



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

**MONDAY, MARCH 24, 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 Richie Perko, Pueblo Christian Center

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

E1 Proclamation Presentation: "Week of the Young Child - April 5 - 11, 2025" - Angie Shehorn, Director of Children First

E2 Proclamation Presentation: "Child Abuse Prevention Month - April 2025" - Angie Shehorn, Director of Children First

E3 Recognition Presentation: "Best in Colorado" Award - Greg Pedroza, Director of Aviation, Pueblo Memorial Airport - presented by Colorado Asphalt Pavement Association, Mike Skinner, Director of Engineering & Tom Peterson, Executive Director

F. PUBLIC FORUM

G. COUNCIL MEMBER AND MAYOR COMMENTARY

H. REVIEW AND APPROVAL OF AGENDA

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

I. READING AND APPROVAL OF MINUTES

Motion to dispense with the reading and approve the Minutes of the Regular Meeting dated March 10, 2025, as distributed.

I1 City Council Minutes 03/10/2025

J. PUBLIC HEARINGS

J1 Petition for annexation - area commonly known as The First Addition to Villa Bella Annexation described as 8.018-acres of land generally located northeast of the intersection of Troy Avenue and Rawlings Boulevard

This Public Hearing is held for the purpose of determining and finding whether or not the

area proposed for annexation meets the applicable requirements of the Colorado Revised Statutes §31-12-104 and 105. **Reference Agenda Item M-4 - Resolutions**

Required Council Action: Open Hearing, Receive Staff and Public Testimony regarding the applicable requirements for annexation, Close the Hearing

- J2 Petition for annexation - area commonly known as The Second Addition to Villa Bella Annexation described as 10.094-acres of land generally located northeast of the intersection of Troy Avenue and Rawlings Boulevard

This Public Hearing is held for the purpose of determining and finding whether or not the area proposed for annexation meets the applicable requirements of the Colorado Revised Statutes §31-12-104 and 105. **Reference Agenda Item M-5 - Resolutions**

Required Council Action: Open Hearing, Receive Staff and Public Testimony regarding the applicable requirements for annexation, Close the Hearing

- J3 Petition for annexation - area commonly known as The Third Addition to Villa Bella Annexation described as 79.637-acres of land generally located northeast of the intersection of Troy Avenue and Rawlings Boulevard and adjacent to the Walking Stick Vista Development

This Public Hearing is held for the purpose of determining and finding whether or not the area proposed for annexation meets the applicable requirements of the Colorado Revised Statutes §31-12-104 and 105. **Reference Agenda Item M-6 - Resolutions**

Required Council Action: Open Hearing, Receive Staff and Public Testimony regarding the applicable requirements for annexation, Close the Hearing

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 budgeted and appropriated funds in the amount of \$257,996 from Project Account HUAN01 - Street Resurfacing to Project Account HUAN04 - Vehicles and Equipment-Public Works for the purpose of acquiring a new street sweeper for the Streets Division of the Public Works Department.
- M2 A Resolution authorizing the issuance of a Revocable Permit No. REV-25-4 to Steel City Music Showcase, for the use of the alley between S. Victoria Ave. and S. Union Ave. (commonly referred to as "Neon Alley") starting from the edge of the E. B Street right-of-way and continuing northeasterly along the alley centerline a distance of 125 feet as well as City-owned property designated as Parcel Nos. 05-364-08-002 and 05-364-08-003 to host a music festival event
- M3 A Resolution establishing an approved list of contractors to perform emergency storm sewer point repairs during calendar years 2025 through 2027 and authorizing the

Purchasing Agent to execute the same

- M4 A Resolution approving and adopting findings and determinations concerning the proposed annexation of the area commonly know as The First Addition to Villa Bella Annexation described as 8.018-acres of land generally located northeast of the intersection of Troy Avenue and Rawlings Boulevard
- M5 A Resolution approving and adopting findings and determinations concerning the proposed annexation of the area commonly known as The Second Addition to Villa Bella Annexation described as 10.094-acres of land generally located northeast of the intersection of Troy Avenue and Rawlings Boulevard
- M6 A Resolution approving and adopting findings and determinations concerning the proposed annexation of the area commonly known as The Third Addition to Villa Bella Annexation described as 79.637-acres of land generally located northeast of the intersection of Troy Avenue and Rawlings Boulevard and adjacent to the Walking Stick Vista Development
- M7 A Resolution amending Resolution No. 15609, as subsequently amended by Resolutions 15641, 15651, and 15732, to reallocate funds and to update the finance project account numbers assigned for projects associated with Fire Stations 6, 8, and 11
- M8 A Resolution enacting a policy prohibiting the presence of signs within Council Chambers during meetings of City Council
- M9 A Resolution approving Amendment No. 1 to the Agreement for Professional Architectural Services between the City of Pueblo, a Colorado Municipal Corporation, and Demmon Design Services, Inc, a Registered Colorado Corporation, and authorizing the Purchasing Agent to execute same

N. ORDINANCES – FIRST PRESENTATION

- N1 An Ordinance approving an appropriation agreement in the amount of Seven Hundred Sixty-Nine Thousand Eight Hundred Forty-Seven (\$769,847) Dollars to provide services as outlined in an intergovernmental agreement between The Pueblo Department of Public Health and Environment and The City of Pueblo, a Colorado Municipal Corporation, and authorizing the Mayor to execute same
- N2 An Ordinance vacating a 200 square foot portion of the Abriendo Avenue right-of-way
- N3 An Ordinance approving an amendment to a subrecipient agreement between the City of Pueblo, a Colorado Municipal Corporation, and Pueblo School District No. 60, a political subdivision of the State of Colorado, and authorizing the Mayor to execute same.
- N4 An Ordinance approving a lease between the City of Pueblo, a Colorado Municipal Corporation and iQor US, Inc., a Delaware corporation for the lease of City owned property located at 317 North Main Street, Pueblo, Colorado 81003 and authorizing the Mayor to execute said lease
- N5 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
- N6 An Ordinance transferring \$464,847.70 from the Capital Improvement Fund to the Housing Rehab Fund by way of \$50,000 from Project CI0139 In-Stream Water Rights, \$10,560.88 from Project CI1910 Pueblo Rescue Mission - Homeless Shelter, \$3,066.62 from Project CI2004 Strategic Housing Plan, \$165,000 from Project CI2302 Record Management System - Fire, \$60,000 from Project CI2402 Consolidated Plan, \$38,000 from Project CI2403 Development Study, \$40,000 from Project HS2502 Section 3 Employment Guide,

and \$98,220.20 from Project CI2406 Jan '24 Mayoral Runoff Election to Project HS2480 - Homeless Shelter Operations.

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 April 14, 2025, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

- Q1 A Resolution encouraging a YES vote on ballot item 2A of the May 6, 2025, special election to terminate the City's franchise agreement with Black Hills Colorado Electric, LLC dba Black Hills Energy
- Q2 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to B.I.T.S of Freedom Corp dba Bits of Freedom in the amount of \$2,000 to sponsor the Kentucky Derby Party Fundraiser on May 3, 2025, at Pueblo Diversified Industries
- Q3 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to the ARC of Pueblo in the amount of \$1,000 to sponsor a table at the Golden Tortilla event on Friday, May 2, 2025 at the Pueblo Convention Center
- Q4 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to the Junior League of Pueblo in the amount of \$1,500 to sponsor the Tour a Truck event on Saturday, April 12, 2025 from 10 am - 2 pm in the Carnival Lot of the Colorado State Fairgrounds
- Q5 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to the Pueblo Child Advocacy Center in the amount of \$750 to sponsor the National Child Abuse Prevention Month campaign during the month of April 2025

R. ORDINANCES – FINAL PRESENTATION

- R1 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 1B within the City of Pueblo - *Introduced March 10, 2025 by Councilor Brett Boston*

S. QUASI-JUDICIAL PROCEEDINGS

- S1 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 - *Introduced March 10, 2025 by Councilor Brett Boston*
- S2 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 - *Introduced March 10, 2025 by Councilor Brett Boston*
- S3 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 - *Introduced March 10, 2025 by Councilor Brett Boston*

- S4 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 - *Introduced March 10, 2025 by Councilor Brett Boston*
- S5 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 - *Introduced March 10, 2025 by Councilor Brett Boston*

T. ADJOURN

Proclamation

"Week of the Young Child"

April 5 - 11, 2025

- WHEREAS:** The demand for quality childcare continues to escalate as the number of single parents and married couples who participate in the workforce also increases, and statistics indicate that the percentage of mothers with preschool age children who will join the workforce is increasingly substantial; and
- WHEREAS:** Each day in our community, thousands of working and/or college student parents place their infants and young children -- our nation's most precious resource -- in the hands of childcare and early childhood education providers; and
- WHEREAS:** Early childhood care and education professionals render an invaluable service to families throughout the world and are, as such, responsible for our children's futures, contributing to children's positive, life long, personal, academic and vocational achievements; and
- WHEREAS:** The Pueblo members of the National Association for the Education of Young Children (NAEYC) celebrate this occasion with special activities honoring and acknowledging the vast importance of the services early childhood care and education professionals provide and stressing the need to give our children quality childcare and early childhood education opportunities.

NOW, THEREFORE, WE, the City Council of the City of Pueblo, Colorado, and the Board of County Commissioners of Pueblo, Colorado, by the authority vested in us, do hereby proclaim the week of April 5 – 11, 2025 as the "Week of the Young Child" in the City and County of Pueblo, Colorado, and urge the citizens of this community to join us in expressing our appreciation to all early childhood professionals for their commitment to the care and education of our young children and in honoring these fine professionals everywhere.

IN WITNESS WHEREOF, WE have hereunto set our hands and caused the Seals of the City and County of Pueblo, Colorado, to be affixed this 10th day of April 2025.



Mark Aliff
President of the City Council



Zach Swearingen
Chairman of the County Commissioners



Proclamation

“Child Abuse Prevention Month”

April 2025

WHEREAS: In 2024, 954 child maltreatment assessments were completed in our community; and

WHEREAS: Child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input, action, and collaboration from everyone; and

WHEREAS: Our children are our most valuable resources and will shape the future of Pueblo; and

WHEREAS: Child abuse can have long-term psychological, emotional and physical impacts; and

WHEREAS: Effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals, education, medical, mental health, community and faith-based organizations, businesses, law enforcement agencies, and families; and

WHEREAS: We must work together as a community to increase awareness about child abuse and contribute to the social and emotional well-being of children; and

WHEREAS: Prevention remains the best defense for our children and families.

NOW, THEREFORE, WE, the City Council of the City of Pueblo, Colorado, by the authority vested in us, do hereby proclaim April 2025 as **“CHILD ABUSE PREVENTION MONTH”** in the City of Pueblo, Colorado, and urge all citizens to support efforts to end child abuse in our community.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Pueblo, Colorado, to be affixed this 24th day of March 2025.

A blue ink signature of Mark Aliff, written in a cursive style, positioned above a horizontal line.

Mark Aliff
President of the City Council



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, MARCH 10, 2025 - 7:00 PM
MINUTES**

A. CALL TO ORDER

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

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

Council Members Present via Zoom: None.

Council Members Absent: None.

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

E. SPECIAL RECOGNITIONS

E1 PROCLAMATION PRESENTATION: "PUEBLO FLAG DAY - MARCH 22, 2025" - SARAH MIZE, 2023 LEADERSHIP PUEBLO CLASS

F. PUBLIC FORUM

- Aubree Adams - Prop 122
- Elvis Martinez - HB25-1237 1 SUP
- Betty A. Finley - Safety for the neighborhood
- George Koncilja - Annex
- Ken Danti - Energy
- Augustine Garcia - Public Safety

G. COUNCIL MEMBER AND MAYOR COMMENTARY

Mayor Graham discussed the town halls she and President Aliff will be holding regarding the Black Hills election; staff will be presenting to the County Commissioners tomorrow. The Shelter RFP will be coming back next week; there have been several applications already; the shelter

has been funded without touching the reserves through the end of 2025.

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

H. REVIEW OF AGENDA

I. APPROVAL OF AGENDA

J. READING AND APPROVAL OF MINUTES

J1 CITY COUNCIL MINUTES FEBRUARY 24, 2025

J2 SPECIAL CITY COUNCIL MINUTES MARCH 03, 2025

K. CONSENT AGENDA

L. COMMUNICATIONS

M. RESOLUTIONS

M1 A RESOLUTION AUTHORIZIING 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.

This Resolution was assigned as 15925.

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

This Resolution was assigned as 15926.

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

This Resolution was assigned as 15927.

- 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**

This Resolution was assigned as 15928.

- 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**

This Resolution was assigned as 15929.

- 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**

This Resolution was assigned as 15930.

- 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**

This Resolution was assigned as 15931.

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

Councilor Boston, seconded by Councilor Latino, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for March 24, 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

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

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

PUBLIC HEARING:

- Ted Freeman 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:** Councilor Boston, Councilor Flores, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** President Aliff, Councilor Gomez. Motion Passed 5-2.

This Ordinance was assigned as **10913.**

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

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

PUBLIC HEARING:

- Ted Freeman appeared in person to speak in favor of this ordinance
- Sam Hernandez appeared in person to speak in favor of this ordinance
- JJ McCrainey appeared in person to speak in favor of this ordinance
- Tina Delgross appeared in person to speak in favor of this ordinance
- Elvis Martinez appeared in person to speak against this ordinance
- Betty Finley appeared in person to speak against this ordinance
- George Koncilja 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 Flores, moved to approve the Ordinance on final presentation.

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

This Ordinance was assigned as **10914.**

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

A staff report and detailed review of the Ordinance was given by Steven Meier, Director of Parks & Recreation.

PUBLIC HEARING:

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

Councilor Boston, seconded by Councilor Maestri, 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 **10915**.

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

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

PUBLIC HEARING:

- Chayla Luhan appeared in person to speak against this ordinance
- Haley Cartigo appeared in person to speak against this ordinance
- Elvis Martinez appeared in person to speak against this ordinance
- JJ McCrainey appeared in person to speak against this ordinance
- Diane Danti 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. **Nays:** Councilor Flores, Councilor Martinez. Motion Passed 5-2.

This Ordinance was assigned as **10916**.

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.

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
- Haley Cartigo appeared in person to speak against this ordinance
- Chayla Luhan 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 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 10917.

S. QUASI-JUDICIAL PROCEEDINGS

S1 AN ORDINANCE APPROVING A SPECIAL AREA PLAN AMENDMENT FOR THE RANCHO DEL SOL 5TH FILING, A SPECIAL AREA PLAN

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 #SAP-24-03 dated December 11, 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 10918.

T. ADJOURN

President Aliff adjourned the meeting at 10:32 p.m.

Respectfully submitted,



Marisa Stoller
City Clerk



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 24, 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 TRANSFER OF BUDGETED AND APPROPRIATED FUNDS IN THE AMOUNT OF \$257,996 FROM PROJECT ACCOUNT HUAN01 - STREET RESURFACING TO PROJECT ACCOUNT HUAN04 - VEHICLES AND EQUIPMENT-PUBLIC WORKS FOR THE PURPOSE OF ACQUIRING A NEW STREET SWEEPER FOR THE STREETS DIVISION OF THE PUBLIC WORKS DEPARTMENT.

