINATION OR REVOCATION OF THIS REVOCABLE PERMIT FOR USE OF THE EXISTING S. MAIN STREET BRIDGE BETWEEN E. D STREET AND ALAN HAMEL AVENUE, PUEBLO, CO

This Resolution was assigned as 15915.

M11 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-2) TO HARP AUTHORITY FOR THE PURPOSE OF CONSTRUCTING A TRASH ENCLOSURE IN TWO PARKING SPACES LOCATED NORTHEAST AND ADJACENT TO ANGELO'S PIZZA

This Resolution was assigned as 15916.

M12 A RESOLUTION TABLING FINAL ACTION ON THE PETITION FOR THE ANNEXATION OF THE 8.018-ACRE AREA COMMONLY KNOWN AS THE FIRST ADDITION TO VILLA BELLA ANNEXATION, FOR AN ADDITIONAL PERIOD OF NOT MORE THAN 180 DAYS

This Resolution was assigned as 15917.

M13 A RESOLUTION TABLING FINAL ACTION ON THE PETITION FOR THE ANNEXATION OF THE 10.094-ACRE AREA COMMONLY KNOWN AS THE

SECOND ADDITION TO VILLA BELLA ANNEXATION, FOR AN ADDITIONAL PERIOD OF NOT MORE THAN 180 DAYS

This Resolution was assigned as 15918.

M14 A RESOLUTION TABLING FINAL ACTION ON THE PETITION FOR THE ANNEXATION OF THE 79.637-ACRE AREA COMMONLY KNOWN AS THE THIRD ADDITION TO VILLA BELLA ANNEXATION, FOR AN ADDITIONAL PERIOD OF NOT MORE THAN 180 DAYS

This Resolution was assigned as 15919.

M15 A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PROFESSIONAL BULL RIDERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY RELATING TO PARKING FEES AND OTHER CLAIMS

This Resolution was assigned as 15920.

N. ORDINANCES – FIRST PRESENTATION

N1 AN ORDINANCE AUTHORIZING A SITE LEASE AND LEASE PURCHASE AGREEMENT BETWEEN THE CITY, AND BOKF, NA (SOLELY IN ITS CAPACITY AS TRUSTEE) TO FINANCE THE ACQUISITION, IMPROVEMENT AND EQUIPPING OF FACILITIES TO BE USED AS MUNICIPAL ADMINISTRATIVE AND OTHER SPACE; APPROVING A CERTIFICATE OF PARTICIPATION, SERIES 2025 IN CONNECTION THEREWITH IN A PRINCIPAL AMOUNT NOT TO EXCEED \$9,100,000; AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS AND OFFICIALS OF THE CITY TO TAKE ALL ACTION NECESSARY TO CARRY OUT THE TRANSACTIONS CONTEMPLATED HEREBY; AND RELATED MATTERS

N2 AN ORDINANCE APPROVING, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT TO BUY AND SELL REAL ESTATE BY AND BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND 101 W RIVERWALK, LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR THE PURCHASE OF PROPERTY DESCRIBED AS 101 WEST RIVERWALK PLACE, UNIT 2 WITHIN THE CITY OF PUEBLO

N3 AN ORDINANCE APPROVING A SPECIAL AREA PLAN AMENDMENT FOR THE RANCHO DEL SOL 5TH FILING, A SPECIAL AREA PLAN

N5 AN ORDINANCE AWARDING AND APPROVING A LEASE AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO OUTLAW RACING ASSOCIATION, LLC. FOR THE OPERATION, MANAGEMENT, AND PROMOTION OF THE HONOR FARM PARK & OPEN SPACE OVAL TRACK FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

N7 AN ORDINANCE AMENDING SECTION 11-1-401 AND 11-1-407 OF THE PUEBLO MUNICIPAL CODE TO CATEGORIZE THEFT BY THE VALUE OF THE ITEM STOLEN AND TO ADD A MANDATORY MINIMUM JAIL SENTENCE FOR THOSE CONVICTED THEREOF, AND TO REINSTATE SECTION 1-2-1(G)(1)(A) OF THE PUEBLO MUNICIPAL CODE TO MAINTAIN A MANDATORY MINIMUM JAIL SENTENCE FOR THOSE CONVICTED AS HABITUAL OFFENDERS HAVING VIOLATED SECTION 11-1-401 OR 11-1-407 OF THE CODE.

O. APPROVAL OF CONSENT AGENDA

Councilor Boston, seconded by Councilor Maestri, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for March 10, 2025, and Order the Ordinances to be published BY TITLE.

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

P. REGULAR AGENDA

N4 AN ORDINANCE CREATING A NEW SECTION 14 OF CHAPTER 1 OF TITLE XV OF THE PUEBLO MUNICIPAL CODE RELATING TO PEDESTRIAN SAFETY AND ACCESS TO SIDEWALKS AND PUBLIC RIGHTS-OF-WAY IN THE DOWNTOWN BUSINESS AREA OF THE CITY

This item was removed from the consent agenda.

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

Councilor Martinez, seconded by Councilor Flores, moved to postpone the Resolution to March 24, 2025.

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

N6 AN ORDINANCE AMENDING SECTION 11-1-211 OF THE PUEBLO MUNICIPAL CODE RELATING TO THE SAFE USE OF PUBLIC PROPERTY TO LIMIT PUBLIC CAMPING AND PROHIBIT TEMPORARY STRUCTURES ON PUBLIC PROPERTY WITHIN THE CITY OF PUEBLO, COLORADO

This item was removed from the consent agenda.

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

Councilor Martinez, seconded by Councilor Flores, moved to postpone the Resolution to March 24, 2025.

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

Councilor Boston, seconded by Councilor Maestri, moved to pass the ordinance on first reading, setting the public hearing for March 10, 2025, and order the ordinance to be published by title.

Roll Call – **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** Councilor Flores. Motion Passed 6-1.

Q. RESOLUTIONS

Q1 A RESOLUTION CONFIRMING THE APPOINTMENT OF DANNY NUNN TO THE POSITION OF DIRECTOR OF FINANCE

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

- Elvis Martinez appeared in person to speak in favor of this Resolution.

Councilor Boston, 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 Passed 7-0.

This Resolution was assigned as 15921.

Q2 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO KADOYA GALLERY, INC. IN THE AMOUNT OF \$1,200 TO SPONSOR THE DIG TALKS 2025: YOUNG LEADERS SERIES STARTING FEBRUARY 26, 2025 AT 6 PM IN THE BACKROOM OF THE SENATE BAR

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 Passed 7-0.

This Resolution was assigned as 15922.

Q3 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO MARIPOSA CENTER FOR SAFETY IN THE AMOUNT OF \$800 TO SPONSOR THE ODE TO CHOCOLATE INDULGENCE ON FRIDAY, MARCH 14 FROM 4 - 7 PM AT MARIPOSA CENTER FOR SAFETY

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** Councilor Gomez. Motion Passed 6-1.

This Resolution was assigned as 15923.

R. ORDINANCES – FINAL PRESENTATION

R1 AN ORDINANCE APPROVING THE 1ST AMENDMENT TO THE

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION ("CITY"), AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION ("CDOT"), PROJECT BRO M086-079 (22616) FOR THE MEL HARMON BRIDGE OVERLAY AND REHABILITATION PROJECT, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$797,179 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

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

Councilor Boston, 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 Passed 7-0.

This Ordinance was assigned as **10902**.

R2 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, COLORADO ENERGY OFFICE, PROVIDING GRANT FUNDING TO THE CITY IN THE AMOUNT OF \$270,000, AND ESTABLISHING, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$90,000 TO EACH OF THE FOLLOWING THREE PROJECTS: PROJECT CI2451 - GEOTHERMAL GRANT FIRE STATION 6, PROJECT CI2452 - GEOTHERMAL GRANT FIRE STATION 8, AND PROJECT CI2453- GEOTHERMAL GRANT FIRE STATION 11

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

PUBLIC HEARING:

- Ken Danti appeared in person to speak in favor of this ordinance.

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

Councilor Latino, seconded by Councilor Boston, 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 Passed 7-0.

This Ordinance was assigned as **10903**.

R3 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:

- George Samaras appeared in person to speak in favor of this ordinance.

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

Councilor Boston, 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 Passed 7-0.

This Ordinance was assigned as **10904.**

R4 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COUNTY OF PUEBLO, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE SPRING 2025 SPECIAL MUNICIPAL ELECTION

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

PUBLIC HEARING:

- Elvis Martinez appeared in person to speak against this ordinance.

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** Councilor Flores. Motion Passed 6-1.

This Ordinance was assigned as **10905.**

R5 AN ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO STEAM WORKS DBA SOUTHERN COLORADO SCIENCE CENTER DBA LEONARDO DA VINCI MUSEUM OF NORTH AMERICAN, A COLORADO NONPROFIT CORPORATION FOR THE PROPERTY LEGALLY DESCRIBED AS LOT 4 BLK 1 PUEBLO CENTER SUBDIVISION # 3 AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

PUBLIC HEARING:

- Elvis Martinez appeared in person to speak in favor of this ordinance.

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

Councilor Boston, 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 Passed 7-0.

This Ordinance was assigned as **10906**.

R6 AN ORDINANCE APPROVING A LEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND MARINE TOYS FOR TOTS FOUNDATION, A VIRGINIA NONSTOCK CORPORATION FOR THE PROPERTY LOCATED AT 317 NORTH MAIN STREET AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

PUBLIC HEARING:

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

Councilor Boston, 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 Passed 7-0.

This Ordinance was assigned as **10907**.

R7 AN ORDINANCE REFERRING A QUESTION TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON MAY 6, 2025 AND FIXING THE BALLOT TITLE THEREFOR

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

PUBLIC HEARING:

- Ken Danti appeared in person to speak in favor of this ordinance.
- Augustine Garcia appeared in person to speak in favor of this ordinance.
- Cambell Hawkins appeared in person to speak against this ordinance.
- Ted Freeman appeared in person to speak against this ordinance.
- Elvis Martinez appeared in person to speak against this ordinance.

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino,

Councilor Maestri, Councilor Martinez. **Nays:** Councilor Flores. Motion Passed 6-1.

This Ordinance was assigned as 10908.

R8 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO RELATED TO THE MEDAL OF HONOR SUBDIVISION AND AUTHORIZING AN EXTENDED PERIOD FOR DEFERRED FILINGS

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

PUBLIC HEARING:

- Gary Rosso appeared in person on behalf of the County Commissioners to speak in favor of this ordinance

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

Councilor Boston, 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 Passed 7-0.

This Ordinance was assigned as 10909.

S. QUASI-JUDICIAL PROCEEDINGS

S1 AN ORDINANCE VACATING TWO SIX-FOOT PUBLIC UTILITY EASEMENTS, ONE 10-FOOT DRAINAGE EASEMENT, AND ONE 408 SQUARE FOOT PORTION OF A PUBLIC INGRESS/EGRESS PRIVATE LANE, SANITARY SEWER AND PUBLIC UTILITY EASEMENT GENERALLY LOCATED NORTH OF WEST 24TH STREET AND WEST OF THE UNIMPROVED SAWATCH WAY WITHIN THE PIKES PEAK PARK, FILING NO. 1 SUBDIVISION

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that the Planning & Zoning documents for this item, Case #V-24-05 dated January 8, 2025, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

- Gary Rosso appeared in person to speak on behalf of the County Commissioners, in favor of this ordinance.

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

Councilor Boston, 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 Passed 7-0.

This Ordinance was assigned as 10910.

S2 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE APPROXIMATELY 26-ACRES LOCATED SOUTH OF DILLON DRIVE, WEST OF OUTLOOK BOULEVARD AND NORTH OF WILLS BOULEVARD FROM A-1, AGRICULTURAL ONE ZONE DISTRICT TO R-2, SINGLE-FAMILY RESIDENTIAL ZONE DISTRICT

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that the Planning & Zoning documents for this item, Case #Z-23-10 dated November 13, 2024, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

- Rocky Manginie appeared in person to speak in favor of this ordinance

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

Councilor Boston, 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 Passed 7-0.

This Ordinance was assigned as 10911.

S3 AN ORDINANCE APPROVING THE ANDIAMO SUBDIVISION

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that the Planning & Zoning documents for this item, Case #S23-07 dated November 13, 2024, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

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

Councilor Boston, 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 Passed 7-0.

This Ordinance was assigned as 10912.

T. ADJOURN

President Aliff adjourned the meeting at 9:50 p.m.

Respectfully submitted,



Marisa Stoller
City Clerk



**SPECIAL CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, MARCH 3, 2025 - 7:00 PM
MINUTES**

A. CALL TO ORDER

President Aliff called the meeting to order at 8:14 pm.

B. 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.

C. RESOLUTIONS

C1 A RESOLUTION AMENDING AND FIXING THE BALLOT TITLE FOR THE QUESTION TO BE PROPOSED TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON MAY 6, 2025 RELATING TO THE BLACK HILLS COLORADO ELECTRIC, LLC FRANCHISE AND FIXING THE BALLOT TITLE THEREFOR

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

Councilor Boston, seconded by Councilor Maestri, moved to approve the amended Resolution.

Roll Call - **Ayes:** Mark Aliff, Brett Boston, Roger Gomez, Joe Latino, Regina Maestri, Sarah Martinez **Nays:** Dennis Flores. Motion passed 6-1.

Resolution #15924 was assigned.

D. ADJOURN

President Aliff adjourned the meeting at 8:18pm.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "V. Petkosek", is written over a rectangular box.

Vincent Petkosek

Deputy City Clerk



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 10, 2025

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 APPROVING AMENDMENT NO. 5 TO THE SUBSCRIPTION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BRIGHTLY SOFTWARE, INC., A DELAWARE CORPORATION, FORMERLY DUDE SOLUTIONS, INC., IN THE AMOUNT OF \$60,446.91 FOR PROJECT NO. 21-041 PUEBLO STREET ASSESSMENT PROJECT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME.

SUMMARY:

This Resolution transfers \$60,446.91 from the "2025" Public Works Operating Budget for Contract Services and budgets and appropriates funds in the amount of \$60,446.91 into Project Account CI2210 - Public Works Asset Management, approves Contract Amendment No. 5 to the Master Subscription Agreement awarded to Brightly Software, Inc., in the amount of \$60,446.91 for Project No. 21-041 Pueblo Street Assessment Project.

PREVIOUS COUNCIL ACTION:

Resolution 14728, dated October 12, 2021, approved a Master Subscription Agreement for Software License with Dude Solutions, Inc., (now Brightly Software, Inc.), for \$162,829.21.

Resolution 14932, dated July 11, 2022, established Project Account CI2210, Public Works Asset Management Project, transferred \$145,000.00 from the Public Works Operating Budget for Contract Services, transferred \$162,829.21 from Project Account HUAN01 - Street Resurfacing, approved Amendment No. 1 to the Master Subscription Agreement awarded to Brightly Software, Inc., in the amount of \$144,488.74 for Project No. 21-041 Pueblo Street Assessment Project.

Resolution 15260, dated June 12, 2023, approved Amendment No. 2 to the Master Subscription Agreement awarded to Brightly Software, Inc., for Project No. 21-041

Pueblo Street Assessment Project in the amount of \$90,029.35 adding facility condition assessment and associated services to the contract scope of work.

Resolution 15452, dated December 26, 2023, approved Amendment No. 3 to the Master Subscription Agreement awarded to Brightly Software, Inc., for Project No. 21-041 Pueblo Street Assessment Project in the amount of \$7,097.89.

Resolution 15724, dated August 26, 2024, approved Amendment No. 4 to the Master Subscription Agreement awarded to Brightly Software, Inc., for Project No. 21-041 Pueblo Street Assessment Project in the amount of \$20,887.51.

BACKGROUND:

As the initial step of establishing the Public Works Department's asset management program, the City of Pueblo solicited requests for proposals for contract services to evaluate the City's streets for condition and drivability. Additionally, proposers were requested to recommend a Pavement Management Software solution to assist the City with capital expenditure budgeting and project planning. Dude Solutions, Inc., (now Brightly Software, Inc.), was selected as the lowest, most responsive bid for the software agreement for the street assessment data and was awarded a Master Subscription Agreement. That contract has been amended to provide additional asset management services (including facility condition assessments and other associated services).

The proposed Amendment No. 5 provides for a modification to the original agreement for additional services to collect energy consumption and billing data for utilities that provide services to City-owned facilities, providing energy analysis tools to identify energy/cost-saving opportunities and facilitating square feet of City-owned facilities. This Resolution transfers the funds from the Public Works operating budget for the additional contract services.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$60,446.91 shall be transferred from the "2025" Public Works operating budget for contract services (10140103 53003) to Public Works Asset Management Project Account CI2210.

Funding in the amount of \$60,446.91 will be paid from Project Account CI2210, Public Works Asset Management Project.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Resolution will prevent the City from acquiring the additional services.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 21-041B Brightly Amendment No 5

RESOLUTION NO. 15925

A RESOLUTION APPROVING AMENDMENT NO. 5 TO THE SUBSCRIPTION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BRIGHTLY SOFTWARE, INC., A DELAWARE CORPORATION, FORMERLY DUDE SOLUTIONS, INC., IN THE AMOUNT OF \$60,446.91 FOR PROJECT NO. 21-041 PUEBLO STREET ASSESSMENT PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME.

WHEREAS, Project No. 21-041, Pueblo Street Assessment Project was awarded to Dude Solutions, Inc., (now Brightly Software, Inc.), on October 12, 2021;

WHEREAS, Amendment No. 1 to the Master Services Agreement was approved on July 11, 2022;

WHEREAS, Amendment No. 2 to the Master Services Agreement was approved on June 12, 2023;

WHEREAS, Amendment No. 3 to the Master Services Agreement was approved on December 26, 2023;

WHEREAS, Amendment No. 4 to the Master Services Agreement was approved on August 26, 2024; and

WHEREAS, the City of Pueblo and Brightly Software, Inc., (formerly Dude Solutions, Inc.), desire to modify the Agreement to provide additional services to the City; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of \$60,446.91 shall be transferred from the "2025" Public Works Operating Budget, Contract Services (10140103 53003), to Project Account CI2210, Public Works Asset Management.

SECTION 2.

Amendment No. 5 (the "Amendment"), by and between the City of Pueblo, a Colorado Municipal Corporation, and Brightly Software, Inc., a Delaware corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved, and City Council authorizes the additional work contemplated by the Amendment to be performed in the amount of \$60,446.91.

SECTION 3.

Funds for services rendered under Amendment No. 5 shall be paid from Project Account CI2210, Public Works Asset Management in the amount of \$60,446.91.

SECTION 4.

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

SECTION 5.

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

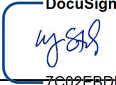
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 10, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

AMENDMENT NO. 5 TO THE MASTER SUBSCRIPTION AGREEMENT BY AND BETWEEN THE CITY OF PUEBLO AND BRIGHTLY SOFTWARE, INC.

This Amendment No. 5 to the Master Subscription Agreement ("Amendment") is executed to be effective as of the ____ day of _____, 20____, by and between the City of Pueblo, a Colorado Municipal Corporation (hereafter referenced as "Subscriber") and Brightly Software, Inc., a Delaware Corporation registered to do business in the State of Colorado, formerly Dude Solutions, Inc. (hereafter referenced as "Brightly" or "Company"). Subscriber and Brightly are sometimes referred to herein as a "Party" and collectively, as the "Parties."

WITNESSETH THAT:

WHEREAS, Subscriber and Brightly entered into that certain Master Subscription Agreement dated October 27, 2021 (the "Agreement") for Bid 21-041B RFP - Contracting Services for City of Pueblo Street Assessment Project and Amendment No. 1 dated July 12, 2022, Amendment No. 2 dated July 12, 2023, Amendment No. 3 dated October 20, 2023, and Amendment No. 4 dated August 28, 2024 (collectively the "Agreement Documents");

WHEREAS, to the extent professional services are included in this Amendment, the Services Addendum ("PSA") attached hereto as Exhibit B is expressly incorporated herein by reference;

WHEREAS, Subscriber and Brightly desire to amend the Agreement pursuant to the provisions set forth herein;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Subscriber and Brightly hereby agree to the following conditions.

AGREEMENT

1. The Agreement Documents shall be amended to add services ("Additional Services"), to include, but not limited to, implementation services for additional Energy Manager Professional, Utility Bill Population, and Historical Utility Bill Population (software). Brightly shall commence and satisfactorily complete work for the Additional Services according to the Proposal Q-428383 dated January 13, 2025, attached hereto and incorporated herein as Exhibit A, including its responsibilities under the Agreement, and all documentation provided to Subscriber detailing the products, services, and their functions. The Additional Services shall include all usual and customary professional consulting services in connection with Brightly's work.
2. Exhibit A to this Amendment No. 5 outlines the professional services fee scheduled for aggregate compensation payable to Brightly for the Additional Services and items, and shall not exceed the maximum amount of \$60,466.91, as set forth in Exhibit A. No compensation shall be paid to Brightly for services required and expenditures incurred in correcting Brightly's mistakes or negligence.

3. Brightly shall be responsible for the professional quality, technical accuracy, and timely completion of Brightly's work, including that performed by Brightly's subconsultants and subcontractors, and including reports and other services.
4. Subject to the Colorado Governmental Immunity Act (CGIA), Brightly shall be responsible for the safety of Brightly's employees in the execution of work under the Agreement and shall provide all necessary safety and protective equipment for said employees, if any.
5. Section 8.2 of the PSA is hereby deleted in its entirety and is of no effect with respect to the Additional Services, this Amendment, and the Agreement.
6. Section 2.2 of the PSA is hereby deleted in its entirety and replaced with the following language:

2.2 Incidental Expenses. If stated in an applicable Order, Subscriber will reimburse Company for travel and related business expenses incurred in connection with Professional Services. If an estimate of incidental expenses is included in the applicable SOW or Order Form, Company will not exceed a 3% inflation of such estimate without the written consent of Subscriber. Should Company not obtain Subscriber's prior written approval for any travel and related business expenses not included in the applicable Order, Subscriber shall not have to pay any associated cost.
7. Before undertaking any work or incurring any expense which Brightly considers beyond or in addition to that described in Exhibit A or otherwise contemplated by the terms of the Agreement or this Amendment, Brightly shall advise Subscriber in writing that (i) Brightly considers the work beyond the scope of the Agreement, (ii) the reasons that Brightly believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Brightly shall not proceed with any out of scope or additional work until authorized in writing by Subscriber. The compensation for such authorized work shall be negotiated. Unauthorized work shall not be compensated.
8. Subscriber Data, Subscriber Content, and Deliverables, (as defined in accordance with the Agreement) prepared or provided by Brightly pursuant to this Amendment shall become the sole property of Subscriber solely for its internal business purposes associated with its use of Company's Services, and Subscriber shall be vested with all rights therein of whatever kind or nature and however created, whether by common law, statute, or equity. Subscriber shall have access at all reasonable times to Subscriber Data, Subscriber Content, and Deliverables and make copies of all notes, plans, reports, and all other data or other documents pertaining to the Deliverables under this Amendment.
9. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
10. Except as expressly modified by this Amendment, the Agreement Documents shall remain in full force and effect. Except as modified by this Amendment, any obligations to be performed under the

Agreement Documents by either party are not waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Agreement Documents as it existed prior to this Amendment.

11. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document with the same effect as if all Parties had signed the same original. The Parties further agree that transmission of this Amendment by any electronic format, telecopy or via email in a PDF format, shall be deemed transmission of the original Amendment for all purposes. Electronic signatures shall be deemed valid and binding to the same extent as the original.

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

BRIGHTLY SOFTWARE, INC.

By _____
Naomi Hedden, Director of Purchasing

By _____
Brian Benfer, Senior Vice President of Sales

Attest _____
Marisa Stoller, City Clerk

By _____
Mike Knox, Vice President of Sales

[SEAL]

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

Danny Nunn, Director of Finance

APPROVED AS TO FORM

Robert P. Jagger, Deputy City Attorney

Attachments: Exhibit A
Exhibit B
Additional Information for Amendment

Exhibit A

Brightly Solutions Proposal Q-428383 dated January 13, 2025, pages 2 - 11



Q-428383

- Sourcewell contract #090320-SDI
- <https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi>

Subscription Term: 12 months (01/01/2025 - 12/31/2025)

Cloud Services				
Item	Start Date	End Date	Pricing Based On	Investment
Energy Manager Professional	1/1/2025	12/31/2025	500.00 Facilities	22,179.01 USD
				Subtotal: 22,179.01 USD
Managed Services				
Item	Start Date	End Date	Pricing Based On	Investment
Utility Bill Population	1/1/2025	12/31/2025	750.00 Accounts	37,829.00 USD
				Subtotal: 37,829.00 USD
Professional Services				
Item			Pricing Based On	Investment
Historical Utility Bill Population			10.00 Accounts	438.90 USD
				Subtotal: 438.90 USD
Total Initial Investment				60,446.91 USD



Utility Bill Population and Historical UBP – Standard Implementation Statement of Work

Purpose

Brightly (Company) Utility Bill Population Standard Implementation is designed to provide our customers with guidance by experienced subject matter experts to ensure an effective and efficient implementation and a faster ROI. With over 12,000 customers successfully using our software, we understand what it takes to successfully implement your solution and look forward to working with you through our Standard Implementation service.

Value

By partnering with Brightly and taking advantage of our Standard Implementation Service, you are provided expert guidance in the best practice enrollment of the Utility Bill Population service (Historical and/or Ongoing) in conjunction with your Energy Manager database.

By following our focused project plan, you will experience faster time to value with utility bill data populating into your Energy Manager database. Our approach streamlines the enrollment process and empowers the Customer Project Lead to fully own and operationalize Energy Manager with historical and/or current, ongoing utility bill data quickly within their organization. The sooner your login credentials are validated and/or utility bills are uploaded to your folder, the sooner data will come in to the database.

Any changes to this statement of work shall be handled through project change controls.

Deliverables

- Project Kick-Off Call
- Access to Financial Force Community project collaboration tool
- Final utility bill population configuration supported by 1-on-1 bill acquisition and enrollment guidance
- Go-live support during enrollment and launch
- Unlimited access to Help Site, Virtual Classroom Trainings, and Best Practice webinars with office hours during and after project
- Support resources are available for technical assistance by Phone and Email between 8am – 6pm EST, Monday - Friday
 - Phone: 1-877-655- 3833
 - Email: energy.support@brightlysoftware.com

Methodology and Approach

Brightly understands the importance of moving quickly to be able to configure a new system and drive adoption within your organization to facilitate a smooth transition from your current system to Energy Manager. Your Standard Utility Bill Population Implementation will begin with a Kickoff Call with one of our Implementation Specialists. From there, an Implementation Specialist will guide and assist you through the enrollment. Below is a summary of the standard implementation process.

Standard Implementation for Historical and Ongoing Utility Bill Population Service



Your implementation team will be here to assist you during the duration, beginning with the Kick-Off Call.

PHASE	Project Kick Off	Responsible Party
Kick Off	Kickoff Call with Implementation Specialist. (Concurrent with Energy Manager) Agenda: • Introductions – Project Roles and Responsibilities • Overview of Implementation Process and Tools • Discuss Current Processes and Goals • Review Basecamp and Resources • Review Utility Bill Population Spreadsheet • Determine Timeline and Next Steps	Implementation Specialist Key Customer Personnel (Customer Project Lead, other major stake holders)
	Utility Account Enrollment	
Account and Bill Gathering	• Customer fills out the Utility Bill Population Spreadsheet: • Enter Vendor Name for Each Account to be Enrolled in UBP Service • Enter Utility Bill Account Numbers to be Enrolled in UBP Service • Enter the Vendor Websites where bills are to be gathered • Enter User Name for Vendor Websites where bills are to be gathered • Enter Passwords for Vendor Websites where bills are to be gathered • If bills cannot be gathered online, customer must indicate that clean PDF bills will be supplied. • Customer will be given a secure ShareFile link where PDF bills can be uploaded by the customer for processing and import into Energy Manager. • Implementation Specialist will review Utility Bill Population Spreadsheet with the customer and discuss any issues that would prohibit enrollment and population of bills. • Implementation Specialist will work with data vendors to conduct preliminary enrollment and identify issues with selected accounts. • Implementation Specialist will advise customer of any enrollment issues identified, make changes as needed, and will produce a final Utility Bill Population spreadsheet. • Customer approves final Utility Bill Population spreadsheet and provides final validation of accounts to be enrolled after which modifications to accounts or enrollments will be handled through the change control process.	Customer Project Lead Implementation Specialist



	Utility Account Enrollment	
Enrollment and Post Enrollment	- Implementation Specialist will formally enroll vendors with bills available online with the Utility Bill Population service. - Implementation Specialist will formally enroll vendors with PDF copies of bills with the Utility Bill Population service. - If sub-accounts are identified during enrollment that add to the total number of accounts then a re-scoping and re-pricing exercise might be necessary to finalize the number of accounts. - Implementation Specialist will coordinate with the Energy Data Team on any issues that arise during bill retrieval or population - Implementation Specialist will work with customer to resolve issues as needed. - Customer may connect with Implementation Specialist on enrollment progress.	Customer Project Lead Implementation Specialist
	Utility Bill Population	
Bill Population	- Energy Data Team will import utility bill data into the customer's database as it is made available by the utility vendors received for historical and/or ongoing population within 20 business days for historical bill data and 10 business days for ongoing bill data from being posted by vendor. - Energy Data Team will import utility bill data into the customer's database as it is made available by the customer for historical and/or ongoing population within 30 business days for historical bill data and 10 business days for ongoing bill data from being posted to ShareFile by the customer. - Energy Data Team will work to resolve any issues that arise during import of historical or ongoing utility bill population.	Customer Project Lead Energy Data Team
	Support: Utility Bill Population (Post Implementation)	
Utility Bill Population Enrollment Completion and Ongoing Support	- Confirm goals defined during Kickoff Call have been met - Customer will contact the Company, Inc. Legendary Support Team if bill data is missing or imported incorrectly through phone or email. - Company Support by Phone: 1-877-655-3833 - Company Support by Email: energy.support@brightlysoftware.com	Customer Project Lead Implementation Specialist

Special Conditions for Utility Bill Population

The Utility Bill Population Service is subject to additional terms that include the following:

- **Login Requirements:** The customer must provide usernames, passwords and billing statements for utility accounts.



- **UBP Agreement Term:** The term of this agreement is to exist and continue for one year which is to begin at the date of the acceptance of this proposal.
- **Invoice:** The invoice is sent when the Utility Bill Population service is launched and the support phase of the process is started.
- **Additional Accounts:** Additional accounts beyond those documented in this proposal can be set up by contacting the Company Customer Service Center and are subject to additional set-up charges and renewal amounts.

Responsibilities and Assumptions

- **Customer Resource Availability:** The customer will schedule time for the appropriate resources to be available to the Implementation Specialist for all scheduled required activity. The success of this process is dependent on the attendance and full engagement of the key stakeholders.
- **Online Access:** The customer will need to provide Company authorization via login names and passwords to your utility providers' websites in order to access, process, and enter bills that are available online.
- **Softcopy Bills:** It is customer's responsibility to provide legible PDF softcopies for all utility bills without online access for any utility providers and associated accounts that the customer wishes to have included in the Utility Bill Population service. This will allow Company to retrieve current utility bill data so that data can be populated in the software solution for the corresponding accounts on a monthly basis. We can furnish a guide that outlines the scanning and PDF requirements that should be followed when this service is purchased.
- **Accuracy and Availability:** It is the customer's responsibility to contact their utility providers regarding missing or inaccurate utility bill data for accounts included in the Utility Bill Population. Company is responsible for accurate and timely entry of utility bill data into the corresponding Energy Manager account.
- **Line Items:** Company has designed the Utility Bill Population Service to capture specific line items from the bills based on the specific utility type. This is a standard list that can be provided and shows which lines items we track.
- **Utility Bill Population Import Template:** As part of the service, Company will add a bill import template called "Utility Bill Population Import" or similar. It will contain the columns and tags needed in order to provide the UBP Service each month.
- **Historical Utility Bill Population:** The same authorization is needed as the ongoing Utility Bill Population service if Company is going to be accessing historical bill data online. You may also provide legible, electronic PDF file copies of utility bills that are historical in nature to build out the requested historical data in Energy Manager if they are not available to be gathered online. Most utility companies have between 18 – 24 months of historical bills, but it will vary per vendor.
- **Working with Utility Companies:** In most cases, Company is not able to work directly with your Utility Companies to obtain bills or other information. In limited circumstances, we can work directly with Utility Companies; however, this can incur additional costs and must be specifically included in the proposed services. This also often extends the timeline to deliver populated data because Utility Companies are often slow to respond to non-customer requests. If Company includes working with your vendors as part of our proposed services, due to privacy policies and best practices, Utility Companies often ask for a Letter of Authorization from their customers in order to talk with a 3rd Party, such as Company. These letters only authorize Company to make inquiries about our customers' accounts and bills, and does not usually mean full access to online accounts and bills. We still need our customers to



provide bills either through online login credentials that can access bills and/or PDF copies.

Change Controls

- After the Utility Account Enrollment phase is complete and bill population has begun, any changes to enrolled accounts, facilities, or other data configuration changes need to be directed to Company Support and might require a re-scoping and re-pricing exercise.
- Parties may agree to modify the Services through a written change order specifically referencing this applicable Statement of Work. Such change order will become part of the applicable Statement of Work when executed by both Parties, and the services described therein will become part of the Services.
- You may request that Company add services not in the Specifications by submitting a written proposed change order to Company. Such change order will become part of the applicable Statement of Work when executed by both Parties, and the services described therein will become part of the Services.



Order terms

BY SIGNING THIS ORDER FORM, WHETHER BY ELECTRONIC OR WRITTEN SIGNATURE, YOU ARE PLACING A BINDING ORDER FOR THE OFFERINGS SHOWN. IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE OFFERINGS.

- A. The "Effective Date" of the Agreement between Customer and Brightly Software, a Siemens Company ("Siemens") is the date Customer accepts this Order
- B. Proposal expires in sixty (60) days.
- C. The Siemens entity entering into this Agreement is Brightly Software, Inc., a Delaware corporation, and the notice address shall be Corporate Trust Center, 1209 Orange Street, Wilmington, DE 19801 USA, Attn: Brightly Software.
- D. By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Customer agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- E. Payment terms: Net 30
- F. This Order and its Offerings will be subject to the terms and conditions of the Terms of Service (the Base Terms together with any applicable Supplemental Terms) found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Agreement"), unless Customer has a separate written agreement executed by Brightly Software, Inc. for the Offerings, in which case the separate written agreement will govern its defined Term. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or other document from Customer are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
- G. Where the Customer is a state, local, or public education entity created by the laws of the applicable state, Siemens and Customer agree that the provisions of the State, Local Government, and Higher Education Addendum ("SLED Addendum") found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) take precedence over any conflicting terms in the Agreement to the extent the deviations set forth therein are required by applicable law.
- H. Siemens shall invoice Customer and Customer agrees to pay Siemens the amount specified on this Order. Quantities purchased may not be decreased during the relevant Subscription Term. Customer is responsible for providing complete and accurate billing and contact information to Siemens and notifying Siemens promptly of any changes to such information.
- I. If Customer is paying by credit card or Automated Clearing House ("ACH"), Customer shall establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, Siemens is hereby authorized to charge any applicable fees, including any processing fees, using such Automatic Payment Method.
- J. Customer is responsible for paying all taxes associated with its purchases hereunder. Siemens shall invoice



Customer and Customer shall pay that amount unless Customer provides Siemens with a valid tax exemption certificate, direct pay permit, or other government-approved documentation. Notwithstanding the foregoing, Customer is responsible for, and, to the extent permitted by law, will indemnify Siemens for: 1) any encumbrance, fine, penalty or other expense which Siemens may incur as a result of Customer's failure to pay any taxes required hereunder, and 2) any taxes, including withholding taxes, resulting from making an Offering available to Users in geographic locations outside the country in which Customer is located as per the Order. For clarity, Siemens is solely responsible for taxes assessable against Siemens based on its income, property and employees.

- K. Siemens maintains the right to increase fees within the Subscription Term for Recurring Fee Offerings by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
- L. In the event Customer purchases the Cloud Services (including any renewals thereof) through an authorized reseller of Siemens, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or taxes. Such terms and conditions shall be negotiated solely by and between Customer and such authorized reseller. In the event Customer ceases to pay the reseller, or terminates its agreement with the reseller, Siemens shall have the right to terminate Customer's access to the Cloud Services at any time upon thirty (30) days' notice to Customer unless Customer and Siemens have agreed otherwise in writing.

Cloud Services

- A. Billing frequency: Annual
- B. Cloud Services Offerings will be subject to the terms and conditions of the General Software and Cloud Supplemental Terms found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) .
- C. Any Offerings identified as Cloud Services on this Order shall automatically renew for additional periods equal to the expiring Subscription Term or one year, whichever is longer, unless either party has provided written notice of its intent to terminate the Cloud Service subscription not less than forty-five (45) days prior to the expiration of the then-current Subscription Term.
- D. During the Term, Siemens shall, as part of Customer's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, Monday through Friday ("Business Hours"), excluding holidays.
- E. Siemens shall use commercially reasonable efforts to make its Software or Cloud Service available 99.9% of the time for each full calendar month during the Subscription Term, determined on twenty-four (24) hours a day, seven (7) days a week basis (the "Service Standard"). The Service Standard availability for access and use by Customer(s) excludes unavailability when due to: (a) any access to or use of the Cloud Service by Customer or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Customer's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with internet service or non-Cloud Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Cloud Service by Siemens pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Cloud Service, the total amount of time (measured in minutes) during an applicable calendar month when such Cloud Service is unavailable for the majority of Customer's Account Users due to planned Cloud Service maintenance. To the extent reasonably practicable, Siemens shall use reasonable efforts to provide eight (8) hours prior notice of



Cloud Service maintenance events and schedule such Cloud Service maintenance events outside the applicable business hours.

- F. Siemens reserves the right to block IP addresses originating a Denial of Service (DoS) attack. Siemens shall notify Customer should this condition exist and inform Customer of its action. Once blocked, an IP address shall not be able to access the Cloud Service and the block may be removed once Customer is satisfied corrective action has taken place to resolve the issue. Siemens also reserves the right to suspend or terminate service if Customer: 1) performs load tests, network scans, penetration tests, ethical hacks or any other security auditing procedure on the Cloud Service, 2) interferes with or disrupts the integrity or performance of the Cloud Service or data contained therein, or 3) otherwise violates the use restrictions under this Agreement.

Managed Services

- A. Billing frequency: Annual
- B. Managed Services Offerings will be subject to the terms and conditions of the Services Supplemental Terms found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>).
- C. Any Offerings identified as Managed Services on this Order shall automatically renew for additional periods equal to the expiring Subscription Term or one year, whichever is longer, unless either party has provided written notice of its intent to terminate the Managed Service subscription not less than forty-five (45) days prior to the expiration of the then-current Subscription Term.

Professional Services:

- A. Professional Services Offerings will be subject to the terms and conditions of the Services Supplemental Terms found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>).
- B. Unless otherwise specified in an applicable Order: (i) Siemens will perform the Professional Services during workdays, Monday through Friday, up to 8 hours a day; (ii) any estimate of hours or costs are reasonable, good faith estimates only; and (iii) each task is performed as firm fixed price work or time and materials as described in this Order. Siemens is only obliged to supply Professional Services and/or Deliverables as expressly stated in this Order. Siemens shall not be obliged to supply any Professional Services and/or Deliverables without a valid Order.
- C. **Scheduling.** Siemens requires at least 6 weeks advanced notice from the acceptance of an Order to schedule Professional Services delivery dates when travel is required. Onsite Professional Services shall be delivered consecutively in a single onsite visit unless the applicable Order includes the additional fees and incidental expenses associated with multiple visits.
- D. **Unused Professional Services.** Unless otherwise specified in the Order, Siemens reserves the right to expire any unused Professional Services 6 months from the Effective Date set forth on the Order, and Customer will not be entitled to receive a refund for any fees prepaid for such expired Professional Services.
- E. **Customer Cooperation.** Customer will cooperate reasonably and in good faith with Siemens in its performance of Professional Services by: (i) providing access to any necessary Customer Data, (ii) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Siemens to perform its obligations under the Order, and (iii) actively participate in scheduled project meetings. Any delays in the performance of Professional Services or delivery of Deliverables caused by Customer may result in additional applicable charges for resource time.
- F. **Incidental Expenses.** Customer will reimburse Siemens for travel and related business expenses incurred in connection with Professional Services. If an estimate of incidental expenses is included in the Order, Siemens will not exceed a 5% inflation of such estimate without the written consent of Customer.



Special Terms

- A. Customer hereby authorizes Siemens and its service provider to use Customer's credentials to access Customer utility account information and use the utility information in connection with the Offerings and to utilize the information for any purpose permitted by law.

Additional information

- A. Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (<mailto:accountsreceivable@brightlysoftware.com>).
- B. Billing frequency other than annual is subject to additional processing fees.
- C. Provide Siemens with the purchase order number, if applicable. Acceptance of this Order without a purchase order number indicates that a purchase order is not necessary. Please reference Q-428383 on any applicable purchase order and email to Purchaseorders@Brightlysoftware.com (<mailto:Purchaseorders@Brightlysoftware.com>).
- D. Brightly Software, Inc. can provide evidence of insurance upon request.

Exhibit B

Professional Services Addendum

THIS PROFESSIONAL SERVICES ADDENDUM ("Addendum") is an addendum to the Master Subscription Agreement (the "Agreement") between Brightly Software ("Company") and Subscriber, as defined in the Agreement. This Addendum applies to the extent that Subscriber and Company execute an Order Form that includes a Statement of Work ("SOW") for the provision of Professional Services to be provided by Company for Subscriber.

BY ACCEPTING THIS ADDENDUM, EITHER BY CLICKING A BOX INDICATING ACCEPTANCE, BY RESELLER PURCHASE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS ADDENDUM OR BY OTHERWISE ACCESSING AND USING THE PROFESSIONAL SERVICES, SUBSCRIBER AGREES TO THE TERMS OF THIS AGREEMENT. AS A RESULT, PLEASE READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY.

1. PROFESSIONAL SERVICES.

1.1 Scope. Company will provide such Professional Services and supply Deliverables to Subscriber in accordance with the terms of the Agreement and all applicable SOWs or Order Forms. Unless otherwise specified in an applicable SOW or Order Form: (i) Company will perform the Professional Services during workdays, Monday through Friday, up to 8 hours a day; (ii) any estimate of hours or costs are reasonable, good faith estimates only; and (iii) each task is performed as firm fixed price work or time and materials. Company is only obliged to supply Professional Services as expressly stated in the SOW and shall not be obliged to supply any Professional Services and/or Deliverables until both Parties have approved the applicable SOW.

1.2 Scheduling. Company requires at least 6 weeks advanced notice from the acceptance of an Order Form or reseller purchase to schedule Professional Services delivery dates when travel is required. Onsite Professional Services shall be delivered consecutively in a single onsite visit unless the applicable Order Form or reseller purchase includes the additional fees and incidental expenses associated with multiple visits.

1.3 Unused Professional Services. Unless otherwise specified in the applicable SOW, any unused order for Professional Services will expire 6 months from the date of order, and Subscriber will not be entitled to receive a refund for any fees prepaid for such expired Professional Services.

1.4 Relationship to Other Services. The Addendum is limited to Professional Services and does not convey any right to use any other Company Services. Subscriber agrees that Professional Services is not contingent on the delivery of any future Service functionality or features other than Deliverables,, or on any oral or written public comments by Company regarding future Service functionality or features.

1.5 Subscriber Cooperation. Subscriber will cooperate reasonably and in good faith with Company in its performance of Professional Services by: (i) providing access to Subscriber Data, (ii) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Company to perform its obligations under the SOW or Order Form, and (iii) actively participate in scheduled project meetings. Any delays in the performance of Professional Services or delivery of Deliverables caused by Subscriber may result in additional applicable charges for resource time.

1.6 Acceptance. Any Deliverables are stated in the SOW or Order Form. Unless otherwise specified in the applicable SOW, Deliverables will be considered accepted upon Subscriber's written notice thereof (e-mail is sufficient) or two (2) business days from delivery whichever is sooner, provided Subscriber's rejection is limited to failure to materially conform to the SOW's specifications. An effective notice of rejection must specifically disclose the material failure to conform to its specifications. In response to rejection, Company may revise and redeliver the Deliverable, and thereafter the procedures of this Section will repeat.

1.7 Change Order. Changes to Professional Service defined in an Order Form, SOW or reseller purchase, shall require a written Change Order signed by the parties prior to implementation of such change(s). Changes may include, for example, alterations to the Professional Service scope of work, Deliverables or changes to fees or schedule.

2. FEES & PAYMENT TERMS.

2.1 Payment. Subscriber will pay Company the fees specified in each SOW or Order Form contained therein. Unless the SOW or Order Form provides otherwise, Subscriber will pay Company within thirty (30) calendar days from the date of invoice. Where multiple onsite visits are scheduled, the Professional Services, fees and incidental expenses shall be invoiced upon the completion of each visit.

2.2 Incidental Expenses. Subscriber will reimburse Company for travel and related business expenses incurred in connection with Professional Services. If an estimate of incidental expenses is included in the applicable SOW or Order Form, Company will not exceed a 5% inflation such estimate without the written consent of Subscriber.

3. TERM AND TERMINATION.

3.1 Term. Each SOW term shall begin on the effective date specified in the applicable SOW or Order Form and end on the date that the Professional Services are completed. Unless earlier terminated as set forth below, the terms of this Addendum will continue until termination or expiration of the applicable SOW. Termination shall be in accordance with the Agreement.

3.2 Termination. Either party may terminate a SOW or this Addendum for the other's material breach of such SOW or this Addendum, as applicable, on thirty (30) days' written notice, provided that if the other party cures the breach before expiration of such notice period, the SOW will not terminate. Additionally, all SOWs will immediately terminate upon termination or expiration of the Agreement.

3.3 Effect of Termination. Upon termination of a SOW: (1) if such SOW provides for an hourly or per unit fee, Subscriber will pay Company such fee for the work performed up to the date of termination; and (2) if the SOW provides for a fixed fee, Subscriber will pay Company the reasonable value of the Professional Services rendered by Company up to the termination date. Termination of a SOW for any reason, including without limitation for cause, will not terminate any other SOW.

4. PROPRIETARY RIGHTS AND LICENSES.

4.1 Confidential Information. As between the parties, each party retains all ownership rights in and to its Confidential Information as set forth in the Agreement.

4.2 Subscriber Data. Subscriber does not grant to Company any rights in or to Subscriber's intellectual property except such licenses as are required for Company to perform its obligations under the Agreement.

4.3 License for Deliverables. Upon payment of fees due under an applicable SOW or Order Form, Company grants Subscriber a worldwide, perpetual, non-exclusive, non-transferable, royalty-free license to copy, maintain, use and run (as applicable) solely for its internal business purposes associated with its use of Company's Services any Deliverables created by Company solely for Subscriber under this Agreement. Company and Subscriber each retain all right, title and interest in their respective Intellectual Property and Company retains all ownership rights in the Deliverables.

5. WARRANTY.

Company represents and warrants that all Professional Services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of this warranty in Section 5, Subscriber's exclusive remedy and Company's entire liability shall be the re-performance of the applicable Professional Services.

6. DISCLAIMER.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH SECTION 5 ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, Company AND ITS THIRD PARTY PROVIDERS DISCLAIM ALL WARRANTIES OF ANY KIND RELATED TO THE DELIVERABLES OR THE PERFORMANCE OF PROFESSIONAL SERVICES HEREUNDER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. Company DOES NOT WARRANT THE RELIABILITY, TIMELINESS, SUITABILITY, OR ACCURACY OF THE DELIVERABLES OR THE RESULTS SUBSCRIBER MAY OBTAIN BY USING THE DELIVERABLES. IN PARTICULAR, Company DOES NOT WARRANT UNINTERRUPTED OR ERROR- FREE OPERATION OF THE DELIVERABLES, THAT THE DELIVERABLES WILL CONTINUE TO FUNCTION WITH ANY SUBSCRIPTION SERVICES AFTER THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD, OR THAT Company WILL CORRECT ALL DEFECTS OR PREVENT THIRD PARTY DISRUPTIONS OR UNAUTHORIZED THIRD PARTY ACCESS.

7. NON-EXCLUSIVITY OF PROFESSIONAL SERVICES.

Notwithstanding the Confidentiality obligations set forth in Section 8 of the Agreement and this Addendum, Subscriber acknowledges and agrees that (i) multiple Subscribers may require similar Professional Services or Deliverables and that Company may be developing similar Professional Services and Deliverables for other third parties, (ii) Company may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information of Subscriber, (iii) nothing will prohibit Company from developing or having developed for it customizations, configurations, feature, concepts, systems or techniques that are similar to the Deliverables, and (iv) nothing will prohibit Company from re-using with another Subscriber or making generally available as part of Subscription Services all or part of any customization, configuration, feature, concept, system or technique developed hereunder.

8. IP INDEMNITY.

8.1 Indemnification by Company. In addition to the indemnification obligations set forth in Section 6 of the Agreement and subject to this Addendum, Company will (i) defend, or at its option settle, any claim, demand, action or legal proceeding ("Claim") made or brought against Subscriber by a third party alleging that the use of the Deliverable(s) as contemplated hereunder directly infringes the intellectual property rights of such third party, and (ii) pay (a) any final judgment or award directly resulting from such Claim to the extent such judgment or award is based upon such alleged infringement or (b) those damages agreed to by Company in a monetary settlement of such Claim. Company's obligations to defend or indemnify will not apply to the extent that a Claim is based on (I) Subscriber Data, Subscriber's or a third party's technology, software, materials, data or business processes; (II) a combination of the Deliverable(s) with non-Company products or services; or (III) any use of the Deliverable(s) not in compliance with this Addendum. In the event of a Claim, Company may, in its discretion and at no cost to Subscriber (A) modify the Deliverable(s) so that they are no longer the subject of an infringement claim, (B) obtain a license for Subscriber's continued use of the Deliverable(s) in accordance with this Addendum, or (C) suspend use of the Deliverable in question and refund to Subscriber a pro rata portion of the fees paid for every month during which Subscriber is prevented from using the infringing Deliverable as a result of such infringement, during the first three years after delivery of such Deliverable.

8.2 Indemnification by Subscriber. To the extent permitted by law and subject to this Addendum, Subscriber will (i) defend, or at its option settle, any Claim made or brought against Company by a third party alleging that (I) Subscriber Data, Subscriber's or a third party's technology, software, materials, data or business processes; (II) a combination of the Deliverables with non-Company products or services; or (III) Subscriber's use of the Deliverables, other than as authorized in this Addendum, violates applicable law or regulations or infringes the intellectual property rights of, or has otherwise harmed, a third party; and (ii) pay (a) any final judgment or award directly resulting from such Claim, or (b) or those damages agreed to in a monetary settlement of such Claim.

THIS SECTION 8 STATES COMPANY'S SOLE OBLIGATION, AND SUBSCRIBER'S SOLE REMEDY, WITH REGARDS TO CLAIMS THAT THE DELIVERABLES INFRINGE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

9. LIMITATION OF LIABILITY. IN ADDITION TO THE OBLIGATIONS UNDER THE AGREEMENT, IN NO EVENT SHALL COMPANY, IN THE AGGREGATE, BE LIABLE FOR DAMAGES TO SUBSCRIBER IN EXCESS OF THE TOTAL AMOUNT PAID BY SUBSCRIBER UNDER THE APPLICABLE SOW TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. THE FOREGOING LIMITATION WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. UNDER NO CIRCUMSTANCES SHALL COMPANY HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, OR CONSEQUENTIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR PRODUCTS LIABILITY. NOTHING IN THIS SECTION SHALL LIMIT SUBSCRIBER'S PAYMENT OBLIGATIONS UNDER SECTION 4 OF THE AGREEMENT.

10. MISCELLANEOUS

10.1 Order of Precedence. In the event of a conflict, the provisions of an authorized SOW will prevail over those of this Addendum. Neither party's acts nor omissions related to Professional Services, to a SOW, or to this Addendum, including without limitation breach of a SOW or of this Addendum, will give the other party any rights or remedies not directly related to the SOW in question.

10.2 Independent Contractor. The parties are independent contractors and nothing in this Agreement should be construed to create a partnership, agency, joint venture, fiduciary or employment relationship between the parties. Neither party is authorized to make any representation or commitment on behalf of the other party. Each party assumes full responsibility for the actions of its personnel while performing Services and such party will be solely responsible for the supervision, daily direction, control of its personnel and for the payment of all of their compensation.

10.3 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

10.4 Force Majeure. Neither party will be responsible for failure or delay of performance of a SOW if caused by an act of nature, war, hostility or sabotage; an electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than thirty (30) days, either party may cancel unperformed Professional Services upon written notice.

10.5 Non-Solicitation. Except where prohibited by law, during the Term of this Addendum and for twelve (12) months thereafter, Subscriber will not solicit for employment, nor knowingly employ (either as an employee, contractor or agent), any of Company's employees or subcontractors without Company's prior written consent. For the purposes herein, "solicit" does not include broad-based recruiting efforts, including without limitation help wanted advertising and general posting open positions.

10.6 Subcontractors. Company may, in its reasonable discretion, use subcontractors inside or outside the United States to perform any of its obligations hereunder. Company will be responsible for the performance of Professional Services by its personnel (including employees and contractors) and their compliance with Company's obligations under this Addendum, except as otherwise specified herein.

10.7 Severability. If any provision of this Addendum is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Addendum will remain in effect.

11. DEFINITIONS.

11.1 "Change Order" means a Company change order that changes the Professional Services as set forth on a SOW, Order Form or defined in a reseller purchase. Change Orders executed by both parties shall be incorporated by reference into the applicable SOW, Order Form or reseller purchase. A Change Order cannot change Services, as defined in the Agreement to include SaaS applications.

11.2 "Deliverable" means a deliverable under an SOW or Order Form.

11.3 "SOW" means a statement of work describing Professional Services to be provided hereunder, that is entered into between Subscriber and Company or which is incorporated into an Order Form that is entered into between Subscriber and Company. A Company Affiliate that executed an SOW with Subscriber will be deemed to be Company as such term is used in this Agreement. SOWs or Order Forms are deemed incorporated herein by reference.

All other capitalized terms used but not defined herein shall have the respective meanings set forth in the Agreement.

Additional Information for Amendment

Colorado Certificate of Good Standing

Colorado PERA Questionnaire

Insurance Certificates

- These items will be added prior to signature



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 10, 2025

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 AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$42,355.34 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 25-030, EMERGENCY PAVEMENT REPAIRS - BONFORTE BLVD, AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

SUMMARY:

This Resolution ratifies and approves award of an Emergency Construction Contract to Cedar Ridge Landscape, Inc. for Project No. 25-030 Emergency Pavement Repairs - Bonforte Blvd.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The asphalt pavement and base course material on Bonforte Boulevard between Liberty Lane and Horseshoe Drive has deteriorated to a condition that is not repairable with patching. Recent winter storms and follow-on freezing and thawing action created a large number of potholes in this particular area in a very short time. Two separate attempts to patch the roadway were made on January 29, 2025 and again on February 1, 2025. Within days of these temporary patches being made the potholes returned. An emergency project to make a full depth repair to a roadway section approximately 4,200 square feet in size was required to protect public safety and to prevent property damage.

This Resolution ratifies the emergency construction contract that was awarded to Cedar Ridge Landscape, Inc. to make the required permanent repairs.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$42,355.34 will be paid from Project Account HUAN01, Street Resurfacing.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Not approve this Resolution, but this would require a finding that there was not an emergency condition.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Final Invoice - Emergency Repairs to Bonforte Blvd

RESOLUTION NO. 15926

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$42,355.34 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 25-030, EMERGENCY PAVEMENT REPAIRS - BONFORTE BLVD, AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

WHEREAS, an emergency City improvement contract was requested by the Director of Public Works and authorized by the Mayor in accordance with Section 1-10-5 of the Pueblo Municipal Code for Project 25-030, Emergency Pavement Repairs - Bonforte Blvd.; and,

WHEREAS, the proposal of Cedar Ridge Landscape, Inc., was determined to be fair and reasonable and which will achieve maximum economy to the City under the conditions prevailing; and,

WHEREAS, an emergency construction contract to complete the repairs was awarded to Cedar Ridge Landscape, Inc., under Project No. 25-030; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council ratifies and approves the contract for the emergency pavement repairs on Bonforte Boulevard with Cedar Ridge Landscape, Inc., Project No. 25-030, Emergency Pavement Repairs - Bonforte Blvd. awarded to said contractor in the amount of \$42,355.34.

SECTION 2.

The Purchasing Agent was authorized to execute said contract on behalf of Pueblo, a municipal corporation, and the City Clerk shall affix the seal of the City thereto and attest same.

SECTION 3.

Funds in the amount of \$42,355.34, for Project No. 25-030 shall be paid from Project Account HUAN01, Street Resurfacing.

SECTION 4.

The officers and staff of the City of Pueblo are authorized to perform any and all acts consistent with the intent of this 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 are hereby ratified.

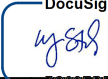
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 10, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Bliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



6 Merritt Ct., Pueblo, CO 81001
Office: (719) 545-2120
Fax: (719) 545-1939
Email: cedar@crlcinc.net

Cedar Ridge Landscape, Inc.

DATE: February 17, 2025
ATTN: Chuck Roy
RE: Invoice: 02-01
Emergency repairs to Bonforte Blvd
between Liberty Ln and Horseshoe Dr.
FROM: Ronald Montoya

Cedar Ridge Landscape has a proven record of providing the services listed within this bid proposal in a neat, orderly, and responsible manner in accordance with recognized standards of workmanship. We engage experienced Installers who work in material and design with a record of successful construction establishment according to the specifications.

Invoice Will Include:

- Remove Existing Asphalt 2,100 SFx \$1.75 = \$3,675.00
- Install PG64-22 Asphalt Patch 60.01 Tons x \$424.00 = \$25,444.24
- Double Yellow Traffic Paint Striping 275 LF x \$6.00 = \$1,650.00
- White Skip lane Striping 140 LF x \$5.75 = \$805.00
- Mobilization 1 LS = \$1,800.00

Any additional class six road base will be \$60/ton.

Total: \$33,374.24

Additional Work:

- 2" Rotomill Asphalt, Install 2" Asphalt Patch (Approx. 587 SF)x\$15.30=\$8,981.10

Total: \$8,981.10

Total Amount Due: \$42,355.34



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 10, 2025

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 \$32,952.50 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 BERKLEY AVENUE AND SMALL AVENUE AND APPROVING A CHANGE ORDER IN THE AMOUNT OF \$14,849.10 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 \$32,952.50 to Russ Grading & Excavating LLC, under Contract No. 23-040 for an emergency storm sewer point repair at the intersection of Berkley Avenue and Small Avenue and approves a change order in the amount of \$14,849.10.

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 small sinkhole at the intersection of Berkley Avenue and Small Avenue. A visual inspection of the inlet and pipe was done. A Closed Caption Television (CCTV) inspection could not be conducted because the pipe was collapsed, and the camera would not fit inside the stormwater pipe. The visual inspection of the inlet and pipe on the southwest corner revealed damage, and they would both need to be replaced. An emergency point repair was required to repair the inlet and pipe 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 which contractors were qualified via competitive bid.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$47,801.60 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. Berkley and Small Invoice 525
2. Berkley and Small Exhibit
3. Berkley and Small Contract DocuSign
4. Berkley and Small EPR Materials Tickets
5. Change Order #1 24-030 signed

RESOLUTION NO. 15927

A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$32,952.50 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 BERKLEY AVENUE AND SMALL AVENUE AND APPROVING A CHANGE ORDER IN THE AMOUNT OF \$14,849.10 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 Berkley Avenue and Small Avenue with Russ Grading & Excavating LLC, Project No. 23-040 (SWAN03) awarded to said bidder in the amount of \$47,801.60 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 Berkley Avenue and Small Avenue 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 \$47,801.60 are hereby ratified.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 10, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

Russ Grading & Excavating LLC

24975 South Rd
Pueblo, CO 81006
USA

INVOICE

Invoice Number: 525
Invoice Date: Feb 17, 2025
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		3/19/25

Quantity	Description	Unit Price	Amount
	23-040 BERKLEY & SMALL EPR		
50.00	R&R 12" HP PIPE <8' DEEP	235.00	11,750.00
6.50	R&R 5" ASPHALT 12" PIPE	148.00	962.00
2.00	R&R STANDARD CURB & GUTTER	50.00	100.00
6.50	INSTALL FLOWFILL	185.00	1,202.50
1.00	R&R SINGLE DENVER 16 COMBO INLET	8,500.00	8,500.00
1.00	MOBILIZATION	4,000.00	4,000.00
	DECREASE CONTRACT		
-50.00	R&R 12" HP PIPE <8' DEEP	235.00	-11,750.00
-2.00	R&R STANDARD CURB & GUTTER	50.00	-100.00
	CONTRACT INCREASES		
8.00	R&R 12" HP PIPE <8'DEEP	245.00	1,960.00
52.00	R&R STANDARD CURB & GUTTER	50.00	2,600.00
8.50	INSTALL FLOWFILL	185.00	1,572.50
1.00	TRAFFIC CONTROL (\$3290.32) + 10%	3,619.35	3,619.35
	CONTRACT CHANGE ORDERS		
186.00	R&R 4" CONC NON REINFORCED	23.00	4,278.00
135.00	R&R 6" CONCRETE	20.00	2,700.00
2.00	INSTALL ADA TACTILE BAND	400.00	800.00
150.00	R&R MISC 5" ASPHALT PATCHING	9.25	1,387.50
1.00	CONNECT TO EXISITNG BOX CULVERT	3,737.50	3,737.50
1.00	SINK HOLE EXCAVATION	5,244.00	5,244.00

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

24975 South Rd
Pueblo, CO 81006
USA

Voice: 719-369-9781
Fax:

Invoice Number: 525
Invoice Date: Feb 17, 2025
Page: 2

Invoice Number: 525
Invoice Date: Feb 17, 2025
Page: 2

City of Pueblo
PO Box 1427
Pueblo, CO 81002

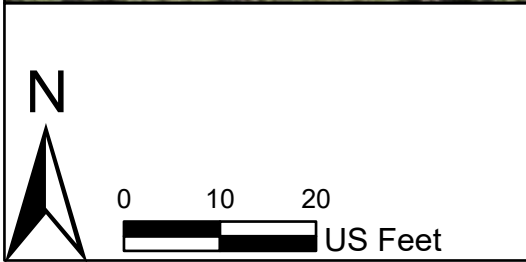
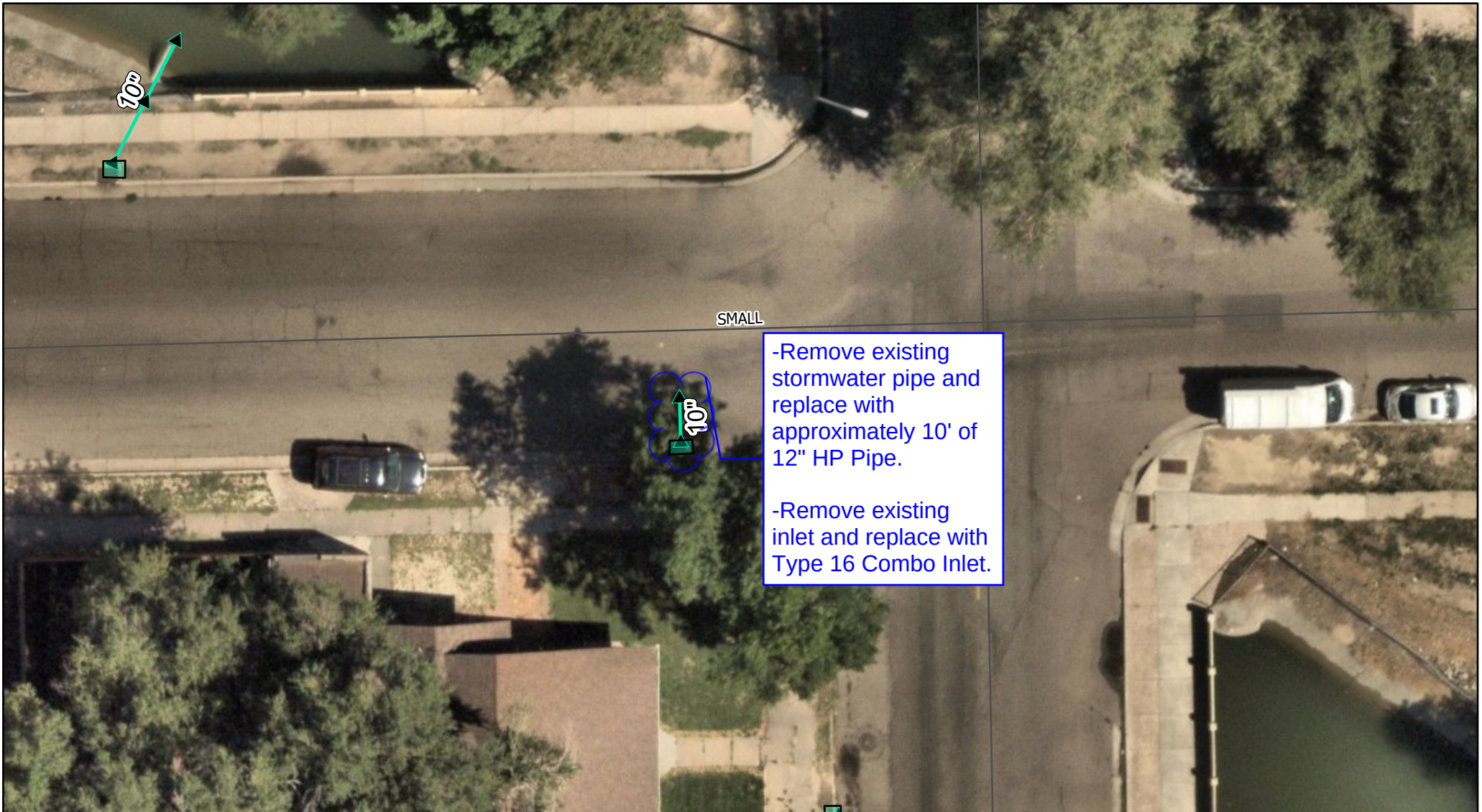
City of Pueblo
PO Box 1427
Pueblo, CO 81002

Customer ID	Customer PO	Payment Terms	
City of Pueblo		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		3/19/25

Quantity	Description	Unit Price	Amount
1.00	BOX CULVERT CRACK SEAL	1,960.75	1,960.75
1.00	ADA RAMP GRADING/SINKHOLE BACKFILL	3,277.50	3,277.50

Subtotal	47,801.60
Sales Tax	
Total Invoice Amount	47,801.60
Payment/Credit Applied	
TOTAL	47,801.60

Check/Credit Memo No:



Berkley and Small	
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



REQUEST FOR QUOTATIONS

Bid No: 23-040 (SWAN03)

Bid Name: 2023-2026 Emergency Storm Sewer Point Repair – Berkley & Small

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:

BID ITEM	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE		AMOUNT	
1.	Remove Existing Pipe and Replace w/12" High Performance Polypropylene Pipe Less than 8' Deep	50	LF	\$	\$235.00	\$	11,750.00
2.	Remove and Replace 5" Asphalt on 6" Class 6 ABC 12" Pipe"	6.5	LF	\$	\$148.00	\$	962.00
3.	Remove and Replace Standard Curb and Gutter	2	LF	\$	\$50.00	\$	100.00
4.	Install Extra Lean Concrete (Flowable Fill)	6.5	CY	\$	185.00	\$	1202.50
5.	Remove and Replace Single Denver 16 Combination Inlet	1	EA	\$	\$8,500.00	\$	8,500.00
6.	Mobilization	1	LS		\$4,000.00	\$	4,000.00
GRAND TOTAL BID						\$	32,952.50

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

DocuSigned by:
Signature:  Bailey Russ Date: 6/14/2024 | 1:16 PM PDT
2CF8AACE262B2470...

Printed Name and Title: Bailey Russ owner

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 14th day of June, 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 – Berkley and Small

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)
 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... Responsible Party

Title Owner

PUEBLO, A MUNICIPAL CORPORATION

DocuSigned by:
By Naomi Hedden
663514DB28C0490... Naomi Hedden, Director of Purchasing



ATTEST:

DocuSigned by:
Marisa Stoller
7C02EBDFFC3D43C... Marisa Stoller, City Clerk

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

DocuSigned by:
Alexandria Romero
CAE4752363A94D6... Alexandria Romero, Director of Finance

APPROVED AS TO FORM
Department of Law:

DocuSigned by:
Carla Sikes
339611A1696A4DD... Carla Sikes, City Attorney

NOTICE TO PROCEED

6/14/2024

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

Ref: Bid No: 23-040 (SWAN03)
 Bid Name: 2023-2026 Emergency Storm Sewer Point Repair – Berkley and Small

You are hereby authorized to proceed on June 19, 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 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



LEARN MORE AT LOWES.COM/MYLOWESREWARDS

LOWE'S HOME CENTERS, LLC
2900 WEST PUEBLO BLVD
PUEBLO, CO 81005 (719) 289-9110

- SALE -

SALES#: FSTLAN01 4108766 TRANS#: 3857511 02-03-25

773299 SAK 50-LB NON-SHRINK PREC	85.52
4 @ 21.38	
6905 SAKRETE 20-LB LEAK STOPPE	50.90
2 @ 25.45	
868804 SIKA 10-OZ POWERSET GAP F	35.76
2 @ 17.88	
845138 GLT 24-IN DELUXE EGGBEATE	17.87

SUBTOTAL:	190.05
TOTAL TAX:	14.44
INVOICE 98707 TOTAL:	204.49
ANEX:	204.49

SAFETY FIRST



719-583-0518
www.united-gj.com

47 PLANT

THANK YOU FOR
HELPING OUR DRIVERS
ENTER AND EXIT JOB
SITES SAFELY

CONCRETE DELIVERY TICKET

PREVIOUS TRUCK #	ORDER #
	82
TICKET # 70101231	

DATE	LEAVE PLANT	ARRIVE JOB	START POUR	FINISH POUR	LEAVE JOB	ARRIVE PLANT	OVERTIME MINUTES
02/03/2025							

BUYER
SOLD

RUSS GRADING & EXCAVATING

LOCATION

Pueblo General
Berkley Ave & Small Ave
PUEBLO CO 81004

CUSTOMER NUMBER	SOURCE	TRUCK	DRIVER	CUSTOMER PURCHASE ORDER NUMBER
17266 99807	02	60001	ZACHARY LANTZY	1025

PRODUCT CODE	QUANTITY	DESCRIPTION	U/M	PRICE	AMOUNT
		T0934			
30517123	10.00	50 FLOW FILL T0934			
901.ENVR	10.00	ENVIRONMENTAL FEE			
901.FSCR	1.00	FUEL SURCHARGE			
69.HW	10.00	WINTER CHARGE			
901.RDF	1.00	RETAIL DELIVERY FEE			

WATER ADDED PER CUSTOMER REQUEST		Warning: Concrete quality may be jeopardized if driver is instructed to add water increasing the slump beyond the designed slump. Concrete design strength may vary significantly from in-place strength depending on placement, consolidation, curing, and protection of the concrete after delivery.				SUB TOTAL	
GALLONS OF WATER ADDED	ESTIMATED SLUMP					SALES TAX	
CONCRETE USED FOR	DESIGNED SLUMP	ORDERED SLUMP	YARDS ORDERED	TOTAL YARDS	DELIVERY REQUEST TIME	PLEASE PAY THIS AMOUNT	
EDUCATION (COM)	6.00	6	10.00	10.00	12:16		

WARNING
IRRITATING TO THE SKIN AND EYES
CONTAINS PORTLAND CEMENT. WEAR RUBBER BOOTS AND GLOVES. PROLONGED CONTACT MAY CAUSE BURNS. AVOID CONTACT WITH EYES AND PROLONGED CONTACT WITH SKIN. IN CASE OF CONTACT WITH SKIN OR EYES, FLUSH THOROUGHLY WITH WATER. IF IRRITATION PERSISTS GET MEDICAL ATTENTION. KEEP CHILDREN AWAY.

CONCRETE is a PERISHABLE COMMODITY and BECOMES the PROPERTY of the PURCHASER. Upon leaving the PLANT, ANY CHANGES or CANCELLATIONS of ORIGINAL INSTRUCTIONS MUST be TELEPHONED to the OFFICE BEFORE ADDING STARTS. The undersigned agrees to pay all costs, including reasonable attorneys fees, included in electing any sums owed.

All accounts not paid within 30 days of delivery will bear an INTEREST of 1-1/2% per month which is 18% (ANNUAL PERCENTAGE RATE).

Not responsible for Reactive Aggregate or Color Quality. No Claim Allowed Unless Made at Time Material is Delivered.

A \$25.00 Service Charge will be collected on all Returned Checks.

Access Daily Time Charged at \$90.00/HR.

PROPERTY DAMAGE RELEASE
(TO BE SIGNED IF DELIVERY TO BE MADE INSIDE CURB LINE)
Dear Customer - The driver of the truck in presenting this RELEASE to you for your signature is of the opinion that the size and weight of our truck may possibly cause damages to the premises and/or adjacent property. If we place the material in this load where you desire it. It is our wish to help you in every way that we can, but in order to do this the driver is requesting that you sign this RELEASE relieving him and this supplier from any responsibility for any damage that may occur to the premises and/or adjacent property, buildings, sidewalks, driveways, curbs, etc. by the delivery of this material, and that you also agree to help him remove mud from the wheels of his vehicle so that he will not litter the public street. Further, as additional consideration, the undersigned agrees to indemnify and hold harmless the driver of this truck and this supplier for any and all damages to the premises and/or adjacent property which may be claimed by anyone to have arisen out of delivery of this order.

SIGNED: _____

DELAY EXPLANATION / CYLINDER UNDER TEST TAKEN

1. Job Not Ready	6. Truck Broke Down
2. Slow Pour or Pump	7. Accident
3. Truck Ahead on Job	8. Citation
4. Contractor Broke Down	9. Other
5. Added Water	10. Cylinder Taken

☐ Yes ☐ No

% AEA = _____
Slump = _____
Temp = _____
Testing Lab = _____

The undersigned acknowledges that he/she is the Customer or an authorized agent for the customer and agrees, on behalf of the Customer, to all of the terms and conditions set forth herein. Failure or refusal to sign this delivery ticket BUT acceptance of material constitutes agreement with terms and conditions above.

Signature: _____ Print Name: _____

Acknowledgment of receipt - water added - and general terms and conditions shown on back of ticket.

SAFETY FIRST



970-243-4900
www.united-gj.com

630 PUEBLO WEST 16351

THANK YOU FOR
HELPING OUR DRIVERS
ENTER AND EXIT JOB
SITES SAFELY

CONCRETE DELIVERY TICKET

PREVIOUS TRUCK #	ORDER #
60015	70
TICKET # 70001772	

DATE	LEAVE PLANT	ARRIVE JOB	START POUR	FINISH POUR	LEAVE JOB	ARRIVE PLANT	OVERTIME MINUTES
01/29/2025							

BUYER LOCATION	RUSS GRADING & EXCAVATING 24975 SOUTH RD	RUSS EXCAVATING BERKELY & SMALL AVE Pueblo CO

CUSTOMER NUMBER	SOURCE	TRUCK	DRIVER	CUSTOMER PURCHASE ORDER NUMBER
17266 17266	PUEB	6001C	JEFFERY KABERLINE	

PRODUCT CODE	QUANTITY	DESCRIPTION	U/M	PRICE	AMONT
5.00	5.00	5.00 yd 30517123			
5.00	0.00	/Y 901.ENVR			
5.00	0.00	CY 69.HW			
		T0934 ENVIRONMENTAL FEE			
		WINTER CHARGE			

WATER ADDED PER CUSTOMER REQUEST		Warning: Concrete quality may be jeopardized if driver is instructed to add water increasing the slump beyond the designed slump. Concrete design strength may vary significantly from in-place strength depending on placement, consolidation, curing, and protection of the concrete after delivery.	SUB TOTAL			
GALLONS OF WATER ADDED	ESTIMATED SLUMP		SALES TAX			
CONCRETE USED FOR	DESIGNED SLUMP	ORDERED SLUMP	YARDS ORDERED	TOTAL YARDS	DELIVERY REQUEST TIME	PLEASE PAY THIS AMOUNT
EDUCATION (COMI	6.00	6	5.00	5.00	12:36	

WARNING IRRITATING TO THE SKIN AND EYES CONTAINS PORTLAND CEMENT. WEAR RUBBER BOOTS AND GLOVES. PROLONGED CONTACT MAY CAUSE BURNS. AVOID CONTACT WITH EYES AND PROLONGED CONTACT WITH SKIN. IN CASE OF CONTACT WITH SKIN OR EYES, FLUSH THOROUGHLY WITH WATER. IF IRRITATION PERSISTS GET MEDICAL ATTENTION. KEEP CHILDREN AWAY. CONCRETE is a PERISHABLE COMMODITY and BECOMES the PROPERTY of the PURCHASER. Upon leaving the PLANT, ANY CHANGES or CANCELLATIONS of ORIGINAL INSTRUCTIONS MUST be TELEPHONED to the OFFICE BEFORE ADDING STARTS. The undersigned agrees to pay all costs, including reasonable attorneys fees, included in electing any sums owed. All accounts not paid within 30 days of delivery will bear an INTEREST of 1-1/2% per month which is 18% (ANNUAL PERCENTAGE RATE). Not responsible for Reactive Aggregate or Color Quality. No Claim Allowed Unless Made at Time Material is Delivered. A \$25.00 Service Charge will be collected on all Returned Checks. Access Daily Time Charged at \$60.00/HR. The undersigned acknowledges that he/she is the Customer or an authorized agent for the customer and agrees, on behalf of the Customer, to all of the terms and conditions set forth herein. Failure or refusal to sign this delivery ticket BUT acceptance of material constitutes agreement with terms and conditions above. Signature: _____ Print Name: _____ Acknowledgment of receipt - water added - and general terms and conditions shown on back of ticket.	PROPERTY DAMAGE RELEASE (TO BE SIGNED IF DELIVERY TO BE MADE INSIDE CURB LINE) Dear Customer - The driver of the truck in presenting this RELEASE to you for your signature is of the opinion that the size and weight of our truck may possibly cause damages to the premises and/or adjacent property. If we place the material in this load where you desire it, it is our wish to help you in every way that we can, but in order to do this the driver is requesting that you sign this RELEASE relieving him and this supplier from any responsibility for any damage that may occur to the premises and/or adjacent property, buildings, sidewalks, driveways, curbs, ect. by the delivery of this material, and that you also agree to help him remove mud from the wheels of his vehicle so that he will not litter the public street. Further, as additional consideration, the undersigned agrees to indemnify and hold harmless the driver of this truck and this supplier for any and all damages to the premises and/or adjacent property which may be claimed by anyone to have risen out of delivery of this order. SIGNED: _____ X _____	DELAY EXPLANATION / CYLINDER UNDER TEST TAKEN <table><tr><td>1. Job Not Ready</td><td>6. Truck Broke Down</td></tr><tr><td>2. Slow Pour or Pump</td><td>7. Accident</td></tr><tr><td>3. Truck Ahead on Job</td><td>8. Citation</td></tr><tr><td>4. Contractor Broke Down</td><td>9. Other</td></tr><tr><td>5. Added Water</td><td>10. Cylinder Taken</td></tr></table> ☐ Yes ☐ No % AEA = _____ Slump = _____ Temp = _____ Testing Lab = _____	1. Job Not Ready	6. Truck Broke Down	2. Slow Pour or Pump	7. Accident	3. Truck Ahead on Job	8. Citation	4. Contractor Broke Down	9. Other	5. Added Water	10. Cylinder Taken
1. Job Not Ready	6. Truck Broke Down											
2. Slow Pour or Pump	7. Accident											
3. Truck Ahead on Job	8. Citation											
4. Contractor Broke Down	9. Other											
5. Added Water	10. Cylinder Taken											



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 REPAIR SMALL & BERKLEY PUEBLO CO		Con# 136712 Loc 200		
DL/ID #	DOBth	MISC	PHONE	OUT	DATE	TIME		
CA28678					02/01/25		7:00 AM CT	
ID#3	PO/JOB #	RECEIVED BY			RETURNED	02/14/25		11:00 AM CT

FINAL

Charge for 1.00 Day(s) Page: 1

QTY	ITEM#	MIN	HOURLY	OVNITE	8-HOUR	DAY	WEEK	4 WEEK	EXT AMT	NET AMT
56	DRW3-0000				SIGN, 36"ROAD WORK AH (DG)				224.00	224.00
	\$4.00/D					4.00				
196	BADN-0000				DRUM CHANNEL DEVICE N/L				588.00	588.00
	\$3.00/D					3.00				
28	DSC3-0000				SIGN, 36"STREET CL.AH (DG)				112.00	112.00
	\$4.00/D					4.00				
28	DGDT-0000				BARR.T-3 RC/RCTT (DG) DET				252.00	252.00
	\$9.00/D					9.00				
28	NTNL-0000				BARR.VERT.NO L/R TRN NL				112.00	112.00
	\$4.00/D					4.00				
60	BACC-0000				BARR.CROWD CONTROL PER FT				840.00	840.00
EACH SECTION IS CHARGED PER LIN. FEET. APPX 9' EA										
2	LBTs				LABOR, TCS PER HOUR			85.00	170.00	170.00

----- Payments -----

FORCE CHARGE 2665.81 02/14/25

Office Hours:

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

Closed For Lunch 12pm - 1pm

Closed Sat. & Sun.

RENT	2128.00
SALES	0.00
OTHER	170.00
DW/FEES	191.52
SMM TAX	0.00
SALES TAX	176.29
USE TAX	0.00
TOTAL DUE	2665.81
	0.00
AMT BILLED	2665.81

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

02/14/25 13:23:24



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 REPAIR SMALL & BERKLEY PUEBLO CO	Con# 136667 Loc 200			
DL/ID #	DOBth	MISC	PHONE	OUT	DATE	TIME
CA28678			W (719) 369-9781		01/27/25	7:00 AM CT
ID#3	PO/JOB #	RECEIVED BY			RETURNED	01/31/25

FINAL

Charge for 1.00 Day(s) Page: 1

QTY	ITEM#	MIN	HOURLY	OVNITE	8-HOUR	DAY	WEEK	4 WEEK	EXT AMT	NET AMT
20	DRW3-0000				SIGN, 36"ROAD WORK AH(DG)				80.00	80.00
	\$4.00/D					4.00				
70	BADN-0000				DRUM CHANNEL DEVICE N/L				210.00	210.00
	\$3.00/D					3.00				
10	DSC3-0000				SIGN, 36"STREET CL.AH(DG)				40.00	40.00
	\$4.00/D					4.00				
10	DGDT-0000				BARR.T-3 RC/RCTT(DG) DET				90.00	90.00
	\$9.00/D					9.00				
10	NTNL-0000				BARR.VERT.NO L/R TRN NL				40.00	40.00
	\$4.00/D					4.00				
1	LBTS				LABOR, TCS PER HOUR			85.00	85.00	85.00
----- Payments -----										
	FORCE CHARGE					624.51		01/31/25		

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

RENT	460.00
SALES	0.00
OTHER	85.00
DW/FEES	41.40
SMM TAX	0.00
SALES TAX	38.11
USE TAX	0.00
TOTAL DUE	624.51
	0.00
AMT BILLED	624.51

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

01/31/25 07:12:24

Location:	BERKLEY & SMALL				
1/28/2025	CONNECTION TO BOX CULVERT				
	CAT 315 EXCAVATOR	5	HR	\$150.00	\$ 750.00
	CAT 246D SKIDSTEER	0	HR	\$125.00	\$ -
	TANDEM AXLE DUMPTRUCK	0	HR	\$100.00	\$ -
	SERVICE TRUCK	5	HR	\$110.00	\$ 550.00
	CREW FORMAN	5	HR	\$65.00	\$ 325.00
	EQUIPMENT OPERATORS X3	5	HR	\$55.00	\$ 275.00
	GENERAL LABOR X 4	20	HR	\$50.00	\$ 1,000.00
	MATERIAL	1	ls	\$350.00	\$ 350.00
	bedding		ls		\$ -
	SUB TOTAL				\$ 3,250.00
	15% mark up	1	LS	\$3,250.00	\$ 487.50
				TOTAL	\$ 3,737.50
Location:	BERKLEY & SMALL				
1/31/2025	SINK HOLE EXCAVATION				
	CAT 315 EXCAVATOR	8	HR	\$150.00	\$ 1,200.00
	CAT 246D SKIDSTEER	0	HR	\$125.00	\$ -
	TANDEM AXLE DUMPTRUCK	8	HR	\$100.00	\$ 800.00
	SERVICE TRUCK		HR	\$110.00	\$ -
	CREW FORMAN	8	HR	\$65.00	\$ 520.00
	EQUIPMENT OPERATORS X3	8	HR	\$55.00	\$ 440.00
	GENERAL LABOR X 4	32	HR	\$50.00	\$ 1,600.00
	MATERIAL		ls	\$350.00	\$ -
	bedding		ls		\$ -
	SUB TOTAL				\$ 4,560.00
	15% mark up	1	LS	\$4,560.00	\$ 684.00
				TOTAL	\$ 5,244.00
Location:	BERKLEY & SMALL				
2/3/2025	BOX CULVERT CRACK SEAL				
	CAT 315 EXCAVATOR		HR	\$150.00	\$ -
	CAT 246D SKIDSTEER	0	HR	\$125.00	\$ -
	TANDEM AXLE DUMPTRUCK		HR	\$100.00	\$ -
	SERVICE TRUCK	2	HR	\$110.00	\$ 220.00
	CREW FORMAN	4	HR	\$65.00	\$ 260.00
	EQUIPMENT OPERATORS X3	4	HR	\$55.00	\$ 220.00
	GENERAL LABOR X 4	16	HR	\$50.00	\$ 800.00
	MATERIAL	1	ls	\$205.00	\$ 205.00
	bedding		ls		\$ -
	SUB TOTAL				\$ 1,705.00
	15% mark up	1	LS	\$1,705.00	\$ 255.75
				TOTAL	\$ 1,960.75

Location:	BERKLEY & SMALL				
2/3/2025	ADA RAMP GRADES/SINKHOLE GRADING				
	CAT 315 EXCAVATOR	4	HR	\$150.00	\$ 600.00
	CAT 246D SKIDSTEER	4	HR	\$125.00	\$ 500.00
	TANDEM AXLE DUMPTRUCK	4	HR	\$100.00	\$ 400.00
	SERVICE TRUCK		HR	\$110.00	\$ -
	CREW FORMAN	4	HR	\$65.00	\$ 260.00
	EQUIPMENT OPERATORS X3	8	HR	\$55.00	\$ 440.00
	GENERAL LABOR X 4	8	HR	\$50.00	\$ 400.00
	MATERIAL	1	ls	\$250.00	\$ 250.00
	bedding		ls		\$ -
	SUB TOTAL				\$ 2,850.00
	15% mark up	1	LS	\$2,850.00	\$ 427.50
				TOTAL	\$ 3,277.50

City Of Pueblo

Contract Change Order

Department Of Public Works

Project Number : 23-040**Change Order No. :** 1**Date:** February 18, 2025**Project Name :** 2023-2026 Emergency Stormwater Point Repair - Berkley & Small**Contractor :** Russ Grading & Excavation

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1 Thru 6	Change in quantities to complete the changes in the project.	\$12,155.50	
7	Traffic Control		\$3,619.35
8	Remove and Replace 4" Concrete		\$4,278.00
9	Remove and Replace 6" Concrete		\$2,700.00
10	Install 30" x 24" Tactile Band		\$800.00
11	Remove and Replace Misc. 5" Asphalt patching		\$1,387.50
12	Connection to Existing Box Culvert		\$3,737.50
13	Sink Hole Excavation		\$5,244.00
14	Box Culvert Crack Seal		\$1,960.75
15	ADA Ramp Grading/Sinkhole Backfill		\$3,277.50
TOTAL		\$12,155.50	\$27,004.60

Net Adjustment This Change Order	\$	14849.10
Amount of Previous Change Order(s)	\$	0.00
Original Contract Amount	\$	32952.50
Total Adjusted Contract Amount To Date	\$	47801.60

Reason For Change:

Changed length of pipe to fit into the Box Culvert. Had to rehab the ADA ramp and fill in sik hole.

Prepared by: Neal Newman
Construction InspectorDate: 2-21-25Reviewed by: Todd Benifield
Construction ManagerDate: 2/24/25Accepted by: [Signature]
Contractor's RepresentativeDate: 2/21/25

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 WorksDate: 2/24/25



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 10, 2025

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 AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-5) TO BIF IV INTREPID OPOC., LLC., FOR THE PURPOSE OF ALLOWING THE AUTHORIZED IMPROVEMENTS TO BE WITHIN THE PERMITTED AREA UNTIL TERMINATION OR REVOCATION OF THIS REVOCABLE PERMIT FOR USE OF THE EXISTING UNION AVENUE BRIDGE BETWEEN E. D STREET AND ALAN HAMEL AVENUE, PUEBLO, CO

SUMMARY:

Attached is a draft revocable permit (REV 25-5) submitted by BIF IV Intrepid Opoc., LLC.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

BIF IV Intrepid Opoc., LLC, has submitted a revocable permit (REV-25-5) application for the purpose of allowing the authorized improvements to be within the permitted area until termination or revocation of this revocable permit for use of the existing Union Avenue Bridge between E. D Street and Alan Hamel Avenue, Pueblo, CO.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from facilitating the authorized structure.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REV- 25-5 (Union Ave Bridge Telecom)

RESOLUTION NO. 15928

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-5) TO BIF IV INTREPID OPOC., LLC., FOR THE PURPOSE OF ALLOWING THE AUTHORIZED IMPROVEMENTS TO BE WITHIN THE PERMITTED AREA UNTIL TERMINATION OR REVOCATION OF THIS REVOCABLE PERMIT FOR USE OF THE EXISTING UNION AVENUE BRIDGE BETWEEN EAST D STREET AND ALAN HAMEL AVENUE, PUEBLO, CO

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-25-5) is authorized to be issued to BIF IV Intrepid Opoc., LLC., for the purpose of allowing the authorized improvements to be within the permitted area until termination or revocation of this revocable permit for use of the existing Union Avenue Bridge between E. D Street and Alan Hamel Avenue, Pueblo, CO.

SECTION 2.

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

SECTION 3.

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

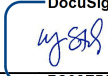
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 10, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Bliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

REVOCABLE PERMIT

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

1. Name, Address and Telephone Number of Permittee: **BIF IV Intrepid Opoc, LLC**
2. Permitted Area: **Union Avenue Bridge between E. D Street and Alan Hamel Ave.**
3. Purpose of Revocable Permit: **Allow the authorized improvements to be within the Permitted Area until termination or revocation of this Revocable Permit**
4. Authorized Improvements: **Handholds, conduit and associated infrastructure**
5. Commencement Date: **March 11, 2025**
6. Ending Date: **Indefinite**

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

- (a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.
- (b) All structures, including the handholds, conduit, and associated infrastructure, as authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City, this Permit and applicable law. Permittee expressly acknowledges and shall comply with all obligations it may have under Article 1.5 of Title 9 of the Colorado Revised Statutes, and the City shall have no obligations with respect to notification of the existence of the Improvements with respect to any excavation conducted in or around the Permitted Area or otherwise. Consistent with and in further clarification of paragraph (l), Permittee expressly acknowledges and agrees that City shall have no responsibility or liability for any damage or injuries to the Improvements resulting from any excavation conducted in or around the Permitted Area whether done by the City, its officers, employees, agents or unrelated third party.
- (c) Reserved.
- (d) Reserved.
- (e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee's Improvements, and City may, at Permittee's expense, remove and dispose of Permittee's Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.
- (f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.
- (g) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the Improvements in the Permitted Area, or the use of the Permitted Area or Improvements by Permittee, its officers, agents, employees, invitees or general public.
- (h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.

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

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

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

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

(ii) If to City, 1 City Hall Place, Pueblo, Colorado, 81003, Attention: Revocable Permit Review Committee.

Each party reserves the right to change its address provided notice of such change is given in accordance with this paragraph (k).

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

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

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

Signed in Pueblo, Colorado this 20th day of February, 20 25.

PERMITTEE:

Organization: BIF IV INTERPID OpCo, LLC

By: [Signature]

Title: DIRECTOR OF CONSTRUCTION

STATE OF COLORADO)
COUNTY OF PUEBLO) ss..