SUMMARY:

This resolution approves the transfer of previously budgeted and appropriated funds in the amount of \$257,996.00 from Project Account HUAN01 - Street Resurfacing to Project Account HUAN04 - Vehicles and Equipment-Public Works; for the purpose of acquiring a new street sweeper in the amount of \$355,996 for the Streets Division of the Public Works Department.

PREVIOUS COUNCIL ACTION:

On April 11, 2022, City Council authorized 15 Governmental Services Projects under Resolution No. 14854 in an amount not to exceed \$6,580,000 from Project Account CI2113. One of these projects was the purchase of an electric sweeper for the Public Works Department.

On December 27, 2022, by Resolution No. 15100, City Council approved an amendment to the list of governmental service projects that had been identified in Resolution No. 14854 and the funding allocation between said projects. This amendment reallocated funds originally intended for the purchase of a street sweeper for the Public Works Department to other equipment based on bids received and updated cost estimates.

BACKGROUND:

The City currently has four Pelican street sweepers and one Broom Bear street sweeper in its inventory. One of the Pelican sweepers (#110) is far beyond its useful service life and requires replacement as soon as possible. Three of the four remaining sweepers are generally operable at any given time, but deadline (downtime) frequencies and maintenance/repair costs have been increasing sharply in recent years to keep the sweepers on the road. The Public Works Department needs to begin recapitalizing its sweeper fleet and currently has \$98,351.33 available in an equipment purchase account and will need to transfer \$257,996.00 from another road maintenance account in order to purchase a replacement Broom Bear sweeper. The Fleet Maintenance Department will be auctioning excess equipment, including the inoperable Pelican sweeper, in the coming weeks.

FINANCIAL IMPLICATIONS:

Transferring these funds as described herein will ensure there are appropriate funds available in Project Account HUAN04 - Vehicles and Equipment - Public Works, ensuring that payments may be made from the appropriate account.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this resolution.

STAKEHOLDER PROCESS:

Not applicable to this resolution.

ALTERNATIVES:

If this resolution is not approved by the City Council, the required funds will not be allocated to Project Account HUAN04 - Vehicles and Equipment-Public Works.

RECOMMENDATION:

Approval of the resolution.

ATTACHMENTS:

1. Broom Bear Sourcewell Proposal

RESOLUTION NO. 15932

A RESOLUTION AUTHORIZING THE TRANSFER OF BUDGETED AND APPROPRIATED FUNDS IN THE AMOUNT OF \$257,996 FROM PROJECT ACCOUNT HUAN01 - STREET RESURFACING TO PROJECT ACCOUNT HUAN04 - VEHICLES AND EQUIPMENT-PUBLIC WORKS FOR THE PURPOSE OF ACQUIRING A NEW STREET SWEEPER FOR THE STREETS DIVISION OF THE PUBLIC WORKS DEPARTMENT.

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The transfer of previously budgeted and appropriated funds in the amount of \$257,996.00 from Project Account HUAN01 - Street Resurfacing to Project Account to HUAN04 - Vehicles and Equipment-Public Works is hereby approved.

SECTION 2.

Funds in the amount of \$355,996.00 shall be paid from Project Account HUAN04 - Vehicles and Equipment-Public Works for the purpose of acquiring a new street sweeper for the Streets Division of the Public Works Department.

SECTION 3

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 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 24, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



Subsidiary of Federal Signal Corporation

Presents a

Proposal Summary

BroomBear®

Powerful. Proven.

Single-Engine Mechanical Sweeper.

For

City of Pueblo, CO



Phil Grako

Regional Sales Manager

Joe Johnson Equipment LLC

13575 E 37th Ave, Denver, CO 80239

Cell 970.975.1947

pgrako@jjeusa.com | www.jjeusa.com



Subsidiary of Federal Signal Corporation

Chassis:

- 2025 Freightliner Plus M2-106 Dual Steer Chassis
- Cummins L9 260 HP @ 2200 RPM, 6 Cylinder Diesel Engine
- Allison 3500RDS 6-speed Automatic Transmission
- 10,000 lbs. Front Axle with 12,000 lbs springs
- Two Speed Rear Axle 23,000 lbs
- 26,000 lbs GVWR
- High Back Air Suspension Driver and Passenger Seats w/ Mechanical Lumbar and Integrated Cushion Extensions
- Heated mirrors
- AM/FM/WB Radio with SiriusXM, Bluetooth, iPod interface, USB, Aux Input
- Electronic Back-Up Alarm
- Cruise Control
- Air Conditioner
- LED Stop/Tail/Turn/Rear ID/Clearance Lights
- Daytime Running Lights
- Single rear/single hopper LED Beacon w/Guard
- Single Cab LED Beacon

Body:

- 2025 Elgin Broom Bear 4M
- 4 Wheel Mechanical Sweeper
- RL & LH Dual Brooms, 120" Sweep Path
- 4.5 Cubic Yard Hopper
- 360 Gallon Water Tank
- Hopper Full Indicator
- Hopper Up Alarm
- Wide Front Spray Bar
- Air Purge
- Hydraulic Oil Temperature Display
- Water Side Broom Function Control
- PM10 Dust Suppression
- Right & Left Hand Gutter Broom Tilt
- Variable Speed Elevator, Conveyor and Sidebroom Reverse
- 25' Water Fill Hose
- Triangle Reflective Flares
- Main Broom replaced with Strip Broom



**Joe Johnson
Equipment**

Subsidiary of Federal Signal Corporation

Pricing :

Sourcewell Contact# 093021-ELG Total:

\$355,996.00

Price indicated includes approved Special Request
Price valid for 10 Days from date of 2/14/2025
Subject to availability

Product Model: BroomBear
Proposal Date: 2/14/2025
Quote Number: U005573

QTY: 1

Customer Initials _____

Proposal Notes:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by ELGIN prior to submittal of customer purchase order.
3. All prices quoted are in US Dollars unless otherwise noted.
4. This proposal incorporates, and is subject to, Elgin's standard terms and conditions attached hereto and made a part hereof.

Signed By:

Date:

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by ELGIN SWEEPER COMPANY ("ESCO" or the "Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating instructions. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

Exclusive Remedy. Should any warranted product fail during the warranty period, ESCO will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ESCO. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

The ESCO Limited Warranty shall not apply to (and ESCO shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, brooms, oils, fluids, filters, broom wire, shoe runners, rubber deflectors and suction hoses.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ESCO.
5. Repairs, modifications or alterations without the express written consent of ESCO, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by ESCO may invalidate this warranty. ESCO reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make ESCO liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of ESCO. For the avoidance of doubt, ESCO shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. ESCO makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of ESCO in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

ESCO reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

ELGIN SWEEPER COMPANY
1300 W. Bartlett Road
Elgin, Illinois 60120



11-20-2007

TERMS AND CONDITIONS

ORDERS: All orders are subject to acceptance by Elgin Sweeper, Inc. (hereafter referred to as Elgin). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Elgin's Management.

PRICES: All orders are subject to current prices in effect at the time of order acknowledgment. F.O.B. Point: Unless otherwise stated, all prices listed are F.O.B. factory. Elgin reserves the right to increase the order price set forth in this Proposal Summary at any time before delivery to Buyer to reflect any increase in Elgin's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of Elgin. Elgin shall provide Buyer with prompt electronic notice of any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase.

PAYMENT TERMS: The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Elgin receives full payment, Elgin shall maintain a purchase money security interest in the product.

CANCELLATION: Orders cannot be canceled except upon terms that will compensate Elgin for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

SHIPMENT: All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Elgin to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Elgin shall be liable only for ordinary care of the property.

STORAGE CHARGES: Elgin shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Elgin is at the customer's or other party's risk. Elgin is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any caused beyond its reasonable control.

PERFORMANCE: Elgin shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

EXPERIMENTAL WORK: Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

SKETCHES, ENGINEERING DRAWINGS, MODELS, and all preparatory work created or furnished by Elgin, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Elgin.

TAXES: Buyer's final cost shall include all applicable sales and use taxes, including all sales and use taxes attributable to any changes made to Buyer's initial order placed hereunder or to any changes to applicable sales and use tax laws. However, Elgin Manufacturing, Inc. shall be responsible for Federal Excise Tax(F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Elgin will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Elgin.

PRODUCT IMPROVEMENTS: Elgin reserves the right to change manufacturing specifications and procedures in accordance with its product improvement policy.

MOUNTING PRICES: Mounting prices assume normally factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

WARRANTY: Elgin warrants its products to be free from defects in material and workmanship for a period of 12 months, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MECHANABILITY.

IT IS UNDERSTOOD AND AGREED THE ELGIN'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL ELGIN BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING ELGIN'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

ELGIN'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT ELGIN'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY.

CHOICE OF LAW: These Terms and Conditions shall be construed according to the laws of the State of Illinois. Failure at any time by Elgin to exercise any of its rights under this agreement shall not constitute a waiver-thereof nor prejudice Elgin's right to enforce it thereafter.

COMPLETE AGREEMENT: These terms and conditions, contain the complete and final agreement between the parties hereto and no other agreement in any way modifying any of these terms and conditions will be binding on Elgin unless in writing and agreed to by an authorized representative of Elgin. All proposed terms included in Buyer's purchase order or other standard contracting documents are expressly rejected.

I agree with the above terms and conditions:

Signed By: _____

Date: _____



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 24, 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 NO. REV-25-4 TO STEEL CITY MUSIC SHOWCASE, FOR THE USE OF THE ALLEY BETWEEN S. VICTORIA AVE. AND S. UNION AVE. (COMMONLY REFERRED TO AS "NEON ALLEY") STARTING FROM THE EDGE OF THE E. B STREET RIGHT-OF-WAY AND CONTINUING NORTHEASTERLY ALONG THE ALLEY CENTERLINE A DISTANCE OF 125 FEET AS WELL AS CITY-OWNED PROPERTY DESIGNATED AS PARCEL NOS. 05-364-08-002 AND 05-364-08-003 TO HOST A MUSIC FESTIVAL EVENT

SUMMARY:

This Resolution approves the issuance of a Revocable Permit REV-25-4 to Steel City Music Showcase, for the use of the alley between S. Victoria Ave. and S. Union Ave. (commonly referred to as "Neon Alley") starting from the edge of the E. B Street right-of-way and continuing northeasterly along the alley centerline a distance of 125 feet as well as City-owned property designated as Parcel Nos. 05-364-08-002 and 05-364-08-003 from April 11, 2025, at 9:00 a.m. to April 13, 2025, at 5:00 p.m.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Fuel & Iron Master Tenant, LLC, has submitted a revocable permit application (REV-23-49) requesting to reserve the parking spaces along B Street at the corner of B Street and S. Union Avenue to park a mobile axe-throwing trailer on January 27, 2024, from 9:00 a.m. through 9:00 p.m. as part of their Winter Beer Festival event.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will preclude the applicant from using the alley between S. Victoria Ave. and S. Union Ave. (commonly referred to as "Neon Alley") starting from the edge of the E. B Street right-of-way and continuing northeasterly along the alley centerline a distance of 125 feet as well as City-owned property designated as Parcel Nos. 05-364-08-002 and 05-364-08-003 to host a music festival event.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. REV 25-4

RESOLUTION NO. 15933

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT NO. REV-25-4 TO STEEL CITY MUSIC SHOWCASE, FOR THE USE OF THE ALLEY BETWEEN S. VICTORIA AVE. AND S. UNION AVE. (COMMONLY REFERRED TO AS "NEON ALLEY") STARTING FROM THE EDGE OF THE E. B STREET RIGHT-OF-WAY AND CONTINUING NORTHEASTERLY ALONG THE ALLEY CENTERLINE A DISTANCE OF 125 FEET AS WELL AS CITY-OWNED PROPERTY DESIGNATED AS PARCEL NOS. 05-364-08-002 AND 05-364-08-003 TO HOST A MUSIC FESTIVAL EVENT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit REV-25-4 to Steel City Music Showcase, for the use of the alley between S. Victoria Ave. and S. Union Ave. (commonly referred to as "Neon Alley") starting from the edge of the E. B Street right-of-way and continuing northeasterly along the alley centerline a distance of 125 feet as well as City-owned property designated as Parcel Nos. 05-364-08-002 and 05-364-08-003REV-23-49 to host a music festival event.

SECTION 2.

The use of the public right-of-way granted hereby is subject to all limitations, terms, and conditions set forth in the attached Revocable Permit (REV-25-4).

SECTION 3.

The staff and 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 24, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
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: **Steel City Music Showcase 400 S. Union Ave. Pueblo, CO 81003 (720) 480-4502 1 City Hall Place; Pueblo, CO 81003**
2. Permitted Area: **Alley between S. Victoria Ave. and S. Union Ave. (commonly referred to as "Neon Alley") starting from the edge of the E. B Street right-of-way and continuing northeasterly along the alley centerline a distance of 125 feet as well as City-owned property designated as Parcel Nos. 05-364-08-002 and 05-364-08-003, respectively.**
3. Purpose of Revocable Permit: **Closure of the permitted area to host a music festival event.**
4. Commencement Date: **April 11, 2025 Time: 9:00 a.m.**
5. Ending Date: **April 13, 2025 Time: 5:00 p.m.**

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

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

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

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

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

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

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

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

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

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

Signed in Pueblo, Colorado this 12th day of March, 2025.

PERMITTEE:

Organization or

Individual:

By:

Title:

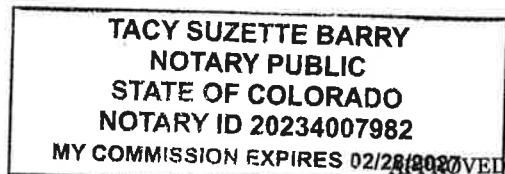
Steel City Music Showcase
Nathan Steff
Festival Director / Secretary

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 12th day of March, 2025 by
Nathan Steff as Festival Director

My commission expires: _____



Tacy Suzette Barry
Notary Public

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

By _____

Heather Graham, Mayor



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 24, 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 ESTABLISHING AN APPROVED LIST OF CONTRACTORS TO PERFORM EMERGENCY STORM SEWER POINT REPAIRS DURING CALENDAR YEARS 2025 THROUGH 2027 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

SUMMARY:

This Resolution will establish an approved list of contractors to perform emergency storm sewer point repairs during calendar years 2025 through 2027.

PREVIOUS COUNCIL ACTION:

City Council has historically established such lists for this purpose with the most recent list approved for calendar years 2023 and 2026.

BACKGROUND:

The City of Pueblo owns and operates a storm sewer system for the purpose of conveying stormwater to outfall to rivers and creeks. Portions of the storm sewer system are more than 100 years old and were constructed using clay tile, corrugated metal, and brick. From time to time, the City discovers broken pipes or obstructions in pipes that cannot be cleared. In such emergency cases, point repairs must be made in an expeditious manner by excavating and replacing the damaged storm sewer pipes.

Storm sewer problems requiring point repairs are most often discovered when residents report problems such as sinkholes and storm sewer backups. It is often not possible to anticipate when and where point repairs will be needed. Between the time that the problem occurs and the time it is repaired, the public and nearby properties may be at risk of health and safety issues, along with property damage due to flooding. It is in the best interest of the community that storm sewer point repairs be completed as rapidly as possible after discovery.

The City of Pueblo normally requires competitive bids for construction projects in order

to assure that costs are controlled. The City also has provisions that allow the Mayor to approve emergency construction projects without bidding and without prior City Council approval. This Resolution, authorizing contracts from 2025 through 2027 Storm Sewer Point Repair will provide both competitive bid cost controls and rapid response capability by establishing a list of qualified contractors who have provided a list of unit prices.

The Purchasing Department solicited unit cost competitive bids from contractors for various elements of storm sewer point repair, including per-linear-foot pipe replacement costs for differing pipe sizes and depths, unit costs for manholes, unit costs for curb-and-gutter repair, and mobilization costs. Four bids were received, and three bids were found to be responsible. A bid summary sheet is attached. The three responsive bidders form a list of qualified contractors to whom point repair projects can be offered.

When a point repair project arises, Stormwater Department staff will evaluate the repairs needed, determine the unit quantities for the work required and determine which of the qualified vendors would be able to complete the repairs at the lowest cost by using the unit prices provided by each vendor in their bid. The point repair will then be offered to the vendor providing the lowest cost. The vendor will be required to sign a standard City construction contract for each project. The project will then proceed immediately without further Council action until after the project is complete.

FINANCIAL IMPLICATIONS:

Funding for this project will come from the “Stormwater Point Repairs and Pipe Cleaning” capital project budget funded by the Stormwater Utility. Funding is available and has been budgeted, appropriated, and allocated to Project No. 25-012 (SWAN03).

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Alternative No. 1 – No Action

Under this alternative, the City would not create an approved list of contractors to make repairs to the existing storm sewer system if and when emergencies occur. The risk of flooding due to storm sewer overflows and backups increases, which potentially causes property damage and public safety issues.

Alternative No. 2 – Place Mains on the Rehabilitation List

Under this alternative, the City would make no immediate improvements and would not create an approved list of contractors for emergency repairs. Any emergency problem areas would be placed on a rehabilitation list and prioritized by the level of importance. This alternative would significantly increase the time it takes to repair the damaged system and there would still be a risk of property damage and public safety issues due to flooding until the system is repaired.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-012 Bid Summary

RESOLUTION NO. 15934

A RESOLUTION ESTABLISHING AN APPROVED LIST OF CONTRACTORS TO PERFORM EMERGENCY STORM SEWER POINT REPAIRS DURING CALENDAR YEARS 2025 THROUGH 2027 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

WHEREAS, proposals for performing storm sewer point repairs under Project No. 25-012 have been received and examined, and;

WHEREAS, the proposals from Miller Pipeline, LLC an Indiana Limited Liability Company authorized to do business in the State of Colorado, Parker Excavating, Inc. a Colorado Corporation, and Russ Grading and Excavating LLC a Colorado Limited Liability Company, (collectively the "Approved List") have been determined to be responsive; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Subject to an unexpended balance of appropriations therefore and approval of the Mayor, Council hereby authorizes the awarding of contracts for effecting emergency storm sewer point repairs to the lowest bidder on the Approved List as determined by unit prices for elements of construction submitted by responsive bidders under Project No. 25-012 and based on the requirements and unit quantities of each repair project as may arise. Any such contract shall be awarded to the lowest bidder in the required amount at the time of each project.

SECTION 2.

Funds for Project 25-012 (SWAN03) shall be from the "Stormwater Point Repairs and Pipe Cleaning" capital project budget funded by the Stormwater Utility Enterprise.

SECTION 3.

The Purchasing Agent is hereby authorized to execute said contract on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest the same. Any such contract shall be submitted to the City Council for ratification and approval.

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.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 24, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

EVALUATION TABULATION
IFB No. 25-012
2025-2027 Emergency Storm Sewer Point Repair
RESPONSE DEADLINE: February 26, 2025 at 10:00 am
Report Generated: Wednesday, February 26, 2025

PRICING TABLE

Table 1				Ability Design Build LLC	Miller Pipeline, LLC.	Parker Excavating, Inc.	Russ Grading & Excavating LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	Remove Existing Pipe and Replace w/12" Reinforced Concrete Pipe Less than 8' Deep	1-20	LF	\$1,500.00	\$313.00	\$267.50	\$280.00
2	Remove Existing Pipe and Replace w/12" Reinforced Concrete Pipe Less than 8' Deep	21-100	LF	\$1,400.00	\$262.00	\$237.50	\$265.00
3	Remove Existing Pipe and Replace w/12" Reinforced Concrete Pipe Less than 8' Deep	>100	LF	\$1,300.00	\$219.00	\$219.65	\$255.00
4	Remove Existing Pipe and Replace w/12" Reinforced Concrete Pipe Greater than 8' Deep	1-20	LF	\$1,700.00	\$351.00	\$297.50	\$295.00
5	Remove Existing Pipe and Replace w/12" Reinforced Concrete Pipe Greater than 8' Deep	21-100	LF	\$1,600.00	\$287.00	\$266.00	\$280.00
6	Remove Existing Pipe and Replace w/12" Reinforced Concrete Pipe Greater than 8' Deep	>100	LF	\$1,500.00	\$237.00	\$247.00	\$270.00
7	Remove Existing Pipe and Replace w/15" Reinforced Concrete Pipe Less than 8' Deep	1-20	LF	\$1,800.00	\$322.00	\$275.00	\$280.00
8	Remove Existing Pipe and Replace w/15" Reinforced Concrete Pipe Less than 8' Deep	21-100	LF	\$1,700.00	\$269.00	\$249.00	\$265.00
9	Remove Existing Pipe and Replace w/15" Reinforced Concrete Pipe Less than 8' Deep	>100	LF	\$1,600.00	\$226.00	\$236.00	\$255.00

EVALUATION TABULATION

IFB No. 25-012

2025-2027 Emergency Storm Sewer Point Repair

Table 1				Ability Design Build LLC	Miller Pipeline, LLC.	Parker Excavating, Inc.	Russ Grading & Excavating LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost
10	Remove Existing Pipe and Replace w/15" Reinforced Concrete Pipe Greater than 8' Deep	1-20	LF	\$1,900.00	\$360.00	\$305.00	\$295.00
11	Remove Existing Pipe and Replace w/15" Reinforced Concrete Pipe Greater than 8' Deep	21-100	LF	\$1,800.00	\$294.00	\$273.00	\$280.00
12	Remove Existing Pipe and Replace w/15" Reinforced Concrete Pipe Greater than 8' Deep	>100	LF	\$1,700.00	\$244.00	\$255.00	\$270.00
13	Remove Existing Pipe and Replace w/18" Reinforced Concrete Pipe Less than 8' Deep	1-20	LF	\$1,900.00	\$339.00	\$290.00	\$295.00
14	Remove Existing Pipe and Replace w/18" Reinforced Concrete Pipe Less than 8' Deep	21-100	LF	\$1,800.00	\$282.00	\$259.00	\$280.00
15	Remove Existing Pipe and Replace w/18" Reinforced Concrete Pipe Less than 8' Deep	>100	LF	\$1,700.00	\$238.00	\$241.00	\$270.00
16	Remove Existing Pipe and Replace w/18" Reinforced Concrete Pipe Greater than 8' Deep	1-20	LF	\$2,000.00	\$377.00	\$320.00	\$305.00
17	Remove Existing Pipe and Replace w/18" Reinforced Concrete Pipe Greater than 8' Deep	21-100	LF	\$1,800.00	\$307.00	\$276.00	\$290.00
18	Remove Existing Pipe and Replace w/18" Reinforced Concrete Pipe Greater than 8' Deep	>100	LF	\$1,700.00	\$255.00	\$267.00	\$280.00
19	Remove Existing Pipe and Replace w/24" Reinforced Concrete Pipe Less than 8' Deep	1-20	LF	\$2,100.00	\$427.00	\$305.00	\$330.00
20	Remove Existing Pipe and Replace w/24" Reinforced Concrete Pipe Less than 8' Deep	21-100	LF	\$2,000.00	\$349.00	\$274.00	\$315.00
21	Remove Existing Pipe and Replace w/24" Reinforced Concrete Pipe Less than 8' Deep	>100	LF	\$1,900.00	\$295.00	\$254.00	\$305.00
22	Remove Existing Pipe and Replace w/24" Reinforced Concrete Pipe Greater than 8' Deep	1-20	LF	\$2,200.00	\$467.00	\$335.00	\$355.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - 2025-2027 Emergency Storm Sewer Point Repair

Page 2

EVALUATION TABULATION

IFB No. 25-012

2025-2027 Emergency Storm Sewer Point Repair

Table 1				Ability Design Build LLC	Miller Pipeline, LLC.	Parker Excavating, Inc.	Russ Grading & Excavating LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost
23	Remove Existing Pipe and Replace w/24" Reinforced Concrete Pipe Greater than 8' Deep	21-100	LF	\$2,100.00	\$379.00	\$302.50	\$340.00
24	Remove Existing Pipe and Replace w/24" Reinforced Concrete Pipe Greater than 8' Deep	>100	LF	\$2,000.00	\$315.00	\$282.00	\$330.00
25	Remove Existing Pipe and Replace w/30" Reinforced Concrete Pipe Less than 8' Deep	1-20	LF	\$2,300.00	\$486.00	\$315.00	\$408.00
26	Remove Existing Pipe and Replace w/30" Reinforced Concrete Pipe Less than 8' Deep	21-100	LF	\$2,200.00	\$392.00	\$284.00	\$393.00
27	Remove Existing Pipe and Replace w/30" Reinforced Concrete Pipe Less than 8' Deep	>100	LF	\$2,100.00	\$329.00	\$263.00	\$383.00
28	Remove Existing Pipe and Replace w/30" Reinforced Concrete Pipe Greater than 8' Deep	1-20	LF	\$2,400.00	\$526.00	\$330.00	\$430.00
29	Remove Existing Pipe and Replace w/30" Reinforced Concrete Pipe Greater than 8' Deep	21-100	LF	\$2,300.00	\$419.00	\$312.00	\$415.00
30	Remove Existing Pipe and Replace w/30" Reinforced Concrete Pipe Greater than 8' Deep	>100	LF	\$2,200.00	\$353.00	\$291.00	\$405.00
31	Remove Existing Pipe and Replace w/36" Reinforced Concrete Pipe Less than 8' Deep	1-20	LF	\$2,500.00	\$554.00	\$338.00	\$405.00
32	Remove Existing Pipe and Replace w/36" Reinforced Concrete Pipe Less than 8' Deep	21-100	LF	\$2,400.00	\$442.00	\$293.00	\$390.00
33	Remove Existing Pipe and Replace w/36" Reinforced Concrete Pipe Less than 8' Deep	>100	LF	\$2,300.00	\$378.00	\$285.00	\$380.00
34	Remove Existing Pipe and Replace w/36" Reinforced Concrete Pipe Greater than 8' Deep	1-20	LF	\$2,600.00	\$594.00	\$370.00	\$430.00
35	Remove Existing Pipe and Replace w/36" Reinforced Concrete Pipe Greater than 8' Deep	21-100	LF	\$2,500.00	\$472.00	\$336.00	\$415.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - 2025-2027 Emergency Storm Sewer Point Repair

Page 3

EVALUATION TABULATION

IFB No. 25-012

2025-2027 Emergency Storm Sewer Point Repair

Table 1				Ability Design Build LLC	Miller Pipeline, LLC.	Parker Excavating, Inc.	Russ Grading & Excavating LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost
36	Remove Existing Pipe and Replace w/36" Reinforced Concrete Pipe Greater than 8' Deep	>100	LF	\$2,400.00	\$398.00	\$314.00	\$405.00
37	Remove Existing Pipe and Replace w/42" Reinforced Concrete Pipe Less than 8' Deep	1-20	LF	\$2,600.00	\$659.00	\$360.00	\$500.00
38	Remove Existing Pipe and Replace w/42" Reinforced Concrete Pipe Less than 8' Deep	21-100	LF	\$2,500.00	\$522.00	\$327.00	\$485.00
39	Remove Existing Pipe and Replace w/42" Reinforced Concrete Pipe Less than 8' Deep	>100	LF	\$2,400.00	\$443.00	\$305.00	\$475.00
40	Remove Existing Pipe and Replace w/42" Reinforced Concrete Pipe Greater than 8' Deep	1-20	LF	\$2,700.00	\$704.00	\$408.00	\$505.00
41	Remove Existing Pipe and Replace w/42" Reinforced Concrete Pipe Greater than 8' Deep	21-100	LF	\$2,600.00	\$555.00	\$357.00	\$490.00
42	Remove Existing Pipe and Replace w/42" Reinforced Concrete Pipe Greater than 8' Deep	>100	LF	\$2,500.00	\$466.00	\$349.00	\$480.00
43	Remove Existing Pipe and Replace w/48" Reinforced Concrete Pipe Less than 8' Deep	1-20	LF	\$2,700.00	\$770.00	\$389.00	\$532.00
44	Remove Existing Pipe and Replace w/48" Reinforced Concrete Pipe Less than 8' Deep	21-100	LF	\$2,600.00	\$603.00	\$360.00	\$517.00
45	Remove Existing Pipe and Replace w/48" Reinforced Concrete Pipe Less than 8' Deep	>100	LF	\$2,500.00	\$515.00	\$339.00	\$507.00
46	Remove Existing Pipe and Replace w/48" Reinforced Concrete Pipe Greater than 8' Deep	1-20	LF	\$2,800.00	\$815.00	\$432.00	\$558.00
47	Remove Existing Pipe and Replace w/48" Reinforced Concrete Pipe Greater than 8' Deep	21-100	LF	\$2,700.00	\$636.00	\$411.00	\$543.00
48	Remove Existing Pipe and Replace w/48" Reinforced Concrete Pipe Greater than 8' Deep	>100	LF	\$2,600.00	\$537.00	\$395.00	\$533.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - 2025-2027 Emergency Storm Sewer Point Repair