The foregoing instrument was acknowledged before me the 20th day of February, 20 25
by Paul Gonzales as

Director of Construction

My commission expires: 4/25/2027

[SEAL]

ELENA M. SPINKS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034042191
COMMISSION EXPIRES 04/25/2027

[Signature]
Notary Public

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

By _____
Heather Graham, Mayor



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 10, 2025

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 GARY MICHELI TO SERVE A THREE-YEAR TERM EXPIRING APRIL
1, 2028, ON THE FIRE BOARD OF APPEALS

SUMMARY:

This Resolution confirms the appointment by the Mayor of Gary Micheli to serve a three-year term expiring April 1, 2028, on the Fire Board of Appeals.

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 Gary Micheli, there is one spot available to serve a three-year term expiring April 1, 2028 on the Fire Board of Appeals. Mr. Micheli is term-limited and has not sat out the full 3-year term as required per Reso 13614, Section 3, "After serving two consecutive terms, an incumbent applicant may not serve again on the same board or commission until a subsequent full term has transpired, unless the City Council determines that there are no new applicants who are suitable and qualified." However, the resolution would allow the Mayor to appoint Mr. Micheli if deemed necessary.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15929

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE
MAYOR OF GARY MICHELI TO SERVE A THREE-YEAR TERM
EXPIRING APRIL 1, 2028, ON THE FIRE BOARD OF APPEALS

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of
her appointment of Gary Micheli to the Fire Board of Appeals; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Gary Micheli to the Fire Board of Appeals to serve a
three-year term expiring April 1, 2028, 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.

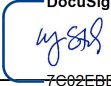
SECTION 3.

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

INTRODUCED: March 10, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 10, 2025

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 JAMES SALAZAR TO COMPLETE A FOUR-YEAR TERM EXPIRING JULY 1, 2025, ON THE PLANNING & ZONING COMMISSION

SUMMARY:

This Resolution confirms the appointment by the Mayor of James Salazar to complete a four-year term expiring July 1, 2025, on the Planning & Zoning Commission.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

Due to the resignation of Chris Pasternak, there is one appointment available to complete a four-year term on the Planning & Zoning Commission.

FINANCIAL IMPLICATIONS:

Planning and Zoning Commission Members receive as compensation \$25.00 for each regular or special meeting attended. The Chairman of the Board receives as additional compensation the sum of \$50.00 per month for each month of service as Chairman. These monies are allocated in the Planning and Community Development's annual budget.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15930

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE
MAYOR OF JAMES SALAZAR TO COMPLETE A FOUR-YEAR
TERM EXPIRING JULY 1, 2025, ON THE PLANNING & ZONING
COMMISSION

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of
her appointment of James Salazar to the Planning & Zoning Commission; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of James Salazar to the Planning & Zoning Commission
to serve a four-year term expiring July 1, 2025 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.

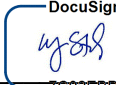
SECTION 3.

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

INTRODUCED: March 10, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 10, 2025

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 KAREN CONRY TO COMPLETE A THREE-YEAR TERM EXPIRING DECEMBER 1, 2027, ON THE PUEBLO MUNICIPAL GOLF COURSE ENTERPRISE ADVISORY COMMITTEE IN THE ELMWOOD-ANNUAL PASSHOLDER POSITION

SUMMARY:

This Resolution confirms the appointment by the Mayor of Karen Conry to complete a three-year term expiring December 1, 2027, on the Pueblo Municipal Golf Course Enterprise Advisory Committee in the Elmwood-Annual Passholder position.

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 Karen Conry, there is an appointment available to serve a three-year term expiring December 1, 2027, on the Pueblo Municipal Golf Course Enterprise Advisory Committee. This member must be an Elmwood - Annual Pass Holder. Ms. Conry is eligible for reappointment.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15931

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF KAREN CONRY TO COMPLETE A THREE-YEAR TERM EXPIRING DECEMBER 1, 2027, ON THE PUEBLO MUNICIPAL GOLF COURSE ENTERPRISE ADVISORY COMMITTEE IN THE ELMWOOD-ANNUAL PASSHOLDER POSITION

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Karen Conry to the Pueblo Municipal Golf Course Enterprise Advisory Committee in the Elmwood-Annual Passholder position; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Karen Conry to the Pueblo Municipal Golf Course Enterprise Advisory Committee in the Elmwood-Annual Passholder position to complete a three-year term expiring December 1, 2027, shall be and is hereby confirmed by the City Council.

SECTION 2.

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

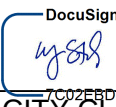
SECTION 3.

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

INTRODUCED: March 10, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 10, 2025

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 ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE FIRST ADDITION TO VILLA BELLA ANNEXATION TO THE CITY OF PUEBLO DESCRIBED AS 8.018-ACRES OF LAND LOCATED NORTHEAST OF THE INTERSECTION OF TROY AVENUE AND RAWLINGS BOULEVARD

SUMMARY:

The petitioners Caleb Development, LLC and Lorson North Land Corporation, are requesting to annex the property containing 8.018-acres into the City of Pueblo commonly known as the Villa Bella First Addition Annexation to the City of Pueblo.

PREVIOUS COUNCIL ACTION:

On October 28, 2024 City Council approved a Resolution No. 15803 preliminarily determining that the petition for annexation of the area commonly known as the Villa Bella First Addition Annexation is valid under the provisions of Colorado Revised Statutes Section 31-12-107(1).

On February 24, 2025 City Council approved a Resolution No. 15917 extending the timeframe for the review of the annexation petitions for Villa Bella First Addition Annexation for an additional 180 days.

BACKGROUND:

The 8.18-acre Villa Bella First Addition Annexation is located to the northeast of the intersection of Troy Avenue and Rawlings Boulevard. This property is part of an approximately 30-acre L-shaped area still in Pueblo County's jurisdiction that is entirely encircled by property previously annexed into the City. The applicant intends to develop the proposed annexation area in tandem with the surrounding City-zoned area as part of the growing Villa Bella suburban neighborhood. There are two concurrent annexation requests for other Villa Bella additions, but the Petitioners were required to process them separately since the three addition areas are not contingent with each other.

The property is currently identified within the Suburban Residential future land categories in the 2022 Pueblo Regional Comprehensive Plan Future Land Map. Suburban neighborhood developments are defined by large, single-family residential lots with an overall density between 2 to 5 dwelling units per acre. The applicant is proposing to zone the property as part of the Residences at Villa Bella PUD. The proposed annexation site is currently zoned Pueblo County A-1, Agricultural Zone District. The property located north, south, east and west of the proposed annexation area is currently undeveloped. The Petitioners are intending to incorporate this undeveloped area into their planned PUD development, so infrastructure and roadways will be integrated into this City-zoned project rather than leaving a County-zoned gap of land surrounded by a new suburban development. No impact report was required for this annexation petition since the property is less than 10 acres.

FINANCIAL IMPLICATIONS:

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

BOARD/COMMISSION RECOMMENDATION:

The City Planning and Zoning Commission reviewed the annexation at the December 11, 2024, Regular Meeting. A motion to approve the proposed annexation was made by Commissioner Bailey and seconded by Commissioner Spinuzzi to recommend approval of the proposed annexation petition. Motion passed 5-0, Commissioners Pasternak and Maestri absent.

STAKEHOLDER PROCESS:

Since of property is less than 10 acres in size an annexation impact report is not required to be filed with taxing entities in which the property proposed for annexation in within their boundaries.

ALTERNATIVES:

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

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

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Annexing-1st Addition Villa Bella Attachments

ORDINANCE NO.

AN ORDINANCE ANNEXING UNINCORPORATED LAND
COMMONLY KNOWN AS THE FIRST ADDITION TO VILLA
BELLA ANNEXATION TO THE CITY OF PUEBLO DESCRIBED
AS 8.018-ACRES OF LAND LOCATED NORTHEAST OF THE
INTERSECTION OF TROY AVENUE AND RAWLINGS
BOULEVARD

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

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

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

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

SECTION 1.

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

ANNEXATION:

PARCEL A:

THE SOUTH 6 ACRES OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE
NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH
P.M., COUNTY OF PUEBLO, STATE OF COLORADO.

CONTAINING 8.018 ACRES.

LEGAL DESCRIPTION PROPOSED CITY LIMIT

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH 6 ACRES OF THE
SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16,
T20S, R64W, OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO, SAID
POINT BEING THE POINT OF BEGINNING (POB).
THENCE S88°45'22"W A DISTANCE OF 668.53 FEET TO THE NORTH-SOUTH
CENTERLINE OF SECTION 16 AND THE POINT OF TERMINUS (POT).

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.

SECTION 2.

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

SECTION 3.

The Annexation Agreement in the form and content presented to the City Council at this meeting is hereby authorized and approved. The President of the City Council is hereby directed and authorized to execute and deliver the Annexation Agreement in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 4.

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

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

SECTION 8.

This Ordinance shall become effective immediately upon final passage and the annexation shall be effective for ad valorem tax purposes on and after January 1, 2026.

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

FIRST ADDITION TO VILLA BELLA
ANNEXATION TO THE CITY OF PUEBLO

PARCEL OF LAND IN THE SW 1/4 OF NE 1/4 OF SECTION 16, T20S, R64W ,OF THE 6TH P.M.,
COUNTY OF PUEBLO, STATE OF COLORADO

CONTIGUITY CALCULATIONS

PARCEL	ACREAGE	PERIMETER	CONTIGUOUS TO PERIMETER	PERCENTAGE CONTIGUITY
A	8.018	2381.85 LF	1713.32 LF	71.93%

GENERAL NOTES

1. BASIS OF BEARINGS IS THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 8, SAID LINE IS MONUMENTED WITH A STONE IN CONCRETE WITH CROSS AT THE SECTION CORNER COMMON TO SECTIONS 8, 9, 16, AND 17 OF T20S R64W OF THE 6TH P.M. PUEBLO COUNTY, COLORADO AND WITH A 3.25" ALUMINUM CAP ON NO. 6 REBAR AT THE QUARTER CORNER COMMON TO SECTIONS 8 AND 9 T20S, R64W, PUEBLO COUNTY COLORADO. THE BEARING OF N00°50'56"E IS BASED ON STATE PLANE COORDINATES DERIVED FROM GPS OBSERVATIONS. MONUMENT DESCRIPTIONS ARE AS SHOWN HEREON.
2. THE FLOOD INSURANCE RATE MAP FOR THE AREAS SHOWN HEREON PANEL NO.(S) 08051C0504D, 08101C0510D, AND 0801C0520D WITH AN EFFECTIVE DATE OF 8/15/2019 INDICATES THE PROPERTIES DO NOT LIE WITHIN ANY DESIGNATED FLOOD HAZARD AREAS SHOWN THEREON.
3. A TITLE COMMITMENT ISSUED BY UNIFIED TITLE COMPANY LLC. FILE NO. 85658UTC DATED JUNE 8, 2022 AT 7:30 A.M. HAS BEEN REVIEWED AS IT PERTAINS TO PARCEL A.

LEGAL DESCRIPTIONS FROM TITLE COMMITMENTS

PARCEL A:

THE SOUTH 6 ACRES OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO.

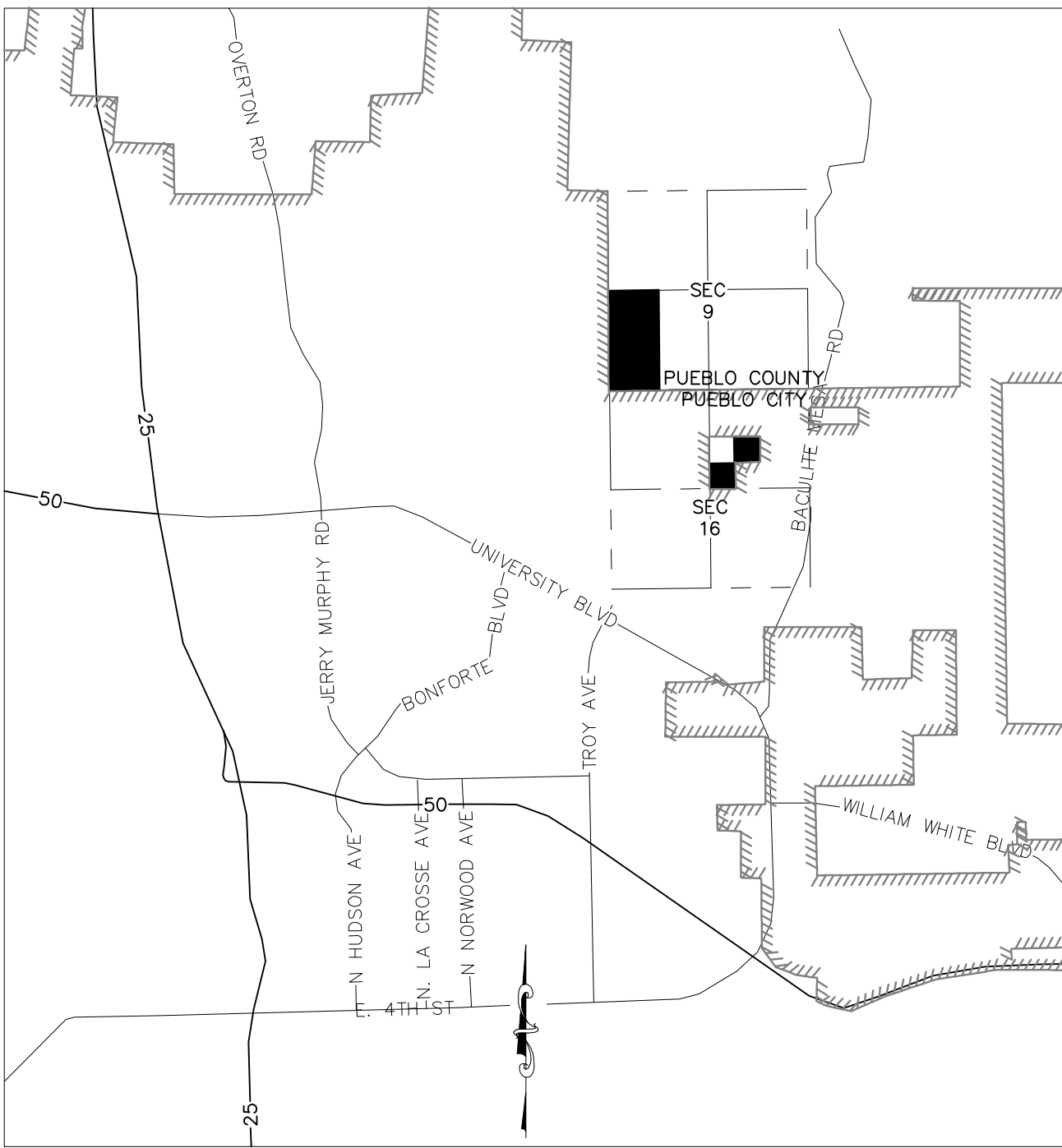
THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO; EXCEPTING THEREFROM THE SOUTH 6 ACRES AND FURTHER EXCEPTING THEREFROM THE NORTH 2.018 ACRES.

LEGAL DESCRIPTION PROPOSED CITY LIMIT

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH 2.018 ACRES OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, T20S, R64W, OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO, SAID POINT BEING THE POINT OF BEGINNING (POB); THENCE S88°45'22"W A DISTANCE OF 668.53 FEET TO THE NORTH-SOUTH CENTERLINE OF SECTION 16 AND THE POINT OF TERMINUS (POT).

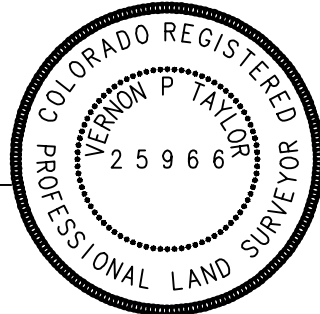
LEGEND

- PROPERTY CORNER FOUND AS DESCRIBED HEREON
- EXISTING TOWN LIMITS
- SUBJECT PROPERTY BOUNDARY
- ADJACENT PROPERTY LINES
- EXISTING CITY/COUNTY LIMITS
- PROPOSED CITY LIMITS



SURVEYOR CERTIFICATE

I VERNON P. TAYLOR, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT MORE THAN ONE-SIXTH (1/6) OF THE EXTERNAL BOUNDARY OF THE AREA PROPOSED TO BE ANNEXED TO THE CITY OF PUEBLO, COLORADO, IS CONTIGUOUS WITH THE BOUNDARIES OF THE ANNEXING MUNICIPALITY, AND THAT THIS ANNEXATION PLAT COMPLIES WITH THE COLORADO STATE STATUTES AND THE CITY OF PUEBLO, COLORADO CODES PERTAINING THERETO.



VERNON P. TAYLOR, COLO. PLS NO. 25966
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS

OWNER APPLICANT SUMMARY TABLE

PARCEL	ACREAGE	OWNER	LEGAL
A	8.018	CALEB DEVELOPMENT LLC	PORTION OF SW 1/4 SW 1/4 NE 1/4 SEC 16

FIRST ADDITION TO VILLA BELLA
ANNEXATION TO THECITY OF PUEBLO
JOB NO. 43-142
DATE PREPARED: 07/19/2023
DATE REVISED: 08/25/2023
DATE REVISED: 11/15/2023



212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.953.5485

ANNEXATION AGREEMENT

CASE NO. A-23-04 VILLA BELLA NORTH 1ST ADDITION ANNEXATION

This Annexation Agreement is made effective as of _____ 2025, by and between the City of Pueblo, a Colorado Municipal Corporation, (the “City”), for the use and benefit of, Caleb Development, LLC, a Colorado limited liability company and Lorson North Land Corporation, a Colorado Corporation (herein collectively the “Petitioner”), WITNESSETH

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

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

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

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

I. REPRESENTATION AND WARRANTIES OF PETITIONER

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

- (1) Petitioner has good and marketable fee simple title to the Property subject only to Permitted Encumbrances attached hereto as Exhibit “B” and incorporated herein by reference.
- (2) Petitioner is authorized to and has taken all action required by it (a) to annex the Property to the City and (b) to execute, deliver and perform its obligations under this Annexation Agreement, and (c) to carry out and consummate all of its transactions contemplated by this Annexation Agreement.
- (3) This Annexation Agreement when executed and delivered, constitutes a valid and legally binding obligation of the Petitioner enforceable against Petitioner according to its terms. The document entitled “Special Improvements and Dedications” marked and attached as Exhibit “C” is incorporated herein by reference. In the event of a conflict between the terms and conditions of Exhibit C and this Agreement, the terms and conditions contained in Exhibit “C” shall control.
- (4) Neither the execution and delivery of this Annexation Agreement nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions or any restriction or any agreement or instrument to which the Petitioner is bound or constitutes a default under any of the foregoing.

(5) There is no litigation pending, or to the knowledge of Petitioner threatened, against the Petitioner or any person affecting the right of the Petitioner to execute and comply with this Annexation Agreement.

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

II. MASTER DEVELOPMENT PLAN

If the Property, in combination with the adjacent property under the same ownership, is not intended to be included in a single subdivision, the proposed Planned Unit Development (PUD) Zoning and associated Development Plan, and Development Guide, case Z-24-06, may serve as the Master Development Plan for the Property. Should the proposed PUD rezoning of the Property not occur, the Petitioner will prepare and submit or cause to be prepared and submitted to the Planning and Zoning Commission for approval a Master Development Plan.

The PUD, Development Plan and Development Guide or Master Development Plan, shall serve as the Master Development Plan, for the entire area property under the same ownership, shall be prepared in consultation with the City's Subdivision Review Committee and Department of Planning and Community Development and submitted in its entirety to the Planning and Zoning Commission. The Master Development Plan will comply with the policies of the Pueblo Regional Comprehensive Development Plan existing as of the date the Master Development Plan is approved, and will be designed to address, identify and resolve all development, drainage, utilities, traffic and other infrastructure needs and requirements and the wide range of planning and development issues involved in and with respect to the development of the Property.

III. ZONING AND SUBDIVISION

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

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

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

IV. PUBLIC FACILITIES

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

V. UTILITIES

The Petitioner shall comply with all applicable City of Pueblo (sanitary and storm sewers), Xcel Energy (natural gas), the applicable electric utility franchised and holding a Certificate of Public Convenience and Necessity for electric service within the annexed area, Comcast of Colorado IV, LLC (cablevision), Pueblo Water (water), and authorized ILEC and CLEC (telephone/data transmission) for the installation of mains, lines, stations, and any other appurtenant utility facilities in effect at the time of such installation.

VI. COMPLIANCE WITH ORDINANCES

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

VII. BINDING EFFECT

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

VIII. AMENDMENTS

Amendments to this Annexation Agreement may only be made through formal petition to and

approval by Ordinance of the City Council after such amendment has been submitted to and reviewed by all appropriate City Departments and such Departments have submitted their findings and recommendations to the City Council.

IX. SEVERABILITY

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

X. VESTED RIGHTS

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

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

XI. BUILDING PERMITS

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

XII. DISCONNECTION

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

(2) Disconnection by City. If Petitioner defaults in any provision or condition of this Annexation Agreement and such default is not cured within ninety (90) days after written notice specifying the default is given by City to Petitioner, or, if the default is one which cannot be cured within said 90-day period, and Petitioner fails to undertake the cure of such default within said 90-

day period and diligently prosecutes same to completion, proceedings may be instituted by the City to disconnect the Property from the City, and for such purpose, the Petitioner irrevocably consents to such disconnection proceedings and waives any and all rights to contest such disconnection.

XIII. CONTRACTUAL NATURE OF ANNEXATION AGREEMENT

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

XIV. SPECIAL IMPROVEMENTS AND DEDICATIONS

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

XV. MISCELLANEOUS

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

- (a) if to the City: Mayor, City of Pueblo
1 City Hall Place, Pueblo, CO 81003
- (b) copy to: City Attorney
1 City Hall Place, Pueblo, CO 81003
- (c) if to the Petitioner: Jeff Mark, Authorized Signing Agent
Caleb Development, LLC, a Colorado limited liability company
212 N. Wahsatch Avenue, Ste 301,
Colorado Springs, CO 80903

Jeff Mark, Vice President
Lorson North Land Corporation, a Colorado Corporation
212 N. Wahsatch Avenue, Ste 301,
Colorado Springs, CO 80903

(d) copies to: Vern Taylor
M&S Civil Consultants, Inc
212 N. Wahsatch Ave, Suite 305
Colorado Springs, CO 80903

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

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

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

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

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

(6) Liability of City. This Agreement is not as and shall not be interpreted as a waiver of the rights and protections given to the City by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq. In addition, in no event shall City, its officers, agents or employees be liable to Petitioner for damages, including without limitation, compensatory, punitive, indirect, special or consequential damages, resulting from or arising out of or related to this Agreement or the performance or breach thereof by City or the failure or delay of City in the performance of any covenant or provision under this Agreement on its part to be performed. In consideration of City entering into this Agreement, Petitioner hereby waives and discharges City, its officers, agents and employees from all claims for any and all such damages. No breach, default, delay or failure of City under this Agreement shall be or be construed to be a waiver, discharge or release of Petitioner's obligations under this Agreement. In the event of a breach of this Agreement by the City, Petitioner's sole and exclusive remedy shall be to bring an equitable action for specific performance in the District Court of Pueblo County, Colorado. Such violations may be restrained, or such obligations enforced by injunction at the instance and request of Petitioner without the showing of any special damages or an inadequate remedy at law.

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

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Heather Graham as Mayor of the City of Pueblo and Marisa Stoller as City Clerk of Pueblo, a Colorado Municipal Corporation.

Witness my hand and official seal.

My commission expires: _____

[S E A L]

Notary Public

STATE OF _____)
_____) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Jeff Mark, Vice President of Eagle Development Company, .

Witness my hand and official seal.

My commission expires: _____

[S E A L]

Notary Public

STATE OF _____)
_____) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Jeff Mark, Caleb Development, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

[S E A L]

Notary Public

STATE OF _____)
_____) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Jeff Mark, Vice President of Lorson North Land Corporation, a Colorado Corporation.

Witness my hand and official seal.

My commission expires: _____

[S E A L]

Notary Public

Exhibit A
AREA TO BE ANNEXED

A parcel of land located in the SOUTH 6 ACRES OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO., being more particularly described as follows:

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

CONTAINING 8.018 ACRES

PROPOSED NEW CITY LIMITS LINE:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH 6 ACRES OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, T20S, R64W, OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO, SAID POINT BEING THE POINT OF BEGINNING (POB).

THENCE S88°45'22"W A DISTANCE OF 668.53 FEET TO THE NORTH-SOUTH CENTERLINE OF SECTION 16 AND THE POINT OF TERMINUS (POT).

CERTIFICATION OF PERIMETER:

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

EXHIBIT B
(none)

EXHIBIT C

SPECIAL IMPROVEMENTS AND DEDICATIONS

VILLA BELLA NORTH FIRST ADDITION ANNEXATION (A-23-04) ANNEXATION AGREEMENT

1. Roadways

Petitioner will cause all local roadways within the Property to connect with all adjoining local roadways, in compliance with the Pueblo Roadway Development Plan and the Pueblo Area Council of Governments Roadway Corridor Preservation Plan.

2. Access to Property

Primary access to the Property will be from a local roadway extending north from Rawlings Blvd. (Minor Arterial). The alignments of the roadways shall comply with the General Provisions for Roadway Classification Design Standards (November 2004) and Policies and the City's Standard Construction and Standard Details (Revised: March 28, 2005) or as same may be hereafter amended and in accordance with construction plans, all which shall be approved by the Director of Public Works. If not previously done, the Petitioner, at its sole cost, shall dedicate or convey by recorded plat or general warranty deed the necessary right-of-way in an alignment that is acceptable to the Director of Public Works.

3. Secondary Access to the Property

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

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

secondary access is provided.

4. Sanitary Sewer

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

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

If not already dedicated to the public or conveyed to the City, it will be the Petitioner's responsibility, at its sole cost, to acquire, dedicate and grant to the public sanitary sewer easements, in a widths and alignments according to the approved Sanitary Sewer Master Plan, and secure any

permits that may be required by Pueblo County for the installation of the sanitary sewer lines outside of the city limits of Pueblo.

5. Off-Site Roadway and Sanitary Sewer Right-of-Way Acquisition

If not already dedicated to the public or deeded to the City, it will be the Petitioner's responsibility, at its sole cost and expense, to dedicate to the public or deed to the City, by recorded plat or warranty deed any off-site sanitary sewer rights-of-way to connect from a point on the City's existing sanitary sewer system or off-site roadway rights-of-way to comply with primary roadway and secondary access requirements in widths and alignments acceptable to the Director of Public Works and any required rights-of-way for stormwater flow and/or detention/retention facilities.

If Petitioner, after good faith efforts, is not able to acquire from the property owners off-site sanitary sewer, off-site roadway rights-of-way and/or stormwater rights-of-way in alignments acceptable to the City, the City will, to the extent legally authorized, exercise its power of eminent domain to acquire the off-site sanitary sewer and/or off-site roadway rights-of-way or Petitioner may utilize its metropolitan district's power of eminent domain. Petitioner shall be responsible for and shall pay all compensation for the land taken; damages, if any, to the residue of the owner's property, relocation assistance and costs, if any, and all other costs and expenses of condemnation, including, without limitation, appraisals, title insurance, engineering, expert witness, and attorney costs and fees ("Condemnation Costs"). Petitioner shall within ten (10) days, after request by the City, deposit with the City an estimate of Condemnation Costs as determined by the City Attorney before the City will commence condemnation proceedings. Petitioner shall pay the balance of the Condemnation Costs within ten (10) days after request therefor. If Petitioner fails to exercise good faith in acquiring the off-site sanitary sewer, or off-site roadway rights-of-way and/or off-site stormwater rights-of-way or fails to timely pay the estimate of Condemnation Costs or the balance

of Condemnation Costs, City may refuse to approve the issuance of building permits to construct structures or buildings within the Property.

6. Stormwater

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

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

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

7. Public Safety Fee

To fund the cost and expenses of providing funding for public safety for the police and fire departments related to the developing the Property, Petitioner and any subsequent owner of all or any part of the Property shall, as a condition of approval of the annexation, and as a condition of issuing a building permit for the construction within the Property, pay a Public Safety Fee calculated by the square foot of building footprint for each existing building and new building to be constructed on the Property ("Fee") based on the following fee schedule:

Residential Building Permits	55.3 cents per square foot of floor space
Commercial Building Permits	15.9 cents per square foot of floor space
Industrial Building Permits	1.5 cent per square foot of floor space

The Fee for existing buildings shall be paid to the City within ten days after the annexation ordinance is approved by City Council. The Fee for any new building construction shall be paid to the City when a building permit is issued for each new building. The Fee shall be deposited by the City in an interest bearing escrow account identified as the “Public Safety Account.” Funds deposited into the Public Safety Account shall be used solely to pay for the cost of operation, administration, maintenance, repair, improvement, renewal, replacement and construction of new public safety areas of the city and related costs.

An annual cumulative rate adjustment will be made based on the Consumer Price Index (CPI-U) for the Denver, Colorado MSA for the period of time between approval of the annexation and development. The adjustment shall be the percent change in the CPI for the calendar year ending December 31st of each year.

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday January 8th, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:38 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Regina Maestri, Christopher Pasternak, Alexandra Aznar, Lisa Bailey, and 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; Mikaylin Hackley, Planner; Hannah Prinzi, Planner

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to approve the agenda as amended, seconded by Maestri.

Motion Passed: 7-0

Public Meeting:

1. A-23-04 Villa Bella (1st Addition)

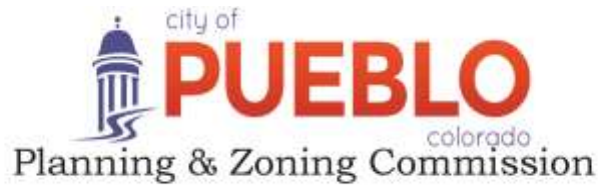
Commission Action: Bailey motioned to recommend the annexation be forwarded to City Council for approval, seconded by Aznar.

Motion Passed: 7-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

A-23-04

TO: City of Pueblo, Planning and Zoning Commission

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

DATE: January 8, 2025

SUBJECT: Villa Bella 1st Addition Annexation

APPLICANT: Ross Friend; Matrix Design Group

PROPERTY OWNER: Eagle Development/ Caleb Development/ Lorson North Land Corp

LOCATION: Generally located northeast of Villa Bella Filing 2 and west of the proposed Baculite Mesa Rd. roadway

EXISTING ZONE: Pueblo County Agricultural One (A-1)

CONCURRENT REQUEST(S): A-23-05, Villa Bella 2nd Addition & A-23-06, Villa Bella 3rd Addition

REQUEST:

The applicant is requesting to annex 8.018 acres of land into the City of Pueblo for the purpose of future development as part of the surrounding Villa Bella residential subdivision

BACKGROUND:

The Petitioners filed an annexation petition for this 8.018-acre area in September of 2023. This area is part of an approximately 30-acre L-shaped area of land that is entirely encircled by City property, but it is still in Pueblo County's jurisdiction. The applicant intends to develop the proposed annexation area in tandem with the surrounding City-zoned area as part of the growing Villa Bella suburban neighborhood. There are two concurrent annexation requests for other Villa Bella additions, but the Petitioners were required to process them separately as the three addition areas are not contingent with each other.

ANALYSIS:

The proposed annexation would be beneficial for the City as the Petitioners are intending to incorporate this undeveloped area into their planned PUD development, so infrastructure and roadways will be integrated into this City-zoned project rather than leaving a County-zoned gap of land surrounded by a new suburban development. No impact report was required for an annexation of this size, but through the accompanying PUD amendment request, the applicants have demonstrated how they intend to utilize and improve the proposed annexation site. Should the Planning and Zoning Commission make the necessary findings of fact to approve this annexation, staff finds such recommendation appropriate.

ZONING, LAND USE, AND NEIGHBORHOOD COMPATIBILITY

Existing Zoning and Land Use:

Zone District	Pueblo County Agricultural One (A-1)
Existing Land Use	Vacant/Undeveloped

Surrounding Land Uses & Zoning

North	Villa Bella PUD; Currently undeveloped
East	Villa Bella PUD; Currently undeveloped
South	Villa Bella PUD; Currently undeveloped
West	Villa Bella PUD; Currently undeveloped

Current Land Use According to Comprehensive Plan:

The Pueblo Regional Comprehensive Plan, 2022, designates the proposed annexation property as Suburban Neighborhood. Suburban neighborhood developments are defined by large, single-family residential lots with an overall density between 2 to 5 dwelling units per acre.

According to the Comprehensive Plan,

Pueblo Regional Comprehensive Plan Goals and State of the County Report:

1. The property proposed to be annexed should promote the development goals provided in the Regional Comprehensive Plan.

Staff findings: The Regional Comprehensive Plan designates this area for suburban development, and the Petitioners intend to incorporate this land into the planned Villa Bella suburban residential neighborhood.

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

Staff findings: The Annexation Agreement verifies the Petitioners intentions to provide or fund all necessary expansions of water and sewer mains to serve the proposed annexation area.

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

Staff findings: This annexation site is too small to require these land dedications, but the Annexation Agreement in the concurrent annexation case A-23-06, the Villa Bella 3rd addition, includes a public safety improvement fee that will contribute to necessary police and fire service expansion in the area.

Field Observations of Site:

- The proposed annexation area is vacant, undeveloped land. There are no existing roadways to access the site.

Neighborhood Compatibility

- The proposed annexation site is surrounding by currently undeveloped land that is zoned in the Villa Bella PUD; the annexation site will be incorporated into the PUD's planned development patterns.

REFERRAL AGENCIES AND COMMENTS:

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

SPECIAL INFORMATION

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

1. **Section 31-12-104** –That not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous to the existing City limits (contiguity may be established by the annexation of one or more parcels in a series, which may be completed simultaneously and considered together for the purposes of the public hearing). The municipality boundaries shall not be extended more than three miles in any direction from any point of such municipal boundary in any one year.
 - The proposed annexation meets the requirement for contiguous area as approximately 1,600 feet of the perimeter of the annexation area is contiguous with existing City property of a total perimeter of approximately 2,300 feet.
2. **Section 31-12-105[1]-[e]** – The municipality shall have a three-mile annexation plan which is updated on an annual basis. The proposed development should be compatible with this plan.
 - The Planning and Zoning Commission recommended approval of the updated “City of Pueblo 3-Mile Annexation Master Plan for the Year 2025” on December 11, 2024. All of the property is within three miles of the existing city limits.
3. **Section 31-12-108.5-** An Annexation Impact Report is required for all annexations over ten acres.
 - No impact report required as annexation area is smaller than 10 acres.

CITY OF PUEBLO ANNEXATION REQUIREMENTS:

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

The proposed annexation is a logical extension of the City's boundary as the proposed annexed area is surrounded by City property on 3 of its 4 boundaries.

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

The applicant has applied to zone the property into the Villa Bella PUD Zone District in conformity with Pueblo City code regulations.

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

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

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

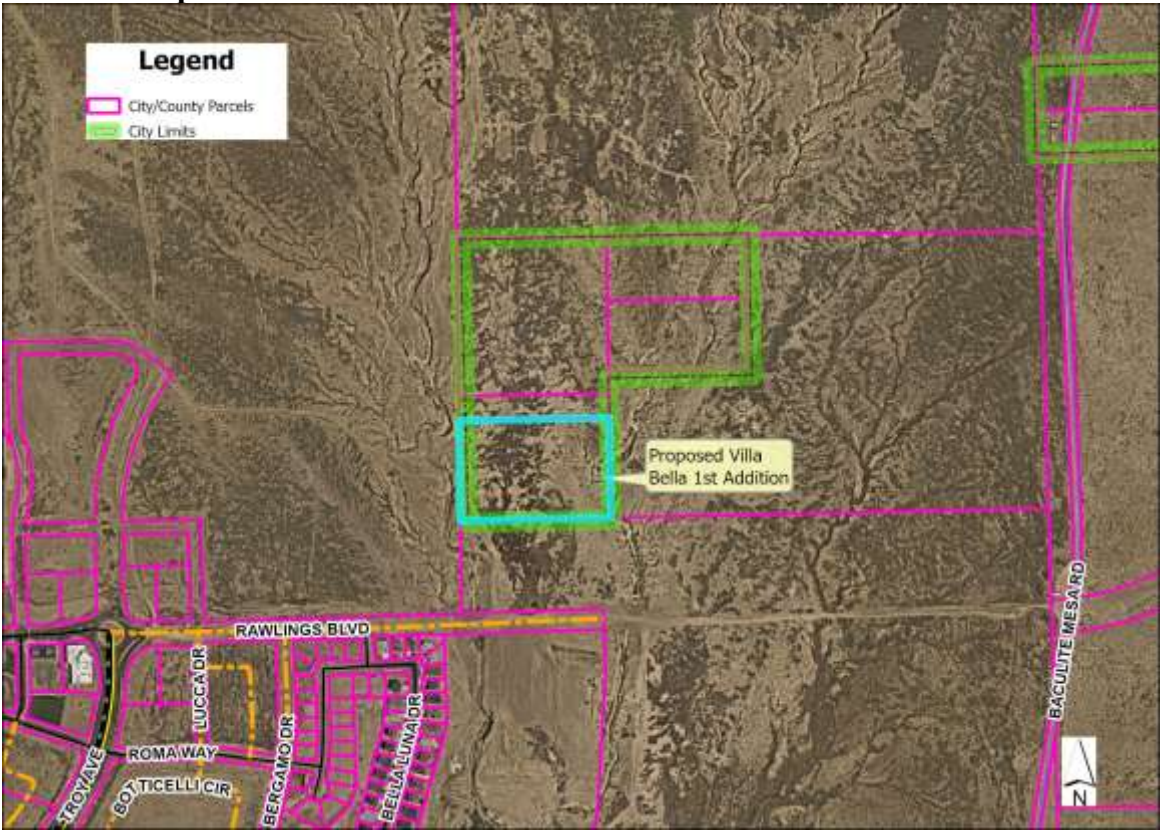
The petitioner will be required to comply with the City's Code of Ordinances for any subdivision of the property.

RECOMMENDED MOTION: If the Planning and Zoning Commission makes the necessary findings of fact, staff finds a recommendation of APPROVAL of the annexation to City Council appropriate.

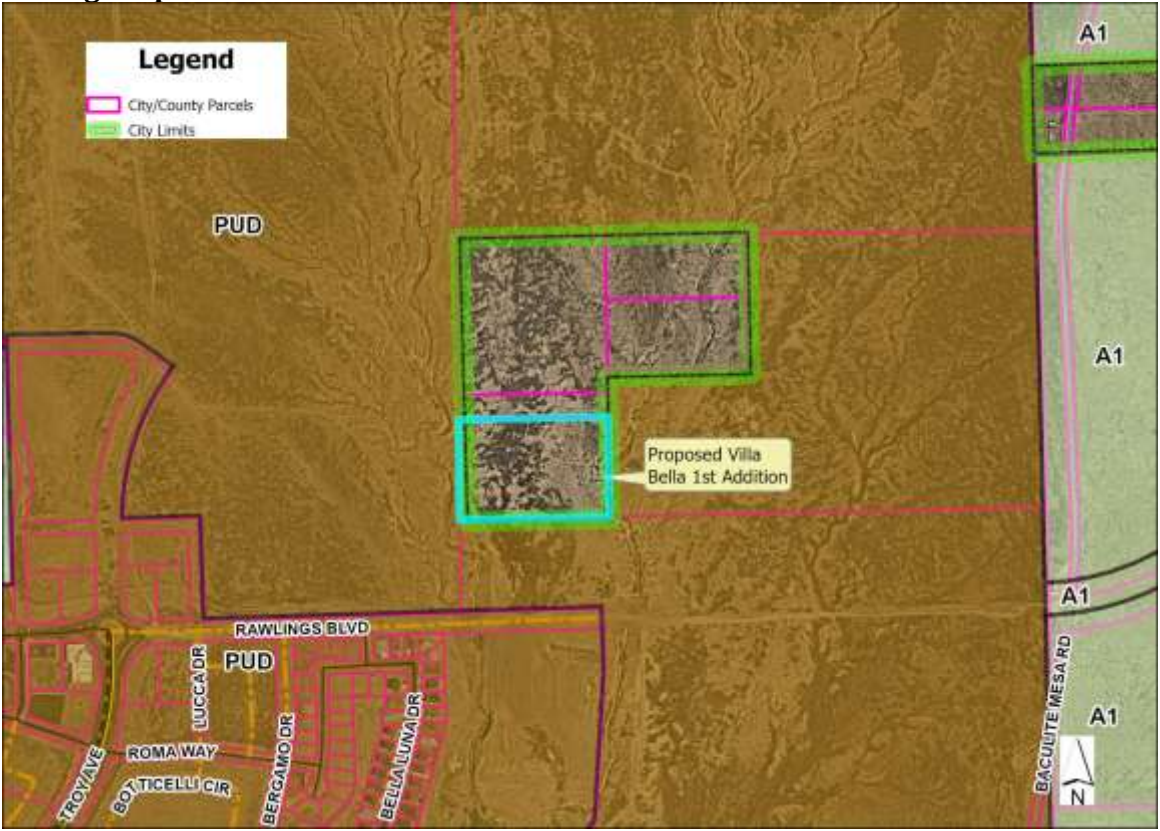
ATTACHMENTS

- A. Location Map
- B. Zoning Map
- C. Comprehensive Future Land Use Map
- D. Annexation Plat
- E. Annexation Agreement
- F. Project Narrative (Submitted by Petitioners)

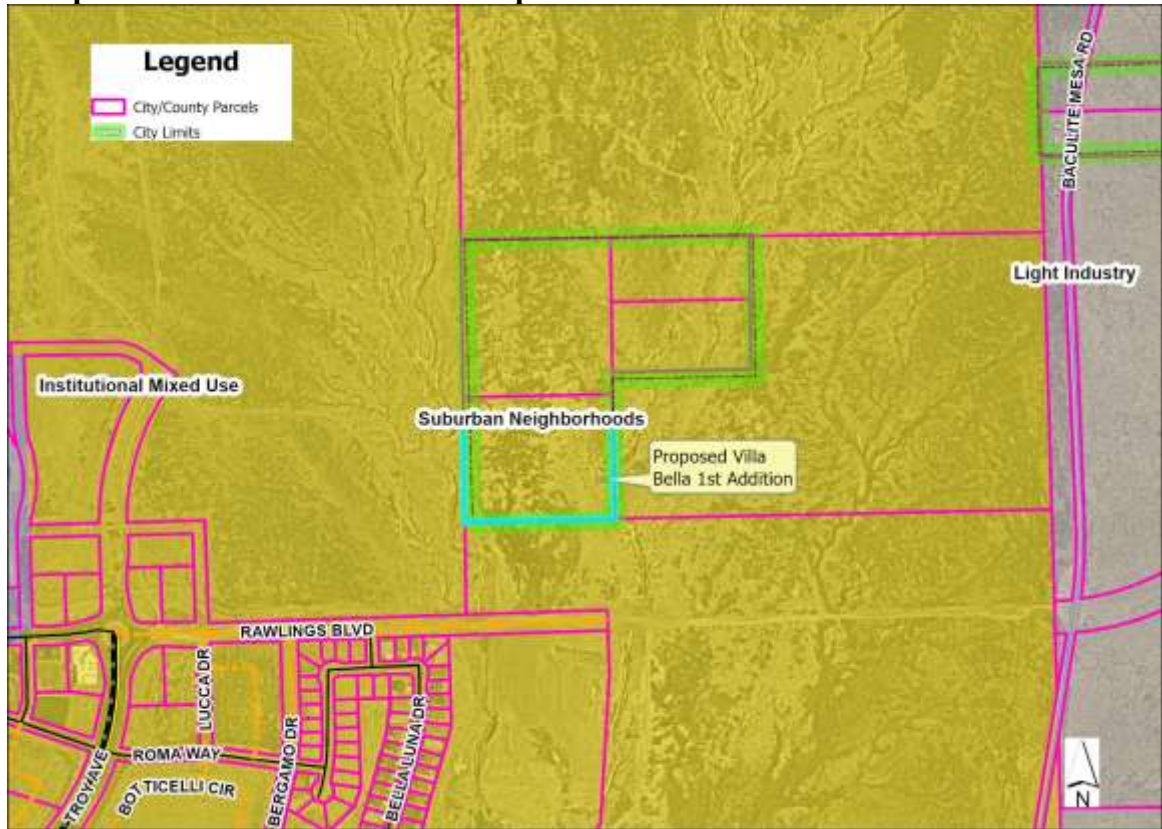
A. Location Map



B. Zoning Map



C. Comprehensive Future Land Use Map



- D. Annexation Plat**
- E. Annexation Agreement**
- F. Project Narrative (Submitted by Petitioners)**

FIRST ADDITION TO VILLA BELLA
ANNEXATION TO THE CITY OF PUEBLO

PARCEL OF LAND IN THE SW 1/4 OF NE 1/4 OF SECTION 16, T20S, R64W ,OF THE 6TH P.M.,
COUNTY OF PUEBLO, STATE OF COLORADO

CONTIGUITY CALCULATIONS

PARCEL	ACREAGE	PERIMETER	CONTIGUOUS TO PERIMETER	PERCENTAGE CONTIGUITY
A	8.018	2381.85 LF	1713.32 LF	71.93%

GENERAL NOTES

1. BASIS OF BEARINGS IS THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 8, SAID LINE IS MONUMENTED WITH A STONE IN CONCRETE WITH CROSS AT THE SECTION CORNER COMMON TO SECTIONS 8, 9, 16, AND 17 OF T20S R64W OF THE 6TH P.M. PUEBLO COUNTY, COLORADO AND WITH A 3.25" ALUMINUM CAP ON NO. 6 REBAR AT THE QUARTER CORNER COMMON TO SECTIONS 8 AND 9 T20S, R64W, PUEBLO COUNTY COLORADO. THE BEARING OF N00°50'56"E IS BASED ON STATE PLANE COORDINATES DERIVED FROM GPS OBSERVATIONS. MONUMENT DESCRIPTIONS ARE AS SHOWN HEREON.
2. THE FLOOD INSURANCE RATE MAP FOR THE AREAS SHOWN HEREON PANEL NO.(S) 08051C0504D, 08101C0510D, AND 0801C0520D WITH AN EFFECTIVE DATE OF 8/15/2019 INDICATES THE PROPERTIES DO NOT LIE WITHIN ANY DESIGNATED FLOOD HAZARD AREAS SHOWN THEREON.
3. A TITLE COMMITMENT ISSUED BY UNIFIED TITLE COMPANY LLC. FILE NO. 85658UTC DATED JUNE 8, 2022 AT 7:30 A.M. HAS BEEN REVIEWED AS IT PERTAINS TO PARCEL A.

LEGAL DESCRIPTIONS FROM TITLE COMMITMENTS

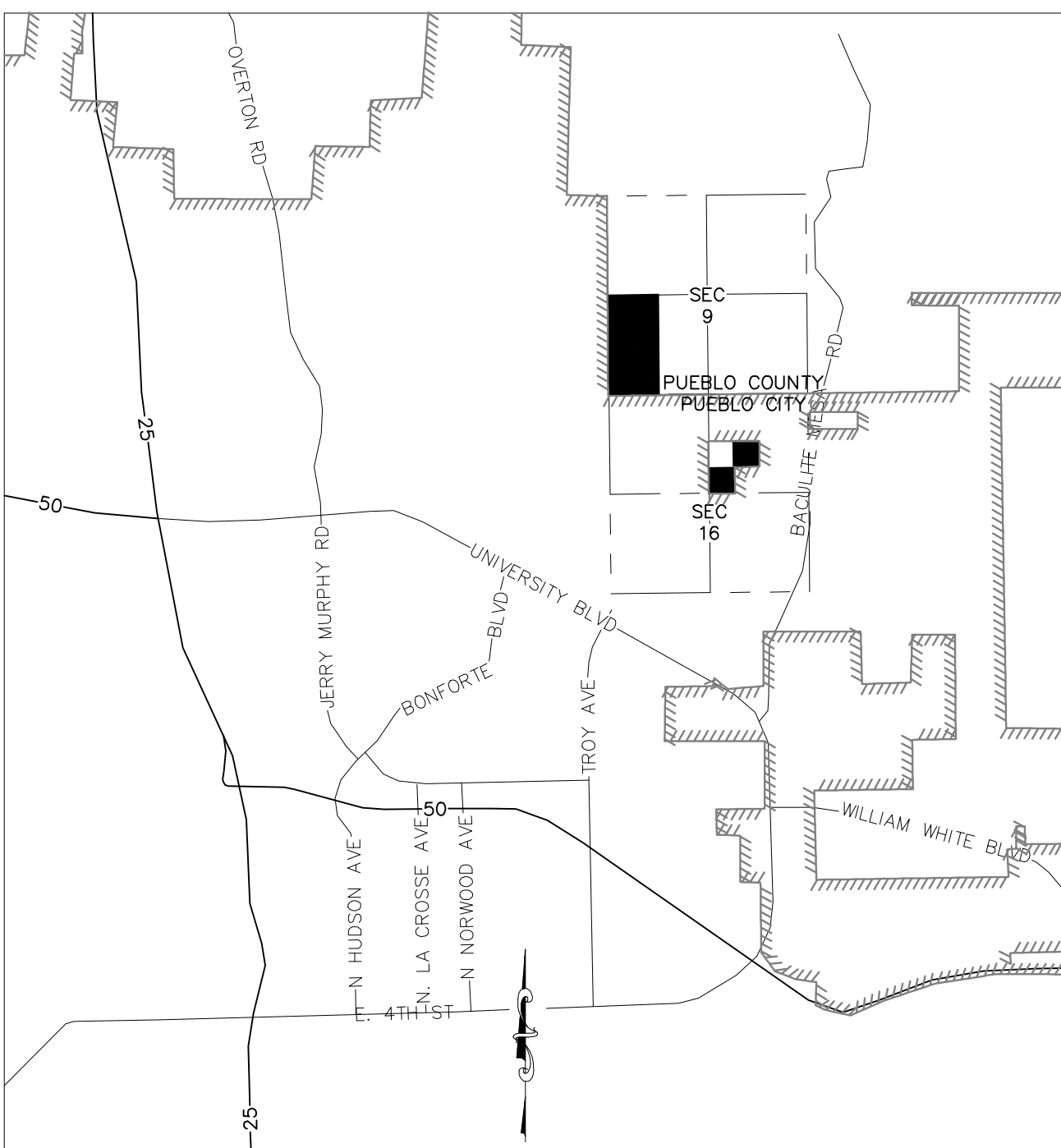
PARCEL A:

THE SOUTH 6 ACRES OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO.

THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO; EXCEPTING THEREFROM THE SOUTH 6 ACRES AND FURTHER EXCEPTING THEREFROM THE NORTH 2.018 ACRES.

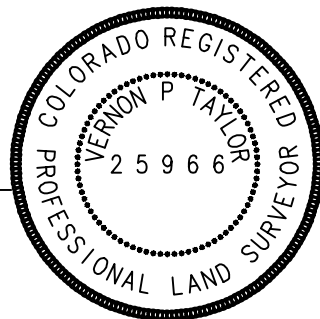
LEGEND

- PROPERTY CORNER FOUND AS DESCRIBED HEREON
- EXISTING TOWN LIMITS
- SUBJECT PROPERTY BOUNDARY
- ADJACENT PROPERTY LINES
- /// EXISTING TOWN LIMITS CONTIGUOUS



SURVEYOR CERTIFICATE

I VERNON P. TAYLOR, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT MORE THAN ONE-SIXTH (1/6) OF THE EXTERNAL BOUNDARY OF THE AREA PROPOSED TO BE ANNEXED TO THE CITY OF PUEBLO, COLORADO, IS CONTIGUOUS WITH THE BOUNDARIES OF THE ANNEXING MUNICIPALITY, AND THAT THIS ANNEXATION PLAT COMPLIES WITH THE COLORADO STATE STATUTES AND THE CITY OF PUEBLO, COLORADO CODES PERTAINING THERETO.



VERNON P. TAYLOR, COLO. PLS NO. 25966
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS

CITY COUNCIL OF PUEBLO APPROVAL

THIS ANNEXATION PLAT WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PUEBLO, COLORADO, THIS _____ DAY OF _____, 20____, A.D.

MAYOR _____ DATE _____
TOWN CLERK _____ DATE _____

CLERK AND RECORDER CERTIFICATE

STATE OF COLORADO)
COUNTY OF PUEBLO)

I HEREBY CERTIFY THAT THIS ANNEXATION PLAT WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____, 2022, A.D. AT _____ O'CLOCK ____M., AND WAS RECORDED AT RECEPTION NO. _____

PUEBLO COUNTY CLERK AND RECORDER

OWNER APPLICANT SUMMARY TABLE

PARCEL	ACREAGE	OWNER	LEGAL
A	8.018	CALEB DEVELOPMENT LLC	PORTION OF SW 1/4 SW 1/4 NE 1/4 SEC 16

FIRST ADDITION TO VILLA BELLA
ANNEXATION TO THECITY OF PUEBLO
JOB NO. 43-142
DATE PREPARED: 07/19/2023
DATE REVISED: 08/25/2023

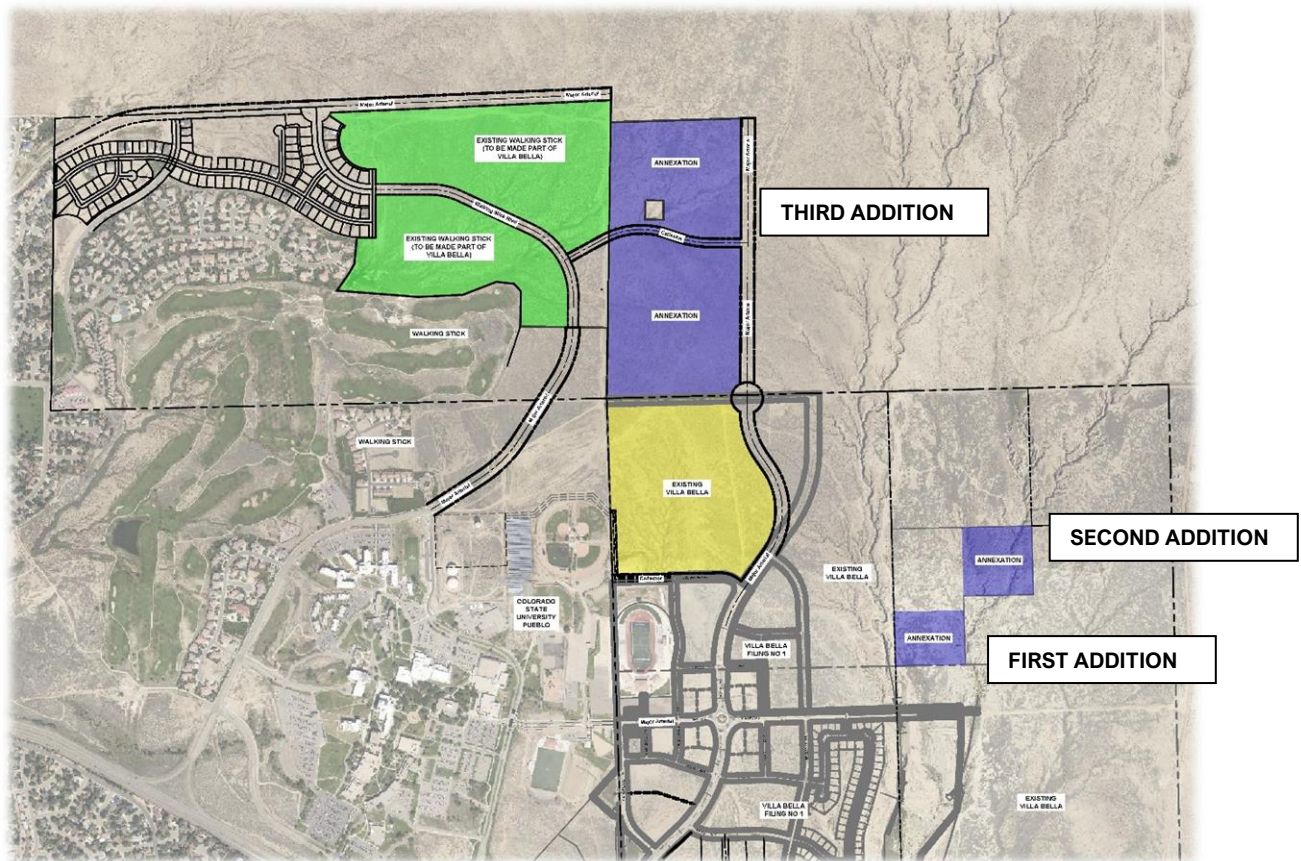


212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.953.5485

PROJECT NARRATIVE

FIRST ADDITION TO VILLA BELLA ANNEXATION TO THE CITY OF PUEBLO

Eagle Development/ Caleb Development/ Lorson North Land Corp is proposing to annex a total of approximately 97.749 acres into the City of Pueblo and proposes a future zone of Planned Unit Development (PUD) for residential uses. The First Addition is 8.018 acres, the Second Addition is 10.094 acres, and the Third Addition is 79.637 acres. The properties are located to the north and east of the Rawlings Boulevard and Troy Avenue intersection and are directly adjacent to existing Villa Bella and Walking Stick development. The subject properties are currently zoned Agricultural One (A1, Pueblo County); however, are surrounded by and/or adjacent to City of Pueblo land. The future PUD will permit residential lots of varying sizes and will be part of the larger Villa Bella development, tentatively named Villa Bella North.



Planned Unit Development

The future PUD Zone District and PUD Site Plan will illustrate guidelines for residential uses and lots of varying sizes. The proposed development will be a part of the larger adjacent Villa Bella development.

Compliance

The proposed development will comply with all current and amended City of Pueblo code of ordinances, general design principals and technical manuals.

Impacts

Annexation into the City of Pueblo has benefits for both the current residents and the annexed property. Current residents get a say in the new development that could come with that annexation. The new property then has access to (and helps fund) City services such as roads, utilities, water, parks, trails, recreation and more.

The majority of impact to surrounding properties will likely be traffic related. The traffic impacts and mitigation recommendation will be further studied with a Traffic Impact Analysis during future plan submittals.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 10, 2025

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 ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE SECOND ADDITION TO VILLA BELLA ANNEXATION TO THE CITY OF PUEBLO DESCRIBED AS 10.094-ACRES OF LAND LOCATED NORTHEAST OF THE INTERSECTION OF TROY AVENUE AND RAWLINGS BOULEVARD

SUMMARY:

The petitioners Caleb Development, LLC and Lorson North Land Corporation, are requesting to annex the property containing 10.094-acres into the City of Pueblo commonly known as the Villa Bella Second Addition Annexation to the City of Pueblo.

PREVIOUS COUNCIL ACTION:

On October 28, 2024 City Council approved a Resolution No. 15804 preliminarily determining that the petition for annexation of the area commonly known as the Villa Bella Second Addition Annexation is valid under the provisions of Colorado Revised Statutes Section 31-12-107(1).

On February 24, 2025 City Council approved a Resolution No. 15918 extending the timeframe for the review of the annexation petitions for Villa Bella Second Addition Annexation for an additional 180 days.

BACKGROUND:

The 10.094-acre Villa Bella Second Addition Annexation is located to the northeast of the intersection of Troy Avenue and Rawlings Boulevard. This property is part of an approximately 30-acre L-shaped area still in Pueblo County's jurisdiction that is entirely encircled by property previously annexed into the City. The applicant intends to develop the proposed annexation area in tandem with the surrounding City-zoned area as part of the growing Villa Bella suburban neighborhood. There are two concurrent annexation requests for other Villa Bella additions, but the Petitioners were required to process them separately since the three addition areas are not contingent with each other.

The property is currently identified within the Suburban Residential future land categories in the 2022 Pueblo Regional Comprehensive Plan Future Land Map. Suburban neighborhood developments are defined by large, single-family residential lots with an overall density between 2 to 5 dwelling units per acre. The applicant is proposing to zone the property as part of the Residences at Villa Bella PUD. The proposed annexation site is currently zoned Pueblo County A-1, Agricultural Zone District. The property located north, south, east and west of the proposed annexation area is currently undeveloped. The Petitioners are intending to incorporate this undeveloped area into their planned PUD development, so infrastructure and roadways will be integrated into this City-zoned project rather than leaving a County-zoned gap of land surrounded by a new suburban development. No impact report was required for this annexation petition since the property is less than 10 acres.

FINANCIAL IMPLICATIONS:

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

BOARD/COMMISSION RECOMMENDATION:

The City Planning and Zoning Commission reviewed the annexation at the December 11, 2024, Regular Meeting. A motion to approve the proposed annexation was made by Commissioner Bailey and seconded by Commissioner Spinuzzi to recommend approval of the proposed annexation petition. Motion passed 5-0, Commissioners Pasternak and Maestri absent.

STAKEHOLDER PROCESS:

Since of property is less than 10 acres in size an annexation impact report is not required to be filed with taxing entities in which the property proposed for annexation in within their boundaries.

ALTERNATIVES:

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

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

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Annexing-2nd Addition Villa Bella Attachments

ORDINANCE NO.

AN ORDINANCE ANNEXING UNINCORPORATED LAND
COMMONLY KNOWN AS THE SECOND ADDITION TO VILLA
BELLA ANNEXATION TO THE CITY OF PUEBLO DESCRIBED
AS 10.094-ACRES OF LAND LOCATED NORTHEAST OF THE
INTERSECTION OF TROY AVENUE AND RAWLINGS
BOULEVARD

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

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

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

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

SECTION 1.

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

ANNEXATION:

PARCEL A:

THE NORTH SIX (6) ACRES OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO. AND:

THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EXCEPTING THEREFROM THE NORTH 6 ACRES THEREOF, COUNTY OF PUEBLO, STATE OF COLORADO.

CONTAINING 10.094 ACRES.

LEGAL DESCRIPTION PROPOSED CITY LIMIT

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, T20S, R64W, OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO, SAID POINT BEING THE POINT OF BEGINNING (POB).

THENCE N01°48'59"W A DISTANCE OF 656.80 FEET TO THE SOUTH LINE OF THE

NORTHWEST QUARTER OF SECTION 16 AND THE POINT OF TERMINUS (POT).

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.

SECTION 2.

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

SECTION 3.

The Annexation Agreement in the form and content presented to the City Council at this meeting is hereby authorized and approved. The President of the City Council is hereby directed and authorized to execute and deliver the Annexation Agreement in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 4.

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

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

SECTION 8.

This Ordinance shall become effective immediately upon final passage and the annexation shall be effective for ad valorem tax purposes on and after January 1, 2026.

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

SECOND ADDITION TO VILLA BELLA ANNEXATION TO THE CITY OF PUEBLO

PARCEL OF LAND IN THE SW 1/4 OF NE 1/4 OF SECTION 16, T20S, R64W, OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO

CONTIGUITY CALCULATIONS

PARCEL	ACREAGE	PERIMETER	CONTIGUOUS TO PERIMETER	PERCENTAGE CONTIGUITY
A	10.094	2652.50 LF	1995.70 LF	75.23%

GENERAL NOTES

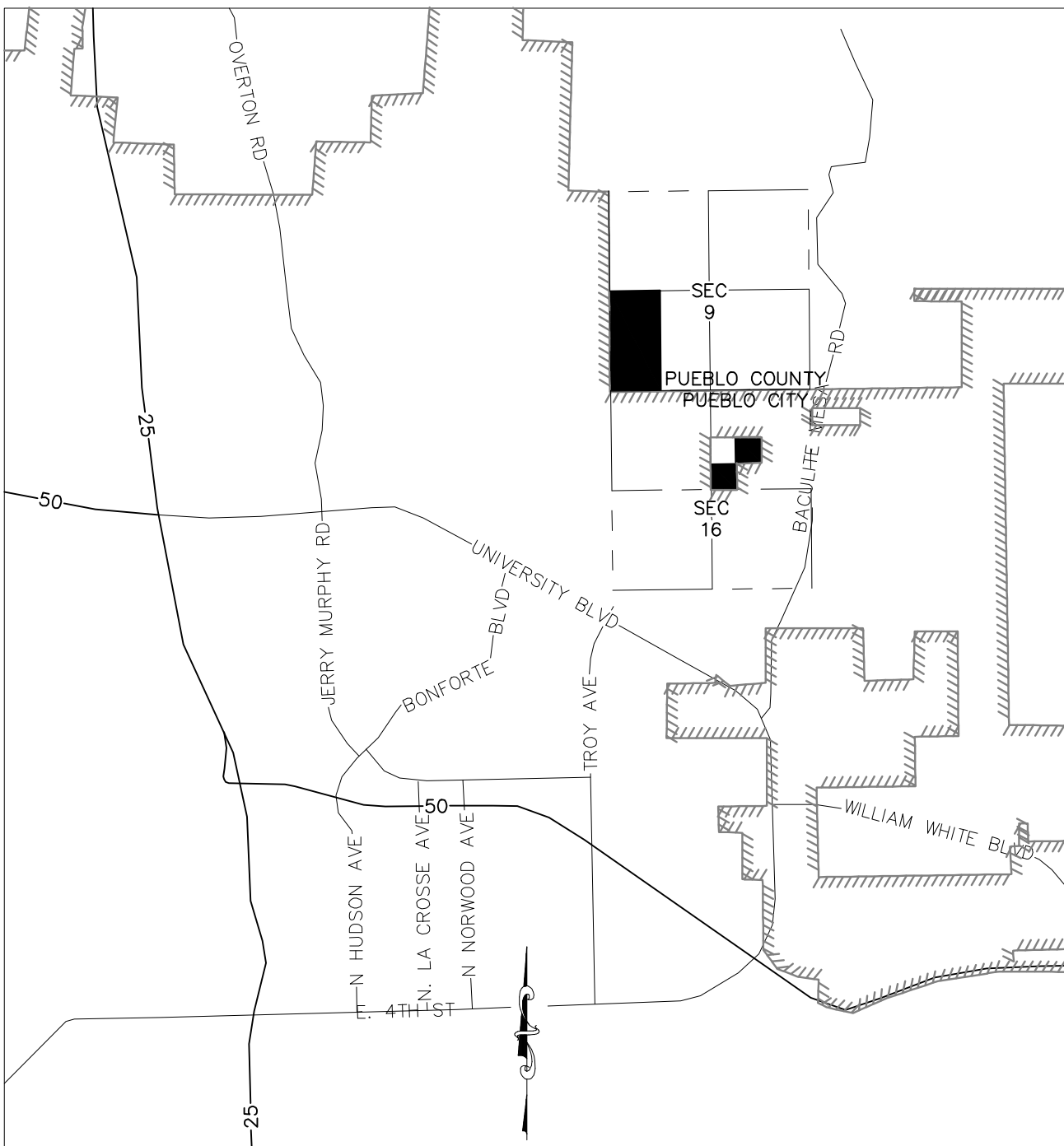
- BASIS OF BEARINGS IS THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 8, SAID LINE IS MONUMENTED WITH A STONE IN CONCRETE WITH CROSS AT THE SECTION CORNER COMMON TO SECTIONS 8, 9, 16, AND 17 OF T20S R64W OF THE 6TH P.M. PUEBLO COUNTY, COLORADO AND WITH A 3.25" ALUMINUM CAP ON NO. 6 REBAR AT THE QUARTER CORNER COMMON TO SECTIONS 8 AND 9 T20S, R64W, PUEBLO COUNTY COLORADO. THE BEARING OF N00°50'56"E IS BASED ON STATE PLANE COORDINATES DERIVED FROM GPS OBSERVATIONS. MONUMENT DESCRIPTIONS ARE AS SHOWN HEREON.
- THE FLOOD INSURANCE RATE MAP FOR THE AREAS SHOWN HEREON PANEL NO.(S) 08051C0504D, 08101C0510D, AND 0801C0520D WITH AN EFFECTIVE DATE OF 8/15/2019 INDICATES THE PROPERTIES DO NOT LIE WITHIN ANY DESIGNATED FLOOD HAZARD AREAS SHOWN THEREON.
- A TITLE COMMITMENT ISSUED BY UNIFIED TITLE COMPANY LLC. FILE NO. 85658UTC DATED JUNE 8, 2022 AT 7:30 A.M. HAS BEEN REVIEWED AS IT PERTAINS TO PARCELS A.

LEGAL DESCRIPTIONS FROM TITLE COMMITMENTS

PARCEL A:
THE NORTH SIX (6) ACRES OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO.
AND: THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EXCEPTING THEREFROM THE NORTH 6 ACRES THEREOF, COUNTY OF PUEBLO, STATE OF COLORADO.

LEGAL DESCRIPTION PROPOSED CITY LIMIT

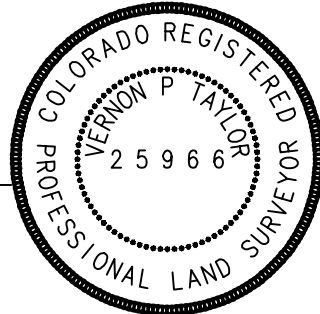
BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, T20S, R64W, OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO, SAID POINT BEING THE POINT OF BEGINNING (POB).
THENCE N01°48'59"W A DISTANCE OF 656.80 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 16 AND THE POINT OF TERMINUS (POT).



VICINITY MAP
NOT TO SCALE

SURVEYOR CERTIFICATE

I VERNON P. TAYLOR, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT MORE THAN ONE-SIXTH (1/6) OF THE EXTERNAL BOUNDARY OF THE AREA PROPOSED TO BE ANNEXED TO THE CITY OF PUEBLO, COLORADO, IS CONTIGUOUS WITH THE BOUNDARIES OF THE ANNEXING MUNICIPALITY, AND THAT THIS ANNEXATION PLAT COMPLIES WITH THE COLORADO STATE STATUTES AND THE CITY OF PUEBLO, COLORADO CODES PERTAINING THERETO.



VERNON P. TAYLOR, COLO. PLS NO. 25966
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS

OWNER APPLICANT SUMMARY TABLE

PARCEL	ACREAGE	OWNER	LEGAL
A	10.094	CALEB DEVELOPMENT LLC	NE 1/4 SW 1/4 NE 1/4 SEC 16

SECOND ADDITION TO VILLA BELLA
ANNEXATION TO THE CITY OF PUEBLO
JOB NO. 43-142
DATE PREPARED: 07/19/2023
DATE REVISED: 08/25/2023
DATE REVISED: 11/15/2023



212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.953.5485

ANNEXATION AGREEMENT

CASE NO. A-23-05 VILLA BELLA NORTH 2nd ADDITION ANNEXATION

This Annexation Agreement is made effective as of _____ 2025, by and between the City of Pueblo, a Colorado Municipal Corporation, (the “City”), for the use and benefit of, Caleb Development, LLC, a Colorado limited liability company and Lorson North Land Corporation, a Colorado Corporation (herein collectively the “Petitioner”), WITNESSETH

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

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

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

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

I. REPRESENTATION AND WARRANTIES OF PETITIONER

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

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

Annexation Agreement.

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

II. MASTER DEVELOPMENT PLAN

If the Property, in combination with the adjacent property under the same ownership, is not intended to be included in a single subdivision, the proposed Planned Unit Development (PUD) Zoning and associated Development Plan, and Development Guide, case Z-24-06, may serve as the Master Development Plan for the Property. Should the proposed PUD rezoning of the Property not occur, the Petitioner will prepare and submit or cause to be prepared and submitted to the Planning and Zoning Commission for approval a Master Development Plan.

The PUD, Development Plan and Development Guide or Master Development Plan, shall serve as the Master Development Plan, for the entire area property under the same ownership, shall be prepared in consultation with the City's Subdivision Review Committee and Department of Planning and Community Development and submitted in its entirety to the Planning and Zoning Commission. The Master Development Plan will comply with the policies of the Pueblo Regional Comprehensive Development Plan existing as of the date the Master Development Plan is approved, and will be designed to address, identify and resolve all development, drainage, utilities, traffic and other infrastructure needs and requirements and the wide range of planning and development issues involved in and with respect to the development of the Property.

III. ZONING AND SUBDIVISION

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

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

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

IV. PUBLIC FACILITIES

The Petitioner shall dedicate land and rights-of-way for public uses and facilities necessary and

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

V. UTILITIES

The Petitioner shall comply with all applicable City of Pueblo (sanitary and storm sewers), Xcel Energy (natural gas), the applicable electric utility franchised and holding a Certificate of Public Convenience and Necessity for electric service within the annexed area, Comcast of Colorado IV, LLC (cablevision), Pueblo Board of Water Works (water), and authorized ILEC and CLEC (telephone/data transmission) for the installation of mains, lines, stations, and any other appurtenant utility facilities in effect at the time of such installation.

VI. COMPLIANCE WITH ORDINANCES

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

VII. BINDING EFFECT

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

VIII. AMENDMENTS

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

IX. SEVERABILITY

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

X. VESTED RIGHTS

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

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

XI. BUILDING PERMITS

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

XII. DISCONNECTION

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

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

disconnection.

XIII. CONTRACTUAL NATURE OF ANNEXATION AGREEMENT

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

XIV. SPECIAL IMPROVEMENTS AND DEDICATIONS

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

XV. MISCELLANEOUS

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

- (a) if to the City: Mayor, City of Pueblo
1 City Hall Place, Pueblo, CO 81003
- (b) copy to: City Attorney
1 City Hall Place, Pueblo, CO 81003
- (c) if to the Petitioner: Jeff Mark, Authorized Signing Agent
Caleb Development, LLC, a Colorado limited liability company
212 N. Wahsatch Avenue, Ste 301,
Colorado Springs, CO 80903

Jeff Mark, Vice President
Lorson North Land Corporation, a Colorado Corporation
212 N. Wahsatch Avenue, Ste 301,
Colorado Springs, CO 80903
- (d) copies to: Vern Taylor
M&S Civil Consultants, Inc
212 N. Wahsatch Ave, Suite 305
Colorado Springs, CO 80903

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

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

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

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

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

(6) Liability of City. This Agreement is not as and shall not be interpreted as a waiver of the rights and protections given to the City by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq. In addition, in no event shall City, its officers, agents or employees be liable to Petitioner for damages, including without limitation, compensatory, punitive, indirect, special or consequential damages, resulting from or arising out of or related to this Agreement or the performance or breach thereof by City or the failure or delay of City in the performance of any covenant or provision under this Agreement on its part to be performed. In consideration of City entering into this Agreement, Petitioner hereby waives and discharges City, its officers, agents and employees from all claims for any and all such damages. No breach, default, delay or failure of City under this Agreement shall be or be construed to be a waiver, discharge or release of Petitioner's obligations under this Agreement. In the event of a breach of this Agreement by the City, Petitioner's sole and exclusive remedy shall be to bring an equitable action for specific performance in the District Court of Pueblo County, Colorado. Such violations may be restrained, or such obligations enforced by injunction at the instance and request of Petitioner without the showing of any special damages or an inadequate remedy at law.

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

CITY OF PUEBLO, COLORADO
a Colorado Municipal Corporation

[S E A L]

By _____
Heather Graham, Mayor

Attest: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

PETITIONERS:
Caleb Development, LLC, a Colorado
limited liability company

Jeff Mark, Authorized Signing Agent, Eagle
Development Company, a Colorado
corporation

Lorson North Land Corporation, a Colorado
Corporation

Jeff Mark, Vice President

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by
Heather Graham as Mayor of the City of Pueblo and Marisa Stoller as City Clerk of Pueblo, a
Colorado Municipal Corporation.

Witness my hand and official seal.

My commission expires: _____

[S E A L]

Notary Public

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024,
by Vice President Eagle Development Company, a Colorado corporation.

Witness my hand and official seal.

My commission expires: _____

[S E A L]

Notary Public

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024,
by Jeff Mark, Caleb Development, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

[S E A L]

Notary Public

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by
Jeff Mark, Vice President of Lorson North Land Corporation, a Colorado Corporation.

Witness my hand and official seal.

My commission expires: _____

[S E A L]

Notary Public

Exhibit A

AREA TO BE ANNEXED

A parcel of land located in THE NORTH SIX (6) ACRES OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO. AND:

THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EXCEPTING THEREFROM THE NORTH 6 ACRES THEREOF, COUNTY OF PUEBLO, STATE OF COLORADO.

CONTAINING 10.094 ACRES.

PROPOSED NEW CITY LIMITS LINE:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, T20S, R64W, OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO, SAID POINT BEING THE POINT OF BEGINNING (POB).

THENCE N01°48'59"W A DISTANCE OF 656.80 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 16 AND THE POINT OF TERMINUS (POT).

CERTIFICATION OF PERIMETER:

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

EXHIBIT B

(none)

EXHIBIT C

SPECIAL IMPROVEMENTS AND DEDICATIONS

VILLA BELLA NORTH SECOND ADDITION ANNEXATION (A-23-04) ANNEXATION AGREEMENT

1. Off-Site Roadways

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

2. Access to Property

Primary access to the Property will be from a local roadway extending north from Rawlings Blvd. (Minor Arterial). The alignments of the roadways shall comply with the General Provisions for Roadway Classification Design Standards (November 2004) and Policies and the City's Standard Construction and Standard Details (Revised: March 28, 2005) or as same may be hereafter amended and in accordance with construction plans, all which shall be approved by the Director of Public Works. If not previously done, the Petitioner, at its sole cost, shall dedicate or convey by recorded plat or general warranty deed the necessary right-of-way in an alignment that is acceptable to the Director of Public Works.

3. Secondary Access to the Property

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

Petitioner may be eligible for Cost Recovery from adjoining property owners for secondary

access constructed outside the Property as provided in Section 12-4-12 of the Pueblo Municipal Code. City may refuse to approve any subsequent subdivision or issue building permits until such secondary access is provided.

4. Sanitary Sewer

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

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

If not already dedicated to the public or conveyed to the City, it will be the Petitioner's

responsibility, at its sole cost, to acquire, dedicate and grant to the public sanitary sewer easements, in a widths and alignments according to the approved Sanitary Sewer Master Plan, and secure any permits that may be required by Pueblo County for the installation of the sanitary sewer lines outside of the city limits of Pueblo.

5. Off-Site Roadway and Sanitary Sewer Right-of-Way Acquisition

If not already dedicated to the public or deeded to the City, it will be the Petitioner's responsibility, at its sole cost and expense, to dedicate to the public or deed to the City, by recorded plat or warranty deed any off-site sanitary sewer rights-of-way to connect from a point on the City's existing sanitary sewer system or off-site roadway rights-of-way to comply with primary roadway and secondary access requirements in widths and alignments acceptable to the Director of Public Works and any required rights-of-way for stormwater flow and/or detention/retention facilities.

If Petitioner, after good faith efforts, is not able to acquire from the property owners off-site sanitary sewer, off-site roadway rights-of-way and/or stormwater rights-of-way in alignments acceptable to the City, the City will, to the extent legally authorized, exercise its power of eminent domain to acquire the off-site sanitary sewer and/or off-site roadway rights-of-way or Petitioner may utilize its metropolitan district's power of eminent domain. Petitioner shall be responsible for and shall pay all compensation for the land taken; damages, if any, to the residue of the owner's property, relocation assistance and costs, if any, and all other costs and expenses of condemnation, including, without limitation, appraisals, title insurance, engineering, expert witness, and attorney costs and fees ("Condemnation Costs"). Petitioner shall within ten (10) days, after request by the City, deposit with the City an estimate of Condemnation Costs as determined by the City Attorney before the City will commence condemnation proceedings. Petitioner shall pay the balance of the Condemnation Costs within ten (10) days after request therefor. If Petitioner fails to exercise good

faith in acquiring the off-site sanitary sewer, or off-site roadway rights-of-way and/or off-site stormwater rights-of-way or fails to timely pay the estimate of Condemnation Costs or the balance of Condemnation Costs, City may refuse to approve the issuance of building permits to construct structures or buildings within the Property.

6. Stormwater

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

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

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

7. Public Safety Fee

To fund the cost and expenses of providing funding for public safety for the police and fire departments related to the developing the Property, Petitioner and any subsequent owner of all or any part of the Property shall, as a condition of approval of the annexation, and as a condition of issuing a building permit for the construction within the Property, pay a Public

Safety Fee calculated by the square foot of floor space for each existing building and new building to be constructed on the Property (“Fee”) based on the following fee schedule:

Residential Building Permits	55.3 cents per square foot of floor space
Commercial Building Permits	15.9 cents per square foot of floor space
Industrial Building Permits	1.5 cent per square foot of floor space

The Fee for existing buildings shall be paid to the City within ten days after the annexation ordinance is approved by City Council. The Fee for any new building construction shall be paid to the City when a building permit is issued for each new building. The Fee shall be deposited by the City in an interest bearing escrow account identified as the “Public Safety Account.” Funds deposited into the Public Safety Account shall be used solely to pay for the cost of operation, administration, maintenance, repair, improvement, renewal, replacement and construction of new public safety areas of the city and related costs.

An annual cumulative rate adjustment will be made based on the Consumer Price Index (CPI-U) for the Denver, Colorado MSA for the period of time between approval of the annexation and development. The adjustment shall be the percent change in the CPI for the calendar year ending December 31st of each year.

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday January 8th, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:38 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Regina Maestri, Christopher Pasternak, Alexandra Aznar, Lisa Bailey, and 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; Mikaylin Hackley, Planner; Hannah Prinzi, Planner

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to approve the agenda as amended, seconded by Maestri.

Motion Passed: 7-0

Public Meeting:

2. A-23-05 Villa Bella (2nd Addition)

Commission Action: Bailey motioned to recommend the annexation application be forwarded to City Council for approval, seconded by Aznar.

Motion Passed: 7-0

A-23-05

TO: City of Pueblo, Planning and Zoning Commission

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

DATE: January 8, 2025

SUBJECT: Villa Bella 2nd Addition Annexation

APPLICANT: Ross Friend; Matrix Design Group

PROPERTY OWNER: Eagle Development/ Caleb Development/ Lorson North Land Corp

LOCATION: Generally located northeast of Villa Bella Filing 2 and west of the proposed Baculite Mesa Rd. roadway

EXISTING ZONE: Pueblo County Agricultural One (A-1)

CONCURRENT REQUEST(S): A-23-04, Villa Bella 1st Addition & A-23-06, Villa Bella 3rd Addition

REQUEST:

The applicant is requesting to annex 10.094 acres of land into the City of Pueblo for the purpose of future development as part of the surrounding Villa Bella residential subdivision

BACKGROUND:

The Petitioners filed an annexation petition for this 10.094-acre area in September of 2023. This area is part of an approximately 30-acre L-shaped area of land that is entirely encircled by City property, but it is still in Pueblo County's jurisdiction. The applicant intends to develop the proposed annexation area in tandem with the surrounding City-zoned area as part of the growing Villa Bella suburban neighborhood. There are two concurrent annexation requests for other Villa Bella additions, but the Petitioners were required to process them separately as the three addition areas are not contingent with each other.

ANALYSIS:

The proposed annexation would be beneficial for the City as the Petitioners are intending to incorporate this undeveloped area into their planned PUD development, so infrastructure and roadways will be integrated into this City-zoned project rather than leaving a County-zoned gap of land surrounded by a new suburban development. No impact report was required for an annexation of this size, but through the accompanying PUD amendment request, the applicants have demonstrated how they intend to utilize and improve the proposed annexation site. Should the Planning and Zoning Commission make the necessary findings of fact to approve this annexation, staff finds such recommendation appropriate.

ZONING, LAND USE, AND NEIGHBORHOOD COMPATIBILITY

Existing Zoning and Land Use:

Zone District	Pueblo County Agricultural One (A-1)
---------------	--------------------------------------

Existing Land Use	Vacant/Undeveloped
-------------------	--------------------

Surrounding Land Uses & Zoning

North	Villa Bella PUD; Currently undeveloped
East	Villa Bella PUD; Currently undeveloped
South	Villa Bella PUD; Currently undeveloped
West	Villa Bella PUD; Currently undeveloped

Current Land Use According to Comprehensive Plan:

The Pueblo Regional Comprehensive Plan, 2022, designates the proposed annexation property as Suburban Neighborhood. Suburban neighborhood developments are defined by large, single-family residential lots with an overall density between 2 to 5 dwelling units per acre.

According to the Comprehensive Plan,

Pueblo Regional Comprehensive Plan Goals and State of the County Report:

1. The property proposed to be annexed should promote the development goals provided in the Regional Comprehensive Plan.

Staff findings: The Regional Comprehensive Plan designates this area for suburban development, and the Petitioners intend to incorporate this land into the planned Villa Bella suburban residential neighborhood.

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

Staff findings: The Annexation Agreement verifies the Petitioners intentions to provide or fund all necessary expansions of water and sewer mains to serve the proposed annexation area.

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

Staff findings: This annexation site is too small to require these land dedications, but the Annexation Agreement in the concurrent annexation case A-23-06, the Villa Bella 3rd addition, includes a public safety improvement fee that will contribute to necessary police and fire service expansion in the area.

Field Observations of Site:

- The proposed annexation area is vacant, undeveloped land. There are no existing roadways to access the site.

Neighborhood Compatibility

- The proposed annexation site is surrounding by currently undeveloped land that is zoned in the Villa Bella PUD; the annexation site will be incorporated into the PUD's planned development patterns.

REFERRAL AGENCIES AND COMMENTS:

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

SPECIAL INFORMATION

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

1. **Section 31-12-104** –That not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous to the existing City limits (contiguity may be established by the annexation of one or more parcels in a series, which may be completed simultaneously and considered together for the purposes of the public hearing). The municipality boundaries shall not be extended more than three miles in any direction from any point of such municipal boundary in any one year.
 - The proposed annexation meets the requirement for contiguous area as approximately 1,900 feet of the perimeter of the annexation area is contiguous with existing City property of a total perimeter of approximately 2,500 feet.
2. **Section 31-12-105[1]-[e]** – The municipality shall have a three-mile annexation plan which is updated on an annual basis. The proposed development should be compatible with this plan.
 - The Planning and Zoning Commission recommended approval of the updated “City of Pueblo 3-Mile Annexation Master Plan for the Year 2025” on December 11, 2024. All of the property is within three miles of the existing city limits.
3. **Section 31-12-108.5-** An Annexation Impact Report is required for all annexations over ten acres.
 - No impact report required as annexation area is roughly 10 acres.

CITY OF PUEBLO ANNEXATION REQUIREMENTS:

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

The proposed annexation is a logical extension of the City's boundary as the proposed annexed area is surrounded by City property on 3 of its 4 boundaries.

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

The applicant has applied to zone the property into the Villa Bella PUD Zone District in conformity with Pueblo City code regulations.

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

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

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

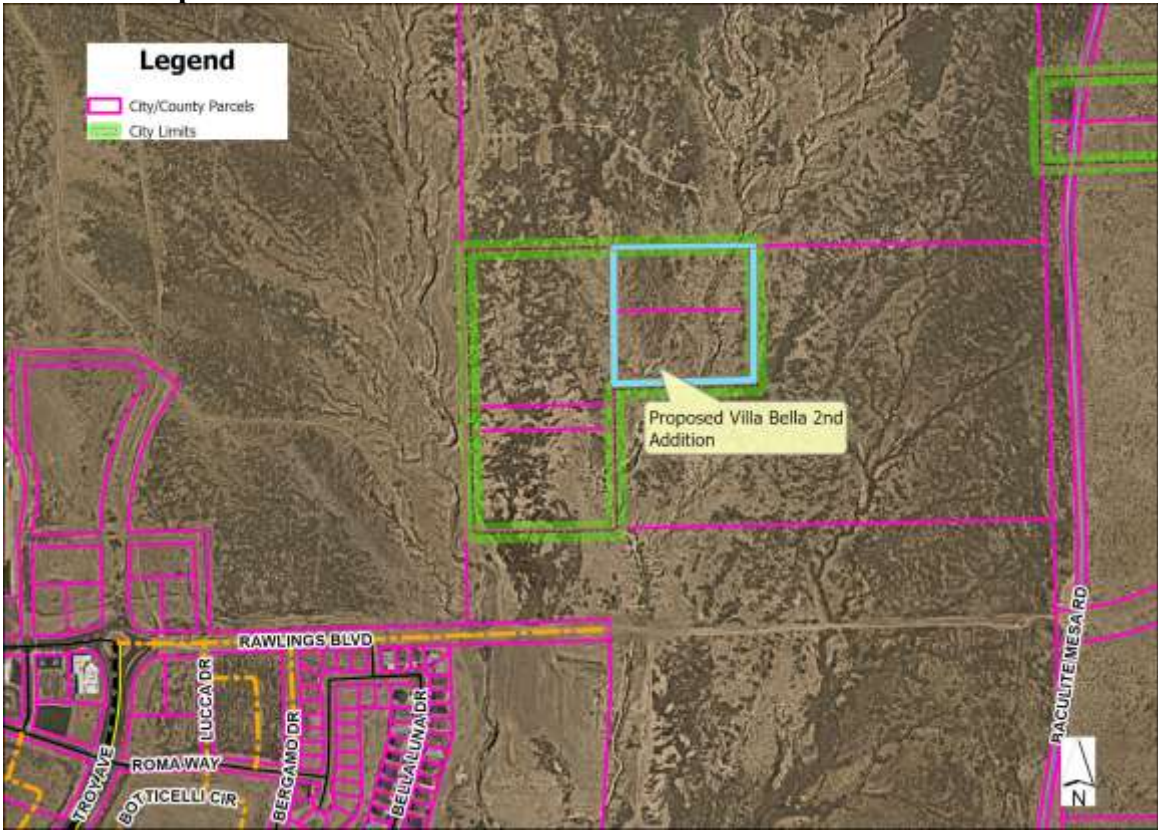
The petitioner will be required to comply with the City's Code of Ordinances for any subdivision of the property.

RECOMMENDED MOTION: If the Planning and Zoning Commission makes the necessary findings of fact, staff finds a recommendation of APPROVAL of the annexation to City Council appropriate.

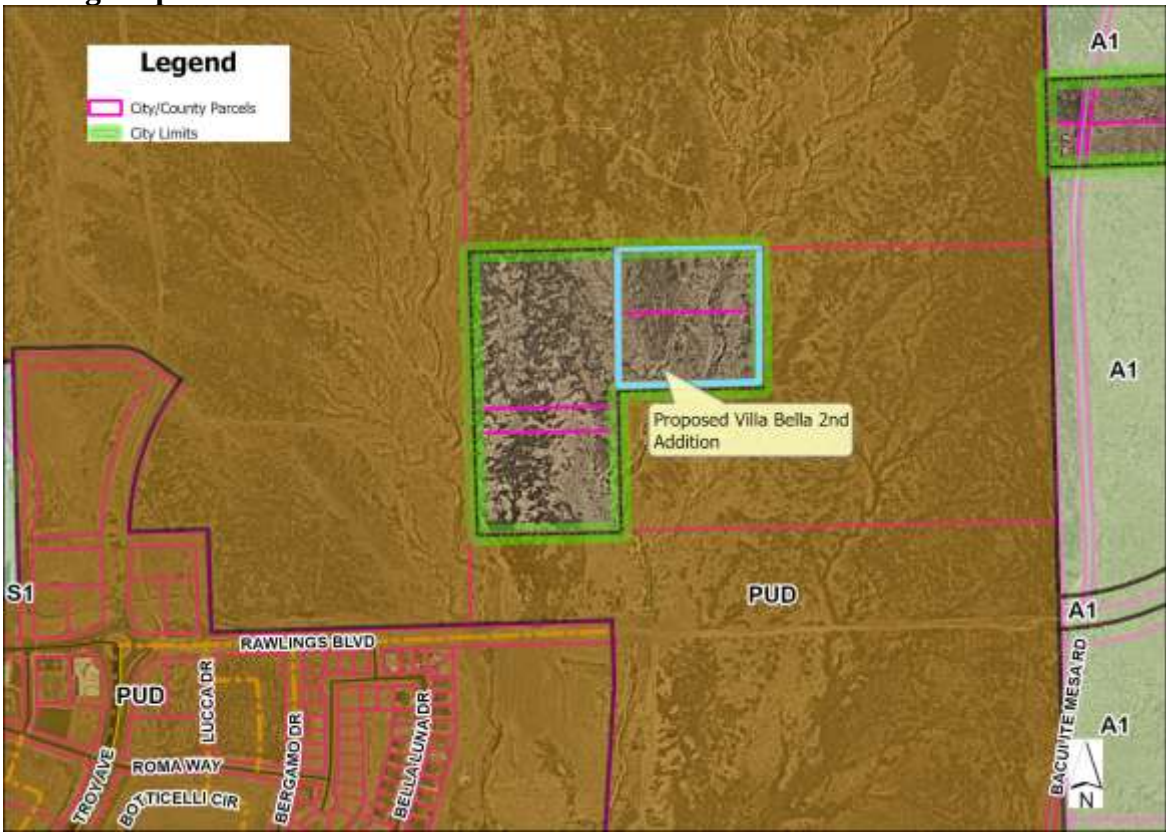
ATTACHMENTS

- A. Location Map
- B. Zoning Map
- C. Comprehensive Future Land Use Map
- D. Annexation Plat
- E. Annexation Agreement
- F. Project Narrative (Submitted by Petitioners)

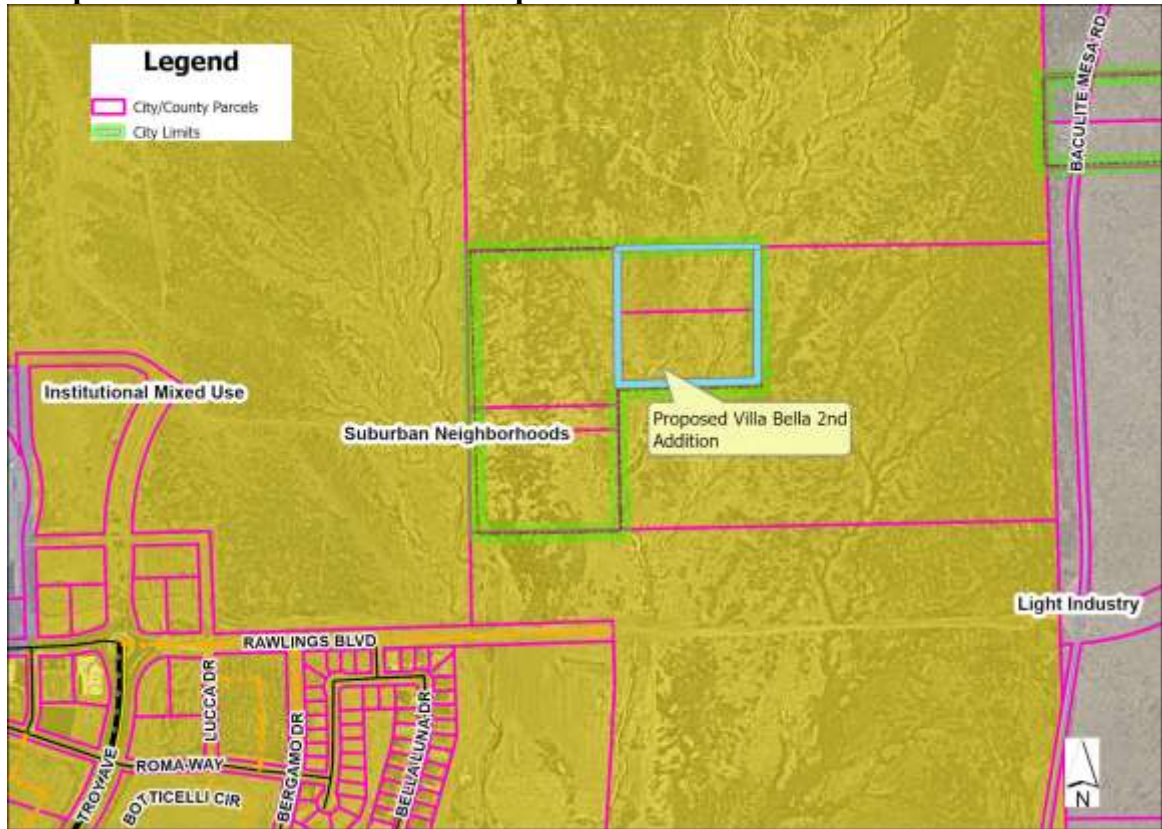
A. Location Map



B. Zoning Map



C. Comprehensive Future Land Use Map



- D. Annexation Plat**
- E. Annexation Agreement**
- F. Project Narrative (Submitted by Petitioners)**

SECOND ADDITION TO VILLA BELLA
ANNEXATION TO THE CITY OF PUEBLO

PARCEL OF LAND IN THE SW 1/4 OF NE 1/4 OF SECTION 16, T20S, R64W ,OF THE 6TH P.M.,
COUNTY OF PUEBLO, STATE OF COLORADO

CONTIGUITY CALCULATIONS

PARCEL	ACREAGE	PERIMETER	CONTIGUOUS TO PERIMETER	PERCENTAGE CONTIGUITY
A	10.094	2652.50 LF	1995.70 LF	75.23%

GENERAL NOTES

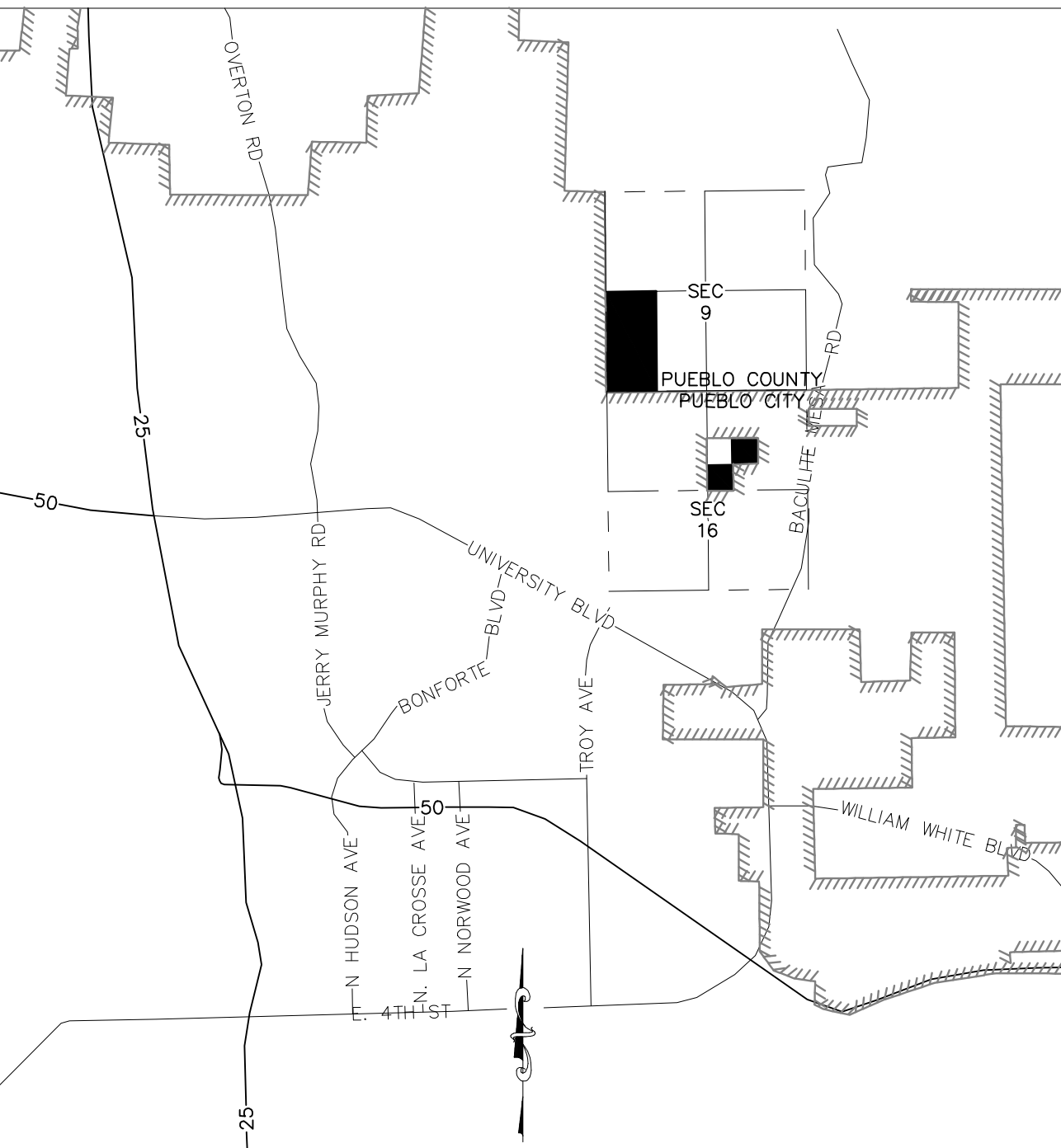
1. BASIS OF BEARINGS IS THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 8, SAID LINE IS MONUMENTED WITH A STONE IN CONCRETE WITH CROSS AT THE SECTION CORNER COMMON TO SECTIONS 8, 9, 16, AND 17 OF T20S R64W OF THE 6TH P.M. PUEBLO COUNTY, COLORADO AND WITH A 3.25" ALUMINUM CAP ON NO. 6 REBAR AT THE QUARTER CORNER COMMON TO SECTIONS 8 AND 9 T20S, R64W, PUEBLO COUNTY COLORADO. THE BEARING OF N00°50'56"E IS BASED ON STATE PLANE COORDINATES DERIVED FROM GPS OBSERVATIONS. MONUMENT DESCRIPTIONS ARE AS SHOWN HEREON.
2. THE FLOOD INSURANCE RATE MAP FOR THE AREAS SHOWN HEREON PANEL NO.(S) 08051C0504D, 08101C0510D, AND 0801C0520D WITH AN EFFECTIVE DATE OF 8/15/2019 INDICATES THE PROPERTIES DO NOT LIE WITHIN ANY DESIGNATED FLOOD HAZARD AREAS SHOWN THEREON.
3. A TITLE COMMITMENT ISSUED BY UNIFIED TITLE COMPANY LLC. FILE NO. 85658UTC DATED JUNE 8, 2022 AT 7:30 A.M. HAS BEEN REVIEWED AS IT PERTAINS TO PARCELS A.

LEGAL DESCRIPTIONS FROM TITLE COMMITMENTS

PARCEL A:
THE NORTH SIX (6) ACRES OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO.
AND: THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EXCEPTING THEREFROM THE NORTH 6 ACRES THEREOF, COUNTY OF PUEBLO, STATE OF COLORADO.

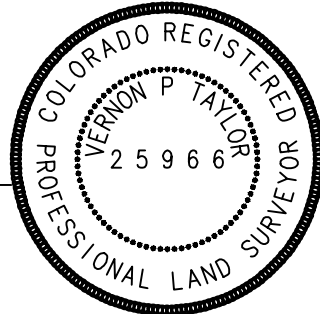
LEGEND

- PROPERTY CORNER FOUND AS DESCRIBED HEREON
- EXISTING TOWN LIMITS
- SUBJECT PROPERTY BOUNDARY
- ADJACENT PROPERTY LINES
- /// EXISTING TOWN LIMITS CONTIGUOUS



SURVEYOR CERTIFICATE

I VERNON P. TAYLOR, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT MORE THAN ONE-SIXTH (1/6) OF THE EXTERNAL BOUNDARY OF THE AREA PROPOSED TO BE ANNEXED TO THE CITY OF PUEBLO, COLORADO, IS CONTIGUOUS WITH THE BOUNDARIES OF THE ANNEXING MUNICIPALITY, AND THAT THIS ANNEXATION PLAT COMPLIES WITH THE COLORADO STATE STATUTES AND THE CITY OF PUEBLO, COLORADO CODES PERTAINING THERETO.



VERNON P. TAYLOR, COLO. PLS NO. 25966
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS

CITY COUNCIL OF PUEBLO APPROVAL

THIS ANNEXATION PLAT WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PUEBLO, COLORADO, THIS _____ DAY OF _____, 20____, A.D.

MAYOR _____ DATE _____

TOWN CLERK _____ DATE _____

CLERK AND RECORDER CERTIFICATE

STATE OF COLORADO)
COUNTY OF PUEBLO)

I HEREBY CERTIFY THAT THIS ANNEXATION PLAT WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____, 2022, A.D. AT _____ O'CLOCK ____M., AND WAS RECORDED AT RECEPTION NO. _____

PUEBLO COUNTY CLERK AND RECORDER

OWNER APPLICANT SUMMARY TABLE

PARCEL	ACREAGE	OWNER	LEGAL
A	10.094	CALEB DEVELOPMENT LLC	NE 1/4 SW 1/4 NE 1/4 SEC 16

SECOND ADDITION TO VILLA BELLA
ANNEXATION TO THECITY OF PUEBLO
JOB NO. 43-142
DATE PREPARED: 07/19/2023
DATE REVISED: 08/25/2023

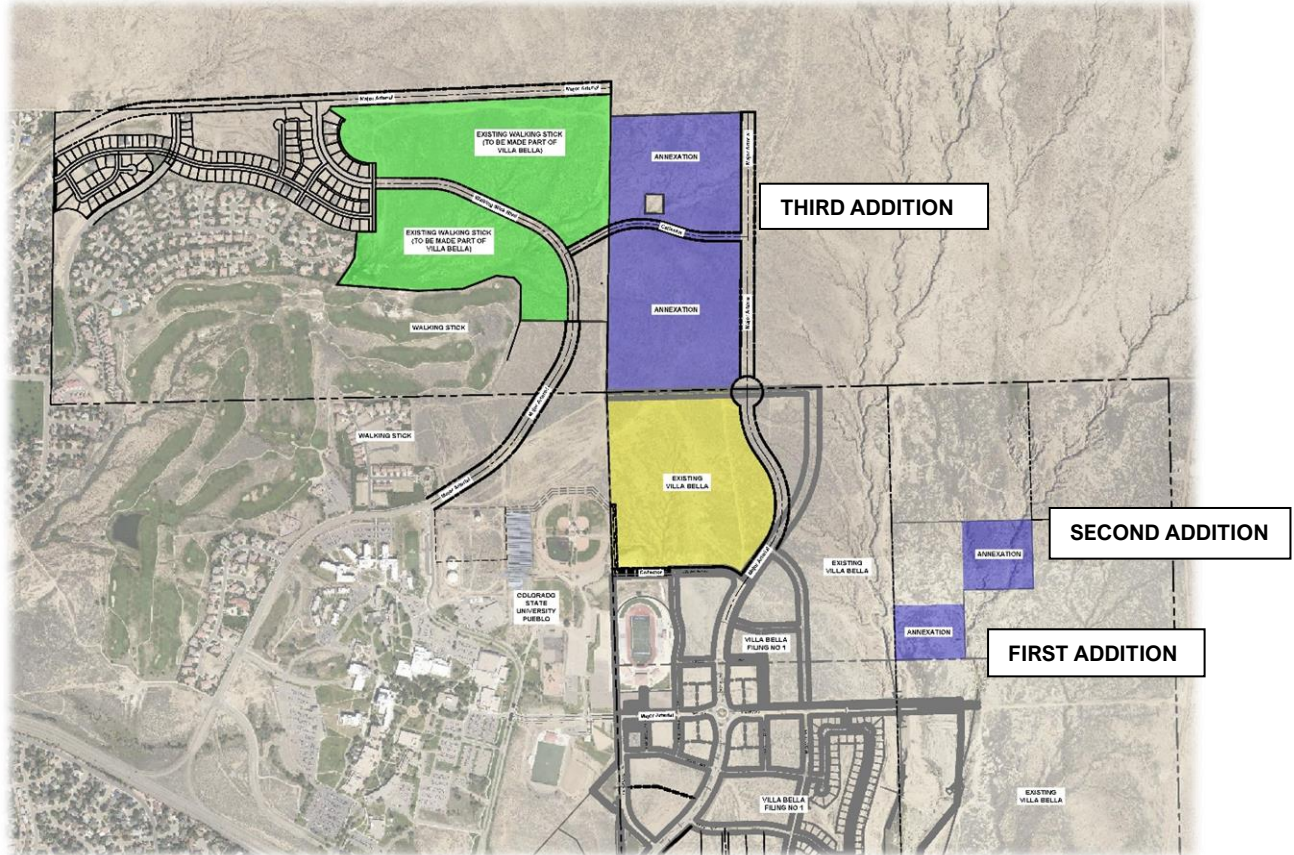


212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.953.5485

ANNEXATION IMPACT REPORT

SECOND ADDITION TO VILLA BELLA ANNEXATION OF PROPERTY TO THE CITY OF PUEBLO, COLORADO

August 31, 2023



Owner/ Developer:

Caleb Development LLC / Lorson North Land Corp
212 N Wahsatch, Suite 301
Colorado Springs, CO 80903

Planners/ Civil Engineer:

Matrix Design Group, Inc.
2435 Research Parkway, Suite 300
Colorado Springs, CO 80920

INTRODUCTION

Eagle Development/ Caleb Development/ Lorson North Land Corp is proposing to annex a total of approximately 97.749 acres into the City of Pueblo and proposes a future zone of Planned Unit Development (PUD) for residential uses. The First Addition is 8.018 acres, the Second Addition is 10.094 acres, and the Third Addition is 79.637 acres. The properties are located to the north and east of the Rawlings Boulevard and Troy Avenue intersection and are directly adjacent to existing Villa Bella and Walking Stick development.

CURRENT ZONING

The subject properties are currently zoned Agricultural One (A1, Pueblo County); however, are surrounded by and/or adjacent to City of Pueblo land. The future PUD zoning will permit residential lots of varying sizes and will be part of the larger Villa Bella development, tentatively named Villa Bella North.

EXISTING AND PROPOSED LAND USE PATTERN IN THE AREA TO BE ANNEXED

The current land use is Vacant. There are no known structures found on site.

The proposed land use will permit residential and open space uses. The proposed land uses remain consistent with the surrounding properties. The Future Land Use Map currently shows the Second Addition site to be developed with Suburban Neighborhoods.

IMPACTS

Annexation into the City of Pueblo has benefits for both the current residents and the annexed property. Current residents get a say in the new development that could come with that annexation. The new property then has access to (and helps fund) City services such as roads, utilities, water, parks, trails, recreation and more.

The majority of impact to surrounding properties will likely be traffic related. The traffic impacts and mitigation recommendation will be further studied with a Traffic Impact Analysis during future plan submittals.

ANNEXATION IMPACT REPORT REQUIREMENTS

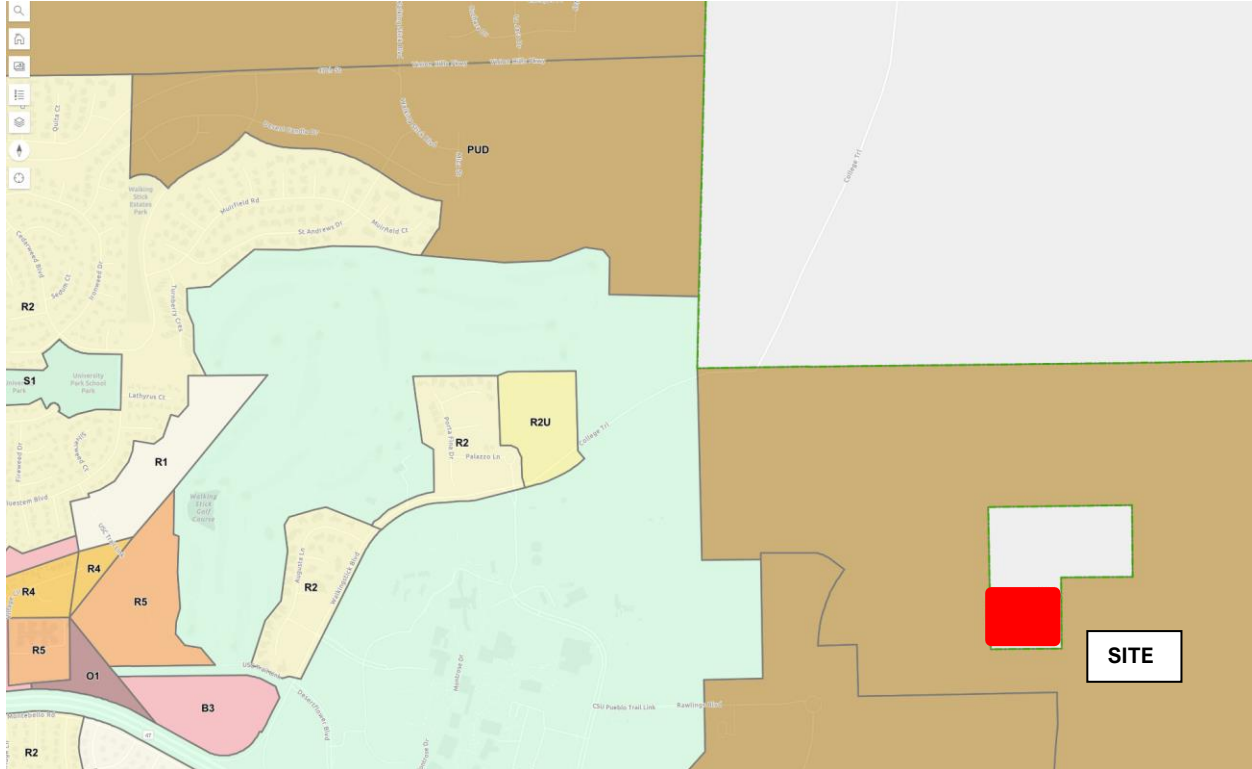
(CRS Title 31-12-108.5)

The municipality shall prepare an impact report concerning any proposed annexation at least twenty-five days before the date of the hearing. Such report shall not be required for annexations of ten acres or fewer in total area or when the municipality and the Board of County Commissioners governing the area proposed to be annexed agree that the report may be waived. Such report shall include as a minimum a map or maps of the municipality and adjacent territory to show the following information:

- a) *The present and proposed boundaries of the municipality in the vicinity of the proposed annexation; See annexation map included with submittal.*

- b) *the present streets, major trunk water mains, sewer interceptors and outfalls, other utility lines and ditches, and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation; See annexation map included with submittal.*
- c) *the existing and proposed land use patterns in the areas to be annexed; See below.*
- d) *a copy of any draft or final pre-annexation agreement, if available;*
- e) *a statement setting forth the plans of the municipality for extending to or otherwise providing for, within the area to be annexed, municipal services performed by or on behalf of the municipality at the time of annexation;*
- f) *a statement setting forth the method under which the municipality plans to finance the extension of the municipal services into the area to be annexed;*
- g) *a statement identifying existing districts within the area to be annexed; and*
- h) *a statement on the effect of annexation upon local public school district systems, including the estimated number of students generated and the capital construction required to educate such students.*

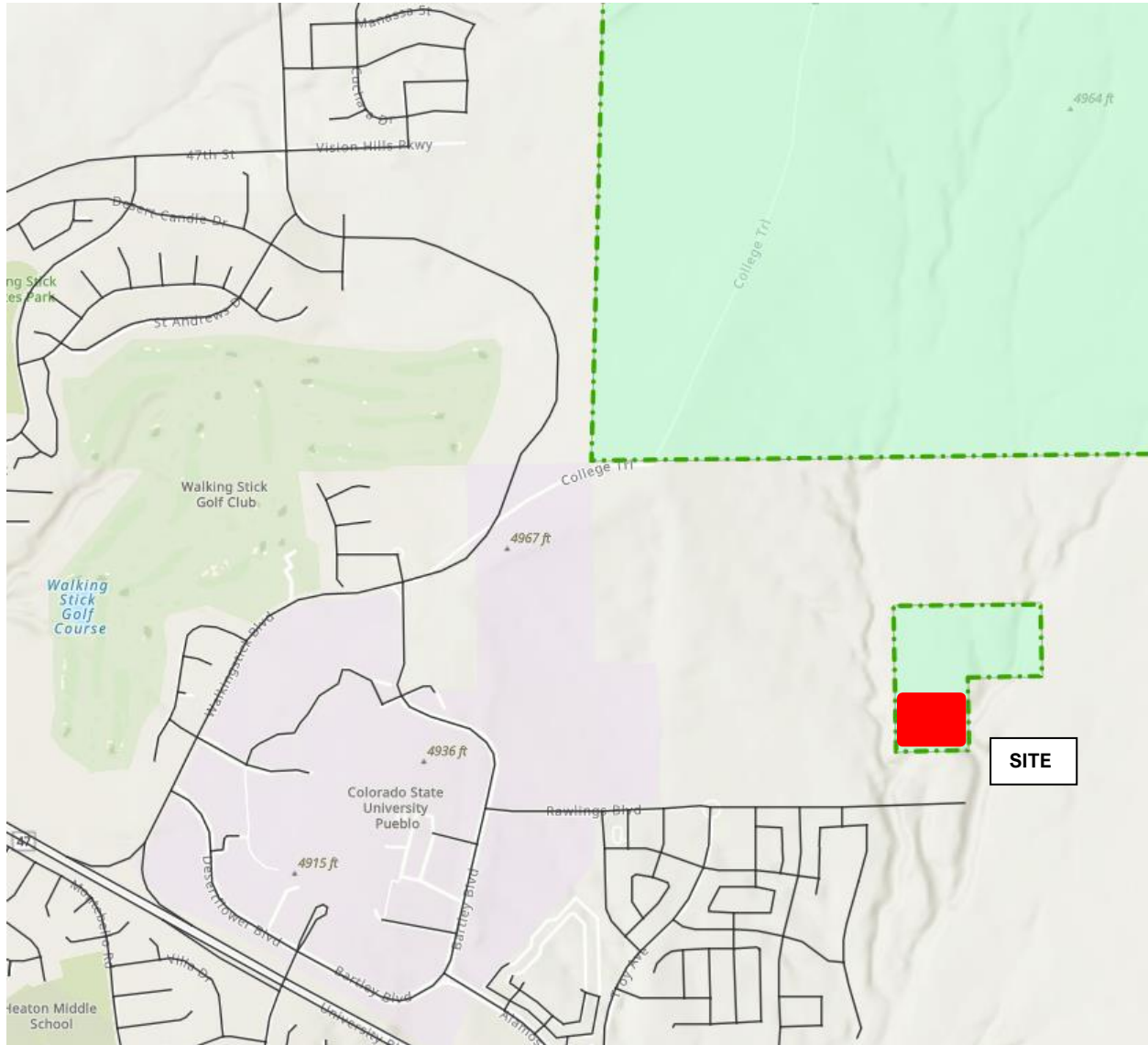
ZONING



The map displays the following features:

- Neighborhoods:** Suburban Neighborhoods, Walking Stick Estates, Cornflower CT, Augusta, Bonforte, and others.
- Landmarks:** Walking Stick Golf Club, Colorado State University, Fort Collins Zoo, and various parks.
- Roads:** Highway 26, Highway 71, and numerous local streets like El Prado Blvd, Bonforte Blvd, and others.
- Water Bodies:** The Colorado River and various smaller water features.
- Site Location:** A red square on the right side of the map, labeled 'SITE' in a black box.

CITY OF PUEBLO BOUNDARY





Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 10, 2025

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 ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE THIRD ADDITION TO VILLA BELLA ANNEXATION TO THE CITY OF PUEBLO DESCRIBED AS 79.637-ACRES OF LAND LOCATED NORTHEAST OF THE INTERSECTION OF TROY AVENUE AND RAWLINGS BOULEVARD AND ADJACENT TO THE WALKING STICK VISTA DEVELOPMENT

SUMMARY:

The petitioners Caleb Development, LLC and Lorson North Land Corporation, are requesting to annex the property containing 79.637-acres into the City of Pueblo commonly known as the Villa Bella Third Addition Annexation to the City of Pueblo.

PREVIOUS COUNCIL ACTION:

On October 28, 2024 City Council approved a Resolution No. 15805 preliminarily determining that the petition for annexation of the area commonly known as the Villa Bella Third Addition Annexation is valid under the provisions of Colorado Revised Statutes Section 31-12-107(1).

On February 24, 2025 City Council approved a Resolution No. 15919 extending the timeframe for the review of the annexation petitions for Villa Bella Third Addition Annexation for an additional 180 days.

BACKGROUND:

The 79.637-acre Villa Bella Third Addition Annexation is located to the northeast of the intersection of Troy Avenue and Rawlings Boulevard and adjacent to the Walking Stick Vista development. The petitioners intend to develop the proposed annexation area in tandem with the nearby City-zoned area as part of the growing Villa Bella suburban neighborhood. There are two concurrent annexation requests for other Villa Bella additions, but the Petitioners were required to process them separately as the three addition areas are not contingent with each other.

The property is currently identified within the Suburban Residential future land categories in the 2022 Pueblo Regional Comprehensive Plan Future Land Map. Suburban neighborhood developments are defined by large, single-family residential lots with an overall density between 2 to 5 dwelling units per acre. The applicant is proposing to zone the property as part of the Residences at Villa Bella PUD. The proposed annexation site is currently zoned Pueblo County A-1, Agricultural Zone District. The property located north and south of the proposed annexation area is currently undeveloped within unincorporated Pueblo County. The property to the south is undeveloped within the City and part of the Villa Bella PUD. The property to the west is within the City and part of the Walking Stick PUD. The Petitioners are intending to incorporate this undeveloped area into their planned PUD development, so infrastructure and roadways will be integrated into this City-zoned project rather than leaving a County-zoned gap of land surrounded by a new suburban development. An impact report required under Colorado Revised Statutes has been filed with all taxing entities for this annexation petition since the property is less than 10 acres.

FINANCIAL IMPLICATIONS:

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

BOARD/COMMISSION RECOMMENDATION:

The City Planning and Zoning Commission reviewed the annexation at the December 11, 2024, Regular Meeting. A motion to approve the proposed annexation was made by Commissioner Bailey and seconded by Commissioner Spinuzzi to recommend approval of the proposed annexation petition. Motion passed 5-0, Commissioners Pasternak and Maestri absent.

STAKEHOLDER PROCESS:

An Annexation Impact Report has been filed with the taxing entities in which the property proposed for annexation is within their boundaries as required by Colorado Revised Statutes.

ALTERNATIVES:

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

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

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Annexing-3rd Addition Villa Bella Attachments

ORDINANCE NO.

AN ORDINANCE ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE THIRD ADDITION TO VILLA BELLA ANNEXATION TO THE CITY OF PUEBLO DESCRIBED AS 79.637-ACRES OF LAND LOCATED NORTHEAST OF THE INTERSECTION OF TROY AVENUE AND RAWLINGS BOULEVARD AND ADJACENT TO THE WALKING STICK VISTA DEVELOPMENT

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

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

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

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

SECTION 1.

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

ANNEXATION:

PARCEL A: ALL OF MANHATTAN PARK, INCLUDING VACATED ALLEYS AND STREETS, ACCORDING TO THE RECORDED PLAT THEREOF, FILED FOR RECORD APRIL 11, 1889 AT RECEPTION NO. 32464; EXCEPT LOTS 41 TO 46, INCLUSIVE, IN BLOCK 7, TOGETHER WITH THAT PORTION OF 1/2 OF VACATED CATARACT AVENUE ADJOINING SAID LOTS AND WITH 1/2 OF VACATED HAWTHORNE STREET ADJOINING LOT 46 AND 1/2 OF VACATED ALLEY ADJOINING SAID LOTS BETWEEN VACATED CATARACT AVENUE AND VACATED MOUNTAIN VIEW AND VACATED HAWTHORN STREET AND VACATED WALNUT STREET AND EXCEPT ANY PORTION THEREOF LYING WITHIN COUNTY ROAD 3502 AS SHOWN ON THE PUEBLO COUNTY ASSESSOR'S MAP CROSSING THE SUBJECT PROPERTY, COUNTY OF PUEBLO, STATE OF COLORADO.

CONTAINING A NET AREA OF 79.637 ACRES.

LEGAL DESCRIPTION PROPOSED CITY LIMIT

BEGINNING AT THE QUARTER CORNER COMMON TO SECTIONS 8 AND 9, T20S, R64W OF THE SIXTH P.M. SAID POINT BEING THE POINT OF BEGINNING (POB). THENCE N88°16'59"E A DISTANCE OF 1312.80 FEET TO THE W 1/16TH CORNER OF

SECTION 9;
THENCE S00°12'48"W A DISTANCE OF 2642.09 FEET TO THE W 1/16TH CORNER
COMMON TO SECTIONS 9 AND 16, T20S, R64W, OF THE SIXTH P.M. AND THE POINT OF
TERMINUS (POT).

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.

SECTION 2.

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

SECTION 3.

The Annexation Agreement in the form and content presented to the City Council at this
meeting is hereby authorized and approved. The President of the City Council is hereby
directed and authorized to execute and deliver the Annexation Agreement in the name of the
City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 4.

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

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

SECTION 8.

This Ordinance shall become effective immediately upon final passage and the annexation shall be effective for ad valorem tax purposes on and after January 1, 2026.

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

THIRD ADDITION TO VILLA BELLA
ANNEXATION TO THE CITY OF PUEBLO

PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 9, T20S, R64W ,OF THE 6TH P.M.,
COUNTY OF PUEBLO, STATE OF COLORADO

CONTIGUITY CALCULATIONS

PARCEL	ACREAGE	PERIMETER	CONTIGUOUS TO PERIMETER	PERCENTAGE CONTIGUITY
A	79.637	7932.78 LF	3977.89 LF	50.14%

GENERAL NOTES

- BASIS OF BEARINGS IS THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 8, SAID LINE IS MONUMENTED WITH A STONE IN CONCRETE WITH CROSS AT THE SECTION CORNER COMMON TO SECTIONS 8, 9, 16, AND 17 OF T20S R64W OF THE 6TH P.M. PUEBLO COUNTY, COLORADO AND WITH A 3.25" ALUMINUM CAP ON NO. 6 REBAR AT THE QUARTER CORNER COMMON TO SECTIONS 8 AND 9 T20S, R64W, PUEBLO COUNTY COLORADO. THE BEARING OF N00°50'56"E IS BASED ON STATE PLANE COORDINATES DERIVED FROM GPS OBSERVATIONS. MONUMENT DESCRIPTIONS ARE AS SHOWN HEREON.
- THE FLOOD INSURANCE RATE MAP FOR THE AREAS SHOWN HEREON PANEL NO.(S) 08051C0504D, 08101C0510D, AND 0801C0520D WITH AN EFFECTIVE DATE OF 8/15/2019 INDICATES THE PROPERTIES DO NOT LIE WITHIN ANY DESIGNATED FLOOD HAZARD AREAS SHOWN THEREON.
- A TITLE COMMITMENT ISSUED BY CAPSTONE TITLE, AGENT FOR ATTORNEYS' TITLE GUARANTY FUND, INC. COMMITMENT NO. 211571 DATED MAY 24, 2021 AT 8:00 A.M. HAS BEEN REVIEWED AS IT PERTAINS TO PARCEL A.

LEGAL DESCRIPTIONS FROM TITLE COMMITMENTS

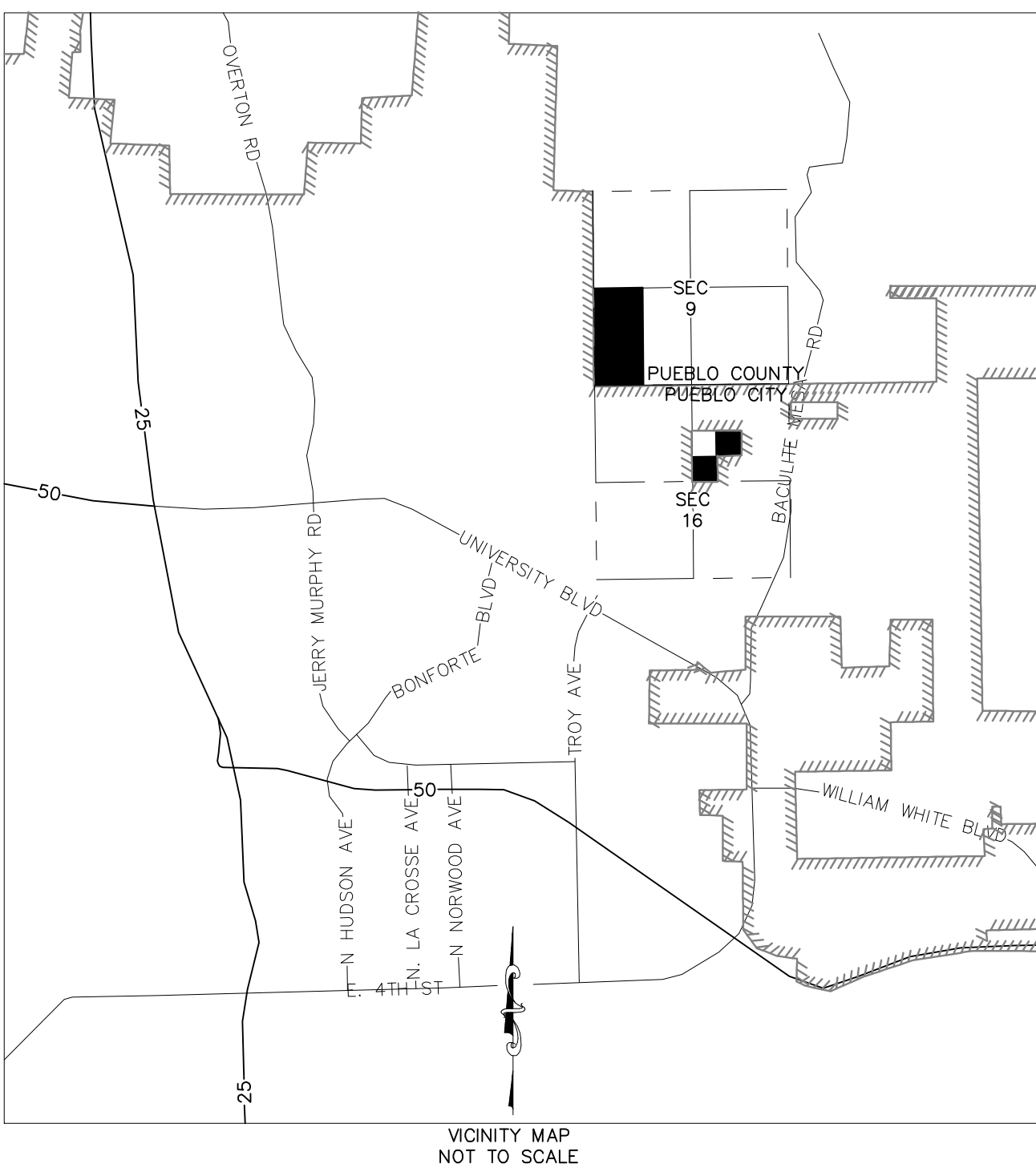
PARCEL A: ALL OF MANHATTAN PARK, INCLUDING VACATED ALLEYS AND STREETS, ACCORDING TO THE RECORDED PLAT THEREOF, FILED FOR RECORD APRIL 11, 1889 AT RECEPTION NO. 32464; EXCEPT LOTS 41 TO 46, INCLUSIVE, IN BLOCK 7, TOGETHER WITH THAT PORTION OF 1/2 OF VACATED CATARACT AVENUE ADJOINING SAID LOTS AND WITH 1/2 OF VACATED HAWTHORNE STREET ADJOINING LOT 46 AND 1/2 OF VACATED ALLEY ADJOINING SAID LOTS BETWEEN VACATED CATARACT AVENUE AND VACATED MOUNTAIN VIEW AND VACATED HAWTHORN STREET AND VACATED WALNUT STREET AND EXCEPT ANY PORTION THEREOF LYING WITHIN COUNTY ROAD 3502 AS SHOWN ON THE PUEBLO COUNTY ASSESSOR'S MAP CROSSING THE SUBJECT PROPERTY,COUNTY OF PUEBLO, STATE OF COLORADO.

LEGAL DESCRIPTION PROPOSED CITY LIMIT

BEGINNING AT THE QUARTER CORNER COMMON TO SECTIONS 8 AND 9, T20S, R64W OF THE 6TH P.M. SAID POINT BEING THE POINT OF BEGINNING (POB).
THENCE N88°16'59"E A DISTANCE OF 1312.80 FEET TO THE W 1/16TH CORNER OF SECTION 9;
THENCE S00°12'48"W A DISTANCE OF 2642.09 FEET TO THE W 1/16TH CORNER COMMON TO SECTIONS 9 AND 16, T20S, R64W, OF THE SIXTH P.M. AND THE POINT OF TERMINUS (POT).

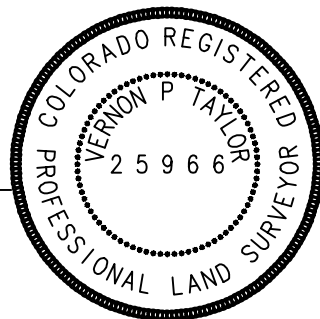
LEGEND

- PROPERTY CORNER FOUND AS DESCRIBED HEREON
- EXISTING TOWN LIMITS
- SUBJECT PROPERTY BOUNDARY
- ADJACENT PROPERTY LINES
- EXISTING CITY/COUNTY LIMITS
- PROPOSED CITY LIMITS



SURVEYOR CERTIFICATE

I VERNON P. TAYLOR, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT MORE THAN ONE-SIXTH (1/6) OF THE EXTERNAL BOUNDARY OF THE AREA PROPOSED TO BE ANNEXED TO THE CITY OF PUEBLO, COLORADO, IS CONTIGUOUS WITH THE BOUNDARIES OF THE ANNEXING MUNICIPALITY, AND THAT THIS ANNEXATION PLAT COMPLIES WITH THE COLORADO STATE STATUTES AND THE CITY OF PUEBLO, COLORADO CODES PERTAINING THERETO.



VERNON P. TAYLOR, COLO. PLS NO. 25966
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS

CITY COUNCIL OF PUEBLO APPROVAL

THIS ANNEXATION PLAT WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PUEBLO, COLORADO, THIS _____ DAY OF _____, 20____, A.D.

MAYOR _____ DATE _____
TOWN CLERK _____ DATE _____

CLERK AND RECORDER CERTIFICATE

STATE OF COLORADO)
COUNTY OF PUEBLO)

I HEREBY CERTIFY THAT THIS ANNEXATION PLAT WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____, 2022, A.D. AT _____ O'CLOCK ____M., AND WAS RECORDED AT RECEPTION NO. _____

PUEBLO COUNTY CLERK AND RECORDER

OWNER APPLICANT SUMMARY TABLE

PARCEL	ACREAGE	OWNER	LEGAL
A	79.637	EAGLE DEVELOPMENT CO.	W 1/2 SW 1/4 SEC 9 EXCEPT SERRACINO PARCEL

THIRD ADDITION TO VILLA BELLA
ANNEXATION TO THE CITY OF PUEBLO
JOB NO. 43-142
DATE PREPARED: 07/19/2023
DATE REVISED: 08/25/2023
DATE REVISED: 11/15/2023



212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.953.5485

ANNEXATION AGREEMENT

CASE NO. A-23-06 3RD ADDITION VILLA BELLA ANNEXATION

This Annexation Agreement is made effective as of _____ 2025, by and between the City of Pueblo, a Colorado Municipal Corporation, (the “City”), for the use and benefit of, Eagle Development Company, a Colorado corporation (the “Petitioner”), WITNESSETH

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

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

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

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

I. REPRESENTATION AND WARRANTIES OF PETITIONER

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

- (1) Petitioner has good and marketable fee simple title to the Property subject only to Permitted Encumbrances attached hereto as Exhibit “B” is incorporated herein by reference.
- (2) Petitioner is authorized to and has taken all action required by it (a) to annex the Property to the City and (b) to execute, deliver and perform its obligations under this Annexation Agreement, and (c) to carry out and consummate all of its transactions contemplated by this Annexation Agreement.
- (3) This Annexation Agreement when executed and delivered, constitutes a valid and legally binding obligation of the Petitioner enforceable against Petitioner according to its terms. The document entitled “Special Improvements and Dedications” marked and attached as Exhibit “C” is incorporated herein by reference. In the event of a conflict between the terms and conditions of Exhibit C and this Agreement, the terms and conditions contained in Exhibit “C” shall control.
- (4) Neither the execution and delivery of this Annexation Agreement nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions or any restriction or any agreement or instrument to which the Petitioner is bound or constitutes a default under any of the foregoing.

(5) There is no litigation pending, or to the knowledge of Petitioner threatened, against the Petitioner or any person affecting the right of the Petitioner to execute and comply with this Annexation Agreement.

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

II. ZONING AND SUBDIVISION

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

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

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

III. PUBLIC FACILITIES

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

IV. UTILITIES

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

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

V. COMPLIANCE WITH ORDINANCES

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

VI. BINDING EFFECT

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

VII. AMENDMENTS

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

VIII. SEVERABILITY

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

IX. VESTED RIGHTS

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

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

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

X. BUILDING PERMITS

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

XI. DISCONNECTION

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

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

XII. CONTRACTUAL NATURE OF ANNEXATION AGREEMENT

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

XIII. SPECIAL IMPROVEMENTS AND DEDICATIONS

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

Agreement.

XIV. MISCELLANEOUS

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

- (a) if to the City: Mayor, City of Pueblo
1 City Hall Place, Pueblo, CO 81003
- (b) copy to: City Attorney
1 City Hall Place, Pueblo, CO 81003
- (c) if to the Petitioner: Jeff Mark, Authorized Signing Agent
Eagle Development Company
212 N. Wahsatch Avenue, Ste 301,
Colorado Springs, CO 80903-3476

Jeff Mark, Vice President
Lorson North Land Corporation, a Colorado Corporation
212 N. Wahsatch Avenue, Ste 301,
Colorado Springs, CO 80903
- (d) copies to: Vern Taylor
M&S Civil Consultants, Inc
212 N. Wahsatch Ave, Suite 305
Colorado Springs, CO 80903

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

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

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

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

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

(6) Liability of City. This Agreement is not as and shall not be interpreted as a waiver of the rights and protections given to the City by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq. In addition, in no event shall City, its officers, agents or employees be liable to Petitioner for damages, including without limitation, compensatory, punitive, indirect, special or consequential damages, resulting from or arising out of or related to this Agreement or the performance or breach thereof by City or the failure or delay of City in the performance of any covenant or provision under this Agreement on its part to be performed. In consideration of City entering into this Agreement, Petitioner hereby waives and discharges City, its officers, agents and employees from all claims for any and all such damages. No breach, default, delay or failure of City under this Agreement shall be or be construed to be a waiver, discharge or release of Petitioner's obligations under this Agreement. In the event of a breach of this Agreement by the City, Petitioner's sole and exclusive remedy shall be to bring an equitable action for specific performance in the District Court of Pueblo County, Colorado. Such violations may be restrained, or such obligations enforced by injunction at the instance and request of Petitioner without the showing of any special damages or an inadequate remedy at law.

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

CITY OF PUEBLO, COLORADO
a Colorado Municipal Corporation

[S E A L]

By _____
Heather Graham, Mayor

Attest: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

PETITIONERS:

Caleb Development, LLC, a Colorado
limited liability company

Jeff Mark, Authorized Signing Agent

Eagle Development Company, a Colorado
corporation

Jeff Mark, Vice President

Lorson North Land Corporation, a Colorado
Corporation

Jeff Mark, Vice
President

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by
Heather Graham as Mayor of the City of Pueblo and Marisa Stoller as City Clerk of Pueblo, a
Colorado Municipal Corporation.

Witness my hand and official seal.

My commission expires: _____

[S E A L]

Notary Public

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024,
by Jeff Mark, Vice President of Eagle Development Company, .

Witness my hand and official seal.

My commission expires: _____

[S E A L]

Notary Public

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024,
by Jeff Mark, Caleb Development, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

[S E A L]

Notary Public

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by
Jeff Mark, Vice President of Lorson North Land Corporation, a Colorado Corporation.

Witness my hand and official seal.

My commission expires: _____

[S E A L]

Notary Public

Exhibit A

AREA TO BE ANNEXED

A parcel of land located in ALL OF MANHATTAN PARK, INCLUDING VACATED ALLEYS AND STREETS, ACCORDING TO THE RECORDED PLAT THEREOF, FILED FOR RECORD APRIL 11, 1889 AT RECEPTION NO. 32464; EXCEPT LOTS 41 TO 46, INCLUSIVE, IN BLOCK 7, TOGETHER WITH THAT PORTION OF 1/2 OF VACATED CATARACT AVENUE ADJOINING SAID LOTS AND WITH 1/2 OF VACATED HAWTHORNE STREET ADJOINING LOT 46 AND 1/2 OF VACATED ALLEY ADJOINING SAID LOTS BETWEEN VACATED CATARACT AVENUE AND VACATED MOUNTAIN VIEW AND VACATED HAWTHORN STREET AND VACATED WALNUT STREET AND EXCEPT ANY PORTION THEREOF LYING WITHIN COUNTY ROAD 3502 AS SHOWN ON THE PUEBLO COUNTY ASSESSOR'S MAP CROSSING THE SUBJECT PROPERTY, COUNTY OF PUEBLO, STATE OF COLORADO.

CONTAINING A NET AREA OF 79.637 ACRES.

PROPOSED NEW CITY LIMITS LINE:

BEGINNING AT THE QUARTER CORNER COMMON TO SECTIONS 8 AND 9, T20S, R64W OF THE SIXTH P.M. SAID POINT BEING THE POINT OF BEGINNING (POB).
THENCE N88°16'59"E A DISTANCE OF 1312.80 FEET TO THE W 1/16TH CORNER OF SECTION 9;
THENCE S00°12'48"W A DISTANCE OF 2642.09 FEET TO THE W 1/16TH CORNER COMMON TO SECTIONS 9 AND 16, T20S, R64W, OF THE SIXTH P.M. AND THE POINT OF TERMINUS (POT).

CERTIFICATION OF PERIMETER:

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

EXHIBIT B

(none)

EXHIBIT C

SPECIAL IMPROVEMENTS AND DEDICATIONS

VILLA BELLA NORTH FIRST ADDITION ANNEXATION (A-23-04) ANNEXATION AGREEMENT

1. Off-Site Roadways

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

2. Access to Property

The primary accesses to the Property, shown on the attached Exhibit C-1, will be from Troy Ave, and a future roadway connecting from Walkingstick Boulevard. Troy Avenue is classified as a Principal Arterial roadway with a one-hundred twenty (120') foot right-of-way. The classification of the future roadway will be determined by a traffic study completed, at the sole expense of the Petition, by a licensed traffic engineer within the state of Colorado. The traffic study shall be approved by the Director of Public Works. The alignments of the roadways shall comply with the General Provisions for Roadway Classification Design Standards (November 2004) and Policies and the City's Standard Construction and Standard Details (Revised: March 28, 2005) or as same may be hereafter amended and in accordance with construction plans, all which shall be approved by the Director of Public Works. If not previously done, the Petitioner, at its sole cost, shall dedicate by recorded plat or convey by general warranty deed the necessary right-of-way in an alignment that is acceptable to the Director of Public Works.

3. Secondary Access to the Property

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

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

4. Sanitary Sewer

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

sanitary sewer lines.

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

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

5. Off-Site Roadway and Sanitary Sewer Right-of-Way Acquisition

If not already dedicated to the public or deeded to the City, it will be the Petitioner's responsibility, at its sole cost and expense, to dedicate to the public or deed to the City, by recorded plat or warranty deed any off-site sanitary sewer rights-of-way to connect from a point on the City's existing sanitary sewer system or off-site roadway rights-of-way to comply with primary roadway and secondary access requirements in widths and alignments acceptable to the Director of Public Works and any required rights-of-way for stormwater flow and/or detention/retention facilities.

If Petitioner, after good faith efforts, is not able to acquire from the property owners off-site sanitary sewer, off-site roadway rights-of-way and/or stormwater rights-of-way in alignments acceptable to the City, the City will, to the extent legally authorized, exercise its power of eminent domain to acquire the off-site sanitary sewer and/or off-site roadway rights-of-way or Petitioner may utilize its metropolitan district's power of eminent domain. Petitioner shall be responsible

for and shall pay all compensation for the land taken; damages, if any, to the residue of the owner's property, relocation assistance and costs, if any, and all other costs and expenses of condemnation, including, without limitation, appraisals, title insurance, engineering, expert witness, and attorney costs and fees ("Condemnation Costs"). Petitioner shall within ten (10) days, after request by the City, deposit with the City an estimate of Condemnation Costs as determined by the City Attorney before the City will commence condemnation proceedings. Petitioner shall pay the balance of the Condemnation Costs within ten (10) days after request therefor. If Petitioner fails to exercise good faith in acquiring the off-site sanitary sewer, or off-site roadway rights-of-way and/or off-site stormwater rights-of-way or fails to timely pay the estimate of Condemnation Costs or the balance of Condemnation Costs, City may refuse to approve the issuance of building permits to construct structures or buildings within the Property.

6. Stormwater

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

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

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

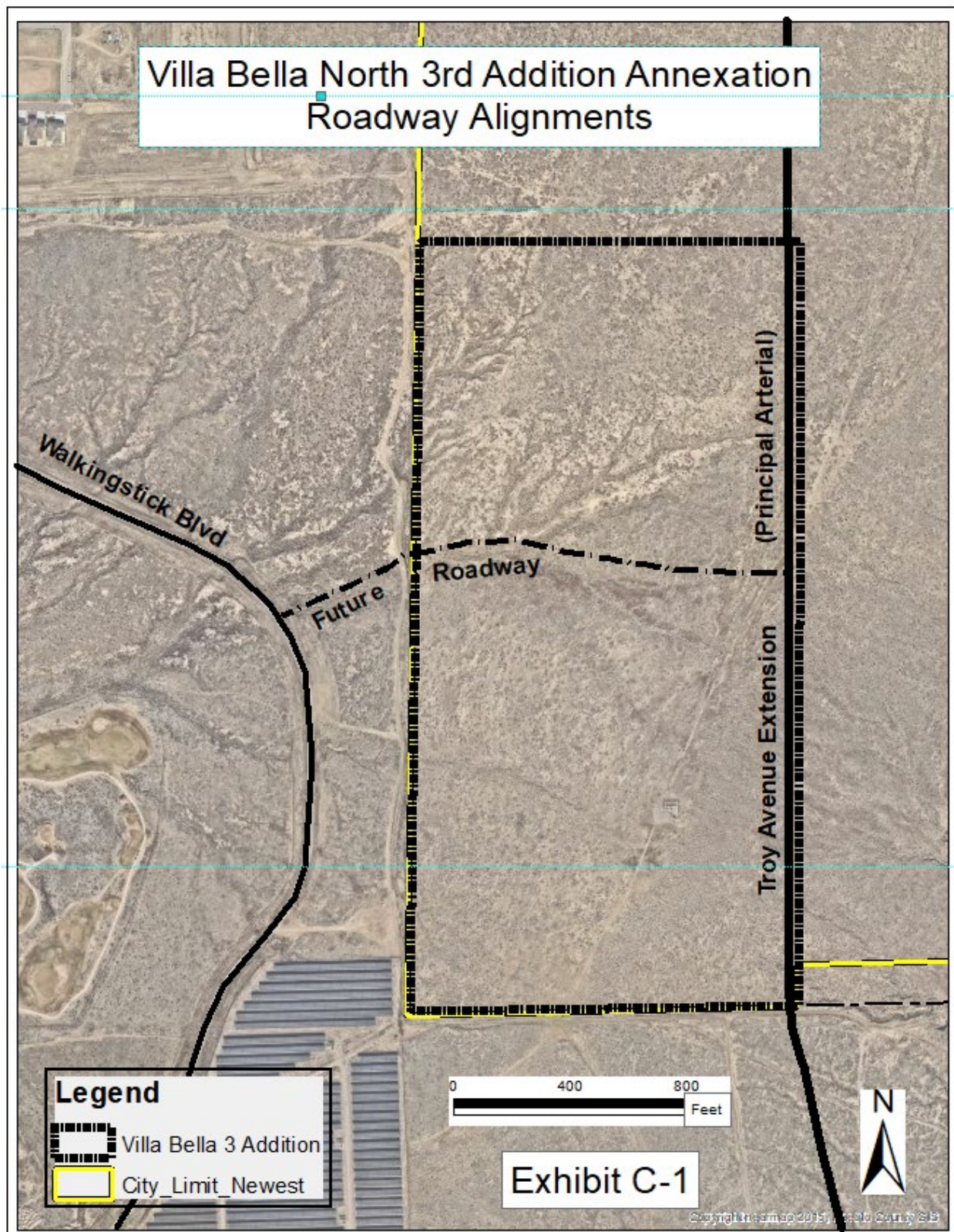
7. Public Safety Fee

To fund the cost and expenses of providing funding for public safety for the police and fire departments related to the developing the Property, Petitioner and any subsequent owner of all or any part of the Property shall, as a condition of approval of the annexation, and as a condition of issuing a building permit for the construction within the Property, pay a Public Safety Fee calculated by the square foot of floor space for each existing building and new building to be constructed on the Property ("Fee") based on the following fee schedule:

Residential Building Permits	55.3 cents per square foot of floor space
Commercial Building Permits	15.9 cents per square foot of floor space
Industrial Building Permits	1.5 cent per square foot of floor space

The Fee for existing buildings shall be paid to the City within ten days after the annexation ordinance is approved by City Council. The Fee for any new building construction shall be paid to the City when a building permit is issued for each new building. The Fee shall be deposited by the City in an interest bearing escrow account identified as the "Public Safety Account." Funds deposited into the Public Safety Account shall be used solely to pay for the cost of operation, administration, maintenance, repair, improvement, renewal, replacement and construction of new public safety areas of the city and related costs.

An annual cumulative rate adjustment will be made based on the Consumer Price Index (CPI-U) for the Denver, Colorado MSA for the period of time between approval of the annexation and development. The adjustment shall be the percent change in the CPI for the calendar year ending December 31st of each year.



MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday January 8th, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:38 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Regina Maestri, Christopher Pasternak, Alexandra Aznar, Lisa Bailey, and 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; Mikaylin Hackley, Planner; Hannah Prinzi, Planner

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to approve the agenda as amended, seconded by Maestri.

Motion Passed: 7-0

Public Meeting:

3. A-23-06 Villa Bella (3rd Addition)

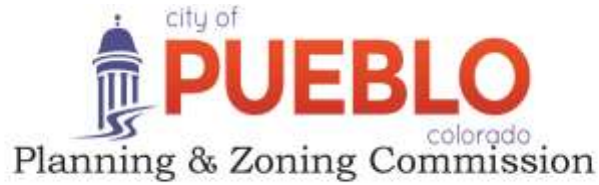
Commission Action: Bailey motioned to recommend the annexation application be forwarded to City Council for approval, seconded by Aznar.

Motion Passed: 7-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

A-23-06

TO: City of Pueblo, Planning and Zoning Commission

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

DATE: January 8, 2025

SUBJECT: Villa Bella 3rd Addition Annexation

APPLICANT: Ross Friend; Matrix Design Group

PROPERTY OWNER: Eagle Development/ Caleb Development/ Lorson North Land Corp

LOCATION: Generally located northeast of Villa Bella Filing 2 and west of the proposed Baculite Mesa Rd. roadway

EXISTING ZONE: Pueblo County Agricultural One (A-1)

CONCURRENT REQUEST(S): A-23-04, Villa Bella 1st Addition & A-23-05, Villa Bella 2nd Addition

REQUEST:

The applicant is requesting to annex 79.637 acres of land into the City of Pueblo for the purpose of future development as part of the surrounding Villa Bella residential subdivision

BACKGROUND:

The Petitioners filed an annexation petition for this 79.637-acre area in September of 2023. The applicant intends to develop the proposed annexation area in tandem with the surrounding City properties as part of the growing Villa Bella suburban neighborhood. The applicant intends to develop the proposed annexation area in tandem with the nearby City-zoned area as part of the growing Villa Bella suburban neighborhood. There are two concurrent annexation requests for other Villa Bella additions, but the Petitioners were required to process them separately as the three addition areas are not contingent with each other.

ANALYSIS:

Through the impact report required for this proposed annexation and the accompanying PUD amendment request, the applicants have demonstrated how they intend to utilize and improve the proposed annexation site. Should the Planning and Zoning Commission make the necessary findings of fact to approve this annexation, staff finds such recommendation appropriate.

ZONING, LAND USE, AND NEIGHBORHOOD COMPATIBILITY

Existing Zoning and Land Use:

Zone District	Pueblo County Agricultural One (A-1)
Existing Land Use	Vacant/Undeveloped

Surrounding Land Uses & Zoning

North	Pueblo County Agricultural One (A-1); Currently undeveloped
East	Pueblo County Agricultural One (A-1); Currently undeveloped
South	Villa Bella PUD; Currently undeveloped
West	Walking Stick Vista PUD; Currently undeveloped

Current Land Use According to Comprehensive Plan:

The Pueblo Regional Comprehensive Plan, 2022, designates the proposed annexation property as Suburban Neighborhood. Suburban neighborhood developments are defined by large, single-family residential lots with an overall density between 2 to 5 dwelling units per acre.

According to the Comprehensive Plan,

Pueblo Regional Comprehensive Plan Goals and State of the County Report:

1. The property proposed to be annexed should promote the development goals provided in the Regional Comprehensive Plan.

Staff findings: The Regional Comprehensive Plan designates this area for suburban development, and the Petitioners intend to incorporate this land into the planned Villa Bella suburban residential neighborhood.

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

Staff findings: The Annexation Agreement verifies the Petitioners intentions to provide or fund all necessary expansions of water and sewer mains to serve the proposed annexation area.

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

Staff findings: The Annexation Agreement includes a public safety improvement fee that will contribute to necessary police and fire service expansion in the area.

Field Observations of Site:

- The proposed annexation area is vacant, undeveloped land. There are no existing roadways to access the site.

Neighborhood Compatibility

- The proposed annexation site is surrounding by currently undeveloped land that is zoned in the Villa Bella PUD; the annexation site will be incorporated into the PUD's planned development patterns.

REFERRAL AGENCIES AND COMMENTS:

- City Public Works: Approval of wording in annexation agreement
- City Transportation: Approval of wording in annexation agreement

- City Law Department: Approval of wording in annexation agreement
- Pueblo Regional Building Department: No comment
- City Fire Department: Approval of wording in annexation agreement
- Pueblo Board of Water Works: Approval of wording in annexation agreement
- City Wastewater: Approval of wording in annexation agreement
- City Stormwater: Approval of wording in annexation agreement
- City Parks and Recreation Department: Approval of wording in annexation agreement
- City GIS: No comment
- Xcel Energy: No comment
- Black Hills Energy: No Comment
- CDOT: No Comment

SPECIAL INFORMATION

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

1. **Section 31-12-104** – That not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous to the existing City limits (contiguity may be established by the annexation of one or more parcels in a series, which may be completed simultaneously and considered together for the purposes of the public hearing). The municipality boundaries shall not be extended more than three miles in any direction from any point of such municipal boundary in any one year.
 - The proposed annexation meets the requirement for contiguous area as approximately 5,550 feet of the perimeter of the annexation area is contiguous with existing City property of a total perimeter of approximately 8,960 feet.
2. **Section 31-12-105[1]-[e]** – The municipality shall have a three-mile annexation plan which is updated on an annual basis. The proposed development should be compatible with this plan.
 - The Planning and Zoning Commission recommended approval of the updated “City of Pueblo 3-Mile Annexation Master Plan for the Year 2025” on December 11, 2024. All of the property is within three miles of the existing city limits.
3. **Section 31-12-108.5-** An Annexation Impact Report is required for all annexations over ten acres.
 - Impact report is provided.

CITY OF PUEBLO ANNEXATION REQUIREMENTS:

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

The proposed annexation is a logical extension of the City’s boundary as the proposed annexed area is surrounded by City property on 2 of its 4 boundaries and future proposed

City-developed road, Carl Sitter Pkwy, would logically extend across the northern-most end of the proposed annexed area.

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

The applicant has applied to zone the property into the Villa Bella PUD Zone District in conformity with Pueblo City code regulations.

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

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

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

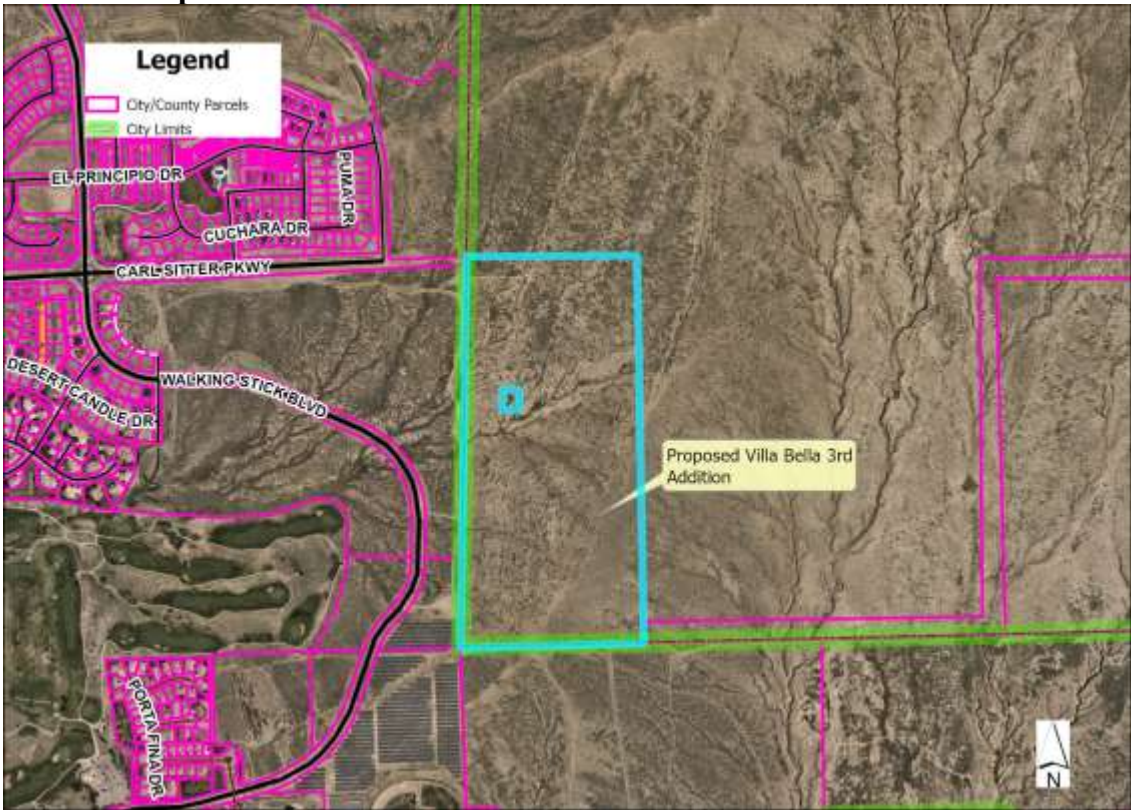
The petitioner will be required to comply with the City's Code of Ordinances for any subdivision of the property.

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

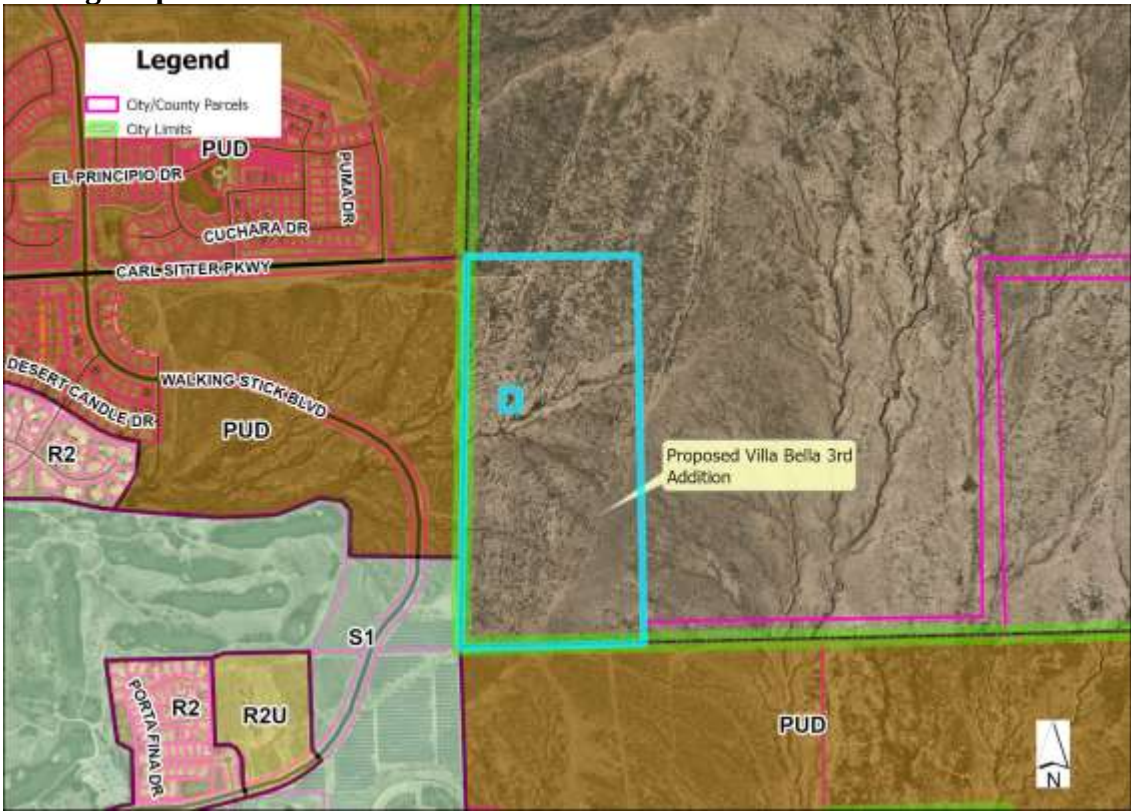
ATTACHMENTS

- A. Location Map
- B. Zoning Map
- C. Comprehensive Future Land Use Plan Map
- D. Annexation Plat
- E. Annexation Agreement
- F. Project Narrative (Submitted by Petitioners)

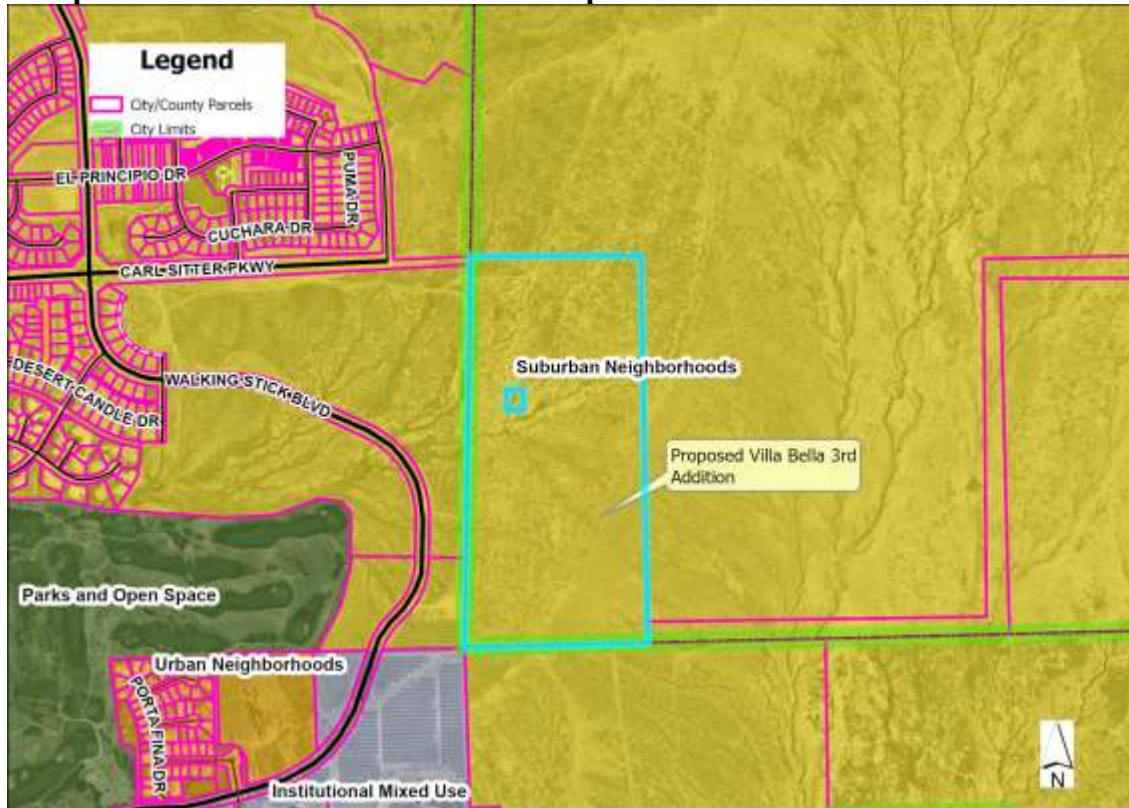
A. Location Map



B. Zoning Map



C. Comprehensive Future Land Use Plan Map



- D. Annexation Plat**
- E. Annexation Agreement**
- F. Project Narrative (Submitted by Petitioners)**

THIRD ADDITION TO VILLA BELLA ANNEXATION TO THE CITY OF PUEBLO

PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 9, T20S, R64W ,OF THE 6TH P.M.,
COUNTY OF PUEBLO, STATE OF COLORADO

CONTIGUITY CALCULATIONS

PARCEL	ACREAGE	PERIMETER	CONTIGUOUS TO PERIMETER	PERCENTAGE CONTIGUITY
A	79.637	7932.78 LF	3977.89 LF	50.14%

GENERAL NOTES

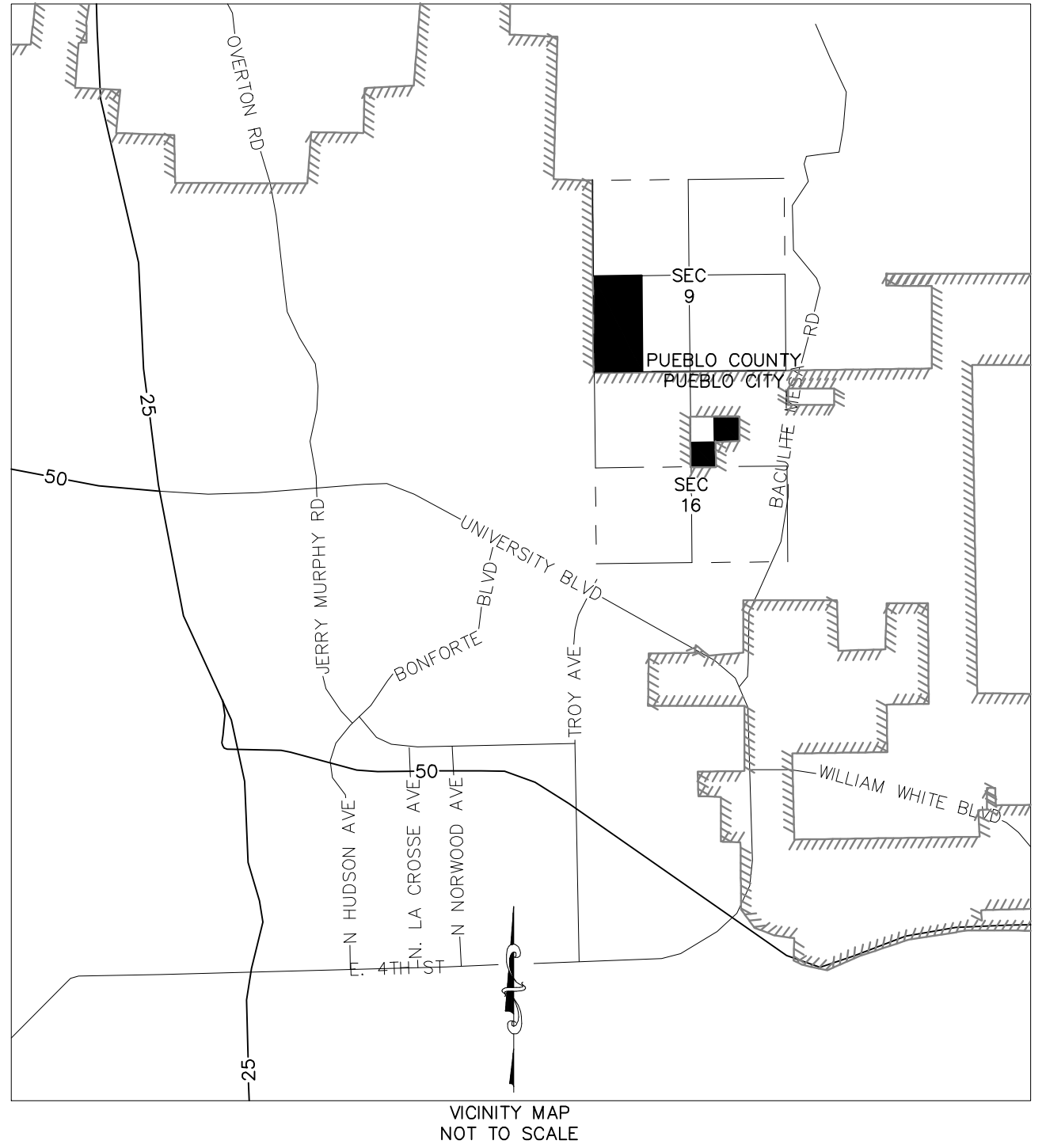
1. BASIS OF BEARINGS IS THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 8, SAID LINE IS MONUMENTED WITH A STONE IN CONCRETE WITH CROSS AT THE SECTION CORNER COMMON TO SECTIONS 8, 9, 16, AND 17 OF T20S R64W OF THE 6TH P.M. PUEBLO COUNTY, COLORADO AND WITH A 3.25" ALUMINUM CAP ON NO. 6 REBAR AT THE QUARTER CORNER COMMON TO SECTIONS 8 AND 9 T20S, R64W, PUEBLO COUNTY COLORADO. THE BEARING OF N00°50'56"E IS BASED ON STATE PLANE COORDINATES DERIVED FROM GPS OBSERVATIONS. MONUMENT DESCRIPTIONS ARE AS SHOWN HEREON.
2. THE FLOOD INSURANCE RATE MAP FOR THE AREAS SHOWN HEREON PANEL NO.(S) 08051C0504D, 08101C0510D, AND 0801C0520D WITH AN EFFECTIVE DATE OF 8/15/2019 INDICATES THE PROPERTIES DO NOT LIE WITHIN ANY DESIGNATED FLOOD HAZARD AREAS SHOWN THEREON.
3. A TITLE COMMITMENT ISSUED BY CAPSTONE TITLE, AGENT FOR ATTORNEYS' TITLE GUARANTY FUND, INC. COMMITMENT NO. 211571 DATED MAY 24, 2021 AT 8:00 A.M. HAS BEEN REVIEWED AS IT PERTAINS TO PARCEL A.

LEGAL DESCRIPTIONS FROM TITLE COMMITMENTS

PARCEL A: ALL OF MANHATTAN PARK, INCLUDING VACATED ALLEYS AND STREETS, ACCORDING TO THE RECORDED PLAT THEREOF, FILED FOR RECORD APRIL 11, 1889 AT RECEPTION NO. 32464; EXCEPT LOTS 41 TO 46, INCLUSIVE, IN BLOCK 7, TOGETHER WITH THAT PORTION OF 1/2 OF VACATED CATARACT AVENUE ADJOINING SAID LOTS AND WITH 1/2 OF VACATED HAWTHORNE STREET ADJOINING LOT 46 AND 1/2 OF VACATED ALLEY ADJOINING SAID LOTS BETWEEN VACATED CATARACT AVENUE AND VACATED MOUNTAIN VIEW AND VACATED HAWTHORN STREET AND VACATED WALNUT STREET AND EXCEPT ANY PORTION THEREOF LYING WITHIN COUNTY ROAD 3502 AS SHOWN ON THE PUEBLO COUNTY ASSESSOR'S MAP CROSSING THE SUBJECT PROPERTY,COUNTY OF PUEBLO, STATE OF COLORADO.

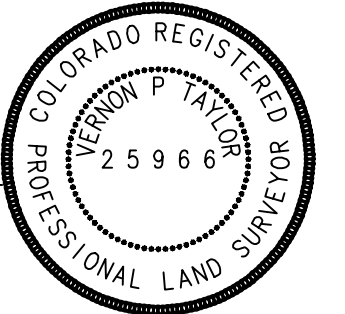
LEGEND

- PROPERTY CORNER FOUND AS DESCRIBED HEREON
- EXISTING TOWN LIMITS
- SUBJECT PROPERTY BOUNDARY
- ADJACENT PROPERTY LINES
- /// EXISTING TOWN LIMITS CONTIGUOUS



SURVEYOR CERTIFICATE

I VERNON P. TAYLOR, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT MORE THAN ONE-SIXTH (1/6) OF THE EXTERNAL BOUNDARY OF THE AREA PROPOSED TO BE ANNEXED TO THE CITY OF PUEBLO, COLORADO, IS CONTIGUOUS WITH THE BOUNDARIES OF THE ANNEXING MUNICIPALITY, AND THAT THIS ANNEXATION PLAT COMPLIES WITH THE COLORADO STATE STATUTES AND THE CITY OF PUEBLO, COLORADO CODES PERTAINING THERETO.



VERNON P. TAYLOR, COLO. PLS NO. 25966
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS

CITY COUNCIL OF PUEBLO APPROVAL

THIS ANNEXATION PLAT WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PUEBLO, COLORADO, THIS _____ DAY OF _____, 20____, A.D.

MAYOR _____ DATE _____
TOWN CLERK _____ DATE _____

CLERK AND RECORDER CERTIFICATE

STATE OF COLORADO)
COUNTY OF PUEBLO)

I HEREBY CERTIFY THAT THIS ANNEXATION PLAT WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____, 2022, A.D. AT _____ O'CLOCK ____M., AND WAS RECORDED AT RECEPTION NO. _____

PUEBLO COUNTY CLERK AND RECORDER

OWNER APPLICANT SUMMARY TABLE

PARCEL	ACREAGE	OWNER	LEGAL
A	79.637	EAGLE DEVELOPMENT CO.	W 1/2 SW 1/4 SEC 9 EXCEPT SERRACINO PARCEL

THIRD ADDITION TO VILLA BELLA
ANNEXATION TO THE CITY OF PUEBLO
JOB NO. 43-142
DATE PREPARED: 07/19/2023
DATE REVISED: 08/25/2023

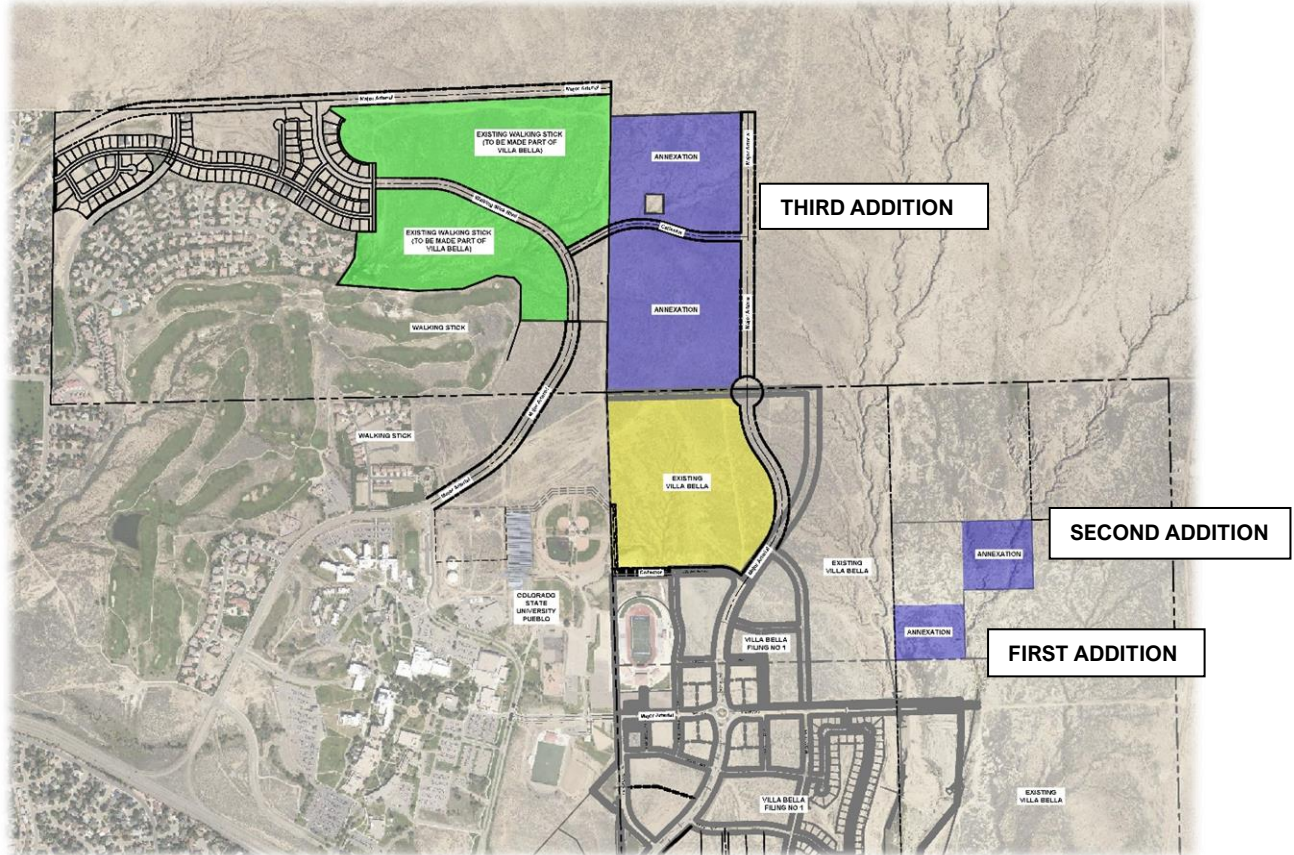


212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.953.5485

ANNEXATION IMPACT REPORT

THIRD ADDITION TO VILLA BELLA ANNEXATION OF PROPERTY TO THE CITY OF PUEBLO, COLORADO

August 31, 2023



Owner/ Developer:

Caleb Development LLC / Lorson North Land Corp
212 N Wahsatch, Suite 301
Colorado Springs, CO 80903

Planners/ Civil Engineer:

Matrix Design Group, Inc.
2435 Research Parkway, Suite 300
Colorado Springs, CO 80920

INTRODUCTION

Eagle Development/ Caleb Development/ Lorson North Land Corp is proposing to annex a total of approximately 97.749 acres into the City of Pueblo and proposes a future zone of Planned Unit Development (PUD) for residential uses. The First Addition is 8.018 acres, the Second Addition is 10.094 acres, and the Third Addition is 79.637 acres. The properties are located to the north and east of the Rawlings Boulevard and Troy Avenue intersection and are directly adjacent to existing Villa Bella and Walking Stick development.

CURRENT ZONING

The subject properties are currently zoned Agricultural One (A1, Pueblo County); however, are surrounded by and/or adjacent to City of Pueblo land. The future PUD zoning will permit residential lots of varying sizes and will be part of the larger Villa Bella development, tentatively named Villa Bella North.

EXISTING AND PROPOSED LAND USE PATTERN IN THE AREA TO BE ANNEXED

The current land use is Vacant. There are no known structures found on site.

The proposed land use will permit residential and open space uses. The proposed land uses remain consistent with the surrounding properties. The Future Land Use Map currently shows the Third Addition site to be developed with Suburban Neighborhoods.

IMPACTS

Annexation into the City of Pueblo has benefits for both the current residents and the annexed property. Current residents get a say in the new development that could come with that annexation. The new property then has access to (and helps fund) City services such as roads, utilities, water, parks, trails, recreation and more.

The majority of impact to surrounding properties will likely be traffic related. The traffic impacts and mitigation recommendation will be further studied with a Traffic Impact Analysis during future plan submittals.

ANNEXATION IMPACT REPORT REQUIREMENTS

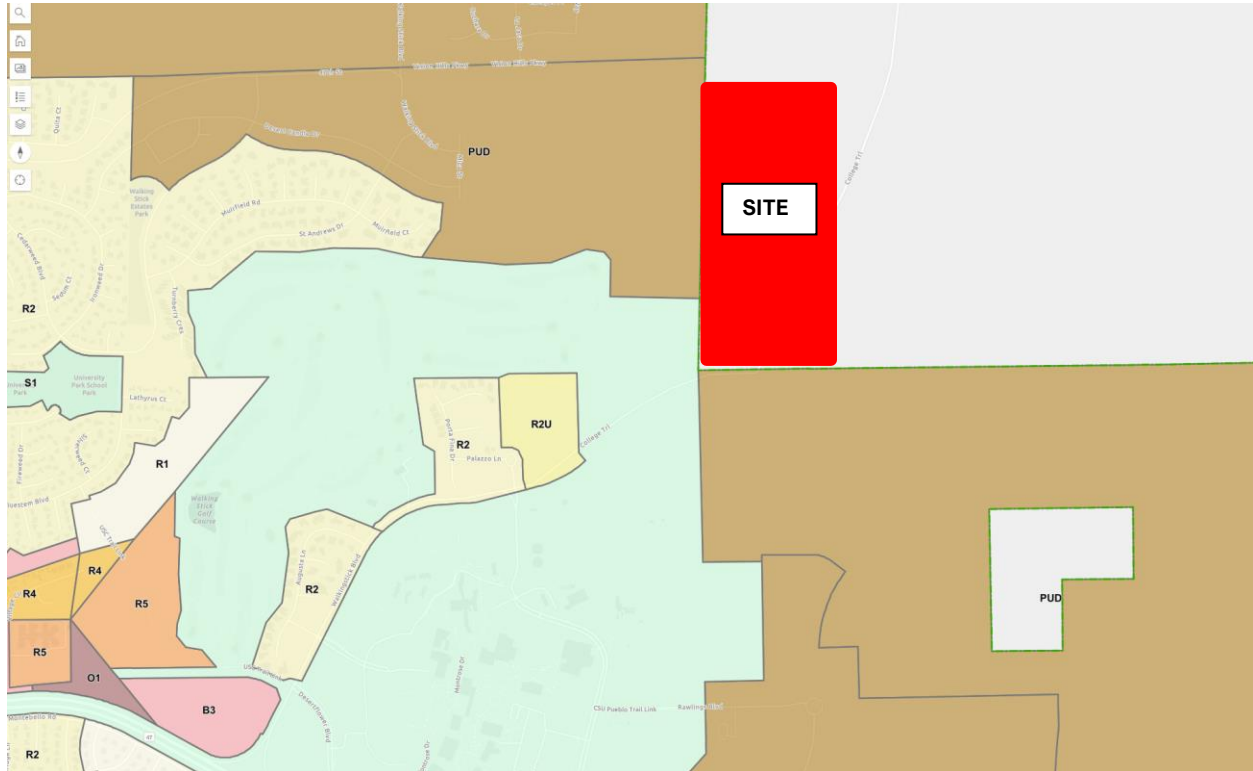
(CRS Title 31-12-108.5)

The municipality shall prepare an impact report concerning any proposed annexation at least twenty-five days before the date of the hearing. Such report shall not be required for annexations of ten acres or fewer in total area or when the municipality and the Board of County Commissioners governing the area proposed to be annexed agree that the report may be waived. Such report shall include as a minimum a map or maps of the municipality and adjacent territory to show the following information:

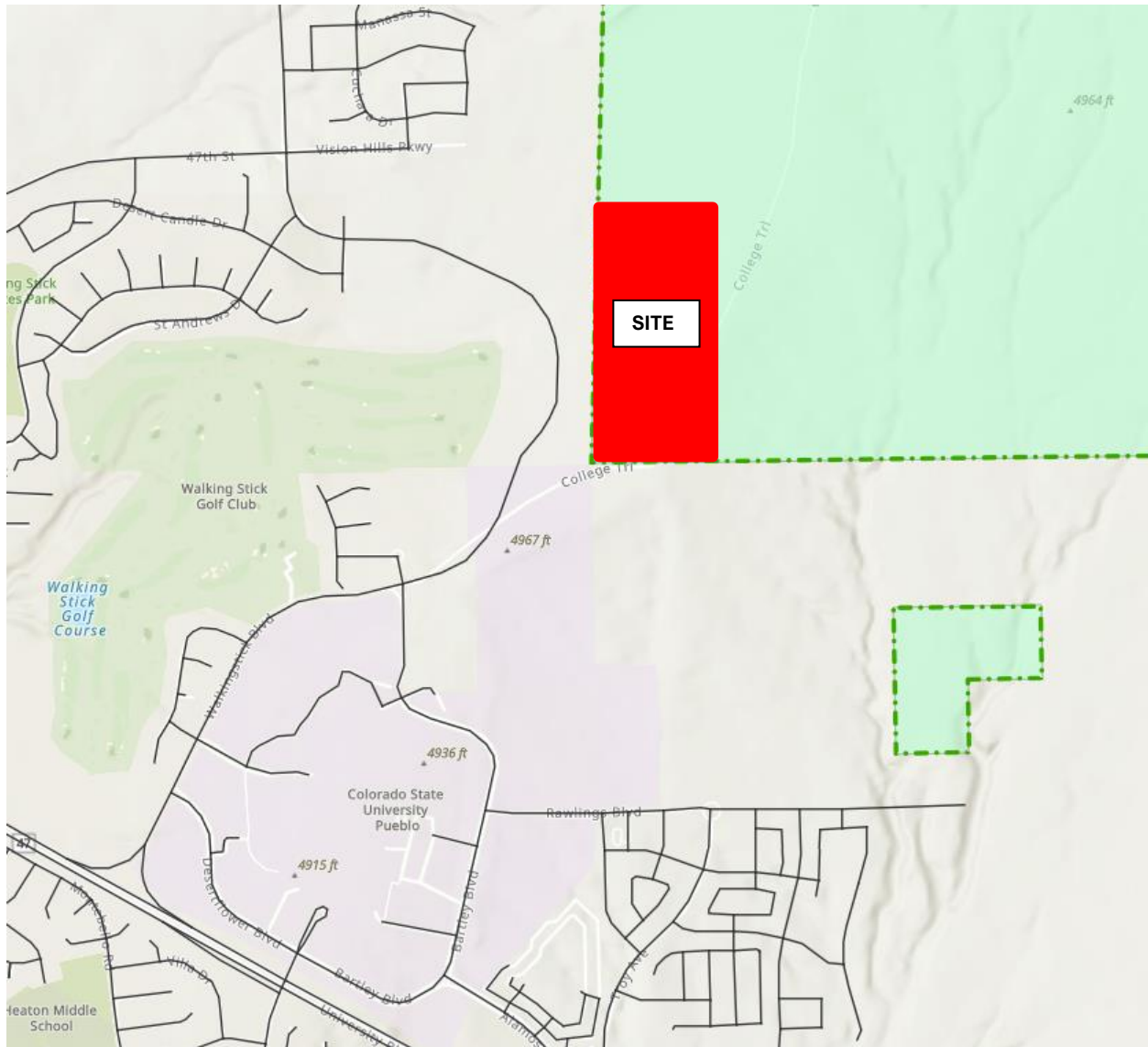
- a) *The present and proposed boundaries of the municipality in the vicinity of the proposed annexation; See annexation map included with submittal.*

- b) *the present streets, major trunk water mains, sewer interceptors and outfalls, other utility lines and ditches, and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation; See annexation map included with submittal.*
- c) *the existing and proposed land use patterns in the areas to be annexed; See below.*
- d) *a copy of any draft or final pre-annexation agreement, if available;*
- e) *a statement setting forth the plans of the municipality for extending to or otherwise providing for, within the area to be annexed, municipal services performed by or on behalf of the municipality at the time of annexation;*
- f) *a statement setting forth the method under which the municipality plans to finance the extension of the municipal services into the area to be annexed;*
- g) *a statement identifying existing districts within the area to be annexed; and*
- h) *a statement on the effect of annexation upon local public school district systems, including the estimated number of students generated and the capital construction required to educate such students.*

ZONING



CITY OF PUEBLO BOUNDARY





Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 10, 2025

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 PORTIONS OF BOTH THE VILLA BELLA PLANNED UNIT DEVELOPMENT, AND THE WALKING STICK VISTA PLANNED UNIT DEVELOPMENT, AND PUEBLO COUNTY A-1 TO THE RESIDENCES AT VILLA BELLA, PLANNED UNIT DEVELOPMENT

SUMMARY:

The applicant is requesting to establish "The Residences at Villa Bella" Planned Unit Development ("PUD") zoning and the associated Planned Unit Development Guide. The new PUD area will be comprised of portions of both the current Villa Bella PUD, Walking Stick Vista PUD and Pueblo County A-1 zoned property now under the ownership of the applicants. amend regulatory provisions of the Villa Bella and excluded portions of the land area currently included in boundaries of the Villa Bella PUD. to reflect the proposed residential development and the three Villa Bella Annexations, which comprise approximately 731.1 total acres. The amended Villa Bella PUD will be titled "The Residences at Villa Bella" to distinguish between the primarily residential development within the proposed PUD land area and the existing commercial and residential development contained within the original Villa Bella PUD land area.