Page 4

EVALUATION TABULATION

IFB No. 25-012

2025-2027 Emergency Storm Sewer Point Repair

Table 1				Ability Design Build LLC	Miller Pipeline, LLC.	Parker Excavating, Inc.	Russ Grading & Excavating LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost
49	Remove Existing Pipe and Replace w/54" Reinforced Concrete Pipe Less than 8' Deep	1-20	LF	\$3,000.00	\$914.00	\$484.00	\$532.00
50	Remove Existing Pipe and Replace w/54" Reinforced Concrete Pipe Less than 8' Deep	21-100	LF	\$2,900.00	\$710.00	\$461.00	\$517.00
51	Remove Existing Pipe and Replace w/54" Reinforced Concrete Pipe Less than 8' Deep	>100	LF	\$2,800.00	\$611.00	\$442.00	\$507.00
52	Remove Existing Pipe and Replace w/54" Reinforced Concrete Pipe Greater than 8' Deep	1-20	LF	\$3,100.00	\$962.00	\$537.00	\$635.00
53	Remove Existing Pipe and Replace w/54" Reinforced Concrete Pipe Greater than 8' Deep	21-100	LF	\$3,000.00	\$742.00	\$512.00	\$620.00
54	Remove Existing Pipe and Replace w/54" Reinforced Concrete Pipe Greater than 8' Deep	>100	LF	\$2,900.00	\$633.00	\$491.00	\$610.00
55	Remove Existing Pipe and Replace w/60" Reinforced Concrete Pipe Less than 8' Deep	1-20	LF	\$3,200.00	\$1,018.00	\$567.00	\$635.00
56	Remove Existing Pipe and Replace w/60" Reinforced Concrete Pipe Less than 8' Deep	21-100	LF	\$3,100.00	\$786.00	\$550.00	\$620.00
57	Remove Existing Pipe and Replace w/60" Reinforced Concrete Pipe Less than 8' Deep	>100	LF	\$3,000.00	\$681.00	\$520.00	\$610.00
58	Remove Existing Pipe and Replace w/60" Reinforced Concrete Pipe Greater than 8' Deep	1-20	LF	\$3,300.00	\$1,065.00	\$619.00	\$655.00
59	Remove Existing Pipe and Replace w/60" Reinforced Concrete Pipe Greater than 8' Deep	21-100	LF	\$3,200.00	\$821.00	\$591.00	\$640.00
60	Remove Existing Pipe and Replace w/60" Reinforced Concrete Pipe Greater than 8' Deep	>100	LF	\$3,100.00	\$703.00	\$567.00	\$630.00
61	Remove Existing Pipe and Replace w/12" High Performance Polypropylene Pipe Less than 8' Deep	1-20	LF	\$1,400.00	\$265.00	\$223.00	\$245.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - 2025-2027 Emergency Storm Sewer Point Repair

Page 5

EVALUATION TABULATION

IFB No. 25-012

2025-2027 Emergency Storm Sewer Point Repair

Table 1				Ability Design Build LLC	Miller Pipeline, LLC.	Parker Excavating, Inc.	Russ Grading & Excavating LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost
62	Remove Existing Pipe and Replace w/12" High Performance Polypropylene Pipe Less than 8' Deep	21-100	LF	\$1,300.00	\$232.00	\$195.00	\$220.00
63	Remove Existing Pipe and Replace w/12" High Performance Polypropylene Pipe Less than 8' Deep	>100	LF	\$1,200.00	\$195.00	\$179.00	\$175.00
64	Remove Existing Pipe and Replace w/12" High Performance Polypropylene Pipe Greater than 8' Deep	1-20	LF	\$1,500.00	\$282.00	\$253.00	\$265.00
65	Remove Existing Pipe and Replace w/12" High Performance Polypropylene Pipe Greater than 8' Deep	21-100	LF	\$1,400.00	\$245.00	\$224.00	\$235.00
66	Remove Existing Pipe and Replace w/12" High Performance Polypropylene Pipe Greater than 8' Deep	>100	LF	\$1,300.00	\$185.00	\$206.00	\$185.00
67	Remove Existing Pipe and Replace w/15" High Performance Polypropylene Pipe Less than 8' Deep	1-20	LF	\$1,500.00	\$288.00	\$248.00	\$252.00
68	Remove Existing Pipe and Replace w/15" High Performance Polypropylene Pipe Less than 8' Deep	21-100	LF	\$1,400.00	\$251.00	\$219.00	\$232.00
69	Remove Existing Pipe and Replace w/15" High Performance Polypropylene Pipe Less than 8' Deep	>100	LF	\$1,300.00	\$212.00	\$202.00	\$182.00
70	Remove Existing Pipe and Replace w/15" High Performance Polypropylene Pipe Greater than 8' Deep	1-20	LF	\$1,600.00	\$306.00	\$275.00	\$274.00
71	Remove Existing Pipe and Replace w/15" High Performance Polypropylene Pipe Greater than 8' Deep	21-100	LF	\$1,500.00	\$264.00	\$246.00	\$244.00
72	Remove Existing Pipe and Replace w/15" High Performance Polypropylene Pipe Greater than 8' Deep	>100	LF	\$1,400.00	\$202.00	\$228.00	\$194.00
73	Remove Existing Pipe and Replace w/18" High Performance Polypropylene Pipe Less than 8' Deep	1-20	LF	\$1,600.00	\$302.00	\$254.00	\$250.00
74	Remove Existing Pipe and Replace w/18" High Performance Polypropylene Pipe Less than 8' Deep	21-100	LF	\$1,500.00	\$263.00	\$240.00	\$223.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - 2025-2027 Emergency Storm Sewer Point Repair

Page 6

EVALUATION TABULATION

IFB No. 25-012

2025-2027 Emergency Storm Sewer Point Repair

Table 1				Ability Design Build LLC	Miller Pipeline, LLC.	Parker Excavating, Inc.	Russ Grading & Excavating LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost
75	Remove Existing Pipe and Replace w/18" High Performance Polypropylene Pipe Less than 8' Deep	>100	LF	\$1,400.00	\$223.00	\$222.00	\$185.00
76	Remove Existing Pipe and Replace w/18" High Performance Polypropylene Pipe Greater than 8' Deep	1-20	LF	\$1,700.00	\$320.00	\$282.00	\$267.00
77	Remove Existing Pipe and Replace w/18" High Performance Polypropylene Pipe Greater than 8' Deep	21-100	LF	\$1,600.00	\$276.00	\$267.00	\$237.00
78	Remove Existing Pipe and Replace w/18" High Performance Polypropylene Pipe Greater than 8' Deep	>100	LF	\$1,500.00	\$213.00	\$248.00	\$195.00
79	Remove Existing Pipe and Replace w/24" High Performance Polypropylene Pipe Less than 8' Deep	1-20	LF	\$1,900.00	\$370.00	\$288.00	\$273.00
80	Remove Existing Pipe and Replace w/24" High Performance Polypropylene Pipe Less than 8' Deep	21-100	LF	\$1,800.00	\$316.00	\$275.00	\$245.00
81	Remove Existing Pipe and Replace w/24" High Performance Polypropylene Pipe Less than 8' Deep	>100	LF	\$1,700.00	\$271.00	\$256.00	\$200.00
82	Remove Existing Pipe and Replace w/24" High Performance Polypropylene Pipe Greater than 8' Deep	1-20	LF	\$2,000.00	\$387.00	\$312.00	\$288.00
83	Remove Existing Pipe and Replace w/24" High Performance Polypropylene Pipe Greater than 8' Deep	21-100	LF	\$1,900.00	\$331.00	\$296.00	\$244.00
84	Remove Existing Pipe and Replace w/24" High Performance Polypropylene Pipe Greater than 8' Deep	>100	LF	\$1,800.00	\$258.00	\$283.00	\$230.00
85	Remove Existing Pipe and Replace w/30" High Performance Polypropylene Pipe Less than 8' Deep	1-20	LF	\$2,100.00	\$430.00	\$338.00	\$300.00
86	Remove Existing Pipe and Replace w/30" High Performance Polypropylene Pipe Less than 8' Deep	21-100	LF	\$2,000.00	\$364.00	\$321.00	\$275.00
87	Remove Existing Pipe and Replace w/30" High Performance Polypropylene Pipe Less than 8' Deep	>100	LF	\$1,900.00	\$315.00	\$307.00	\$255.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - 2025-2027 Emergency Storm Sewer Point Repair

Page 7

EVALUATION TABULATION

IFB No. 25-012

2025-2027 Emergency Storm Sewer Point Repair

Table 1				Ability Design Build LLC	Miller Pipeline, LLC.	Parker Excavating, Inc.	Russ Grading & Excavating LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost
88	Remove Existing Pipe and Replace w/30" High Performance Polypropylene Pipe Greater than 8' Deep	1-20	LF	\$2,200.00	\$448.00	\$368.00	\$315.00
89	Remove Existing Pipe and Replace w/30" High Performance Polypropylene Pipe Greater than 8' Deep	21-100	LF	\$2,100.00	\$379.00	\$350.00	\$290.00
90	Remove Existing Pipe and Replace w/30" High Performance Polypropylene Pipe Greater than 8' Deep	>100	LF	\$2,000.00	\$302.00	\$336.00	\$275.00
91	Remove Existing Pipe and Replace w/36" High Performance Polypropylene Pipe Less than 8' Deep	1-20	LF	\$2,400.00	\$497.00	\$360.00	\$332.00
92	Remove Existing Pipe and Replace w/36" High Performance Polypropylene Pipe Less than 8' Deep	21-100	LF	\$2,300.00	\$417.00	\$349.00	\$294.00
93	Remove Existing Pipe and Replace w/36" High Performance Polypropylene Pipe Less than 8' Deep	>100	LF	\$2,200.00	\$363.00	\$329.00	\$275.00
94	Remove Existing Pipe and Replace w/36" High Performance Polypropylene Pipe Greater than 8' Deep	1-20	LF	\$2,500.00	\$515.00	\$390.00	\$347.00
95	Remove Existing Pipe and Replace w/36" High Performance Polypropylene Pipe Greater than 8' Deep	21-100	LF	\$2,400.00	\$432.00	\$371.00	\$317.00
96	Remove Existing Pipe and Replace w/36" High Performance Polypropylene Pipe Greater than 8' Deep	>100	LF	\$2,300.00	\$350.00	\$350.00	\$295.00
97	Remove Existing Pipe and Replace w/42" High Performance Polypropylene Pipe Less than 8' Deep	1-20	LF	\$2,600.00	\$592.00	\$394.00	\$445.00
98	Remove Existing Pipe and Replace w/42" High Performance Polypropylene Pipe Less than 8' Deep	21-100	LF	\$2,500.00	\$494.00	\$375.00	\$377.00
99	Remove Existing Pipe and Replace w/42" High Performance Polypropylene Pipe Less than 8' Deep	>100	LF	\$2,400.00	\$429.00	\$360.00	\$375.00
100	Remove Existing Pipe and Replace w/42" High Performance Polypropylene Pipe Greater than 8' Deep	1-20	LF	\$2,700.00	\$612.00	\$424.00	\$455.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - 2025-2027 Emergency Storm Sewer Point Repair

Page 8

EVALUATION TABULATION

IFB No. 25-012

2025-2027 Emergency Storm Sewer Point Repair

Table 1				Ability Design Build LLC	Miller Pipeline, LLC.	Parker Excavating, Inc.	Russ Grading & Excavating LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost
101	Remove Existing Pipe and Replace w/42" High Performance Polypropylene Pipe Greater than 8' Deep	21-100	LF	\$2,600.00	\$509.00	\$392.00	\$387.00
102	Remove Existing Pipe and Replace w/42" High Performance Polypropylene Pipe Greater than 8' Deep	>100	LF	\$2,500.00	\$419.00	\$383.00	\$380.00
103	Remove Existing Pipe and Replace w/48" High Performance Polypropylene Pipe Less than 8' Deep	1-20	LF	\$2,700.00	\$700.00	\$425.00	\$465.00
104	Remove Existing Pipe and Replace w/48" High Performance Polypropylene Pipe Less than 8' Deep	21-100	LF	\$2,600.00	\$579.00	\$405.00	\$400.00
105	Remove Existing Pipe and Replace w/48" High Performance Polypropylene Pipe Less than 8' Deep	>100	LF	\$2,500.00	\$506.00	\$390.00	\$397.00
106	Remove Existing Pipe and Replace w/48" High Performance Polypropylene Pipe Greater than 8' Deep	1-20	LF	\$2,800.00	\$720.00	\$459.00	\$485.00
107	Remove Existing Pipe and Replace w/48" High Performance Polypropylene Pipe Greater than 8' Deep	21-100	LF	\$2,700.00	\$594.00	\$437.00	\$420.00
108	Remove Existing Pipe and Replace w/48" High Performance Polypropylene Pipe Greater than 8' Deep	>100	LF	\$2,600.00	\$496.00	\$422.00	\$417.00
109	Remove Existing Pipe and Replace w/60" High Performance Polypropylene Pipe Less than 8' Deep	1-20	LF	\$3,000.00	\$910.00	\$513.00	\$785.00
110	Remove Existing Pipe and Replace w/60" High Performance Polypropylene Pipe Less than 8' Deep	21-100	LF	\$2,900.00	\$752.00	\$510.00	\$655.00
111	Remove Existing Pipe and Replace w/60" High Performance Polypropylene Pipe Less than 8' Deep	>100	LF	\$2,800.00	\$664.00	\$503.00	\$625.00
112	Remove Existing Pipe and Replace w/60" High Performance Polypropylene Pipe Greater than 8' Deep	1-20	LF	\$3,100.00	\$930.00	\$537.00	\$785.00
113	Remove Existing Pipe and Replace w/60" High Performance Polypropylene Pipe Greater than 8' Deep	21-100	LF	\$3,000.00	\$769.00	\$535.00	\$675.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - 2025-2027 Emergency Storm Sewer Point Repair

Page 9

EVALUATION TABULATION

IFB No. 25-012

2025-2027 Emergency Storm Sewer Point Repair

Table 1				Ability Design Build LLC	Miller Pipeline, LLC.	Parker Excavating, Inc.	Russ Grading & Excavating LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost
114	Remove Existing Pipe and Replace w/60" High Performance Polypropylene Pipe Greater than 8' Deep	>100	LF	\$2,900.00	\$652.00	\$528.00	\$650.00
115	Remove and Replace 4" Non-Reinforced Concrete Slab	1-20	SF	\$800.00	\$96.00	\$27.00	\$35.00
116	Remove and Replace 4" Non-Reinforced Concrete Slab	21-100	SF	\$300.00	\$54.00	\$22.00	\$25.00
117	Remove and Replace 4" Non-Reinforced Concrete Slab	>100	SF	\$150.00	\$47.00	\$22.00	\$20.00
118	Remove and Replace 7" Reinforced Concrete Slab	1-20	SF	\$800.00	\$188.00	\$35.00	\$35.00
119	Remove and Replace 7" Reinforced Concrete Slab	21-100	SF	\$300.00	\$110.00	\$30.00	\$30.00
120	Remove and Replace 7" Reinforced Concrete Slab	>100	SF	\$200.00	\$97.00	\$30.00	\$25.00
121	Remove and Replace 6" Reinforced Concrete Slab	1-20	SF	\$800.00	\$178.00	\$34.00	\$35.00
122	Remove and Replace 6" Reinforced Concrete Slab	21-100	SF	\$300.00	\$102.00	\$30.00	\$30.00
123	Remove and Replace 6" Reinforced Concrete Slab	>100	SF	\$200.00	\$92.00	\$30.00	\$25.00
124	Remove and Replace Curb and Gutter	1-20	LF	\$800.00	\$238.00	\$75.00	\$75.00
125	Remove and Replace Curb and Gutter	21-100	LF	\$300.00	\$210.00	\$66.00	\$75.00
126	Remove and Replace Curb and Gutter	>100	LF	\$200.00	\$117.00	\$66.00	\$75.00
127	Install Extra Lean Concrete (Flowable Fill)	1-20	CY	\$1,500.00	\$222.00	\$254.00	\$225.00
128	Install Extra Lean Concrete (Flowable Fill)	21-100	CY	\$900.00	\$213.00	\$244.00	\$225.00
129	Install Extra Lean Concrete (Flowable Fill)	>100	CY	\$800.00	\$208.00	\$244.00	\$225.00
130	Dissimilar Pipe Connection for Pipe 12" to 18"	1	EA	\$3,000.00	\$1,426.00	\$1,350.00	\$1,400.00
131	Dissimilar Pipe Connection for Pipe 24" to 36"	1	EA	\$4,000.00	\$2,133.00	\$1,400.00	\$2,100.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - 2025-2027 Emergency Storm Sewer Point Repair

Page 10

EVALUATION TABULATION

IFB No. 25-012

2025-2027 Emergency Storm Sewer Point Repair

Table 1				Ability Design Build LLC	Miller Pipeline, LLC.	Parker Excavating, Inc.	Russ Grading & Excavating LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost
132	Dissimilar Pipe Connection for Pipe 42" to 48"	1	EA	\$4,000.00	\$2,917.00	\$3,400.00	\$2,750.00
133	Dissimilar Pipe Connection for Pipe 54" to 60"	1	EA	\$3,000.00	\$3,716.00	\$3,800.00	\$3,500.00
134	Remove and Replace 4 ft Dia. Standard Manhole	1	EA	\$15,000.00	\$5,573.00	\$4,800.00	\$6,000.00
135	Remove and Replace 5 ft Dia. Standard Manhole	1	EA	\$20,000.00	\$6,831.00	\$5,800.00	\$7,000.00
136	Remove and Replace 6 ft Dia. Standard Manhole	1	EA	\$22,000.00	\$8,136.00	\$6,405.00	\$8,000.00
137	Remove and Replace >6 ft Dia. Manhole Per Appropriate Size from CDOT Standard Plan No. M-604-20	1	EA	\$30,000.00	\$18,430.00	\$12,850.00	\$13,000.00
138	Remove and Replace 5' CDOT Type R Curb Opening Inlet	1	EA	\$19,000.00	\$8,075.00	\$9,875.00	\$8,500.00
139	Remove and Replace 10' CDOT Type R Curb Opening Inlet	1	EA	\$21,000.00	\$12,999.00	\$13,150.00	\$12,500.00
140	Remove and Replace 15' CDOT Type R Curb Opening Inlet	1	EA	\$23,000.00	\$18,302.00	\$17,936.00	\$18,500.00
141	Remove and Replace Single Denver 16 Combination Inlet	1	EA	\$35,000.00	\$6,711.00	\$8,832.00	\$8,500.00
142	Remove and Replace Double Denver 16 Combination Inlet	1	EA	\$35,000.00	\$11,685.00	\$13,680.00	\$14,500.00
143	Remove and Replace Triple Denver 16 Combination Inlet	1	EA	\$40,000.00	\$18,018.00	\$19,720.00	\$23,500.00
144	Install ADA Tactile Band	1	EA	\$2,300.00	\$795.00	\$1,500.00	\$750.00
145	Mobilization	1	LS	\$8,000.00	\$6,307.00	\$3,000.00	\$4,000.00
146	Remove and Replace 6" Asphalt Patch	1	SF	\$12.00	\$25.00	\$18.00	\$15.00
147	Install Rip Rap - Type VL	1	TON	\$200.00	\$131.00	\$60.95	\$50.00
148	Install rip Rap - Type L	1	TON	\$250.00	\$131.00	\$60.95	\$50.00
149	Install Rip Rap - Type M	1	TON	\$300.00	\$134.00	\$63.25	\$50.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - 2025-2027 Emergency Storm Sewer Point Repair

Page 11

EVALUATION TABULATION
IFB No. 25-012
2025-2027 Emergency Storm Sewer Point Repair

Table 1				Ability Design Build LLC	Miller Pipeline, LLC.	Parker Excavating, Inc.	Russ Grading & Excavating LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost
150	Install Rip Rap - Type H	1	TON	\$350.00	\$159.00	\$63.25	\$75.00
151	Install Rip Rap - Type VH	1	TON	\$450.00	\$165.00	\$69.00	\$75.00
152	Revegetation	1	SF	\$20.00	\$18.00	\$4.20	\$2.50
153	Install 15" Concrete Flared End Sections	1	EA	\$2,500.00	\$2,198.00	\$1,863.00	\$2,000.00
154	Install 18" Concrete Flared End Sections	1	EA	\$2,500.00	\$2,425.00	\$2,052.00	\$2,150.00
155	Install 21" Concrete Flared End Sections	1	EA	\$2,600.00	\$2,488.00	\$2,400.00	\$2,250.00
156	Install 24" Concrete Flared End Sections	1	EA	\$2,600.00	\$2,466.00	\$1,947.00	\$2,250.00
157	Install 27" Concrete Flared End Sections	1	EA	\$2,700.00	\$3,865.00	\$3,890.00	\$2,950.00
158	Install 30" Concrete Flared End Sections	1	EA	\$2,800.00	\$3,928.00	\$3,536.00	\$2,950.00
159	Install 33" Concrete Flared End Sections	1	EA	\$2,900.00	\$4,872.00	\$5,703.00	\$3,625.00
160	Install 36" Concrete Flared End Sections	1	EA	\$3,200.00	\$4,935.00	\$4,563.00	\$3,625.00
161	Install 15" Steel Flared End Sections	1	EA	\$3,200.00	\$780.00	\$320.00	\$775.00
162	Install 18" Steel Flared End Sections	1	EA	\$3,300.00	\$922.00	\$439.00	\$850.00
163	Install 21" Steel Flared End Sections	1	EA	\$3,400.00	\$1,112.00	\$628.00	\$925.00
164	Install 24" Steel Flared End Sections	1	EA	\$3,500.00	\$1,272.00	\$792.00	\$1,075.00
165	Install 30" Steel Flared End Sections	1	EA	\$3,900.00	\$1,876.00	\$1,488.00	\$1,500.00
166	Install 36" Steel Flared End Sections	1	EA	\$4,500.00	\$2,300.00	\$1,823.00	\$1,775.00
167	Install 12" Saddle Gasket	1	EA	\$3,100.00	\$128.00	\$105.00	\$250.00
168	Install 15" Saddle Gasket	1	EA	\$3,200.00	\$153.00	\$110.00	\$275.00

EVALUATION TABULATION

IFB No. 25-012

2025-2027 Emergency Storm Sewer Point Repair

Table 1				Ability Design Build LLC	Miller Pipeline, LLC.	Parker Excavating, Inc.	Russ Grading & Excavating LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost
169	Install 18" Saddle Gasket	1	EA	\$3,300.00	\$174.00	\$158.00	\$300.00
170	Install 24" Saddle Gasket	1	EA	\$3,400.00	\$208.00	\$528.00	\$325.00
171	Install 30" Saddle Gasket	1	EA	\$3,500.00	\$479.00	\$1,056.00	\$475.00
172	Install 36" Saddle Gasket	1	EA	\$3,600.00	\$858.00	\$1,100.00	\$800.00
173	Install 42" Saddle Gasket	1	EA	\$3,800.00	\$1,013.00	\$1,262.00	\$910.00
174	Install 48" Saddle Gasket	1	EA	\$4,000.00	\$1,135.00	\$1,352.00	\$975.00
175	Install 60" Saddle Gasket	1	EA	\$5,000.00	\$1,375.00	\$1,623.00	\$1,125.00
176	Class 6 ABC	1	TON	\$800.00	\$36.00	\$25.00	\$35.00
177	Rock Sock	1	LF	\$47.00	\$6.00	\$10.00	\$20.00
178	Inlet Protection	1	EA	\$50.00	\$239.00	\$300.00	\$350.00
179	Stockpile Management	1	EA	\$500.00	\$258.00	\$2,200.00	\$500.00
180	Dewatering Filter Bags	1	EA	\$500.00	\$144.00	\$3,000.00	\$350.00
181	Concrete Washout Area	1	EA	\$300.00	\$3,662.00	\$2,500.00	\$250.00
182	Vehicle Tracking Control	1	EA	\$450.00	\$2,387.00	\$4,500.00	\$1,500.00
183	Silt Fence	1	LF	\$4.50	\$5.00	\$3.84	\$15.00
184	Straw Bale	1	EA	\$25.00	\$69.00	\$15.00	\$25.00
185	Potholing	1	HR	\$500.00	\$166.00	\$587.00	\$250.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - 2025-2027 Emergency Storm Sewer Point Repair

Page 13

PERFORMANCE AND PAYMENT BONDS

Provide the percentage rate for the cost of performance and payment bonds based on a contract amount of \$150,000.00

Performance and Payment Bonds			Ability Design Build LLC	Miller Pipeline, LLC.	Parker Excavating, Inc.	Russ Grading & Excavating LLC
Line Item	Description	Unit of Measure	Percentage	Percentage	Percentage	Percentage
186	Percentage Rate - Performance and Payment Bonds	Rate	3%	2%	3%	2%

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Ability Design Build LLC	Miller Pipeline, LLC.	Parker Excavating, Inc.	Russ Grading & Excavating LLC
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS				
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass
Has/is this firm or any officer or partner of this firm:				
Convicted of a criminal offense	Pass	Pass	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass	Pass



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 24, 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: A RESOLUTION APPROVING AND ADOPTING FINDINGS AND DETERMINATIONS CONCERNING THE PROPOSED ANNEXATION OF THE AREA COMMONLY KNOW AS THE FIRST ADDITION TO VILLA BELLA ANNEXATION DESCRIBED AS 8.018-ACRES OF LAND GENERALLY LOCATED NORTHEAST OF THE INTERSECTION OF TROY AVENUE AND RAWLINGS BOULEVARD

SUMMARY:

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

PREVIOUS COUNCIL ACTION:

On February 12, 2024, City Council approved Resolution No. 15484 preliminarily determining that the petition for annexation of the area commonly known as the First Addition to Villa Bella Annexation is valid under the provisions of Colorado Revised Statutes Section 31-12-107(1). A request for extension was submitted to City Council on February 24, 2025 and was approved by Resolution No. 15917.

BACKGROUND:

The First Addition to Villa Bella Annexation is generally located northeast of the intersection of Troy Avenue and Rawlings Boulevard. The Petitioners are requesting to annex 8.018-acres into the City for a potential mixture of land uses that complies with the future land use designations within the Pueblo Regional Comprehensive Plan, adopted in 2022, as amended. The area to be annexed is located within the boundaries of the City of Pueblo's 3-Mile Annexation Plan. This Resolution determines that the annexation is found and determined to meet the applicable requirements of the Colorado Revised Statutes §31-12-104 and 105 establishing eligibility for annexation under the

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

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

FINANCIAL IMPLICATIONS:

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

BOARD/COMMISSION RECOMMENDATION:

The City Planning and Zoning Commission reviewed the annexation at the January 8, 2025, Regular Meeting. A motion to approve the proposed annexation was made by Commissioner Bailey and seconded by Commissioner Aznar to recommend approval of the proposed annexation petition. Motion passed 7-0.

STAKEHOLDER PROCESS:

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

ALTERNATIVES:

Deny the Resolution.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Findings & Det 1st Addition Villa Bella Attachments

RESOLUTION NO. 15935

A RESOLUTION APPROVING AND ADOPTING FINDINGS AND DETERMINATIONS CONCERNING THE PROPOSED ANNEXATION OF THE AREA COMMONLY KNOWN AS THE FIRST ADDITION TO VILLA BELLA ANNEXATION DESCRIBED AS 8.018-ACRES OF LAND GENERALLY LOCATED NORTHEAST OF THE INTERSECTION OF TROY AVENUE AND RAWLINGS BOULEVARD

WHEREAS, the Pueblo City Council commenced on March 24, 2025, and concluded a public hearing on March 24, 2025, for the purpose of determining and finding whether or not the area proposed to be annexed and described in Resolution No. 15917 and the annexation plat (herein "area to be annexed") meets the applicable requirements of C.R.S. §31-12-104 and 105; and,

WHEREAS, the Pueblo City Council has now considered the testimony and evidence presented at the public hearing including the annexation plat of the area to be annexed, prepared and certified by Vernon P. Taylor under the date of March 7, 2025; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

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

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

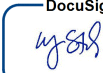
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 24, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

CITY OF PUEBLO
ANNEXATION INFORMATION SHEET

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

TO BE COMPLETED BY PETITIONERS

Name of Annexation: FIRST ADDITION TO VILLA BELLA

Location and size in acres: Section 16, Township 20 South,
Range 64, West of the 6th P.M., County of Pueblo, Colorado,
8.018 acres.

100 % of Owners yes; Less than 100% of owners _____
School District No. 60; Special District: 7004

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

For Office Use Only: Date Reviewed by Director of Land Use _____
Date Petition Filed _____ Filing Fee \$ _____ Paid _____
Resolution Finding Substantial Compliance adopted _____,
Date of Public Hearing _____; Notice of Public Hearing Published: _____,
_____, _____, and _____.
Copy of published Notice and Petition For Annexation sent by Registered Mail on _____
to Pueblo County Board of County Commissioners, Pueblo County
Attorney, School District _____, Southeastern Water Conservancy District, Pueblo Library
District, Other _____ and special district _____.

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

**CITY OF PUEBLO
PETITION FOR ANNEXATION**

TO THE CITY COUNCIL OF PUEBLO, COLORADO:

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

LEGAL DESCRIPTIONS FROM TITLE COMMITMENT

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).

As ground for this annexation, Petitioners state:

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

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

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

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

14. Petitioners consent and agree to the following conditions:

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

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



CALEB DEVELOPMENT LLC 36.45%
212 N WAHSATCH AVE, STE 301
COLORADO SPRINGS CO 80903

Parcel A

11/29/23

see attached legal description



LORSON NORTH LAND CORP 63.55%
212 N WAHSATCH AVE, STE 301
COLORADO SPRINGS CO 80903

Parcel A

11/29/23

CIRCULATOR'S OATH

STATE OF COLORADO)
)
) SS.
COUNTY OF ~~PUEBLO~~ EL PASO)

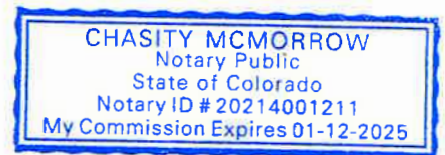
The undersigned of lawful age being first duly sworn upon oath deposes and states that I circulated the foregoing Petition For Annexation and that each signature therein is the signature of the person whose name it purports to be.


Circulator's Signature

Subscribed and affirmed, or sworn to, before me in the County of El Paso,
State of Colorado, this 29th day of November,
2023,
By Jeff mark.

Witness my hand and official seal.

My commission expires: 01.12.2025



(SEAL)

Christy Morrow
Notary Public (or official title)

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

- 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 0810C0520D 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 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.