PREVIOUS COUNCIL ACTION:

December 12, 2007, the Planning and Zoning Commission recommended approval of the Villa Bella Planned Unit Development and rezoning. City Council approved the Villa Bella PUD in January 2008. On January 25, 2017, the Thunder Village Urban Design Plan was approved by the Planning Zoning Commission, which established additional development design guidelines for portions of the development. In 2021, the Villa Bella PUD Development Guide was amended to allow new architectural trends, streamline the development process, and provide increased opportunities for single-family detached residential development (Ordinance 9938).

BACKGROUND:

The property owners, Caleb Development, Lorson North Land Corporation, and Eagle Development are requesting to establish “The Residences at Villa Bella” Planned Unit Development zoning and the associated Planned Unit Development (“PUD”) Guide for a 731.1-acre area. The new PUD zone district will be comprised of portions of both the current Villa Bella PUD, Walking Stick Vista PUD and three Pueblo County A-1 zoned properties that are now annexed into the City of Pueblo.

The Residences at Villa Bella PUD contains the following areas:

1. The eastern portion of the current Walking Stick Vista PUD, approximately 104 acres (between Vision Hills Parkway and Villa Bella Blvd.)
2. The undeveloped residential designated areas of the Villa Bella PUD, approximately 529 acres.
3. First Addition to Villa Bella Annexation to the City of Pueblo, 8.018-acres of an existing enclave located north of Rawlings Blvd.
4. Second Addition to Villa Bella Annexation to the City of Pueblo, 10.094-acres of an existing enclave located north of Rawlings Blvd.
5. Third Addition to Villa Bella Annexation to the City of Pueblo, 79.637-acres located east of the eastern portion of Walking Stick Vista and north of the future extension of Walking Stick Blvd.

The primary land uses within the Residences at Villa Bella are residential with limited provisions for other uses generally associated with residential development such as community centers, schools, childcare, student housing, religious assemblies, wireless communication facilities, and limited home occupational uses. The PUD contains provisions for single-family development on narrow lots, creating a dense residential fabric with a maximum of 3,545 dwelling units.

Proposed Lot Width and areas:

- Single-family detached, minimum 35-ft. lot width, and minimum 2,600 sq. ft. lot area
- Single-family attached, no lot width or area minimums are noted in the PUD Development Guide. Lot width and area minimums for two-family/duplex developments may apply or the standards could be set with a PUD Site Plan review through the Planning and Zoning Commission.
- Two-family, duplex, minimum 50-ft. lot width, and minimum 3,500 sq. ft. lot area
- Multifamily, one structure containing three or more dwelling units, minimum 70-ft. lot width, and minimum 1,000 sq. ft. of lot area per dwelling unit
- Townhomes, minimum 15-foot lot width, and minimum 1,000 sq. ft. of lot area per dwelling unit.

The gross density will be approximately 4.84 units per acre, which aligns with the five units per acre maximum density allowed within the Suburban Neighborhood Future Land Use Category as prescribed by the Pueblo Regional Comprehensive Plan. Section 3 of the PUD Development Guide, “Building Controls,” allows for greater density within multifamily developments. The PUD proposes that greater densities be approved by the Planning and Zoning Commission through a Special Use Permit. Staff

recommends that the Development Guide be amended to allow review of greater densities through a PUD Site Plan review and approval with the Planning and Zoning Commission.

Landscaping:

Landscaping will be required in the medians of arterial right of ways, multifamily development sites must dedicate 20-percent of the site to landscape open space, and community use development sites (churches and schools) must conform with the municipal landscape code. Both multifamily developments and community use developments will be reviewed by the Planning Commission for compliance with the PUD and municipal code provisions prior to approval of a building permit. According to the PUD Development Guide, landscaping will be designed to achieve the City's western water-wise landscape objective and a reduction in stormwater run-off. "Low Impact Development" (LID) techniques will be incorporated into the landscape design.

Parks, Trails, and Open Space:

The proposed Residences at Villa Bella will include two types of developed park, pocket parks and one neighborhood park. Pocket Parks will range in size from a quarter acre to 3.5 acres and will be dedicated at the time of subdivision at a rate of .00034 acres per dwelling unit. Pocket parks are intended to serve residents within a half mile of each park. The pocket parks will be constructed by the developer and owned/maintained through a Special District, Metropolitan District, or Homeowners Association. A minimum eight-acre Neighborhood Park will be dedicated within the south-central portion of the PUD land area, generally located south of Rawlings Blvd. and east of the Villa Bella, Filing No. 1, Subdivision. The park will be dedicated at the time of subdivision and is intended to serve the entire Residences at Villa Bella population. The neighborhood park will be designed and constructed in phases by the owner/developer. Completed portions of the park will then be dedicated to the City of Pueblo, and the City will be responsible for ongoing maintenance and improvements within the park.

On and off-street trails and open space will also be provided within the development area; however, the proposed PUD Development Guide does not include a requirement for open space minimum area dedication due to the open space naturally occurring within the existing arroyos. The owner/developer of a subdivision will dedicate and construct on and off-street trails to provide multimodal connections within and between neighborhoods at the time of subdivision. Neighborhood trails will be owned and maintained by a Special District, Metropolitan District, or Homeowners Association. Regional trails, identified in the City of Pueblo Bike and Pedestrian Plan, will be constructed by the owner/developer or Metropolitan District; the City will take ownership and maintenance responsibility of the regional trails once they are constructed.

The naturally occurring open space corridors, which overlay the existing arroyos, will be preserved and maintained through a Special District, Metropolitan District, or Homeowners Association. At the time of subdivision, the open space will be designated, and any improvements constructed within the open space corridors, including off-street trails, will be the responsibility of the owner/developer of the subdivision.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their January 8, 2025, Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

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

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

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be zoned in accordance with the 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-24-06 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING PORTIONS OF BOTH THE VILLA BELLA PLANNED UNIT DEVELOPMENT, AND THE WALKING STICK VISTA PLANNED UNIT DEVELOPMENT, AND PUEBLO COUNTY A-1 TO THE RESIDENCES AT VILLA BELLA, PLANNED UNIT DEVELOPMENT

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 Villa Bella Planned Unit Development, Walking Stick Vista Planned Unit Development and Pueblo County A-1, to the Residences at Villa Bella Planned Unit Development:

A PARCEL OF LAND IN THE SOUTH HALF (S 1/2) OF SECTION 8, THE WEST HALF OF THE SOUTHWEST QUARTER (W 1/2 SW 1/4) OF SECTION 9, AND SECTION 16, ALL IN TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, PUEBLO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 16, 17, 20, AND 21, T20S R65W OF THE 6TH P.M., SAID POINT LYING ON THE CENTERLINE OF TROY AVENUE AS SHOWN ON THE PLAT OF "VILLA BELLA SUBDIVISION FILING NO. 1" RECORDED UNDER RECEPTION NO. 1805424 OF THE PUEBLO COUNTY, COLORADO RECORDS;

THENCE ALONG SAID CENTERLINE, 391.35 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,235.00 FEET, A CENTRAL ANGLE OF 18°09'22", THE CHORD OF 389.72 FEET WHICH BEARS N07°15'30"E;

THENCE N73°39'49"W A DISTANCE OF 65.00 FEET TO THE SOUTH CORNER OF PARCEL "B" OF SAID "VILLA BELLA SUBDIVISION FILING NO. 1";

THENCE ALONG THE EAST LINES THEREOF THE FOLLOWING TWO (2) COURSES:

1. THENCE 542.35 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,300.00 FEET, A CENTRAL ANGLE OF 23°54'13", THE CHORD OF 538.43 FEET BEARS N28°17'18"E;
2. THENCE N47°59'48"W A DISTANCE OF 375.04 FEET TO THE EAST LINE OF LOT 3 BLOCK 1 "WOLF VILLAGE SUBDIVISION FILING NO 2", A SPECIAL AREA PLAN, RECORDED UNDER RECEPTION NO. 1935903 OF THE PUEBLO COUNTY, COLORADO RECORDS;

THENCE N01°51'30"W ALONG SAID EAST LINE, 83.24 FEET TO THE SOUTHEAST CORNER OF PARCEL "C" OF AFORESAID "VILLA BELLA SUBDIVISION FILING NO. 1"; THENCE CONTINUING N01°51'30"W ALONG THE EAST LINE OF SAID PARCEL "C", 478.05 FEET TO THE NORTHEAST CORNER THEREOF;

THENCE CONTINUING N01°51'30"W A DISTANCE OF 48.55 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF ROMA WAY AS SHOWN ON AFORESAID PLAT "VILLA BELLA

SUBDIVISION FILING NO. 1";

THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING SEVEN (7) COURSES:

1. THENCE N88°08'27"E A DISTANCE OF 371.20 FEET TO A POINT OF CURVE;
2. THENCE 66.12 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 19°25'43", THE CHORD OF 65.81 FEET BEARS S82°08'42"E TO A POINT OF TANGENT;
3. THENCE N72°25'50"E A DISTANCE OF 447.46 FEET;
4. THENCE S72°26'18"E A DISTANCE OF 130.04 FEET;
5. THENCE 83.45 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 255.00 FEET, A CENTRAL ANGLE OF 18°45'00", THE CHORD OF 83.08 FEET BEARS S82°29'03"E TO A POINT OF TANGENT;
6. THENCE N88°08'27"E A DISTANCE OF 310.25 FEET TO A POINT OF CURVE;
7. THENCE 57.14 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 970.00 FEET, A CENTRAL ANGLE OF 3°22'30", THE CHORD OF 57.13 FEET BEARS N89°49'42"E TO THE EASTERLY RIGHT-OF-WAY OF LUCCA DRIVE AS SHOWN ON SAID PLAT;

THENCE N01°51'33"W ALONG THE RIGHT-OF-WAY OF LUCCA DRIVE, 1,128.40 FEET TO THE NORTH RIGHT-OF-WAY OF STADIO WAY;

THENCE S88°08'27"E ALONG THE SAID RIGHT-OF-WAY OF STADIO WAY, 494.43 FEET TO THE SOUTHEAST CORNER OF LOT 1 BLOCK 15 OF AFORESAID "VILLA BELLA SUBDIVISION FILING NO. 1";

THENCE ALONG THE EAST LINE THEREOF, 734.57 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,300.00 FEET, A CENTRAL ANGLE OF 32°22'30", THE CHORD OF 724.83 FEET WHICH BEARS N16°01'34"E TO THE NORTHEAST CORNER OF SAID LOT 1 BLOCK 15;

THENCE CONTINUING 73.44 FEET ALONG SAID ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,300.00 FEET, A CENTRAL ANGLE OF 3°14'12", THE CHORD OF 73.43 FEET WHICH BEARS N33°49'56"E TO A POINT OF TANGENT;

THENCE N35°27'02"E A DISTANCE OF 34.31 FEET TO THE NORTHERLY RIGHT-OF-WAY OF JOE GARCIA WAY AS SHOWN ON AFORESAID "VILLA BELLA SUBDIVISION FILING NO. 1";

THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:

1. THENCE N54°32'58"W A DISTANCE OF 49.70 FEET TO A POINT OF TANGENT;
2. THENCE 162.50 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 255.00 FEET, A CENTRAL ANGLE OF 36°30'41", THE CHORD OF 159.76 FEET BEARS N72°48'19"W TO A POINT OF TANGENT;
3. THENCE S88°56'21"W A DISTANCE OF 477.61 FEET TO THE WEST RIGHT-OF-WAY LINE OF THUNDERBOWL DRIVE;

THENCE S01°15'18"E ALONG SAID RIGHT-OF-WAY LINE, 60.01 FEET TO THE NORTHEAST CORNER OF PARCEL "D" OF AFORESAID "VILLA BELLA SUBDIVISION FILING NO. 1";

THENCE S88°56'21"W ALONG THE NORTH LINE THEREOF, 553.73 FEET TO THE SECTION LINE COMMON TO SECTIONS 16 AND 17, T20S R65W OF THE 6TH P.M.;

THENCE N01°51'35"W ALONG SAID SECTION LINE, 1,755.04 FEET TO THE SECTION CORNER COMMON TO SECTIONS 8, 9, 16, AND 17, T20S R65W OF THE 6TH P.M.;

THENCE N00°50'56"E A DISTANCE OF 674.15 FEET TO THE SOUTHEAST CORNER OF

PARCEL "I", "WALKING STICK VISTA, FILING NO. 1", RECORDED UNDER RECEPTION NO. 1765211 OF THE PUEBLO COUNTY, COLORADO RECORDS;
THENCE N89°09'54"W A DISTANCE OF 834.15 FEET TO THE BOUNDARY LINES OF "WALKING STICK GOLF COURSE" RECORDED UNDER RECEPTION NOS. 879766 AND 993446 OF THE PUEBLO COUNTY, COLORADO RECORDS;

THENCE ALONG SAID BOUNDARY THE FOLLOWING SIX (6) COURSES:

1. THENCE N00°50'06"E A DISTANCE OF 335.60 FEET;
2. THENCE N41°49'52"W A DISTANCE OF 96.75 FEET;
3. THENCE N83°10'49"W A DISTANCE OF 168.30 FEET;
4. THENCE S68°46'19"W A DISTANCE OF 345.78 FEET;
5. THENCE S87°17'19"W A DISTANCE OF 426.43 FEET;
6. THENCE N85°34'14"W A DISTANCE OF 779.49 FEET TO THE SOUTHEAST CORNER OF "WALKING STICK ESTATES, FILING NO. 2", A SPECIAL AREA PLAN, RECORDED UNDER RECEPTION NO. 1065018 OF THE PUEBLO COUNTY, COLORADO RECORDS;

THENCE ALONG THE EASTERLY LINES THEREOF THE FOLLOWING THREE (3) COURSES:

1. THENCE N34°57'26"E A DISTANCE OF 200.52 FEET;
2. THENCE N29°55'58"E A DISTANCE OF 105.85 FEET;
3. THENCE N05°10'45"E A DISTANCE OF 251.20 FEET TO THE SOUTH LINE OF AFORESAID "WALKING STICK VISTA, FILING NO. 1";

THENCE ALONG THE SOUTH LINES THEREOF, 70.28 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 800.00 FEET, A CENTRAL ANGLE OF 5°02'00", THE CHORD OF 70.26 FEET BEARS S87°20'15"E TO A POINT OF TANGENT;

THENCE S89°51'15"E ALONG SAID SOUTH LINE, 107.83 FEET;

THENCE N00°08'45"E ALONG THE EAST RIGHT-OF-WAY LINE OF MICA STREET, 655.82 FEET TO THE EAST LINE OF THAT 20 FOOT ALLEY AS SHOWN ON SAID PLAT "WALKING STICK VISTA, FILING NO. 1";

THENCE ALONG SAID EASTERLY LINE THE FOLLOWING FIVE (5) COURSES:

1. THENCE N89°51'15"W A DISTANCE OF 52.22 FEET TO A POINT OF TANGENT;
2. THENCE 146.20 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 308.00 FEET, A CENTRAL ANGLE OF 27°11'48", THE CHORD OF 144.83 FEET BEARS N76°58'47"W TO A POINT OF NON-TANGENT CURVE;
3. THENCE 437.39 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 280.00 FEET, A CENTRAL ANGLE OF 89°30'05", THE CHORD OF 394.25 FEET BEARS N18°28'14"W;
4. THENCE S56°44'54"E A DISTANCE OF 17.48 FEET;
5. THENCE N33°15'06"W A DISTANCE OF 20.00 FEET;

THENCE N56°44'54"W A DISTANCE OF 179.70 FEET TO THE EAST RIGHT-OF-WAY OF WALKING STICK BOULEVARD;

THENCE ALONG SAID RIGHT-OF-WAY, 31.79 FEET ALONG THE ARC OF A CURVE TO

THE LEFT, SAID CURVE HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 12°08'35", THE CHORD OF 31.73 FEET BEARS N27°09'27"E TO THE SOUTH RIGHT-OF-WAY LINE OF 47TH STREET AS DEFINED BY WARRANTY DEED RECORDED UNDER RECEPTION NO. 1778753 OF THE PUEBLO COUNTY, COLORADO RECORDS;
THENCE N87°28'12"E ALONG SAID RIGHT-OF-WAY, 2,678.91 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 9;
THENCE S00°42'47"W ALONG SAID SECTION LINE, 210.34 FEET;
THENCE N88°16'59"E A DISTANCE OF 1,312.80 FEET;
THENCE S00°12'48"W A DISTANCE OF 2,642.09 FEET TO THE WEST 16TH CORNER COMMON TO SECTIONS 9 AND 16, T20S R65W OF THE 6TH P.M.;
THENCE N88°35'38"E A DISTANCE OF 1,341.23 FEET TO THE QUARTER CORNER COMMON TO SAID SECTIONS 9 AND 16;
THENCE N88°33'57"E A DISTANCE OF 1,341.92 FEET TO THE EAST 16TH CORNER COMMON TO AFORESAID SECTIONS 9 AND 16;
THENCE N88°35'29"E A DISTANCE OF 1,341.69 FEET TO THE SECTION CORNER COMMON TO SECTIONS 9, 10, 15, AND 16;
THENCE S01°23'31"E A DISTANCE OF 1,319.56 FEET TO THE NORTH 16TH CORNER COMMON TO SECTIONS 15 AND 16;
THENCE S01°23'18"E A DISTANCE OF 1,319.93 FEET TO THE QUARTER CORNER COMMON TO SAID SECTIONS 15 AND 16;
THENCE S01°24'10"E A DISTANCE OF 1,320.19 FEET TO THE SOUTH 16TH CORNER COMMON TO AFORESAID SECTIONS 15 AND 16;
THENCE S01°22'38"E A DISTANCE OF 1,320.25 FEET TO THE SECTION CORNER COMMON TO SECTIONS 15, 16, 21, AND 22;
THENCE S89°14'21"W A DISTANCE OF 1,329.12 FEET TO THE EAST 16TH CORNER COMMON TO SECTIONS 16 AND 21;
THENCE S89°13'27"E A DISTANCE OF 1,329.48 FEET TO THE QUARTER CORNER COMMON TO SAID SECTIONS 16 AND 21;
THENCE S89°15'26"E A DISTANCE OF 2,665.71 FEET TO THE SECTION CORNER COMMON TO SECTIONS 16, 17, 20, AND 21, T20S R65W OF THE 6TH P.M. AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A CALCULATED AREA OF 33,698,218 SQUARE FEET (773.605 ACRES, MORE OR LESS).

EXCEPTING THEREFROM THE FOLLOWING TWO (2) PARCELS:

PARCEL 1: THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (NW 1/4 SW 1/4 NE 1/4) AND THE NORTHERLY 2.08 ACRES OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW 1/4 SW 1/4 NE 1/4) OF SECTION 16.

SAID PARCEL 1 CONTAINS A CALCULATED AREA OF 528,455 SQUARE FEET (12.132 ACRES, MORE OR LESS).

PARCEL 2: LOTS 41 TO 46, INCLUSIVE, IN BLOCK 7, MANHATTAN PARK RECORDED UNDER RECEPTION NO. 32464 OF THE PUEBLO COUNTY, COLORADO RECORDS, TOGETHER WITH THAT PORTION OF 1/2 OF VACATED CATARACT AVENUE ADJOINING SAID LOTS AND WITH 1/2 OF VACATED HAWTHORNE STREET ADJOINING LOT 46 AND 1/2 OF VACATED ALLEY ADJOINING SAID LOTS BETWEEN VACATED CATARACT AVENUE AND VACATED MOUNTAIN VIEW AND VACATED HAWTHORN STREET AND

VACATED WALNUT STREET, LYING IN WEST HALF OF THE SOUTHWEST QUARTER (W 1/2 SW 1/4) OF SECTION 9.

SAID PARCEL 2 CONTAINS A CALCULATED AREA OF 31,490 SQUARE FEET (0.723 ACRES, MORE OR LESS).

SAID PARCELS CONTAINING AN ADJUSTED CALCULATED AREA OF 33,138,272 SQUARE FEET (760.750 ACRES, MORE OR LESS).

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 16, T20S, R64W OF THE 6th P.M., PUEBLO COUNTY, COLORADO, BEING MONUMENTED AT THE SECTION CORNER COMMON TO SECTIONS 16, 17, 20, AND 21 WITH A 3 1/2" ALUMINUM CAP STAMPED "ACS T20S R64W S17 S16 S20 S21 2009 LS 36061" FROM WHENCE THE QUARTER CORNER COMMON TO SECTIONS 16 AND 21 BEING MONUMENTED BY A 3 1/2" ALUMINUM CAP STAMPED "ACS T20S R64W S16 S21 1/4 2009 LS 36061" BEARS N89°15'26"E A DISTANCE OF 2,665.71 FEET.

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 _____

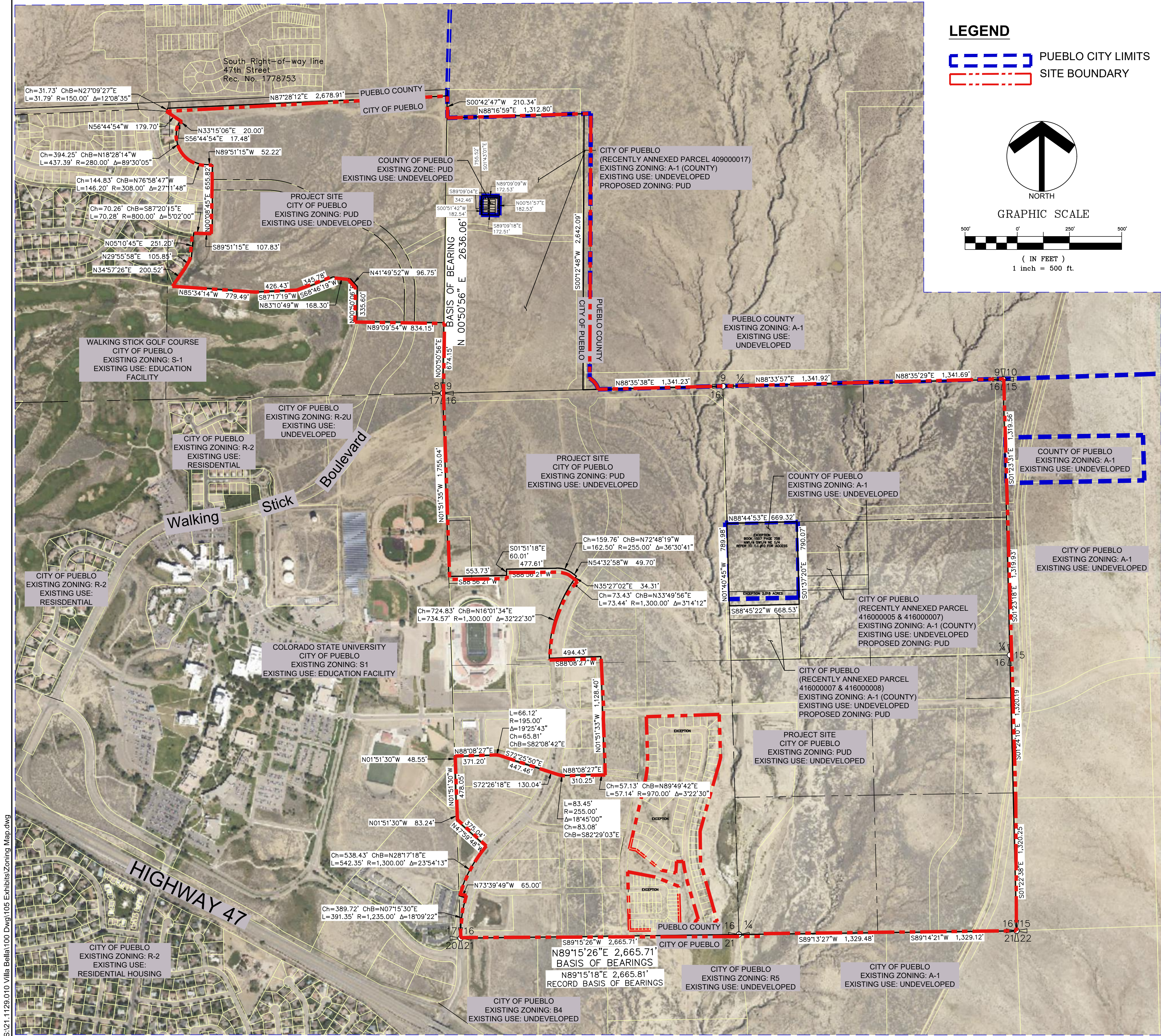
☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

S:\21.11250.010 Villa Bella\100 Dwg\105 Exhibits\Zoning Map.dwg



THE RESIDENCES AT



A PARCEL OF LAND IN THE SOUTH HALF (S 1/2) OF SECTION 8, THE WEST HALF OF THE SOUTHWEST QUARTER (W 1/2 SW 1/4) OF SECTION 9, AND SECTION 16, ALL IN TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, PUEBLO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 16, 17, 20, AND 21, T20S R65W OF THE 6TH P.M., SAID POINT LYING ON THE CENTERLINE OF TROY AVENUE AS SHOWN ON THE PLAT OF "VILLA BELLA SUBDIVISION FILING NO. 1" RECORDED UNDER RECEPTION NO. 1805424 OF THE PUEBLO COUNTY, COLORADO RECORDS; THENCE ALONG SAID CENTERLINE, 391.35 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,235.00 FEET, A CENTRAL ANGLE OF 18°09'22", THE CHORD OF 389.72 FEET WHICH BEARS N07°15'30"E; THENCE N73°39'49"W A DISTANCE OF 65.00 FEET TO THE SOUTH CORNER OF PARCEL "B" OF SAID "VILLA BELLA SUBDIVISION FILING NO. 1";

THENCE ALONG THE EAST LINES THEREOF THE FOLLOWING TWO (2) COURSES:
1. THENCE 542.35 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,300.00 FEET, A CENTRAL ANGLE OF 23°54'13", THE CHORD OF 538.43 FEET BEARS N28°17'18"E;
2. THENCE N47°59'48"W A DISTANCE OF 375.04 FEET TO THE EAST LINE OF LOT 3 BLOCK 1 "WOLF VILLAGE SUBDIVISION FILING NO. 2", A SPECIAL AREA PLAN, RECORDED UNDER RECEPTION NO. 1935903 OF THE PUEBLO COUNTY, COLORADO RECORDS;

THENCE N01°51'30"W ALONG SAID EAST LINE, 83.24 FEET TO THE SOUTHEAST CORNER OF PARCEL "C" OF AFORESAID "VILLA BELLA SUBDIVISION FILING NO. 1"; THENCE CONTINUING N01°51'30"W ALONG THE EAST LINE OF SAID PARCEL "C", 478.05 FEET TO THE NORTHEAST CORNER THEREOF; THENCE CONTINUING N01°51'30"W A DISTANCE OF 48.55 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF ROMA WAY AS SHOWN ON AFORESAID PLAT "VILLA BELLA SUBDIVISION FILING NO. 1";

THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING SEVEN (7) COURSES:
1. THENCE N88°08'27"E A DISTANCE OF 371.20 FEET TO A POINT OF CURVE;
2. THENCE 66.12 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 19°25'43", THE CHORD OF 65.81 FEET BEARS S82°08'42"E TO A POINT OF TANGENT;
3. THENCE S72°25'50"E A DISTANCE OF 447.46 FEET;
4. THENCE S72°26'18"E A DISTANCE OF 130.04 FEET;
5. THENCE 83.45 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 255.00 FEET, A CENTRAL ANGLE OF 18°45'00", THE CHORD OF 83.08 FEET BEARS S82°29'03"E TO A POINT OF TANGENT;

6. THENCE N88°08'27"E A DISTANCE OF 310.25 FEET TO A POINT OF CURVE;
7. THENCE S7°14' FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 970.00 FEET, A CENTRAL ANGLE OF 3°22'30", THE CHORD OF 57.13 FEET BEARS N89°49'42"E TO THE EASTERLY RIGHT-OF-WAY OF LUCCA DRIVE AS SHOWN ON SAID PLAT;

THENCE N01°51'33"W ALONG THE RIGHT-OF-WAY OF LUCCA DRIVE, 1,128.40 FEET TO THE NORTH RIGHT-OF-WAY OF STADIA WAY;
THENCE S88°08'27"W ALONG THE SAID RIGHT-OF-WAY OF STADIA WAY, 494.43 FEET TO THE SOUTHEAST CORNER OF LOT 1 BLOCK 15 OF AFORESAID "VILLA BELLA SUBDIVISION FILING NO. 1"; THENCE ALONG THE EAST LINE THEREOF, 734.57 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,300.00 FEET, A CENTRAL ANGLE OF 32°22'30", THE CHORD OF 724.83 FEET WHICH BEARS N16°01'34"E TO THE NORTHEAST CORNER OF SAID LOT 1 BLOCK 15; THENCE CONTINUING 734.44 FEET ALONG SAID ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,300.00 FEET, A CENTRAL ANGLE OF 3°14'12", THE CHORD OF 73.43 FEET WHICH BEARS N35°49'56"E TO A POINT OF TANGENT;
THENCE N52°27'02"E A DISTANCE OF 34.31 FEET TO THE NORTHERLY RIGHT-OF-WAY OF JOE GARCIA WAY AS SHOWN ON AFORESAID "VILLA BELLA SUBDIVISION FILING NO. 1";

THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:
1. THENCE N54°32'58"W A DISTANCE OF 49.70 FEET TO A POINT OF TANGENT;
2. THENCE 162.50 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 255.00 FEET, A CENTRAL ANGLE OF 36°30'41", THE CHORD OF 159.76 FEET BEARS N72°48'19"W TO A POINT OF TANGENT;
3. THENCE S88°08'27"W A DISTANCE OF 477.61 FEET TO THE WEST RIGHT-OF-WAY LINE OF THUNDERBOWL DRIVE;

THENCE S01°15'18"E ALONG SAID RIGHT-OF-WAY LINE, 80.01 FEET TO THE NORTHEAST CORNER OF PARCEL "D" OF AFORESAID "VILLA BELLA SUBDIVISION FILING NO. 1"; THENCE S88°56'21"W ALONG THE NORTH LINE THEREOF, 553.73 FEET TO THE SECTION LINE COMMON TO SECTIONS 16 AND 17, T20S R65W OF THE 6TH P.M.; THENCE N01°51'35"W ALONG SAID SECTION LINE, 1,755.04 FEET TO THE SECTION CORNER COMMON TO SECTIONS 16 AND 17, T20S R65W OF THE 6TH P.M.; THENCE N00°50'06"E A DISTANCE OF 674.15 FEET TO THE SOUTHEAST CORNER OF PARCEL "I", "WALKING STICK VISTA, FILING NO. 1", RECORDED UNDER RECEPTION NO. 1765211 OF THE PUEBLO COUNTY, COLORADO RECORDS; THENCE N89°09'54"W A DISTANCE OF 854.15 FEET TO THE BOUNDARY LINES OF "WALKING STICK GOLF COURSE" RECORDED UNDER RECEPTION NOS. 879786 AND 993446 OF THE PUEBLO COUNTY, COLORADO RECORDS;

THENCE ALONG SAID BOUNDARY THE FOLLOWING SIX (6) COURSES:
1. THENCE N00°50'06"E A DISTANCE OF 335.60 FEET;
2. THENCE N41°49'52"W A DISTANCE OF 96.75 FEET;
3. THENCE N83°10'49"W A DISTANCE OF 168.30 FEET;
4. THENCE S88°46'19"W A DISTANCE OF 345.78 FEET;
5. THENCE S87°17'19"W A DISTANCE OF 426.43 FEET;
6. THENCE N85°34'14"W A DISTANCE OF 779.49 FEET TO THE SOUTHEAST CORNER OF "WALKING STICK ESTATES, FILING NO. 2", A SPECIAL AREA PLAN, RECORDED UNDER RECEPTION NO. 1065018 OF THE PUEBLO COUNTY, COLORADO RECORDS;

THENCE ALONG THE EASTERLY LINES THEREOF THE FOLLOWING THREE (3) COURSES:
1. THENCE N34°57'26"E A DISTANCE OF 200.52 FEET;
2. THENCE N29°55'58"E A DISTANCE OF 105.85 FEET;
3. THENCE N05°10'45"E A DISTANCE OF 251.20 FEET TO THE SOUTH LINE OF AFORESAID "WALKING STICK VISTA, FILING NO. 1";

THENCE ALONG THE SOUTH LINES THEREOF, 70.28 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 800.00 FEET, A CENTRAL ANGLE OF 5°02'00", THE CHORD OF 70.26 FEET BEARS S87°20'15"E TO A POINT OF TANGENT; THENCE S89°51'15"E ALONG SAID SOUTH LINE, 107.83 FEET; THENCE N00°08'45"E ALONG THE EAST RIGHT-OF-WAY LINE OF MICA STREET, 655.82 FEET TO THE EAST LINE OF THAT 20 FOOT ALLEY AS SHOWN ON SAID PLAT "WALKING STICK VISTA, FILING NO. 1";

THENCE ALONG SAID EASTERLY LINE THE FOLLOWING FIVE (5) COURSES:
1. THENCE N89°51'15"W A DISTANCE OF 60.00 FEET TO A POINT OF NON-TANGENT CURVE;
2. THENCE 129.39 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 308.00 FEET, A CENTRAL ANGLE OF 24°04'11", THE CHORD OF 128.44 FEET BEARS N77°05'43"W TO A POINT OF COMPOUND CURVE;

3. THENCE 446.37 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 280.00 FEET, A CENTRAL ANGLE OF 91°20'25", THE CHORD OF 400.58 FEET BEARS N19°23'25"W;
4. THENCE S88°44'54"E A DISTANCE OF 17.48 FEET;
5. THENCE N33°15'06"E A DISTANCE OF 20.00 FEET;

THENCE N56°44'54"W A DISTANCE OF 179.73 FEET TO THE EAST RIGHT-OF-WAY OF WALKING STICK BOULEVARD; THENCE ALONG SAID RIGHT-OF-WAY, 31.77 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 12°08'11", THE CHORD OF 31.71 FEET BEARS N27°09'15"E TO THE SOUTH RIGHT-OF-WAY LINE OF 4TH STREET AS DEFINED BY WARRANTY DEED RECORDED UNDER RECEPTION NO. 1778753 OF THE PUEBLO COUNTY, COLORADO RECORDS; THENCE N87°28'12"E ALONG SAID RIGHT-OF-WAY, 2,678.91 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 8;

THENCE S00°42'47"W ALONG SAID SECTION LINE, 210.34 FEET; THENCE N88°16'59"E A DISTANCE OF 1,312.80 FEET; THENCE S00°12'48"W A DISTANCE OF 2,642.09 FEET TO THE WEST 16TH CORNER COMMON TO SECTIONS 9 AND 16, T20S R65W OF THE 6TH P.M.; THENCE N88°35'38"E A DISTANCE OF 1,341.23 FEET TO THE QUARTER CORNER COMMON TO SAID SECTIONS 9 AND 16;

THENCE N88°33'57"E A DISTANCE OF 1,341.92 FEET TO THE EAST 16TH CORNER COMMON TO AFORESAID SECTIONS 9 AND 16;

THENCE N88°35'29"E A DISTANCE OF 1,341.69 FEET TO THE SECTION CORNER COMMON TO SECTIONS 15, 16, 21, AND 22; THENCE S89°14'21"W A DISTANCE OF 1,329.12 FEET TO THE EAST 16TH CORNER COMMON TO SECTIONS 16 AND 21; THENCE S89°13'27"W A DISTANCE OF 1,329.48 FEET TO THE SECTION CORNER COMMON TO SAID SECTIONS 16 AND 21; THENCE S89°15'28"W A DISTANCE OF 2,665.71 FEET TO THE SECTION CORNER COMMON TO SECTIONS 16, 17, 20, AND 21, T20S R65W OF THE 6TH P.M. AND THE POINT OF BEGINNING;

SAID PARCEL CONTAINS A CALCULATED AREA OF 33,698.200 SQUARE FEET (773.604 ACRES, MORE OR LESS).

EXCEPTING THEREFROM THE FOLLOWING FOUR (4) PARCELS:

PARCEL 1: THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (NW 1/4 SW 1/4 NE 1/4) AND THE NORTHERLY 2.08 ACRES OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW 1/4 SW 1/4 NE 1/4) OF SECTION 16.

SAID PARCEL 1 CONTAINS A CALCULATED AREA OF 528.455 SQUARE FEET (12.132 ACRES, MORE OR LESS).

PARCEL 2: LOTS 41 TO 46, INCLUSIVE, IN BLOCK 7, MANHATTAN PARK RECORDED UNDER RECEPTION NO. 32484 OF THE PUEBLO COUNTY, COLORADO RECORDS, TOGETHER WITH THAT PORTION OF 1/2 OF VACATED CATARACT AVENUE ADJOINING SAID LOTS AND WITH 1/2 OF VACATED HAWTHORNE STREET ADJOINING LOT 46 AND 1/2 OF VACATED ALLEY ADJOINING SAID LOTS BETWEEN VACATED CATARACT AVENUE AND VACATED MOUNTAIN VIEW AND VACATED HAWTHORNE STREET AND VACATED WALNUT STREET, LYING IN WEST HALF OF THE SOUTHWEST QUARTER (W 1/2 SW 1/4) OF SECTION 8.

SAID PARCEL 2 CONTAINS A CALCULATED AREA OF 31,490 SQUARE FEET (0.723 ACRES, MORE OR LESS).

PARCEL 3: LOTS 1 TO 11, INCLUSIVE, IN BLOCK 16, LOTS 1 TO 34, INCLUSIVE, IN BLOCK 17, LOTS 1 TO 28, INCLUSIVE, IN BLOCK 18, LOTS 1 TO 6, INCLUSIVE, IN BLOCK 19, LOTS 1 TO 8, INCLUSIVE, IN BLOCK 20, PARCEL "E", AND PARCEL "G", TOGETHER WITH THAT PORTION OF ROMA WAY RIGHT-OF-WAY LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF BERGAMO DRIVE, THAT PORTION OF TORINO WAY RIGHT-OF-WAY LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF BERGAMO DRIVE, THAT PORTION OF VISTA BELLA LANE RIGHT-OF-WAY LYING SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF RAWLINGS BOULEVARD, AND ALL OF THE RIGHTS-OF-WAY OF BELLA NORTE DRIVE, BELLA TERRA DRIVE, AND BELLA LUNA LANE, ALL IN VILLA BELLA SUBDIVISION, FILING NO. 1 RECORDED UNDER RECEPTION NO. 1805424 OF THE PUEBLO COUNTY, COLORADO RECORDS.

SAID PARCEL 3 CONTAINS A CALCULATED AREA OF 1,047,063 SQUARE FEET (24.037 ACRES, MORE OR LESS).

PARCEL 4: LOTS 1 TO 28, INCLUSIVE, IN BLOCK 21, LOTS 1 TO 16, INCLUSIVE, IN BLOCK 22, TOGETHER WITH THAT PORTION OF MILANO WAY RIGHT-OF-WAY LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF BERGAMO DRIVE, THAT PORTION OF NAPOLI WAY RIGHT-OF-WAY LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF BERGAMO DRIVE, AND ALL OF THE RIGHT-OF-WAY OF AVANTI COURT, ALL IN VILLA BELLA SUBDIVISION, FILING NO. 1 RECORDED UNDER RECEPTION NO. 1805424 OF THE PUEBLO COUNTY, COLORADO RECORDS.

SAID PARCEL 4 CONTAINS A CALCULATED AREA OF 214,718 SQUARE FEET (5.549 ACRES, MORE OR LESS).

SAID PARCELS CONTAINING AN ADJUSTED CALCULATED AREA OF 31,849,473 SQUARE FEET (731.163 ACRES, MORE OR LESS).

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 16, T20S, R64W OF THE 6TH P.M., PUEBLO COUNTY, COLORADO, BEING MONUMENTED AT THE SECTION CORNER COMMON TO SECTIONS 16, 17, 20, AND 21 WITH A 3 1/2" ALUMINUM CAP STAMPED "ACS T20S R64W S17 S16 S20 S21 2009 LS 38061" FROM WHENCE THE QUARTER CORNER COMMON TO SECTIONS 16 AND 21 BEING MONUMENTED BY A 3 1/2" ALUMINUM CAP STAMPED "ACS T20S R64W S16 S21 1/4 2009 LS 38061" BEARS N89°15'26"E A DISTANCE OF 2,665.71 FEET.

THE RESIDENCES AT VILLA BELLA



707 17th Street, Suite 3150
Denver, CO 80202
Contact:
Phone: (303) 572-0200

ZONING MAP

January 6, 2025

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday January 8th, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:38 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Regina Maestri, Christopher Pasternak, Alexandra Aznar, Lisa Bailey, and 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; Mikaylin Hackley, Planner; Hannah Prinzi, Planner

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to approve the agenda as amended, seconded by Maestri.

Motion Passed: 7-0

Public Meeting:

5. Z-24-06 Rezone: Amendment to the Villa Bella Planned Unit Development, to include land recently acquired and annexed by the applicant and amendments to the residential development standards, total land area included is 760.8 acres. Rezone area is generally located east of CSU-P and north of Cesar Chavez Blvd. Staff report by Beritt Odom, Principal Planner *Continued from December 11, 2024*

Hearing: Applicant Jason Alwine was sworn in and spoke in support of the application. No one spoke in opposition.

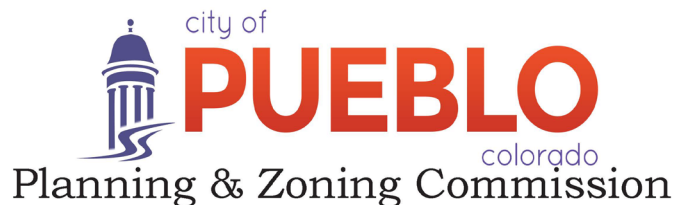
Commission Action: Bailey moved to recommend the (type of) application with staff conditions 1-5 to Council, seconded by Maestri.

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-24-06

TO: City of Pueblo, Planning and Zoning Commission

FROM: Beritt Odom, Principal Planner

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

DATE: January 8, 2025

SUBJECT: The Residences at Villa Bella, Planned Unit Development (Amending portions of the Villa Bella Planned Unit Development)

APPLICANT: Jason Alwine, Matrix Design Group

PROPERTY OWNER: Caleb Development/Lorson North Land Corp, Eagle Development

LOCATION: Generally located in Sections 16 and 17, east of CSU-Pueblo and north of Highway 47

EXISTING ZONE: Villa Bella, Planned Unit Development, Walking Stick Vista PUD, Pueblo County A-1

PROPOSED ZONE: The Residences at Villa Bella, Planned Unit Development

CONCURRENT REQUESTS: A-23-04, A-23-05, A-23-06 Villa Bella Annexations 1-3

REQUEST:

The applicant is requesting to amend regulatory provisions of the Villa Bella Planned Unit Development Guide and the land area included in the Villa Bella Planned Unit Development to reflect the proposed residential development and the three Villa Bella Annexations, which comprise approximately 731.1 total acres. The amended Villa Bella Planned Unit Development will be titled "The Residences at Villa Bella" to distinguish between the primarily residential development within the proposed PUD land area and the existing commercial and residential development contained within the original Villa Bella PUD land area.

BACKGROUND AND STAFF REVIEW:

December 12, 2007, the Planning and Zoning Commission recommended approval of the Villa Bella Planned Unit Development and rezoning. City Council approved the Villa Bella PUD in January 2008, providing general design standards for the property. On January 25, 2017, the Thunder Village Urban Design Plan was approved by the Planning Zoning Commission, which established additional development design guidelines for portions of the development. In 2021, the Villa Bella PUD Development Guide was amended to allow new architectural trends, streamline the development process, and provide increased opportunities for single-family detached residential development (Ordinance 9938).

The current applicants purchased four land areas that are contiguous with the Villa Bella PUD area, which include:

1. The eastern portion of Walking Stick Vista, approximately 104 acres (between Vision Hills Parkway and Villa Bella Blvd.)
2. First Addition to Villa Bella Annexation to the City of Pueblo, 8.018 acres of an existing enclave located north of Rawlings Blvd.
3. Second Addition to Villa Bella Annexation to the City of Pueblo, 10.094 acres of an existing enclave located north of Rawlings Blvd.
4. Third Addition to Villa Bella Annexation to the City of Pueblo, 79.637 acres located east of the eastern portion of Walking Stick Vista and north of the future extension of Walking Stick Blvd.

The proposed Residences at Villa Bella Planned Unit Development zone district will provide residential zoning regulations for the undeveloped portions of the original Villa Bella development area, the newly acquired land, and annexed lands, noted above totaling 731.1 acres.

Analysis of the Villa Bella, Master Plan, Planned Unit Development, First Amendment:

Per the Planned Unit Development Zone District Regulations, a development guide has been submitted which contains all of the necessary information as required by Section 17-8-6 of the Pueblo Municipal Code.

Previously, the PUD Development Guide included provisions for commercial, mixed-use, urban residential, and suburban residential development. The primary land uses within the Residences at Villa Bella are residential with limited provisions for other uses generally associated with residential development such as community centers, schools, childcare, student housing, religious assemblies, wireless communication facilities, and limited home occupational uses.

The PUD contains provisions for single-family development on narrow lots, creating a dense residential fabric with a maximum 3,545 dwelling units.

Proposed Lot Width and areas:

- Single-family detached, minimum 35-ft. lot width, and minimum 2,600 sq. ft. lot area
- Single-family attached, no lot width or area minimums are noted in the PUD Development Guide. Lot width and area minimums for two-family/duplex developments may apply or the standards could be set with a PUD Site Plan review through the Planning and Zoning Commission.
- Two-family, duplex, minimum 50-ft. lot width, and minimum 3,500 sq. ft. lot area
- Multifamily, one structure containing three or more dwelling units, minimum 70-ft. lot width, and minimum 1,000 sq. ft. of lot area per dwelling unit
- Townhomes, minimum 15-foot lot width, and minimum 1,000 sq. ft. of lot area per dwelling unit.

With the proposed amendments, the gross density will be approximately 4.84 units per acre, which aligns with the five units per acre maximum density allowed within the Suburban Neighborhood Future Land Use Category as prescribed by the Pueblo Regional Comprehensive Plan. Section 3 of the PUD Development Guide, “Building Controls,” allows for greater density within multifamily developments. The PUD proposes that greater densities be approved by the Planning and Zoning Commission through a Special Use Permit. Staff recommends that the Development Guide be amended to allow review of greater densities through a PUD Site Plan review and approval with the Planning and Zoning Commission.

Signs:

The previously adopted version of the PUD regulated commercial signs as follows:

- Commercial parcels conform with the B-4 zone standards,
- Multifamily conform with the R-5 standards
- And the remaining residential parcels conform with the R-2 standards.

The proposed PUD Development Guide no longer includes strictly commercial land use areas and will be amended as follows:

- Single-Family Detached residential development must comply with the R-2 Zone District standards for signs.
- Single-Family Attached Residential development must comply with the R-2 Zone District standards for signs.
- Multi-Family Residential development must comply with the R-5 Zone District standards for signs.

The proposed PUD Development Guide does not include sign regulations for educational, community, or religious assembly development and uses. Staff recommends that the development guide include language stating that signs for such uses will be reviewed and approved through the PUD Site Plan process.

Landscaping:

Landscaping will be required in the medians of arterial right of ways, multifamily development sites must dedicate 20-percent of the site to landscape open space, and community use development sites (churches and schools) must conform with the municipal landscape code. Both multifamily developments and community use developments will be reviewed by the Planning Commission for compliance with the PUD and municipal code provisions prior to approval of a building permit. According to the PUD Development Guide, landscaping will be designed to achieve the City's western water-wise landscape objective and a reduction in stormwater run-off. "Low Impact Development" (LID) techniques will be incorporated into the landscape design.

Parks, Trails, and Open Space:

The proposed Residences at Villa Bella will include two types of developed park, pocket parks and one neighborhood park. On and off-street trails and open space will also be provided within the development area; however, the proposed PUD Development Guide does not include a requirement for open space minimum area dedication due to the open space naturally occurring within the existing arroyos. The owner/developer of a subdivision will dedicate and construct on and off-street trails to provide multimodal connections within and between neighborhoods at the time of subdivision. Neighborhood trails will be owned and maintained by a Special District, Metropolitan District, or Homeowners Association. Regional trails, identified in the City of Pueblo Bike and Pedestrian Plan, will be constructed by the owner/developer or Metropolitan District; the City will take ownership and maintenance responsibility of the regional trails once they are constructed.

The naturally occurring open space corridors, which overlay the existing arroyos, will be preserved and maintained through a Special District, Metropolitan District, or Homeowners Association. At the time of subdivision, the open space will be designated, and any improvements constructed within the open space corridors, including off-street trails, will be the responsibility of the owner/developer of the subdivision.

Pocket Parks will range in size from a quarter acre to 3.5 acres and will be dedicated at the time of subdivision at a rate of .00034 acres per dwelling unit. Pocket parks are intended to serve residents within a half mile of each park and may include the following amenities:

- Playground equipment,

- Landscaping,
- Picnic areas,
- Small shelters,
- Turf,
- Irrigated landscaping

The pocket parks will be constructed by the developer and owned/maintained through a Special District, Metropolitan District, or Homeowners Association.

A minimum eight-acre Neighborhood Park will be dedicated within the south-central portion of the PUD land area, generally located south of Rawlings Blvd. and east of the Villa Bella, Filing No. 1, Subdivision. The park will be dedicated at the time of subdivision and is intended to serve the entire Residences at Villa Bella population. The neighborhood park will be designed and constructed in phases by the owner/developer. Completed portions of the park will then be dedicated to the City of Pueblo, and the City will be responsible for ongoing maintenance and improvements within the park. Neighborhood Park amenities may include:

- Playground equipment,
- Sport courts,
- Landscaping,
- Picnic areas,
- Informal fields,
- Shelters,
- Turf,
- Landscaping and irrigation,
- Trails

CHARACTER AND COMPATIBILITY:

□ Site Character:

The property is partially developed with single-family residential uses; the remaining portions of the land area remain unimproved.

□ Neighborhood Compatibility:

- | | |
|-------|--|
| North | • A-1, County Agricultural One, undeveloped |
| East | • A-1, City Agricultural One, undeveloped |
| South | • B-4, Central Business District, undeveloped |
| | • R-5, Multiple Residential and Office District, undeveloped |
| | • A-1, City Agricultural One, undeveloped |
| West | • Villa Bella PUD, Thunder Village Commercial Areas |
| | • S-1 Governmental Use, Colorado State University – Pueblo |

□ Comprehensive Plan Compliance:

The project site has been designated by the Pueblo Comprehensive Plan as Suburban Neighborhood. According to the Pueblo Comprehensive Plan, Suburban Neighborhoods are predominately single-family detached and attached homes on similarly-sized lots, and future development accommodates a similar mix of lot sizes and housing types. New neighborhoods should be designed with a mix of housing types and pedestrian and bicycle connectivity within and between neighborhoods. The proposed PUD allows for a mix of housing types: detached residential, attached residential, townhomes, and multifamily developments. The PUD also contains provisions for on-street and off-street trails to provide multimodal connectivity. Optimal densities within Suburban Neighborhoods are two to five dwelling units per acre. The PUD Development Guide proposes 3,545 maximum dwelling units within the 731.1 acres land area, resulting in a gross density of approximately 4.84 units per acre, which aligns with the five units per acre maximum density allowed within the Suburban Neighborhood Future Land Use Category.

The proposed PUD Development Guide Amendment appears to be consistent with the Comprehensive Plan Provisions.

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:

□ **Minimum lot size and area:**

The 731.1-acre parcel is larger than the 5-acre minimum requirement of the PUD Zone District.

FINDINGS OF FACT REQUIRED PER §17-8-11 OF THE PUEBLO MUNICIPAL CODE

Municipal Code specifies five (5) criteria to be evaluated in conjunction with a PUD application. The Planning and Zoning Commission, before recommending that any property be zoned to a PUD Zone District, shall make the findings concerning the following:

- (1) The PUD and Development Guide are compatible with the surrounding neighborhood and the proposed uses are not incompatible to the uses to which the surrounding area is restricted.**

Staff Analysis of Finding #1

In review of this application, Staff has worked with the applicant to ensure that the proposed residential developments are compatible with their respective neighborhoods. A detailed listing of the specific land uses, which are allowed by right and by special review, are found in the Development Guide. Staff has reviewed the uses, which consist of residential and community-oriented uses and have determined that the permitted land uses are compatible with the surrounding neighborhood. The project area is adjacent to the CSU-Pueblo campus to the west and undeveloped land to the north and east.

- (2) The PUD and Development Guide are in accord and in harmony with the Comprehensive Land Use Plan and are being done for the public good; that is, to serve one (1) or more goals of the Comprehensive Plan and enable legislation and thereby bear a relationship to the public health, safety or general welfare.**

Staff Analysis of Finding #2

The project site has been designated by the Pueblo Comprehensive Plan as Suburban Neighborhood. According to the Pueblo Comprehensive Plan, Suburban Neighborhoods are

predominately single-family detached and attached homes on similarly-sized lots, and future development accommodates a similar mix of lot sizes and housing types. New neighborhoods should be designed with a mix of housing types, and pedestrian and bicycle connectivity within and between neighborhoods. The proposed PUD allows for a mix of housing types: detached residential, attached residential, townhomes, and multifamily developments. The PUD also contains provisions for on-street and off-street trails to provide multimodal connectivity. Optimal densities within Suburban Neighborhoods are two to five dwelling units per acre. The PUD Development Guide proposes 3,545 maximum dwelling units within the 731.1-acre land area, resulting in a gross density of approximately 4.84 units per acre, which aligns with the five units per acre maximum density allowed within the Suburban Neighborhood Future Land Use Category.

(3) The PUD and Development Guide would encourage an appropriate use of land.

Staff Analysis of Finding #3

The PUD Guide includes provisions for a mixture of residential development and supportive community uses, such as community centers, schools, and religious institutions. Due to the development's proximity to the CSU-Pueblo campus, the westerly portion of the property includes provisions for higher density multi-family and single-family housing. Staff has reviewed the Development Guide and has determined that it will encourage an appropriate use of the property.

(4) The PUD and Development Guide would not be so injurious to surrounding properties to the extent of depriving neighboring property owners of any reasonable use of their property.

Staff Analysis of Finding #4

The Residences at Villa Bella PUD limits uses to residential and community uses. Homes and buildings will be appropriately setback, and lighting must conform to the municipal dark sky regulations. All multifamily and community developments will be reviewed and approved by the Planning and Zoning Commission as part of the Site Plan review process. The proposed development is not anticipated to have an injurious impact to surrounding properties to the extent of depriving neighboring property owners of any reasonable use of their property.

(5) All land contained in the PUD District is within the City, proper notice was sent to surrounding property owners, and the required public hearing was held.

Staff Analysis of Finding #5

All of the land area is within the City of Pueblo and proper notice has been sent by the Department of Land Use Administration to surrounding property owners and the public hearing will be held during a regularly scheduled Planning and Zoning Commission meeting.

RECOMMENDED ACTION:

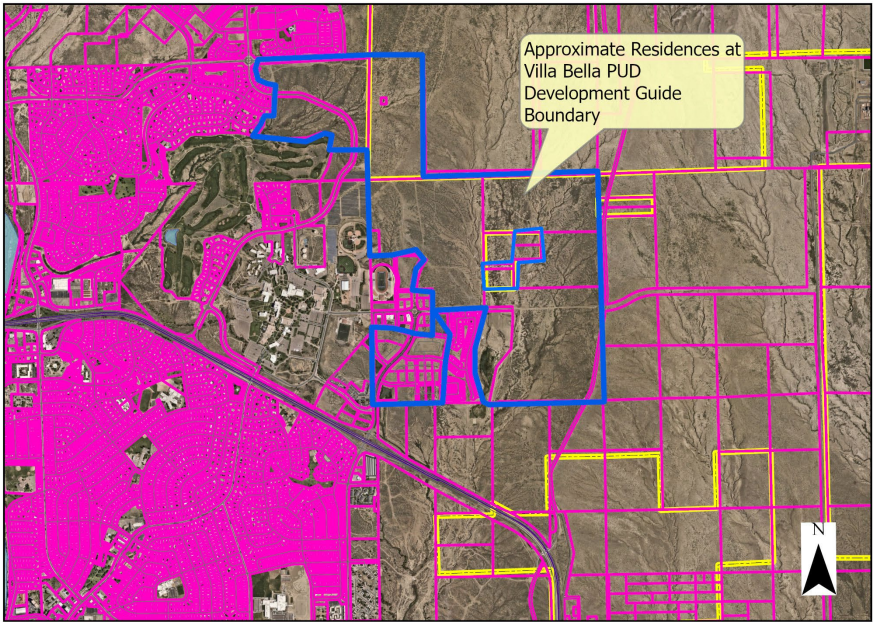
Staff recommends the Planning and Zoning Commission make a recommendation to City Council that the zoning map amendment be **APPROVED** with the following conditions:

1. Remove provisions for stormwater management facilities in the Neighborhood Park, "Section 2. NEIGHBORHOOD PARK," (p.15).

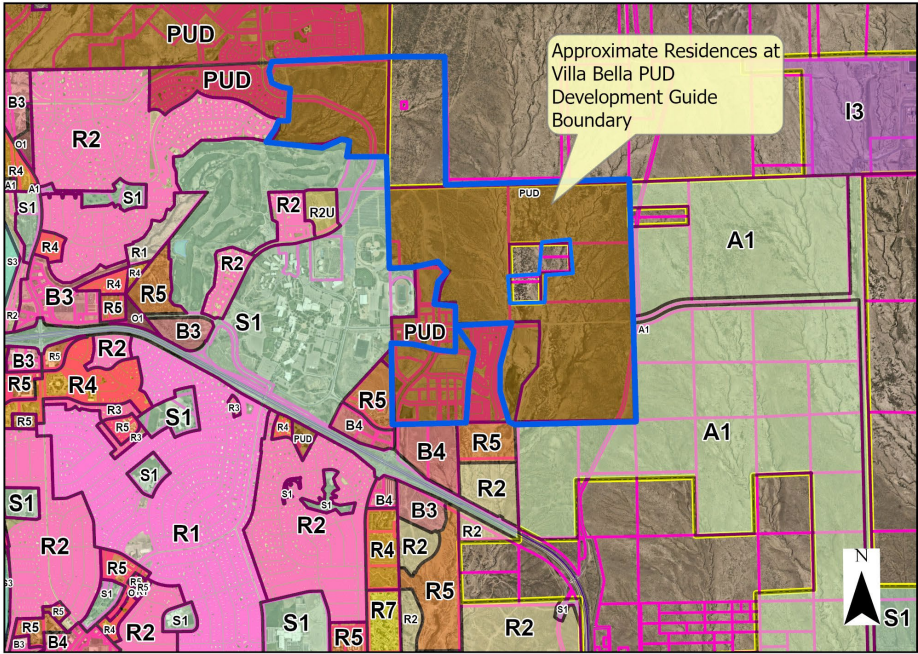
2. Amend footnote number four to allow greater density through a PUD Site Plan review rather than a Special Use Permit, (p.18)
3. Staff recommends that the development guide include language stating that signs for educational, community, and religious developments will be reviewed and approved through the PUD Site Plan process.
4. Amend Section 6 to clearly state that single-family residential development, consisting of one dwelling unit per lot, may be exempt from the PUD Site Plan requirement; as long as the proposed development meets all applicable regulations in the Residences at Villa Bella, Planned Unit Development Guide, December 16, 2024.
5. If amendments are necessary, the Residences at Villa Bella, Planned Unit Development Guide legal description must be amended prior to City Council review.
6. Amend the proposed PUD Development Guide according to the redline comments provided by Andrew Hayes, Public Works Director, December 27, 2024.

ATTACHMENTS:

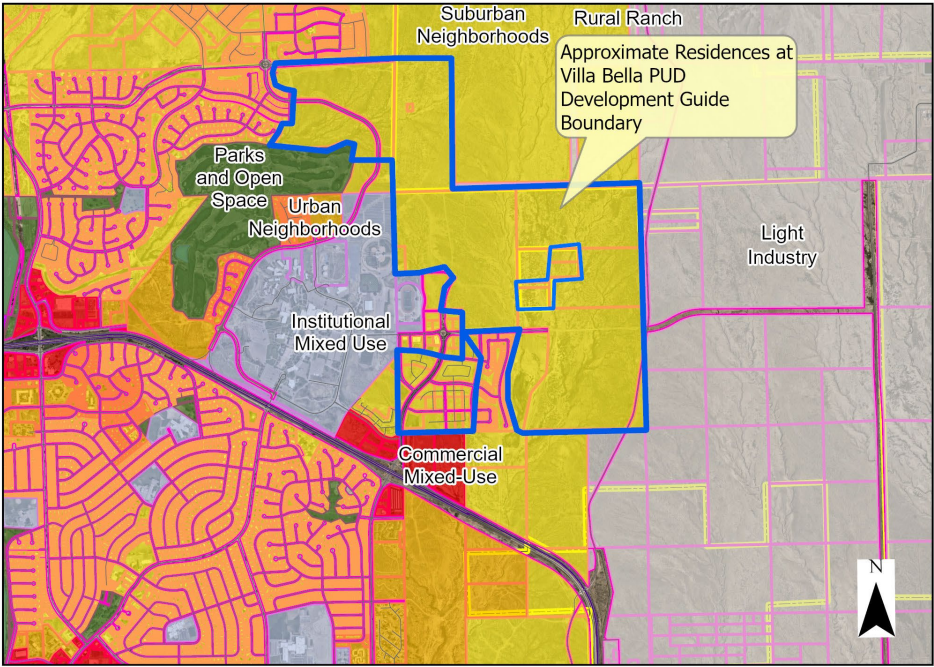
- A. Aerial Map
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photograph
- E. Application
- F. Development Guide and Exhibits
- G. Andrew Hayes, Public Works Director, Comments, December 27, 2024



Aerial Map



Zoning Map



Comprehensive Plan Map



Public Notice



View of Residences at Villa Bella site looking northeast from Rawlings Blvd.



View of Residences at Villa Bella site looking east from Rawlings Blvd.



The Residences at Villa Bella

A Mixed-Use Development in the City of Pueblo, Colorado

February 10, 2025

Statement of Intent

The Residences at Villa Bella (Villa Bella) is envisioned to be a 731.1-acre residential community. It is located directly east of the Colorado State University – Pueblo campus, generally north of State Highway 47, and west of Baculite Mesa Road. The 731.1-acre site supports a diversity of housing types that are supportive of City of Pueblo's 2022 Regional Comprehensive Plan.

The intent of this Planned Unit Development application is to allow flexibility in the development of this land; improve the design character and quality of the development; support adjacent commercial such as the Thunder Village Commercial Center and Colorado State University Pueblo; preserve natural and scenic features; create a fluid transition of land to other zone districts; and grant diversification in the location of structures and site qualifications while ensuring adequate standards relating to public health, safety, welfare, comfort, and convenience.

This document serves as the Planned Unit Development Zone District Application for Villa Bella, and includes the Development Guide with Project Narrative, the PUD Development Plan, and Supplemental Information.

Prepared by:

Matrix Design Group
2435 Research Pkwy STE 300
Colorado Springs, CO 80920
(719)575-0100

Table of Contents

Topic	Page
i Statement of Intent	i
ii Table of Contents.....	ii
I DEVELOPMENT GUIDE	1
A. PROJECT NARRATIVE	1
1. GOALS AND OBJECTIVES	4
2. SOCIAL, ENVIRONMENTAL, AND PUBLIC FACILITIES IMPACT	4
a. Social Impact.....	4
b. Environmental Impact.....	5
c. Public Facility Impact	6
3. DEVELOPMENT SCHEDULE.....	6
4. SEPARATION OF RIGHTS	6
5. OWNERSHIP INFORMATION	6
6. SITE PLAN EXEMPTION.....	6
7. SITE SIGNAGE.....	7
B. DEFINITIONS	7
C. LEGISLATIVE INTENT	10
D. APPLICATION.....	10
E. AUTHORITY	11
1. ADOPTION	11
2. RELATIONSHIP TO CITY REGULATIONS	11
3. ENFORCEMENT	11
4. UPDATES AND AMENDMENTS	11
F. CONTROL PROVISIONS	12
1. CONTROL OVER USE	12
2. DEVELOPMENT STANDARDS	12
A. Single-Family Detached Residential (SFD)	12
B. Single-Family Attached Residential (SFA).....	13
C. Multi-Family Residential (MF)	13
D. Stormwater Management.....	14
E. Parks.....	14
F. Trails and Open Space.....	16
3. BUILDING CONTROLS	18
Residential Building Controls – Multi Family	18
Residential Building Controls – Single Family.....	18
4. TABLE OF LAND USE CONTROLS	20
5. ROADWAY STANDARDS	22

Major Arterial.....	22
Minor Arterial #1	23
Mixed Use Collector #1	24
Mixed Use Collector #2	25
Local Street.....	26
6. SPECIAL URBAN DESIGN FEATURES.....	27
A. Primary Entry Features	27
B. Round-A-Bout Features	28
C. Minor Intersections.....	28
D. Median, Right-of-Way and Setback Landscaping.....	28
G. LEGAL DESCRIPTION.....	29
III DEVELOPMENT PLAN EXHIBITS	
General Location Map:	
Zoning Map:	
Topography Map:	
Land Use Map:	
Circulation Plan:	
Trail Use Map:	

I DEVELOPMENT GUIDE

A. PROJECT NARRATIVE

Introduction

The name Villa Bella, when translated, is interpreted to mean beautiful village or beautiful home. As the name suggests, Villa Bella is a beautifully designed mixed-use planned residential located on a 731.1-acres undeveloped section of land in the northeast quadrant of the City of Pueblo. It is north of State Highway 47, east of the Colorado State University-Pueblo campus, and west of Baculite Mesa Road. Topographically, the property falls from north to south and is located in the upper end of the East Dry Creek drainage basin. The area is distinguished by the Dry Creek arroyo which traverses north to south through the center of the property. The whole property generally drains into this arroyo.

Villa Bella PUD encompasses a series of land use parcels which accumulate to approximately 731.1-acres. This development is designed to uniquely complement the proposed and existing adjacent land uses. The land use categories include Suburban Neighborhood (SN), Urban Neighborhood (UN), Trails & Open Space (T&OS), Park (PK), and Road (ROW). This land use mix is designed to create a sustainable neighborhood supportive of students, faculty, workers, and active lifestyles.

Urban Neighborhood residential uses of the Villa Bella PUD border the western boundary of the existing Walking Stick residential development and then extend east and south to the northern boundary of the Colorado State University-Pueblo Campus and along the eastern and southern edge of the Thunder Village Commercial Center. The PUD then reaches from Thunder Village to Baculite Mesa Road. The southern boundary of Villa Bella PUD stretches from the intersection of Alamosa Drive and Troy Avenue to Baculite Mesa Road.

Land use categories within Villa Bella are limited to mixed density residential, parks, detention and recreational uses. Residential densities are organized such that high densities are positioned around Thunder Village. This will enable them to support the adjacent high intensity commercial land uses. From Thunder Village, Villa Bella transitions to medium density and then low density adjacent to existing low residential density in the City of Pueblo and existing low density in the County.

The City of Pueblo's long range regional trail master plan includes trail connections throughout this development. These corridors include both paved and unpaved trails within the Northeastern portion of Colorado State University's-Pueblo Campus, Walking Stick, and future development to the northeast. The Villa Bella community intends to incorporate these trails into its residential community as part of its comprehensive trail and open space network.

Approximately 97-acres of proposed annexation parcels and 105-acres of Walking Stick residential development will be incorporated into the Villa Bella PUD. These areas will be developed under the Villa Bella design guidelines.

Two major roadway corridors intersect within this development. Troy Avenue, a major arterial, provides access to the neighborhood from State Highway 47 and runs north-south through the neighborhood. Rawlings Boulevard runs east-west through the neighborhood. This road is designed as a Minor Arterial and will serve as the primary access from Troy Avenue to the University. East of Troy it serves as a connection to the residential development. Walking Stick Boulevard is a north-south minor arterial road that connects SH-47 to Vision Hills Parkway. Walking Stick Boulevard provides one lane in each direction in the vicinity of the project. Vision Hills Parkway is an east-west minor arterial roadway planned at the northern boundary of the project. Rawlings Boulevard is an east-west minor arterial roadway that currently exists through Thunder Village, outside the property boundary, connecting Troy Avenue to Bartley Boulevard. Future Rawlings Boulevard will begin at the Troy Avenue round-a-bout and then connect eastward, as a minor arterial, through Baculite Mesa Road and to the eastern property boundary. Villa Bella Boulevard is proposed as an east-west collector connecting Walking Stick Boulevard through Baculite Mesa Road and to the eastern property boundary. Baculite Mesa Road is proposed as a north-south collector connecting Alamosa Boulevard to the northern property boundary. Additional collector roadway segments are proposed both north-south and east-west as illustrated on the included circulation plan.

The Thunder Village Commercial Center is located at the intersection of Troy Avenue and Rawling Boulevard and runs west to the University. Uses of Thunder Village will complement and create the interface between the University and the Villa Bella residential communities. Thunder Village is designed to enhance campus life, create retail opportunities

for businesses marketing to students, and provide retail convenience for the residents of the surrounding neighborhoods.

Thunder Village is buffered by Urban Neighborhood uses within the Villa Bella development. The remaining Villa Bella development will be Suburban Neighborhood reaching from just outside of Thunder Village to the north and west where it adjoins the Walking Stick residential development. Suburban Neighborhood Residential uses then stretch from just east of Troy Avenue to Baculite Mesa Road and south to Business and Historic Business Zone uses along Highway 47. Villa Bella is designed as an active lifestyle neighborhood that includes on and off-street trails, open space, a neighborhood park, and pocket parks within roughly a ½ mile radius of each other. The trail network, parks and open spaces will be designed to create an inclusive network throughout the community.

Baculite Mesa Drive serves as a major north-south connection within the far eastern reaches of the development with potential for future connections to the north. The primary east-west roadway will be Rawlings Boulevard extending to Baculite Mesa Drive connecting this development to Thunder Village and the University.

A secondary east-west major roadway corridor is Villa Bella Boulevard. Villa Bella Boulevard intersects with Walking Stick Boulevard at the round-a-bout and travels eastward eventually intersecting with Troy Avenue and terminating at Baculite Mesa Drive. Villa Bella Boulevard links much of the residential development along the northern portions of Villa Bella and Walking Stick development to each other. Residential development within Villa Bella includes approximately 484.3-acres of Suburban Neighborhood Residential housing and approximately 56-acres of Urban Neighborhood Residential housing which is placed adjacent to the Thunder Village area.

The primary recreational feature within Villa Bella is a centralized neighborhood park. This park has the opportunity to include developed park space, trail corridors, and natural open space. The park is framed by two main branches of the East Dry Creek Arroyo, which run from north to south through the community creating the eastern and western boundaries of the park. Additional open space is positioned along both east and west branches of the arroyos. Together the park area and arroyos will create a buffer from the adjoining residential developments and will serve as corridors for the East Dry Creek Regional Trail corridor. Off-street pedestrian trails will be created along the arroyos and will serve as a pedestrian connection to the park, regional trail system, and surrounding neighborhoods.

The Dry Creek Regional Trail will run north-south through Villa Bella, paralleling the Dry Creek Arroyo and the park. This off-street trail system, and the connecting on-street trail system along Rawlings and Villa Bella Boulevard, will provide access to the park for all residential developments within Villa Bella. The East Dry Creek Regional Trail is designed to join with the Arkansas River Regional Trail System, linking Villa Bella to the City's trail system and the regional Front Range Trail.

1. GOALS AND OBJECTIVES

The goal of the Villa Bella PUD is to create a uniquely different Community that embraces its proximity to Colorado State University-Pueblo. This goal will be actualized through the creation of neighborhoods that establishes a sense of community, adds value to the University, supports local businesses, supports diversity of housing choices in the area, celebrates the unique natural environment and creates a healthy active living environment within the City of Pueblo.

The objectives to accomplish this goal are through the use of the PUD Zone District, which will allow for flexible development standards. This will enable for increased sensitivity to development around natural and scenic features, a greater diversity in housing choices, and increased densities to support adjacent land uses such as Colorado State University-Pueblo and the Thunder Village Commercial Center.

2. SOCIAL, ENVIRONMENTAL, AND PUBLIC FACILITIES IMPACT

a. Social Impact

Villa Bella is designed to be a livable community that includes a diversity of residential housing types. It is designed to support the surrounding neighborhood, commercial developments and anticipated growth of Colorado State University Pueblo. Villa Bella will provide additional and needed housing choices for University students, workers and faculty. Parks and open spaces within Villa Bella will provide active and passive parks, and open space corridors that will accommodate residents within the neighborhood and regional area.

School impact of Estimated Villa Bella Population				
Maximum Dwelling Units	3,545			
Estimated Population per dwelling unit	2.5	Based on Pueblo County average		
Total Villa Bella Population at build out.	8,863	$3545 \times 2.5 = 8,863$		

	K-12		
Pueblo County Estimates of Students per dwelling unit:	0.40		
Estimated Student Populations in Villa Bella	1,418 students		

The development is within School Districts 60 and 70. However, due to the proximity to the University and the unique urban environment created in Thunder Village, two charter schools that have an existing educational relationship with the University have expressed interest in locating a facility in the Thunder Village area. The construction of a kindergarten through 12th grade charter school within this neighborhood will lessen any impact on School District 60 and 70.

b. Environmental Impact

There are no known threatened or endangered species or their habitats, environmental hazards, or cultural resources on the property.

The objectives of the storm water management within Villa Bella PUD is to develop a storm water management and design strategy that is integrated with the Villa Bella land uses and achieves multiple outcomes including:

1. Reduce runoff and peak flows through watershed level detention measures and at the site level by minimizing the amount of impervious cover;
2. Improve water quality and protect aquatic habitat utilizing site level erosion and sediment control and best management practices, and at the watershed level by integrating esthetically pleasing storm water treatment within the Special Urban Design Features, active and passive parks and open space corridors; and
3. Maintain and enhance the pre-development hydrologic regime of the East Dry Creek arroyo through the use of low impact development techniques that add value to Villa Bella and minimizing drainage infrastructure costs.

These objectives will be accomplished through a multilayered process which will utilize several design strategies targeting different storm water management issues based upon a site assessment identifying the unique characteristics of each situation. Watershed level issues are addressed in the Villa Bella Master Drainage Report and at the time of subdivision.

c. Public Facility Impact

Public Facilities include roadway, sanitary sewer, drainage improvements, and parks and trails, which will all be constructed as a part of the development. These improvements will be funded and constructed, per City Ordinance in effect at the time, as a part of the subdivision process. This method of funding and constructing public improvements will ensure that the necessary public facilities required to support this development will be constructed in a timely manner and will minimize any impact on public facilities outside the neighborhood.

3. DEVELOPMENT SCHEDULE

Commencement of construction for the approved Villa Bella PUD was April 2008. This included the construction of Thunder Village, commercial uses around Colorado State University and approximately 100 detached and attached single family homes southeast of Rawlings Boulevard and Newpark Lane.

Construction will continue as market conditions and local economy allow. Phasing will coordinate and be determined by the existing and future Subdivision Filings and Subdivision Improvement Agreements.

4. SEPARATION OF RIGHTS

There is no identified separation of mineral rights, water rights, air rights, development rights, or other such rights that may directly or indirectly affect the land.

5. OWNERSHIP INFORMATION

The Villa Bella Planned Unit Development has an ownership makeup of the following:
 Eagle Development Company / Caleb Development LLC / Lorson N. Land Corp
 212 N Wahsatch Ave STE 301
 Colorado Springs, CO 80903

6. SITE PLAN EXEMPTION

The Planning and Zoning Commission addresses site plan issues during approval. Single-family homes with one unit per lot may be exempt from the PUD Site Plan requirement if they comply with all regulations in the Residences at Villa Bella, Planned Unit Development Guide, as amended.

Refer to section Authority E.4 below for more information regarding amendments to this PUD Development Guide.

7. SITE SIGNAGE

Sign regulations within the Residences at Villa Bella PUD are as follows:

- a. Single-family residential development shall comply with Pueblo Municipal Code Standards for the R-3, One and Two-Family Residential Zone District.
- b. Multifamily residential development shall comply with the Pueblo Municipal Code Standards for the R-5, Multiple-residential and Office District.
- c. All non-residential, educational, community, and religious developments signage shall be reviewed and approved through the PUD Site Plan process.
- d. Signs must not obstruct traffic visibility or public safety and should be positioned at a minimum distance from the roadway. Illuminated signs are permitted, provided they do not cause glare or distraction to drivers and pedestrians.

B. DEFINITIONS

These definitions are provided for clarification of uses proposed by the Development Guide. Unless otherwise stated herein, all provisions of and definitions of the Pueblo Municipal Code shall apply.

- a. **Cluster Development:** Developments that are specifically intended to facilitate and encourage unique or inventive development ideas by allowing exceptions to traditional lot configuration, minimum set back, lot width and depth, traffic access ways, interior circulation ways, and parking and loading spaces.
- b. **Double Frontage Lot:** See Through Lot definition.
- c. **Home Occupation:** Home Occupation is an occupation conducted in a dwelling unit, and must meet the following criteria to be defined as a home occupation:
 - No person other than members of the family residing on the premises shall be engaged in such occupation.
 - No customers or clients are permitted at the home, unless approved as a Use By Review, by the Planning and Zoning Commission.
 - The home occupation, use within the dwelling unit, shall be clearly incidental and subordinate to its use for residential purposes by its

occupants, and not more than 25-percent of the gross floor area of the dwelling unit shall be used in the conduct of the home occupation.

- There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of such home occupations.
- No home occupation shall be conducted in any outdoor residential yard or detached residential accessory structure. Outside storage of equipment or goods related to the home occupation is prohibited.
- The home occupation is primarily a service, and the sale of any goods must be strictly incidental to the performance of the service.
- Production of small-scale goods or hobby-type craft items is permitted; however, on site sale of the items produced is not permitted.
- No activity shall be carried on and no equipment or process shall be used in such home occupation which creates noise, vibration, glare, fumes, odors or electrical interference detectable to the normal senses off the lot.

d. **Land Use Category:** means a classification for identifying a mix of land uses for which development standards have been developed.

e. **Land Use Parcel:** means a land use area as depicted on the Land Use Map

f. **Lot measurements:**

1. Depth of a lot shall be considered to be the distance between the midpoints of straight lines connecting the foremost points of the side lot lines in front and the rearmost points of the side lot lines in the rear.
2. Width of a lot shall be considered to be the distance between straight lines connecting front and rear lot lines at each side of the lot, measured across the rear of the required front yard; provided, however, that width between side lot lines at their foremost points (where they intersect with the street line) shall not be less than eighty percent (80%) of the required lot width except in the case of lots on the turning circle of cul-de-sacs, where the eighty-percent requirement shall not apply.

g. **(MF) - Multifamily:** Multifamily means a residential structure, containing three (3) or more dwelling units, having common or party walls, on a single lot. Each unit is totally separated from the other by an unpierced wall extending from ground to roof or an unpierced ceiling and floor extending from exterior wall to exterior wall, except for common or individual

stairwells exterior to any dwelling units. The number of persons occupying each dwelling unit shall not exceed the maximum permitted by the applicable adopted building code or safety code, or by any applicable state or federal law or regulations, or by affordable housing guidelines applicable to the dwelling unit. Condominiums with three (3) or more dwelling units and townhouses are defined as multifamily residences.

- h. **Storm Water Management:** Areas for detention, storm water management facilities, water quality and utilities.
- i. **Parks, Trails and Open Space:** The Parks, Trails, and Open Space land use category will provide areas for park uses, open space, developed trails, and trail corridors. See section E and F for additional information.
- j. **(SFA)-Single Family Attached:** Single Family Attached means two (2) dwelling units, each owned in fee simple and located on individual lots, but joined along a single lot line, each of which is totally separated from the other by a common, unpierced, vertical wall. The Single-Family Attached Residential land use category will provide higher density residential, with up to ten units per acre. Lot configuration within this land use category may be traditional or cluster.
- k. **(SFD) -Single Family Detached:** The Single-Family Detached means a building with one (1) dwelling unit located on one (1) lot, with no physical or structural connection to any other dwelling unit. SFD will provide a density of up to five homes per acre. Lot configuration within this land use category may be traditional or cluster.
- l. **Suburban Neighborhood (SN):** Suburban Neighborhoods are predominantly single-family detached and attached homes on similarly sized lots and future development accommodates a similar mix of lot sizes and housing types, 2 to 5 dwelling units per acre.
- m. **Through Lot:** A lot having frontage on two (2) generally parallel streets, a through lot is not defined as a corner lot. The rear lot line, in the case of a double frontage lot, shall be most opposite from the front lot line. The front lot line sits adjacent to the street frontage from which access is gained.
- n. **Townhouse:** A residential structure containing a single-family dwelling unit, located on an individually owned and platted lot, which is joined in a continuous group or row of three (3) or more dwellings which may vary in uniformity of structure, appearance or setback and may be joined by a common side wall
- o. **Two-Family (Duplex):** A single building located on one (1) lot, with no physical or structural connection to any other building, that consists of two (2) attached dwelling units, one (1) unit not being accessory to the others, and that does not meet the definition of a

Dwelling, Single-Family Attached. The number of persons occupying each dwelling unit shall not exceed the maximum permitted by the applicable adopted building code or safety code, or by any applicable state or federal law or regulations, or by affordable housing guidelines applicable to the dwelling unit.

- p. **UbSR:** Special Use Permits are processed according to Municipal Code regulations.
- q. **Urban Neighborhood (UN):** Uniform block sizes with gridded streets, alleys, and an integrated mix of housing types, including single-family homes, duplexes, small multi-family buildings, and accessory dwelling units. 6 to 16 dwelling units per acre.
- r. **Western Water wise Landscaping:** Western Water wise Landscaping, as identified in Pueblo City Council Resolution No. 11060, is described as western landscaping that is able to flourish within residential and commercial areas with limited amounts of water and beautifies these areas with plants suited to the climate that is common to the southwestern region of the United States.

C. LEGISLATIVE INTENT

It is the intent of this Development Guide to be consistent with and to assist in the implementation of the City of Pueblo's Zoning Ordinance to:

- 1. Allow flexibility in the development of the land;
- 2. Improve the design character and quality of the development;
- 3. Facilitate the adequate and economical provision of streets and utilities;
- 4. Preserve natural and scenic features through sensitive utilization; and
- 5. Permit the commingling of uses permitted within other zone districts

D. APPLICATION

These standards shall apply to all property contained within the legally defined Villa Bella Planned Unit Development. The regulations and requirements shall become the governing standards for review, approval, and modification of all development activities occurring within the area.

Provisions of this Guide shall prevail and govern the uses permitted within the Villa Bella PUD; however, this Guide shall only supersede the specific zoning regulations of the City when referenced within the Development Guide. The PUD Development Plan shall:

- 1. Satisfy the requirements of Section 12-4-5 (A) of the Pueblo Municipal Code covering the Overall Development Plan,

2. Fulfill the requirements of the Annexation Agreement (A-87-1) approved by City Council on June 8, 1987 by Ordinance No. 5404.

E. AUTHORITY

The authority of this Development Guide is Chapter 8 of Title XVII of the Pueblo Municipal Code as amended.

1. ADOPTION

Reference: Section 17-8-8 of the City of Pueblo Municipal Code.

2. RELATIONSHIP TO CITY REGULATIONS

The provisions of the Development Guide shall prevail and govern the development of the Villa Bella PUD except where the provisions of the Development Guide do not clearly address a specific subject. Notwithstanding anything to the contrary, the Planning and Zoning Commission has the authority, by separate action, to review and approve standards for the Special Urban Design Features as identified within the Guide, and to approve modifications to the Subdivision Requirement 12-4-10 of the Pueblo Municipal Code.

The following mechanism for minor modifications will be included in this guide.

1. The acreage of each land use parcel on the Land Use Map, can vary by 10% at the time of subdivision and Site plan.
2. At the time of subdivision approval by the Planning and Zoning Commission, modifications of greater than 10% in acreage for any Land Use parcel within the area being subdivided will be allowed as long as the modification is to accommodate requirements of subdivision that could not be foreseen at the time of PUD approval such as the size of required storm water drainage facilities.

3. ENFORCEMENT

The provisions of the Development Guide relating to the use of land shall run in favor of the City of Pueblo and shall be enforceable, at law or in equity, by the City of Pueblo.

4. UPDATES AND AMENDMENTS

The property owner(s) of undeveloped land located within the Villa Bella Planned Unit Development Zone District may amend the lot size, building setbacks, maximum height, lot coverage, type of use or activity, density, park dedication, and/or other land use provisions of the Villa Bella Planned Unit Development Guide at the time of subdivision

through a PUD Site Plan application that must be reviewed and approved by the Planning and Zoning Commission according to the Pueblo Municipal Code Requirements.

All other proposed amendments to the Villa Planned Unit Development Guide must follow the Pueblo Municipal Code Requirements.

F. CONTROL PROVISIONS

The Villa Bella Development Guide establishes the standards, variations, and requirements of the development which may be divergent from the standards of the City Zoning regulations. The conditions established by the Development Guide and approved by the City Council shall be recorded and utilized for development and review of the project.

1. CONTROL OVER USE

After the adoption of this Development Guide by the City Council:

1. Any new building or other structure and any parcel of land shall be used in accordance with the provisions of this Development Guide and Plan.
2. The use of any existing building, other structure, or parcel of land may not be changed or extended except for those uses provided for by this Development Guide.

2. DEVELOPMENT STANDARDS

All development within Villa Bella will be controlled by the Pueblo Municipal Code where not specifically modified by the Development Standards found within this section; the Special Urban Design Feature (SUDF), or the Table of Building Controls.

A. Single-Family Detached Residential (SFD)

1. Architecture and Urban Design Standards: Urban designs styles that achieve the design objective within the PUD Narrative.
2. Landscape Design Standards: The Planning and Zoning Commission has the authority to, by separate action, approve the design of the Special Urban Design Features (SUDF) described in the Development Guide. The design will establish a western water wise landscape design standard for each of the features. Any SFD land use parcel which includes one of these Special Urban Design Features is subject to the SUDF standards. Landscaping will be designed to achieve a reduction in storm water run-off. "Low Impact

Development” (LID) techniques will be incorporated into the landscape design. All “Best Management Practices” (BMPs) relating to water quality and quantity must be adequately maintained by the owner of the lot, by an association, or an appropriate maintenance district.

3. Parking Standards: Pueblo Municipal Code shall apply.
4. Lighting standards: Pueblo Municipal Code shall apply.
5. Signage Standards: Pueblo Municipal Code shall apply. Residential parcels shall conform with the R-2 standards.

B. Single-Family Attached Residential (SFA)

1. Architecture and Urban Design Standards: Urban design styles that achieve the design objective within the PUD Narrative.
2. Landscape Design Standards: The Planning and Zoning Commission has the authority to, by separate action, approve the design of the Special Urban design features described in this Development Guide. The design will establish a western water wise landscape design standard for each of these features. Any SFA Land Use Area which includes one of these Special Urban Design features is subject to those Standards. Landscaping will be designed to achieve a reduction in storm water run-off. “Low Impact Development” (LID) techniques will be incorporated into the landscape design. All “Best Management Practices” (BMPs) relating to water quality and quantity must be adequately maintained by the owner of the lot, by an association, or an appropriate maintenance district.
3. Parking Standards: Pueblo Municipal Code shall apply.
4. Lighting standards: Pueblo Municipal Code shall apply.
5. Signage Standards: Pueblo Municipal Code shall apply. Residential parcels shall conform with the R-2 standards as amended.

C. Multi-Family Residential (MF)

1. Architecture and Urban Design Standards: Styles that achieve the design objectives within the PUD Narrative.
2. Landscape Design Standards:
 - a. Any development within the Multifamily residential land use area will landscape no less than 20% of the area of the site including the planting strip of the adjacent right of way dedicated for landscaping, which is located between the

curb head and edge of sidewalk, per standard street cross sections of this PUD. This landscape area can include ornamental landscaping, active and passive recreation areas and open space, landscaped areas within parking lots, and plaza areas. Should the site not be able to accommodate this landscape requirement, with the approval of the Planning and Zoning Commission, this landscape requirement may be achieved by providing the landscaping in a public park or open space no further than one quarter mile from any dwelling unit within the development. Landscaping will meet the City's western water wise landscape objective. The Planning and Zoning Commission has the authority to review all landscape plans and approve all site plans through the PUD site plan process.

- b. The Planning and Zoning Commission will, by separate action, approve the design of the Special Urban Design Features within this Development Guide. The design will establish a western water-wise landscape standard for each of the features. Any MF Land Use Area which includes one of the Special Urban Design Features is subject to the SUDF Standards. Landscaping will be designed to achieve a reduction in storm water run-off. "Low Impact Development" (LID) techniques will be incorporated into the landscape design. All "Best Management Practices" (BMPs) relating to water quality and quantity must be adequately maintained by the owner of the lot, by an association, or an appropriate maintenance district.
3. Parking Standards: Pueblo Municipal Code shall apply.
4. Lighting standards: Pueblo Municipal Code shall apply.
5. Signage Standards: Pueblo Municipal Code shall apply. Multi-Family Residential parcels shall conform with the R-5 standards as amended.

D. Storm Water Management

Standards for the development of Detention and Storm Water Management within this PUD area shall be subject to the City's ordinances, Stormwater Drainage Criteria Manual, MS4 Permit, and other applicable federal, state, and local laws and regulations.

E. Parks

Pocket parks and a Neighborhood Park are proposed as part of the Villa Bella PUD development. Park land set aside for recreation may include elements such as, but not

limited to, playground equipment, athletic fields, sport courts, and other facilities or programmed activities normally associated with public parks.

1. **POCKET PARK:** A park between a quarter (0.25) and three and a half (3.5) acres in size that serves residents within a half-mile (0.5 mile) radius. Facilities and improvements typically found in pocket parks are limited due to the size of the park but may include playground equipment, landscaping, picnic areas, small shelters, turf, landscaping, and irrigation systems.
 - a. Pocket Parks shall be provided at the rate of .0034 acres per dwelling unit for a total of approximately 12 acres of pocket park area per the Land Use Plan.
 - b. All pocket parks shall be built by the developer and owned/maintained through a Special District, Metropolitan District, or Home Owners Association.
 - c. The pocket park land designated on the Land Use Map is schematic only. The final configuration and acreage of pocket parks will be defined at the time of Subdivision. The pocket parks shall be constructed when included as part of individual subdivision filings.
2. **NEIGHBORHOOD PARK:** A minimum 8-acre Neighborhood Park shall be included as shown on the Land Use Plan. Facilities and improvements typically found in Neighborhood Parks include playground equipment, sport courts, landscaping, picnic areas, informal fields, shelters, turf, landscaping, and irrigation systems. The Neighborhood Park may also include trail corridors, trail connections, and parking.
 - a. The Neighborhood Park as shown shall be designed and constructed in multiple phases once infrastructure improvements such as roadways and utilities have been extended to the neighborhood park boundaries. Timing of the phased improvements will be reviewed at time of adjacent development as part of the subdivision and individual filing process.
 - b. The Neighborhood Park site elements will be built by the Owner/Developer or Metropolitan District. Completed portions of the park will then be dedicated to the City of Pueblo either by plat or separate

instrument. Upon acceptance, all the built portions of the neighborhood park will be permanently owned and maintained by the City of Pueblo.

- c. The neighborhood park land designated on the Land Use Map is schematic only. The final configuration and acreage of park space will be defined at the time of Subdivision.

F. Trails and Open Space

In addition to developed pocket and neighborhood parks described above, both paved and unpaved, on-street and off-street trail corridors as well as undeveloped open space will be provided as part of the Villa Bella Development. The City of Pueblo's long-range regional trail master plan includes trail connections through this development, featuring both paved and unpaved trails. These trails will be integrated into the Villa Bella community, creating a comprehensive trail and open space network. The general location of the open space and trail system is exhibited on the Parks and Trails Map.

1. TRAILS: Trail surfacing and width will vary depending on the final application.

Trails can either be paved or unpaved (soft surface), on-street or off-street.

- a. All trails shall be built by the owner/ developer or Metropolitan District. Trail segments shall be constructed when included as part of individual subdivision filings.
- b. All trails, except those described below, shall be owned and maintained by a Special District, Metropolitan District, or Home Owners Association.
- c. All trails identified as Pueblo Regional Trails shall be dedicated to the City of Pueblo upon construction via plat, easement or separate instrument.
- d. All trails identified as Pueblo Regional Trails shall be owned and maintained by the City of Pueblo.
- e. The final trail configuration, width and surfacing will be defined at the time of Subdivision. Final trail ownership to be determined at time of subdivision process or individual subdivision filings. All trails to be owned and maintained by the City of Pueblo shall be designed and constructed to City standards.

2. OPEN SPACE: Open Space shall include common open space areas, natural drainageways, preservation areas or constructed storm water facilities.

Individual, private residential or commercial lot areas shall not be included as open space unless the open space areas located on private lots are subject to open space easements and restrictions.

- a. Open space areas as shown on the Land Use Plan are schematic only. The final configuration and acreage of open space areas will be defined at the time of Subdivision. The open space areas shall be constructed when included as part of individual subdivision filings.
- b. All open space areas shall be built by the owner/ developer or Metropolitan District.
- c. All open space areas shall be owned/maintained through a Special District, Metropolitan District, or Home Owners Association.
- d. Allowed Uses within Open Space: Unless otherwise specified within the PUD development plan or development guide, the allowed land uses in areas designated as open space are limited to the following:
 - i. Recreation activities which use the land with minimum disturbance
 - ii. Parking areas for the recreational facilities
 - iii. Nature Play
 - iv. Golf/ Disc Golf courses
 - v. Pedestrian amenities
 - vi. Perimeter fence with a maximum height of 7 feet
 - vii. Signs that are accessory to an allowed open space use
 - viii. Structures under 250 square feet such as restrooms, picnic shelters, or maintenance equipment and storage.

3. BUILDING CONTROLS

Residential Building Controls

Residential Building Controls	Single Family Detached (SFD)	Two Family	Multi Family (MF) ^{*(5)}	
		Duplex	3+ dwelling units	Town Homes
Principal Structure Setbacks				
Front (from street, public or private)	18'	18'	18'	18'
Second Front From Arterial or Collector street	10'	10'	10'	10'
Second Front From Local or Private street	5'	10'	10'	10'
Side	5'	5'	5'	5' ^{*(1)}
Rear	10'	10'	10'	10'
Garage Face to PL ^{*(7)}	18'	18'	18'	18'
Through Lot rear	10' ^{*(6)}	10' ^{*(6)}	10' ^{*(6)}	10' ^{*(6)}
Minimum building Separation	10'	10'	10'	10' ^{*(2)}
Maximum Permitted Height ^{*(3)}	35'	35'	50'	35'
Maximum Dwelling units per acre	5	10	25 ^{*(4)}	25 ^{*(4)}
Minimum Lot Area				
Min. Lot Area	2,600 sq ft ^{*(9)}	3,500 sq ft ^{*(9)}	1,000 sq ft ^{*(10)}	1,000 sq ft ^{*(9)}
Minimum Lot Width (at the front building setback)				
Minimum Lot Width	35'	50'	70'	15'
Maximum Lot Coverage	75%	75%	^{*(8)}	^{*(8)}

^{*(1)} Side setback refers to unattached sides only.

^{*(2)} Does not apply to a building when it attaches to an adjoining building.

^{*(3)} Additional setbacks are required for any structures greater than 35' in height, as per section 17-4-6 (2) and (3) of the Pueblo Municipal Code.

^{*(4)} The Planning and Zoning Commission has the authority to approve developments with a density of 25 to 40 dwelling units per acre and vary the minimum 1,000 sq. ft. of lot per dwelling unit, through a PUD Site Plan review.

- *(5) Multi Family districts must provide 20% of the parcel in open space.
- *(6) The final subdivision plat shall indicate which street frontages will provide access to the residential unit. Residential access and front façade elements shall be consistent along an entire street and not be permitted to alternate. A final plat note will restrict access to only front and second front yards; access is not permitted from a rear lot line on a double frontage lot. A 6' screen fence may be provided along the rear of double frontage/ through lots.
- *(7) Garage face setback is to allow for driveway parking without blocking streets and sidewalks.
- *(8) Multi-Family site design includes buildings, structures, parking, open space, etc. that will dictate maximum lot coverage.
- *(9) Required minimum lot size is based on lot area per dwelling unit.
- *(10) Required minimum parcel size is based on the minimum lot area per dwelling unit times the number of total dwelling units.

TABLE OF LAND USE CONTROLS

RESIDENTIAL AND ACCOMMODATION USES			
Type of Use	Permitted	UbSR	Not Permitted
GROUP LIVING			
Boarding and rooming houses		UN	SN
Fraternity and sorority houses		UN	SN
Residence Hall		UN	SN
Student Oriented Housing		UN	SN
HOUSEHOLD LIVING			
Duplex	UN	SN	
Triplex	UN	SN	
Row House and Town House	UN	SN	
Home occupation (see definition)	UN, SN		
Residential – Child day care center	UN, SN		
Mobile homes			UN, SN
Multi-family dwelling	UN	SN	
Single Family – attached	UN, SN		
Single Family – detached	UN, SN		
Model Homes	UN, SN		
RETAIL SALES AND SERVICES			
Retail Stores – General			UN, SN
EDUCATION, PUBLIC ADMINISTRATION, HEALTH CARE, AND OTHER INSTITUTIONAL USES			
Type of Use	Permitted	UbSR	Not Permitted
EDUCATIONAL SERVICES			
Kindergarten / Elementary schools	UN, SN		
Middle schools	UN, SN		
High schools	UN, SN		
Temporary school classroom structures		UN, SN	
COMMUNITY CENTER			
Meeting hall, exhibition hall, and similar places of public assembly		UN	SN
Private clubs or lodges; civic, social, and fraternal organizations		UN	SN
RELIGIOUS ASSEMBLY			
Religious assembly with accessory educational or community service uses (Per Municipal Code)		UN, SN	
UTILITY SERVICES			
MAJOR UTILITIES			

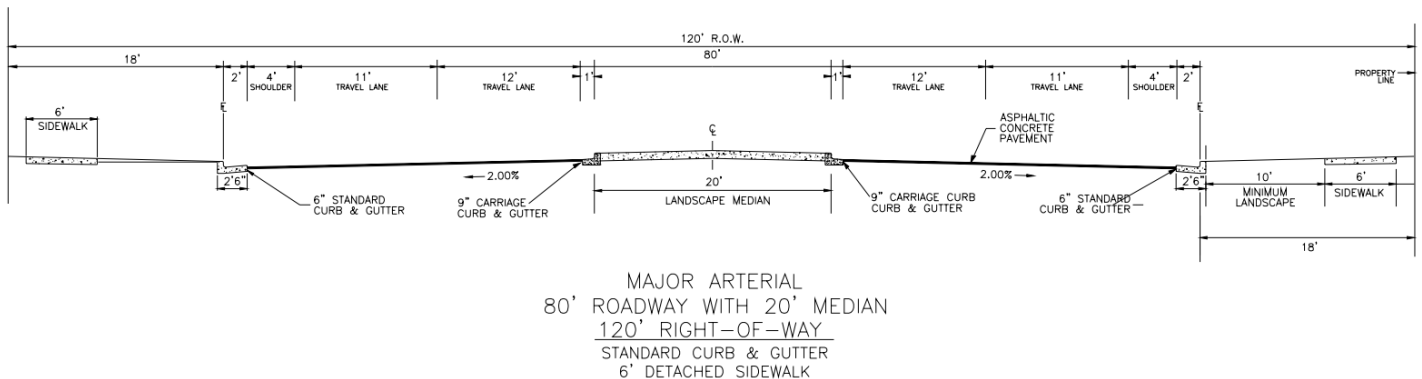
Major electric power, oil and natural gas, water, and wastewater facilities (Per Municipal Code)		UN, SN	
Minor utility services not otherwise specifically listed (Per Municipal Code)		UN, SN	
TELECOMMUNICATIONS FACILITIES (LOCATED OUTSIDE PUBLIC ROW)			
CMRS Facility – Freestanding		UN, SN	
CMRS Facility – Building, Roof, Wall Mounted		UN, SN	
CMRS Facility – Pole Mounted		UN, SN	
Telephone exchanges and buildings for telephone equipment		UN, SN	

SN = SUBURBAN NEIGHBORHOOD

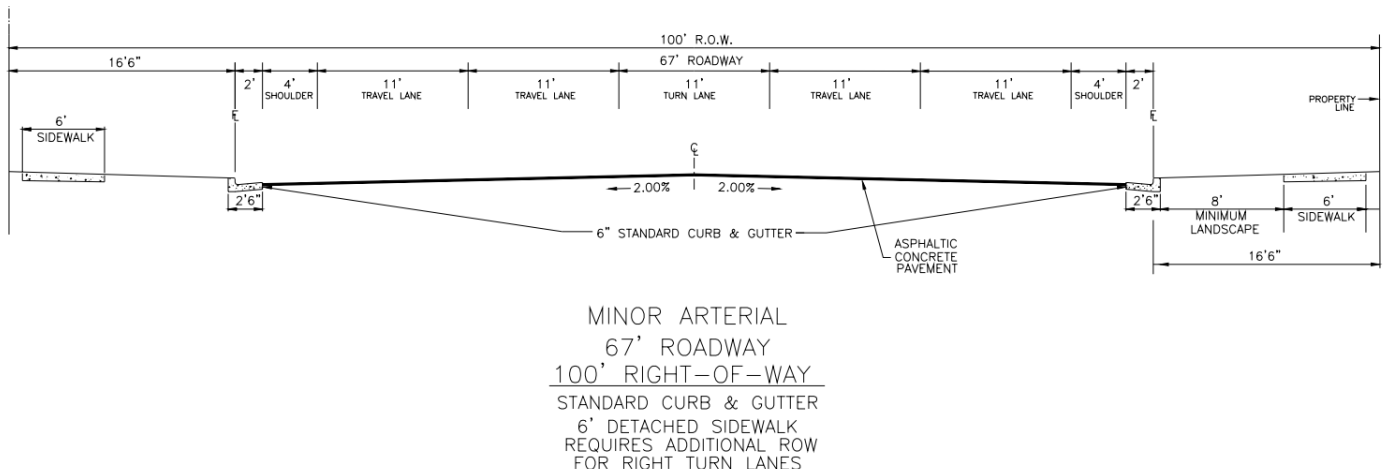
UN = URBAN NEIGHBORHOOD

5. ROADWAY STANDARDS

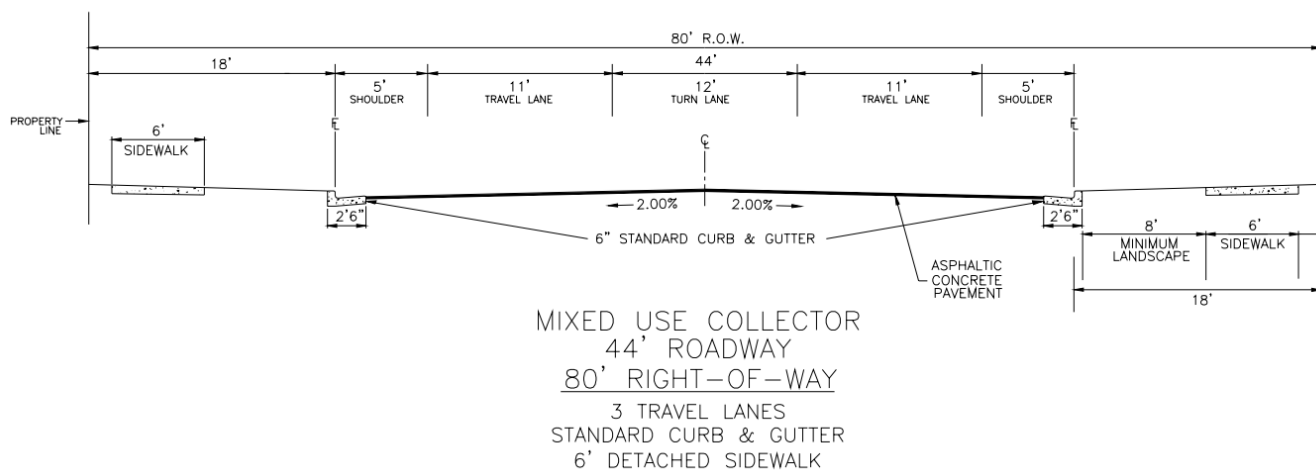
Roadway Classification	Major Arterial
Cross Section Type	Major Arterial
Street Names	Troy Ave
Circulation Plan Segment Numbers	1
Right-of-Way Width	120 ft.
Roadway Width flow line to flow line	80 ft.
Median Width	20 ft.
Median Type	Raised median only, in accordance with standard construction specifications and standard details.
Number of Travel Lanes	4
Designated Shoulder/Bike lane Width	Yes, 4 ft.
On street parking lane width	None
Left Turn lanes Required	Yes, at points of access
Right Turn Lanes Required	Yes, at points of access
Landscape	10 ft. between curb and edge of sidewalk. Median can include western water wise landscaping and trees where practical.
Sidewalk type	Detached
Sidewalk width	6 ft. or 10 ft. if no designated bike lanes provided.
Curb type	Standard curb and gutter
Allowed Access	Limited
	No Residential Access to individual lots



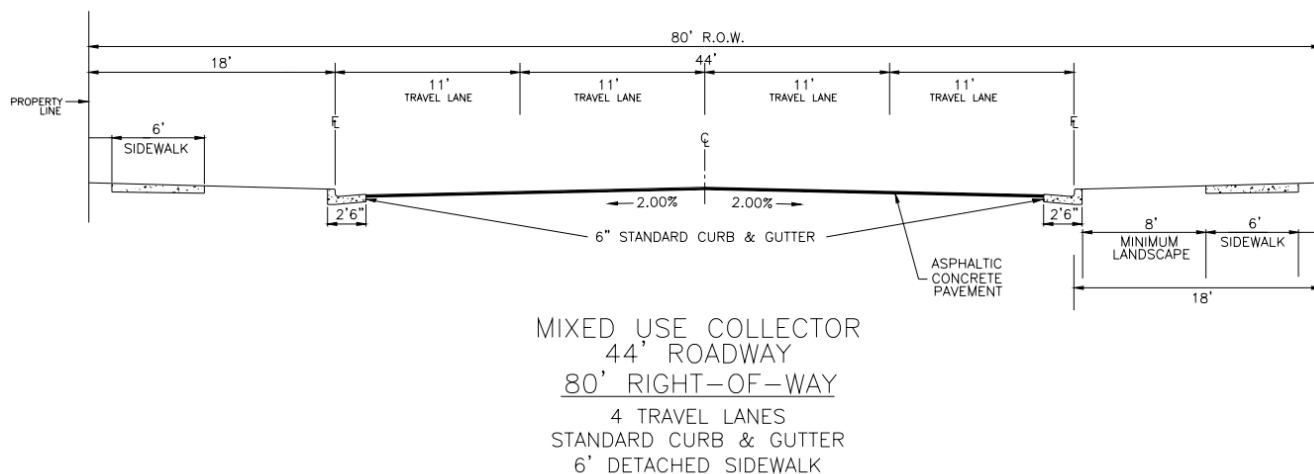
Roadway Classification	Minor Arterial #1
Cross Section Type	Minor Arterial #1
Street Names	Rawlings Boulevard, Walking Stick Boulevard, Vision Hills Parkway
Circulation Plan Segment Numbers	2
Right-of-Way Width	100 ft.
Roadway Width flow line to flow line	67 ft. or 74 ft. with landscaped median
Median Width	0 ft. or 16 ft.
Median Type	Depressed with porous landscape detention and underdrain
Number of Travel Lanes	4
Designated Shoulder/Bike lane Width including gutter	Yes, 6 ft.
On street parking lane width	None
Left Turn lanes Required	Yes
Right Turn Lanes Required	Yes
Landscaping	8 ft. between curb and edge of sidewalk. Median can include western water wise landscaping and trees where practical.
Sidewalk type	Detached
Sidewalk width	6 ft. or 10 ft. if no designated bike lanes provided.
Curb type	Standard curb and gutter
Allowed Access	Limited
	No residential access to individual lots



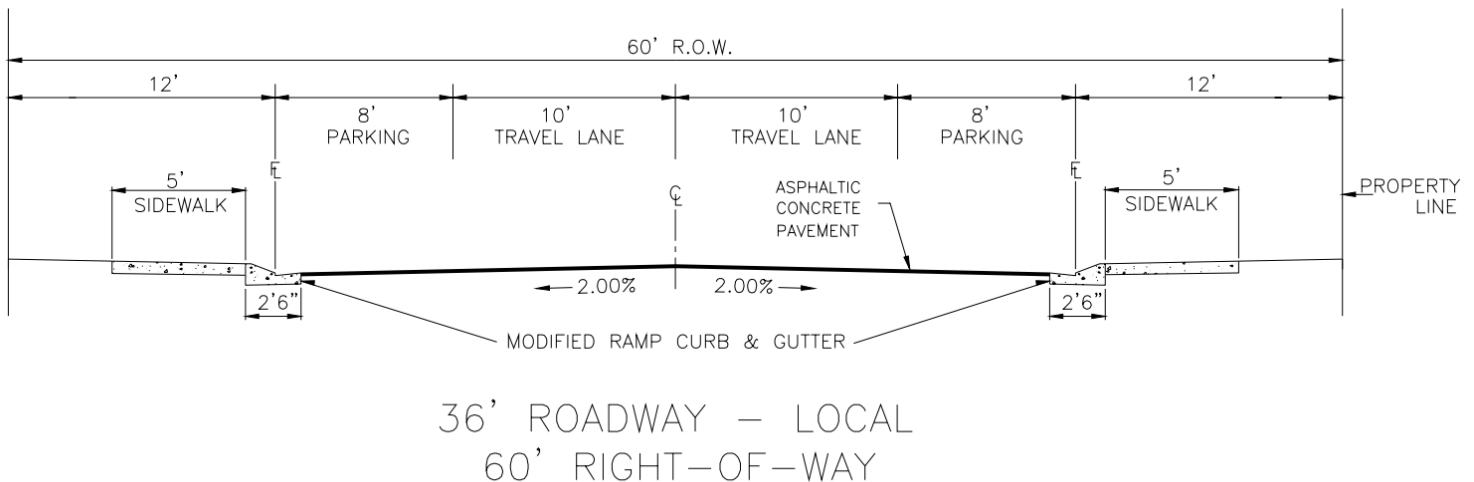
Roadway Classification	Mixed Use Collector #1
Cross Section Type	Mixed Use Collector #1
Street Names	Villa Bella Blvd
Circulation Plan Segment Numbers	5, 6, 10
Right-of-Way Width	80 ft.
Roadway Width flow line to flow line	44 ft.
Median Width	None, Center turn lane
Median Type	N/A
Number of Travel Lanes	3 including center turn lane
Designated Shoulder/Bike lane Width including gutter	5 ft shoulder, No designated Bike Lane
On street parking lane width	None
Left Turn lanes Required	Yes, when warranted by CDOT access code
Right Turn Lanes Required	Yes, when warranted by CDOT access code
Landscaping	8 ft. between curb and edge of sidewalk
Sidewalk type	Detached
Sidewalk width	6 ft.
Curb type	Standard curb and gutter
Allowed Access	Limited
	No residential access to individual lots



Roadway Classification	Mixed Use Collector #2
Cross Section Type	Mixed Use Collector #2
Street Names	Baculite Mesa Drive
Circulation Plan Segment Numbers	8
Right-of-Way Width	80 ft.
Roadway Width flow line to flow line	44 ft.
Median Width	None
Median Type	N/A
Number of Travel Lanes	4
Designated Shoulder/Bike lane Width including gutter	No Designated Bike Lane
On street parking lane width	None
Left Turn lanes Required	Yes, when warranted by CDOT access code
Right Turn Lanes Required	Yes, when warranted by CDOT access code
Landscaping	8 ft. between curb and edge of sidewalk
Sidewalk type	Detached
Sidewalk width	6 ft.
Curb type	Standard curb and gutter
Allowed Access	Limited
	No residential access to individual lots



Roadway Classification	Local Street
Cross Section Type	Local Street
Street Names	TBD
Right-of-Way Width	60 ft.
Roadway Width flow line to flow line	36 ft.
Median Width	None
Median Type	N/A
Number of Travel Lanes	2
Designated Shoulder/Bike lane Width including gutter	Parking Lane will be signed but not striped as bike lane.
On street parking lane width	8 ft.
Left Turn lanes Required	At Intersections
Right Turn Lanes Required	Right lanes warranted per CDOT Access Code
Landscaping	Between back of sidewalk and ROW line
Sidewalk type	Attached
Sidewalk width	5 ft
Curb type	Standard, modified, or rolled curb and gutter
Allowed Access	Residential access



6. SPECIAL DESIGN FEATURES

Special Design Features are those signature features which are unique to the Villa Bella development included to create a unique identity for the development. These features may be included in one or more land use parcels and in the case of the roadway rights-of-way, may include the required landscape setbacks. The standards established for these Special Design Features will serve as the Site Plans for the specific areas, which all adjacent development must conform. The Planning and Zoning Commission has the authority to require all site plans which abut or overlap a Special Design Feature to conform to the designs and standards set forth.

The goal of the landscaping standard within these Special Design features is to develop a unique identity for the project using western water-wise landscape species and materials.

The Special Designed Features will be maintained through a Special District or Metropolitan District created to provide maintenance of public improvements. This owner/developer or districts will fund the maintenance of all landscape, drainage improvements, and public improvements within the Public Right-of-Ways and the landscape setbacks identified within Median Right-of-Way and Landscape Setback Areas.

The Planning and Zoning Commission has the authority to, by separate action, approve final designs of all Special Design Features at the time of Site Plan approval. Landscaping will be designed to achieve a reduction in storm water run-off. “Low Impact Development” (LID) techniques will be incorporated into the landscape design. All “Best Management Practices” (BMPs) relating to water quality and quantity must be adequately maintained by the owner of the lot, by an association, or an appropriate maintenance district.

A. Primary Entry Features

1. Troy Avenue where it enters Villa Bella on the south.
2. Troy Avenue where it intersects at the northern boundary.
3. Rawlings Boulevard where it intersects with Baculite Mesa Drive near the eastern boundary.
4. Rawlings Blvd where it enters the University. This will be included in the Thunder Village Urban Design Plan.

*Final locations will be decided at the time of subdivision.

B. Round-A-Bout Features

- a. The intersection of Troy Avenue and Rawlings Boulevard, which may include design features within any potential landscape setbacks outside the Public Right-of-Way and the raised medians radiating out from the round-a-bout.
- b. The intersection of Villa Bella Boulevard and Walking Stick Boulevard.
- c. The intersection of Villa Bella Boulevard and Troy Avenue.

**Final locations will be decided at the time of subdivision.*

C. Minor Intersections

- a. All intersections along Troy Avenue, Rawlings Blvd, and Villa Bella Blvd. which may include design features within the private landscape setback outside the Public Right-of-Way.

**Final locations will be decided at the time of subdivision.*

D. Median, Right-of-Way and Setback Landscaping

All streetscape landscape designs shall meet City of Pueblo Municipal Code Standards with respects to planting requirements, landscape setbacks, landscape buffers, irrigation and fencing. The landscape shall be designed to fulfill the requirements of the Landscape Performance Standards of the Pueblo Municipal Code, including the size and quality of trees. The landscaped areas will be designed utilizing low impact development techniques and western water wise landscape materials.

G. LEGAL DESCRIPTION**THE RESIDENCES AT VILLA BELLA SUBDIVISION PUD
LEGAL DESCRIPTION**

A PARCEL OF LAND IN THE SOUTH HALF (S 1/2) OF SECTION 8, THE WEST HALF OF THE SOUTHWEST QUARTER (W 1/2 SW 1/4) OF SECTION 9, AND SECTION 16, ALL IN TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, PUEBLO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 16, 17, 20, AND 21, T20S R65W OF THE 6TH P.M., SAID POINT LYING ON THE CENTERLINE OF TROY AVENUE AS SHOWN ON THE PLAT OF "VILLA BELLA SUBDIVISION FILING NO. 1" RECORDED UNDER RECEPTION NO. 1805424 OF THE PUEBLO COUNTY, COLORADO RECORDS; THENCE ALONG SAID CENTERLINE, 391.35 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,235.00 FEET, A CENTRAL ANGLE OF 18°09'22", THE CHORD OF 389.72 FEET WHICH BEARS N07°15'30"E;

THENCE N73°39'49"W A DISTANCE OF 65.00 FEET TO THE SOUTH CORNER OF PARCEL "B" OF SAID "VILLA BELLA SUBDIVISION FILING NO. 1";

THENCE ALONG THE EAST LINES THEREOF THE FOLLOWING TWO (2) COURSES:

1. THENCE 542.35 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,300.00 FEET, A CENTRAL ANGLE OF 23°54'13", THE CHORD OF 538.43 FEET BEARS N28°17'18"E;
2. THENCE N47°59'48"W A DISTANCE OF 375.04 FEET TO THE EAST LINE OF LOT 3 BLOCK 1 "WOLF VILLAGE SUBDIVISION FILING NO 2", A SPECIAL AREA PLAN, RECORDED UNDER RECEPTION NO. 1935903 OF THE PUEBLO COUNTY, COLORADO RECORDS;

THENCE N01°51'30"W ALONG SAID EAST LINE, 83.24 FEET TO THE SOUTHEAST CORNER OF PARCEL "C" OF AFORESAID "VILLA BELLA SUBDIVISION FILING NO. 1";

THENCE CONTINUING N01°51'30"W ALONG THE EAST LINE OF SAID PARCEL "C", 478.05 FEET TO THE NORTHEAST CORNER THEREOF;

THENCE CONTINUING N01°51'30"W A DISTANCE OF 48.55 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF ROMA WAY AS SHOWN ON AFORESAID PLAT "VILLA BELLA SUBDIVISION FILING NO. 1";

THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING SEVEN (7) COURSES:

1. THENCE N88°08'27"E A DISTANCE OF 371.20 FEET TO A POINT OF CURVE;
2. THENCE 66.12 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 19°25'43", THE CHORD OF 65.81 FEET BEARS S82°08'42"E TO A POINT OF TANGENT;
3. THENCE S72°25'50"E A DISTANCE OF 447.46 FEET;
4. THENCE S72°26'18"E A DISTANCE OF 130.04 FEET;
5. THENCE 83.45 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 255.00 FEET, A CENTRAL ANGLE OF 18°45'00", THE CHORD OF 83.08 FEET BEARS S82°29'03"E TO A POINT OF TANGENT;
6. THENCE N88°08'27"E A DISTANCE OF 310.25 FEET TO A POINT OF CURVE;

7. THENCE 57.14 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 970.00 FEET, A CENTRAL ANGLE OF 3°22'30", THE CHORD OF 57.13 FEET BEARS N89°49'42"E TO THE EASTERLY RIGHT-OF-WAY OF LUCCA DRIVE AS SHOWN ON SAID PLAT;

THENCE N01°51'33"W ALONG THE RIGHT-OF-WAY OF LUCCA DRIVE, 1,128.40 FEET TO THE NORTH RIGHT-OF-WAY OF STADIO WAY;

THENCE S88°08'27"W ALONG THE SAID RIGHT-OF-WAY OF STADIO WAY, 494.43 FEET TO THE SOUTHEAST CORNER OF LOT 1 BLOCK 15 OF AFORESAID "VILLA BELLA SUBDIVISION FILING NO. 1";

THENCE ALONG THE EAST LINE THEREOF, 734.57 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,300.00 FEET, A CENTRAL ANGLE OF 32°22'30", THE CHORD OF 724.83 FEET WHICH BEARS N16°01'34"E TO THE NORTHEAST CORNER OF SAID LOT 1 BLOCK 15;

THENCE CONTINUING 73.44 FEET ALONG SAID ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,300.00 FEET, A CENTRAL ANGLE OF 3°14'12", THE CHORD OF 73.43 FEET WHICH BEARS N33°49'56"E TO A POINT OF TANGENT;

THENCE N35°27'02"E A DISTANCE OF 34.31 FEET TO THE NORTHERLY RIGHT-OF-WAY OF JOE GARCIA WAY AS SHOWN ON AFORESAID "VILLA BELLA SUBDIVISION FILING NO. 1";

THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:

1. THENCE N54°32'58"W A DISTANCE OF 49.70 FEET TO A POINT OF TANGENT;

2. THENCE 162.50 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 255.00

FEET, A CENTRAL ANGLE OF 36°30'41", THE CHORD OF 159.76 FEET BEARS N72°48'19"W TO A POINT OF TANGENT;

3. THENCE S88°56'21"W A DISTANCE OF 477.61 FEET TO THE WEST RIGHT-OF-WAY LINE OF THUNDERBOWL DRIVE;

THENCE S01°15'18"E ALONG SAID RIGHT-OF-WAY LINE, 60.01 FEET TO THE NORTHEAST CORNER OF PARCEL "D" OF AFORESAID "VILLA BELLA SUBDIVISION FILING NO. 1";

THENCE S88°56'21"W ALONG THE NORTH LINE THEREOF, 553.73 FEET TO THE SECTION LINE COMMON TO SECTIONS 16 AND 17, T20S R65W OF THE 6TH P.M.;

THENCE N01°51'35"W ALONG SAID SECTION LINE, 1,755.04 FEET TO THE SECTION CORNER COMMON TO SECTIONS 8, 9, 16, AND 17, T20S R65W OF THE 6TH P.M.;

THENCE N00°50'56"E A DISTANCE OF 674.15 FEET TO THE SOUTHEAST CORNER OF PARCEL "I", "WALKING STICK VISTA, FILING NO. 1", RECORDED UNDER RECEPTION NO. 1765211 OF THE PUEBLO COUNTY, COLORADO RECORDS;

THENCE N89°09'54"W A DISTANCE OF 834.15 FEET TO THE BOUNDARY LINES OF "WALKING STICK GOLF COURSE" RECORDED UNDER RECEPTION NOS. 879766 AND 993446 OF THE PUEBLO COUNTY, COLORADO RECORDS;

THENCE ALONG SAID BOUNDARY THE FOLLOWING SIX (6) COURSES:

1. THENCE N00°50'06"E A DISTANCE OF 335.60 FEET;

2. THENCE N41°49'52"W A DISTANCE OF 96.75 FEET;

3. THENCE N83°10'49"W A DISTANCE OF 168.30 FEET;

4. THENCE S68°46'19"W A DISTANCE OF 345.78 FEET;

5. THENCE S87°17'19"W A DISTANCE OF 426.43 FEET;

6. THENCE N85°34'14"W A DISTANCE OF 779.49 FEET TO THE SOUTHEAST CORNER OF "WALKING STICK

ESTATES, FILING NO. 2", A SPECIAL AREA PLAN, RECORDED UNDER RECEPTION NO. 1065018 OF THE PUEBLO COUNTY, COLORADO RECORDS;

THENCE ALONG THE EASTERLY LINES THEREOF THE FOLLOWING THREE (3) COURSES:

1. THENCE N34°57'26"E A DISTANCE OF 200.52 FEET;
2. THENCE N29°55'58"E A DISTANCE OF 105.85 FEET;
3. THENCE N05°10'45"E A DISTANCE OF 251.20 FEET TO THE SOUTH LINE OF AFORESAID "WALKING STICK VISTA, FILING NO. 1";

THENCE ALONG THE SOUTH LINES THEREOF, 70.28 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 800.00 FEET, A CENTRAL ANGLE OF 5°02'00", THE CHORD OF 70.26 FEET BEARS S87°20'15"E TO A POINT OF TANGENT;

THENCE S89°51'15"E ALONG SAID SOUTH LINE, 107.83 FEET;

THENCE N00°08'45"E ALONG THE EAST RIGHT-OF-WAY LINE OF MICA STREET, 655.82 FEET TO THE EAST LINE OF THAT 20 FOOT ALLEY AS SHOWN ON SAID PLAT "WALKING STICK VISTA, FILING NO. 1";

THENCE ALONG SAID EASTERLY LINE THE FOLLOWING FIVE (5) COURSES:

1. THENCE N89°51'15"W A DISTANCE OF 60.00 FEET TO A POINT OF NON-TANGENT CURVE;
2. THENCE 129.39 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 308.00 FEET, A CENTRAL ANGLE OF 24°04'11", THE CHORD OF 128.44 FEET BEARS N77°05'43"W TO A POINT OF COMPOUND CURVE;
3. THENCE 446.37 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 280.00 FEET, A CENTRAL ANGLE OF 91°20'25", THE CHORD OF 400.58 FEET BEARS N19°23'25"W;
4. THENCE S56°44'54"E A DISTANCE OF 17.48 FEET;
5. THENCE N33°15'06"E A DISTANCE OF 20.00 FEET;

THENCE N56°44'54"W A DISTANCE OF 179.73 FEET TO THE EAST RIGHT-OF-WAY OF WALKING STICK BOULEVARD;

THENCE ALONG SAID RIGHT-OF-WAY, 31.77 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 12°08'11", THE CHORD OF 31.71 FEET BEARS N27°09'15"E TO THE SOUTH RIGHT-OF-WAY LINE OF 47TH STREET AS DEFINED BY WARRANTY DEED RECORDED UNDER RECEPTION NO. 1778753 OF THE PUEBLO COUNTY, COLORADO RECORDS;

THENCE N87°28'12"E ALONG SAID RIGHT-OF-WAY, 2,678.91 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 9;

THENCE S00°42'47"W ALONG SAID SECTION LINE, 210.34 FEET;

THENCE N88°16'59"E A DISTANCE OF 1,312.80 FEET;

THENCE S00°12'48"W A DISTANCE OF 2,642.09 FEET TO THE WEST 16TH CORNER COMMON TO SECTIONS 9 AND 16, T20S R65W OF THE 6TH P.M.;

THENCE N88°35'38"E A DISTANCE OF 1,341.23 FEET TO THE QUARTER CORNER COMMON TO SAID SECTIONS 9 AND 16;

THENCE N88°33'57"E A DISTANCE OF 1,341.92 FEET TO THE EAST 16TH CORNER COMMON TO AFORESAID SECTIONS 9 AND 16;

THENCE N88°35'29"E A DISTANCE OF 1,341.69 FEET TO THE SECTION CORNER COMMON TO SECTIONS 9, 10, 15, AND 16;

THENCE S01°23'31"E A DISTANCE OF 1,319.56 FEET TO THE NORTH 16TH CORNER COMMON TO SECTIONS 15 AND 16;
 THENCE S01°23'18"E A DISTANCE OF 1,319.93 FEET TO THE QUARTER CORNER COMMON TO SAID SECTIONS 15 AND 16;
 THENCE S01°24'10"E A DISTANCE OF 1,320.19 FEET TO THE SOUTH 16TH CORNER COMMON TO AFORESAID SECTIONS 15 AND 16;
 THENCE S01°22'38"E A DISTANCE OF 1,320.25 FEET TO THE SECTION CORNER COMMON TO SECTIONS 15, 16, 21, AND 22;
 THENCE S89°14'21"W A DISTANCE OF 1,329.12 FEET TO THE EAST 16TH CORNER COMMON TO SECTIONS 16 AND 21;
 THENCE S89°13'27"W A DISTANCE OF 1,329.48 FEET TO THE QUARTER CORNER COMMON TO SAID SECTIONS 16 AND 21;
 THENCE S89°15'26"W A DISTANCE OF 2,665.71 FEET TO THE SECTION CORNER COMMON TO SECTIONS 16, 17, 20, AND 21, T20S R65W OF THE 6TH P.M. AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A CALCULATED AREA OF 33,698,200 SQUARE FEET (773.604 ACRES, MORE OR LESS).

EXCEPTING THEREFROM THE FOLLOWING FOUR (4) PARCELS:

PARCEL 1: THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (NW 1/4 SW 1/4 NE 1/4) AND THE NORTHERLY 2.08 ACRES OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW 1/4 SW 1/4 NE 1/4) OF SECTION 16.

SAID PARCEL 1 CONTAINS A CALCULATED AREA OF 528,455 SQUARE FEET (12.132 ACRES, MORE OR LESS).

PARCEL 2: LOTS 41 TO 46, INCLUSIVE, IN BLOCK 7, MANHATTAN PARK RECORDED UNDER RECEPTION NO. 32464 OF THE PUEBLO COUNTY, COLORADO RECORDS, TOGETHER WITH THAT PORTION OF 1/2 OF VACATED CATARACT AVENUE ADJOINING SAID LOTS AND WITH 1/2 OF VACATED HAWTHORNE STREET ADJOINING LOT 46 AND 1/2 OF VACATED ALLEY ADJOINING SAID LOTS BETWEEN VACATED CATARACT AVENUE AND VACATED MOUNTAIN VIEW AND VACATED HAWTHORN STREET AND VACATED WALNUT STREET, LYING IN WEST HALF OF THE SOUTHWEST QUARTER (W 1/2 SW 1/4) OF SECTION 9.

SAID PARCEL 2 CONTAINS A CALCULATED AREA OF 31,490 SQUARE FEET (0.723 ACRES, MORE OR LESS).

PARCEL 3: LOTS 1 TO 11, INCLUSIVE, IN BLOCK 16, LOTS 1 TO 34, INCLUSIVE, IN BLOCK 17, LOTS 1 TO 28, INCLUSIVE, IN BLOCK 18, LOTS 1 TO 6, INCLUSIVE, IN BLOCK 19, LOTS 1 TO 8, INCLUSIVE, IN BLOCK 20, PARCEL "E", AND PARCEL "G", TOGETHER WITH THAT PORTION OF ROMA WAY RIGHT-OF-WAY LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF BERGAMO DRIVE, THAT PORTION OF TORINO WAY RIGHT-OF-WAY LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF BERGAMO DRIVE, THAT PORTION OF VISTA BELLA LANE RIGHT-OF-WAY LYING SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF RAWLINGS BOULEVARD, AND ALL OF THE RIGHTS-OF-WAY OF BELLA NORTE DRIVE, BELLA TERRA DRIVE, AND BELLA LUNA LANE, ALL IN VILLA BELLA SUBDIVISION, FILING NO. 1 RECORDED UNDER RECEPTION NO. 1805424 OF THE PUEBLO COUNTY, COLORADO RECORDS.

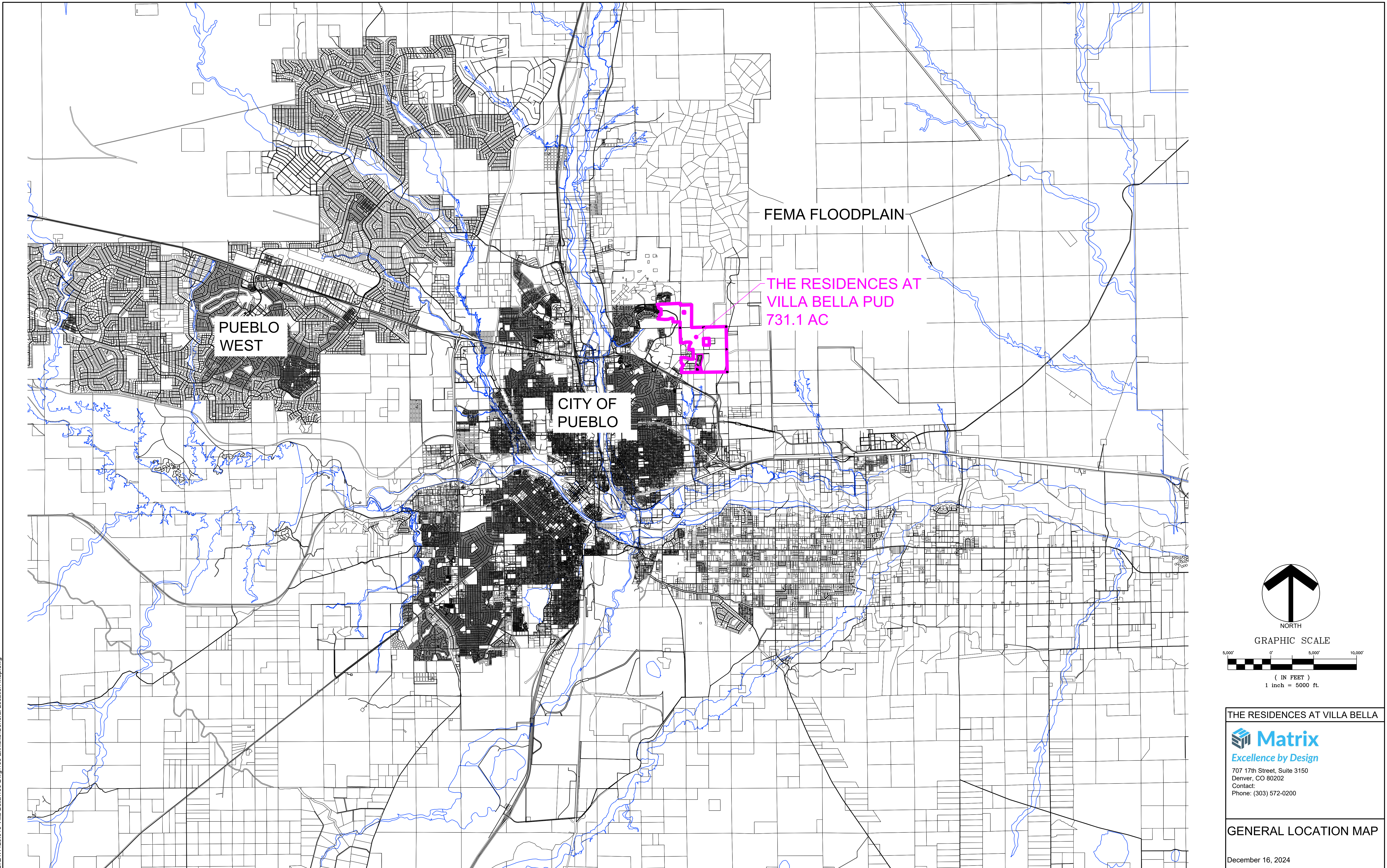
SAID PARCEL 3 CONTAINS A CALCULATED AREA OF 1,047,063 SQUARE FEET (24.037 ACRES, MORE OR LESS).

PARCEL 4: LOTS 1 TO 28, INCLUSIVE, IN BLOCK 21, LOTS 1 TO 16, INCLUSIVE, IN BLOCK 22, , TOGETHER WITH THAT PORTION OF MILANO WAY RIGHT-OF-WAY LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF BERGAMO DRIVE, THAT PORTION OF NAPOLI WAY RIGHT-OF-WAY LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF BERGAMO DRIVE, AND ALL OF THE RIGHT-OF-WAY OF AVANTI COURT, ALL IN VILLA BELLA SUBDIVISION, FILING NO. 1 RECORDED UNDER RECEPTION NO. 1805424 OF THE PUEBLO COUNTY, COLORADO RECORDS.

SAID PARCEL 4 CONTAINS A CALCULATED AREA OF 214,718 SQUARE FEET (5.549 ACRES, MORE OR LESS).

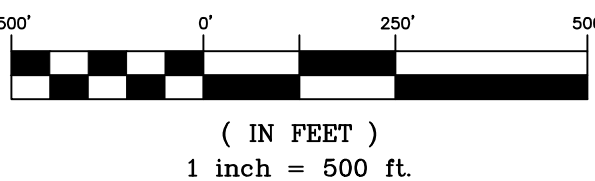
SAID PARCELS CONTAINING AN ADJUSTED CALCULATED AREA OF 31,849,473 SQUARE FEET (731.163 ACRES, MORE OR LESS).

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 16, T20S, R64W OF THE 6th P.M., PUEBLO COUNTY, COLORADO, BEING MONUMENTED AT THE SECTION CORNER COMMON TO SECTIONS 16, 17, 20, AND 21 WITH A 3 1/2" ALUMINUM CAP STAMPED "ACS T20S R64W S17 S16 S20 S21 2009 LS 36061" FROM WHENCE THE QUARTER CORNER COMMON TO SECTIONS 16 AND 21 BEING MONUMENTED BY A 3 1/2" ALUMINUM CAP STAMPED "ACS T20S R64W S16 S21 1/4 2009 LS 36061" BEARS N89°15'26"E A DISTANCE OF 2,665.71 FEET.





 PUEBLO CITY LIMITS
SITE BOUNDARY

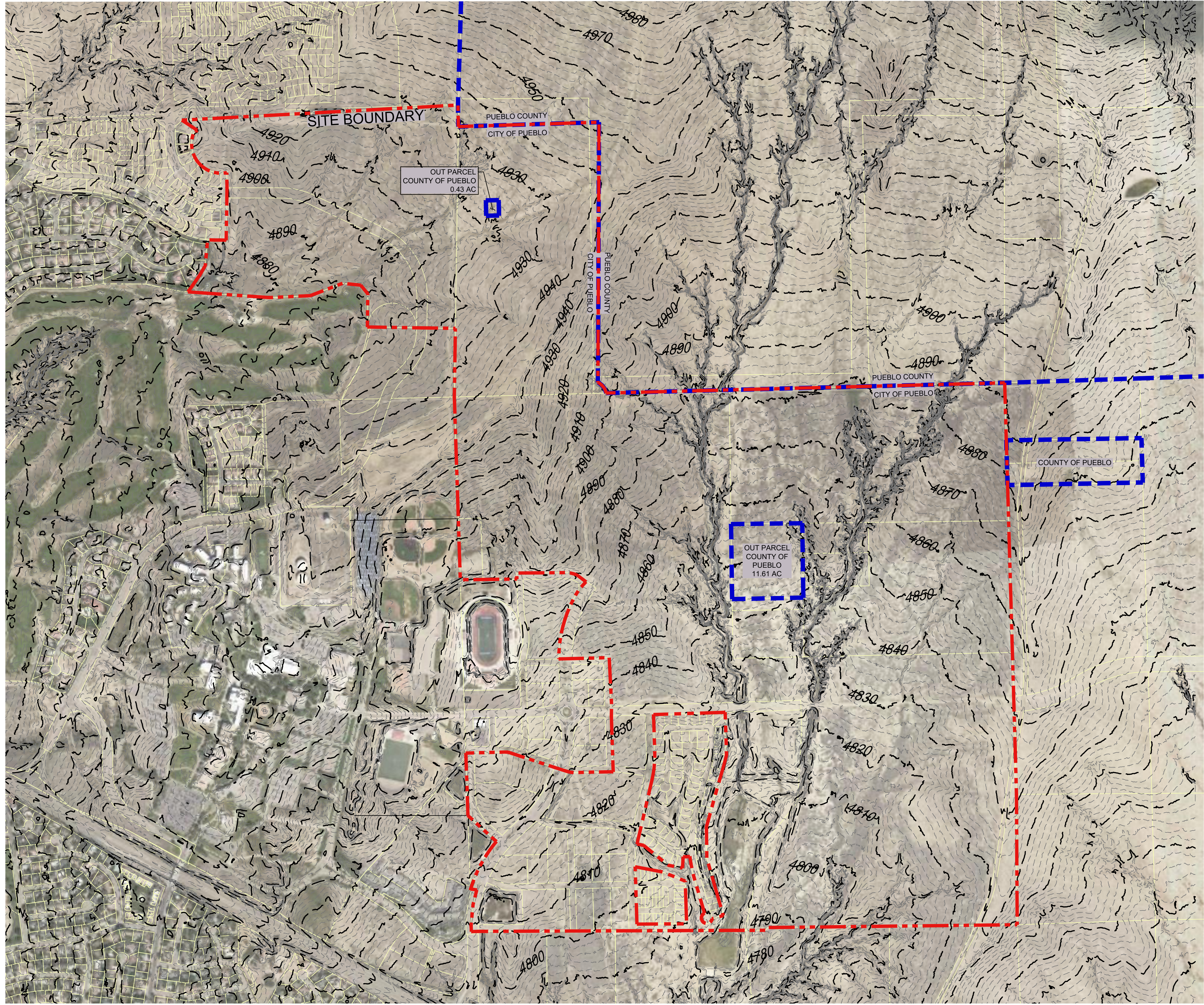


Villa Bella

January 6, 2025

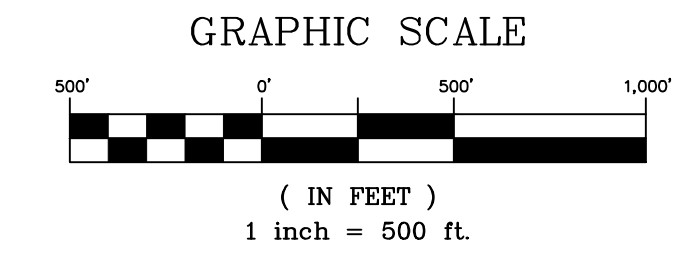
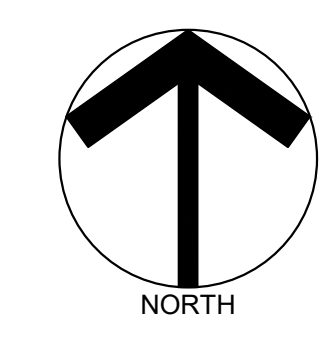
THE RESIDENCES AT

Villa Bella



LEGEND

- PUEBLO CITY LIMITS
- SITE BOUNDARY



THE RESIDENCES AT VILLA BELLA

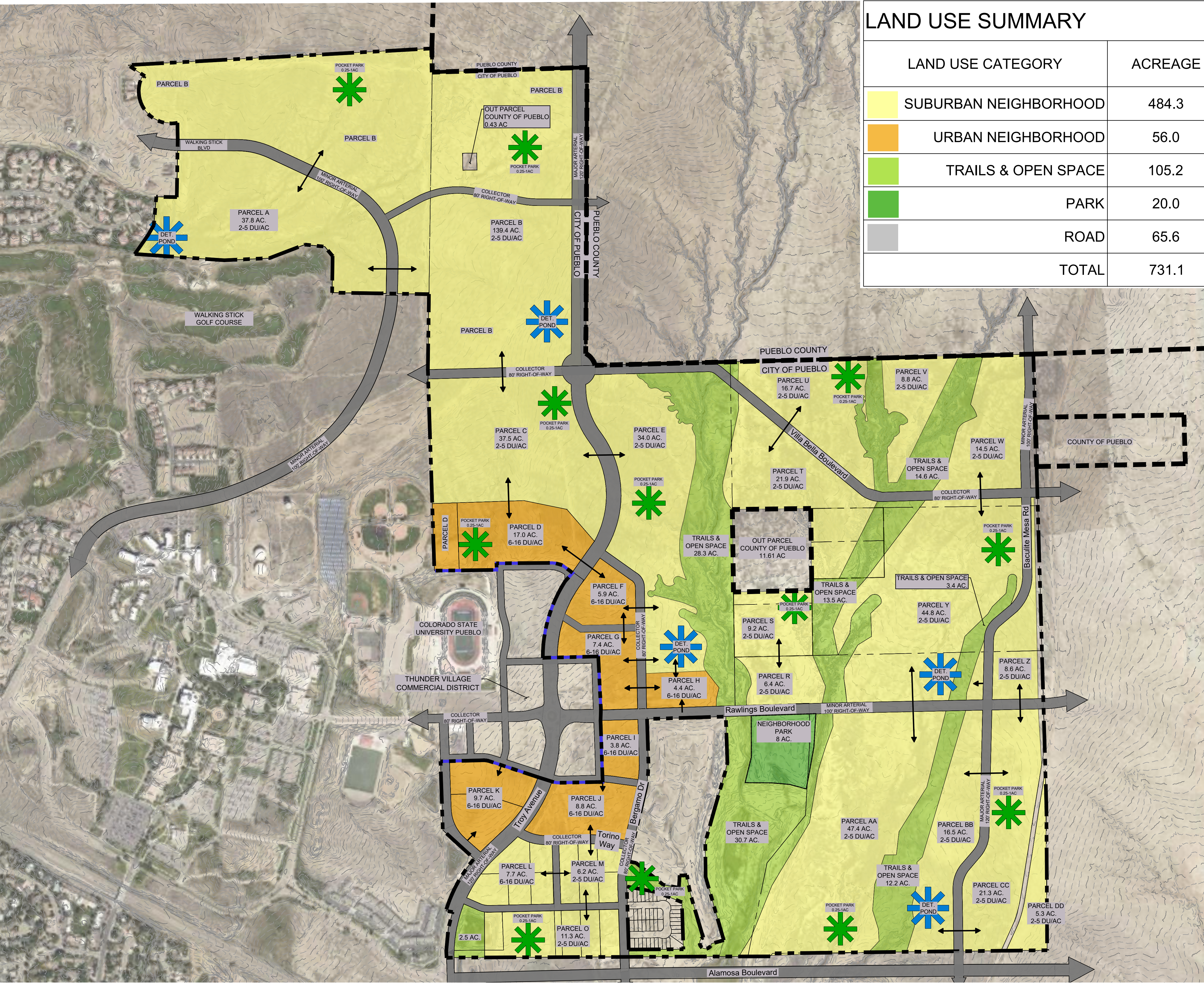
Matrix
Excellence by Design

707 17th Street, Suite 3150
Denver, CO 80202
Contact:
Phone: (303) 572-0200

TOPOGRAPHY MAP

January 06, 2025

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LAND USE SUMMARY

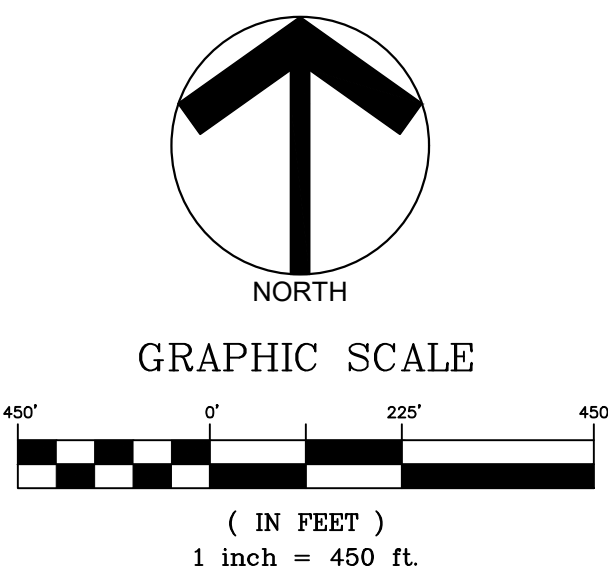
LAND USE CATEGORY	ACREAGE	ACREAGE %	MAX. DU/AC	MAX. UNITS
SUBURBAN NEIGHBORHOOD	484.3	66.2%	5	2645
URBAN NEIGHBORHOOD	56.0	7.7%	16	900
TRAILS & OPEN SPACE	105.2	14.4%	N/A	N/A
PARK	20.0	2.7%	N/A	N/A
ROAD	65.6	9.0%	N/A	N/A
TOTAL	731.1	100%		3,545

THE RESIDENCES AT



LEGEND

- POCKET PARK
- DETENTION POND
- PROPOSED LOCAL ROADS
- EXISTING PARCEL BOUNDARY LINE
- EXISTING/PROPOSED ROADS
- NEIGHBORHOOD PARK
- TRAILS & OPEN SPACE
- VILLA BELLA BOUNDARY
- COUNTY BOUNDARY
- THUNDER VILLAGE BOUNDARY



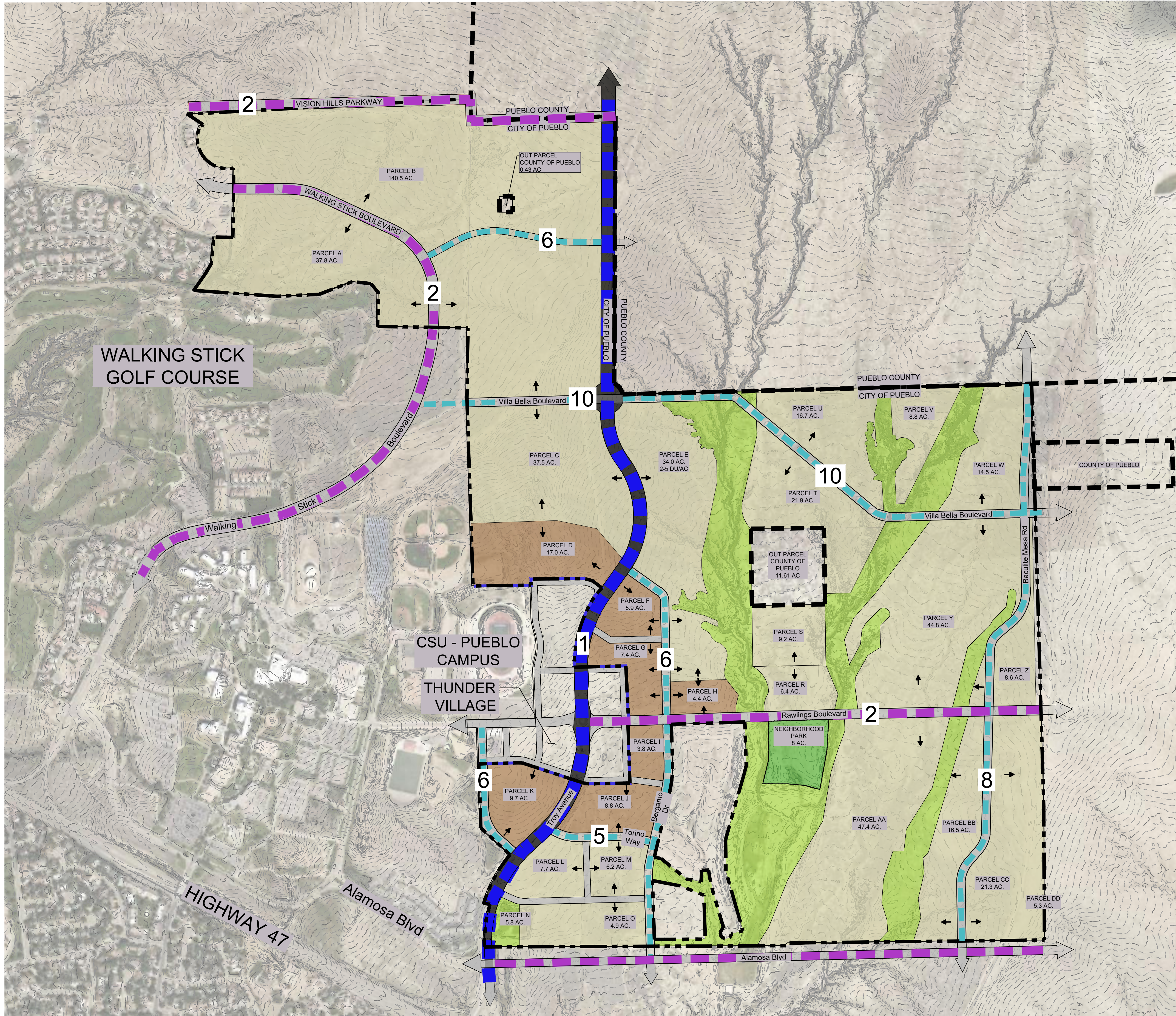
THE RESIDENCES AT VILLA BELLA

Matrix
Excellence by Design
707 17th Street, Suite 3150
Denver, CO 80202
Contact:
Phone: (303) 572-0200

LAND USE MAP

January 06, 2025

S:\21.1129.010 Villa Bella\100 Dwg\105 Exhibits\Circulation Map.dwg



THE RESIDENCES AT

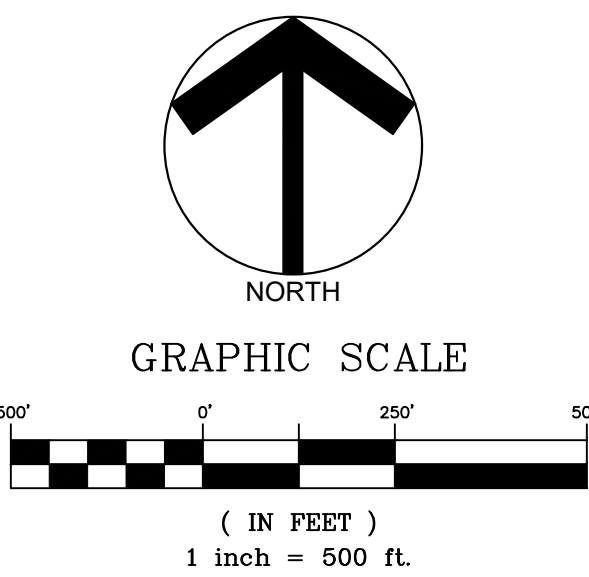


ROADWAY SUMMARY TABLE

ROAD USE CATEGORY	SEGMENT NUMBER	RIGHT OF WAY WIDTH
MAJOR ARTERIAL	1	120 FT
MINOR ARTERIAL #1	2	100 FT
MIXED USE COLLECTOR #1	5 ,6,10	80 FT
MIXED USE COLLECTOR #2	8	80 FT

LEGEND

-  PARKWAY
-  MAJOR ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  PUEBLO COUNTY BOUNDARY
-  THUNDER VILLAGE BOUNDARY
-  VILLA BELLA BOUNDARY
-  ACCESS ROAD
-  ROAD SEGMENT NUMBERS (SEE TABLE OF ROADWAY STANDARDS IN THE DEVELOPMENT GUIDE)



THE RESIDENCES AT VILLA BELLA

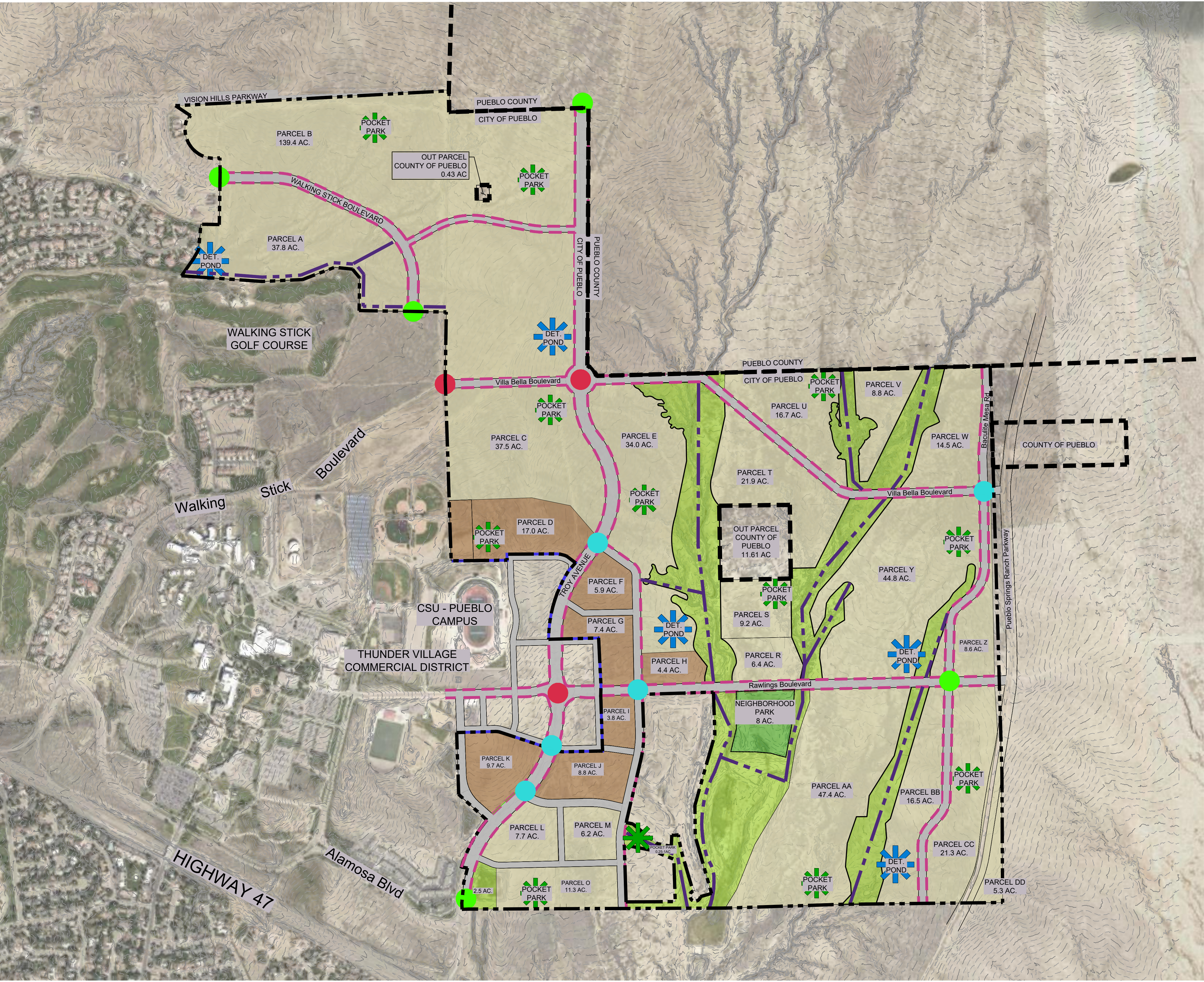
Matrix
Excellence by Design
707 17th Street, Suite 3150
Denver, CO 80202
Contact:
Phone: (303) 572-0200

CIRCULATION PLAN

January 06, 2025

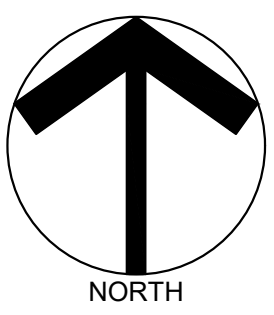
THE RESIDENCES AT

Villa Bella

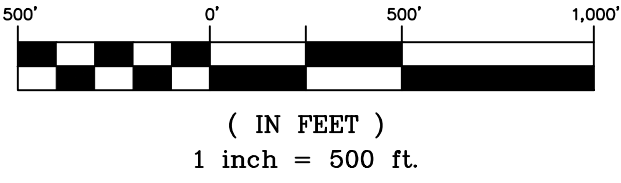


LEGEND

- POCKET PARK
- DETENTION POND
- PUEBLO COUNTY BOUNDARY
- OFF-STREET TRAILS
- ON-STREET TRAILS
- VILLA BELLA BOUNDARY
- THUNDER VILLAGE BOUNDARY
- NEIGHBORHOOD PARK
- TRAILS & OPEN SPACE
- ENTRY FEATURE
- ROUND ABOUT
- MINOR INTERSECTION



GRAPHIC SCALE



THE RESIDENCES AT VILLA BELLA

Matrix
Excellence by Design
707 17th Street, Suite 3150
Denver, CO 80202
Contact:
Phone: (303) 572-0200

TRAIL USE MAP

January 6, 2025

November 26, 2024

The City Planning and Zoning Commission will hold a public hearing on a request from The Landhuis Company, for the review and recommendation of the following application generally located east of CSU-P and north of Cesar Chavez Blvd.

Z-24-06: Amendment to the Villa Bella Planned Unit Development, to include land recently acquired and annexed by the applicant and amendments to the residential development standards, total land area included is 760.8 acres.

The Planning and Zoning Commission meeting will be held on December 11, 2024, at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO. To review the plans and staff report for the proposed application, please visit www.pueblo.us/151/Planning-Zoning-Commission 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

November 26, 2024

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

CASE NUMBER Z-24-06

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located at Villa Bella PUD 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.

11-21-24

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin Mailed by CM

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 Villa Bella PUD, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

11-21-24 Photo uploaded by Planner 12-2-24

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin Photo taken by Planner

Owner	OwnerStree	City	State	Zip
PUEBLO MASTERPLAN COMMUNITIES LLC + QUAIL RIDGE DEVELOPERS LLC	1 JUDYS DREAM LN	PUEBLO	CO	81005-8703
OLDJA JONATHAN D + OLDJA GEORGIANA	12931 BROOKHILL DR	COLORADO SPRINGS	CO	80921-5697
COLORADO STATE BOARD OF AG	1525 SHERMAN ST	DENVER	CO	80203-1714
RAEL FRED S	1536 BACULITE MESA RD	PUEBLO	CO	81001-2459
PRIETO CORRALES MARTIN EDUARDO	1836 W 19TH ST	PUEBLO	CO	81003-1002
D T C H L S CORP + H E SMITH + DTCHLS CORP	2020 BACULITE MESA RD	PUEBLO	CO	81001-2456
VISTAS AT WALING STICK HOA + CALEB DEVELOPMENT LLC 36.45% / LORS	212 N WAHSATCH AVE STE 301	COLORADO SPRINGS	CO	80903-3476
ARMORY LLC + EAGLE DEVELOPMENT COMPANY	212 N WAHSATCH AVE STE 301	COLORADO SPRINGS	CO	80903-3476
N V H PHASE 2A LLC	2124 WAKE FOREST CT	COLORADO SPRINGS	CO	80918-7922
PUEBLO COUNTY	215 W 10TH ST	PUEBLO	CO	81003-2945
CSU PUEBLO THUNDERBOWL LLC + THUNDER VILLAGE I LLC	2200 BONFORTE BLVD	PUEBLO	CO	81001-4901
JENRO PROPERTIES LLC + GERSICK COLLEGE PROPERTY LLC	230 MELROSE AVE	PUEBLO	CO	81004-1053
A N C COLORADO HOLDING LLC	2360 CORPORATE CIR STE 330	HENDERSON	NV	89074-7707
VBE BUILDING CORP	2390 RAWLINGS BLVD	PUEBLO	CO	81001-4905
OLIVER JAMES F	247 RUE DES CHATEAUX	TARPON SPRINGS	FL	34688-8606
COVACH VIORA/ COVACH JUAN CARLOS	24962 HAYUCO	MISSION VIEJO	CA	92692
WOLFE MONICA/RIVERA BRIAN	2501 TORINO WAY	PUEBLO	CO	81001
CATABAY ALLAN / CATABAY MIGREZ	2505 TORINO WAY	PUEBLO	CO	81001
PATEL SUNAY/ PATEL PRAVINCHANDRA	2506 TORINO WAY	PUEBLO	CO	81001
CRUZ FABIAN / MARTINEZ EMILY CHANTE	2509 TORINO WAY	PUEBLO	CO	81001-4912
MANIATIS MARIA G	2510 TORINO WAY	PUEBLO	CO	81001-4912
MARTIC IVAN / MARTIC ANNE TYLER	2514 TORINO WAY	PUEBLO	CO	81001-4912
STANSFIELD KATHERINE MARIE / PETERS	2517 TORINO WAY	PUEBLO	CO	81001-4912
JAMES TERRY SCOTT / MARTINEZ-JAMES	2518 TORINO WAY	PUEBLO	CO	81001-4912
SANDOVAL LETICIA	2521 TORINO WAY	PUEBLO	CO	81001
ROBERTSON GRANT D / ROBERTSON RENAE	2522 TORINO WAY	PUEBLO	CO	81001-4912
REIS JOSHUA MYKEL	2525 BELLA TERRA DR	PUEBLO	CO	81001-4911

MARTINEZ ANTHONY	2526 TORINO WAY	PUEBLO	CO	81001-4912
MARCHIANI RICKIE TRAVIS	2529 BELLA TERRA DR	PUEBLO	CO	81001-4911
ROFLO ARNEL / ROFLO LEI ANN	2530 TORINO WAY	PUEBLO	CO	81001-4912
TAPIA JAZMEN	2531 BELLA TERRA DR	PUEBLO	CO	81001-4911
2751 N PUEBLO BLVD LLC + H M C D INVESTMENTS LLC	2751 N PUEBLO BLVD	PUEBLO	CO	81008-2203
GASKILL RONNIE H / GASKILL LENA M	3202 BELLA LUNA DR	PUEBLO	CO	81001-4906
RIVERS DARRIN SHAVON	3206 BELLA LUNA DR	PUEBLO	CO	81001
SANCHEZ CHRISTINE	3210 BELLA LUNA DR	PUEBLO	CO	81001-4906
SPERBER ELLY CHRISTINE/SPERBER JARE	3214 BELLA LUNA DR	PUEBLO	CO	81001
HADDONSTONE MANAGEMENT COMPANY	32207 UNITED AVE	PUEBLO	CO	81001-4819
BHAGAT PAYAL ANKIT / BHAGAT ANKIT V	3222 BELLA LUNA DR	PUEBLO	CO	81001-4906
OAKMAN RONALD JOSEPH II/ OAKMAN LAT	3226 BELLA LUNA DR	PUEBLO	CO	81001-4906
BODEMER CHRISTOPHER / GARCIA MELISS	3230 BELLA LUNA DR	PUEBLO	CO	81001-4906
CURREN RESIDENT	3238 BELLA LUNA DR	PUEBLO	CO	81001
PUEBLO SPRINGS RANCH LLC A NEVADA L	3275 S JONES BLVD STE 104	LAS VEGAS	NV	89146-6768
BASCO FHERLY JOY/ BATAO EY EMMANUEL	3302 BELLA LUNA DR	PUEBLO	CO	81001-4909
COFFEY KARI/DAVIS RYAN	3306 BELLA LUNA DR	PUEBLO	CO	81001-4909
HILLYER TAE / HILLYER SHELLEY	3310 BELLA LUNA DR	PUEBLO	CO	81001-4909
GUILLORY SEBASTIAN DOMINIQUE / GUIL	3315 BELLA LUNA DR	PUEBLO	CO	81001-4909
SANCHEZ ADRIAN / SANCHEZ LOUISE	3318 BELLA LUNA DR	PUEBLO	CO	81001-4909
TUTTOILMONDO TODD	3319 BELLA LUNA DR	PUEBLO	CO	81001-4909
ROY MONICA ROSE / ROY RONALD JAMES	3322 BELLA LUNA DR	PUEBLO	CO	81001-4909
GOMEZ ESTEBAN JULIAN / GARCIA PATRI	3323 BELLA LUNA DR	PUEBLO	CO	81001-4909
GARCIA RUSSELL / ALARID LIZA	3326 BELLA LUNA DR	PUEBLO	CO	81001-4909
REID ROBERT	3327 BELLA LUNA DR	PUEBLO	CO	81001
MOBLEY MICHAEL	3330 BELLA LUNA DR	PUEBLO	CO	81001-4909
EATON JOSHUA WILLIAM / EATON JESSIC	3331 BELLA LUNA DR	PUEBLO	CO	81001-4909
MODE JOHN DIEUDONNE/ MODE KERENE	3334 BELLA LUNA DR	PUEBLO	CO	81001-4909
REZA SYED H/RIZVI ALIZEH	3335 BELLA LUNA DR	PUEBLO	CO	81001-4909
UMOH EMEM LYDIA	3338 BELLA LUNA DR	PUEBLO	CO	81001-4909
LEICHT JOHN L / LEICHT SANDRA C	3339 BELLA LUNA DR	PUEBLO	CO	81001
GALLEGOS ERIKA RENEE/ GALLEGOS KC A	3342 BELLA LUNA DR	PUEBLO	CO	81001-4909

GONZALES MARK ALAN / REYNA GONZALES	3343 BELLA LUNA DR	PUEBLO	CO	81001-4909
CASTILLO CYNTHIA LOU	3401 BELLA LUNA DR	PUEBLO	CO	81001-4910
PEARCE ROBERT A/VASQUEZ JOHN A	3402 BELLA LUNA DR	PUEBLO	CO	81001-4910
MCCULLOUGH ALEXA TORI/MCCULLOUGH DA	3405 BELLA LUNA DR	PUEBLO	CO	81001-4910
CHEN HENRY H	3406 BELLA LUNA DR	PUEBLO	CO	81001-4910
BOLIBA TANYA S/BOLIBA KENNETH W	3409 BELLA LUNA DR	PUEBLO	CO	81001-4910
NICKEL DAVID A/NICKEL EILEEN R	3410 BELLA LUNA DR	PUEBLO	CO	81001-4910
POWERS STEPHANIE MARIE/ POWERS GLEN	3413 BELLA LUNA DR	PUEBLO	CO	81001-4910
PRESTON GINNA KATHARINE REVOCABLE T	3414 BELLA LUNA DR	PUEBLO	CO	81001-4910
HAYS TYLER MICHAEL/HAYS KATEE LYNN	3417 BELLA LUNA DR	PUEBLO	CO	81001-4910
HAGGY CHRISTOPHER LEE/BRASSELL HAGG	3418 BELLA LUNA DR	PUEBLO	CO	81001-4910
BALLAGE REGINALD JAY/BALLAGE LAVOND	3422 BELLA LUNA DR	PUEBLO	CO	81001-4910
HAILE SEMERE WELDU/ DAWIT LUWAM	3425 BELLA LUNA DR	PUEBLO	CO	81001-4910
HARDEY SHAUN ROBERT/ ZANIBONI MARIE	3430 BELLA LUNA DR	PUEBLO	CO	81001-4910
LUGO EFRAIN IZQUIERDO	3434 BELLA LUNA DR	PUEBLO	CO	81001-4910
WOLF VILLAGE INVESTORS LLC	3528 PRECISION DR STE 100	FORT COLLINS	CO	80528-3502
DEL DUCA MAUREEN L/DEL DUCA TED T	4 PORTMARNOCK PL	PUEBLO	CO	81001-1178
SPEES ROBERT LIVING TRUST + SPEES ANNEISE LIVING TRUST	4009 ST ANDREWS DRIVE	PUEBLO	CO	81001
FISHER EDWARD R / FISHER DESTIN D	4100 MUIRFIELD CT	PUEBLO	CO	81001-1107
WESTBROOK SEAN E / WONG WESTBROOK W	4101 MUIRFIELD CT	PUEBLO	CO	81001-1107
RYDER GENA E	4102 MUIRFIELD CT	PUEBLO	CO	81001-1107
PATEL ASHOK/PATEL SMITA	4104 MUIRFIELD CT	PUEBLO	CO	81001-1107
KANDUKURI RAJEEV CHANDRA/SEETHARAMA	4105 MUIRFIELD CT	PUEBLO	CO	81001-1107
RODE GREGORY A/RODE GRETCHEN K	4106 MUIRFIELD CT	PUEBLO	CO	81001-1107
PRESTI BLAIR C + PRESTI KATRINA VAN HOESSEN	4110 MUIRFIELD CT	PUEBLO	CO	81001-1107
MIDDELKAMP ANN	4147 OUTLOOK BLVD UNIT P	PUEBLO	CO	81008
AMIN AVIK	4304 ST ANDREWS DR	PUEBLO	CO	81001-1165
RICHMOND AMERICAN HOMES OF COLORADO	4350 S MONACO ST	DENVER	CO	80237-3400
HEPWORTH MATTHEW /HEPWORTH HEATHER	3314 BELLA LUNA DR	PUEBLO	CO	81001-4910

ISLAM MD / FERDOUS JANNATUL	3234 BELLA LUNA DR	PUEBLO	CO	81001-4910
BRADFORD MARY LEA	2521 BELLA TERRA DR	PUEBLO	CO	81001-4910
GOMEZ MATTHEW PAUL	3426 BELLA LUNA DR	PUEBLO	CO	81001-4910
CLARK JAMIE D	2513 TORINO WAY	PUEBLO	CO	81001
N V H PHASE 4 LLC	4408 TURNBERRY CRESCENT	PUEBLO	CO	81001-1162
HYATT ADAM M / HYATT ALEXUS A	4705 MICA ST	PUEBLO	CO	81001-1039
LEAPAGA SUZETTE NICOLE	4805 WALKING STICK BLVD	PUEBLO	CO	81001
PADILLA CONSTANCE R AGREEMENT OF TR	4810 DESERT CANDLE DR	PUEBLO	CO	81001
CURRENT RESIDENT	4813 DESERT CANDLE DR	PUEBLO	CO	81001
MACKIN GAIL S	4835 WALKING STICK BLVD	PUEBLO	CO	81001-4940
WELLNER TERI J	4866 WALKING STICK BLVD	PUEBLO	CO	81001
OLVEY JILL M	4874 WALKING STICK BLVD	PUEBLO	CO	81001-4940
610 RLLLP	504 N GRAND AVE	PUEBLO	CO	81003-3113
UNIVERSITY VILLAGE COMM LLC	6304 CHARRINGTON DR	ENGLEWOOD	CO	80111-1109
PUEBLO SPROUT DEVELOPMENT, LLC	6813 COMMERCE DR	HUBBARD	OH	44425-2945
JENSEN GREG	6890 W STATE HIGHWAY 78	PUEBLO	CO	81005-9608
SERRACINO PETER VINCENT/SERRACINO Y	970 PROSPECT AVE APT 210	HOLLISTER	CA	95023-4996
COLORADO STATE BOARD OF AG ATTN: JOHNNA DOYLE DEPUTY GENERAL COUNSE	305 INTERLOCKEN PARKWAY	BROOMFIELD	CO	80021
CITY OF PUEBLO A MUNICIPAL CORPORAT ATTN: MAYOR	1 CITY HALL PL	PUEBLO	CO	81003-4201
RICHMOND AMERICAN HOMES OF COLORADO C/O MATT HENGEL	2509 TORINO WAY	PUEBLO	CO	81001-4912
J M LAND AND CATTLE LLC C/O MICHAEL A OCCHIATO	11 HARROGATE TERR	PUEBLO	CO	81001-1723
FOOTHILLS FARM RLLLP C/O PATRICK A LEACH	810 QUITA CT	PUEBLO	CO	81001-1072
CITY OF PUEBLO A MUNICIPAL CORPORAT	PO BOX 1427	PUEBLO	CO	81002-1427
PUEBLO SPROUT DEVELOPMENT LLC	PO BOX 248	HUBBARD	OH	44425-0248
COURTYARD CREATIONS LLC	PO BOX 8024	PUEBLO	CO	81008-8024



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 10, 2025

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 B-2, SUBREGIONAL BUSINESS ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone .38-acres located at 634 Goodnight Avenue, generally east of City Park and west of Dotson Avenue in the Aberdeen Neighborhood, from R-2, Single-Family Residential Zone District to B-2, Subregional Business Zone District.

PREVIOUS COUNCIL ACTION:

On October 28, 2024, City Council denied the applicant's request under case no. Z-24-04, to rezone the property from R-2, Single-Family Residential Zone District to CCN, Commercial Charter Neighborhood Zone District. With this new rezoning request, the applicant is concurrently requesting the Zoning Board of Appeals approve a variance (ZBA-24-44) to reduce the off-street parking requirement in a B-2 Zone District.

BACKGROUND:

634 Goodnight Avenue is a 4,968 square foot, former Mennonite Church on a 16,500 square foot lot located east of City Park, in the Aberdeen Neighborhood. The church was built in 1959 and operated as such until 2023 when the property was purchased by 1Legacy Investments. The new owner would like to repurpose the building as a multipurpose office space, instructional and massage studio. A previous application for rezoning, Z-24-04, was recommended for approval by the planning commission in September and was denied by City Council on October 28, 2024. The applicant revised their redevelopment plan to exclude the banquet hall and create an office-instructional space instead. The new application to rezone to a B-2 zone district will allow the proposed uses: office, instructional studio, massage service, as Uses by Right. The proposed redevelopment plan is anticipated to generate steady but smaller demands for traffic than the previous assembly hall request. 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. With the new proposed office and professional service use, the required number of parking spaces is 19. The applicant has a concurrent variance application to reduce the number of on-site parking spaces from 19 to 11 (ZBA-24-03) which will appear before the Zoning Board of Appeals on February 26, 2025..The proposed rezoning request conforms with the 2022 Pueblo Regional Comprehensive Plan future land use 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 an office and instructional studio, which is considered neighborhood-scale commercial.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their February 12, 2025, Regular Meeting, voted 6-0 to recommend approval.

STAKEHOLDER PROCESS:

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

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

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be zoned in accordance with the 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-24-23 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO
REZONE 634 GOODNIGHT AVENUE FROM R-2, SINGLE-
FAMILY RESIDENTIAL ZONE DISTRICT TO B-2, SUBREGIONAL
BUSINESS 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 to B-2, Subregional Business Zone District:

Lots 1 to 5, Block 1, Adams Subdivision

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk



Know what's below.
Call before you dig.



PARKING NOTES:

BUILDING AREA:
4968 SF

PARKING CALCULATIONS:

Office Space: Professional or Medical
Minimum 5 spaces up to 1250 SF, plus 1 additional
space for every 250 SF
4968-1250=3718 / 250=14
5 spaces plus 14 additional, variance of 8 off-street
spaces

The office Space: Professional or Medical, will primarily
be used during normal business hours Monday through
Friday

PARKING REQUIRED:

10 Spaces
(2) ADA Van Accessible Space

EXISTING ON-SITE PARKING PROVIDED:

2 VEHICLES
2 VAN ACCESSIBLE
11 TOTAL

EXISTING ON-STREET PARKING PROVIDED:

10 REGULAR (PARALLEL)

ADDRESS:
634 GOODNIGHT AVE.
PUEBLO, CO 81005

ZONING:

ZONE DISTRICT SLP (ZBA-24-C2)

LEGAL DESCRIPTION:

LOTS 1 TO 5 BLK 1 ADAMS SUB

TAX SCHEDULE:

PARCEL #534410001

LOT SIZE:

0.38 ± ACRES

ACCESSIBLE ACCESS NOTES:

- * IF SIGNS ARE POLE MOUNTED, BOTTOM OF SIGN TO BE 7'0" ABOVE FINISHED GRADE
- * IF SIGNS ARE WALL MOUNTED, BOTTOM OF SIGN TO BE 5'0" ABOVE FINISHED GRADE
- * MINIMUM SIGN HEIGHT SHALL BE 66 INCHES
- * MINIMUM SIGN WIDTH SHALL BE 36 INCHES
- * MINIMUM SIGN SPACING SHALL BE 1'0" FOR A MINIMUM 20'0" WIDE MAX CROSS SIDE SHALL BE 1'0"0"
- * CURB STOPS TO BE INSTALLED AT ALL DISCOUNTED REGULAR PARKING SPACES WITH 1'10" VAN ACCESSIBLE SPACE AND ACCESSIBLE PAINTED BLUE
- * EACH HANDICAP SPACE MUST HAVE EITHER A 6" OR 8" RAMP SIGN
- * ALL EXISTING PARKING SURFACES TO BE PAINTED CONFORMING TO STANDARD SPECIFICATIONS FOR ASPHALT AND CONCRETE SURFACES TO BE PAINTED WITH WHITE PAINT AND VEHICLE LANE MARKINGS OF 2" OR MORE AND SHALL BE PAINTED VISIBLE WITH ACOUSING SURFACE (PII & ROAD)
- * 4" WHITE PAINT MARKINGS FOR PARKING STRIPS



Gagliano Engineering, Inc. - (719) 547-7073
1015 S. W. 10th St. Suite #150
Pueblo, CO 81004

ATTENTION!
REPRODUCTION OF THIS DRAWING
MAY HAVE CAUSED DETENTION

PARKING PLAN
634 GOODNIGHT AVE

PROJECT NO. 2024-061
SCALE: 1"=20'-0"
DRAWN BY: JH
CHECKED BY: JH
DRAWING NO. 2024-061-001
DATE: 04/19/24
SHEET NO. PARKING

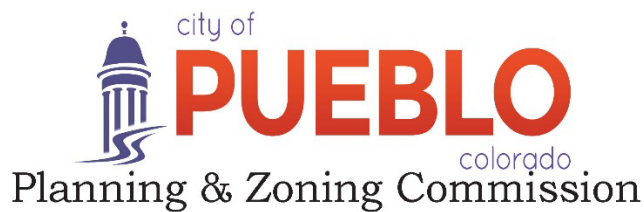
REVISIONS	DATE	BY	DESCRIPTION
1	04/19/24	JH	Initial Design

PREPARED UNDER THE DIRECT SUPERVISION OF
STATE OF COLORADO REGISTRATION NO. 37710

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday February 12, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:38 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Brett Boston, Alexandra Aznar, Lisa Bailey, and 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, Cindy Capritta, Land Use Tech

Staff Members Absent: None

Approval of the Agenda: Bailey motioned to approve the agenda as amended, seconded by Spinuzzi.

Motion Passed: 6-0

Public Meeting:

Public Hearings:

1. Z-24-23 Rezone: Rezoning of .38 acres located at 634 Goodnight Ave from Single Family Residential (R-2) to Subregional Business District (B-2) Staff report by Wade Broadhead.

Hearing: Applicant Casey Prutch was sworn in and spoke in support of the rezoning application. No one appeared in opposition.

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

Motion Passed: 6-0.

Z-24-23

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 12, 2025

SUBJECT: **Rezone from Single-family Residential (R-2) Zone District to Subregional Business Zone District (B-2).**

APPLICANT: Casey Prutch

PROPERTY OWNER: 1Legacy Investments LLC

LOCATION: 634 Goodnight Ave.

EXISTING ZONE: R-2, Single-family Residential Zone District

PROPOSED ZONE: B-2, Subregional Business Zone District

PREVIOUS AND CURRENT BOARD ACTIONS: Z-24-04: Rezone from R-2 Single Family to CCN Commercial Charter Neighborhood, approved by P and Z, denied by City Council.
ZBA-24-02: Special Use Permit to allow for a Banquet Hall in a Commercial Charter Neighborhood (CCN) Zone District (Approved, Contingent upon rezone to CCN. Council denied rezone, SUP was subsequently not granted)
ZBA-24-44: Variance to reduce the off-street parking requirement in a Subregional Business District Zone District (B-2) February 2025, ZBA, Contingent upon Rezone

REQUEST:

Applicant is requesting to rezone the subject property from R-2 to B-2, Subregional Business 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 in 1959 and operated as such until 2023 when the property was purchased by 1Legacy Investments. The new owner would like to repurpose the building as a multipurpose office space, instructional and massage studio.