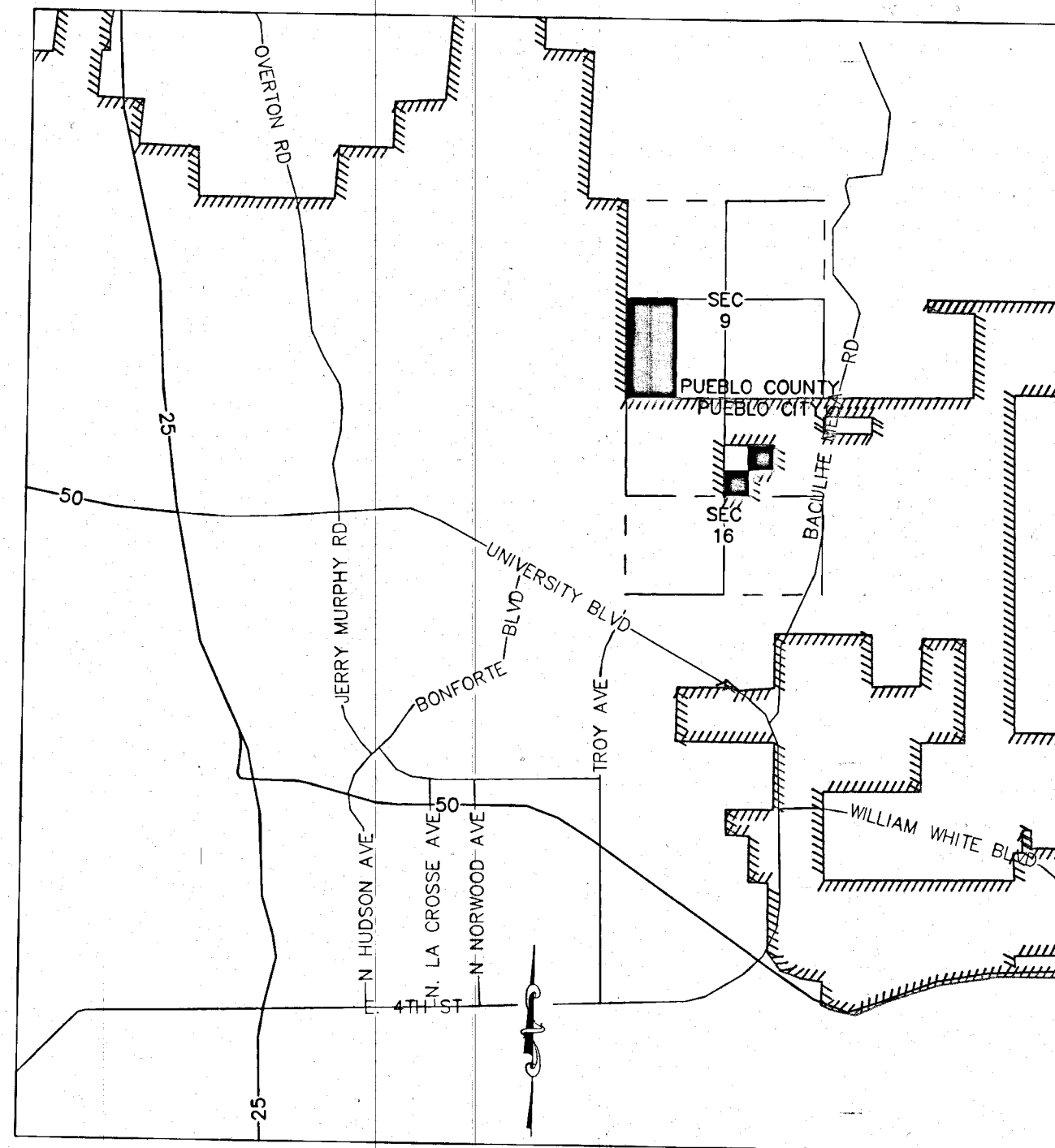
THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO, EXCEPTING THEREFROM THE SOUTH 6 ACRES AND FURTHER EXCEPTING THEREFROM THE NORTH 2.018 ACRES.

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, TOWNSHIP 20 SOUTH, RANGE 64 WEST 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



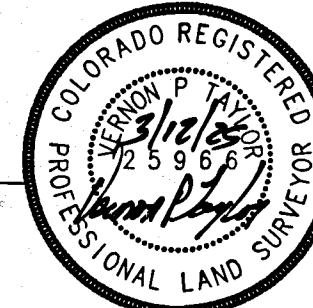
VICINITY MAP
NOT TO SCALE

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

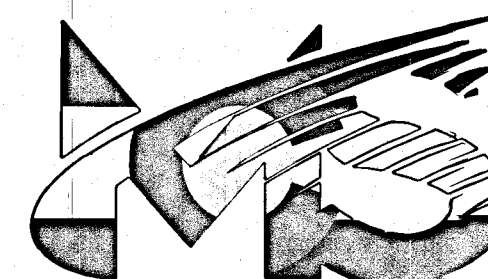
VERNON P. TAYLOR, COLO. PLS NO. 25966
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS



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

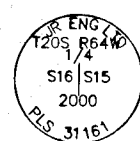
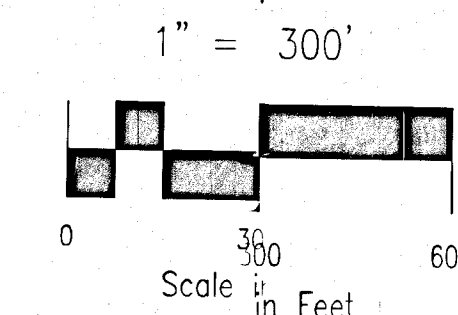
FIRST ADDITION TO VILLA BELLA
ANNEXATION TO THE CITY OF PUEBLO
JOB NO. 43-142
DATE PREPARED: 07/19/2023
DATE REVISED: 08/25/2023
DATE REVISED: 11/15/2023
ISSUED FOR MYLAR 03/12/25



212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

CIVIL CONSULTANTS, INC.

SHEET 1 OF 1



1" = 300'

Scale in Feet

ARMORY LLC PROPERTY

PARCEL I
4,721,469 SF
108.390 AC +/-

FOUND AXLE 0.6' ABOVE
EXISTING GROUND

FOUND 3.25" ALUMINUM CAP
PLS NO 16128 1/4 COR SEC 8
SEC 9, T20S, R64W, 1989
PUEBLO COUNTY SURVEYOR

FOUND 3.25" ALUM. CAP
PLS NO. 777357
W 1/16TH COR
SEC 9, T20S, R64W

FOUND 604
NAIL

FOUND STONE
W/ CROSS
IN CONCRETE

FOUND #6 REBAR
CAP MISSING

T20S R64W
E 1/4 SEC 15
PLS 35593

T20S R64W
S 1/4 SEC 16
PLS 31161

FOUND #5 REBAR AND
WHITE CAP STAMPED
"COLO REG., LS 6123"

T20S R64W
NE 1/4 SEC 16
PLS 35593

FOUND #7 REBAR YPC
PLS 35593

FOUND #7 REBAR YPC
PLS 35593

MOORE, -- MIDDLECAMP
PROPERTY

EXCEPTION
BOOK 1557 PAGE 758
NW1/4 SW1/4 NE 1/4
REFER TO T.C.#10 FOR
ACCESS

EXCEPTION 2.018 ACRES

POB

POB

POB

POB

POB

POB

POB

POB

POB

POB

POB

POB

POB

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)

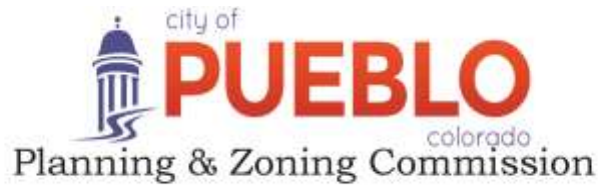
Commission Action: Bailey motioned to recommend the annexation be forwarded to City Council for approval, seconded by Aznar.

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.

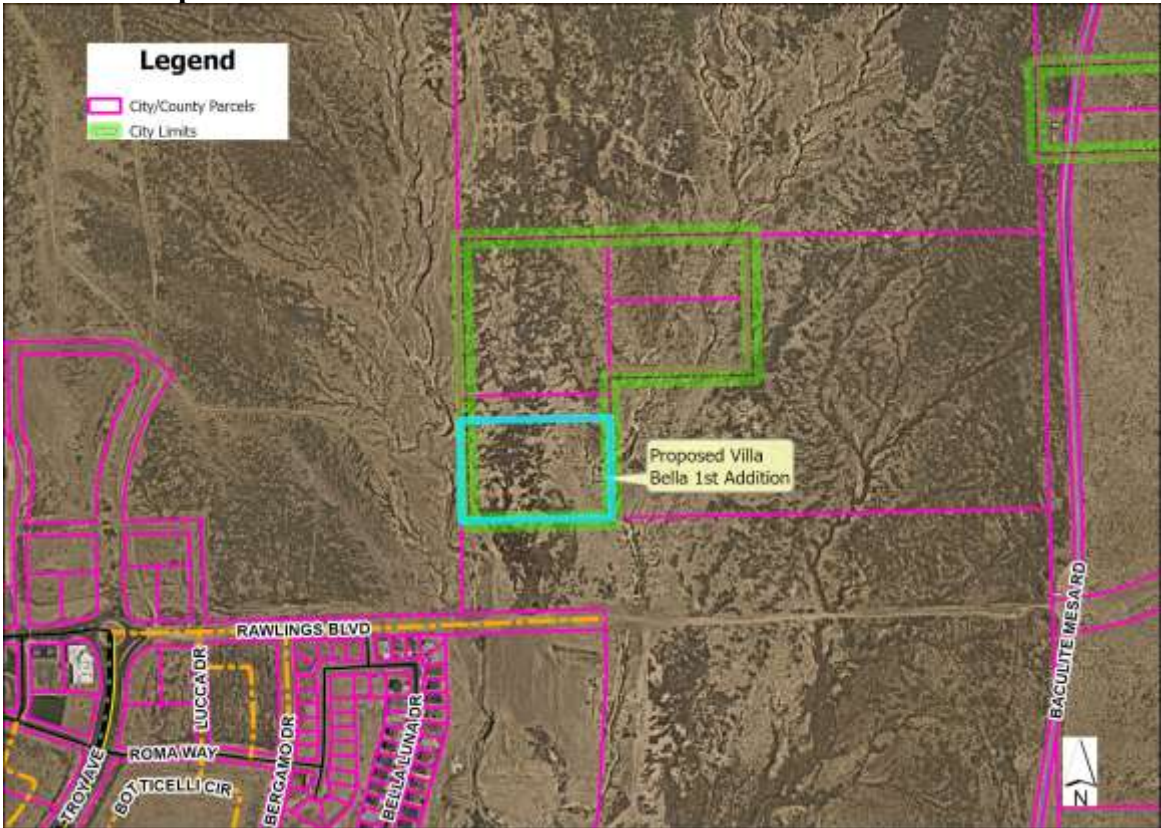
The petitioner will be required to comply with the City's Code of Ordinances for any subdivision of the property.

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.

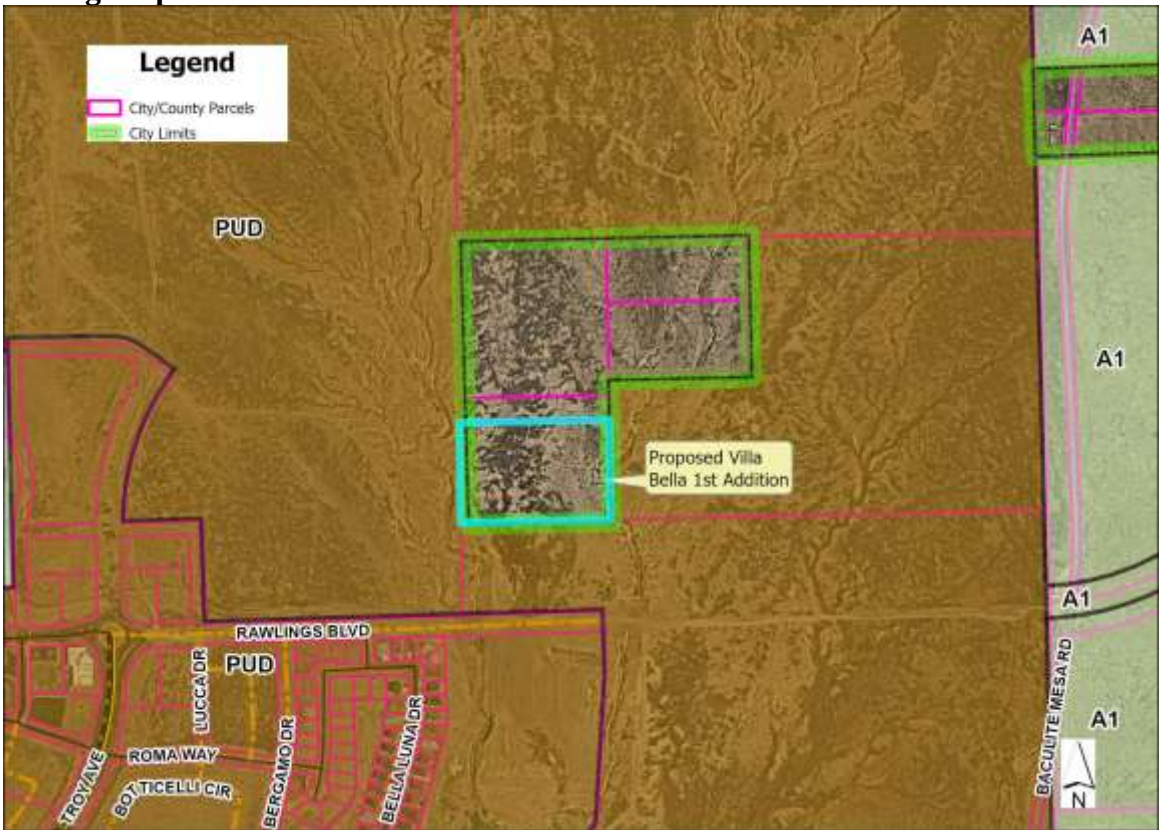
ATTACHMENTS

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

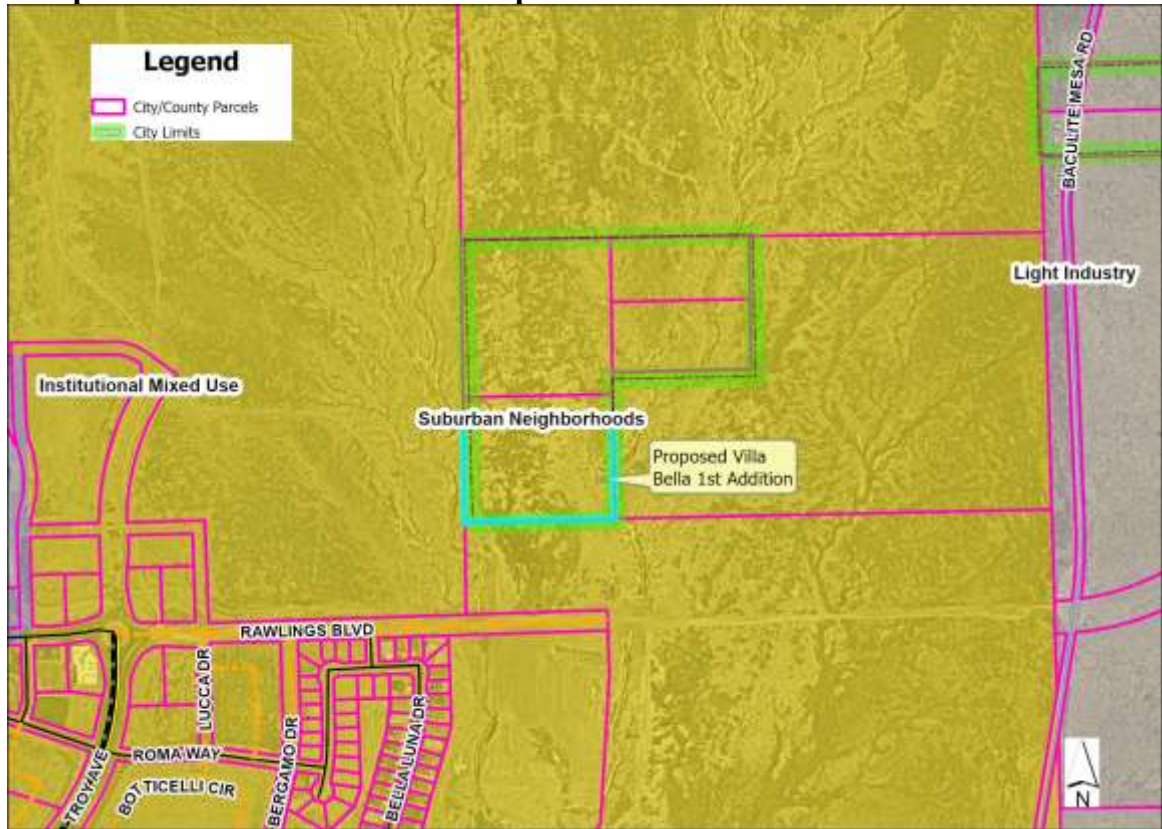
A. Location Map



B. Zoning Map



C. Comprehensive Future Land Use Map



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

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

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

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 PM, PUEBLO COUNTY, COLORADO AND N 62° 42' 48" ALUMINUM CROWN ON NO. 6 REBAR AT THE QUARTER CORNER COMMON TO SECTIONS 8 AND 9 T20S, R64W OF THE 6TH PM, PUEBLO COUNTY, COLORADO. MONUMENT DESCRIPTIONS ARE AS SHOWN HEREON.