A previous application for rezoning, Z-24-04, was recommended for approval by the planning commission in September and denied by City Council on October 28, 2024. The applicant revised their redevelopment plan to exclude the banquet hall and create an office-instructional space instead.

The new application to B-2 will allow the proposed uses: office, instructional studio, massage service, as Uses by Right. The proposed redevelopment plan is anticipated to generate steady but smaller demands for traffic than the previous assembly hall.

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. With the new proposed office and professional service use, the required number of parking spaces is 19. The applicant has a concurrent variance application to reduce

the number of on-site parking spaces from 19 to 11 (ZBA-24-03) which will appear before the Zoning Board of Appeals on February 26, 2025. It is assumed that the 10 on street parking spaces will adequately serve office and studio uses.

STAFF REVIEW AND FINDINGS:

The purpose of the B-2 Zone District is intended to provide areas for the sale and retail of convenience type goods and services required by the residents of a subregion provided that the outlets create no nuisance. The proposed office use meets the intent of the B-2 by providing a neighborhood serving use with low traffic demand and little to no noise or odor. The properties south of Goodnight Avenue, adjacent to the property, are all residential homes. The properties north of Goodnight Avenue are a combination of residential and a former medical office that is being remodeled for the City's Human Resources, Civil Service, and Law Department offices. 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. 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, meaning the property has the potential to become blighted if not redeveloped. Should the site be rezoned, all redevelopment efforts must conform with the B-2 Performance Standards in an effort to mitigate any externalities. The applicant will have to complete a tenant finish application with the city and Pueblo Regional Building Department and work with the Fire Department to accommodate the new occupancy rating (proposed uses).

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 an office and instructional studio, which is considered 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 B-2 Zone District requires a minimum of 5,000 square foot of lot area, with a minimum of 50-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 B-2 zone district.

□ **Lot coverage:**

- The B-2 Zone District allows a maximum lot coverage of 50%
- The current 4,968 sq ft structure on the property meets with maximum lot coverage.

□ **Zone District performance standards:**

The B-2 Performance Standards in an effort to minimize development impacts on the surrounding neighborhood and are described in detail below:

1. All portions of the area of the parcel...shall be landscaped, graded, paved, fenced, planted or covered by buildings...
 - The parcel is a mature developed site with landscaping, grass, trees, and a parking area that has been graded with gravel.
2. All outdoor storage areas shall be enclosed by tight fencing, walls or closely planted landscape material, sufficient in height to totally obscure the storage as seen from a height of (5) feet along the property line..."
 - The applicant has not proposed any outdoor storage for the possible uses. There is an existing small shed that is kept in good condition.
3. No sound, smoke, odor, vibration, dust glare or heat shall be measurable from beyond the outer boundaries of the parcel.
 - The applicant did not provide information that any of the uses would generate noise, smoke, or odor.

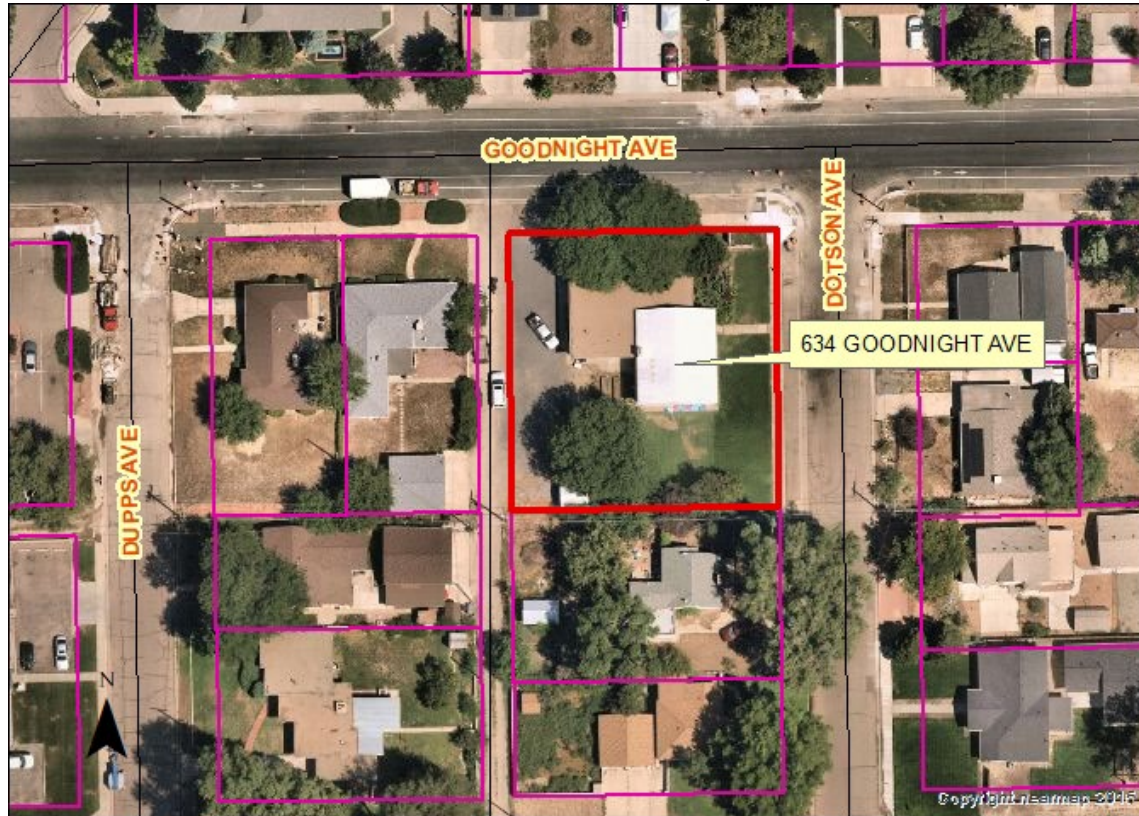
RECOMMENDED ACTION:

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

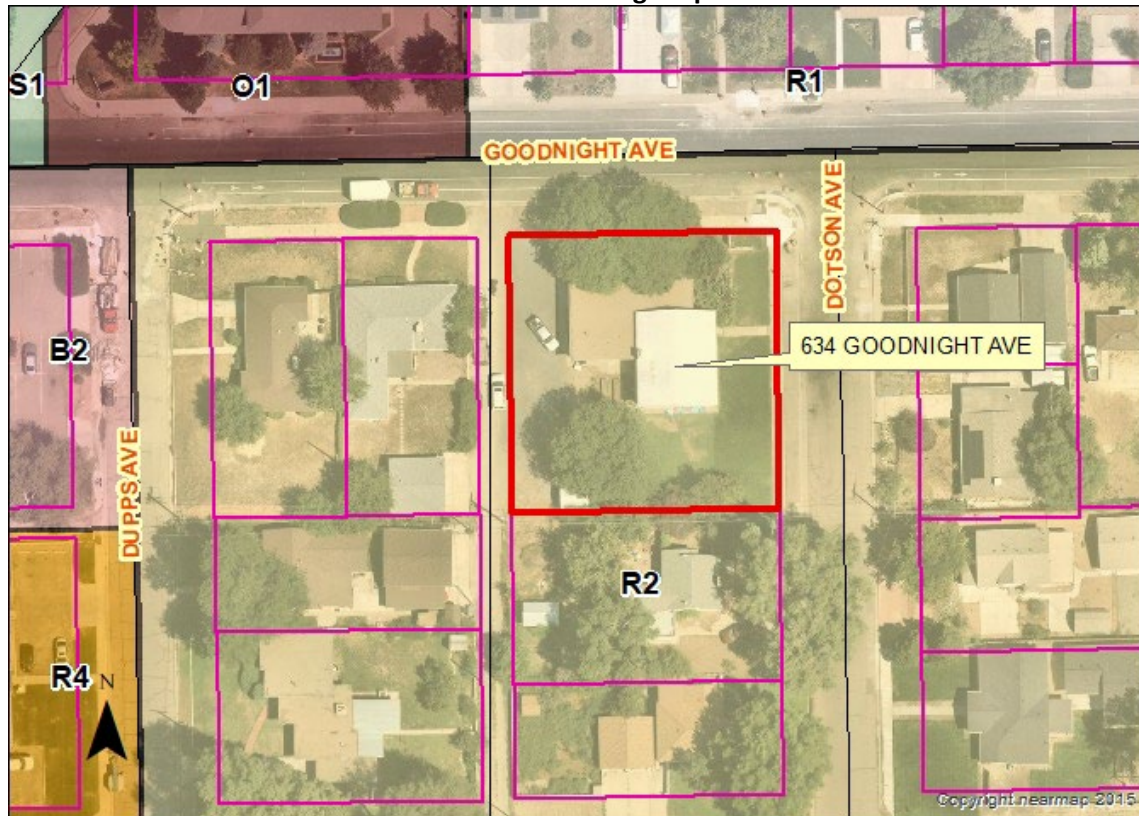
ATTACHMENTS:

- 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

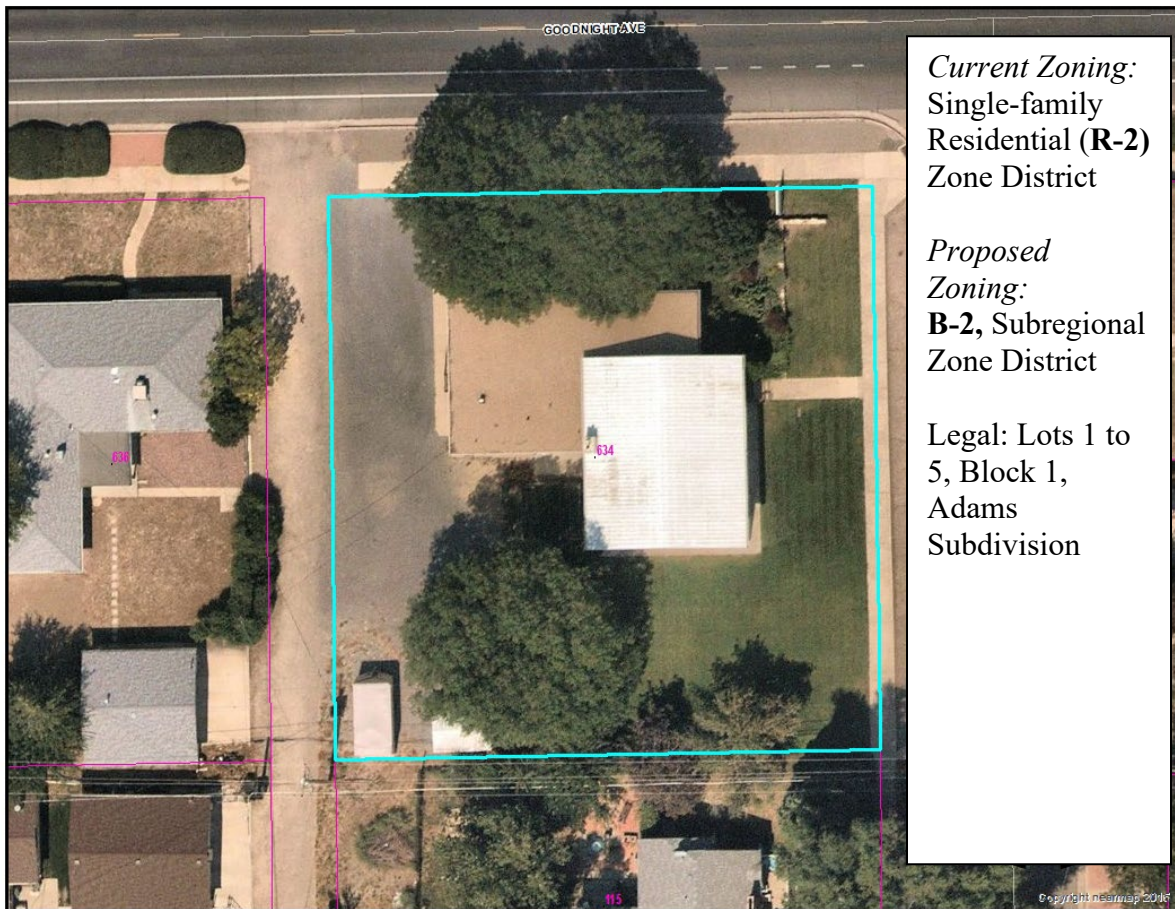


D. Site Photographs





E. Rezoning Exhibit



Current Zoning:
Single-family
Residential (**R-2**)
Zone District

*Proposed
Zoning:*
B-2, Subregional
Zone District

Legal: Lots 1 to
5, Block 1,
Adams
Subdivision

F. Application

 City of Pueblo PLACE

November 22, 2024

PZ-24-64
Planning & Zoning
Commission
Applications
Status: Active
Submitted On: 11/21/2024

Primary Location
634 GOODNIGHT AVE
PUEBLO, CO 81005
Owner
1LEGACY INVESTMENTS LLC
E EVANS AVE 918 PUEBLO ,
CO 81004-2537

Applicant
 Casey Prutch
 719-744-3161
 casey@cocannabisexchange.com
 634 Goodnight Ave
Pueblo, CO 81005

Hearing Information (Office Use Only)

 Number of cases
1

 Address Validation by GIS? 
☐

Planner Assigned
—

Case 1 - Number
Z-24-23

P&Z

P&Z Hearing Date
02/12/2025

Case 1 - P&Z Hearing Results
—

Public Notice

 Number of Posters
—

 Number of Postcards Sent
—

 Cost of Newspaper Notice
—

 Public Notice Costs
0





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: Wesley Lavong	
Company: 1Legacy Investments LLC	
Address: 918 E. Evans Ave	Zip: 81004
Phone: () 610-312-1226	Email: wesleylavong@gmail.com
Applicant	
Name: Casey Prutch	
Company: 1Legacy Investments LLC	
Address: 634 Goodnight Ave	Zip: 81005
Phone: () 719-744-3161	Email: prutchcasey@gmail.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: 634 Goodnight Ave. Pueblo, CO 81005 (address or general description)	
Parcel# 534410001	
Legal Description: LOTS 1 TO 5 BLK 1 ADAMS SUB	
Subdivision: 110 STATE FAIR+COLLEGE HI	Acreage: 0.76
Existing Zone District: R-2	Proposed Zone District: B-2

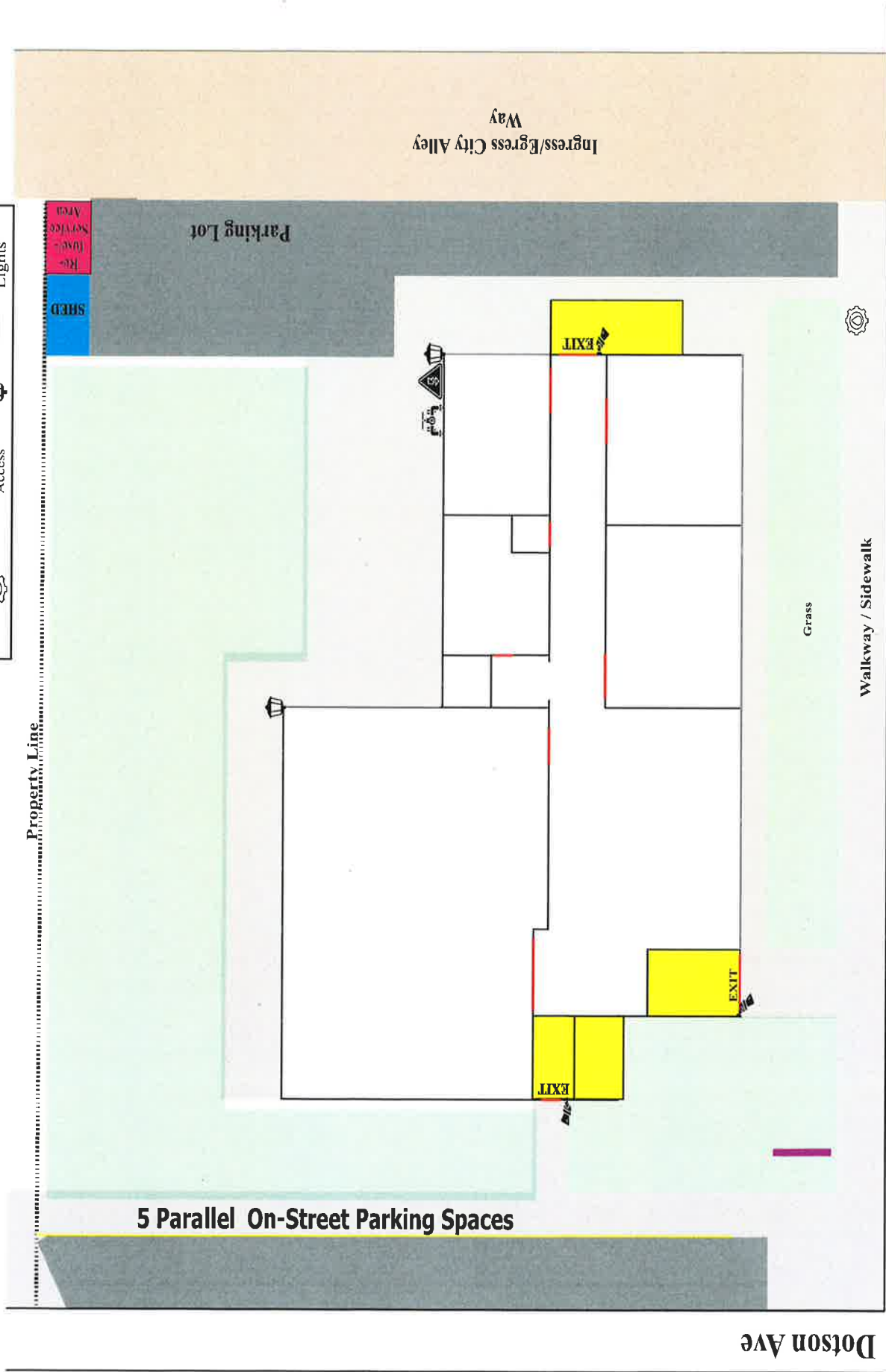
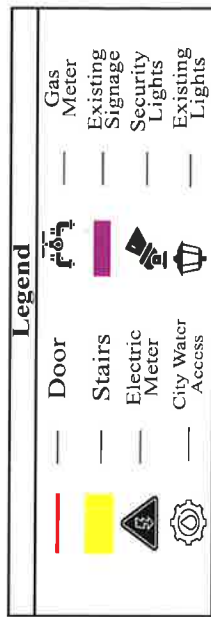
7-29-20

Exterior Site Plans

634 Goodnight Ave

Pueblo, CO 81005

21 Total Parking Spaces; 2 Handicap



Goodnight Ave

Goodnight Business Center
634 Goodnight Ave
Pueblo, CO 81005

Floor Plans

Basement

Scale

1" = 5ft

5'

2.5'

SCALED ON

16"x11.5" Art Board

ISSUED

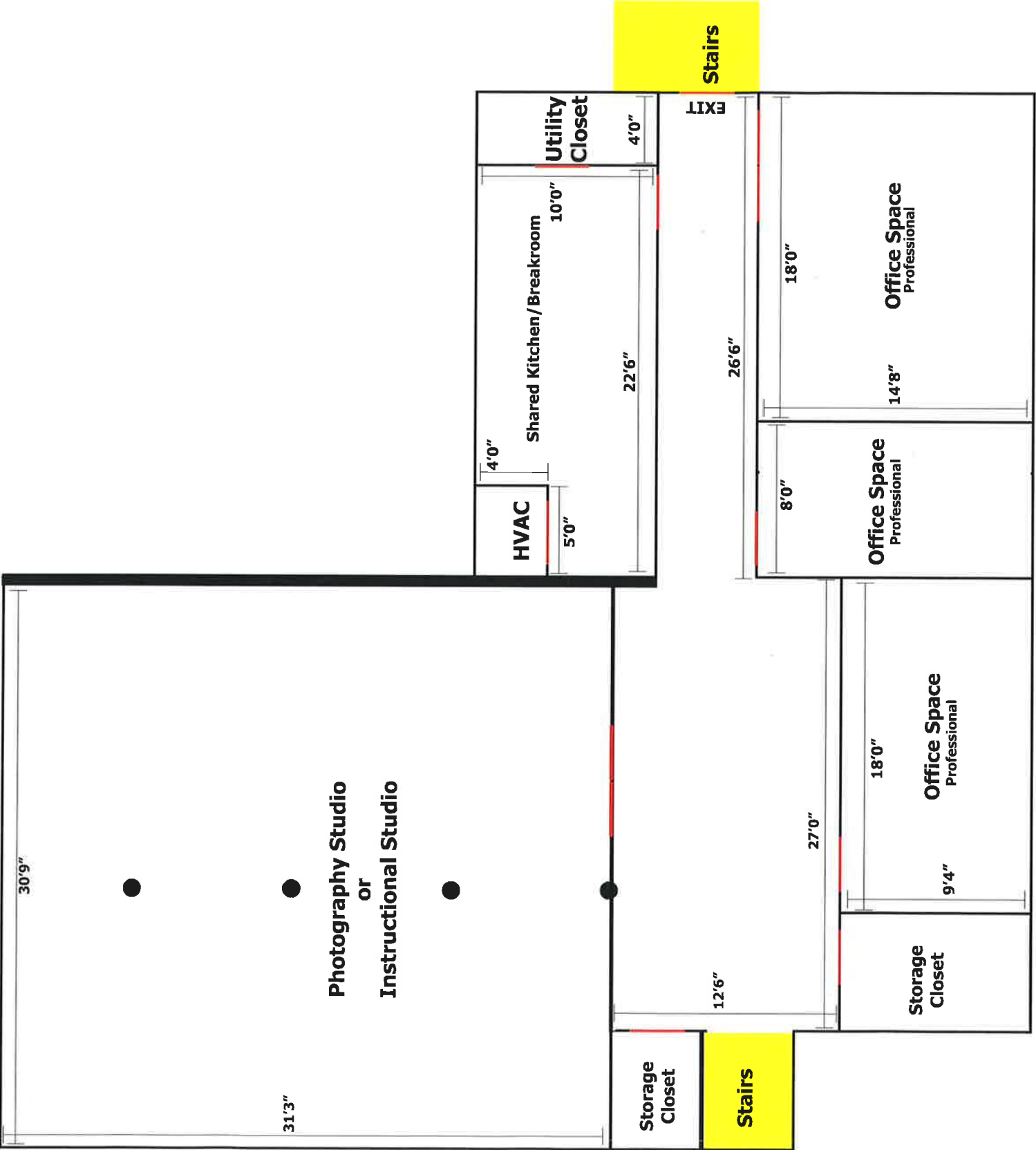
Drawn By

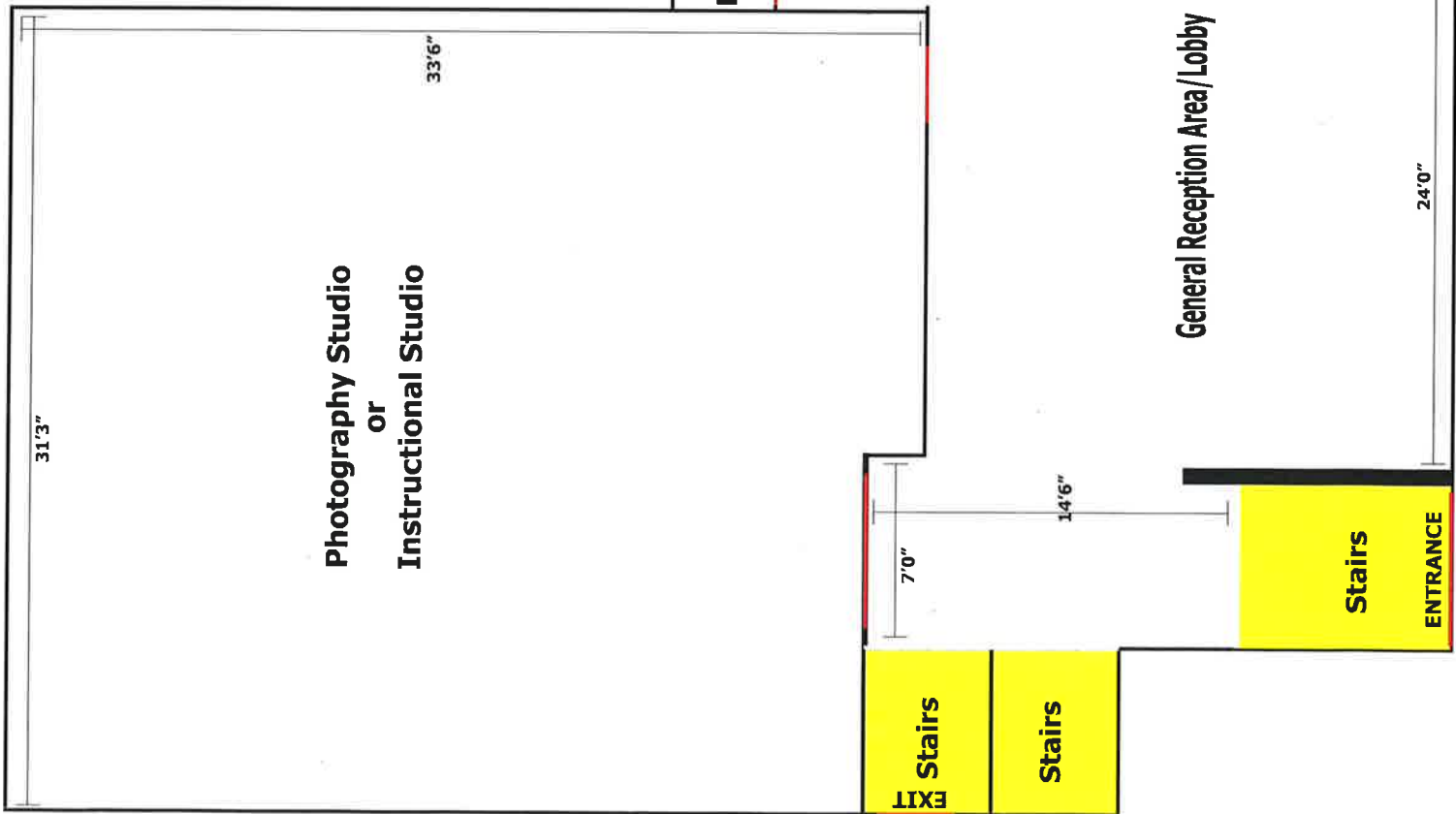
Casey Prutch

Note: This drawing was made using measurements obtained with a standard 50' tape measure. These plans and measurements were obtained by Casey Prutch, Casey Prutch is not a state certified engineer. Measurements may be (+/-) 6".

The purpose of this drawing is to show the use by right businesses allowed for a B-Zoning District

FP-BS-1.0





Goodnight Business Centre
634 Goodnight Ave
Pueblo, CO 81005

Floor Plans

First Floor

Scale
1" = 5ft



SCALED ON
16"x11.5" Art Board

ISSUED

Drawn By
Casey Prutch

Stairs

Note: This drawing was made using measurements obtained with a standard 50 tape measure. These plans and measurements were obtained by Casey Prutch. Casey Prutch is not a state certified engineer. Measurements may be (+/-) 6".

The purpose of this drawing is to show the use by right businesses allowed for a B-Zoning District

FP-FF-1.0

Goodnight Business Center
634 Goodnight Ave
Pueblo, CO 81005

Floor Plans



SECOND FLOOR

Scale

1" = 5ft



SCALED ON
16"x11.5" Art Board

ISSUED

Drawn By
Casey Prutch

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The purpose of this drawing is to show the use by right businesses allowed for a B-2 Zoning District

FP-SF-1.0



January 24, 2025

The City Planning and Zoning Commission will hold a public hearing on requests from Casey Prutch, Legacy Investments LLC, LLC for the recommendation of the following application located at 634 Goodnight Avenue.

Z-24-23: Rezone 634 Goodnight Avenue, .3 acres from R-2, Single Family Residential to B-2, Subregional Business Zone District

The Planning and Zoning Commission meeting will be held on February 12, 2025, at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO. To review the plans and staff report for the proposed application, please visit www.pueblo.us/151/Planning-Zoning-Commission 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

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Scott Hobson, Acting Director
Planning & Community Development
By **Wade Broadhead**, Sr. Planner
(719) 553-2280

CASE NUMBER Z-24-23

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.

January 24, 2025
(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.

January 24, 2025
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

Owner	OwnerStree	OwnerCity	OwnerStat	OwnerZip
SANCHEZ MICHAEL A	100 DOTSON AVE	PUEBLO	CO	81005-1215
MYERS TRAVIS	106 DOTSON AVE	PUEBLO	CO	81005-1215
MARTIN CHARLES A/MARTIN BROOKE SUZA	10957 MIDDLEGATE CT	PEYTON	CO	80831-5049
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
MC GILL RICHARD ROY	203 DUPPS AVE	PUEBLO	CO	81005-1220
CESARIO RACHEL LOUISE	204 DOTSON AVE	PUEBLO	CO	81005-1217
HUNDT THERESA A	207 E GALATEA DR	PUEBLO WE	CO	81007-2709
CORZINE MEGAN L	210 DOTSON AVE	PUEBLO	CO	81005-1217
MOBILE HOME COLORADO CITY LLC	2543 W HOUSTOUN WARING	LITTLETON	CO	80120
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
MIKETA GARY A/MIKETA MONICA L	601 GOODNIGHT AVE	PUEBLO	CO	81005-1224
HALLETT TIMOTHY JAMES / HALLETT BRE	602 GOODNIGHT AVE	PUEBLO	CO	81005-1225
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
CATS CHICKENS & JUST FOR FUN TRUST	616 DITTMER AVE	PUEBLO	CO	81005-1212
VILLEGAS JESUS V	617 GOODNIGHT AVE	PUEBLO	CO	81005-1224
GUERRERO RUSSELL I/GUERRERO SHANNON	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 CLETUS	630 DITTMER AVE	PUEBLO	CO	81005-1212
ROSS ADAM J	633 GOODNIGHT AVE	PUEBLO	CO	81005-1224
SAMUELS WILLIAM G/SAMUELS MARILYN I	91 CORNELL CIR	PUEBLO	CO	81005-1645
1LEGACY INVESTMENTS LLC	918 E EVANS AVE	PUEBLO	CO	81004-2537
RESIDENT	PO BOX 419	PUEBLO	CO	81002-0419
BIGGERSTAFF D W	PO BOX 7355	PUEBLO WE	CO	81007-7355



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 10, 2025

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, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT TO BUY AND SELL REAL ESTATE BY AND BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND ERIKA ALMEIDA-TRUJILLO, FOR THE SALE OF PROPERTY DESCRIBED AS 101 WEST RIVERWALK PLACE, UNITS 1A AND 1A WITHIN THE CITY OF PUEBLO

SUMMARY:

Attached for consideration is an Ordinance authorizing the Mayor to execute a Contract to Buy and Sell Real Estate between the City of Pueblo and Erika Almeida-Trujillo for the sale of the property at 101 W. Riverwalk Place, Units 1A and 1B (the "Property").

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Erika Almeida-Trujillo has offered to purchase the ground floor condominium, Units 1A and 1B, of 101 W. Riverwalk Place. Her intent is to open a Wellness Center with a gym/smoothie shop in Unit 1A and a Rehabilitation/Wellness Center and ENT medical clinic in Unit 1B. These businesses will be open to the public. The total purchase price is \$1,200,000 with \$300,000 in concessions to be returned to the Buyer for necessary tenant finish. The purchase price is consistent with an appraisal the City received on the Property in January 2025. The sale is anticipated to close on or before June 26, 2025.

FINANCIAL IMPLICATIONS:

If approved, the City would receive a net total of \$900,000 for the Property.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to pass the attached Ordinance and thus, not purchase the Property.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Contract to Buy and Sell Real Estate

ORDINANCE NO.

AN ORDINANCE APPROVING, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT TO BUY AND SELL REAL ESTATE BY AND BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND ERIKA ALMEIDA-TRUJILLO, FOR THE SALE OF PROPERTY DESCRIBED AS 101 WEST RIVERWALK PLACE, UNITS 1A AND 1A WITHIN THE CITY OF PUEBLO

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

SECTION 1.

The Contract to Buy and Sell Real Estate ("Contract") between the City of Pueblo, a Colorado Municipal Corporation, and Erika Almeida-Trujillo, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved. The Mayor is hereby authorized to execute said Contract for and on behalf of the City of Pueblo and the City Clerk's Office is authorized to affix the seal of the City thereto and attest same.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS3-8-24) (Mandatory 8-24)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

**CONTRACT TO BUY AND SELL REAL ESTATE
(COMMERCIAL)
(☒ Property with No Residences)
(☐ Property with Residences-Residential Addendum Attached)**

Date: **March 10, 2025**

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. City of Pueblo, a Colorado municipal corporation (Buyer) will take title to the Property described below as ☐ **Joint Tenants** ☐ **Tenants In Common** ☒ **Other** severalty.

2.2. No Assignability. This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions**.

2.3. Seller. 101 W Riverwalk, LLC, a Colorado limited liability company (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Pueblo, Colorado (insert legal description):

CONDOMINIUM UNIT 2, THE RIVERWALK PLACE BUILDING CONDOMINIUMS, ACCORING TO THE CONDOMINIUM MAP THEREOF, RECORDED ON OCTOBER 16, 2008, AT RECEPTION NO. 1785144 IN THE RECORDS OF THE OFFICE OF THE CLERK AND RECORDER OF THE COUNTY OF PUEBLO, COLORADO, AND AS DEFINED AND DESCRIBED IN THE CONDOMINIUM DECLARATION FOR THE RIVERWALK PLACE BUILDING CONDOMINIUMS RECORDED OCTOBER 16, 2008, AT RECEPTION NO 1785145 AND FIRST AMENDMENT THERETO RECORDED FEBRUARY 15, 2013 UNDER RECEPTION NO. 1934281 IN SAID RECORDS

known as: 101 W. Riverwalk Place, Unit 2 Pueblo CO 81003
Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions – Attached. If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers (including none remote controls). If checked, the following are owned by the Seller and included: ☐ **Solar Panels** ☐ **Water Softeners** ☐ **Security Systems** ☐ **Satellite Systems** (including satellite dishes). Leased items should be listed under § 2.5.8. (Leased Items). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Inclusions – Not Attached. If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under **Exclusions**: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

2.5.3. Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price: Any and all furniture, fixtures, and equipment located in the Property on the date of Closing including but not limited to desks, tables, cubicles, filing cabinets, and kitchen appliances, if any.

2.5.4. Encumbered Inclusions. Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except: None.

Buyer ☐ **Will** ☐ **Will Not** assume the debt and obligations on the Encumbered Inclusions subject to Buyer's review under §10.6. (Encumbered Inclusion Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not receive such approval this Contract terminates.

2.5.5. Personal Property Conveyance. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.6. Parking and Storage Facilities. The use or ownership of the following parking facilities: none; and the use or ownership of the following storage facilities: none.
Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

2.5.7. Trade Fixtures. With respect to trade fixtures, Seller and Buyer agree as follows: none

The trade fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except . Conveyance will be by bill of sale or other applicable legal instrument.

2.5.8. Leased Items. The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items): none

Buyer ☐ **Will** ☐ **Will Not** assume Seller's debt and obligations under such leases for the Leased Items subject to Buyer's review under §10.6. (Leased Items Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not receive such approval this Contract terminates.

☐ **2.5.9. Solar Power Plan.** If the box is checked, Seller has entered into a solar power purchase agreement, regardless of the name or title, to authorize a third-party to operate and maintain a photovoltaic system on the Property and provide electricity (Solar Power Plan) that will remain in effect after Closing. Buyer ☐ **Will** ☐ **Will Not** assume Seller's obligations under such Solar Power Plan subject to Buyer's review under §10.6. (Solar Power Plan) and Buyer's receipt of written approval by the third-party before Closing. If Buyer does not receive such approval this Contract terminates.

2.6. Exclusions. The following items are excluded (Exclusions): none

☐ **2.7. Water Rights/Well Rights.**

2.7.1. Deeded Water Rights. The following legally described water rights: none

Any deeded water rights will be conveyed by a good and sufficient N/A deed at Closing.

☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3. and 2.7.4., will be transferred to Buyer at Closing: none

☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a

113 registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in
 114 connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is
 115 none.

116 ☐ **2.7.4. Water Stock.** The water stock to be transferred at Closing are as follows: none

117
 118
 119
 120 **2.7.5. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water),
 121 § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable
 122 legal instrument at Closing.

123 **2.7.6. Water Rights Review.** Buyer has a Right to Terminate if examination of the Water Rights is unsatisfactory
 124 to Buyer on or before the **Water Rights Examination Deadline**.

125 3. DATES, DEADLINES AND APPLICABILITY.

126 3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	N/A
2	§ 4	Alternative Earnest Money Deadline	
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	03/10/25
4	§ 8	Record Title Objection Deadline	03/24/25
5	§ 8	Off-Record Title Deadline	03/10/25
6	§ 8	Off-Record Title Objection Deadline	03/24/25
7	§ 8	Title Resolution Deadline	03/31/25
8	§ 8	Third Party Right to Purchase/Approve Deadline	N/A
		Owners' Association	
9	§ 7	Association Documents Deadline	N/A
10	§ 7	Association Documents Termination Deadline	N/A
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	03/03/25
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	N/A
		Loan and Credit	
13	§ 5	New Loan Application Deadline	02/25/25
14	§ 5	New Loan Terms Deadline	04/14/25
15	§ 5	New Loan Availability Deadline	03/31/25
16	§ 5	Buyer's Credit Information Deadline	N/A
17	§ 5	Disapproval of Buyer's Credit Information Deadline	N/A
18	§ 5	Existing Loan Deadline	N/A
19	§ 5	Existing Loan Termination Deadline	N/A
20	§ 5	Loan Transfer Approval Deadline	N/A
21	§ 4	Seller or Private Financing Deadline	N/A
		Appraisal	
22	§ 6	Appraisal Deadline	04/07/25
23	§ 6	Appraisal Objection Deadline	04/14/25
24	§ 6	Appraisal Resolution Deadline	04/28/25
		Survey	
25	§ 9	New ILC or New Survey Deadline	N/A
26	§ 9	New ILC or New Survey Objection Deadline	N/A
27	§ 9	New ILC or New Survey Resolution Deadline	N/A
		Inspection and Due Diligence	
28	§ 2	Water Rights Examination Deadline	N/A
29	§ 8	Mineral Rights Examination Deadline	N/A
30	§ 10	Inspection Termination Deadline	04/28/25
31	§ 10	Inspection Objection Deadline	04/14/25
32	§ 10	Inspection Resolution Deadline	04/21/25
33	§ 10	Property Insurance Termination Deadline	04/28/25

34	§ 10	Due Diligence Documents Delivery Deadline	03/10/25
35	§ 10	Due Diligence Documents Objection Deadline	03/24/25
36	§ 10	Due Diligence Documents Resolution Deadline	03/31/25
37	§ 10	Environmental Inspection Termination Deadline	04/28/25
38	§ 10	ADA Evaluation Termination Deadline	04/28/25
39	§ 10	Conditional Sale Deadline	N/A
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	N/A
41	§ 11	Estoppel Statements Deadline	N/A
42	§ 11	Estoppel Statements Termination Deadline	N/A
		Closing and Possession	
43	§ 12	Closing Date	05/01/25 or sooner
44	§ 17	Possession Date	Day of closing
45	§ 17	Possession Time	Day of closing
46	§ 27	Acceptance Deadline Date	N/A
47	§ 27	Acceptance Deadline Time	N/A

127 **3.2. Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with “N/A”,
128 or the word “Deleted,” such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box
129 checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of
130 “None”, such provision means that “None” applies.

131 The abbreviation “MEC” (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The
132 abbreviation “N/A” as used in this Contract means not applicable.

133 **3.3. Day; Computation of Period of Days; Deadlines.**

134 **3.3.1. Day.** As used in this Contract, the term “day” means the entire day ending at 11:59 p.m., United States
135 Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1.
136 (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end
137 on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of**
138 **Day Deadline** is left blank or “N/A” the deadlines will expire at 11:59 p.m., United States Mountain Time.

139 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after MEC), when the
140 ending date is not specified, the first day is excluded and the last day is included.

141 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such
142 deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked,
143 the deadline will not be extended.

144 **4. PURCHASE PRICE AND TERMS.**

145 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$7,000,000	
2	§ 4.3.	Earnest Money		\$500,000
3	§ 4.5.	New Loan		\$
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7				
8				
9	§ 4.4.	Cash at Closing		\$6,500,000
10		TOTAL	\$7,000,000	\$7,000,000

146 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$0.00 (Seller Concession). The Seller
147 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer’s lender
148 and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller
149 Concession include, but are not limited to: Buyer’s closing costs, loan discount points, loan origination fees, prepaid items and any
150 other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer
151 elsewhere in this Contract.

152 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a promissory note, will be
153 payable to and held by Seller (Earnest Money Holder), in its trust account, on behalf of
154 both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree
155 to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the
156 company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to
157 have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado
158 residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest
159 Money Holder in this transaction will be transferred to such fund.

160 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the
161 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

162 **4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled
163 to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided
164 in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate,
165 Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release
166 form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23
167 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release
168 form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money
169 Release form), within three days of Buyer's receipt.

170 **4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute and return the
171 Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "**If Seller
172 is in Default**", § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

173 **4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute and return the
174 Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "**If Buyer
175 is in Default**", § 20.1. and § 21, unless Buyer is entitled to the Earnest Money due to a Seller Default.

176 **4.4. Form of Funds; Time of Payment; Available Funds.**

177 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing
178 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified
179 check, savings and loan teller's check and cashier's check (Good Funds).

180 **4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be paid before or at
181 Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH
182 NONPAYING PARTY WILL BE IN DEFAULT**.

183 **4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract, ☐ **Does** ☒ **Does Not** have
184 funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

185 **4.5. New Loan.**

186 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as otherwise permitted in § 4.2. (Seller Concession), if applicable,
187 must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

188 **4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to
189 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3. (Loan Limitations) or § 30 (Additional
190 Provisions).

191 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:
192 ☐ **Conventional** ☒ **Other** Bonds

193 **4.6. Assumption.** (Omitted as inapplicable.)

194 **4.7. Seller or Private Financing.** (Omitted as inapplicable.)

195 **Private Financing Deadline.**

196 **4.7.1.1. Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon
197 Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost,
198 and compliance with the law. Seller has the Right to Terminate under § 24.1., on or before **Seller or Private Financing Deadline**,
199 if such Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.

200 **4.7.2. Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private
201 financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its
202 availability, payments, interest rate, terms, conditions, and cost. Buyer has the Right to Terminate under § 24.1, on or before **Seller
203 or Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

224

TRANSACTION PROVISIONS

225 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

226 **5.1. New Loan, Assumption Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more
227 new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an
228 application verifiable by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such

229 loan or approval.

230 **5.2. New Loan Terms; New Loan Availability.**

231 **5.2.1. New Loan Terms.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
232 conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest
233 rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit
234 of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not
235 satisfactory to Buyer, in Buyer's sole subjective discretion.

236 **5.2.2. New Loan Availability.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
237 conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's
238 New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan**
239 **Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the
240 New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property
241 Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS**
242 **NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S**
243 **EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title,
244 Survey).

245 **5.3. Credit Information.** This Contract is conditional (for the sole benefit of Seller) upon Seller's approval of Buyer's
246 financial ability and creditworthiness, which approval will be in Seller's sole subjective discretion. Accordingly: (1) Buyer must
247 supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information and documents (including a current
248 credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's
249 financial ability and creditworthiness; and (3) any such information and documents received by Seller must be held by Seller in
250 confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at Closing is less than as set
251 forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If Seller disapproves of Buyer's
252 financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to Terminate under § 24.1., on or
253 before **Disapproval of Buyer's Credit Information Deadline**.

254 **5.4. Existing Loan Review.** Seller must deliver copies of the loan documents (including note, deed of trust and any
255 modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer, this Contract is conditional upon Buyer's review
256 and approval of the provisions of such loan documents. Buyer has the Right to Terminate under § 24.1., on or before **Existing Loan**
257 **Termination Deadline**, based on any unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the
258 lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer obtaining such approval without
259 change in the terms of such loan, except as set forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval**
260 **Deadline**, this Contract will terminate on such deadline. Seller has the Right to Terminate under § 24.1., on or before Closing, in
261 Seller's sole subjective discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such
262 compliance as set forth in § 4.6.

263 **6. APPRAISAL PROVISIONS.**

264 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on
265 behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth
266 certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be
267 valued at the Appraised Value.

268 **6.2. Appraised Value.** The applicable appraisal provision set forth below applies to the respective loan type set forth in
269 § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

270 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the
271 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**
272 **Objection Deadline**:

273 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;
274 or

275 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the
276 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

277 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**
278 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**
279 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of
280 the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

281 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,
282 including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting),
283 beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following
284 Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written
285 agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the
286 satisfaction of the Lender Property Requirements is waived in writing by Buyer.

287 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☒ **Buyer**

288 ☐ **Seller.** The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's
289 agent or all three.

290 **7. OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more Common Interest
291 Communities and subject to one or more declarations (Association).

292 **7.1. Common Interest Community Disclosure.** THE PROPERTY IS LOCATED WITHIN A COMMON
293 INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF
294 THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE
295 COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE
296 ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL
297 OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS
298 OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD
299 PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS
300 AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING
301 CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A
302 COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF
303 PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL
304 OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE
305 DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE
306 ASSOCIATION.

307 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below),
308 at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association
309 Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt
310 of the Association Documents, regardless of who provides such documents.

311 **7.3. Association Documents.** Association documents (Association Documents) consist of the following:

312 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,
313 rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5,
314 C.R.S.;

315 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;
316 such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual
317 Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding
318 minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

319 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,
320 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must
321 include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed
322 (Association Insurance Documents);

323 **7.3.4.** A list by unit type of the Association's assessments, including both regular and special assessments as
324 disclosed in the Association's last Annual Disclosure;

325 **7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget
326 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for
327 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent
328 available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the
329 Association's community association manager or Association will charge in connection with the Closing including, but not limited
330 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for
331 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of
332 all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and
333 7.3.5., collectively, Financial Documents);

334 **7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5,
335 C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction
336 Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2.
337 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common
338 elements or limited common elements of the Association property.

339 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to
340 Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in
341 any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after
342 **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to
343 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive
344 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing**
345 **Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to
346 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right

347 to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

348 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

349 **8.1. Evidence of Record Title.**

350 ☐ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance
351 company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish
352 to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price,
353 or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued
354 and delivered to Buyer as soon as practicable at or after Closing.

355 ☒ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance
356 company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to
357 Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.
358 If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

359 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment ☒ **Will** ☐ **Will Not** contain Owner's
360 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions
361 which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap
362 period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes,
363 assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by
364 ☒ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** _____.
365 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over
366 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,
367 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under
368 § 8.7. (Right to Object to Title, Resolution).

369 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,
370 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such
371 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
372 Documents).

373 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title
374 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
375 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
376 party or parties obligated to pay for the owner's title insurance policy.

377 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any
378 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

379 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
380 Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's
381 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or
382 any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title
383 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment
384 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to
385 Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any
386 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,
387 or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection,
388 pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object
389 to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1.
390 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable
391 deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title
392 Documents as satisfactory.

393 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing
394 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without
395 limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which
396 Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New
397 ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown
398 by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of
399 Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2.
400 (Record Title) and § 13 (Transfer of Title)), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has
401 until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives
402 Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is
403 governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to
404 Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record
405

406 Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

407 **8.4. Special Taxing and Metropolitan Districts. Intentionally Deleted.**

408 **8.5. Tax Certificate.** A tax certificate paid for by ☒ Seller ☐ Buyer, for the Property (Tax Certificate) must be delivered
409 to Buyer on or before **Record Title Deadline**. If the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole
410 subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate
411 after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate
412 received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or
413 if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate
414 must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer
415 accepts the content of the Tax Certificate as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's
416 loan specified in §4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for
417 by Seller.

418 **8.6. Third Party Right to Purchase/Approve.** If any third party has a right to purchase the Property (e.g., right of first
419 refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a
420 right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of
421 such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase
422 is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly
423 notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred
424 on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in
425 writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

426 **8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole subjective discretion,
427 based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate)
428 and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the
429 applicable deadline, Buyer has the following options:

430 **8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of
431 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or
432 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives
433 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and
434 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title
435 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the
436 Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the
437 applicable documents; or

438 **8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 24.1., on or before
439 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

440 **8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed
441 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
442 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,
443 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various
444 laws and governmental regulations concerning land use, development and environmental matters.

445 **8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**
446 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF**
447 **THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER**
448 **RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL**
449 **ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM**
450 **RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,**
451 **GAS OR WATER.**

452 **8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO**
453 **ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A**
454 **MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND**
455 **RECORDER.**

456 **8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT**
457 **TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION**
458 **OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING**
459 **OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.**

460 **8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL**
461 **INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING**
462 **DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL**
463 **AND GAS CONSERVATION COMMISSION.**

464 **8.8.5. Title Insurance Exclusions.** Matters set forth in this Section and others, may be excepted, excluded from, or
465 not covered by the owner's title insurance policy.

466 **8.9. Mineral Rights Review.** Buyer has a Right to Terminate if examination of the Mineral Rights is unsatisfactory to
467 Buyer on or before the **Mineral Rights Examination Deadline**.

468 **9. NEW ILC, NEW SURVEY.**

469 **9.1. New ILC or New Survey.** If the box is checked, (1) ☐ **New Improvement Location Certificate (New ILC)**; or, (2)
470 ☐ **New Survey** in the form of none; is required and the following will apply:

471 **9.1.1. Ordering of New ILC or New Survey.** ☐ **Seller** ☐ **Buyer** will order the New ILC or New Survey. The
472 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date
473 after the date of this Contract.

474 **9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on or before
475 Closing, by: ☐ **Seller** ☐ **Buyer** or: To the extent a New ILC Survey or New Survey is desired by the Buyer, Buyer will order and pay for
476 such New ILC or New Survey.

477
478 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider of
479 the opinion of title if an Abstract of Title) and none will receive a New ILC or New Survey on or before **New**
480 **ILC or New Survey Deadline**.

481 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor to
482 all those who are to receive the New ILC or New Survey.

483 **9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New
484 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New**
485 **Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to
486 Seller incurring any cost for the same.

487 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object based on the New ILC or New Survey.
488 If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion,
489 Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

490 **9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1, that this Contract is terminated; or

491 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be
492 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

493 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on or
494 before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on
495 or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey**
496 **Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such
497 termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

498

DISCLOSURE, INSPECTION AND DUE DILIGENCE

499 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF**
500 **WATER.**

501 **10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer
502 the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller
503 to Seller's actual knowledge and current as of the date of this Contract.

504 **10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose to Buyer
505 any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material
506 facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely
507 disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing
508 or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that
509 Seller is conveying the Property and Inclusions to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

510 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections
511 (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If
512 (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the
513 electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased
514 Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g.,
515 heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or
516 noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's
517 sole subjective discretion, Buyer may:

518 **10.3.1. Inspection Termination.** On or before the **Inspection Termination Deadline**, notify Seller in writing,
519 pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver
520 an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller
521 pursuant to § 10.3.2.; or

522 **10.3.2. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to Seller a written
523 description of any unsatisfactory condition that Buyer requires Seller to correct

524 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**
525 **Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,
526 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection
527 Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision
528 prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by
529 executing an Earnest Money Release.

530 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement
531 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at
532 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer
533 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,
534 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such
535 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against
536 any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and
537 expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed
538 pursuant to an Inspection Resolution.

539 **10.5. Insurability.** Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination**
540 **Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance
541 (Property Insurance) on the Property, in Buyer's sole subjective discretion.

542 **10.6. Due Diligence.**

543 **10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents and information
544 pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery**
545 **Deadline**:

546 **10.6.1.1. Occupancy Agreements.** All current leases, including any amendments or other occupancy
547 agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing
548 are as follows (Leases): Lease agreement between Seller and Professional Bull Riders, LLC, which shall terminate on or before
549 June 30, 2025. Seller shall retain all lease payments payable through June 30, 2025 or the earlier termination of such lease. Buyer and Seller
550 shall enter into a separate property management agreement governing the management of the Property in relation to the PBR lease post
551 closing.

552 **10.6.1.2. Leased Items Documents.** If any lease of personal property (§ 2.5.8., Leased Items) will be
553 transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to
554 Buyer on or before **Due Diligence Documents Delivery Deadline**.

555 **10.6.1.3. Encumbered Inclusions Documents.** If any Inclusions owned by Seller are encumbered
556 pursuant to § 2.5.4. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other
557 documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**.

558 **10.6.1.4. Solar Power Plan.** Copy of any Solar Power Plan not included in Leased Items (regardless
559 of its name or title).

560 **10.6.1.5. Septic Use Permit.** If required by the local health department or other applicable government
561 entity, on or before the local health department's applicable deadline, Seller must pay for and furnish to Buyer a Septic Use Permit.

562 **10.6.1.6. Other Documents.** If the respective box is checked, Seller agrees to additionally deliver copies
563 of the following:

564 ☒ **10.6.1.6.1.** All contracts relating to the operation, maintenance and management of the
565 Property;

566 ☒ **10.6.1.6.2.** Property tax bills for the last 5 years;

567 ☐ **10.6.1.6.3.** As-built construction plans to the Property and the tenant improvements, including
568 architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the
569 extent now available;

570 ☒ **10.6.1.6.4.** A list of all Inclusions to be conveyed to Buyer;

571 ☐ **10.6.1.6.5.** Operating statements for the past _____ years;

572 ☐ **10.6.1.6.6.** A rent roll accurate and correct to the date of this Contract;

573 ☐ **10.6.1.6.7.** A schedule of any tenant improvement work Seller is obligated to complete
574 but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;

575 ☒ **10.6.1.6.8.** All insurance policies pertaining to the Property and copies of any claims which
576 have been made for the past 5 years;

577 ☐ **10.6.1.6.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if
578 not delivered earlier under § 8.3.);

579 ☒ **10.6.1.6.10.** Any and all existing documentation and reports regarding Phase I and II
580 environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos,
581 PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no
582 reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to
583 Seller;

☒ **10.6.1.6.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;
☒ **10.6.1.6.12.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and
☐ **10.6.1.6.13.** Other: none

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object based on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

10.6.2.4. Automatic Due Diligence Extension. If a Due Diligence Document is not delivered on or before the Due Diligence Documents Deadline, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Due Diligence Document. If Buyer's right to review and object to such Due Diligence Document is extended due to such Due Diligence Document not being delivered on or before the Due Diligence Documents Deadline, the Due Diligence Document Resolution Deadline will also be extended to the earlier of Closing or fifteen days after Buyer's receipt of such Due Diligence Document.

10.6.3. Zoning. Buyer has the Right to Terminate under § 24.1., on or before Due Diligence Documents **Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.4. Due Diligence – Environmental. Buyer has the right to obtain environmental inspections of the Property including a Phase I Environmental Site Assessment. ☐ Seller ☒ Buyer will order or provide a current Phase I Environmental Site Assessment (compliant with the most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or none, at the expense of ☐ Seller ☒ Buyer (Environmental Inspection).

If the Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Termination Deadline** will be extended by 30 days (Extended Environmental Inspection Termination Deadline) and if such Extended Environmental Inspection Termination Deadline extends beyond the Closing Date, the **Closing Date** will be extended a like period of time. In such event, ☐ Seller ☒ Buyer must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended Environmental Inspection Termination Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

10.6.5. Due Diligence – ADA. Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as none. Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). [Intentionally Deleted - See Residential Addendum if applicable]

10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

10.10. Lead-Based Paint. [Intentionally Deleted - See Residential Addendum if applicable]

10.11. Carbon Monoxide Alarms. [Intentionally Deleted - See Residential Addendum if applicable]

10.12. Methamphetamine Disclosure. [Intentionally Deleted - See Residential Addendum if applicable]

11. TENANT ESTOPPEL STATEMENTS.

11.1. Estoppel Statements Conditions. ~~Buyer has the right to review and object to any Estoppel Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on or before Estoppel Statements Deadline, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:~~

~~11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;~~

~~11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;~~

~~11.1.3. The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;~~

~~11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;~~

~~11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and~~

~~11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease demising the premises it describes.~~

11.2. Seller Estoppel Statement. ~~In the event Seller does not receive from all tenants of the Property a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents required in § 11.1. above and deliver the same to Buyer on or before Estoppel Statements Deadline.~~

11.3. Estoppel Statements Termination. ~~Buyer has the Right to Terminate under § 24.1., on or before Estoppel Statements Termination Deadline, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before Estoppel Statements Deadline. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.~~

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions ☐ Are ☒ Are Not executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller must provide Buyer with the ability to access the Property (e.g. keys, access code, garage door opener). The hour and place of Closing will be as designated by the parties to this contract and the closing agent.

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

12.5. Assignment of Leases. Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to § 2.5.8. (Leased Items).

13. TRANSFER OF TITLE. Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing: ☒ special warranty deed ☒ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed ☐ _____ deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

Unless otherwise specified in § 30 (Additional Provisions), if title will be conveyed using a special warranty deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

698 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed on any liens
699 or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special
700 improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid
701 at or before Closing by Seller from the proceeds of this transaction or from any other source.

702 **15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND**
703 **WITHHOLDING.**

704 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
705 to be paid at Closing, except as otherwise provided herein.

706 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by ☐ Buyer ☐ Seller
707 ☒ One-Half by Buyer and One-Half by Seller ☐ Other _____.

708 **15.3. Association Fees and Required Disbursements.** At least fourteen days prior to **Closing Date**, Seller agrees to
709 promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees
710 associated with or specified in the Status Letter will be paid as follows:

711 **15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association's Status Letter must be paid by Seller.

712 **15.3.2. Record Change Fee.** Any Record Change Fee must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer
713 and One-Half by Seller ☒ N/A.

714 **15.3.3. Reserves or Working Capital.** Unless agreed to otherwise, all reserves or working capital due (or other
715 similar cost not addressed in § 16.2. (Association Assessments)) at Closing must be paid by ☐ Buyer ☐ Seller ☐ One-Half by
716 Buyer and One-Half by Seller ☒ N/A.

717 **15.3.4. Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐
718 Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

719 **15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by ☐ Buyer ☒ Seller ☐ One-Half by
720 Buyer and One-Half by Seller ☐ N/A.

721 **15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by
722 ☐ Buyer ☒ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

723 **15.6. Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property, payable at Closing,
724 such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ Buyer ☒ Seller
725 ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

726 **15.7. Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed
727 \$ none for:

728 ☐ Water District/Municipality ☐ Water Stock
729 ☐ Augmentation Membership ☐ Small Domestic Water Company ☐ _____
730 and must be paid at Closing by ☐ Buyer ☒ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

731 **15.8. Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be
732 paid by ☐ Buyer ☒ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

733 **15.9. FIRPTA and Colorado Withholding.**

734 **15.9.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be
735 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the
736 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ **IS** a foreign
737 person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign
738 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably
739 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to
740 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or
741 if an exemption exists.

742 **15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds
743 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to
744 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding
745 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's
746 tax advisor to determine if withholding applies or if an exemption exists.

747 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.**

748 **16.1. Prorations.** The following will be prorated to the **Closing Date**, except as otherwise provided:

749 **16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes
750 for the year of Closing, based on ☐ **Taxes for the Calendar Year Immediately Preceding Closing** ☒ **Most Recent Mill Levy**
751 **and Most Recent Assessed Valuation**, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled
752 veteran exemption or ☒ **Other** HARP Fees.

753 **16.1.2. Rents.** Rents based on ☐ **Rents Actually Received** ☐ **Accrued**. At Closing, Seller will transfer or credit
754 to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in

755 writing of such transfer and of the transferee's name and address.

756 **16.1.3. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and any of record.

757 **16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations are final.

758 **16.2. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in
759 advance will be credited to Seller at Closing. All Association Assessments accrued before Closing must be paid by Seller and all
760 Association Assessments accrued after Closing must be paid by Buyer. Cash reserves held out of the regular Association Assessments
761 for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing
762 Documents. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ Buyer ☐
763 Seller. Except however, any special assessment by the Association for improvements that have been installed as of the date of
764 Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in
765 Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current
766 regular assessments and none. Association Assessments are subject to change as provided in the
767 Governing Documents.

768 **17. POSSESSION.** Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**,
769 subject to the Leases as set forth in § 10.6.1.1.

770 If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally
771 liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ 250.00 per day (or any part of a day
772 notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered. Additionally, Buyer may
773 pursue a claim against Seller for any of Buyer's actual additional damages incurred by Buyer in excess of such amount.

774

GENERAL PROVISIONS

775 **18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**
776 **WALK-THROUGH.** Except as otherwise provided in this Contract, the Property and Inclusions will be delivered in the condition
777 existing as of the date of this Contract, ordinary wear and tear excepted.

778 **18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss
779 prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the
780 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,
781 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on
782 or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect
783 to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were
784 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any
785 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received
786 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to
787 Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's
788 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney
789 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such
790 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

791 **18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),
792 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date
793 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion
794 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or
795 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by
796 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before
797 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the
798 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must
799 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive
800 Closing.

801 **18.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may
802 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation
803 action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's
804 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and
805 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value
806 of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

807 **18.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the
808 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.
809

810 **19. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that
811 their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination

812 of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal
813 and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded
814 in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be
815 engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must
816 be complied with.

817
818 **20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract.
819 This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored
820 or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party
821 has the following remedies:

822 **20.1. If Buyer is in Default:**

823 ☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid
824 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the
825 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat
826 this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

827 **20.1.2. Liquidated Damages, Applicable.** This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may
828 cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that
829 the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is
830 fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to
831 perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

832 **20.2. If Seller is in Default:**

833 **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which case
834 all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper.
835 Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after
836 Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance
837 or damages, or both.

838 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to
839 include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or
840 repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such
841 failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this
842 Contract are reserved and survive Closing.

843 **21. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration
844 or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all
845 reasonable costs and expenses, including attorney fees, legal fees and expenses.

846 **22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties
847 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps
848 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is
849 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator
850 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire
851 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that
852 party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a
853 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This
854 Section will not alter any date in this Contract, unless otherwise agreed.

855 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest
856 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding
857 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective
858 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest
859 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and
860 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of
861 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one
862 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest
863 Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time
864 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the
865 obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

866 **24. TERMINATION.**

867 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the

868 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
869 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
870 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory
871 and waives the Right to Terminate under such provision. Any Notice to Terminate delivered after the applicable deadline specified
872 in the Contract is ineffective and does not terminate this Contract.

873 **24.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder must be timely
874 returned to Buyer and the parties are then relieved of all obligations hereunder, subject to §§ 10.4. and 21.

875 **25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified
876 addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining
877 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms
878 of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or
879 obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.
880 Any successor to a party receives the predecessor's benefits and obligations of this Contract.

881 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

882 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in
883 § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or
884 notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing
885 must be received by the party, not Broker or Brokerage Firm).

886 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or
887 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker
888 working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not
889 Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or e-contract software.

890 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address
891 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the
892 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

893 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
894 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
895 located in Colorado.

896 **27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and
897 Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before
898 **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and
899 Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such
900 copies taken together are deemed to be a full and complete contract between the parties.

901 **28. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited
902 to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance,**
903 **Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability and**
904 **Due Diligence.**

905 **29. BUYER'S BROKERAGE FIRM COMPENSATION.** Buyer's brokerage firm's compensation will be paid, at Closing, as
906 follows: none

907 ☐ **29.1.** ____% of the Purchase Price or \$_____ by Seller. Buyer's brokerage firm is an intended third-party
908 beneficiary under this provision only. The amount paid by Seller under this provision is in addition to any other amounts Seller is
909 paying on behalf of Buyer elsewhere in this Contract.

910 ☐ **29.2.** ____% of the Purchase Price or \$_____ by Buyer pursuant to a separate agreement between Buyer and
911 Buyer's brokerage firm. This amount may be modified between Buyer and Buyer's brokerage firm outside of this Contract.

912 ☐ **29.3.** ____% of the Purchase Price or \$_____ by a separate agreement between Buyer's brokerage firm and
913 Seller's brokerage firm.

914

ADDITIONAL PROVISIONS AND ATTACHMENTS
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915 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
916 Commission.) Notwithstanding any provision contained in this Contract, Buyer's obligations under this Contract with respect to
917 consummation of the transaction contemplated herein shall be conditioned upon final passage of an ordinance by the City Council and approval thereof by
918 the Mayor approving the same and budgeting and appropriating funds for the purchase of the Property, which approval shall be obtained by Buyer on or
919 before 04/28/25.

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31. OTHER DOCUMENTS.
31.1. Documents Part of Contract. The following documents **are a part** of this Contract: [none](#)

31.2. Documents Not Part of Contract. The following documents have been provided but are **not** a part of this Contract:

SIGNATURES

Buyer’s Name: [City of Pueblo, a Colorado municipal corporation](#)

Heather Graham, Mayor	Date
Address: 1 City Hall Place Pueblo, CO 81003	
Phone No.:	
Fax No.:	
Email Address:	

938 [NOTE: If this offer is being countered or rejected, do not sign this document.]

Seller’s Name: _____ Seller’s Name: _____

Seller’s Signature	Date	Seller’s Signature	Date
Address: _____		Address: _____	
Phone No.: _____		Phone No.: _____	
Fax No.: _____		Fax No.: _____	
Email Address: _____		Email Address: _____	

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940

END OF CONTRACT TO BUY AND SELL REAL ESTATE



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 10, 2025

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 AUTHORIZING A SITE LEASE AND LEASE PURCHASE AGREEMENT BETWEEN THE CITY, AND BOKF, NA (SOLELY IN ITS CAPACITY AS TRUSTEE) TO FINANCE THE ACQUISITION, IMPROVEMENT AND EQUIPPING OF FACILITIES TO BE USED AS MUNICIPAL ADMINISTRATIVE AND OTHER SPACE; APPROVING A CERTIFICATE OF PARTICIPATION, SERIES 2025 IN CONNECTION THEREWITH IN A PRINCIPAL AMOUNT NOT TO EXCEED \$9,100,000; AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS AND OFFICIALS OF THE CITY TO TAKE ALL ACTION NECESSARY TO CARRY OUT THE TRANSACTIONS CONTEMPLATED HEREBY; AND RELATED MATTERS

SUMMARY:

Attached for consideration is an Ordinance approving a lease purchase agreement between the City and BOKF, NA to finance the acquisition, improvement and equipping of facilities to be used as municipal administrative and other space, and approving a certificate of participation, series 2025 in the principal amount not to exceed \$9,100,000 to effectuate such purchase agreement.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Currently, many City departments lack sufficient office space to efficiently conduct daily operations. As a result, numerous City employees are required to share already cramped office space or work from home. Approval of this Ordinance will allow the City to purchase an existing property sufficiently large to consolidate many City departments into one centralized building with easy public access. Cost to construct a similar building would cost the City an estimated amount in excess of \$32M. The departments planned to be moved into the new building include Planning and Zoning, Housing, Human

Resources, Civil Service, Finance, Sales Tax, and Law. The purchase of the Property will put most City departments within a two-block radius of City Hall. The Mayor's Office and City Clerk will remain in City Hall.

In September 2024, the City purchased a building at 640 Dittmer Avenue to house several City departments. Since that time, the City discovered mold in the current Parks and Recreation offices and has had to relocate Parks and Recreation staff to the Dittmer building. The Dittmer building is not large enough to accommodate Parks and Recreation and the other departments needing additional office space. The purchase of this Property will allow the City to sell or repurpose those stand-alone buildings currently used by the City departments slated to move into the Property.

In 2023, the Property appraised at approximately \$8M. Currently, it was offered to the City at \$7M. Some interior finish will be required to accommodate the needs of the City. The City has included an additional \$3M into the financing in anticipation of these needs. If approved by City Council, the purchase of the Property will close on or before May 1, 2025.

FINANCIAL IMPLICATIONS:

The Series 2025 Certificate shall be issued in a principal amount not to exceed \$9,100,000 and shall mature not later than December 1, 2045. It shall bear interest at a net effective interest rate not exceeding 6.50% and may be subject to redemption at redemption prices which may include redemption premiums not exceeding 3% of their principal amount, all as may be approved by Final Terms Certificate. All payments under the Series 2025 Certificate will be subject to annual appropriation by City Council.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to adopt the attached Ordinance.

RECOMMENDATION:

None.

ATTACHMENTS:

None

ORDINANCE NO. 10913

AN ORDINANCE AUTHORIZING A SITE LEASE AND LEASE PURCHASE AGREEMENT BETWEEN THE CITY, AND BOKF, NA (SOLELY IN ITS CAPACITY AS TRUSTEE) TO FINANCE THE ACQUISITION, IMPROVEMENT AND EQUIPPING OF FACILITIES TO BE USED AS MUNICIPAL ADMINISTRATIVE AND OTHER SPACE; APPROVING A CERTIFICATE OF PARTICIPATION, SERIES 2025 IN CONNECTION THEREWITH IN A PRINCIPAL AMOUNT NOT TO EXCEED \$9,100,000; AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS AND OFFICIALS OF THE CITY TO TAKE ALL ACTION NECESSARY TO CARRY OUT THE TRANSACTIONS CONTEMPLATED HEREBY; AND RELATED MATTERS

WHEREAS, the City of Pueblo, Colorado (the "City"), is authorized, pursuant to the Home Rule Charter of the City (the "Charter") to enter into lease purchase agreements to provide lands and facilities for governmental purposes; and

WHEREAS, to provide for the capital asset needs of the City, the City Council of the City (the "City Council") hereby determines that it is necessary and in the best interests of the City and its citizens that the City undertake lease-purchase financing for the acquisition, improvement and equipping of facilities to be used for municipal administrative and other offices or for other governmental or proprietary purposes (the "Project"); and

WHEREAS, the City Council wishes to fund the Project from the proceeds of a lease-purchase financing (the "Financing") to be completed within 12 months of the date hereof; and

WHEREAS, the City intends to issue a Request for Proposals (the "RFP"), soliciting bids from potential investors specifying terms and other details in order to identify a suitable financial institution (the "Bank") to assist the City in completing the Financing; and

WHEREAS, the City is or will be the owner in fee simple of certain real property and improvements described or identified in this Ordinance (the "Site Leased Property"); and

WHEREAS, in order to finance the costs of the Project, the Council desires to demise to BOKF, NA, solely in its capacity as trustee under the Indenture defined below (the "Trustee"), pursuant to that certain Site Lease to be dated as of its dated date (the "Site Lease") between the City, as lessor, and the Trustee, as lessee, a leasehold interest in the Site Leased Property (the "Leased Property") for a lump-sum payment of not more than \$9,100,000 and lease the Leased Property, with improvements constructed thereon, back from the Trustee pursuant to that certain Lease Purchase Agreement dated as of the date of the Site Lease (the "Lease") between the Trustee, as lessor, and the City, as lessee; and

WHEREAS, for the purpose of providing funds for the completion of the Project, a single Certificate of Participation, Series 2025 (the "Series 2025 Certificate") in an aggregate amount not to exceed \$9,100,000 will be sold and executed and delivered to the Bank pursuant to an Indenture of Trust dated as of the date of the Site Lease (the "Indenture") entered into by the Trustee; and

WHEREAS, there have been filed for public inspection with the City Clerk in connection herewith the proposed forms of the Site Lease, the Lease, and the Indenture (collectively, the “Financing Documents”); NOW, THEREFORE,

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

SECTION 1.

Ratification of Actions. All action heretofore taken, not inconsistent with the provisions of this ordinance (the “Ordinance”), by the Mayor or the officers of the City, directed toward the implementation of the Project, including the preparation of the forms of the Site Lease, the Lease and the Indenture as well as other related documents, are hereby ratified, approved and confirmed.

SECTION 2.

Findings; Authorizations. The City Council hereby finds and determines, pursuant to the laws of the State of Colorado, that the Project is necessary, convenient, and in furtherance of the governmental purposes of the City and in the best interests of the City and its citizens; and the City Council hereby authorizes the Project.

SECTION 3.

Approval and Execution of Documents; City Representatives. The Site Lease, the Lease and the Indenture, in substantially the forms filed in the office of the City Clerk before the final adoption of this Ordinance, are in all respects approved, authorized and confirmed, and the Mayor of the City or his designee are hereby authorized and directed to execute and deliver, and the City Clerk of the City is hereby authorized and directed to affix the seal of the City to, and attest, the Site Lease and the Lease, in substantially the forms approved by the City Attorney and filed with the City Clerk, with such changes as are not inconsistent with the intent of this Ordinance and are approved by bond counsel or the City Attorney. The City Council hereby designates the Mayor and the City Finance Director (and any persons authorized by law to act on their behalf in their absence) to act as “City Representatives” under the Lease and any related documents. Before the execution of the Site Lease, the Lease, or any other instrument contemplated by this Ordinance, or the issuance of the Series 2025 Certificate, the identity of the Bank, the final Base Rentals due under the Site Lease and Lease, and the principal amount, interest rates and other terms of the Series 2025 Certificate, not inconsistent herewith, shall be approved by a certificate executed by the City Finance Director (the “Final Terms Certificate”) not later than the date that is one year from the effective date of this Ordinance. Among the other terms to be addressed in the Final Terms Certificate, the City Finance Director is hereby authorized to select, based on the recommendation of the City’s municipal advisor, one or any appropriate combination of real and personal property, taking the amount of Project costs being financed into account, that shall constitute the Leased Property, from among the schedule of City-owned properties attached hereto as Exhibit A.

SECTION 4

The Series 2025 Certificate. The City Council hereby acknowledges and consents to the sale, execution and delivery of the Series 2025 Certificate to the Bank by the Trustee pursuant to the Indenture. The City Council hereby acknowledges and approves the form, terms and provisions of the Series 2025 Certificate contained in the Indenture, in substantially the form approved by the City Attorney and filed with the City Clerk prior to the final adoption of this Ordinance. The Series 2025 Certificate shall be issued in a principal amount not to exceed

\$9,100,000, shall mature not later than December 1, 2045, shall bear interest at a net effective interest rate not exceeding 6.50%, and may be made subject to redemption at redemption prices which may include redemption premiums not exceeding 3% of their principal amount, all as may be approved by Final Terms Certificate. The proceeds of the Series 2025 Certificate shall be used to accomplish the Project in the manner required under the Site Lease, the Lease and the Indenture.

SECTION 5.

Additional Documents. The City Clerk is hereby authorized and directed to attest all signatures and acts of any official of the City in connection with the matters authorized by this Ordinance. The Mayor, his designee, and the City Representatives are hereby authorized to execute and deliver for and on behalf of the City any and all additional certificates, documents, and other papers and to perform all other acts that they may deem necessary or appropriate to implement and carry out the transactions and other matters authorized by this Ordinance. The Mayor, his designee, and the City Representatives are hereby authorized to cause the preparation and distribution of an Official Statement describing the Series 2025 Certificate, the Site Lease, the Lease, the City, the Leased Property, and other matters material to the offering of the Series 2025 Certificate. The appropriate officers of the City are also authorized to execute on behalf of the City agreements concerning the deposit and investment of funds in connection with the transactions contemplated by this Ordinance.

SECTION 6.

No General Obligation or Other Indebtedness. The obligation of the City to make rental payments under the Lease is subject to annual appropriation by the City Council and constitutes an undertaking of the City to make current expenditures. No provision of this Ordinance, the Lease, the Indenture or the Series 2025 Certificate shall be construed as constituting or giving rise to a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any home rule, statutory, or constitutional debt limitation nor a mandatory charge or requirement against the City in any ensuing fiscal year beyond the current fiscal year. The City shall have no obligation to make any payment with respect to the Series 2025 Certificate except in connection with the payment of the Base Rentals (as defined in the Lease) and certain other payments under the Lease, which payments are subject to termination and nonrenewal by the City in accordance with the provisions of the Lease.

SECTION 7.

Expression of Need; Reasonable Rentals. The City hereby declares its current need for the Leased Property, which is considered to be essential to the City's governmental operations. It is hereby declared to be the present intention and expectation of the City Council that the Lease will be renewed annually until all of the Leased Property is acquired by the City pursuant to the Lease; but this declaration shall not be construed as contractually obligating or otherwise binding the City.

The City Council hereby determines and declares that the Base Rentals due under the Lease, so long as they are within the limits provided in this Ordinance, will represent the fair value of the use of the Leased Property and the Purchase Option Price (as defined in the Lease) will represent, as of any date upon which the City may exercise its option to purchase the Trustee's interest in such Leased Property, the fair purchase price thereof. The City Council further hereby determines and declares that the Base Rentals due under the Lease will not exceed a reasonable amount so as to place the City under an economic or practical compulsion to renew the Lease or to exercise its option to purchase the Trustee's interest in the Leased Property pursuant to the

Lease. In making such determinations, the City Council has considered the cost of acquiring and installing the Leased Property, the uses and purposes for which the City will employ the Leased Property, the benefit to the citizens of the City because of the acquisition and installation of the Leased Property and the use of the Leased Property pursuant to the terms and provisions of the Lease, the City's option to purchase the Leased Property, and the expected eventual vesting of title to the Leased Property in the City. The City Council hereby determines and declares that the acquisition and installation of the Leased Property and the leasing of the Leased Property pursuant to the Lease will result in facilities of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Leased Property were performed by the City other than pursuant to the Lease. The City Council hereby determines and declares that the maximum duration of the portion of the Lease allocable to any item of Leased Property separately identified in the Lease will not exceed the weighted average useful life of such item of Leased Property.

SECTION 8.

Severability. If any section, paragraph, clause or provision of this Ordinance or the Lease (other than provisions as to the payment of Base Rentals by the City during the term of the Lease, provisions for the quiet enjoyment of the Leased Property by the City during the term of the Lease, and provisions for the transfer of the Leased Property to the City under the conditions provided in the Lease) shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 9.

Repealer of Measures. All acts, orders, resolutions, ordinances, or parts thereof, in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof heretofore repealed.

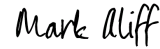
SECTION 10.

Effective Date. 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 February 24, 2025.

Final adoption of Ordinance by City Council on March 10, 2025.

DocuSigned by:

 B7A4F51823AB462...
 President of City Council

Action by the Mayor:

- ☒ Approved on 3/12/2025 | 8:40 AM MDT.
- ☐ Disapproved on _____ based on the following objections:

Signed by:
Heather Graham
3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

DocuSigned by:
[Signature]
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City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 10, 2025

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, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT TO BUY AND SELL REAL ESTATE BY AND BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND 101 W RIVERWALK, LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR THE PURCHASE OF PROPERTY DESCRIBED AS 101 WEST RIVERWALK PLACE, UNIT 2 WITHIN THE CITY OF PUEBLO

SUMMARY:

Attached for consideration is an Ordinance authorizing the Mayor to execute a Contract to Buy and Sell Real Estate between the City of Pueblo and 101 W Riverwalk, LLC for the property at 101 W. Riverwalk Place, Unit 2 (the "Property"), and accepts the deed for the property.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Currently, many City departments lack sufficient office space to efficiently conduct daily operations. As a result, numerous City employees are required to share already cramped office space or work from home. Purchase of this property will allow the City to consolidate many City departments into one centralized building with easy public access. The departments planned to be moved into the new building include Planning and Zoning, Housing, Human Resources, Civil Service, Finance, Sales Tax, and Law. The purchase of the Property will put most City departments within a two-block radius of City Hall. The Mayor's Office and City Clerk will remain in City Hall.

In September 2024, the City purchased a building at 650 Dittmer Avenue to house several City departments. Since that time, the City discovered mold in the current Parks and Recreation offices and has had to relocate Parks and Recreation staff to the Dittmer

building. The Dittmer building is not large enough to accommodate Parks and Recreation and the other departments needing additional office space. The purchase of this Property will allow the City to sell or repurpose those stand-alone buildings currently used by the City departments slated to move into the Property.

In 2023, the Property appraised at approximately \$8M. Currently, it was offered to the City at \$7M. Some interior finish will be required to accommodate the needs of the City. The City and 101 W Riverwalk, LLC have entered into a Letter of Intent to purchase the Property subject to multiple conditions, including approval of this Ordinance. If the Contract is approved by City Council, the City will provide the Seller with a Promissory Note in the amount of \$500,000 as earnest money. The \$500,000 will be applied to the purchase price upon closing.

The City intends to finance the purchase of the Property. A separate Ordinance is before City Council for approval of the financing. Purchase of the Property is contingent on the approval of this Contract and the financing. If approved by City Council, the purchase of the Property will close on or before May 1, 2025.

FINANCIAL IMPLICATIONS:

If approved, the City will sign a Promissory Note for Earnest Money in the amount of \$500,000 to be applied to the purchase price upon closing. The Contract to Buy and Sell Real Estate is contingent upon City Council approving financing for the purchase of the Property by separate Ordinance. The purchase price of the Property is \$7,000,000 and up to another \$3,000,000 is being financed for any needed renovations.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to pass the attached Ordinance and thus, not purchase the Property.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Contract to Buy and Sell Real Estate
2. Promissory Note

ORDINANCE NO. 10914

AN ORDINANCE APPROVING, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT TO BUY AND SELL REAL ESTATE BY AND BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND 101 W RIVERWALK, LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR THE PURCHASE OF PROPERTY DESCRIBED AS 101 WEST RIVERWALK PLACE, UNIT 2 WITHIN THE CITY OF PUEBLO

WHEREAS, the offices of several City departments are spread throughout the City; and

WHEREAS, City departments lack sufficient office space to efficiently perform daily operations requiring employees to share already cramped office space or work remotely; and

WHEREAS, the City desires one location to house the majority of City departments in the downtown area close to City Hall and easily accessible to the public; and

WHEREAS, the property at 101 West Riverwalk Place, Unit 2 was offered for sale to the City and the City and owner desire to enter into an agreement to convey ownership of the property to the City; NOW, THEREFORE;

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

SECTION 1.

The Contract to Buy and Sell Real Estate ("Contract") and the Earnest Money Promissory Note ("Promissory Note") between the City of Pueblo, a Municipal Corporation, and 101 Riverwalk, LLC, copies of which are attached hereto, having been approved as to form by the City Attorney, are hereby approved. The Mayor is hereby authorized to execute said Contract and Promissory Note for and on behalf of the City of Pueblo and the City Clerk's Office is authorized to affix the seal of the City thereto and attest same.

SECTION 2.

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

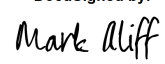
SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 24, 2025.

Final adoption of Ordinance by City Council on March 10, 2025.

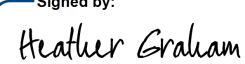
DocuSigned by:

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President of City Council

Action by the Mayor:

☒ Approved on 3/12/2025 | 8:40 AM MDT.

☐ Disapproved on _____ based on the following objections:

Signed by:

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Mayor

Action by City Council After Disapproval by the Mayor:

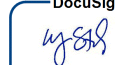
☐ Council did not act to override the Mayor's veto.

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

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

President of City Council

ATTEST

DocuSigned by:

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City Clerk

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS3-8-24) (Mandatory 8-24)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

**CONTRACT TO BUY AND SELL REAL ESTATE
(COMMERCIAL)
(☒ Property with No Residences)
(☐ Property with Residences-Residential Addendum Attached)**

Date: **March 10, 2025**

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. City of Pueblo, a Colorado municipal corporation (Buyer) will take title to the Property described below as ☐ **Joint Tenants** ☐ **Tenants In Common** ☒ **Other** severalty.

2.2. No Assignability. This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions**.

2.3. Seller. 101 W Riverwalk, LLC, a Colorado limited liability company (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Pueblo, Colorado (insert legal description):

CONDOMINIUM UNIT 2, THE RIVERWALK PLACE BUILDING CONDOMINIUMS, ACCORING TO THE CONDOMINIUM MAP THEREOF, RECORDED ON OCTOBER 16, 2008, AT RECEPTION NO. 1785144 IN THE RECORDS OF THE OFFICE OF THE CLERK AND RECORDER OF THE COUNTY OF PUEBLO, COLORADO, AND AS DEFINED AND DESCRIBED IN THE CONDOMINIUM DECLARATION FOR THE RIVERWALK PLACE BUILDING CONDOMINIUMS RECORDED OCTOBER 16, 2008, AT RECEPTION NO 1785145 AND FIRST AMENDMENT THERETO RECORDED FEBRUARY 15, 2013 UNDER RECEPTION NO. 1934281 IN SAID RECORDS

known as: <u>101 W. Riverwalk Place, Unit 2</u>	<u>Pueblo</u>	<u>CO</u>	<u>81003</u>
Street Address	City	State	Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions – Attached. If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers (including none remote controls). If checked, the following are owned by the Seller and included: ☐ **Solar Panels** ☐ **Water Softeners** ☐ **Security Systems** ☐ **Satellite Systems** (including satellite dishes). Leased items should be listed under § 2.5.8. (Leased Items). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Inclusions – Not Attached. If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under **Exclusions**: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

2.5.3. Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price: Any and all furniture, fixtures, and equipment located in the Property on the date of Closing including but not limited to desks, tables, cubicles, filing cabinets, and kitchen appliances, if any.

2.5.4. Encumbered Inclusions. Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except: None.

Buyer ☐ **Will** ☐ **Will Not** assume the debt and obligations on the Encumbered Inclusions subject to Buyer's review under §10.6. (Encumbered Inclusion Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not receive such approval this Contract terminates.

2.5.5. Personal Property Conveyance. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.6. Parking and Storage Facilities. The use or ownership of the following parking facilities: none; and the use or ownership of the following storage facilities: none.
Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

2.5.7. Trade Fixtures. With respect to trade fixtures, Seller and Buyer agree as follows: none

The trade fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except . Conveyance will be by bill of sale or other applicable legal instrument.

2.5.8. Leased Items. The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items): none

Buyer ☐ **Will** ☐ **Will Not** assume Seller's debt and obligations under such leases for the Leased Items subject to Buyer's review under §10.6. (Leased Items Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not receive such approval this Contract terminates.

☐ **2.5.9. Solar Power Plan.** If the box is checked, Seller has entered into a solar power purchase agreement, regardless of the name or title, to authorize a third-party to operate and maintain a photovoltaic system on the Property and provide electricity (Solar Power Plan) that will remain in effect after Closing. Buyer ☐ **Will** ☐ **Will Not** assume Seller's obligations under such Solar Power Plan subject to Buyer's review under §10.6. (Solar Power Plan) and Buyer's receipt of written approval by the third-party before Closing. If Buyer does not receive such approval this Contract terminates.

2.6. Exclusions. The following items are excluded (Exclusions): none

☐ **2.7. Water Rights/Well Rights.**

2.7.1. Deeded Water Rights. The following legally described water rights: none

Any deeded water rights will be conveyed by a good and sufficient N/A deed at Closing.

☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3. and 2.7.4., will be transferred to Buyer at Closing: none

☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a

113 registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in
 114 connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is
 115 none.

116 ☐ **2.7.4. Water Stock.** The water stock to be transferred at Closing are as follows: none

117
 118
 119
 120 **2.7.5. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water),
 121 § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable
 122 legal instrument at Closing.

123 **2.7.6. Water Rights Review.** Buyer has a Right to Terminate if examination of the Water Rights is unsatisfactory
 124 to Buyer on or before the **Water Rights Examination Deadline**.

125 3. DATES, DEADLINES AND APPLICABILITY.

126 3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	N/A
2	§ 4	Alternative Earnest Money Deadline	
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	03/10/25
4	§ 8	Record Title Objection Deadline	03/24/25
5	§ 8	Off-Record Title Deadline	03/10/25
6	§ 8	Off-Record Title Objection Deadline	03/24/25
7	§ 8	Title Resolution Deadline	03/31/25
8	§ 8	Third Party Right to Purchase/Approve Deadline	N/A
		Owners' Association	
9	§ 7	Association Documents Deadline	N/A
10	§ 7	Association Documents Termination Deadline	N/A
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	03/03/25
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	N/A
		Loan and Credit	
13	§ 5	New Loan Application Deadline	02/25/25
14	§ 5	New Loan Terms Deadline	04/14/25
15	§ 5	New Loan Availability Deadline	03/31/25
16	§ 5	Buyer's Credit Information Deadline	N/A
17	§ 5	Disapproval of Buyer's Credit Information Deadline	N/A
18	§ 5	Existing Loan Deadline	N/A
19	§ 5	Existing Loan Termination Deadline	N/A
20	§ 5	Loan Transfer Approval Deadline	N/A
21	§ 4	Seller or Private Financing Deadline	N/A
		Appraisal	
22	§ 6	Appraisal Deadline	04/07/25
23	§ 6	Appraisal Objection Deadline	04/14/25
24	§ 6	Appraisal Resolution Deadline	04/28/25
		Survey	
25	§ 9	New ILC or New Survey Deadline	N/A
26	§ 9	New ILC or New Survey Objection Deadline	N/A
27	§ 9	New ILC or New Survey Resolution Deadline	N/A
		Inspection and Due Diligence	
28	§ 2	Water Rights Examination Deadline	N/A
29	§ 8	Mineral Rights Examination Deadline	N/A
30	§ 10	Inspection Termination Deadline	04/28/25
31	§ 10	Inspection Objection Deadline	04/14/25
32	§ 10	Inspection Resolution Deadline	04/21/25
33	§ 10	Property Insurance Termination Deadline	04/28/25

34	§ 10	Due Diligence Documents Delivery Deadline	03/10/25
35	§ 10	Due Diligence Documents Objection Deadline	03/24/25
36	§ 10	Due Diligence Documents Resolution Deadline	03/31/25
37	§ 10	Environmental Inspection Termination Deadline	04/28/25
38	§ 10	ADA Evaluation Termination Deadline	04/28/25
39	§ 10	Conditional Sale Deadline	N/A
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	N/A
41	§ 11	Estoppel Statements Deadline	N/A
42	§ 11	Estoppel Statements Termination Deadline	N/A
		Closing and Possession	
43	§ 12	Closing Date	05/01/25 or sooner
44	§ 17	Possession Date	Day of closing
45	§ 17	Possession Time	Day of closing
46	§ 27	Acceptance Deadline Date	N/A
47	§ 27	Acceptance Deadline Time	N/A

127 **3.2. Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with “N/A”,
128 or the word “Deleted,” such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box
129 checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of
130 “None”, such provision means that “None” applies.

131 The abbreviation “MEC” (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The
132 abbreviation “N/A” as used in this Contract means not applicable.

133 **3.3. Day; Computation of Period of Days; Deadlines.**

134 **3.3.1. Day.** As used in this Contract, the term “day” means the entire day ending at 11:59 p.m., United States
135 Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1.
136 (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end
137 on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of**
138 **Day Deadline** is left blank or “N/A” the deadlines will expire at 11:59 p.m., United States Mountain Time.

139 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after MEC), when the
140 ending date is not specified, the first day is excluded and the last day is included.

141 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such
142 deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked,
143 the deadline will not be extended.

144 **4. PURCHASE PRICE AND TERMS.**

145 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$7,000,000	
2	§ 4.3.	Earnest Money		\$500,000
3	§ 4.5.	New Loan		\$
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7				
8				
9	§ 4.4.	Cash at Closing		\$6,500,000
10		TOTAL	\$7,000,000	\$7,000,000

146 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$0.00 (Seller Concession). The Seller
147 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer’s lender
148 and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller
149 Concession include, but are not limited to: Buyer’s closing costs, loan discount points, loan origination fees, prepaid items and any
150 other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer
151 elsewhere in this Contract.

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a promissory note, will be payable to and held by Seller (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

4.3.2. Disposition of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.

4.3.2.1. Seller Failure to Timely Return Earnest Money. If Seller fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in “**If Seller is in Default**”, § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

4.3.2.2. Buyer Failure to Timely Release Earnest Money. If Buyer fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in **“If Buyer is in Default, § 20.1. and § 21,** unless Buyer is entitled to the Earnest Money due to a Seller Default.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.4.2. Time of Payment. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.**

4.4.3. Available Funds. Buyer represents that Buyer, as of the date of this Contract, ☐ **Does** ☒ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan.

4.5.1. Buyer to Pay Loan Costs. Buyer, except as otherwise permitted in § 4.2. (Seller Concession), if applicable, must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

4.5.2. Buyer May Select Financing. Buyer may pay in cash or select financing appropriate and acceptable to Buyer, including a different loan than initially sought, except as restricted in § 4.5.3. (Loan Limitations) or § 30 (Additional Provisions).

4.5.3. Loan Limitations. Buyer may purchase the Property using any of the following types of loans:

☐ Conventional ☒ Other Bonds

4.6. Assumption. (Omitted as inapplicable.)

4.7. Seller or Private Financing. (Omitted as inapplicable.)

Private Financing Deadline.