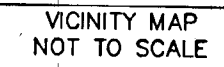
2. THE FLOOD INSURANCE RATE MAP FOR THE AREAS SHOWN HEREON PANEL NO. (S) 08051C0504D, 08010C0501D, AND 08010C0502D WITH AN EFFECTIVE DATE OF 12/5/2019 INDICATES THE PROPERTIES DO NOT LIE WITHIN ANY DESIGNATED FLOOD HAZARD AREA. SEE HEREON.

3. A TITLE COMMITMENT ISSUED BY UNIFIED TITLE COMPANY LLC, FILE NO. B5658UTC DATED JUNE 8, 2022 AT 7:30 A.M. HAS BEEN REVIEWED AS IT PERTAINS TO PARCEL A.

PARCEL A:

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.

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 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).



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.

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

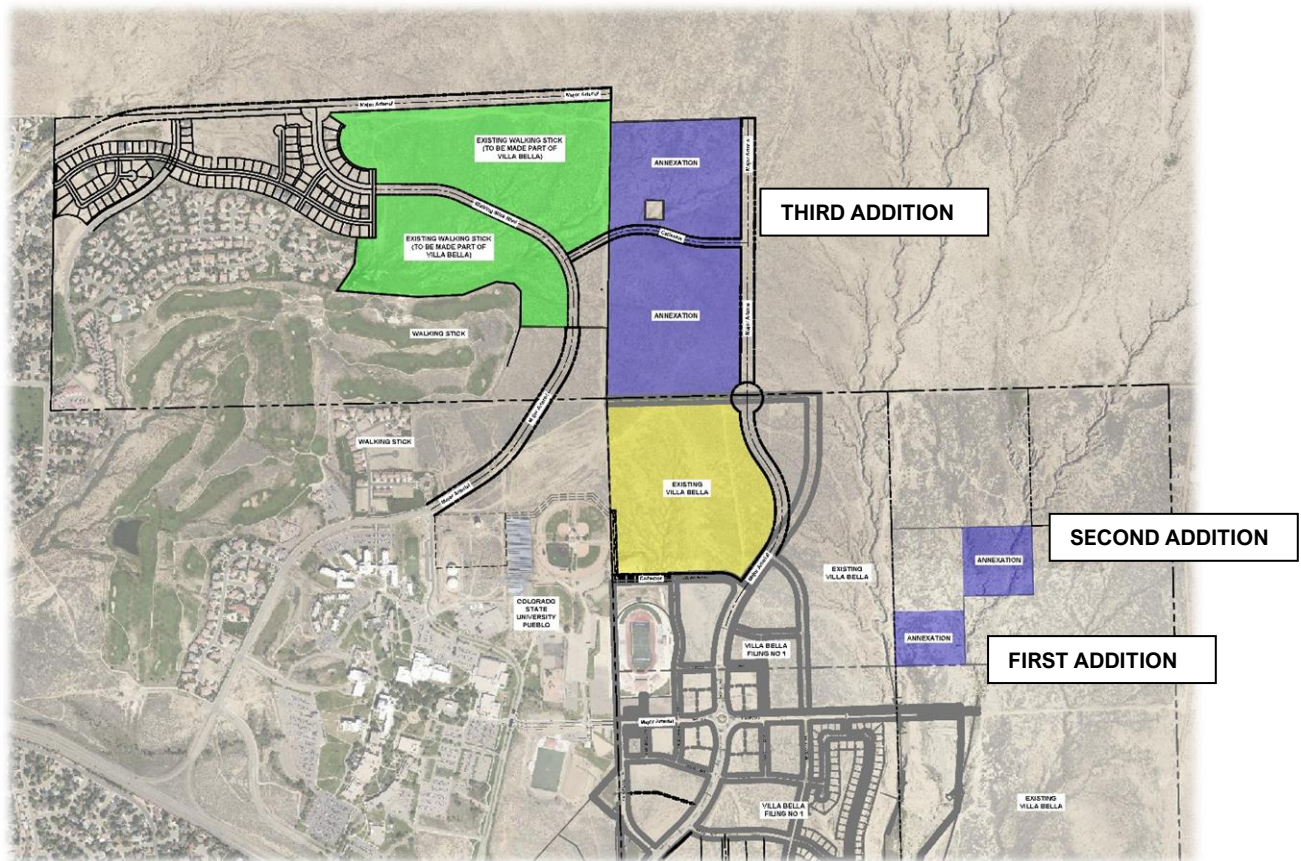
CIVIL CONSULTANTS, INC.

SHEET 1 OF 1

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.

ANNEXATION AGREEMENT

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

This Annexation Agreement is made effective as of _____ 2024, 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.



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 24, 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: A RESOLUTION APPROVING AND ADOPTING FINDINGS AND DETERMINATIONS CONCERNING THE PROPOSED ANNEXATION OF THE AREA COMMONLY KNOWN AS THE SECOND ADDITION TO VILLA BELLA ANNEXATION DESCRIBED AS 10.094-ACRES OF LAND GENERALLY LOCATED NORTHEAST OF THE INTERSECTION OF TROY AVENUE AND RAWLINGS BOULEVARD

SUMMARY:

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

PREVIOUS COUNCIL ACTION:

On February 12, 2024, City Council approved Resolution No. 15485 preliminarily determining that the petition for annexation of the area commonly known as the Second Addition to Villa Bella Annexation is valid under the provisions of Colorado Revised Statutes Section 31-12-107(1). A request for extension was submitted to City Council on February 24, 2025 and was approved by Resolution No. 15918.

BACKGROUND:

The Second Addition to Villa Bella Annexation is generally located northeast of Villa Bella Filing 2 and west of the proposed Baculite Mesa Road roadway. The Petitioners are requesting to annex 10.094-acres into the City for a potential mixture of land uses that complies with the future land use designations within the Pueblo Regional Comprehensive Plan, adopted in 2022, as amended. The area to be annexed is located within the boundaries of the City of Pueblo's 3-Mile Annexation Plan. This Resolution determines that the annexation is found and determined to meet the applicable requirements of the Colorado Revised Statutes §31-12-104 and 105 establishing eligibility for annexation under the Municipal Annexation Act of 1965. The findings and

determination include:

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

FINANCIAL IMPLICATIONS:

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

BOARD/COMMISSION RECOMMENDATION:

The City Planning and Zoning Commission reviewed the annexation at the January 8, 2025, Regular Meeting. A motion to approve the proposed annexation was made by Commissioner Bailey and seconded by Commissioner Aznar to recommend approval of the proposed annexation petition. Motion passed 7-0.

STAKEHOLDER PROCESS:

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

ALTERNATIVES:

Deny the Resolution.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Findings & Det 2nd Addition Villa Bella Attachments

RESOLUTION NO. 15936

A RESOLUTION APPROVING AND ADOPTING FINDINGS AND DETERMINATIONS CONCERNING THE PROPOSED ANNEXATION OF THE AREA COMMONLY KNOWN AS THE SECOND ADDITION TO VILLA BELLA ANNEXATION DESCRIBED AS 10.094-ACRES OF LAND GENERALLY LOCATED NORTHEAST OF THE INTERSECTION OF TROY AVENUE AND RAWLINGS BOULEVARD

WHEREAS, the Pueblo City Council commenced on March 24, 2025, and concluded a public hearing on March 24, 2025, for the purpose of determining and finding whether or not the area proposed to be annexed and described in Resolution No. 15918 and the annexation plat (herein "area to be annexed") meets the applicable requirements of C.R.S. §31-12-104 and 105; and,

WHEREAS, the Pueblo City Council has now considered the testimony and evidence presented at the public hearing including the annexation plat of the area to be annexed, prepared and certified by Vernon P. Taylor under the date of March 7, 2025; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

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

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

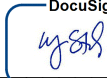
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 24, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

CITY OF PUEBLO
ANNEXATION INFORMATION SHEET

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

TO BE COMPLETED BY PETITIONERS

Name of Annexation: SECOND ADDITION TO VILLA BELLA

Location and size in acres: Section 16, Township 20 South,
Range 64, West of the 6th P.M., County of Pueblo, Colorado,
10.094 acres.

100 % of Owners yes; Less than 100% of owners _____
School District No. 60; Special District: n/a 70VH

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

For Office Use Only: Date Reviewed by Director of Land Use _____
Date Petition Filed _____ Filing Fee \$ _____ Paid _____
Resolution Finding Substantial Compliance adopted _____,
Date of Public Hearing _____; Notice of Public Hearing Published: _____,
_____, _____, and _____.

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

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

**CITY OF PUEBLO
PETITION FOR ANNEXATION**

TO THE CITY COUNCIL OF PUEBLO, COLORADO:

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

LEGAL DESCRIPTIONS FROM TITLE COMMITMENT

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).

As ground for this annexation, Petitioners state:

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

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

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

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

14. Petitioners consent and agree to the following conditions:

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

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

<u>SIGNATURE</u>	<u>MAILING ADDRESS</u>	<u>LEGAL DESCRIPTION</u>	<u>DATE OF SIGNING</u>
	CALEB DEVELOPMENT LLC 36.45% 212 N WAHSATCH AVE, STE 301 COLORADO SPRINGS CO 80903	Parcel A	11/29/23

	LORSON NORTH LAND CORP 63.55% 212 N WAHSATCH AVE, STE 301 COLORADO SPRINGS CO 80903	Parcel A	11/28/23
---	---	----------	----------

See attached legal descriptions

CIRCULATOR'S OATH

STATE OF COLORADO)
)
) EL PASO) SS.
)
) COUNTY OF ~~PUEBLO~~)

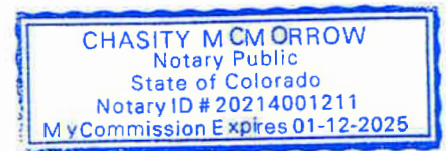
The undersigned of lawful age being first duly sworn upon oath deposes and states that I circulated the foregoing Petition For Annexation and that each signature therein is the signature of the person whose name it purports to be.


Circulator's Signature

Subscribed and affirmed, or sworn to, before me in the County of El Paso,
State of Colorado, this 29th day of November,
2023,
By Jeff Mark.

Witness my hand and official seal.

My commission expires: 01-02-2025



(SEAL)

Charity McMonow
Notary Public (or official title)

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	2552.50 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) 08051C05040, 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. 65658UTC DATED JUNE 8, 2022 AT 7:30 A.M. HAS BEEN REVIEWED AS IT PERTAINS TO PARCELS A.

LEGAL DESCRIPTIONS FROM TITLE COMMITMENTS

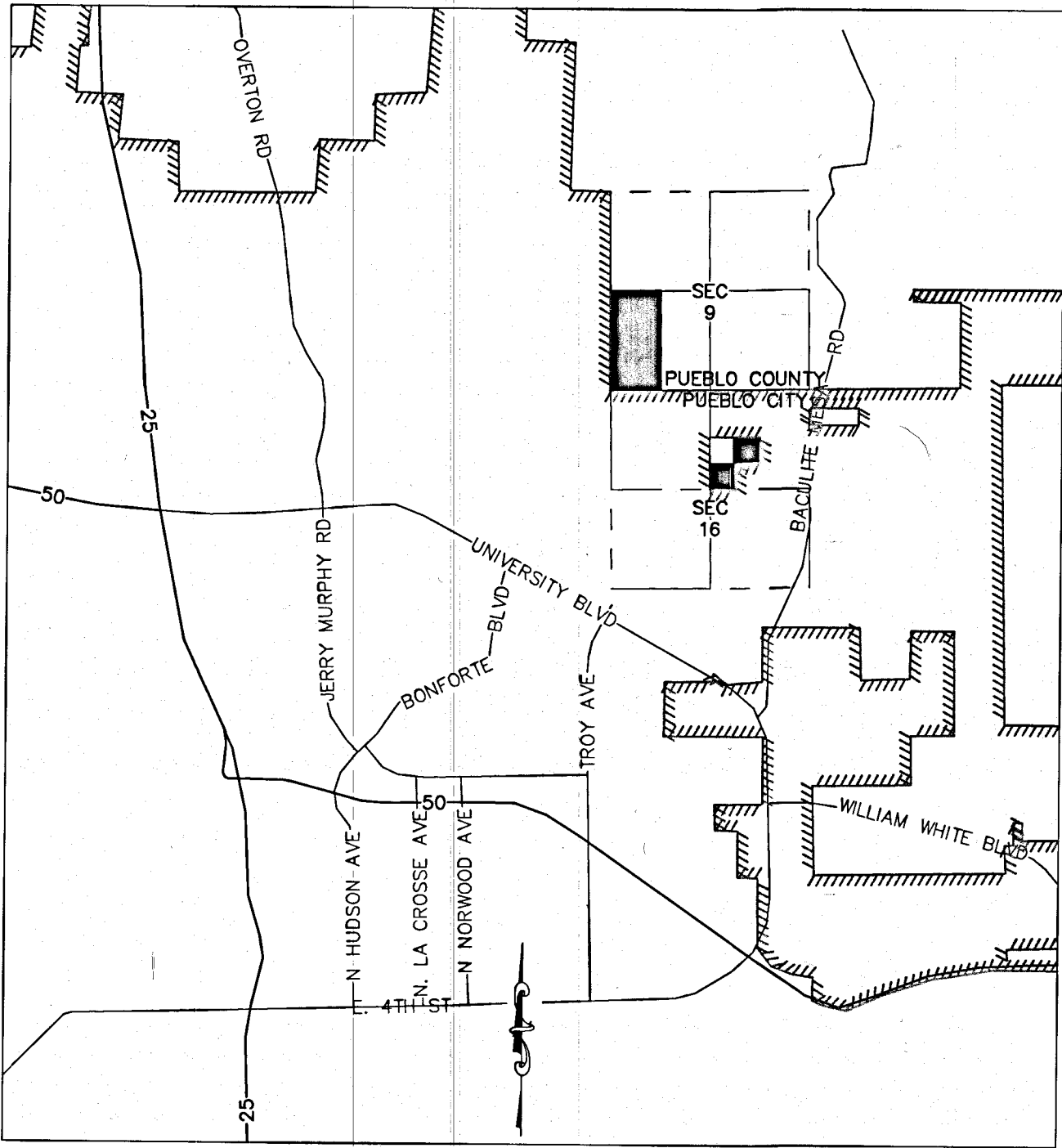
PARCEL A: THE NORTH SIX (6) ACRES OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO. AND: THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4)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