4.7.1.1. Seller May Terminate. If Seller is to provide Seller financing, this Contract is conditional upon Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost, and compliance with the law. Seller has the Right to Terminate under § 24.1., on or before **Seller or Private Financing Deadline**, if such Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.

4.7.2. Buyer May Terminate. If Buyer is to pay all or any portion of the Purchase Price with Seller or private financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its availability, payments, interest rate, terms, conditions, and cost. Buyer has the Right to Terminate under § 24.1, on or before **Seller or Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS.

5.1. New Loan, Assumption Application. If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such

229 loan or approval.

230 **5.2. New Loan Terms; New Loan Availability.**

231 **5.2.1. New Loan Terms.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
232 conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest
233 rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit
234 of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not
235 satisfactory to Buyer, in Buyer's sole subjective discretion.

236 **5.2.2. New Loan Availability.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
237 conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's
238 New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan**
239 **Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the
240 New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property
241 Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS**
242 **NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S**
243 **EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title,
244 Survey).

245 **5.3. Credit Information.** This Contract is conditional (for the sole benefit of Seller) upon Seller's approval of Buyer's
246 financial ability and creditworthiness, which approval will be in Seller's sole subjective discretion. Accordingly: (1) Buyer must
247 supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information and documents (including a current
248 credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's
249 financial ability and creditworthiness; and (3) any such information and documents received by Seller must be held by Seller in
250 confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at Closing is less than as set
251 forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If Seller disapproves of Buyer's
252 financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to Terminate under § 24.1., on or
253 before **Disapproval of Buyer's Credit Information Deadline**.

254 **5.4. Existing Loan Review.** Seller must deliver copies of the loan documents (including note, deed of trust and any
255 modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer, this Contract is conditional upon Buyer's review
256 and approval of the provisions of such loan documents. Buyer has the Right to Terminate under § 24.1., on or before **Existing Loan**
257 **Termination Deadline**, based on any unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the
258 lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer obtaining such approval without
259 change in the terms of such loan, except as set forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval**
260 **Deadline**, this Contract will terminate on such deadline. Seller has the Right to Terminate under § 24.1., on or before Closing, in
261 Seller's sole subjective discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such
262 compliance as set forth in § 4.6.

263 **6. APPRAISAL PROVISIONS.**

264 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on
265 behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth
266 certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be
267 valued at the Appraised Value.

268 **6.2. Appraised Value.** The applicable appraisal provision set forth below applies to the respective loan type set forth in
269 § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

270 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the
271 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**
272 **Objection Deadline**:

273 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;
274 or

275 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the
276 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

277 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**
278 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**
279 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of
280 the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

281 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,
282 including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting),
283 beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following
284 Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written
285 agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the
286 satisfaction of the Lender Property Requirements is waived in writing by Buyer.

287 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☒ **Buyer**

288 ☐ **Seller.** The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's
289 agent or all three.

290 **7. OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more Common Interest
291 Communities and subject to one or more declarations (Association).

292 **7.1. Common Interest Community Disclosure.** **THE PROPERTY IS LOCATED WITHIN A COMMON**
293 **INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF**
294 **THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE**
295 **COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE**
296 **ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL**
297 **OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS**
298 **OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD**
299 **PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS**
300 **AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING**
301 **CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A**
302 **COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF**
303 **PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL**
304 **OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE**
305 **DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE**
306 **ASSOCIATION.**

307 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below),
308 at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association
309 Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt
310 of the Association Documents, regardless of who provides such documents.

311 **7.3. Association Documents.** Association documents (Association Documents) consist of the following:

312 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,
313 rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5,
314 C.R.S.;

315 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;
316 such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual
317 Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding
318 minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

319 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,
320 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must
321 include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed
322 (Association Insurance Documents);

323 **7.3.4.** A list by unit type of the Association's assessments, including both regular and special assessments as
324 disclosed in the Association's last Annual Disclosure;

325 **7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget
326 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for
327 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent
328 available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the
329 Association's community association manager or Association will charge in connection with the Closing including, but not limited
330 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for
331 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of
332 all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and
333 7.3.5., collectively, Financial Documents);

334 **7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5,
335 C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction
336 Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2.
337 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common
338 elements or limited common elements of the Association property.

339 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to
340 Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in
341 any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after
342 **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to
343 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive
344 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing**
345 **Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to
346 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right

347 to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

348 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

349 **8.1. Evidence of Record Title.**

350 ☐ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance
351 company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish
352 to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price,
353 or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued
354 and delivered to Buyer as soon as practicable at or after Closing.

355 ☒ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance
356 company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to
357 Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.
358 If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

359 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment ☒ **Will** ☐ **Will Not** contain Owner's
360 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions
361 which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap
362 period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes,
363 assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by
364 ☒ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** _____.
365 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over
366 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,
367 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under
368 § 8.7. (Right to Object to Title, Resolution).

369 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,
370 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such
371 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
372 Documents).

373 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title
374 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
375 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
376 party or parties obligated to pay for the owner's title insurance policy.

377 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any
378 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

379 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
380 Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's
381 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or
382 any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title
383 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment
384 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to
385 Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any
386 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,
387 or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection,
388 pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object
389 to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1.
390 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable
391 deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title
392 Documents as satisfactory.

393 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing
394 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without
395 limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which
396 Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New
397 ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown
398 by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of
399 Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2.
400 (Record Title) and § 13 (Transfer of Title)), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-**
401 **Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has
402 until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives
403 Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is
404 governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to
405 Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record

406 Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

407 **8.4. Special Taxing and Metropolitan Districts. Intentionally Deleted.**

408 **8.5. Tax Certificate.** A tax certificate paid for by ☒ Seller ☐ Buyer, for the Property (Tax Certificate) must be delivered
409 to Buyer on or before **Record Title Deadline**. If the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole
410 subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate
411 after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate
412 received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or
413 if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate
414 must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer
415 accepts the content of the Tax Certificate as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's
416 loan specified in §4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for
417 by Seller.

418 **8.6. Third Party Right to Purchase/Approve.** If any third party has a right to purchase the Property (e.g., right of first
419 refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a
420 right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of
421 such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase
422 is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly
423 notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred
424 on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in
425 writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

426 **8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole subjective discretion,
427 based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate)
428 and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the
429 applicable deadline, Buyer has the following options:

430 **8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of
431 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or
432 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives
433 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and
434 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title
435 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the
436 Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the
437 applicable documents; or

438 **8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 24.1., on or before
439 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

440 **8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed
441 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
442 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,
443 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various
444 laws and governmental regulations concerning land use, development and environmental matters.

445 **8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**
446 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF**
447 **THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER**
448 **RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL**
449 **ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM**
450 **RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,**
451 **GAS OR WATER.**

452 **8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO**
453 **ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A**
454 **MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND**
455 **RECORDER.**

456 **8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT**
457 **TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION**
458 **OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING**
459 **OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.**

460 **8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL**
461 **INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING**
462 **DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL**
463 **AND GAS CONSERVATION COMMISSION.**

464 **8.8.5. Title Insurance Exclusions.** Matters set forth in this Section and others, may be excepted, excluded from, or
465 not covered by the owner's title insurance policy.

466 **8.9. Mineral Rights Review.** Buyer has a Right to Terminate if examination of the Mineral Rights is unsatisfactory to
467 Buyer on or before the **Mineral Rights Examination Deadline**.

468 **9. NEW ILC, NEW SURVEY.**

469 **9.1. New ILC or New Survey.** If the box is checked, (1) ☐ **New Improvement Location Certificate (New ILC)**; or, (2)
470 ☐ **New Survey** in the form of none; is required and the following will apply:

471 **9.1.1. Ordering of New ILC or New Survey.** ☐ **Seller** ☐ **Buyer** will order the New ILC or New Survey. The
472 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date
473 after the date of this Contract.

474 **9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on or before
475 Closing, by: ☐ **Seller** ☐ **Buyer** or: To the extent a New ILC Survey or New Survey is desired by the Buyer, Buyer will order and pay for
476 such New ILC or New Survey.

477
478 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider of
479 the opinion of title if an Abstract of Title) and none will receive a New ILC or New Survey on or before **New**
480 **ILC or New Survey Deadline**.

481 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor to
482 all those who are to receive the New ILC or New Survey.

483 **9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New
484 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New**
485 **Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to
486 Seller incurring any cost for the same.

487 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object based on the New ILC or New Survey.
488 If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion,
489 Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

490 **9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1, that this Contract is terminated; or

491 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be
492 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

493 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on or
494 before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on
495 or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey**
496 **Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such
497 termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

498

DISCLOSURE, INSPECTION AND DUE DILIGENCE

499 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF**
500 **WATER.**

501 **10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer
502 the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller
503 to Seller's actual knowledge and current as of the date of this Contract.

504 **10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose to Buyer
505 any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material
506 facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely
507 disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing
508 or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that
509 Seller is conveying the Property and Inclusions to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

510 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections
511 (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If
512 (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the
513 electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased
514 Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g.,
515 heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or
516 noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's
517 sole subjective discretion, Buyer may:

518 **10.3.1. Inspection Termination.** On or before the **Inspection Termination Deadline**, notify Seller in writing,
519 pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver
520 an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller
521 pursuant to § 10.3.2.; or

522 **10.3.2. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to Seller a written
523 description of any unsatisfactory condition that Buyer requires Seller to correct

524 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**
525 **Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,
526 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection
527 Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision
528 prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by
529 executing an Earnest Money Release.

530 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement
531 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at
532 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer
533 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,
534 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such
535 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against
536 any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and
537 expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed
538 pursuant to an Inspection Resolution.

539 **10.5. Insurability.** Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination**
540 **Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance
541 (Property Insurance) on the Property, in Buyer's sole subjective discretion.

542 **10.6. Due Diligence.**

543 **10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents and information
544 pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery**
545 **Deadline**:

546 **10.6.1.1. Occupancy Agreements.** All current leases, including any amendments or other occupancy
547 agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing
548 are as follows (Leases): Lease agreement between Seller and Professional Bull Riders, LLC, which shall terminate on or before
549 June 30, 2025. Seller shall retain all lease payments payable through June 30, 2025 or the earlier termination of such lease. Buyer and Seller
550 shall enter into a separate property management agreement governing the management of the Property in relation to the PBR lease post
551 closing.

552 **10.6.1.2. Leased Items Documents.** If any lease of personal property (§ 2.5.8., Leased Items) will be
553 transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to
554 Buyer on or before **Due Diligence Documents Delivery Deadline**.

555 **10.6.1.3. Encumbered Inclusions Documents.** If any Inclusions owned by Seller are encumbered
556 pursuant to § 2.5.4. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other
557 documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**.

558 **10.6.1.4. Solar Power Plan.** Copy of any Solar Power Plan not included in Leased Items (regardless
559 of its name or title).

560 **10.6.1.5. Septic Use Permit.** If required by the local health department or other applicable government
561 entity, on or before the local health department's applicable deadline, Seller must pay for and furnish to Buyer a Septic Use Permit.

562 **10.6.1.6. Other Documents.** If the respective box is checked, Seller agrees to additionally deliver copies
563 of the following:

564 ☒ **10.6.1.6.1.** All contracts relating to the operation, maintenance and management of the
565 Property;

566 ☒ **10.6.1.6.2.** Property tax bills for the last 5 years;

567 ☐ **10.6.1.6.3.** As-built construction plans to the Property and the tenant improvements, including
568 architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the
569 extent now available;

570 ☒ **10.6.1.6.4.** A list of all Inclusions to be conveyed to Buyer;

571 ☐ **10.6.1.6.5.** Operating statements for the past _____ years;

572 ☐ **10.6.1.6.6.** A rent roll accurate and correct to the date of this Contract;

573 ☐ **10.6.1.6.7.** A schedule of any tenant improvement work Seller is obligated to complete
574 but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;

575 ☒ **10.6.1.6.8.** All insurance policies pertaining to the Property and copies of any claims which
576 have been made for the past 5 years;

577 ☐ **10.6.1.6.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if
578 not delivered earlier under § 8.3.);

579 ☒ **10.6.1.6.10.** Any and all existing documentation and reports regarding Phase I and II
580 environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos,
581 PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no
582 reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to
583 Seller;

☒ **10.6.1.6.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;
☒ **10.6.1.6.12.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and
☐ **10.6.1.6.13.** Other: none

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object based on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

10.6.2.4. Automatic Due Diligence Extension. If a Due Diligence Document is not delivered on or before the Due Diligence Documents Deadline, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Due Diligence Document. If Buyer's right to review and object to such Due Diligence Document is extended due to such Due Diligence Document not being delivered on or before the Due Diligence Documents Deadline, the Due Diligence Document Resolution Deadline will also be extended to the earlier of Closing or fifteen days after Buyer's receipt of such Due Diligence Document.

10.6.3. Zoning. Buyer has the Right to Terminate under § 24.1., on or before Due Diligence Documents **Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.4. Due Diligence – Environmental. Buyer has the right to obtain environmental inspections of the Property including a Phase I Environmental Site Assessment. ☐ Seller ☒ Buyer will order or provide a current Phase I Environmental Site Assessment (compliant with the most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or none, at the expense of ☐ Seller ☒ Buyer (Environmental Inspection).

If the Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Termination Deadline** will be extended by 30 days (Extended Environmental Inspection Termination Deadline) and if such Extended Environmental Inspection Termination Deadline extends beyond the Closing Date, the **Closing Date** will be extended a like period of time. In such event, ☐ Seller ☒ Buyer must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended Environmental Inspection Termination Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

10.6.5. Due Diligence – ADA. Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as none. Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). [Intentionally Deleted - See Residential Addendum if applicable]

644 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned
645 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease
646 or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into
647 any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld
648 or delayed.

649 **10.10. Lead-Based Paint.** [Intentionally Deleted - See Residential Addendum if applicable]

650 **10.11. Carbon Monoxide Alarms.** [Intentionally Deleted - See Residential Addendum if applicable]

651 **10.12. Methamphetamine Disclosure.** [Intentionally Deleted - See Residential Addendum if applicable]

652 **~~11. TENANT ESTOPPEL STATEMENTS.~~**

653 ~~**11.1. Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements. Seller must~~
654 ~~request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**,~~
655 ~~statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement)~~
656 ~~attached to a copy of the Lease stating:~~

657 ~~**11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;~~

658 ~~**11.1.2.** That said Lease is in full force and effect and that there have been no subsequent modifications or~~
659 ~~amendments;~~

660 ~~**11.1.3.** The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;~~

661 ~~**11.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;~~

662 ~~**11.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and~~

663 ~~**11.1.6.** That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease~~
664 ~~demising the premises it describes.~~

665 ~~**11.2. Seller Estoppel Statement.** In the event Seller does not receive from all tenants of the Property a completed signed~~
666 ~~Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents~~
667 ~~required in § 11.1. above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.~~

668 ~~**11.3. Estoppel Statements Termination.** Buyer has the Right to Terminate under § 24.1., on or before **Estoppel**~~
669 ~~**Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if~~
670 ~~Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to~~
671 ~~waive any unsatisfactory Estoppel Statement.~~

672

CLOSING PROVISIONS

673 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

674 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable
675 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is
676 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a
677 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any
678 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and
679 Seller will sign and complete all customary or reasonably required documents at or before Closing.

680 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions ☐ Are ☒ Are Not executed with
681 this Contract.

682 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
683 the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller must provide Buyer with the ability to access the
684 Property (e.g. keys, access code, garage door opener). The hour and place of Closing will be as designated by
685 the parties to this contract and the closing agent.

686 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between
687 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

688 **12.5. Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer
689 must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such
690 leases for the Leased Items accepted by Buyer pursuant to § 2.5.8. (Leased Items).

691 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender
692 of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing: ☒
693 special warranty deed ☒ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed
694 ☐ _____ deed. Seller, provided another deed is not selected, must execute and deliver a good and
695 sufficient special warranty deed to Buyer, at Closing.

696 Unless otherwise specified in § 30 (Additional Provisions), if title will be conveyed using a special warranty deed or a general
697 warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

698 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed on any liens
699 or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special
700 improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid
701 at or before Closing by Seller from the proceeds of this transaction or from any other source.

702 **15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND**
703 **WITHHOLDING.**

704 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
705 to be paid at Closing, except as otherwise provided herein.

706 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by ☐ Buyer ☐ Seller
707 ☒ One-Half by Buyer and One-Half by Seller ☐ Other _____.

708 **15.3. Association Fees and Required Disbursements.** At least fourteen days prior to **Closing Date**, Seller agrees to
709 promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees
710 associated with or specified in the Status Letter will be paid as follows:

711 **15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association's Status Letter must be paid by Seller.

712 **15.3.2. Record Change Fee.** Any Record Change Fee must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer
713 and One-Half by Seller ☒ N/A.

714 **15.3.3. Reserves or Working Capital.** Unless agreed to otherwise, all reserves or working capital due (or other
715 similar cost not addressed in § 16.2. (Association Assessments)) at Closing must be paid by ☐ Buyer ☐ Seller ☐ One-Half by
716 Buyer and One-Half by Seller ☒ N/A.

717 **15.3.4. Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐
718 Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

719 **15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by ☐ Buyer ☒ Seller ☐ One-Half by
720 Buyer and One-Half by Seller ☐ N/A.

721 **15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by
722 ☐ Buyer ☒ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

723 **15.6. Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property, payable at Closing,
724 such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ Buyer ☒ Seller
725 ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

726 **15.7. Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed
727 \$ none for:

728 ☐ Water District/Municipality ☐ Water Stock
729 ☐ Augmentation Membership ☐ Small Domestic Water Company ☐ _____
730 and must be paid at Closing by ☐ Buyer ☒ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

731 **15.8. Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be
732 paid by ☐ Buyer ☒ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

733 **15.9. FIRPTA and Colorado Withholding.**

734 **15.9.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be
735 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the
736 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ **IS** a foreign
737 person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign
738 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably
739 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to
740 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or
741 if an exemption exists.

742 **15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds
743 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to
744 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding
745 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's
746 tax advisor to determine if withholding applies or if an exemption exists.

747 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.**

748 **16.1. Prorations.** The following will be prorated to the **Closing Date**, except as otherwise provided:

749 **16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes
750 for the year of Closing, based on ☐ **Taxes for the Calendar Year Immediately Preceding Closing** ☒ **Most Recent Mill Levy**
751 **and Most Recent Assessed Valuation**, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled
752 veteran exemption or ☒ **Other** HARP Fees.

753 **16.1.2. Rents.** Rents based on ☐ **Rents Actually Received** ☐ **Accrued**. At Closing, Seller will transfer or credit
754 to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in

755 writing of such transfer and of the transferee's name and address.

756 **16.1.3. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and any of record.

757 **16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations are final.

758 **16.2. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in
759 advance will be credited to Seller at Closing. All Association Assessments accrued before Closing must be paid by Seller and all
760 Association Assessments accrued after Closing must be paid by Buyer. Cash reserves held out of the regular Association Assessments
761 for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing
762 Documents. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ Buyer ☐
763 Seller. Except however, any special assessment by the Association for improvements that have been installed as of the date of
764 Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in
765 Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current
766 regular assessments and none. Association Assessments are subject to change as provided in the
767 Governing Documents.

768 **17. POSSESSION.** Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**,
769 subject to the Leases as set forth in § 10.6.1.1.

770 If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally
771 liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ 250.00 per day (or any part of a day
772 notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered. Additionally, Buyer may
773 pursue a claim against Seller for any of Buyer's actual additional damages incurred by Buyer in excess of such amount.

774

GENERAL PROVISIONS

775 **18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**
776 **WALK-THROUGH.** Except as otherwise provided in this Contract, the Property and Inclusions will be delivered in the condition
777 existing as of the date of this Contract, ordinary wear and tear excepted.

778 **18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss
779 prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the
780 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,
781 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on
782 or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect
783 to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were
784 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any
785 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received
786 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to
787 Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's
788 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney
789 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such
790 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

791 **18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),
792 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date
793 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion
794 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or
795 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by
796 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before
797 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the
798 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must
799 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive
800 Closing.

801 **18.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may
802 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation
803 action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's
804 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and
805 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value
806 of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

807 **18.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the
808 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.
809

810 **19. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that
811 their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination
CBS3-6-24. CONTRACT TO BUY AND SELL REAL ESTATE (COMMERCIAL)

812 of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal
813 and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded
814 in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be
815 engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must
816 be complied with.

817
818 **20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract.
819 This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored
820 or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party
821 has the following remedies:

822 **20.1. If Buyer is in Default:**

823 ☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid
824 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the
825 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat
826 this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

827 **20.1.2. Liquidated Damages, Applicable.** This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may
828 cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that
829 the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is
830 fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to
831 perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

832 **20.2. If Seller is in Default:**

833 **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which case
834 all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper.
835 Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after
836 Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance
837 or damages, or both.

838 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to
839 include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or
840 repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such
841 failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this
842 Contract are reserved and survive Closing.

843 **21. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration
844 or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all
845 reasonable costs and expenses, including attorney fees, legal fees and expenses.

846 **22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties
847 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps
848 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is
849 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator
850 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire
851 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that
852 party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a
853 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This
854 Section will not alter any date in this Contract, unless otherwise agreed.

855 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest
856 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding
857 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective
858 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest
859 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and
860 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of
861 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one
862 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest
863 Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time
864 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the
865 obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

866 **24. TERMINATION.**

867 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the

868 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
869 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
870 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory
871 and waives the Right to Terminate under such provision. Any Notice to Terminate delivered after the applicable deadline specified
872 in the Contract is ineffective and does not terminate this Contract.

873 **24.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder must be timely
874 returned to Buyer and the parties are then relieved of all obligations hereunder, subject to §§ 10.4. and 21.

875 **25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified
876 addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining
877 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms
878 of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or
879 obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.
880 Any successor to a party receives the predecessor's benefits and obligations of this Contract.

881 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

882 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in
883 § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or
884 notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing
885 must be received by the party, not Broker or Brokerage Firm).

886 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or
887 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker
888 working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not
889 Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or e-contract software.

890 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address
891 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the
892 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

893 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
894 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
895 located in Colorado.

896 **27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and
897 Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before
898 **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and
899 Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such
900 copies taken together are deemed to be a full and complete contract between the parties.

901 **28. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited
902 to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance,**
903 **Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability and**
904 **Due Diligence.**

905 **29. BUYER'S BROKERAGE FIRM COMPENSATION.** Buyer's brokerage firm's compensation will be paid, at Closing, as
906 follows: none

907 ☐ **29.1.** ____% of the Purchase Price or \$_____ by Seller. Buyer's brokerage firm is an intended third-party
908 beneficiary under this provision only. The amount paid by Seller under this provision is in addition to any other amounts Seller is
909 paying on behalf of Buyer elsewhere in this Contract.

910 ☐ **29.2.** ____% of the Purchase Price or \$_____ by Buyer pursuant to a separate agreement between Buyer and
911 Buyer's brokerage firm. This amount may be modified between Buyer and Buyer's brokerage firm outside of this Contract.

912 ☐ **29.3.** ____% of the Purchase Price or \$_____ by a separate agreement between Buyer's brokerage firm and
913 Seller's brokerage firm.

914

ADDITIONAL PROVISIONS AND ATTACHMENTS
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915 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
916 Commission.) Notwithstanding any provision contained in this Contract, Buyer's obligations under this Contract with respect to
917 consummation of the transaction contemplated herein shall be conditioned upon final passage of an ordinance by the City Council and approval thereof by
918 the Mayor approving the same and budgeting and appropriating funds for the purchase of the Property, which approval shall be obtained by Buyer on or
919 before 04/28/25.

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31. OTHER DOCUMENTS.
31.1. Documents Part of Contract. The following documents **are a part** of this Contract: [none](#)

31.2. Documents Not Part of Contract. The following documents have been provided but are **not** a part of this Contract:

SIGNATURES

Buyer’s Name: [City of Pueblo, a Colorado municipal corporation](#)

Heather Graham, Mayor	Date
Address: 1 City Hall Place Pueblo, CO 81003	
Phone No.:	
Fax No.:	
Email Address:	

938 [NOTE: If this offer is being countered or rejected, do not sign this document.]

Seller’s Name: _____ Seller’s Name: _____

Seller’s Signature	Date	Seller’s Signature	Date
Address: _____		Address: _____	
Phone No.: _____		Phone No.: _____	
Fax No.: _____		Fax No.: _____	
Email Address: _____		Email Address: _____	

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940

END OF CONTRACT TO BUY AND SELL REAL ESTATE

**EARNEST MONEY
PROMISSORY NOTE**

U.S. \$500,000

Pueblo, Colorado
March 10, 2025

WHEREAS, THE City of Pueblo, a Colorado municipal corporation (the “City”) has entered into a Contract to Buy and Sell Real Estate with 101 W Riverwalk, LLC (“Seller”) contemporaneously herewith for the real property located at 101 W. Riverwalk Place, Unit 2 (the “Property”); and

WHEREAS, the sale of the Property is scheduled to close on or before May 1, 2025, unless such closing deadline is modified by written agreement of the City and Seller.

NOW THEREFORE,

FOR VALUE RECEIVED, the City of Pueblo, a Colorado municipal corporation (the “City”) hereby agrees, covenants, and promises to pay 101 W Riverwalk, LLC the principal sum of Five Hundred Thousand and no/100 Dollars (\$500,000) together with zero percent (0%) interest per annum on or before closing. This Promissory Note is meant to secure City’s performance of the Contract to Buy and Sell Real Estate and shall be due and payable on the closing date even if the City is unable to close on the purchase of the Property.

In the event it becomes necessary to enforce payment of the Promissory Note through collection or legal action, City agrees to pay all costs of collection, including reasonable attorney fees. This Note is made in and shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive venue for any litigation shall be with the District Court of Pueblo County, Colorado.

ATTEST:

CITY OF PUEBLO, a Colorado
municipal corporation

Title: _____

Heather Graham, Mayor



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 10, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: AN ORDINANCE AWARDING AND APPROVING A LEASE AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO OUTLAW RACING ASSOCIATION, LLC. FOR THE OPERATION, MANAGEMENT, AND PROMOTION OF THE HONOR FARM PARK & OPEN SPACE OVAL TRACK FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

This Ordinance awards and approves a Lease and Management Agreement between the City of Pueblo and the Colorado Outlaw Racing Association, LLC, for the operation, management, and promotion of motor sports events at the dirt oval track area located within the Honor Farm Park & Open Space.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

In 2009, the City of Pueblo established the Honor Farm Enterprise responsible for the operation, management, and improvement of the 2,373-acre Honor Farm property. The Honor Farm Enterprise, by City Ordinance, is required to be operated and managed without subsidy from the City's General Fund. The master plan, which was developed in 2007, included the 29-acre dirt oval track area of the Honor Farm Park & Open Space which was constructed in the late 1980s.

Requests for Proposals to maintain and operate the dirt oval track area within the Honor Farm Park & Open Space was advertised in August 2024. The Colorado Outlaw Racing Association, LLC was considered qualified to fulfil the scope of this proposal.

The Colorado Outlaw Racing Association, LLC leased, operated, and managed the dirt oval track facility from 2017 until term of agreement ended December 31, 2024.

FINANCIAL IMPLICATIONS:

In accordance with the specifications as described in the RFP and proposal, the Colorado Outlaw Racing Association agrees to pay to the City the following:

Term of the Lease, Management, and Operating Agreement is for five years beginning March 10, 2025, and ending on December 31, 2029. The operator will pay \$1,000 per month up to \$12,000 for the term of the lease. Prior to the end of the term, both parties may agree to extended for an additional two-year term.

In addition to the base rent, the Operator will also provide one dollar (\$1.00) per each adult spectator and fifty cents (\$.50) per child (ages 3 – 12) in the general admission grandstand area or other attendees for all events directly hosted or administered by the Operator.

Operator will be responsible for paying all utilities, including, but not limited to, electric, gas, sewage, trash, phone, cable, and internet. It is expected that the City will be responsible for various expenses each year, depending upon required repairs to the oval track facility and its infrastructure. The Operator may enter into sponsorship contracts for less than \$20,000. Any sponsorship contract over \$20,000 or involving the naming or the whole, or any portion of, the leased premises must be approved by the City.

BOARD/COMMISSION RECOMMENDATION:

The Honor Farm Enterprise Advisory Committee has recommended that this Agreement be approved as submitted.

STAKEHOLDER PROCESS:

Public discussions during regularly scheduled Honor Farm Enterprise Advisory Committee meetings led to the RFP process for this facility.

ALTERNATIVES:

If this Ordinance is not approved, the dirt oval track facility will remain closed indefinitely.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. EXHIBIT A_Area Map of Leased Premises and Oval Track Facilities for Lease and Management Agreement - Copy
2. EXHIBIT B_Colorado Outlaw Racing Association_RFP 24-099 Proposal - Copy
3. EXHIBIT C_Insurance
4. EXHIBIT D_PERA Questionnaire for Lease and Management Agreement - Copy
5. EXHIBIT E_Honor Farm Property Conservation Easement for Lease and Management Agreement
6. Redlined Colorado Outlaw Racing Association Oval Track Agreement

ORDINANCE NO. 10915

AN ORDINANCE AWARDING AND APPROVING A LEASE AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO OUTLAW RACING ASSOCIATION, LLC. FOR THE OPERATION, MANAGEMENT, AND PROMOTION OF THE HONOR FARM PARK & OPEN SPACE OVAL TRACK FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

SECTION 1.

The Lease and Management Agreement dated March 10, 2025, between the City of Pueblo and the Colorado Outlaw Racing Association, LLC, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

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 Agreement to implement the policies and procedures described therein.

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 24, 2025.

Final adoption of Ordinance by City Council on March 10, 2025.

DocuSigned by:

B7A4F51823AB462

President of City Council

Action by the Mayor:

☒ Approved on 3/12/2025 | 8:40 AM MDT.

☐ Disapproved on _____ based on the following objections:

Signed by:
Heather Graham
3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

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

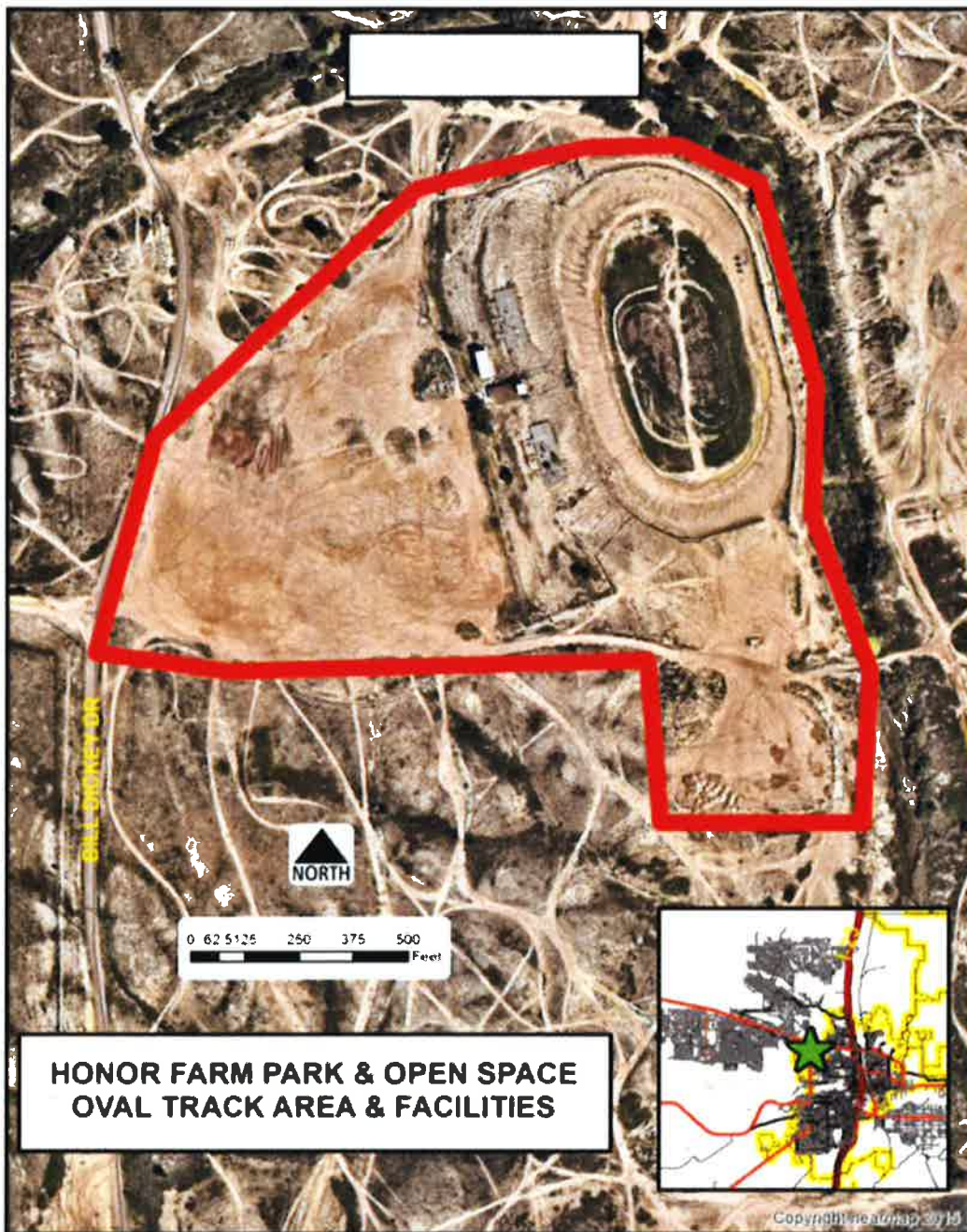
President of City Council

ATTEST

City Clerk

DocuSigned by:
msb
7C02EBDFFC3D43C...

Planning and Community Development Department
211 W 'D' Street, Pueblo, CO 81003



Date Developed: June 19, 2017

Staff Name: Alan Lamberg, Planner

Contact Us: For specific inquiries, contact the
Department of Planning and Community Development
at (719) 553-2259.

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Date: August 30, 2024

To: Deborah Rivera
driver@pueblo.us
City of Pueblo Purchasing Contract Coordinator
Phone: (719) 553-2350

From: Alan Davis – Colorado Outlaw Racing Assoc.
Phone: 719-683-5638
Email: adavis_11@yahoo.com

Colorado Outlaw Racing Assoc.

Proposal 24-099

For Operation, Management, and Promotion of the
Oval Dirt Track at the Honor Farm Park and Open
Space

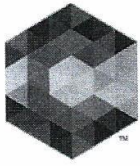
Table of Contents

2.1a Business License	Page 3
2.1b Certificate of Good Standing	Page 4
2.2 Submittal Summary	Page 5
2.3 Disclosures	Page 5
2.4 Statement of Qualifications	Page 5 - 6
2.4c Financial Resources (Confidential)	Page 7
2.5 References	Page 8 - 14
2.6 Project Approach	Page 15 - 16
2.7 Compensation	Page 16
3. Scope of Service & Project Requirements	Page 17
3.1 Objective	Page 17
3.2 Scope of Service	Page 17
3.3 Additional Project Requirements	Page 17
3.4 Improvements	Page 17
3.5 Term	Page 17
4. Evaluation & Award	Page 17
5. Evaluation Criteria	Page 17
6. General Requirements & Information	Page 17
7. Vendor Questionnaire	Page 17 - 19

2.1a Business License

 city of PUEBLO colorado	DEPARTMENT OF FINANCE P.O. BOX 1427 PUEBLO, COLORADO 81002 (719) 553-2659 www.pueblo.us salestax@pueblo.us LICENSE NUMBER: 22804	LICENSE								
<table border="1"><thead><tr><th>LICENSE FOR WHICH RECORD IS ISSUED</th><th>UNITS</th><th>Expiration Date</th><th>LICENSE FEE</th></tr></thead><tbody><tr><td>Use Tax Only - L2</td><td>1</td><td>12- 31- 2024</td><td>50.00</td></tr></tbody></table>			LICENSE FOR WHICH RECORD IS ISSUED	UNITS	Expiration Date	LICENSE FEE	Use Tax Only - L2	1	12- 31- 2024	50.00
LICENSE FOR WHICH RECORD IS ISSUED	UNITS	Expiration Date	LICENSE FEE							
Use Tax Only - L2	1	12- 31- 2024	50.00							
NOTICE: THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE AT ALL TIMES										
DATE OF ISSUE 12- 29- 2023		BY <u>Finance Director</u> FOR CITY LICENSE OFFICER								
COLORADO OUTLAW RACING ASSOC ALAN DAVIS 18245 STATE HWY 94 COLORADO SPRINGS, CO 80930	COLORADO OUTLAW RACING ASSOC 3933 N PUEBLO BLVD PUEBLO, CO 81008	NOTICE: IF THE NATURE OF YOUR BUSINESS REQUIRES CONFORMING TO THE OTHER CITY ORDINANCES, THE PAYMENT AND/OR ISSUANCE OF THIS LICENSE DOES NOT RELIEVE THIS RESPONSIBILITY								
MAILING	BUSINESS									

2.1b Certificate of Good Standing



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Summary

Details			
Name	Colorado Outlaw Racing Association, LLC		
Status	Good Standing	Formation date	04/21/2010
ID number	20101224593	Form	Limited Liability Company
Periodic report month	October	Jurisdiction	Colorado
Principal office street address	18245 State Highway 94, Colorado Springs, CO 80930, United States		
Principal office mailing address	18245 State Highway 94, Colorado Springs, CO 80930, United States		

Registered Agent	
Name	Edward Alan Davis
Street address	18245 State Highway 94, Colorado Springs, CO 80930, US
Mailing address	18245 State Highway 94, Colorado Springs, CO 80930, US

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2.2 Submittal Summary

A. It is the understanding of the Colorado Outlaw Racing Assoc. of the goals of this project are to develop, operate, maintain and promote the Oval Dirt Track facility (currently doing business as Honor Speedway).and to provide a clean & safe Oval Dirt Track area, with minimal disturbance to the existing vegetation in the area. And to develop and/or modify the site to improve & enhance facilities and racing opportunities at the CRA's expense.

B. The Colorado Outlaw Racing Assoc., business address is located at 18245 State Highway 94, Colo. Springs, CO 80930, (719) 683-5638, with Alan Davis as the main contact. The CRA was established in the State of Colo. in 2010.

C. Alan Davis is the authorized representative of the Colorado Outlaw Racing Assoc., as Promoter / Race Director, 18245 State Highway 94, Colo. Springs, CO 80930 adavis_11@yahoo.com (719) 683-5638 (wk) 719-337-4295 (cell).

2.3 Disclosures

No Disclosures.

2.4 Statement of Qualifications

A. Alan Davis was the President of the Colorado 1200 Outlaws from 1994 to 2014, directing an open wheel racing program at numerous dirt tracks throughout Colorado, as well as competing at dirt tracks in western Kansas, Missouri, New Mexico, Oklahoma and Wyoming.,

In 2006, Alan Davis made a proposal to the Director of the El Paso County Parks Dept. to redesign / rebuild the racetrack around the rodeo arena, in front of the grandstands, at the El Paso County Fairgrounds, and construction was started in late 2006, completed in early 2007, and racing started shortly thereafter. Racing was held at that facility through 2014.

The Colorado Outlaw Racing Assoc. (CRA) was established in early 2010, to provide a stable set of rules & guidelines, establishing a partnership with IMCA (Int'l Motor Contest Assoc. Vinton, IA) to provide a national set of rules & guidelines for competitors to compete, and provide racing entertainment for racing fans throughout the State of Colorado, and well as nearby neighboring states. Under the direction of Alan Davis, the CRA became the sanctioning body for El Paso County Speedway at the El Paso County Fairgrounds in Calhan, CO, in 2010 and operated as such through the end of the racing season in 2014.

In 2017, after numerous meetings, Alan Davis & the CRA developed an agreement with the City of Pueblo Parks Dept. to rebuild & re-open the dirt oval track located within Pueblo Motorsport Park. Re-construction began in late 2017, and the track was re-opened for competition in May of 2018. The lease contract was written for 5 years, with a 2 year option. Currently, the CRA is in the final year of the 2 year option, having operated a successful racing operation for the last 6 ½ years. The CRA has hosted numerous racing divisions including ASCS 360 Sprint Cars, URSS 305 Sprint Cars, Rocky Mtn. Midget Racing Assoc., High Plains Late Models, Western Outlaw Late Models, Colorado Vintage Oval Racers, IMCA Modifieds, IMCA Northern Sport Mods, IMCA Stock Cars, IMCA Hobby Stocks, IMCA Sport Compacts, Rocky Mtn. Lightning Sprints, Colo. Dwarf Cars, NOW 600 Micro's, Steel City Karts, Steel City Minis, Jr. Compacts, Warrior South Stocks, Farm Trucks, SCCA Rally Cross, and 2 flat track motorcycle events. Additionally, the CRA has hosted several Monster Truck events, 2 Demolition Derbies, and the Jordan Family Circus.

Our current regular season of 2024 concludes in October, but we plan on a couple of events in November & December.

In October of this year, Alan Davis will receive a tremendous honor, being inducted in the Colorado Motorsports Hall of Fame.

B. Personal resume

Name: (Edward) Alan Davis Age: 66 Date of Birth: Aug. 19, 1958 Residence: Colorado Springs, CO. 80930
18245 E. Hwy. 94 Colo. Springs, CO 80930 Work; (719) 683-5638 Cell; (719) 337-4295
Marital status: Single

Education: Bachelor of Arts - Fine Arts & Design: Western State College, Gunnison CO 1982

Profession: Graphic Artist. Owner / Manager of Performance Graphics 1988 to current (originated in Colorado Springs in 1988). Work includes designing logos, using pressure sensitive vinyl to manufacture signs, decals, magnetic signs, banners, vehicle identification, race car graphics, etc. The business is international, with graphics work in all 50 states and 18 countries.

Racing related: Promoter of El Paso County Speedway, organized and coordinated the dirt track racing program, using a staff of 32, from 2007 thru 2014. Current promoter of Honor Speedway, using a staff of 34, from 2017 to current.

Other work related: Current webmaster for websites: minispintracing.com ; 1200outlaws.com: usoma.com . Familiar with

MS Word, MS Excel, MS Publisher, MS PowerPoint, QuickBooks Pro, FrontPage (website building software)

Past work experience: Construction Foreman for Car- Mar Gas from 1982 – 1987 supervising a crew of 21; operated equipment associated with underground utilities work, i.e. Case W-24 & W-36 loaders, Cat 950 loader, John Deere loader, Case 580 backhoe, Drott 1280 excavator, Cat D-5 bulldozer; operated jackhammers; installed gas piping both indoors and outdoors; installed underground water and sewer pipe (both residential and commercial). As a student at Western State College in Gunnison, was a janitor on one wing of a dormitory, responsible for mopping/buffing hallways, cleaning walls, and drinking fountains.

Hobbies: Racing, Snowmobiling, watching racing, collecting 1/12th & 1/18th scale die-cast sprint cars, numismatist.

Racing Affiliations:

President of Colorado 1200 Outlaws: 1994 – 1998, 2001 to 2014.

The Colorado 1200 Outlaws are a group of racers based in Colorado Springs and Denver, and competed at tracks around Colorado, western Kansas, northern New Mexico, Oklahoma, Wyoming, and Utah.

US Outlaw Mini Sprint Association Promoter: 1995 to 2004.

USOMA promoted the 1200cc Dirt Nationals once a year at various locations. The last one held in 2004 was located at Auto Tire & Parts Race Park in Benton, MO.

President and Tech. Director – Pikes Peak Karting Association: 1983 - 1986

Authored numerous racing articles (1995 to current) in Colorado Racing News, Rocky Mountain Motorsports Monthly, Final Lap Magazine, Colorado Dirt Magazine, and Open Wheel Magazine.

Staff writer to WhoWon.com and BigWestRacing.com. 1996 – 2014.

Other Leadership Affiliations:

President of the Colorado High School Girls Gymnastics Judging Assoc.: Dec. 2004 to 2012.

Vice President of Colorado High School Girls Gymnastics Judging Association: Dec. 2001 to Dec.2004.

Area Director for the Pikes Peak Judging Assoc. Aug. 2001 – Aug. 2003.

Colorado High School gymnastics judge for 30 years, including judging numerous CO High School Gymnastics Regional / State meets.

Home Builders Assoc. liaison to El Paso County Regional Building 1985 - 1987

Financial Resources

Alan Davis owns & operates Performance Graphics, established in 1988. A few of the major clients that I produce materials / parts for -- Collins Aerospace (a division of Raytheon Corp.); Boeing Distribution; Delta Airlines, Goodrich Seating, and Cherokee Metropolitan Distr.

In 2022, Performance Graphics produced \$ 108,000 in gross sales / services.

In 2023 Performance Graphics produced \$ 122,000 in gross sales / services.

In 2024, Performance Graphics is projected to produce approx. \$ 145,000 in gross sales / services

Honor Speedway track income -- Gross receipts from the pit passes, and grandstand admissions provide sufficient income to pay all racing purses, advertising expenses, motorsports insurance, port-a-potties, trash service, etc. Any other net proceeds are used to maintain the facility, purchase replacement needs / supplies, and / or make necessary repairs,

2.5 References (1)

Previous location of similar services / similar requirements
Promoter / Race Director 2007 – 2014 at El Paso County Speedway, El Paso County Fairgrounds, Calhan, CO. 80808
Contracted year by year leases with El Paso County / El Paso County Parks Dept.

2.5 References (2)

Appreciation for track.

Yahoo/Inbox

kre Edwards

From:kreracing@yahoo.com

To:adavis_11@yahoo.com

Sun, Apr 21 at 11:49 AM

To whom it may concern,

We are reaching out today in full support of Alan Davis at Honor Speedway. We have been racing at Honor Speedway since the second year it was back open as two family members race. Alan and his entire crew have done so much for racing in southern Colorado and Alan deserves the right to have his contract extended when the next it is an option. If it wasn't for how he has managed the track there would be a lot of local businesses not supporting the track. Alan and his entire crew put a lot of work into giving all of us racers a great place to race. A couple of years ago when rumor had it there was another "local racer" taking over the track there was a lot of discussion between racers and where they will race as the other guy would run off most of the racers. It was a huge relief to hear Alan was awarded the extension. Now it is time again to award Alan with another extension and watch how the sport will continue to grow in Pueblo. Alan not only talks the talk but walks the walk.

Respectfully,

KRE Racing

Edwards Racing

Radical Ink and Vinyl

Ray Edwards 720-668-0163

2.5 References (3)

To whom it may concern,

I am composing this letter in reference to Alan Davis and Honor Speedway.

I have been affiliated with Mr. Davis for the past 6 years. During that time, I have seen how respected Mr. Davis is on and off the track. He always has the safety of each individual, from spectators in the stands to racers in the pits at the forefront. Mr. Davis not only promotes events at Honor Speedway, but he coaches and helps all individuals grow in their particular class. I know for myself, he gave me a place to grow and learn. I have been racing Karts at Honor Speedway. Mr. Davis was the only promotor that invited a karting program and has since been instrumental in growing the program from one racer to 11 at its peak. He has also added classes, bringing in other competitors to not only Honor Speedway but to other tracks in and around the state. To include the Jr. Compact class and the Farm Trucks, which in turn has brought in more spectators to the track. Mr. Davis is strict in his running of the track. He enforces all the rules set forth at the track and in the stands. No alcohol or drugs, use of all safety equipment, no fighting and so much more. Mr. Davis makes the hard decisions when conditions are not favorable to hold a race. Not for fans or drivers. Mr. Davis always has safety staff on quads, a tow truck and ambulance at each event. Never do we take the track before all of that is in place. Mr. Davis has enhanced the lighting on and off the track over the years for better safety as well as the green, yellow and red lights in the turns to give drivers the heads up of the conditions on the track, flagmen are in every corner as well. Mr. Davis is honest and fair, he will listen to any challenge anyone presents to him and make a decision once he has heard all the facts. He has expelled people for not following the rules, fighting and or being aggressive with intent to harm another on the track.

It is my hope that the Mayor and the City of Pueblo continue to allow Mr. Davis to promote and run Honor Speedway for the next several years. He is superb at what he does and is extremely knowledgeable in regards to track prep and racing in general.

Thank you,
Mary Hyde 719-339-3175
81dd Sport Compact

2.5 References (4)

April 24, 2024

To Whom It May Concern

We would like to extend our gratitude and appreciation to Alan Davis for the great job he has done to bring dirt track racing back to Pueblo. In the time Honor Speedway has been open we have seen what was once a track and facility that was unkept and overtaken by vandalism and weeds to what is now a track and facility that Pueblo can be proud of. The improvements Alan has made to the track, including fencing, lighting, track single lights, new planking for spectator bleachers and many other safety upgrades has made the track attractive to drivers and race fans alike. With the enthusiasm Alan brings and the help of friends and volunteers many more improvements can be made as funding allows.

Many friends and volunteers, including us, have rallied around Alan to help with the improvements and promote Honor Speedway. We would like to see Honor Speedway continue under the authority of Alan Davis as he has a great rapport with the car owners, drivers, fans and community alike. People in the city of Pueblo have been long-time motor sports participants and supporters. With Honor Speedway being the only race track still operating in southern Colorado and Alan's ability, knowledge, and passion for dirt track racing makes him the perfect promotor for Honor Speedway.

Being involved with racing most of our lives and our knowledge of how other tracks operate and seeing what Alan has done with the track at Honor Speedway we feel that Alan would be the best fit to continue as the long term promoter at Honor Speedway.

Please feel free to reach out if you have any questions regarding our above statement.

Sincerely,
Russ and Tammie Cortez
1144 E Orchard Dr.
Pueblo West, Co 81007
719-320-3969

2.5 References (5)

To whom it may concern,

My name is Clint Adams, owner of C&K Delivery LLC and Adams Racing, located in Trinidad, CO. I have been in business for myself for 18 years.

Adams Racing encompasses many different classes, such as mini mods, sport mods, and hobby stocks to name a few. We race at every track in Colorado, from Cortez to Holyoke. My 9 year old son, Martin, and my 12 year old daughter, Elena, run in the JR compact class, which Alan Davis created so that the younger generation has a racing program.

Martin is a 2 time track champion at Honor Speedway and I am the State Champion for hobby stock and the Honor Speedway champion.

We have watched Alan Davis and his CRA crew bring Honor Speedway to life, from a place that was overgrown with weeds and everyone had forgotten, to a place that me, and many others like me, call home on Saturday nights. Honor Speedway is the home of all 4 Colorado State Champions for 2023, which is a huge accomplishment. Honor Speedway is not just another racetrack, but is a place where many people from different backgrounds can come together as a family and put on a show for the fans.

Personally, I could not imagine any other individual than Alan Davis running Honor Speedway.

Sincerely,

Clint Adams

Adams Racing

719-680-4100

2.5 References (6)

Daniel Payne

719-641-6211

Apr 22, 2024

To whom it may concern,

My name is Daniel Payne, I have been a local racer in Southern Colorado for the last 30+ years and a driver at Honor Speedway. I am writing this letter to recommend that Alan Davis be granted a contract extension for the operation of Honor Speedway. Alan is trustworthy, honest, and continues to make Honor Speedway better every year. He has the best interest of the drivers, track, and the fans with every decision he makes. Alan is a man of great character and has put a lot of time and energy into this facility to make it the awesome racetrack that it is today. You could make a real argument that it is the best race track in the state and that is because of the year around work that Alan and his team have put into the facility. Please consider that before Alan started working on this racetrack it sat unused and vacant. And now with his continued dedication the track hosts 20 to 30 events a year. I believe it would be in the best interest of all parties involved to extend Alan Davis's contract to operate Honor Speedway. Thank you for your consideration.

2.5 References (7)

April 23, 2024

To whom it may concern:

Hello my name is Anthony J. Martinez, I am writing you today in support for Mr. Alan Davis who is currently in charge of racing Operations at Honor Speedway At PMI in Pueblo Colorado.

I am one of the racing regulars at Honor Speedway, and I would like to bring to your attention of the incredible job Mr. Davis has done at the track and helping keep racing alive in Southern Colorado. I know I speak for all of my racing colleagues as well when I say we hope Mr. Davis can continue to run the track in the future for not only the racers but also for the fans who love this sport. I myself have been coming to races in the Pueblo area since I was a young boy, now I am behind the wheel, and I am excited that I can be a part of this to put on a great show for the fans. Racing has been a favorite in Pueblo Colorado for many years and I hope to see it continue in the years to come.

Mr. Alan Davis is the main reason we get to do this and he has dedicated his time throughout the year to plan, coordinate, schedule and make sure everything is taken care of in a professional manner. Dirt track racing has become very popular all over the country and I hope to see it continue to grow in Pueblo as well. Mr. Davis is the right man for the job and I hope the City of Pueblo recognizes his efforts and will continue to allow him to continue to be in charge of racing operations in the future.

Thank you for your time

Sincerely,

Anthony J. Martinez #19

719-216-7152



2.5 References (8)

Southern Colorado Services & Recycling LLC

1731 N Erie Ave
Pueblo, CO 81001
719-542-6910

Melanie Forcum
Southern Colorado Services & Recycling LLC
1731 N Erie Ave, Pueblo, CO 81001
MelanieF@socorecycling.com
June 21, 2024

Ms. Heather Gramm
City Council
City of Pueblo
Pueblo, Colorado

Dear Ms. Gramm, and City Council

Subject: Recommendation for the Renewal of Lease for Colorado Outlaw Racing Association

I am writing to express our strong support for the renewal of the lease for Colorado Outlaw Racing Association in Pueblo, Colorado. As a dedicated stakeholder in our community, we firmly believe that maintaining and enhancing this valuable asset is crucial for the cultural and economic vitality of our region.

Colorado Outlaw Racing Association has played an integral role in our community for 6 ½ years, providing a unique venue for dirt track racing enthusiasts and spectators alike. The Speedway not only serves as a hub for motorsports enthusiasts but also contributes significantly to the local economy through tourism and related businesses.

Pueblo, Colorado, has a rich tradition in motorsports, and the presence of Honor Speedway adds to the diversity of recreational and entertainment opportunities available to residents and visitors. The Speedway's operations are professionally managed, ensuring a safe and enjoyable experience for all participants and attendees.

Renewing the lease for Colorado Outlaw Racing Association will not only sustain its current positive impact but also allow for further development and improvement of facilities, ensuring its long-term viability. The Speedway's commitment to environmental stewardship and community engagement is commendable, reflecting its dedication to being a responsible corporate citizen.

In conclusion, we urge the City of Pueblo to support the renewal of the lease for Colorado Outlaw Racing Association. The continued presence of this facility is essential for preserving our community's heritage in motorsports and enhancing our reputation as a destination for sports enthusiasts.

Thank you for considering our recommendation. Should you require any further information or clarification, please do not hesitate to contact me at 406-579-1115 or MelanieF@socorecycling.com.

Thank you
Melanie Forcum

2.6 Project Approach

A. The continued goals of the CRA is to provide valued competitive entertainment for the dirt track racing fans that have frequented the Oval Dirt Track facility that we have named Honor Speedway, maintain the facilities for quality racing for all of competitors and promote the dirt track racing I the southern Colorado region.

B. Alan Davis is the administrative manager of the CRA, keeping open the lines of communication between staff, the racers, the fans on a daily basis, communicating with IMCA on a regular basis regarding the Championship Point Standings, invoicing, and billing for the company. The CRA utilizes social media, print media, a website, and a local southern Colorado radio station (KIX 107.5) to promote the facility throughout the racing season.

1. The CRA has been operating the facility for the last 6 ½ years, and will continue to do so while the current contract is in place. Upon receiving a new contract, we will proceed to design the 2025 racing schedule, and a marketing plan for 2025 and beyond. There's several people, including myself, that spend numerous work hours during the week / weekend, providing maintenance, or working on various projects, emptying trash, painting, cleaning the grounds, repairing fencing, etc.

There are numerous projects / goals planned for the future --

- Pursuing funding to build a permanent bathroom facility in the grandstand area.
- Research, & appropriate funding to install an electronic scoring system.
- Building a bathroom in the ticket booth area (underneath the stairs).
- Sheet rocking the ticket booth & score booth walls.
- Add additional security fencing around the south side of the property.
- Continue the search for marketing partners, both locally, state wide, and nationwide.
- Even though we have our own YouTube channel, research the possibility of subscription "Live Streaming".
- Contact and negotiate with Sprint Car / Midget / Late Model sanctioning bodies to compete at Honor Speedway.
- Open additional lines of communication with community organizations, and charity groups to better develop community relations. In the past few seasons, we've held events to support Southern Colorado Care & Share.
- Research & appropriate funding for a pavilion / gazebo style unit, to provide shade while eating.

2. Proposed cost for services.

a. Total cost for services

i. Salaries – Current staff are all volunteers. There are no salaries. The ambulance company currently utilized is a contracted service. Their cost is \$ 200 per hour (approx. \$ 800.00 per event). The Security Group we use are all volunteers.

ii. Insurance – Motorsports Insurance is currently \$ 832 per event

iii. Equipment – current equipment being utilized to maintain the track and property is all loaned equipment from local businesses. Fuel / oil / hydraulic fluid is donated by a local business. Trash service provided by Waste Connections – cost \$ 149.00 per month. Port-A-Potties are currently being used for restroom facilities. Southern Colorado Services (Pueblo) is renting them to the CRA. Weekly maintenance cost is \$ 320 per week. Rise Broadband – wifi - \$ 109.50 month/

iv. Site improvements – A 6 foot tall chain link fence with entry gates was constructed in 2017 along the west property line, surrounding the west parking lot, to separate the property from Bill Dickey Dr., and unimproved areas – cost was over \$ 38,000. Additionally, various fences were installed to keep the public out of the oval track racing property line – combined cost was almost \$ 10,000. Replacement of garage door due to vandalism before 2017 – cost \$ 1300.00 Broken glass windows were replaced in the score booth – donated. Electric power was restored, and Black Hills Energy re-installed the electric meter. New windows were installed in the ticket booth - donated. Lights were replaced / installed in the ticket booth, score booth, and garage building areas - donated. Dilapidated wooden planks were removed and replaced in both of the grandstands – cost – just under \$ 5,000. Almost half of the safety fence surrounding the race track was restored, as 17 of the fence poles had been removed / stolen, and the fence fabric was re-hung – steel pole costs - \$4,000. An underground drain system was installed from the infield to the drainage ditch on the east side of the track to help with rainwater caused flooding – construction by K.W, Swerdfeger Construction – cost \$ 36,0000 plus. Paint for grandstands, race track safety wall, and tires -- \$ 450 per year.

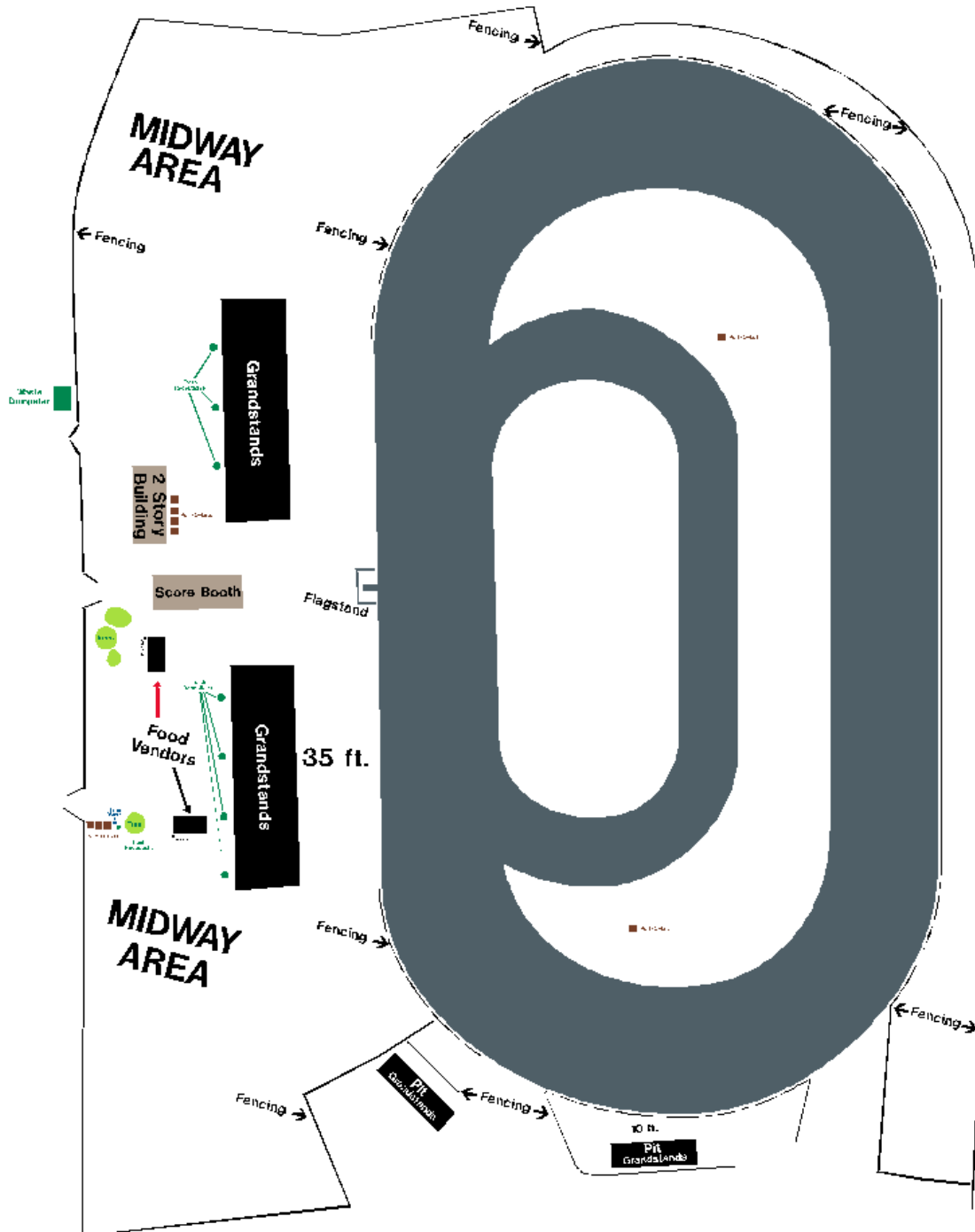
v. Companies & individuals performing volunteer services -- TNT Truck & Trailer Repair; Hanson Excavating; Parker Excavating; Individuals performing volunteer services – Brad Crytser (Tech. Director); Mark Quint (turn 2 flagman); Chase Quint (ATV); Jerry Deming (flagman); Brian Parks (ATV); Brian Huebner (Asst. Tech); Christin Huebner (ticket booth); Brooke (ticket booth); Liz Fletcher (scorekeeping); Dalton / Jacob (security); Chandler Vanlue (track maintenance); Rebecca Conduluci (photographer); Tracy Wright (track clown).

3. Our operation for a safe facility is provided for and maintained by a 2 person professional security staff, and additionally by all staff helping to watch / police / and maintain the entire facility during the racing program.

- a. The parking area is located on the west side of the property, west of the grandstands, surrounded by a security fence built by the CRA in 2017, by staff and volunteers.
- b. within site plan.
- c. The CRA has been maintaining the property for the last 6 ½ years, providing the mowing, trimming, dragging, and grading that is needed to provide a clean / sanitary environment for the race fans and the racers.

Honor Speedway

3933 N. Pueblo Blvd.



2.7 Compensation

The CRA proposes to pay the City of Pueblo \$ 12,000 per year (\$ 1,000 a month) for the Oval Dirt Track facility lease. These events currently encompass the track, grandstands, grandstand building, 2 story garage building, parking lot(s), and pit area. No other fees, facility or vendor fees will apply.

Once the actual race season has begun, remunerate the City of Pueblo \$ 1.00 per paid grandstand admission for adult / senior / military, and \$.50 per paid child (ages 3 - 12) for grandstand admissions.

3. Scope of Service & Project Requirements

3.1 Objective

CRA will continue to operate, manage and promote the Oval Dirt Track, continuing to be named Honor Speedway

3.2 Scope of Service

- a. CRA will develop a race schedule to host motorsports and assorted / associated events.
- b. Retain all grandstand admission, pit pass, registration fees, sponsorship monies, advertising fees and vendor revenue.
- c. Provide and maintain the required proper motorsports racing insurance with the City of Pueblo listed as additional insured. A copy of the motorsports insurance will be given to the City of Pueblo Parks Dept. to keep on file for their records.
- d. CRA will require, obtain, and keep on file, a copy of all required Health Dept. license(s), and a copy of each vendor's liability insurance certificate (including product liability) and provide a copy of all records to the City Parks office.
- e. If desired, acquire the appropriate liquor sales license, coordinate all liquor sales (only in the grandstand area) during racing events, and remit the appropriate City Sales Tax, as required.

3.3 Additional Project Requirements

Conservation Easement conditions and limitations will be followed as presented / detailed in Sample Lease Agreement.

3.4 Improvements

Upon termination of the Agreement any improvements of a permanent nature will become property of the City.

3.5 Term

This proposed agreement is expected to begin on January 1, 2025 for the term of five (5) years, with a two (2) year option.

4. Evaluation And Award

Reviewed, Confirmed and Accepted

5. Evaluation Criteria

Reviewed, Confirmed and Accepted

6. General Requirements & Information

Reviewed, confirmed and Accepted

7. VENDOR QUESTIONNAIRE

7.1. Confirmation of Offer and Understanding* By confirming below, the Proposer, having carefully read and considered the Request for Proposal (RFP) for the above referenced project, does hereby offer to provide such goods and services on behalf of the City in the manner described and subject to the terms and conditions set forth in the attached RFP. All goods and services shall be provided at the rates set forth in submitted proposal or as negotiated by all involved parties. Proposer acknowledges that the company is qualified to provide these types of goods and services. At any time during the selection and award process, the City may request information substantiating the indicated requirements. Failure to provide this information may result in a proposal being declared non responsive. Proposer acknowledges and accepts that all components of and responses to this RFP will be included and become a part of the final agreement by reference. By confirming below, the Proposer further states that this Proposal is made in good faith and that the prices offered were independently developed and are not founded on, or in consequence of, any collusion, agreement or understanding between themselves or any other interested party. By confirming below, Proposer certifies that they are an officer or duly

authorized agent of the Proposer's company with full power and authority to submit binding offers for the goods or services as specified.

X Please confirm

*Response required

7.2. Name, Title, and Contact Information* Please provide the name, title, and contact information (including phone number and email address) for the person providing the Confirmation of Offer and Understanding.
Alan Davis Race Director Colo. Outlaw Racing Assoc. 18245 State Highway 94 Colo. Springs, CO 80930 (179)683-5638
adavis_11@yahoo.com

*Response required

7.3. Proposal*

Please upload your proposal in response to this RFP. The proposal should mirror the PROPOSAL FORMAT AND REQUIRED RESPONSES section of the Request for Proposal and must include all the items set forth in this section of the RFP.

Agreed - uploaded

*Response required

7.4. Specifications/Agreement Exceptions

7.4.1. SPECIFICATION/AGREEMENT EXCEPTIONS * In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications. It should not be the responsibility of the City to ferret out information concerning the materials, which you intend to furnish. 19 Request For Proposal #24-099 Title: Operation, Management, and Promotion of the Oval Dirt Track at the Honor Farm Park and Open Space Property

☐ I DO NOT meet the specifications as listed in this RFP

X I DO meet specifications

*Response required

7.4.2. List Exceptions (if any) to Specifications and Agreement* If you selected "I DO NOT meet..." to the question above, please list your exceptions to the specifications and/or form of agreement in the space below. For exceptions to the form of agreement, list section number with proposed revision. If you selected "I DO meet specifications" to the question above, please enter "None" in the space below. Note: Proposals for goods and/or services not meeting specifications may be considered by the City; however, all deviations must be listed.

None

*Response required

7.5. Has/is this firm or any officer or partner of this firm:

7.5.1. Convicted of a criminal offense* Been convicted of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract?

☐ Yes X No

*Response required

7.5.2. Convicted under state or federal statutes* Been convicted under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or honesty which directly affects responsibility as a City contractor?

☐ Yes X No

*Response required

7.5.3. Convicted under state or federal antitrust statutes* Been convicted under state or federal antitrust statutes arising out of the submission of bids or proposals?

☐ Yes ☒ No

*Response required

7.5.4. Failed to perform* Failed to perform or unsatisfactorily performed in accordance with the terms of one (1) or more contracts with public or private entities within the previous five (5) years? 20 Request For Proposal #24-099 Title: Operation, Management, and Promotion of the Oval Dirt Track at the Honor Farm Park and Open Space Property

☐ Yes ☒ No

*Response required

7.5.5. Suspension or Debarment* Currently under suspension or debarment by the City or any other governmental entity which is based upon a settlement agreement or a final administrative or judicial determination issued by a federal, state, or local governmental entity?

☐ Yes ☒ No

*Response required

7.5.6. Unqualified* Unqualified or financially unable to timely perform the work?

☐ Yes ☒ No

*Response required

7.5.7. Unlicensed * Unlicensed or unable to be duly licensed to perform the work on the date of the contract award?

☐ Yes ☒ No

*Response required

7.5.8. Delinquent* Delinquent in making payment of any City taxes for which the tax liability has been finally determined and no further right of appeal exists?

☐ Yes ☒ No

*Response required

7.5.9. Confirmation * By acknowledging and confirming below Proposer affirms that all answers to the above questions are true and binding. If the City finds verifiable information from another source that conflicts with the responses provided, Proposer's submittal will be rejected. Please confirm your acknowledgment of the above statement and questions.

X Please confirm

*Response required

Respectfully submitted this day, August 30, 2024.



Alan Davis
Colorado Outlaw Racing Assoc.
719-683-5638 (wk)
719-337-4295 (cell)

Colo. Outlaw Racing Assoc.~~ 18245 State Hwy. 94 ~~ Colo. Springs, CO 80930~~ (719) 683-5638

CERTIFICATE OF INSURANCE

(To be added after Agreement is executed by both parties, per Section 12)

Page 359 of 429

1390542 07/02/2001 01:33P EASE Chris C. Munoz
1 of 18 R 90.00 D 0.00 Pueblo Cty Clerk & Rec

DEED OF CONSERVATION EASEMENT HONOR FARM OPEN SPACE & PARK PARCELS CITY OF PUEBLO

THIS DEED OF CONSERVATION EASEMENT is granted on this 29th day of June, 2001 by the CITY OF PUEBLO, a municipal corporation, existing under the laws of the State of Colorado, having an address at 1 City Hall Place, Pueblo, CO 81003 ("Grantor") to the STATE OF COLORADO, acting by and through the Department of Natural Resources, for the use and benefit of the Colorado Division of Parks and Outdoor Recreation, having a mailing address of 1313 Sherman Street, Room 618, Denver, CO 80203 ("Grantee"), for the purpose of forever conserving the open space, park and recreation character of the subject property.

RECITALS:

A. Grantor is the sole owner in fee simple of certain real property in Pueblo County, Colorado consisting of 2,353 acres of land described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. The Property presently contains substantially undeveloped natural areas and as such possesses natural, wildlife habitat, scenic, open space, and park values ("Conservation Values") that are important to the Grantor, the people of the City of Pueblo, and the State of Colorado, and are worthy of preservation. The City of Pueblo leased the property from June 26, 1974 until the Property was acquired from the State of Colorado. In addition the State of Colorado has previously granted easements for roads, overhead utility lines and a power transmission station on the property that have visually impacted the general conservation values of the site.

C. The Property is centrally located between the City of Pueblo and the Pueblo West Metropolitan District and will provide an open space buffer and future park site that will meet recreation needs of the City of Pueblo. This Property, in combination with the 1,900 acres to the south owned by the State of Colorado creates a 4,253 acre open space buffer between the City of Pueblo and the Pueblo West Metropolitan District. The Property contains a relatively undisturbed short grass prairie habitat, arroyos, public recreation, and a generally undisturbed buffer to Lake Pueblo State Park.

D. The specific Conservation, Open Space, Park and Recreation Values and other characteristics of the Property are documented in an inventory of relevant features of the Property, dated June 29, 2001, entitled "Conservation Easement Baseline Inventory: Honor Farm Open Space & Park Parcels" and incorporated by this reference ("Baseline Documentation Report"), which consists of reports, maps, photographs, and other documentation. Both Grantor and Grantee acknowledge the Baseline Documentation Report to be complete and accurate as of the date of this Deed. A copy of the Baseline Documentation Report is on file with both the Grantor and Grantee. The Baseline Documentation is intended to serve as an objective information baseline for monitoring compliance with the terms of this easement.

E. Grantor intends that the Conservation, Open Space, Park and Recreation Values of the Property be preserved and maintained by the continuation of land use patterns, including, without limitation, those relating to park and open space areas, and both indoor and outdoor public recreation facilities.

F. Grantee is qualified to hold conservation easements pursuant to Section 38-30.5-104(2), C.R.S., and as certified by a motion of its Board, at its May 25, 2001, meeting, accepts the responsibility of enforcing the terms of this Easement and upholding its conservation purposes forever.

G. Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation, Open Space, Park and Recreation Values of the Property for the benefit of this generation and generations to come.

NOW, THEREFORE, in consideration of the above and of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Colorado, and in particular C.R.S. §§ 38-30.5-101, et. seq., Grantor hereby voluntarily grants, bargains, sells, and QUITCLAIMS to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. Purpose.

It is the purpose of this Easement to assure that the Property will be maintained forever in an open space and/or park condition and to prevent any use of the Property that will significantly impair or interfere with the Open Space, Park and Recreation Values of the Property. Grantor intends this Easement will confine the use of the Property to such activities, including without limitation, those involving open space, parks, public recreation and indoor and outdoor public recreation facilities and buildings, continuance of the historical operations of the Pueblo Motorsports, Inc. area, the extension of roadways between Pueblo West and the City of Pueblo, and the extension of roadways that provide access to recreation facilities and associated parking areas subject to the uses of the Property permitted hereunder.

2. Rights Conveyed.

To accomplish the purpose of this Easement the following rights are conveyed to Grantee:

- a) To preserve and protect the Conservation, Open Space, Park and Recreation Values of the Property;
- b) To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and
- c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

Consistent Uses.

The following uses and practices by Grantor, though not an exhaustive recital, are consistent with the Easement, so long as (i) notice is given pursuant to Paragraphs 6 and 21 below, if appropriate,

and (ii) all such uses and practices are carried out in a manner consistent with the Management Plan, as periodically amended, as defined below:

- a) Recreation Uses. Members of the general public may utilize the Property for any and all types of indoor and outdoor recreational uses deemed appropriate by Grantor, including but not limited to, hiking, bicycling on existing trails and roads, nature studies, picnicking, model airplane activities and motorized uses on designated courses, roadways and trails. To facilitate these uses, Grantor may use, build, develop, construct, maintain, replace, and repair the following:
 1. Golf Courses.
 2. Landscaped Turfgrass Areas.
 3. Lakes & Ponds.
 4. Regional Sports Complexes.
 5. Campgrounds.
 6. Picnic Areas.
 7. Swimming Facilities/Water Parks.
 8. Recreation Center Facilities.
 9. Outdoor Amphitheaters.
 10. Outdoor Courts.
 11. Wheel Parks. Non-motorized uses including, but not limited to, skateboards, inline skates, and bicycles.
 12. Residential Caretaker Housing.
 13. Parking Areas.
 14. The Pueblo Motorsports Park. Grantor may continue the historical uses, events, and activities of the Pueblo Motorsports Park, Inc. which is currently located on the Property. The Pueblo Motorsports Park, Inc. facilities presently encompass approximately 800 acres of the Property and are used for the purpose of recreational motorsports activities.
- b) Recreation Access Roads. Grantor may construct such roads as may be necessary or desirable to gain access to public recreation facilities. The exact location of said roadways shall be selected by Grantor, at which time Grantor must provide Grantee with an exact legal description of such roadways. The general locations of future public roads are depicted in the Management Plan.
- c) Main Arterial Roads. To construct a maximum of two roads as may be necessary or desirable to gain access from Pueblo West Metropolitan District to Pueblo Boulevard under the terms and

conditions contained herein. The exact location of said roadways shall be selected by Grantor, at which time Grantor must provide Grantee with an exact legal description of such roadways. The general locations of the future roads connecting the Pueblo West area to Pueblo Boulevard are depicted in the Management Plan.

- d) Trails. Members of the general public may utilize trails on the Property for recreation uses deemed appropriate by Grantor.
- e) Signage. Signs may be erected by Grantor on the Property to identify the Property to the general public and notify the public of rules, regulations, and where specific uses are allowed on the Property.
- f) Fencing. Existing fences may be repaired, replaced or removed, and new fences may be built on the Property for public safety, property boundary marking, recreation facility improvements, and natural resource protection purposes.
- g) Underground Utilities. To construct and maintain underground utilities within and across the Property deemed appropriate by Grantor including but not limited to water, sanitary sewer, storm water, electrical, cable television and communication lines. The area disturbed by the installation of the utility shall be restored and revegetated to a condition that is reasonably comparable to the previous condition of the Property.
- h) Public Use. Public use and access to the Property shall be limited and subject to rules and regulations adopted by Grantor.
- i) Existing Easements. Any use or activity permitted or authorized pursuant to easements and rights-of-way existing or granted prior to the date of this Easement are and will continue to be permitted uses and activities.

3. Prohibited Uses.

Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses area expressly prohibited:

- a) Construction of Buildings and Other Structures. The construction of any building or other structure is prohibited, except for those structures described in paragraph 3 above.
- b) Removal of Vegetation. It is the intent of this Easement that the vegetation within the open space/natural areas on the Property remains in a substantially natural condition. However, trees and shrubs may be cut to control insects and disease, to control invasive non-native species, to promote habitat and tree and shrub growth, and to prevent personal injury and property damage. In addition, vegetation may be removed within areas developed for public recreation facilities and roads as described in paragraph 3 above.
- c) Noxious Weeds. The infestation of noxious weeds on the Property is prohibited. For the purposes of this Easement noxious weeds are defined as those weeds designated pursuant to

- d) Storage of Trash or Other Materials. The dumping or uncontained accumulation of any kind of trash or refuse on the Property, in addition to the trash and refuse identified in the Baseline Inventory Report, is prohibited, not including those trash bins associated with areas developed for public recreation facilities as described in paragraph 3 above.
- e) Mining. The mining or extracting of soil, sand, gravel, rock, oil, natural gas, coal, fuel or any other mineral substance is prohibited.
- f) Roads, Paving. Except for those roads allowed pursuant to Paragraph 3 above, no new roads shall be constructed on the Property.
- g) Commercial Uses. Commercial uses shall not be allowed on the Property, except those uses that are provided as a service to the public recreation facilities, events, and activities described in paragraph 3 above. Commercial uses such as concession stands, pro shops, and gift shops associated with developed recreation facilities described in paragraph 3 above are allowed. Commercial uses such as hotels and lodging facilities, convenience stores, retail and grocery stores, hospitals and care centers shall not be allowed on the Property.
- h) Residential Development. Residential housing units, townhomes, apartments, or other private or public housing developments, except for caretaker and dormitory facilities described in paragraph 3 above, are prohibited.
- i) Above Ground Utility Easements. Above ground public or private utilities including but not limited to electrical transmission lines, antennas, radio and television telecommunication towers shall not be allowed on the Property, except existing and future improvements allowed within pre-existing utility easements, and utility boxes and equipment cabinets, no greater than four feet in height and 36 square feet of gross floor area, deemed appropriate by Grantor that serve or benefit park and recreation facilities.
- j) Public Motorized Use. Motorized use by the public on the Property, except on designated roads and trails, is prohibited. This clause does not limit the right of Grantor and the Grantee to use motorized vehicles on the Property for management and emergency purposes.
- k) Other Motorized Use. Within the limits of the Grantor's authority, Grantor shall not authorize motorized access by adjacent private property owners across the Property to access their properties.

5. Land Management Plan.

The property shall be operated and managed in accordance with a land management plan prepared by Grantor (the "Management Plan"), which shall conform to the provisions of this Easement. The parties hereto acknowledge that by mutual agreement a Management Plan titled "Honor Farm Open Space and Park Parcels Management Plan", will be completed and approved by the City of Pueblo City Council on or before October 1, 2001. The Management Plan shall be updated no less frequently than every five years. Grantor shall notify Grantee prior to undertaking any amendments, revisions, or updates to the Management Plan. Grantor shall provide Grantee with copies of any proposed changes to

the Management Plan. Grantor shall also provide Grantee a final draft version of any proposed changes to the Management Plan prior to formal adoption by Grantor. The purpose of such notifications is to afford Grantee the opportunity to ensure the proposed changes to the Management Plan conform with the provisions of this Easement. Grantee shall provide written comments to Grantor within thirty (30) days after it has reviewed the proposed changes to the Management Plan. These comments should reflect Grantee's opinion as to the conformity of the proposed changes to the provisions of this Easement. Grantee's failure to provide written comments to Grantor within thirty (30) days after receipt of any proposed change to the Management Plan shall constitute Grantee's acceptance and consent thereto.

6. Notice of Intention to Undertake Certain Permitted Actions.

Grantor shall notify Grantee prior to undertaking construction on the Property of any roads, buildings, or other facilities. The purpose of requiring Grantor to notify Grantee prior to undertaking construction activities is to afford Grantee an opportunity to review so that the activities in question are designed and carried out in a manner consistent with the purpose of this Easement. Whenever notice is required, Grantor shall notify Grantee in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement. Grantee's failure to provide written comments to Grantor within thirty (30) days after receipt of any proposed construction on the Property shall constitute Grantee's acceptance and consent thereto.

7. Responsibilities of Grantor and Grantee Not Affected.

Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any existing obligation of Grantor as owner of the Property. Among other things, Grantor shall continue to be solely responsible for the upkeep and maintenance of Property, to the extent it may be required by law. Grantee shall have no obligation for the upkeep or maintenance of the Property.

8. Enforcement.

Grantee shall have the right to prevent and correct or require correction of violations of the terms and purposes of this Easement. With reasonable advance notice to Grantor, Grantee may enter the Property for the purpose of inspecting for violations. If Grantee finds what it believes is a violation, Grantee shall immediately notify Grantor in writing of the nature of the alleged violation. Upon receipt of this written notice, Grantor shall either (a) restore the Property to its condition prior to the violation or (b) provide a written explanation to Grantee of the reason why the alleged violation should be permitted. If the condition described in clause (b) above occurs, both parties agree to meet as soon as possible to resolve this difference. When, in Grantee's opinion, an ongoing or imminent violation could irreversibly diminish or impair the Conservation Values of the Property, Grantee may, at its discretion, take appropriate legal action. Grantor shall discontinue any activity which could increase or expand the alleged violation during the informal discussion process. Should informal discussions fail to resolve the dispute, Grantee may, at its discretion, take appropriate legal action. If a court with jurisdiction determines that a violation which could irreversibly diminish or impair the Conservation Values of the Property is imminent, exists, or has occurred, Grantee may get an injunction to stop it, temporarily or permanently. A court may also issue an injunction to require Grantor to restore the Property to its condition prior to any such violation.

9. Grantee's Discretion

Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

10. Waiver of Certain Defenses.

Grantor hereby waives any defense of laches, estoppel, or prescription provided any action to enforce a violation of this Easement must be brought within six (6) years from the date of such violation.

11. Acts Beyond Grantor's Control.

Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Conservation Values of the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, vandalism, acts of God or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property or the public resulting from such causes.

12. Costs and Liabilities.

As to Grantee, Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage, and the cost of controlling noxious weeds. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

13. Taxes.

Grantor shall pay before delinquency any and all real property taxes, assessments, fees, and charges of whatever description lawfully levied on or assessed against the Property by competent authority (collectively "taxes"), including any such taxes imposed upon or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

14. Hold Harmless.

To the extent authorized by law, Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney's fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence of any of the Indemnified Parties; and (2) the presence or release of hazardous or toxic substances on, under or about the Property occurring on or after the date

of this Easement. For the purpose of this paragraph, hazardous or toxic substances shall mean any hazardous or toxic substance which is regulated under any federal, state or local law.

15. Reconfiguration of Easement.

Portions of the Property may be deleted from this Easement at the request of the Grantor provided that property equal or greater in monetary value than said deleted property subject to this Easement is simultaneously brought into and burdened by this Easement as replacement for the deleted property. Such replacement property must be located within the NW¼ SECTION 15-T20S-R65W west of Pueblo Boulevard; SE¼ SECTION 17- T20S-R65W; SECTION 20-T20S-R65W; W½/NW¼ SECTION 21-T20S-R65W. The areas of Grantor's property that may be deleted from the Easement subject to the above provisions, along with the private lands that must be incorporated into the Easement as replacement, are depicted in Exhibit B, Reconfiguration Map. Any reconfiguration of the Easement shall require the filing of an amended Deed of Conservation Easement in the Office of the Clerk and Recorder of Pueblo County. Such amendment shall be done in conformance with the requirements of paragraph 23 J. below.

16. Change in Circumstances.

The fact that any use of the Property that is expressly prohibited by this Easement, or any other use as determined to be inconsistent with the purpose of this Easement, may become greatly more economically valuable than permitted uses, or that neighboring properties may in the future be put entirely to uses that are not permitted hereunder, has been considered by Grantor in granting this Easement. It is Grantor's belief that any such changes will increase the benefit to the public of the continuation of this Easement, and it is the intent of both Grantor and Grantee that any such changes should not be assumed to be circumstances justifying the extinguishment or termination of this Easement.

17. Division of Proceeds Between the Grantor and Grantee.

The rights of Grantee created by this Easement constitute a real property interest vested in Grantee. In the event of condemnation of the Property or extinguishment of the Easement, the values of Grantee's and Grantor's interests in the Property shall be computed as follows:

- a) If all or any portion of the Property is being sought by an entity that has the power of condemnation, the fair market value of the Property unencumbered by this Easement minus any increase in value after the date of this Easement attributable to improvements shall be determined by the court in the condemnation proceeding, or by the agreement of Grantor, Grantee, and the condemning entity.
- b) If all or any portion of the Easement is being extinguished, the fair market value of the Property unencumbered by this Easement minus any increase in value after the date of this Easement attributable to improvements shall be determined by the agreement of Grantor and Grantee, but if the parties cannot agree, by an appraisal completed by a mutually acceptable licensed appraiser.
- c) Once the fair market value of the Property as if unencumbered by this Easement has been established pursuant to the above, the value of Grantor's and Grantee's respective interests in the Property shall be a percent of the fair market value of the Property as if unencumbered by this Easement as follows:



1390542 07/02/2001 01:33P EASE Chris C. Munoz
9 of 18 R 90.00 D 0.00 Pueblo Cty Clerk & Rec

- j) Grantor's interest shall be thirty percent (30%), minus an increase in value after the date of this Easement attributable to improvements.
- ii) Grantee's interest shall be seventy percent (70%).

18. Condemnation. If the Property is taken, in whole or in part, by exercise of the power of eminent domain, or if the Easement is extinguished or terminated and the Property is subsequently sold or exchanged, Grantee shall be entitled to compensation for the value of their respective interests, in accordance with applicable law, as determined pursuant to paragraph 17 above.

19. Assignment.

This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is authorized to acquire and hold conservation easements under Colorado law. As a condition of such transfer, the deed or any other legal instrument by which Grantee transfers its rights and obligations herein shall require that the conservation purposes that this Easement is intended to advance continue to be carried out. In no event shall this requirement be interpreted to obligate Grantee to guarantee or assure that the transferee meet Grantee's obligations as stated in this Easement. Any transfer allowed herein shall release Grantee from all liability pursuant to this Easement arising after such transfer.

20. Subsequent Transfers

Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least sixty (60) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

In the event the Property is transferred to an entity or person whose property is not exempt from taxation, the transferee as subsequent owner shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

21. Notices.

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To the Grantor:

City of Pueblo Planning & Development Department
211 East D Street
Pueblo, CO 81003

City Manager
1 City Hall Place
Pueblo, CO 81003


1390542 07/02/2001 01:33P EASE Chris C. Munoz
10 of 18 R 90.00 D 0.00 Pueblo Cty Clerk & Rec

To the Grantee:

Colorado Division of Parks and Outdoor Recreation
1313 Sherman Street, Room 618
Denver, CO 80203
Attn: Real Estate Section

Lake Pueblo State Park
640 Pueblo Reservoir Road
Pueblo, CO 81005
Attn: Park Manager

or to such address as either party from time to time shall designate by written notice to the other.

22. Recordation.

Grantor shall record this instrument in timely fashion in the official records of Pueblo County, and Grantee may re-record it at any time as may be required to preserve its rights in this Easement.

23. General Provisions.

A. Controlling Law.

The interpretation and performance of this Easement shall be governed by the laws of the State of Colorado.

B. Liberal Construction.

Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of C.R.S. §§ 38-30.5-101. Et seq. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability.

If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

D. Entire Agreement.

This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

E. No Forfeiture.

Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

F. Successors.

The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

G. Termination of Rights and Obligations.

A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

H. Captions.

The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

I. Amendment.

If the circumstances arise under which an amendment to or modification of this instrument would be appropriate, Grantor and Grantee are free to jointly amend this instrument; provided that no amendment shall be allowed that will affect the qualifications of this instrument under any applicable laws. Any amendment must be consistent with the conservation purposes of this instrument and may not affect its perpetual duration. Any amendment must be in writing, signed by both parties, and recorded in the records of the Pueblo County Clerk & Recorder.

J. Termination of the Division of Parks and Outdoor Recreation.

In the event the Colorado Division of Parks and Outdoor Recreation is terminated or merged into another entity, the rights and obligations of the Colorado Division of Parks and Outdoor Recreation hereunder shall be assigned to and assumed by such other entity as provided by law, but in the absence of such direction, by the Colorado Department of Natural Resources or its successor.

K. *Governmental Immunity.*

1390542 07/02/2001 01:33P EASE Chris C. Munoz
12 of 18 R 90.00 D 0.00 Pueblo Cty Clerk & Rec

Grantor and Grantee ~~does~~ not intend to waive by any provision of this Easement the monetary limitation or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended or any other law, either statutory or common law.

L. *Venue.*

Pueblo, County, Colorado shall be the only appropriate venue for any action or dispute arising from this Easement.

N. *Third Parties.*

This Easement does not, and shall not be deemed to confer upon any third party any right to claim damages or to bring suit, or other proceeding against either party because of any term contained herein.

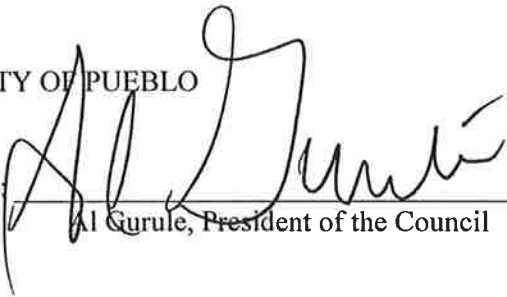
24. **Acceptance.**

Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Deed of Conservation Easement.

TO HAVE AND TO HOLD, this Deed of Conservation Easement unto Grantee, its successors and assigns, forever.

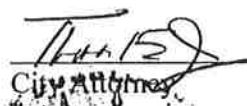
IN WITNESS WHEREOF, Grantor and Grantee, intending to legally bind themselves, have set their hands on the date first written above.

CITY OF PUEBLO

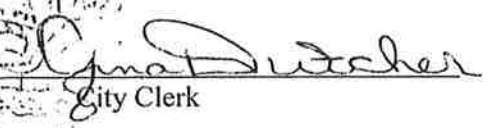
By: 

Al Gurule, President of the Council

APPROVED AS TO FORM:


City Attorney

TEST

By: 

Gina Dutcher
City Clerk

STATE OF COLORADO)
)
County of Pueblo)

1390542 07/02/2001 01:33P EASE Chris C. Munoz
13 of 18 R 90.00 D 0.00 Pueblo Cty Clerk & Rec

The foregoing instrument was acknowledged before me this 29th day of
June, 2001, by Al Gurule.

My commission expires June 26, 2003. Witness my hand and official seal.



[Signature]
Notary Public

ACCEPTED:

STATE OF COLORADO
COLORADO DIVISION OF PARKS AND
OUTDOOR RECREATION

By: [Signature]
Tom Kenyon, Acting Director

STATE OF COLORADO)
)
County of Pueblo)

The foregoing instrument was acknowledged before me this 29th day of
June, 2001, by Tom Kenyon, Acting Director.

My commission expires My Commission Expires March 19, 2003. Witness my hand and official seal.



[Signature]
Notary Public

EXHIBIT A

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN SECTION 16, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 16; THENCE S89°41'01"W ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16, A DISTANCE OF 400.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION:

1. THENCE S89°41'01"W CONTINUING ALONG SAID SOUTH LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 2236.23 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 16;
2. THENCE S89°41'03"W ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16, A DISTANCE OF 2635.71 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 16;
3. THENCE N01°22'16"W ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16, A DISTANCE OF 2636.63 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 16;
4. THENCE N89°45'31"E ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 16, A DISTANCE OF 1973.66 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST QUARTER OF SAID SECTION 16;
5. THENCE N01°23'24"W ALONG SAID WEST LINE, A DISTANCE OF 2652.24 FEET TO THE NORTH LINE OF SAID SECTION 16;
6. THENCE S89°57'17"E ALONG SAID NORTH LINE, A DISTANCE OF 99.23 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND AS RECORDED IN BOOK 1501 AT PAGE 57 OF THE RECORDS OF SAID PUEBLO COUNTY;

THE FOLLOWING TWO (2) COURSES FOLLOW THE WESTERLY AND SOUTHERLY BOUNDARY OF SAID TRACT RECORDED IN BOOK 1501 AT PAGE 57:

7. THENCE S00°02'43"W A DISTANCE OF 50.00 FEET;
8. THENCE S89°57'17"E A DISTANCE OF 229.83 FEET TO A POINT ON THE SOUTHERLY LINE OF PARCEL NO. 239 RECORDED IN BOOK 1853 AT PAGE 624 OF THE RECORDS OF SAID PUEBLO COUNTY;

THE FOLLOWING FIVE (5) COURSES FOLLOW SAID SOUTHERLY LINE OF PARCEL NO. 239 RECORDED IN BOOK 1853 AT PAGE 624:

9. THENCE S71°15'05"E A DISTANCE OF 230.71 FEET;
10. THENCE S71°44'35"E A DISTANCE OF 869.20 FEET TO A NON-TANGENT CURVE TO THE LEFT;
11. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 11634.20 FEET, A DELTA ANGLE OF 04°23'28", AN ARC LENGTH OF 891.62 FEET, WHOSE LONG CHORD BEARS S77°44'05"E A DISTANCE OF 891.40 FEET;
12. THENCE S81°07'05"E A DISTANCE OF 722.00 FEET;
13. THENCE S61°42'05"E A DISTANCE OF 386.20 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16;
14. THENCE S01°35'42"E ALONG SAID EAST LINE, A DISTANCE OF 867.26 FEET TO THE MOST NORTHERLY POINT OF PARCEL NO. 39 RECORDED IN BOOK 1853 AT PAGE 624 OF THE RECORDS OF SAID PUEBLO COUNTY;

THE FOLLOWING THREE (3) COURSES FOLLOW THE WESTERLY LINE OF SAID PARCEL NO. 39 RECORDED IN BOOK 1853 AT PAGE 624:

15. THENCE S16°24'33"W A DISTANCE OF 358.50 FEET;
16. THENCE S09°48'33"W A DISTANCE OF 1138.60 FEET;

17. THENCE S00°01'03"W A DISTANCE OF 2055.36 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.
THE ABOVE TRACT OF LAND CONTAINS 461.53 ACRES, MORE OR LESS.

AND:
THE SW 1/4 OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO.

AND:
THE S 1/2 OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO.

AND:
THE N 1/2; THE N 1/2 OF THE SW 1/4; THE N 1/2 OF THE SE 1/4; AND THE SE 1/4 OF THE SE 1/4, ALL IN SECTION 19, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO.

AND:
THE NW 1/4; THE N 1/2 OF THE NE 1/4; THE SE 1/4 OF THE NE 1/4; THE E 1/2 OF THE SE 1/4; AND THE SW 1/4 OF THE SE 1/4, ALL IN SECTION 20, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO.

AND:
THE NW 1/4; THE SW 1/4 OF THE NE 1/4; THE E 1/2 OF THE SW 1/4; THE SW 1/4 OF THE SE 1/4, ALL IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, ALONG WITH A TRACT OF LAND LOCATED IN THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 21, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 21; THENCE S89°18'06"W ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 400.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION:

1. THENCE S89°18'06"W CONTINUING ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 915.83 FEET TO THE SOUTHWEST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 21;
2. THENCE N00°34'49"W ALONG THE WEST LINE OF SAID SE 1/4 OF THE SE 1/4, A DISTANCE OF 1319.07 FEET TO THE NORTHWEST CORNER OF SAID SE 1/4 OF THE SE 1/4;
3. THENCE N89°21'02"E ALONG THE NORTH LINE OF SAID SE 1/4 OF THE SE 1/4, A DISTANCE OF 966.33 FEET TO THE NORTHWEST CORNER OF PARCEL NO. 35 RECORDED IN BOOK 1853 AT PAGE 624 OF THE RECORDS OF SAID PUEBLO COUNTY;
4. THENCE S01°36'49"W ALONG THE WEST LINE OF SAID PARCEL NO. 35 RECORDED IN BOOK 1853 AT PAGE 624, A DISTANCE OF 1319.32 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL CONTAINS 28.49 ACRES, MORE OR LESS.

AND:
A TRACT OF LAND LOCATED IN THE N 1/2 OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE S89°18'06"W ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 400.00 FEET TO A POINT ON THE WEST LINE OF PARCEL NO. 35 RECORDED IN BOOK 1853

AT PAGE 624 OF THE RECORDS OF SAID PUEBLO COUNTY, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION:

1. THENCE S03°46'43"E ALONG THE WEST LINE OF SAID PARCEL NO. 35 AS RECORDED IN BOOK 1853 AT PAGE 624, A DISTANCE OF 1741.94 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE RELOCATED DENVER AND RIO GRANDE WESTERN RAILROAD CO. AS RECORDED IN BOOK 2121 AT PAGE 698 OF THE RECORDS OF SAID PUEBLO COUNTY, SAID POINT BEING ON A NON-TANGENT CURVE TO THE LEFT;

THE FOLLOWING SIX (6) COURSES FOLLOW SAID NORTHERLY RIGHT-OF-WAY LINE OF THE RIO GRANDE WESTERN RAILROAD CO. AS RECORDED IN BOOK 2121 AT PAGE 698:

2. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 3364.17 FEET, A DELTA ANGLE OF 42°27'56", AN ARC LENGTH OF 2493.40 FEET, WHOSE LONG CHORD BEARS S89°32'10"W A DISTANCE OF 2436.72 FEET;
3. THENCE S67°48'08"W A DISTANCE OF 517.08 FEET TO A NON-TANGENT CURVE TO THE LEFT;
4. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 3399.17 FEET, A DELTA ANGLE OF 11°08'42", AN ARC LENGTH OF 661.20 FEET, WHOSE LONG CHORD BEARS S53°58'57"W A DISTANCE OF 660.16 FEET;
5. THENCE S47°40'58"W A DISTANCE OF 102.87 FEET;
6. THENCE S46°48'23"W A DISTANCE OF 100.97 FEET;
7. THENCE S46°38'57"W A DISTANCE OF 89.75 FEET;

8. THENCE N01°14'08"W A DISTANCE OF 2498.28 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28;
9. THENCE N89°18'40"E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 1371.97 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 28;
10. THENCE N89°18'06"E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 2231.66 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 145.29 ACRES, MORE OR LESS.

BASIS OF BEARINGS FOR THESE DESCRIPTIONS IS THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M., WHICH IS ASSUMED TO BEAR N01°14'08"W, FROM THE WEST QUARTER CORNER OF SAID SECTION 28 (A 3 1/4" BLM BRASS CAP), TO THE NORTHWEST CORNER OF SAID SECTION 28 (A 3 1/4" BLM BRASS CAP).

THE FOREGOING DESCRIPTION WAS PREPARED BY:

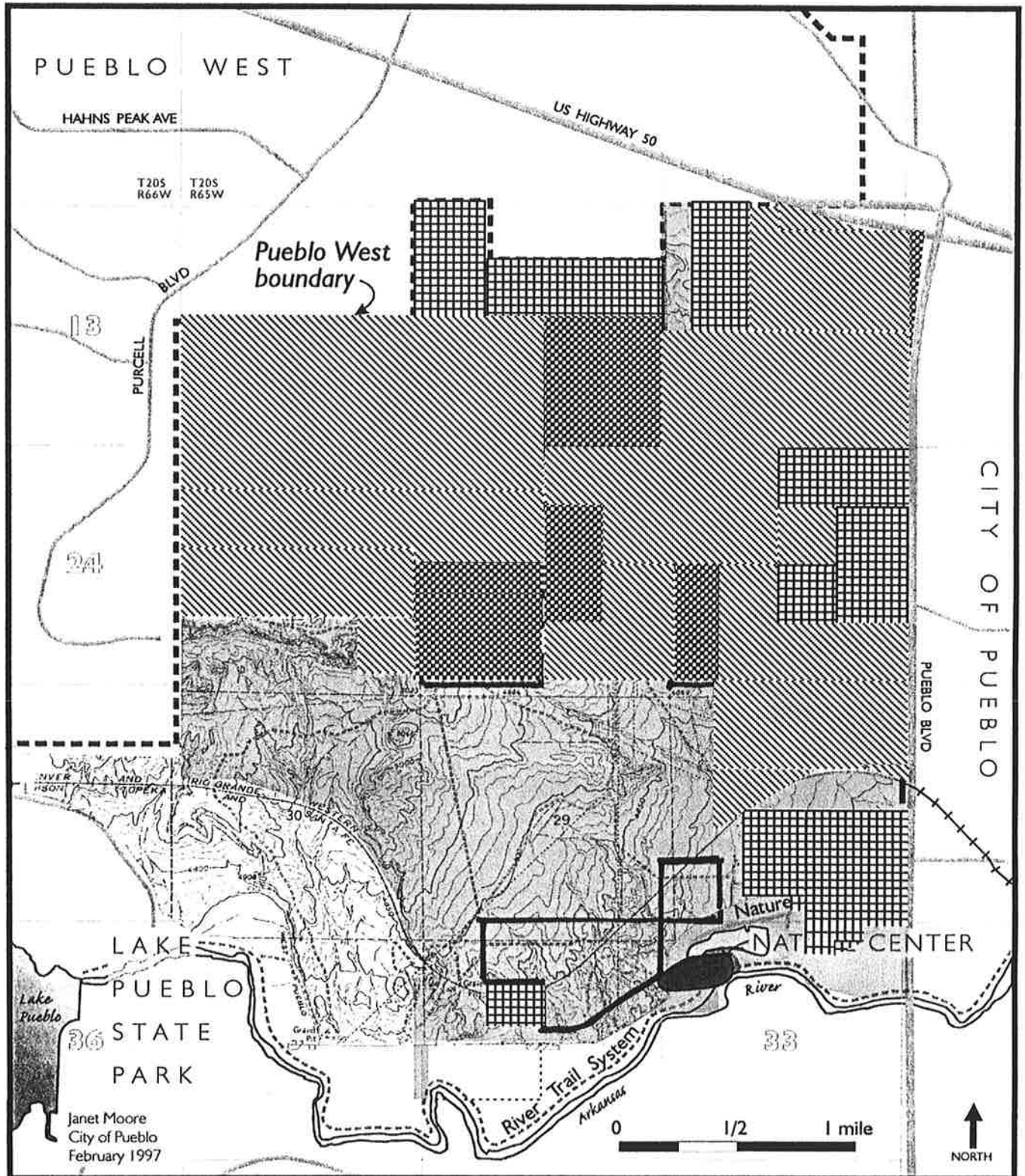
RAYMOND JOSEPH PECHEK PLS 24964
FOR AND ON BEHALF OF URS
9960 FEDERAL DRIVE, SUITE 300
COLORADO SPRINGS, COLORADO 80921
(719) 531-0001
JUNE 18, 2001

1390542 07/02/2001 01:33P EASE Chris C. Munoz
16 of 18 R 90.00 D 0.00 Pueblo Cty Clerk & Rec

Exhibit B

Reconfiguration Map

City of Pueblo State Honor Farm Property



- | | | | |
|---|----------------------------------|---|--|
|  | Land Acquired By City from State |  | Honor Farm – retained by State Parks |
|  | Private Land |  | Private Land identified for future acquisition by City |

**A LEASE AND MANAGEMENT AGREEMENT BETWEEN
THE CITY OF PUEBLO, A MUNICIPAL CORPORATION,
AND THE COLORADO OUTLAW RACING ASSOCIATION,
LLC FOR CERTAIN FACILITIES AT THE HONOR FARM
PARK AND OPEN SPACE OVAL TRACK AREA**

This Agreement ("Agreement") is made and entered into this 10th day of March 2025, by and between the City of Pueblo acting by and through its Honor Farm Properties Enterprise (hereinafter referred to as "City"), and the Colorado Outlaw Racing Association, LLC (hereinafter referred to as "Operator") (each individually a "Party" and together the "Parties").

RECITALS

WHEREAS, the City owns certain real property known as the Honor Farm Park & Open Space Oval Track Area, located at 3933 North Pueblo Boulevard, Pueblo, Colorado 81008 (the "Track"); and

WHEREAS, Operator has experience managing and conducting motor sports events and desires to lease the Track and manage, use, and operate certain facilities at the Track for the purpose of conducting motor sports events; and

WHEREAS, City is willing to enter into this Agreement to permit Operator to lease the Track and manage, use and operate certain facilities at the Track for the purpose of conducting motor sports events at the Honor Farm Park & Open Space Dirt Oval Track Area in accordance with and subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and agreements of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. **DEFINITIONS.** As used herein, the following words and phrases shall have the following meanings:

(a) "Director" means the City's Director of Parks and Recreation, or any person that the Director of Parks and Recreation may authorize to act in his stead.

(b) "Leased Premises" means and includes all of the facilities, tracks, buildings, and land included within that area of the Track outlined in red on the map and/or aerial photo attached to this Agreement as Exhibit A. No event shall be conducted outside the leased boundary on the Honor Farm property without the prior written approval of the City.

(c) "Physical Facilities" shall mean the buildings, parking lots, tracks, plumbing system, heating system, and electrical system located on the Leased Premises.

(d) "Profit" shall mean adjusted gross income reported on Operator's annual Federal Tax Return.

(e) "Sponsorship Contract" means any contractual arrangement in which a third-party business pays for the right to have its product used or sold at the Leased Premises, or to place advertising signs, banners, and other materials at the Leased Premises.

2. EXHIBITS TO AGREEMENT.

- (a) The following exhibits are attached and incorporated as part of this Agreement:

Exhibit A: Area Map with marked perimeter designating the Leased Premises,
Honor Farm Map, Dirt Oval Track Facility Map
Exhibit B: Request for Proposal for Project No. 24-099
Exhibit C: Certificate of Insurance
Exhibit D: PERA Questionnaire
Exhibit E: Conservation Easement

(b) In the event of any conflict between the terms of this Agreement and any Exhibit made a part of this Agreement, the Terms and Conditions of this Agreement shall take precedence and control over all Exhibits.

3. GRANT OF EXCLUSIVE RIGHT TO OCCUPY AND OPERATE LEASED PREMISES.

(a) City grants to Operator the exclusive right to occupy, use, manage, and operate the Leased Premises in order to conduct motor sports events, subject to:

(1) The City's right to enter the Leased Premises with or without notice to Operator to inspect the premises, and to perform major repairs. City will use good faith efforts to notify Operator of its need to enter the Leased Premises.

(2) The City's right to review and approve any and all Sponsorship Contracts as set forth in Section 9 of this Agreement;

(3) The City's right to inspect the Operator's records, including but not limited to sales receipts, inventory lists, equipment logs, third party Release Agreements, purchase orders, payroll, financial records, tax returns and bank statements, or any subcontractor contracted by Operator to work, manage, or operate all or a portion of the Leased Premises. Any subcontract agreement must include a provision reserving this right to the City;

(4) Operator holding, operating and/or managing a guaranteed minimum number of twelve (12) racing events (motorcycle or auto) on the Leased Premises.

4. TERM.

(a) The initial Term of this Agreement shall commence on March 10, 2025, and end on December 31, 2029 ("Term") unless sooner terminated pursuant to the terms of this Agreement.

(b) The term of this Agreement may be extended for an additional two-year term, following the Term or any subsequent renewal term, upon the mutual agreement of the parties in writing within one hundred and twenty (120) days prior to the expiration of the then current term. Any extension beyond the original term of this Agreement is contingent upon the parties negotiating in good faith any changes to the terms of this Agreement. No extension shall be effective until it is reduced to writing and signed by both parties.

5. RENT.

(a) **Base Rent.** Operator shall pay to the City without notice, offset, or deduction a base rent for the Leased Premises as follows, except as provided in paragraphs 5(a)(2) and 13(b) herein:

(1) Yearly Rental Rates:

A.	Year 1 (March 10, 2025 - December 31, 2025)	\$12,000.00
B.	Year 2 (January 1, 2026 - December 31, 2026)	\$12,000.00
C.	Year 3 (January 1, 2027 - December 31, 2027)	\$12,000.00
D.	Year 4 (January 1, 2028 - December 31, 2028)	\$12,000.00
E.	Year 5 (January 1, 2029 - December 31, 2029)	\$12,000.00

(2) The Base Rent for Year 1 shall be paid as follows:

A. The Operator shall pay one thousand dollars (\$1,000.00) to City by the first of each month, beginning the first day of the month following the Effective Date.

B. If Operator contracts with a professional licensed contractor to repair the Licensed Premises, including but not limited to repair of the permanent fencing, fencing surrounding the track, grandstands, or remodel of the scoring tower, and such repairs or remodel are actually performed, then rental amounts due for the five-year term may be reduced by any amount paid by Operator for such repairs. Prior to any work being performed, Operator shall submit for Director's approval a copy of three quotes, and any additional materials requested by Director. Should Operator fail to obtain Director's approval prior to any work, the rental amounts due for the five-year term shall not be reduced. Repairs shall be performed and completed within ninety (90) days of Operator's receipt of Director's written approval. Once repairs have been completed, Operator must submit a copy of a final invoice and proof of payment to Director in order to receive credit for any reduction in rent. If repairs are not performed or Operator's payment for the same is not completed, rejected, or dishonored for any reason, any remaining amounts due as rent shall be paid by September 30, 2029.

(3) Base Rent shall be made payable to Honor Farm Enterprise and delivered to the Director at the place designated in this Agreement for Notice to the City. Base Rent shall be paid into the Honor Farm Properties Enterprise. Base Rent shall be due without notice, offset or deduction in two equal increments each year with the first due on or before June 30 of each year and the second due on or before September 30 of each year, except as provided in paragraphs 5(a)(2) and 13(b) herein.

(b) **Additional Rent.** In addition to the Base Rent, Operator shall pay to the City additional rent for the Leased Premises as follows:

(1) Operator will remit to the City one dollar (\$1.00) per spectator admission for adults, seniors, and military, and fifty cents (\$0.50) per spectator admission per child (ages 3 – 12) in the general admission grandstands or other attendee for all events directly hosted or administered by Operator. Pit area will be excluded.

(c) **Late Fees.** Operator shall pay to City a late fee in the amount of five percent (5%) of that year's Base Rent, for any rent payment thirty (30) or more days overdue. All rent, fees, and other sums due under this Agreement shall bear interest at the rate of eight percent (8%) per annum from the date the sum first becomes due, compounded monthly.

6. UTILITIES.

Operator shall pay, before delinquent, all charges for utilities, including but not limited to electric, gas, sewage, phone, trash, cable, and internet.

7. SECURITY DEPOSIT.

(a) Operator shall pay to City and City shall retain a deposit in the sum of Three Thousand Five Hundred Dollars (\$3,500.00) to ensure performance of Operator's obligations under this Agreement. Operator shall pay one half of the Security Deposit (\$1,750.00) upon execution of this Agreement. Operator shall pay the balance of the Security Deposit (\$1,750.00) no later than seven business days after Operator holds its first revenue generating event. In the event that Operator fails, neglects or refuses to pay any rent, fee, or other sum due under this Agreement, or fails to perform any obligation under this Agreement, then City may, in its sole and absolute discretion, draw from this security deposit to remedy Operator's default. Nothing contained in this Agreement shall require City to remedy Operator's default in this manner, and City may instead, in its sole and absolute discretion, refuse to remedy Operator's default by drawing on the security deposit, and instead pursue other remedies for default provided in this Agreement or by law.

(b) In the event that City draws from this security deposit to remedy Operator's default, City shall notify Operator in writing and require Operator to replenish the deposit to its original level. Failure of Operator to comply with this section shall constitute a material breach of this Agreement.

(c) Within sixty (60) days after the Term of this Agreement, including any extension thereof, expires or terminates, City shall refund to Operator the security deposit, less any portion of the security deposit that City has applied to remedy any of Operator's defaults under this Agreement, including but not limited to unpaid rent, other sums due under this Agreement, and any damages or cleaning that may be required, whether discovered during the term of this Agreement or afterward.

8. CITY TO PROVIDE CERTAIN CAPITAL IMPROVEMENTS AND EQUIPMENT.

No capital improvements or equipment will be provided to Operator per the term of this Agreement.

9. SPONSORSHIP CONTRACTS AND WEBSITE.

(a) **Sponsorship Contracts.** Operator may enter into sponsorship contracts for less than Twenty Thousand Dollars (\$20,000.00) without the prior written consent of the City; however, the City reserves the right to require Operator to discontinue any sponsorship contracts and/or advertising that the City believes, in its sole and absolute discretion, is not in the City's best interests. Any sponsorship contract over Twenty Thousand Dollars (\$20,000.00) or involving the naming of the whole, or any portion of the Leased Premised must be approved by the City in writing, which approval may be withheld at the sole and absolute discretion of the City. Operator may not enter into sponsorship contracts where the sponsorship, or any activity prohibited by Colorado or municipal law.

(b) **Website.** Operator must work with the City and provide necessary information to the City in order to update the Honor Farm & Open Space website at all times during the Term of this Agreement and any extension thereof. Operator must insure a proper link from the Honor Farm & Open Space website to the City of Pueblo website at all times during the Term of this Agreement. The City has the right to require Operator to discontinue any advertising on the Honor Farm & Open Space website that the City believes, in its sole and absolute discretion, is not in the City's best interests.

10. MAINTENANCE OF LEASED PREMISES AND EQUIPMENT.

(a) Operator shall operate, staff, manage, clean, repair, keep clean and sanitary, and maintain the Leased Premises and Equipment. Operator shall perform these duties with reasonable care according to the highest standards in the industry. No storage of junk or debris will be allowed on premises.

(b) Operator shall use and maintain the Leased Premises in a clean, safe, and orderly manner, in compliance with all federal, state, and city laws and regulations and all rules and policies promulgated by the Director. Operator shall not allow any military training on the racetracks within the Leased Premises. Operator shall obtain prior written permission from Director prior to hosting any special or non-standard event.

(c) Operator shall develop and follow a maintenance schedule to control the growth of natural vegetation on the Leased Premises. This program shall include a regular schedule for weeds and other vegetation to be sprayed and mowed, or otherwise eliminated. Operator shall ensure that all natural vegetation in the vicinity of the racetrack and spectator areas shall not exceed five inches (5") in height, or otherwise as approved by Director. City will provide support to Operator as available to assist in the control of natural vegetation on the Leased Premises, which may include supplying information, guidance, or chemicals.

(d) Operator shall not set any portion of the Park on fire; or use any incendiary or explosive devices without the prior written approval of the Fire Department and Director, and after obtaining all required permits from the City.

(e) Operator shall repair and restore the Leased Premises and all its tracks and facilities to pre-event condition within a reasonable time after each Operator event. Operator shall report to the Director any major damage to the Leased Premises within one business day after the damage occurs.

(f) Operator shall provide dust control during its use of off-road areas, when necessary, to the extent and degree determined by City in its sole and absolute discretion, which shall include the use of Equipment to spray the tracks when using off-road areas.

(g) Operator shall immediately clean up oil spills or any other fluid spills on the Leased Premises, including but not limited to the tracks, pits and staging areas. Operator will comply with all federal, state, and local laws, rules and regulations pertaining to the clean-up and disposal of oil, chemicals, and other waste.

(h) The City may inspect the Leased Premises at any time to determine if any additional cleaning is necessary, including but not limited to fluid spills, major debris, screws, and glass. If so, directed by the City after inspection of the Leased Premises, Operator shall perform all necessary additional clean-up at its sole expense.

(i) Operator shall be responsible, at its sole expense, for all routine maintenance of the Physical Facilities.

(j) City may, but is not required to, make major repairs to or to replace the Physical Facilities. If the City decides to make major repairs to or to replace Physical Facilities, Operator shall pay the first one thousand five hundred dollars (\$1,500.00) of each repair or replacement. Thereafter, the City shall pay any and all remaining amounts necessary to repair or replace the Physical Facilities, so long as the repair or replacement is not necessitated by the negligence of Operator, its employees, agents, subcontractors, guests and/or invitees; except that the City may, within its sole and absolute discretion, choose not to repair if it determines the repairs are not necessary to the operation of the Leased Premises. Should the repair or replacement be necessitated by the negligence of Operator, its

employees, agents, subcontractors, guests or invitees, Operator shall bear sole and exclusive liability for the repair or replacement. All invoices provided to Operator for maintenance, repair, and/or replacement of Physical Facilities, shall be paid within forty-five (45) days of the invoice.

11. CONSERVATION EASEMENT; KEYS; AND PYROTECHNICS.

(a) **Conservation Easement.** Operator understands and agrees that this Agreement and Operator's use of the Leased Premises is subject to the conditions and limitations of the Conservation Easement recorded July 2, 2001 as Reception No. 1390542 in the records of the Pueblo County Clerk and Recorder ("Easement") (attached herein as Exhibit E). Operator acknowledges receipt of a copy of the Easement. City makes no representation or warranty that Operator's intended use of the Park or the provisions of this Agreement are approved uses or allowed under the Easement. Prior to any new construction, Operator shall prepare a notice containing the details of such construction, which the City shall then send to the State of Colorado.

(b) **Special Events.** Operator shall notify the Director in writing of its intent to host special events upon the Leased Premises at least thirty-five (35) days prior to the event date. Director shall evaluate each request and shall notify Operator of his approval or disapproval in writing at least thirty (30) days prior to the event date. For the purposes of this Agreement, "special events" shall be those that require the relocation, modification, or removal of a structure or improvement on the Leased Premises, or a physical modification to a feature or surface configuration of any land area within the Leased Premises, including but not limited to digging mud pits, holes, or other cavities.

(c) **Police Department Use.** Operator shall negotiate in good faith with the Pueblo Police Department to allow the Police Department use of the Leased Premises for training purposes. Operator shall be responsible for any damage that occurs during Pueblo Police Department or other law enforcement use of the Leased Premises, unless otherwise provided by written agreement.

(d) **Keys.** Operator must provide access to the Leased Premises upon request by City, including but not limited to any buildings, facilities, and tracks. In the event that Operator changes any locks to any buildings, gates, or facilities, Operator must within twenty-four (24) hours provide a copy of all new keys to the Director. Every key should be marked or otherwise identify the purpose and/or location within the Leased Premises to which each key pertains.

(e) **No Pyrotechnic Devices.** Operator shall under no circumstance use pyrotechnic devices, explosives, fireworks, or incendiary devices of any kind anywhere in the Park without prior written approval from the Fire Department and the Director, and after obtaining all required permits.

12. INSURANCE, INDEMNITY, AND RELEASES.

(a) **Insurance and Proof of Insurance.** Operator shall, within ten (10) days after this Agreement is executed by both parties, and on the anniversary of such execution each year, obtain the following insurance coverages and provide to the City the following Certificates of Insurance showing that Operator has obtained the following insurance coverages. Operator shall maintain all such insurance coverages at all times during the term of this Agreement:

(1) **Workers' Compensation Insurance, including Occupational Disease Provisions,** effective during the entire Term of this Agreement and any extension thereof, fully complying with the provisions of the Workers' Compensation Act, as amended, of the State of Colorado. Such insurance shall be obtained notwithstanding that Operator may have no employees as defined under said Act or that Operator might otherwise avail itself of an exemption under the Act from any legal requirement to obtain such coverage. Such insurance shall cover all employees of Operator performing work on the project irrespective of whether such employees may be shareholders, managers, partners or owners of Contractor or exempt employees under the Act. If any class of employees engaged in

hazardous work under this Agreement at the Leased Premises is not protected by the Workers' Compensation statute, the Contractor shall provide, and similarly shall cause each subcontractor to provide, special insurance for the protection of such employees not otherwise protected. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.

(2) Commercial General Liability Insurance, effective during the entire Term of this Agreement and any extension thereof, issued to and covering the liability of Operator with respect to all work and events performed by Operator and its subcontractors under this Agreement, to be written on a Commercial General Liability policy form. This insurance shall be written in amounts not less than \$21,000,000.00 for each occurrence and \$45,000,000.00 aggregate. This policy of insurance shall be endorsed naming the City of Pueblo, its Enterprises, controlled Nonprofit Corporations, their officers, agents, and employees as additional insured. The policy shall also provide coverage for contractual liability assumed by Operator under the provisions of this Agreement, and "Completed Operations and Projects Liability" coverage. The Commercial General Liability Insurance policies shall contain a waiver of subrogation.

(3) If at any time during the term of this Agreement, the Operator obtains automobiles for use in the operations of the premises, the Operator will be required to secure Comprehensive Automobile Liability Insurance effective during the entire Term of this Agreement and any extension thereof, written with limits of liability for injury to one person in any single occurrence of not less than \$1,000,000.00 and for any injury to two or more persons in any single occurrence of not less than \$1,000,000.00. This policy of insurance shall be endorsed naming the City of Pueblo, its Enterprises, controlled Nonprofit Corporations, their officers, agents, and employees as additional insured. This insurance shall include uninsured/underinsured motorist coverage and shall protect Operator from any and all claims arising from the use both on and off the Basic Services site of motor vehicles, including any automobiles, trucks, tractors, backhoes and similar equipment whether owned, leased, hired or used by Operator. The Comprehensive Automobile Liability Insurance policies shall contain a waiver of subrogation.

(b) **Notices to City in Policies.** Every insurance policy and certificate of insurance specified in subsection (a) of this Section shall contain a provision and/or special endorsement requiring that the Insurer notify the City in writing, in the manner provided in this Agreement, ten (10) days prior to any formal action being taken in the event that any such policy or coverage is revoked, terminated, rescinded, or lapsed.

(c) **Releases and Claims Waiver.** Operator forever releases and waives any and all claims, known and unknown, presently existing or arising in the future, and any suit or action in law or equity against the City, its Enterprises, controlled Nonprofit Corporations, their officers, agents, independent contractors, and employees ("Released Parties") in any court or tribunal, based on tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, or property damage or loss that Operator, its officers, agents, independent contractors, or employees may suffer, related to or caused by the Released Parties, or any vehicle, object, thing, or activity in any building or facility owned, leased, operated or controlled by the Released Parties.

(d) **Operator Covenants Not to Sue.** Operator shall not file, pursue or prosecute any suit, action or proceeding, in law or in equity, in any court or tribunal, against the Released Parties, based on tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, or property damage or loss that Operator, its officers, agents, independent contractors, or employees may suffer related to or caused by the Released Parties, or any vehicle, object, thing, or activity in any building or facility owned, leased, operated or controlled by the Released Parties.

(e) **Operator Indemnifies.** Operator shall indemnify, defend and hold harmless the Released Parties against any liability for any damages, attorney's fees, and restitution that may be imposed by any court or tribunal in any suit, action or proceeding in law or equity filed by any person or entity based on tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury,

death, or property damage or loss that any such third person may suffer as a result of any cause, including related to or caused by the Released Parties, or any vehicle, object, thing, or activity in any building or facility owned, leased, operated or controlled by the Released Parties.

(f) Operator Must Obtain Releases from Third Parties. Prior to entering the park on any Operator event day, all Operator employees and agents, and event participants MUST sign a Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement ("Release Agreement"), the language of which must be approved by the Director, in the presence of Operator personnel and all executed Release Agreements shall be maintained and kept on file by Operator for at least three (3) years from the execution date of the Release Agreements. Originals or copies of the Release agreements shall be delivered to the City upon its request. Operator's obligation to maintain these records and provide them to the City upon request shall survive termination or expiration of this Agreement. Operator shall bear sole responsibility for full compliance with this Section. Entry into the park by any Operator employee or agents, or event participants during an event prior to the execution of a Release Agreement by such individual, shall constitute a material breach of this Agreement by Operator.

13. IMPROVEMENTS.

(a) Operator Fuel Storage Facility. If Operator decides to utilize fuel storage at this facility it shall utilize and maintain the system in compliance with all Federal, State and City ordinances and laws, specifically including all City fire ordinances and regulations. Any other fuel vendor hired by Operator shall also meet with the City Fire Department prior to selling fuel to ensure they are in compliance with all Federal, State and City ordinances and laws. Operator shall obtain Director's approval prior to installation of any fuel storage on the Leased Premises.

(b) Costs of Improvements; Approval Required. All costs associated with the development, installation, construction, and maintenance of any improvements shall be the sole responsibility of the Operator, unless City and Operator mutually agree to an offset or reduction in rent as provided herein. Operator shall submit to City a written proposal for all proposed improvements that includes the estimated value of the improvements and anticipated cost of development, installation, construction, and maintenance. Operator must provide three quotes comparing same equipment specifications and project scope from reliable sources prior to requesting approval from Director. Operator must obtain the prior written approval of the Director and City Manager for any proposed improvements and a certificate from the Pueblo Regional Building Department approving any proposed improvements. All improvements must be approved in writing by the City PRIOR to installation or construction. Any proposed changes must meet all building permit regulations and be constructed, installed, maintained, and operated in compliance with all local, state, and federal laws and regulations. Operator shall maintain the improvements in good and safe condition, appearance, and state of repair regardless of the cause or need for maintenance and repair. City and Operator may negotiate to offset or reduce the yearly rental rates as provided in paragraph 5(a)(1) by the cost of site improvements installed or constructed by Operator. All offsets or reductions in rent shall be mutually agreed upon by Operator, Director, and City Manager and be reduced to a writing signed by both Parties prior to any work being performed. To receive a reduction or offset, Operator must submit a copy of a final invoice and proof of payment to Director in order to receive credit for any reduction in rent. If an improvement is not performed or completed, or Operator's payment for the same is not completed, rejected, or dishonored for any reason, rent shall be paid according to the provisions in paragraphs 5(a)-(c).

(c) Improvements Become City Property Upon Termination of Agreement. All improvements shall become the property of the City at the option of the City upon termination or expiration of this Agreement.

14. MAINTENANCE OF ACCOUNTS AND RECORDS. Operator shall keep and maintain

accurate and complete accounts and records of all activities and transactions conducted by Operator on or from the Leased Premises, including without limitation sales receipts, inventory lists, equipment logs, third party Release Agreements, purchase orders, payroll, financial records, tax returns and bank statements, or any subcontractor contracted by Operator to work, manage, or operate all or a portion of the Leased Premises, in accordance with generally accepted accounting principles, which accounts and records shall be available for inspection, copy and audit by City during normal business hours. Operator shall retain all such accounts and records for a minimum period of three (3) years after termination of this Agreement.

15. NO REPRESENTATION OR WARRANTY OF CONDITION OR FITNESS. THE LEASED PREMISES IS PROVIDED ON AN "AS IS" "WITH ALL ITS FAULTS" BASIS, AND CITY MAKES NO REPRESENTATION OR WARRANTY AS TO THE CONDITION OR FITNESS OF THE LEASED PREMISES FOR OPERATOR'S EVENTS OR FOR ANY PARTICULAR USE OR PURPOSE. Accordingly, Operator is hereby advised that Operator shall be solely responsible for personally inspecting the Leased Premises before execution of this Agreement and commencement of any event. Operator's execution of this Agreement or commencement of any event shall constitute an expressed acknowledgement by Operator that the Leased Premises is safe and adequate for Operator's permitted use. Operator shall have exclusive control of the Leased Premises during the pendency of this Agreement, subject to the City's right of access, and shall be responsible for all equipment and for adequate safeguard for the protection of Operator, its employees, agents, independent contractors, subcontractors, and representatives, and persons engaged in any activity on the Leased Premises. Notwithstanding any provision in this Agreement to the contrary or which may be construed to the contrary, City assumes no obligation or responsibility to keep or maintain the Leased Premises or any track or facility thereon in good and safe condition, appearance, or state of repair, regardless of cause of need for maintenance and repair.

16. MINORS. No individual under the age of eighteen (18) years shall be allowed in any restricted area of the Leased Premises (which shall include the track surface, starting line area, garage areas, staging lanes, run-off areas, trackside communications stations, and any other location as defined in generally accepted policies of liability coverage for Motorsports entities), without a (1) Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement ("Release Agreement"), and (2) a Parental Consent to the Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement ("Parental Consent Agreement") executed by each minor and the minor's parent or legal guardian. The language of the Release Agreement and Parental Consent Agreement must be approved by the Director. These documents must be signed in the presence of Operator personnel and are required before said minor's entrance into the restricted areas of the Leased Premises. All executed documents shall be delivered maintained and kept on file by Operator for three (3) years from the execution date of the Release Agreements and Parental Consent Agreements. Originals and/or copies of the Release Agreements and Parental Consent Agreements shall be delivered to the City upon request. Operator's obligation to maintain these records and provide them to the City upon request shall survive termination or expiration of this Agreement. Operator shall bear sole responsibility for full compliance with this Section. Entry by any individual to a restricted area prior to the execution of the Agreements listed above in this Section by the proper party shall constitute a material breach of this Agreement by Operator.

17. TERMINATION AND DEFAULT.

(a) Default and Correction. If either party is in default hereunder, the non-defaulting party may give written notice describing the default to the defaulting party. If the defaulting party does not correct such default within twenty (20) days after receipt of said notice, or if the default cannot be corrected within said twenty (20) day period and the defaulting party fails to commence action to correct the default within said twenty (20) day period and thereafter diligently pursue corrective action, the non-defaulting party may upon an additional five (5) days' notice given to the defaulting party terminate this Agreement.

(b) Termination for Breach. Notwithstanding the foregoing, if Operator commits a breach of any term of this contract, City may terminate this Agreement upon thirty (30) days' prior written notice to Operator specifying the breach and the date of termination. Except for accrued rights and liabilities and those covenants which survive termination hereunder, upon such termination each party shall be released from all future duties and obligations hereunder.

(c) Termination Without Cause. Notwithstanding the foregoing, either party may terminate this agreement without cause by providing sixty (60) days written notice to the other party. No premature termination of this Agreement shall affect any right of either party accruing prior to such termination, whether such right is conferred by the terms of this Agreement or arises under general principles of law.

18. NOTICE. Any notice required or permitted to be given hereunder shall be in writing and delivered personally or by certified mail, postage prepaid, as follows:

(a) If to City: Director of Parks and Recreation, City of Pueblo, 800 Goodnight Ave., Pueblo, Colorado 81005; and City Manager, City of Pueblo, #1 City Hall Place, 2nd Floor, Pueblo, Colorado, 81003.

(b) If to Operator: Colorado Outlaw Racing Association, LLC, 18245 State Highway 94, Colorado Springs, Colorado 80930.

19. MISCELLANEOUS.

(a) Additional Documents. The parties agree to execute any additional documents or take any additional action that may be necessary to carry out this Agreement.

(b) Force majeure. Any delays in or failure of performance by any party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires not caused by a breach of this Agreement, floods, storms, lightning strikes, labor strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

(c) Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

(d) Section Captions. The captions of the paragraphs are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

(e) Integrations, Severability, Amendment, and Counterparts. This Agreement represents the entire agreement between the parties and supersedes all prior discussions and written agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together constitute one and the same agreement.

(f) No Third-Party Beneficiaries; No Waiver of Immunities. Nothing in this Agreement is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101 *et seq.*, C.R.S.

(g) Waiver of Breach. A waiver by any party to this Agreement or the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

(h) Authority of Signers. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the requisite power and authority to enter into, execute, and deliver this Agreement on behalf of such party and that this Agreement is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

(i) Attorney's Fees and Costs of Collections. In the event that it becomes necessary for the City to bring any action or proceeding to collect unpaid utilities, rent, damages, janitorial fees, costs, or other sums due under this Agreement, to enforce any provision of this Agreement, to recover damages for Operator's breach of this Agreement, or to seek specific performance of this Agreement, the prevailing party shall be entitled to collect its reasonable attorney fees, costs of suit, and costs of collection as part of the judgment in such action or proceeding.

(j) No Multi-Year Fiscal Obligation on City. This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, § 20 Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after 2017, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City.

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

(l) Certain Provisions Survive Expiration and Termination. The provisions of this Agreement pertaining to insurance, releases, indemnification, payments to the City, and liability shall survive the expiration of the term of this Agreement and termination of this Agreement and continue in effect for a period of five years following the termination of this Agreement and for such further time as it may take to completely and finally negotiate, settle, or litigate any claim or suit concerning the same.

(m) Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.

(n) Assignment and Subcontracting. This Agreement shall not be reassigned by Operator without the prior written consent of the City, which consent may be granted, denied, or conditioned in City's sole and absolute discretion. Responsibilities of Operator under this Agreement may not be subcontracted by Operator without the prior written consent of the City, which consent may be granted, denied, or conditioned in City's sole and absolute discretion. Operator shall indemnify and defend City from all claims and demands for payment for services provided by subcontractors of Operator.

IN WITNESS WHEREOF, the parties hereto have executed and delivered on this 24^h day of February 2025 (“Effective Date”).

COLORADO OUTLAW RACING
ASSOCIATION, LLC

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

By: _____
Colorado Outlaw Racing Association, LLC
Edward Alan Davis, President and CEO

By: _____
President of City Council

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

AREA MAP WITH MARKED PERIMETER DESIGNATING THE LEASED PREMISES,
HONOR FARM MAP, MOTOCROSS AREA MAP

REQUEST FOR PROPOSAL FOR PROJECT NO. 24-099

CERTIFICATE OF INSURANCE

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

CONSERVATION EASEMENT

City Clerk's Office Item # R4



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 10, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Harley Gifford, Deputy City Attorney

SUBJECT: AN ORDINANCE AMENDING SECTION 11-1-211 OF THE PUEBLO MUNICIPAL CODE RELATING TO THE SAFE USE OF PUBLIC PROPERTY TO LIMIT PUBLIC CAMPING AND PROHIBIT TEMPORARY STRUCTURES ON PUBLIC PROPERTY WITHIN THE CITY OF PUEBLO, COLORADO

SUMMARY:

The following Ordinance amends the Pueblo Municipal Code to conform with the holding in *City of Grants Pass, Oregon v. Johnson et al.*

PREVIOUS COUNCIL ACTION:

City Council approved Ordinance Number 10645, which created a defense to the per se violation of Sec. 11-1-211, P.M.C. if there is no access to other shelter available.

BACKGROUND:

This Ordinance will eliminate the requirement that prior to enforcement of Sec. 11-1-211, P.M.C., a Pueblo Police Officer must first determine whether there is access to other shelter available. This amendment is pursuant to the *City of Grants Pass* U.S. Supreme Court holding that enforcing generally applicable laws regulating camping on public property when shelter is not available is not a violation of the Constitutional prohibition against cruel and unusual punishments.

FINANCIAL IMPLICATIONS:

Not applicable.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the City Council chooses not to approve this ordinance, the lack of available shelter will be a defense to violation of Sec. 11-1-211, P.M.C.

RECOMMENDATION:

None.

ATTACHMENTS:

1. Ordinance

ORDINANCE NO. 10916

AN ORDINANCE AMENDING SECTION 11-1-211 OF THE PUEBLO MUNICIPAL CODE RELATING TO THE SAFE USE OF PUBLIC PROPERTY TO LIMIT PUBLIC CAMPING AND PROHIBIT TEMPORARY STRUCTURES ON PUBLIC PROPERTY WITHIN THE CITY OF PUEBLO, COLORADO

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

SECTION 1.

Section 11-1-211, P.M.C. as follows: **[brackets]** indicate matter being deleted; **underscoring** indicates new matter being added.

Sec. 11-1-211. Prohibited Use of Public Property.

(a) No person shall camp on City property without first having obtained the written permission of the authorized officer of such public property.

(1) **[A person cannot violate this section where there is no access to other shelter available. Refusal to accept or move to other available shelter, where other shelter is accessible is a per se violation of this Section.]**

[(2)] **(1)** For purposes of Section, "City property" means all land, including, any park, parkway, recreation area, roadway, or any other public property owned by the City of Pueblo.

[(3)] **(2)** For purposes of Section, "camp" means to reside or dwell temporarily in a place, with shelter, and conduct activities of daily living, such as eating or sleeping, in such place. Camp does not include temporary residence associated with the performance of governmental services.

[(4)] **(3)** For purposes of Section, "shelter" includes, without limitation, any cover or protection from the elements other than clothing.

[(5)] **(4)** For purposes of Section, "written permission" includes a documented reservation, permit, park pass, or contract.

[(6)] **(5)** Failure to provide written permission upon request by an authorized party, including all law enforcement personnel shall be treated as an admission appropriate permission was not obtained.

(b) No person shall erect or use any tent, net, or other temporary structure for the purpose of shelter or storage of property on City property without first having obtained the Written Permission of the authorized officer of such public property.

(1) For purposes of this Section, "temporary structure" includes any structure used to shelter a person or property after sundown and all enclosed structures. For purposes of this section, temporary structure does not apply to non-enclosed portable structures

designed to provide overhead covering, including umbrellas and awnings.

(2) Failure to provide written permission upon request by an authorized party, including all law enforcement is an admission appropriate permission was not obtained.

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.

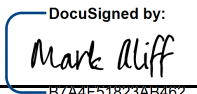
SECTION 3.

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

Action by City Council:

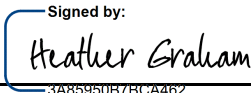
Introduced and initial adoption of Ordinance by City Council on February 24, 2025.

Final adoption of Ordinance by City Council on March 10, 2025.

APPROVED 
President of City Council

Action by the Mayor:

- ☒ Approved on 3/12/2025 | 8:39 AM MDT, 2025.
- ☐ 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 _____to_____, on _____
- ☐ Council action on _____failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

City Clerk's Office Item # **R5**



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 10, 2025

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 SECTION 11-1-401 AND 11-1-407 OF THE PUEBLO MUNICIPAL CODE TO CATEGORIZE THEFT BY THE VALUE OF THE ITEM STOLEN AND TO ADD A MANDATORY MINIMUM JAIL SENTENCE FOR THOSE CONVICTED THEREOF, AND TO REINSTATE SECTION 1-2-1(G)(1)(A) OF THE PUEBLO MUNICIPAL CODE TO MAINTAIN A MANDATORY MINIMUM JAIL SENTENCE FOR THOSE CONVICTED AS HABITUAL OFFENDERS HAVING VIOLATED SECTION 11-1-401 OR 11-1-407 OF THE CODE.

SUMMARY:

Attached for consideration is an Ordinance amending Sections 11-1-401 – Theft from Merchant and 11-1-407 – Theft of the Pueblo Municipal Code to break down theft by the value of the item stolen and provide more specific penalties for each value range. The Ordinance also reinstates the mandatory minimum jail sentence for theft and theft from merchant as well as people convicted as habitual offenders for theft.

PREVIOUS COUNCIL ACTION:

On March 28, 2022, City Council approved Ordinance No. 10142 increasing the jurisdiction of Pueblo Municipal Court to include thefts of property up to \$2,000 in value consistent with a change in the state statutes. On April 10, 2023, City Council approved Ordinance No. 10433 providing for a minimum mandatory jail sentence of 3 days for all thefts where the value of the property stolen is three hundred dollars or more.

BACKGROUND:

On April 10, 2023, City Council passed Ordinance No. 10433 which mandated a minimum three-day jail sentence for anyone convicted of theft or theft from merchant valued at \$300

or more, or those convicted as habitual offenders for theft. That Ordinance had a sunset provision and therefore, was automatically repealed on January 1, 2025. Upon repeal, the code sections reverted to the text as it existed on March 1, 2023. Due to the timing of this Ordinance, the text in the ordinances had not physically been converted to the March 1, 2023 version. To avoid confusion, the changes reflected herein are from the most recent version of text, which is as it was written subsequent to Ordinance No. 10433. Ordinance No. 10433 was passed in an effort to curb crime, specifically theft and theft from merchant within the City. According to the records of the Pueblo Police Department, 283 persons were cited in 2021, 460 persons were cited in 2022, and 685 persons were cited in 2023 for Theft from Merchant under Sec. 11-1-401 of the Pueblo Municipal Code. Ordinance 10433 went into effect on May 10, 2023. The number of people cited for Theft from Merchant in 2024 was 484, a 29% decrease from the prior year. Given the decrease in theft from merchant citations from 2023 to 2024, it appears the previously approved Ordinance had a deterrent effect on theft-related crime. The Ordinance attached for your consideration would reinstate the mandatory minimum 3 day jail sentence for anyone convicted of theft or theft from merchant where the property stolen is valued at \$300 or more. The proposed Ordinance would extend the mandatory minimum 3-day jail sentence for any person convicted a second time for theft or theft from merchant where the property stolen is valued at \$100 or more. The Ordinance will also reinstate the mandatory minimum 3-day jail sentence for people convicted of theft or theft from merchant and found to be habitual offenders. This Ordinance also breaks down the different levels of theft-related crimes making it easier. Theft-related crimes have a significant negative impact on the community.

FINANCIAL IMPLICATIONS:

Not applicable.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the City Council chooses not to approve this Ordinance, the theft ordinance will be as codified March 1, 2023.

RECOMMENDATION:

None.

ATTACHMENTS:

1. Ordinance Amendment to Theft Code

ORDINANCE NO. 10917

AN ORDINANCE AMENDING SECTION 11-1-401 AND 11-1-407 OF THE PUEBLO MUNICIPAL CODE TO CATEGORIZE THEFT BY THE VALUE OF THE ITEM STOLEN AND TO ADD A MANDATORY MINIMUM JAIL SENTENCE FOR THOSE CONVICTED THEREOF, AND TO REINSTATE SECTION 1-2-1(g)(1)(a) OF THE PUEBLO MUNICIPAL CODE TO MAINTAIN A MANDATORY MINIMUM JAIL SENTENCE FOR THOSE CONVICTED AS HABITUAL OFFENDERS HAVING VIOLATED SECTION 11-1-401 OR 11-1-407 OF THE CODE

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

SECTION 1.

Section 11-1-401 of Chapter 1 of Title XI of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 11-1-401. – Theft from a merchant.

(a) It shall be unlawful for any person to obtain or exercise control over any meals, goods, services or accommodations having a value of less than two thousand dollars (\$2,000.00) which are the property of another exposed or available for sale or available to rent or for hire, with the intent to convert the same to his or her own use without payment of the purchase price or rent therefor.

(b) [Theft from a merchant is a Class 2 municipal offense.] **Theft from merchant is:**

- (i) **A class 2 municipal offense if the value of the thing involved is less than fifty dollars (\$50.00);**
- (ii) **A class 1 municipal offense if the value of the thing involved is fifty dollars (\$50.00) or more but less than one hundred dollars (\$100.00);**
- (iii) **A class 1 municipal offense if the value of the thing involved is one hundred dollars (\$100.00) or more but less than three hundred dollars (\$300.00). Upon a second conviction for theft from merchant of a thing valued at one hundred dollars (\$100.00 but less than three hundred dollars (\$300.00), a mandatory minimum jail sentence of no less than three (3) days shall be imposed by the Court as a part of any sentence.**
- (iv) **A class 1 municipal offense if the value of the thing involved is three hundred dollars (\$300.00) or more. Upon conviction for theft from merchant of a thing valued at three hundred dollars (\$300.00) or more, a mandatory minimum jail sentence of no less than three (3)**

days shall be imposed by the Court as part of any sentence.

(c) [Notwithstanding the provisions of any other subsection within this Section, theft from a merchant is a Class 1 offense if the value of the meals, goods, services, or accommodations involved is three hundred dollars (\$300.00) or more. Additionally, if the value of the meals, goods, services, or accommodations involved is three hundred dollars or more, a mandatory minimum jail sentence of no less than three (3) days shall be imposed by the Court as part of any sentence.] The Court shall neither set aside nor suspend the mandatory minimum jail portion of any sentence imposed **as required pursuant to Section 11-1-401(b).** **The mandatory minimum jail sentence required pursuant to Section 11-1-401(b)** [This subsection] shall only apply to those offenders who, at the time of the offense, were eighteen (18) years of age or older.

SECTION 2.

Section 11-1-407 of Chapter 1 of Title XI of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 11-1-407. – Theft.

- (a) It shall be unlawful [and a Class 2 municipal offense] for any person to knowingly obtain or exercise control over anything of value of another without authorization and with the intent to permanently deprive the other person of the use or benefit of the thing of value; provided, however, that this Section shall have no application:
1. Where the thing of value has a value of two thousand (\$2,000.00) or more or is intangible personal property.
 2. Where the other person (victim) is seventy (70) years of age or older and the offense is committed in such person's presence; or
 3. Where the other person (victim) is disabled because of the loss or permanent loss of use of a hand or foot or because of blindness or the permanent impairment of vision in both eyes to such a degree as to constitute virtual blindness and the offense is committed in such person's presence.
- (b) **Theft is:** [Notwithstanding the provisions of subsection (a) within this Section, it shall be unlawful and a Class 1 municipal offense for any person to knowingly obtain or exercise control over anything of another valued at three hundred dollars (\$300.00) or more without authorization and with the intent to permanently deprive the other person of the use or benefit of the thing of value; provided however, that this subsection will have no application as provided is subsections (a)(1), (a)(2), and (a)(3). Additionally, if the value of the thing involved is three hundred dollars or more, a mandatory minimum jail sentence of no less than three (3) days shall be imposed by the Court as part of any sentence.]

- (i) **A Class 2 municipal offense if the value of the thing involved is less than fifty dollars (\$50.00);**

- (ii) A class 1 municipal offense if the value of the thing involved is fifty dollars (\$50.00) or more but less than one hundred dollars (\$100.00);
- (iii) A class 1 municipal offense if the value of the thing involved is one hundred dollars (\$100.00) or more but less than three hundred dollars (\$300.00). Upon a second conviction for theft of a thing valued at one hundred dollars (\$100.00) but less than three hundred dollars (\$300.00), a mandatory minimum jail sentence of no less than three (3) days shall be imposed by the Court as a part of any sentence.
- (iv) A class 1 municipal offense if the value of the thing involved is three hundred dollars (\$300.00) or more. Upon conviction for theft of a thing valued at three hundred dollars (\$300.00) or more, a mandatory minimum jail sentence of no less than three (3) days shall be imposed by the Court as part of any sentence.

(c) The Court shall neither set aside nor suspend the mandatory minimum jail portion of any sentence imposed as required pursuant to Section 11-1-401(b). The mandatory minimum jail sentence required pursuant to Section 11-1-401(b) [This subsection] shall only apply to those offenders who, at the time of the offense, were eighteen (18) years of age or older.

SECTION 3.

Section 1-2-1 of Chapter 2 of Title I of the Pueblo Municipal Code is hereby reinstated as set forth in Ordinance No. 10433 and amended to read as follows:

Section 1-2-1. – General Penalty; continuing violations; adjudging fines and imprisonment.

- (a) It shall be unlawful for any person to violate, disobey, omit, neglect, refuse or fail to comply with or resist the enforcement of any provision of this Code or any secondary code adopted herein.
- (b) Where no specific penalty is provided therefor, the violation of any provision of this Code or of any secondary code adopted herein shall be a Class 2 municipal offense and be punished by a fine not exceeding one thousand dollars (\$1,000.00), the amount of such fine to rest within the discretion of the Municipal Judge.
- (c) Unless stated otherwise within the Municipal Code, the Municipal Judge may, in his or her discretion, impose alternative sentencing including but not limited to in-home detention not to exceed three hundred sixty-four (364) days, probation, community service, deferred sentence, deferred prosecution, rehabilitation and educational classes, for any violations of the Municipal Code if he or she determines the alternative sentencing will best serve the intent and purpose of the Municipal Code.
- (d) The imposition of a penalty shall not excuse any violation, permit it to continue or prevent the enforced removal of prohibited conditions.

- (e) Unless otherwise indicated, a separate violation shall be deemed committed upon each day or portion thereof during or on which any violation of any provision of this Code or any secondary code adopted herein occurs or continues.
- (f) The amount by which any imposed fine exceeds three hundred dollars (\$300.00) is dedicated to graffiti control and removal and other law enforcement activities as determined by the City Council. Other law enforcement activities shall include any and all alternative sentencing authorized pursuant to Subsection 1-2-1(c).
- (g) Every person convicted in the City of any municipal offense, when within five (5) years of the date of the commission of said offense has been twice previously convicted of the same offense, separately brought and adjudicated and arising out of separate and distinct criminal episodes in the City, shall be adjudged a habitual offender and shall be punished:
 - 1. As a Class 1 municipal offender and the standard base fine for the offense shall be tripled, provided that the fine may be altered at the Court's discretion, but shall not exceed one thousand dollars (\$1,000.00); and
 - a. In the event the instant conviction is for Theft from a merchant as provided for in Sec. 11-1-401**(b)(iii) and (iv)** or for Theft as provided for in Sec. 11-1-407**(b)(iii) and (iv)** of this Code, and, at the time of the offense, the offender was eighteen (18) years of age or older, a mandatory minimum jail sentence of no less than three (3) days shall be imposed by the Court as part of any sentence. The Court shall neither set aside nor suspend the mandatory minimum jail portion of any sentence imposed; or
 - 2. For those convicted of a traffic code violation, the standard base fine for the civil infraction shall be tripled, provided that the fine may be altered at the Court's discretion but shall not exceed one thousand dollars (\$1,000.00).
- (h) Every person convicted in the City of any municipal crime involving violence against another person or animal, when within ten (10) years of the date of the commission of the offense has been twice previously convicted upon similar charges involving violence, separately brought and adjudicated and arising out of separate and distinct criminal episodes in the City, shall be adjudged a habitual criminal and shall be punished as a Class 1 municipal offender.
- (i) Any person convicted of a crime and sentenced as a habitual offender for violations of Sections 11-4-14 (Dangerous animals; potentially dangerous animals), 11-4-15 (Restraining), or 11-4-21 (Cruelty to animals; humane care) may, at the discretion of the Municipal Court, be enjoined from owning any animals as defined by Section 11-4-1 of the Pueblo Municipal Code, or otherwise maintaining any animals on their property within the City limits, for up to one (1) year, along with any other appropriate penalty imposed by the Municipal Court.

SECTION 4.

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

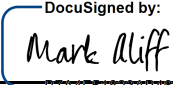
SECTION 5.

This Ordinance shall become effective thirty (30) days after final action by the Mayor.

Action by City Council:

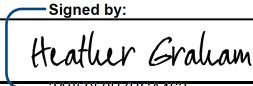
Introduced and initial adoption of Ordinance by City Council on February 24, 2025.

Final adoption of Ordinance by City Council on March 10, 2025.

APPROVED 
President of City Council

Action by the Mayor:

- ☐ Approved on 3/12/2025 | 8:39 AM MDT, 2025.
- ☐ 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 _____ to _____, 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: March 10, 2025

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 A SPECIAL AREA PLAN AMENDMENT FOR THE RANCHO DEL SOL 5TH FILING, A SPECIAL AREA PLAN

SUMMARY:

The applicant is requesting approval of a Special Area Plan Amendment for Lots 6 through 9, Block 1, of Rancho Del Sol 5th Filing, which rearranges property lines and building envelopes to avoid a drainage swale and facilitate development of new residential housing. The site is in a Special Area Plan, "Special Area Plan Rancho Del Sol 5th Filing." The amended The Special Area Plan hereto known as "Special Area Plan Rancho Del Sol 5th Filing Amended" was submitted concurrently with a request to rearrange property boundaries (RPB-24-06), which will be reviewed and approved administratively.

PREVIOUS COUNCIL ACTION:

On March 27th, 1995, City Council approved Ordinance No. 5949 approving the Rancho Del Sol 5th Filing, Special Area Plan.

BACKGROUND:

Rancho Del Sol 5th filing was platted in 1995 and consists of 22 lots spread across three Blocks and one common Parcel A. The proposed Special Area Plan amendment will affect Lots 6-9, Block 1, and Parcel A, the common ingress/egress and public utility easement. There are no proposed changes to Blocks Two, Block Three, or the exterior boundary of the development site. As plated, the subject lots are staggered, placing the building envelopes in an established drainage swale, making development of the lots extremely challenging. The applicant is requesting permission to bring the front lot lines to the north, closer to the street, moving them out of the drainage swale to facilitate development of five single-family attached structures. As platted, the subject Lots 6-9 are between 3,107 sq ft and 4,333 sq ft and are staggered, creating the appearance of a variable setback from the back of sidewalk, adjacent to Tierra Berienda. The proposed

rearrangement and SAP amendment will create a uniform 20-foot setback from Tierra Berienda for Lot 5 and the proposed Parcels B, C, and D. Parcel E, located on the corner of Tierra Berienda and Del Norte, is proposed to setback 25-feet from Tierra Berienda and Paseo Del Norte. The proposed lot arrangement will deviate from the established staggered setback pattern; however, this is the most efficient and cost-effective way for the developer to construct homes due to the existing rip rap and drainage swale located south of the lots.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their December 11th, 2024 Regular Meeting, voted 5-0 to recommend approval, Commissioners Maestri and Pasternak absent.

STAKEHOLDER PROCESS:

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

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

ALTERNATIVES:

If City Council does not approve this Ordinance, the applicant will not be able to modify lot lines to allow a rearrangement of property boundaries.

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. SAP-24-03 Attachments

ORDINANCE NO. 10918

AN ORDINANCE APPROVING A SPECIAL AREA PLAN
AMENDMENT FOR THE RANCHO DEL SOL 5TH FILING, A
SPECIAL AREA PLAN

WHEREAS, a request for a Special Area Plan Amendment for the Rancho Del Sol 5th Filing, A Special Area Plan, has been submitted to the Planning and Zoning Commission for approval pursuant to Section 17-4-29 of the Pueblo Municipal Code, and,

WHEREAS, the Planning and Zoning Commission after a public hearing found and determined the objectives and requirements of said Section 17-4-29 can and will be met, and,

WHEREAS, the Planning and Zoning Commission has recommended the approval of the Amendment to the Rancho Del Sol 5th Filing, A Special Area Plan; NOW, THEREFORE,

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

SECTION 1.

The Special Area Plan for:

PARCELS A, B, C, D, AND E, RANCHO DEL SOL FIFTH FILING
REARRANGEMENT OF PROPERTY BOUNDARIES, RPB-24-06
CITY AND COUNTY OF PUEBLO, STATE OF COLORADO.

attached hereto, is hereby approved.

SECTION 2.

The Amendment to the Rancho Del Sol 5th Filing, A Special Area Plan is approved without conditions.

SECTION 3.

This Ordinance shall become effective immediately upon final passage and approval.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 24, 2025.

Final adoption of Ordinance by City Council on March 10, 2025.

DocuSigned by:

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President of City Council

Action by the Mayor:

☒ Approved on 3/12/2025 | 1:34 PM MDT.

☐ Disapproved on _____ based on the following objections:

Signed by: 

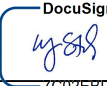
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Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

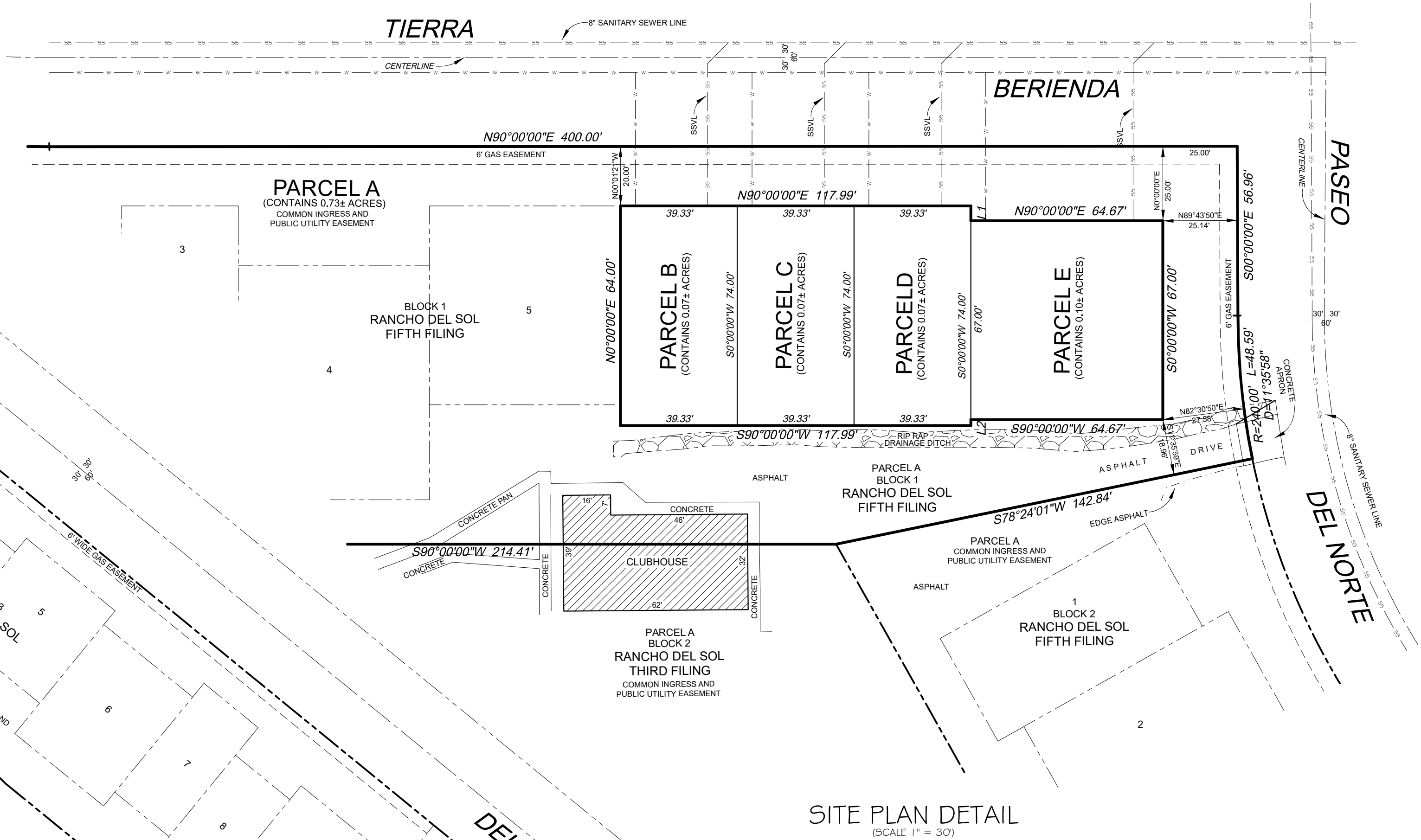
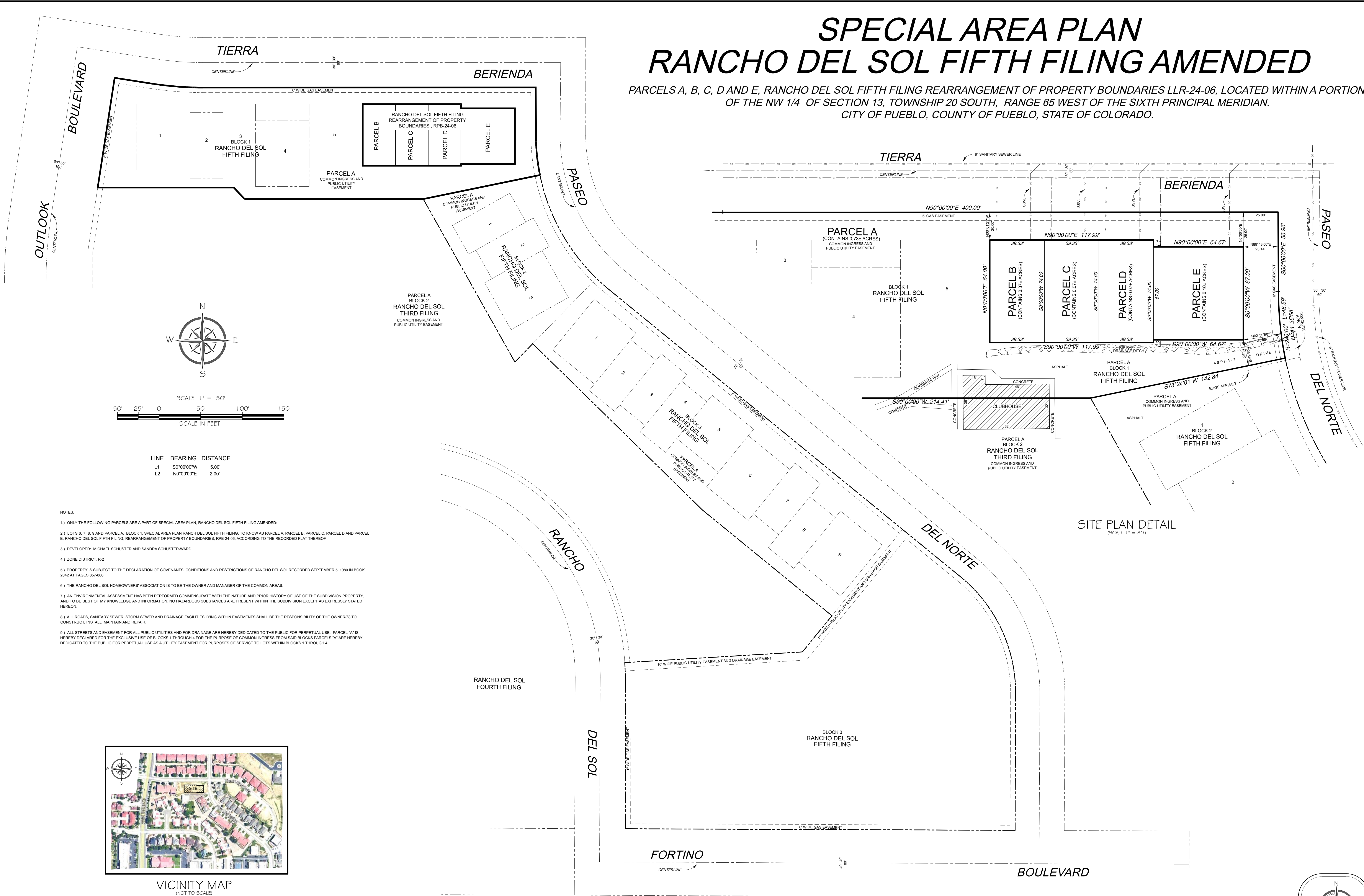
DocuSigned by: 

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City Clerk

SPECIAL AREA PLAN

RANCHO DEL SOL FIFTH FILING AMENDED

PARCELS A, B, C, D AND E, RANCHO DEL SOL FIFTH FILING REARRANGEMENT OF PROPERTY BOUNDARIES LLR-24-06, LOCATED WITHIN A PORTION OF THE NW 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.



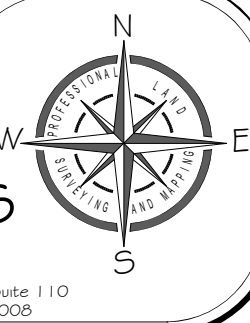
VICINITY MAP
(NOT TO SCALE)

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:
1	12-2-24	CITY COMMENTS RCD 12-2-2024	RGR

SHEET: 1 OF 1
DATE: 10-7-2024
SCALE: 1" = 30'

PROJECT: MIKE SCHUSTER
DESCRIPTION: SAP RANCHO DEL SOL FIFTH FILING AMENDED
(1400 TIERRA BERIENDA, PUEBLO, CO. 81008)
FIELD: SB
JOB NUMBER: 2024-143
DRAWN: RMS
FILE NAME: 2024-143 LLR-SAP
CHECKED: RGR
REF. JOB:

Cardinal Points
Surveying Inc.
4601 Eadsburg Place, Suite 110
Pueblo, Colorado 81008
(719) 253-0874 - (719) 253-0878 fax



MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday December 11, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:33 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Alexandra Aznar, Lisa Bailey, and Cheryl Spinuzzi

Commissioners Absent: Chris Pasternak and 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; Hannah Prinzi, Planner.

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to amend the agenda to move V-23-09 and Z-24-06 to the January 8th, 2025, meeting and approve the agenda as amended, seconded by Spinuzzi

Motion Passed: 5-0

Public Hearings

2. **SAP-24-03 Special Area Plan:** Rancho Del Sol, 5th Filing, A Special Area Plan, to modify lot lines to allow a rearrangement of property boundaries. Staff Report by Wade Broadhead, Senior Planner.

Hearing: Applicant Randy Reeves was sworn in and spoke in support of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the Special Area Plan application to Council, 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: SAP-24-03 Ranch Del Sol Filing No. 5, SAP Amendment

DATE: January 29, 2025

Please place the above referenced submittal on the City Council Agenda.

I have received the mylars for the RPB for this subdivision which was required prior to city council scheduling.

SAP-24-03

To: City of Pueblo, Planning and Zoning Commission

From: Wade Broadhead, Senior Planner

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

Date: December 11, 2024

Subject: Rancho Del Sol 5th Filing, A Special Area Plan

Applicant: Randy Reeves, Cardinal Points

Property Owner: Michael Schuster

Location: Lots 6 through 9, Block 1, Rancho Del Sol 5th Filing Special Area Plan,
1400 to 1406 Tierra Berienda

Existing Zone: R-2, Single Family Residential District

Concurrent

Request(s): RPB-24-06 (Internal City-Staff Approval Process)

REQUEST:

The applicant is requesting approval of a Special Area Plan Amendment for Lots 6 through 9, Block 1, of Rancho Del Sol 5th Filing, which rearranges property lines and building envelopes to avoid a drainage swale and facilitate development of new residential housing. The site is in a Special Area Plan, "Special Area Plan Rancho Del Sol 5th Filing." The amended The Special Area Plan hereto known as "Special Area Plan Rancho Del Sol 5th Filing Amended" was submitted concurrently with a request to rearrange property boundaries (RPB-24-06), which will be reviewed and approved administratively.

ANALYSIS:

Rancho Del Sol 5th filing was platted in 1995 and consists of 22 lots spread across three Blocks and one common Parcel A. The proposed Special Area Plan amendment will affect Lots 6-9, Block 1, and Parcel A, the common ingress/egress and public utility easement. There are no proposed changes to Blocks Two, Block Three, or the exterior boundary of the development site. As platted, the subject lots are staggered, placing the building envelopes in an established drainage swale, making development of the lots extremely challenging. The applicant is requesting permission to bring the front lot lines to the north, closer to the street, moving them out of the drainage swale to facilitate development of five single-family attached structures.

As platted, the subject Lots 6-9 are between 3,107 sq ft and 4,333 sq ft and are staggered, creating the appearance of a variable setback from the back of sidewalk, adjacent to Tierra

Berienda. The proposed rearrangement and SAP amendment will create a uniform 20-foot setback from Tierra Berienda for Lot 5 and the proposed Parcels B, C, and D. Parcel E, located on the corner of Tierra Berienda and Del Norte, is proposed to setback 25-feet from Tierra Berienda and Paseo Del Norte. The proposed lot arrangement will deviate from the established staggered setback pattern; however, this is the most efficient and cost-effective way for the developer to construct homes due to the existing rip rap and drainage swale located south of the lots.

CHARACTER AND COMPATIBILITY:

Site Character:

The site consists of existing homes as well as remaining undeveloped lots in the Rancho Del Sol neighborhood that front Tierra Berienda and are surrounded by single-family homes.

Neighborhood Compatibility:

North	R-2, Single-Family Residential, single-family attached homes
East	R-2U, Single-Family Residential, single-family attached homes
South	R-2, Single-Family Residential, single-family attached homes
West	R-4, Mixed Residential District, single-family homes

ABILITY TO COMPLY WITH PROPOSED ZONE DISTRICT:

Minimum lot size in an R-2 Single-Family Zone District is 5,000 sq. ft. The sizes of the proposed lots range from 3,107 to 4,333 sq. ft. However, Sec 17-4-29 of the Pueblo Municipal Code permits a Special Area Plan to create varied lot sizes if the overall density does not exceed the maximum density set by the Zone District. The proposed lot sizes match the already-existing lots in the adjacent neighborhood, and the shared open space parcel, Parcel A, lowers the overall density, thus the Special Area Plan does not exceed the R-2 overall density maximum. The minimum front yard setback in an R-2 is 25 sq. ft., and the front-yard setbacks in the Special Area Plan exceed the minimum R-2 requirement.

OBJECTIVES AND REQUIREMENTS OF SPECIAL AREA PLANS:

1. If residential, the overall net density of the area so planned, exclusive of the street rights-of-way, shall not be greater than if each individual parcel were built with a lot size conforming to the requirements of the zone district.
 - **Affirmative Finding:** The proposed lot sizes match the already-existing lots in the adjacent neighborhood, and the shared open space parcel, Parcel A, lowers the overall density, thus the Special Area Plan does not exceed the R-2 overall density maximum.
2. The plan shall provide for the use and continuous maintenance of any remaining open space as well as only land common to all properties or controlled by a corporation or homeowners' association composed of all present and future owners of all property within the proposed development and provision is made for the recording of such with each deed. Any land dedicated

to public use and formally accepted by City Council need not be maintained by such corporation or homeowners' association.

- **Affirmative Finding:** The proposed SAP will not alter the maintenance agreements for the common space in Rancho Del Sol, 5th Filing. The proposed SAP has noted that the common space, Parcel A, will be maintained by the homeowner's association. This note was missing from all previous plats and has been rectified with this proposed plat.

3. The plan may provide for exceptions to minimum setback and lot width and depth requirements for each building if such can reasonably be made so that the public health, safety, and general welfare will be protected.

- **Not Applicable:** The proposed SAP allows for 100-percent lot coverage of the individual lots and maintains a minimum 20-foot setback from the Tierra Berienda right of way and a 25-foot setback from the Del Norte right of way.

4. The plan shall provide that all setbacks on the periphery of the area shall not be less than those required for the zone district in which the building complex is located provided, however, that front setback requirements on interior street or service drives may be changed.

- **Affirmative Finding:** No exterior setbacks are being changed.

5. The plan shall be in accordance with the Pueblo Comprehensive Plan and shall provide appropriate conditions and safeguards in harmony with the general purpose and intent of this Title.

- **Affirmative Finding:** The proposed SAP will not change the use or number of units previously approved.

6. The plan shall provide the property with adequate access to transportation; water supply, waste disposal, fire and police protection, and other needed public facilities and services in accordance with the approved subdivision plat.

- **Affirmative Finding:** Utilities are available adjacent to the lots to be developed.

7. The street plan shall be in conformity with the most recently adopted major street plan known as the Pueblo Area Transportation System Plan. The street plan, including interior circulation for the special area plan, shall be designed so that no undue traffic congestion or unnecessary traffic hazards will be created in the special area plan or in any adjoining neighborhood.

- **Affirmative Finding:** Tierra Berienda and Paseo Del Norte are existing and will not be modified by this action.

8. The plan shall provide traffic access ways, interior circulation ways and parking and loading spaces as required for the zone district in which the land is located.

- **Affirmative Finding:** Streets have been dedicated and constructed to allow access to the proposed housing.

9. The plan shall be designed so that there will not be a substantially adverse effect upon the character of the neighborhood or upon adjacent property or property values in the area.

- **Affirmative Finding:** The proposed housing units will resemble the surrounding housing style. This modification will allow the builder to avoid an existing drainage swale.

10. The plan shall incorporate adequate safeguards, including but not limited to screening, fences, and landscaping to protect and maintain harmony with the surrounding area.

- **Affirmative Finding:** The proposed SAP will not modify any existing requirements for screening or fencing.

11. The plan shall provide the development sequence of the land within the plan if development is to be done in phases. Subdivision plats shall be submitted for the land proposed to be developed in the same development.

- **Not Applicable:** The proposed housing development will not be phased.

12. The plan shall provide the location and dimensions of all existing and proposed buildings, structures, rights-of-way, easements, and improvements.

- **Affirmative Finding:** The plan provides the location and dimensions of all existing and proposed buildings, rights of way, easements, and improvements.

RECOMMENDED ACTION:

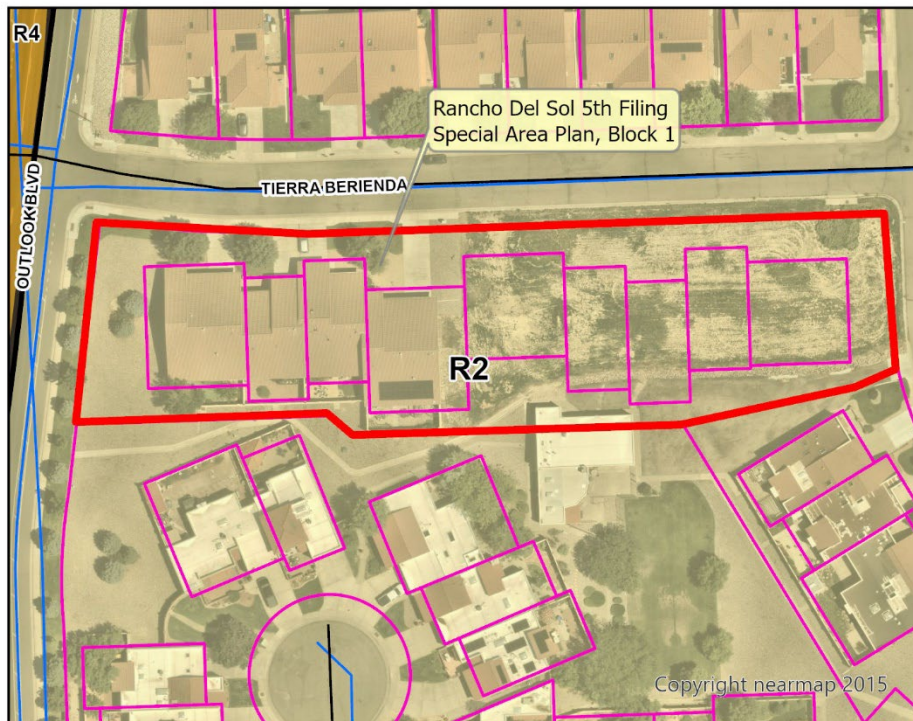
If the Planning and Zoning Commission makes the necessary findings a recommendation to City Council that the requested Special Area Plan be approved is appropriate.

ATTACHMENTS:

- A. Aerial Map
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photographs
- E. Application
- F. Special Area Plan
- G. SRC Memo; December 4, 2024



A. Aerial Map



B. Zoning Map



C. Comprehensive Plan Map



D. Public Notice



Overview of the site looking southeast



View north from rear of the site looking at Tierra Berienda and Paseo Del Norte



View looking west



View of site looking west, drainage swale in foreground

PZ-24-57

Planning & Zoning
Commission

Applications

Status: Active

Submitted On: 10/7/2024

Primary Location

1408 TIERRA BERIENDA
PUEBLO, CO 81008

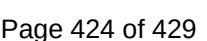
Owner

SCHUSTER
MICHAEL/SCHUSTER WARD SA
815 S TOLSTOI DR PUEBLO
WEST , CO 81007-5056

Applicant

 Randy REEVES
 719-253-0874
 rreeves@4cardinalpoints.net
 4601 Eagleridge Place Suite
110
Pueblo, Colorado 81008

PARCELS A, B, C, D AND E, RANCHO DEL SOL FIFTH FILING REARRANGEMENT OF PROPERTY BOUNDARIES LLR-24-06, LOCATED WITHIN A PORTION OF THE NW 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN.
CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.



Andrew Hayes
Director Public Works
Director
Transportation Department
Steven Meier
Director Parks & Recreation



Scott Hobson
Acting Director Planning &
Community Development
Executive Secretary of
Planning & Zoning
Commission

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: December 4, 2024

Subject: SAP-24-03 Rancho Del Sol 5th Filing, Special Area Plan Amended

SAP-24-03 Rancho Del Sol, 5th Filing Amended The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Special Area Plan be **APPROVED:**

Requests for Modifications to Requirements:	N/A
Request for Deferred Filings:	N/A
Plat Deficiencies:	N/A
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	None

November 26, 2024

The City Planning and Zoning Commission will hold a public hearing on requests from Randy Reeves, Cardinal Points Surveying for the approval of the following application generally located at Tierra Berienda and Outlook Drive.

SAP-24-03: Rancho Del Sol Fifth Filing, A Special Area Plan, to modify lot lines to allow a rearrangement of property boundaries.

The Planning and Zoning Commission meeting will be held on December 11, 2024 at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, 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 contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Wade Broadhead**, Senior Planner
(719) 553-2339

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CASE NUMBER: SAP-24-03

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Rancho DelSol Filing No 5 of the property commonly known as Phase 1 of the Pueblo Country Club Overall Development Plan to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the 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 17-4-29.

11-21-24

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin Mailed By CM

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the special area plan of Rancho DelSol Filing No 5, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

12-3-24 Uploaded

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin Photo taken by Beritt Odom

Owner	OwnerStree	OwnerCity	Owne	OwnerZip
SHELBAER CHARLES R/SHELBAER ANNE F	1417 TIERRA BERIENDA	PUEBLO	CO	81008-1790
BEATTY JOSEPH A	1302 FRANKLIN ST	CENTER POIN	IA	52213-9651
SMITH HARVEY E/SMITH CLAUDIA	2020 BACULITE MESA RD	PUEBLO	CO	81001-2456
SCHUSTER MICHAEL/SCHUSTER WARD SAND	815 S TOLSTOI DR	PUEBLO WE	CO	81007-5056
CAROL BARBARA B	1317 PASEO DEL NORTE	PUEBLO	CO	81008
SLOAN LEONARD GENE	1320 PASEO DEL NORTE	PUEBLO	CO	81008-2023
FORTINO BARBARA J	19 CALLE DEL SOL	PUEBLO	CO	81008-2046
TOWELL JOHN FOSTER III/TOWELL ELIZA	1349 TIERRA BERIENDA	PUEBLO	CO	81008-1790
KINNAIRD FRANK D/KINNAIRD MARTHA L	1409 TIERRA BERIENDA	PUEBLO	CO	81008-1790
TAKAKI ALAN M/TAKAKI SUEYKO	1413 TIERRA BERIENDA	PUEBLO	CO	81008-1790
SMITH HARVEY E/SMITH CLAUDIA	1325 PASEO DEL NORTE	PUEBLO	CO	81008-2181
HOLLIBAUGH MYLBRA	1412 TIERRA BERIENDA	PUEBLO	CO	81008-1789
SCHUSTER MICHAEL/SCHUSTER WARD SAND	815 S TOLSTOI DR	PUEBLO WE	CO	81007-5056
MUNIZ ROBERT E/MUNIZ SHIRLEY A	1315 PASEO DEL NORTE	PUEBLO	CO	81008-2181
HUGGETT CINDY P	1324 PASEO DEL NORTE	PUEBLO	CO	81008-2023
DUNCAN DEMETRIUS O'KEITH	1313 PASEO DEL NORTE	PUEBLO	CO	81008-2181
BIRNER MARJORIE A/BIRNER W FREDERIC	25 CALLE DEL SOL	PUEBLO	CO	81008-2046
ZAMARRIPA PATRICIA LYNN	1347 TIERRA BERIENDA	PUEBLO	CO	81008-1790
FARLEY ALDAG JENNIFER D	1411 TIERRA BERIENDA	PUEBLO	CO	81008-1790
STARMAN NANCY	1415 TIERRA BERIENDA	PUEBLO	CO	81008-1790
SMITH HARVEY E/SMITH CLAUDIA	2020 BACULITE MESA RD	PUEBLO	CO	81001-2456
EWING RONALD L TRUST	1416 TIERRA BERIENDA	PUEBLO	CO	81008-1789
KURTZ CHRISTINE S	1414 TIERRA BERIENDA	PUEBLO	CO	81008-1789
ACOSTA PAMELA A	1322 PASEO DEL NORTE	PUEBLO	CO	81008-2023
SUMMERS PATRICIA JO	23 CALLE DEL SOL	PUEBLO	CO	81008-2047
HARTMAN DAVID A / HARTMAN JANICE K	31 CALLE DEL SOL	PUEBLO	CO	81008-2047
BUSH TONY III / BUSH AMBER M	1316 PASEO DEL NORTE	PUEBLO	CO	81008-2023
TUCKER JOHN K/NARANJO R CHRISTINE	1401 TIERRA BERIENDA	PUEBLO	CO	81008-1790
NARANJO LORRAINE EVA	1403 TIERRA BERIENDA	PUEBLO	CO	81008-1790
HERMAN PEGGY L	1405 TIERRA BERIENDA	PUEBLO	CO	81008-1790
REDMOND KATHARINE M	1407 TIERRA BERIENDA	PUEBLO	CO	81008-1790
DEHEN STEPHEN/DEHEN BEVERLY	1332 TIERRA BERIENDA	PUEBLO	CO	81008-2618
SCHUSTER MICHAEL/SCHUSTER WARD SAND	815 S TOLSTOI DR	PUEBLO WE	CO	81007-5056
LUERS PAUL A	1410 TIERRA BERIENDA	PUEBLO	CO	81008-1789
SALAZAR GERALD E / SALAZAR RAE	1319 PASEO DEL NORTE	PUEBLO	CO	81008-2181
COZZOLINO SAM JR/COZZOLINO MARY KAT	27 CALLE DEL SOL	PUEBLO	CO	81008-2047
MARTINEZ REGGIE M/MARTINEZ BARBARA	29 CALLE DEL SOL	PUEBLO	CO	81008-2047
VELASCO LAWRENCE A/VELASCO SUSAN K	21 CALLE DEL SOL	PUEBLO	CO	81008-2046
TRENT CHARLES/TRENT KERRELYN	1318 PASEO DEL NORTE	PUEBLO	CO	81008-2023
STAPLETON MICHAEL R/STAPLETON SUSAN	1320 AQUILA DR	PUEBLO	CO	81008-2614
GUTIERREZ GEORGE C	1322 AQUILA DR	PUEBLO	CO	81008-2614
BRACCO BLEND A B LIFE EST/BRACCO MEL + BRYCI	1341 TIERRA BERIENDA	PUEBLO	CO	81008-1790
WERTENBERGER EVELYN G	1343 TIERRA BERIENDA	PUEBLO	CO	81008-1790
VALDEZ JOYCE/VALDEZ MANUEL T/VALDEZ + ZAM	20127 AINTREE CT	PARKER	CO	80138-7301
MCCARTHY SUSAN H	1401 RANCHO DEL SOL	PUEBLO	CO	81008-2043
SNELLINGS SHANNON L	1408 AQUILA DR	PUEBLO	CO	81008-2612

RURUP HARRY/RURUP PATRICIA TRUST DA	1410 AQUILA DR	PUEBLO	CO	81008-2612
ACKERMAN DENNIS/ACKERMAN PATRICIA	1412 AQUILA DR	PUEBLO	CO	81008-2612
GODINEZ JUAN PETE/GODINEZ DIANA	1414 AQUILA DR	PUEBLO	CO	81008-2612
HOLLORAN STACY A	1416 AQUILA DR	PUEBLO	CO	81008-2612
SCHUSTER WARD SANDRA / SCHUSTER MIC	1317 RANCHO DEL SOL	PUEBLO	CO	81008-2041
PANEPINTO JOHN A/PANEPINTO REGINA A	1324 AQUILA DR	PUEBLO	CO	81008-2614
ROLEN RICHARD W/ROLEN MARILYN D	1404 AQUILA DR	PUEBLO	CO	81008-2612
FACCHINI MENCIN CHERYL	1418 AQUILA DR	PUEBLO	CO	81008-2612
CROSSON CRAIG E/ CROSSON NANCY L	8648 TIMBERMARSH LN	NORTH CHAI	SC	29420-7504
ANDREWS SANDRA L	1311 RANCHO DEL SOL	PUEBLO	CO	81008-2041
STEFFEN DELBERT DEAN	1402 AQUILA DR	PUEBLO	CO	81008-2612
SHANLEY CYNTHIA S	1406 AQUILA DR	PUEBLO	CO	81008-2612
AUSTIN CARL K / AUSTIN SARA S	1420 AQUILA DR	PUEBLO	CO	81008
RODRIGUES ADAM C / RODRIGUES PATSY	1314 PASEO DEL NORTE	PUEBLO	CO	81008-2023
DELL ANTHONY P	1403 RANCHO DEL SOL	PUEBLO	CO	81008-2043
VEGA CONSTRUCTION LLC	PO BOX 9660	PUEBLO	CO	81008-9409