LEGEND

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

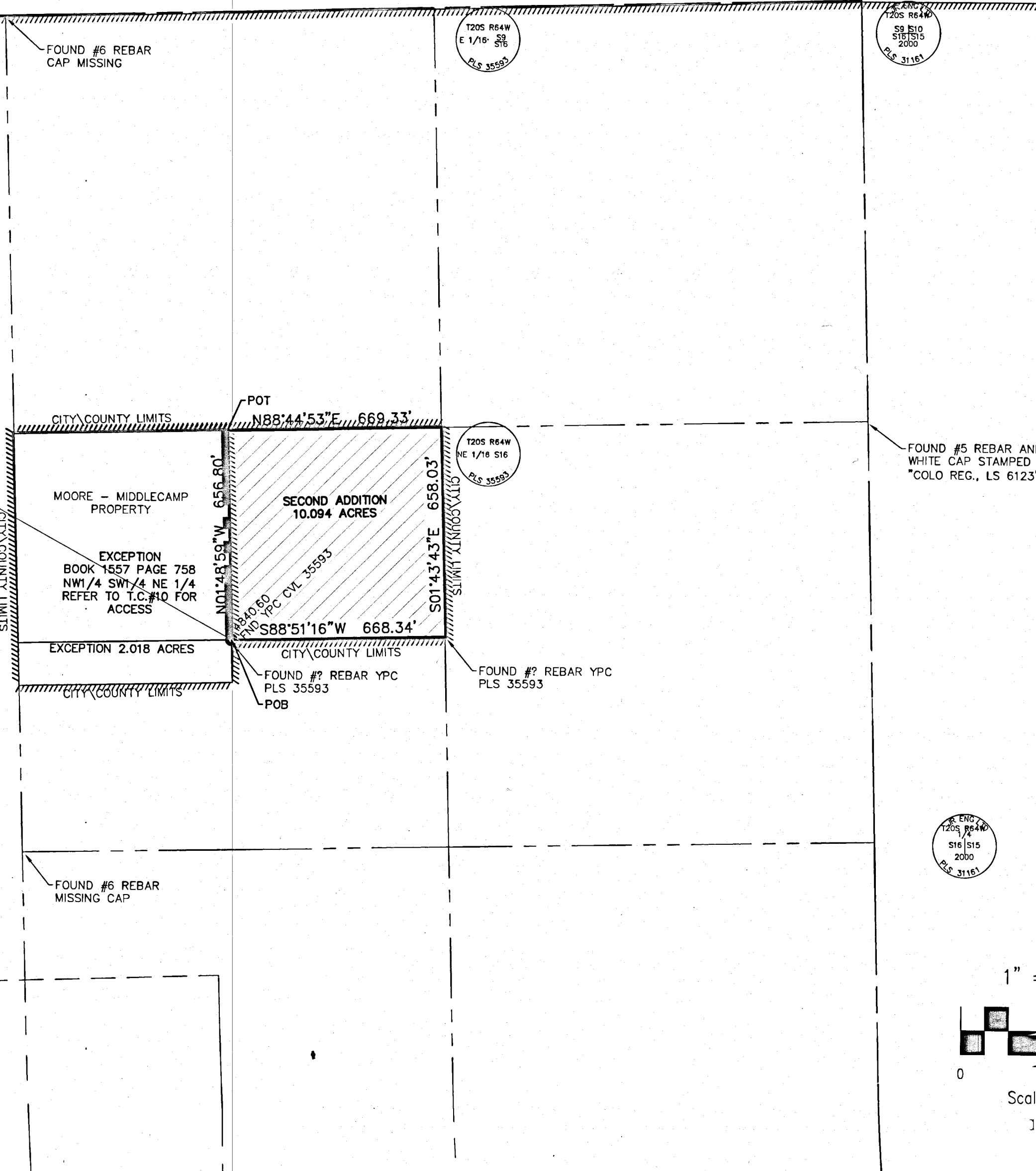


VICINITY MAP NOT TO SCALE

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.

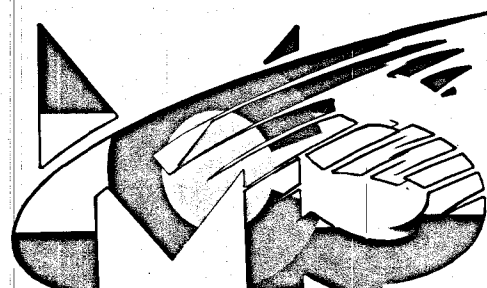
Vernon P. Taylor
VERNON P. TAYLOR, COLO. PLS NO. 25966
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS



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
ISSUED FOR MYLAR 03/12/25



212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

CIVIL CONSULTANTS, INC.

SHEET 1 OF 1

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.

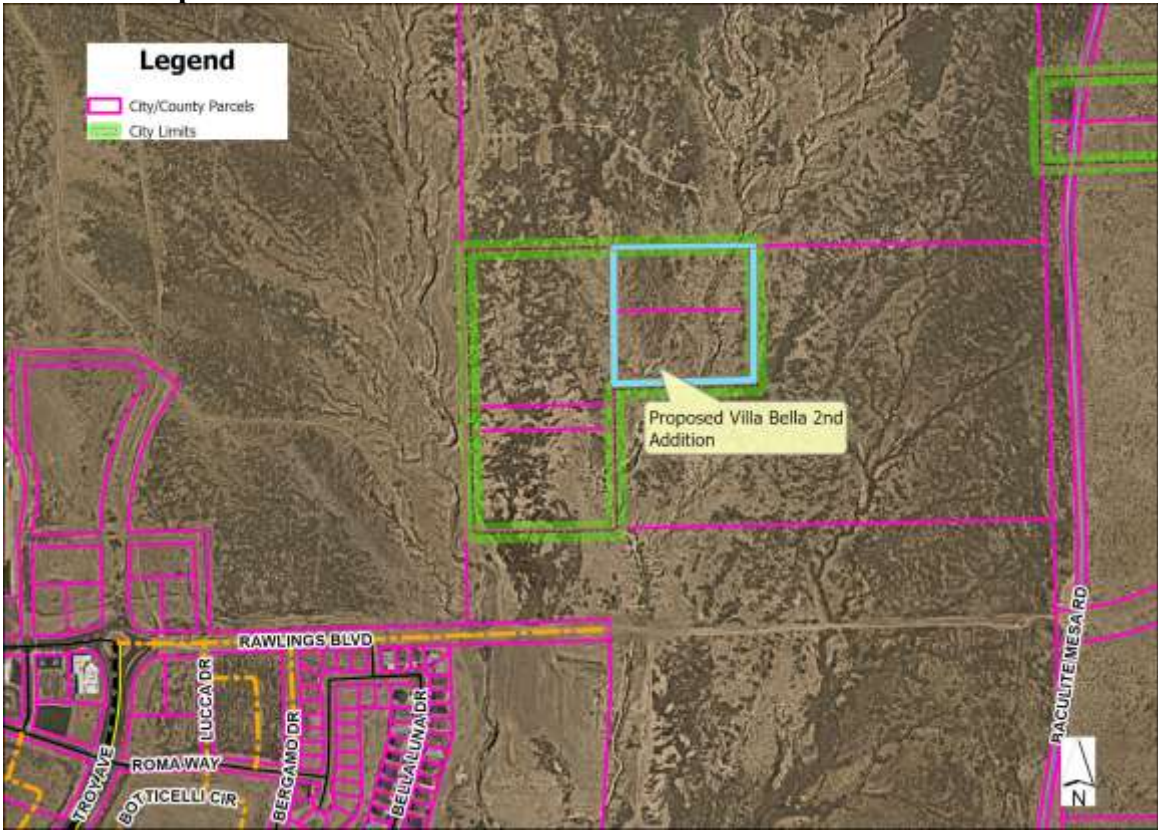
The petitioner will be required to comply with the City's Code of Ordinances for any subdivision of the property.

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.

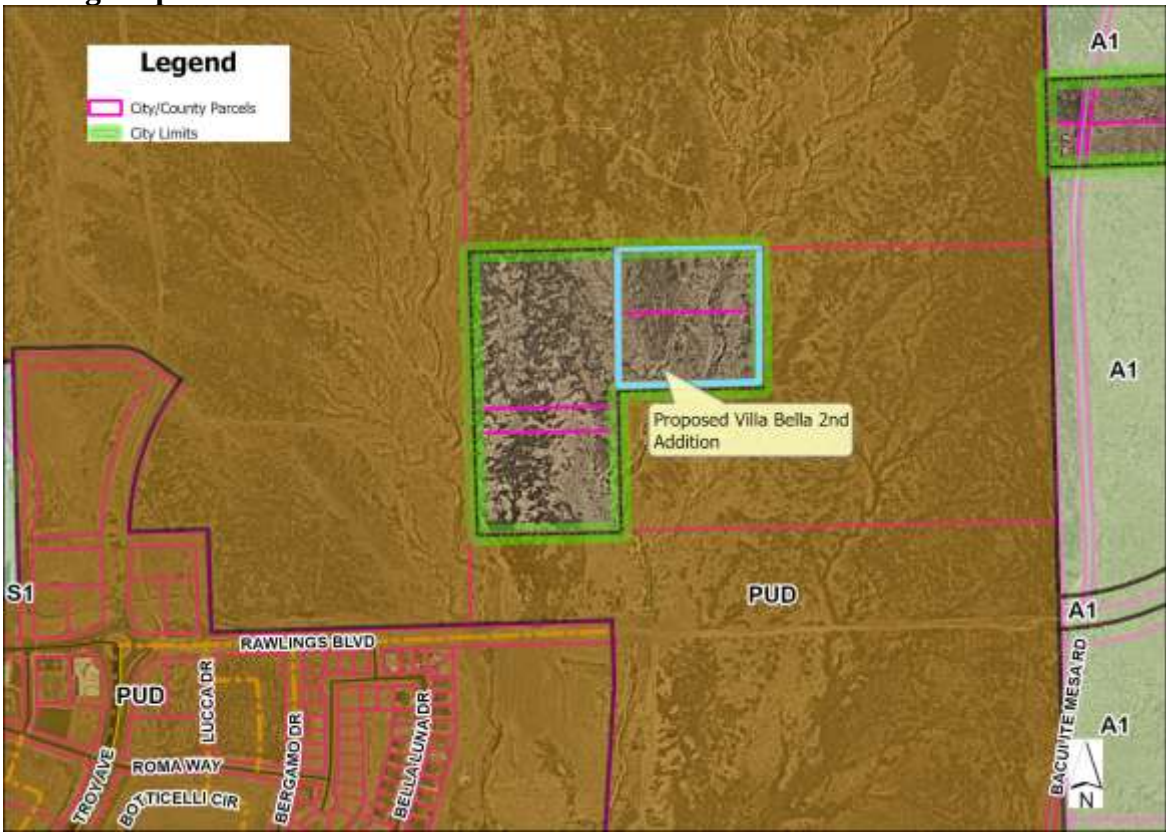
ATTACHMENTS

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

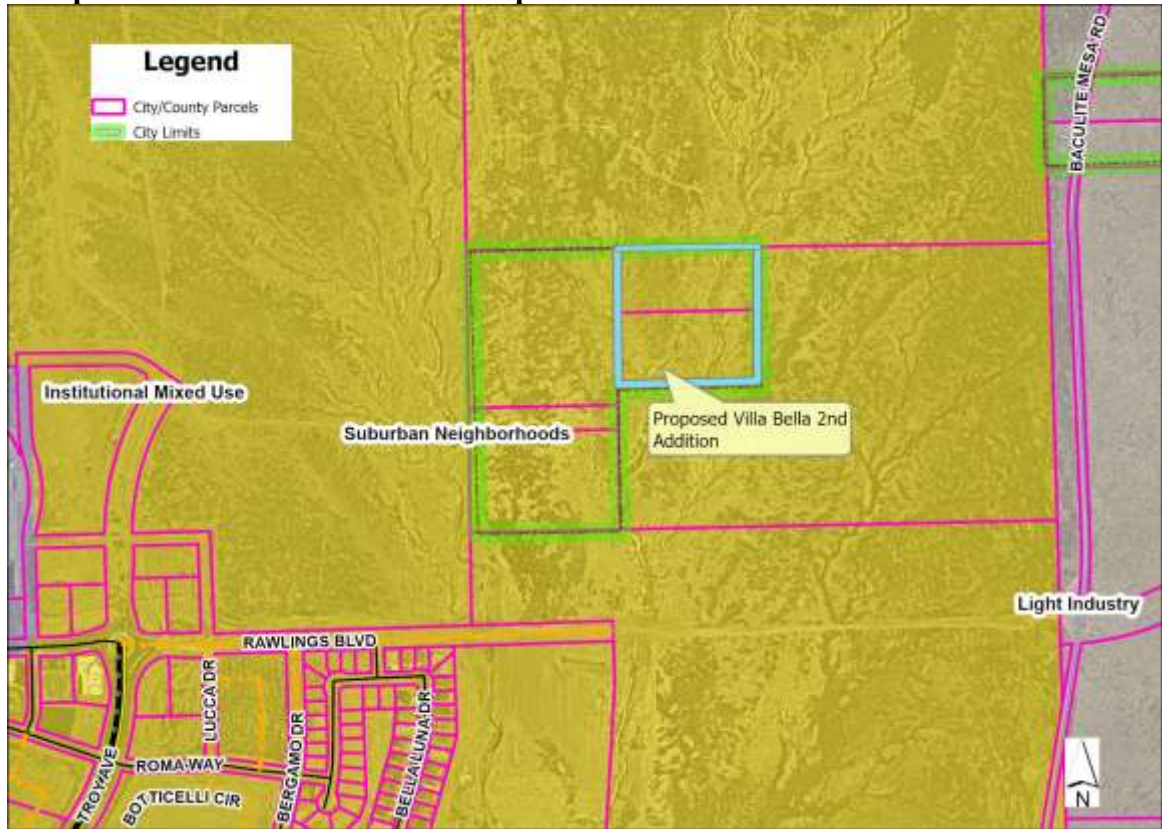
A. Location Map



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	2552.50 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) 08051C05040, 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. 65658UTC DATED JUNE 8, 2022 AT 7:30 A.M. HAS BEEN REVIEWED AS IT PERTAINS TO PARCELS A.

LEGAL DESCRIPTIONS FROM TITLE COMMITMENTS

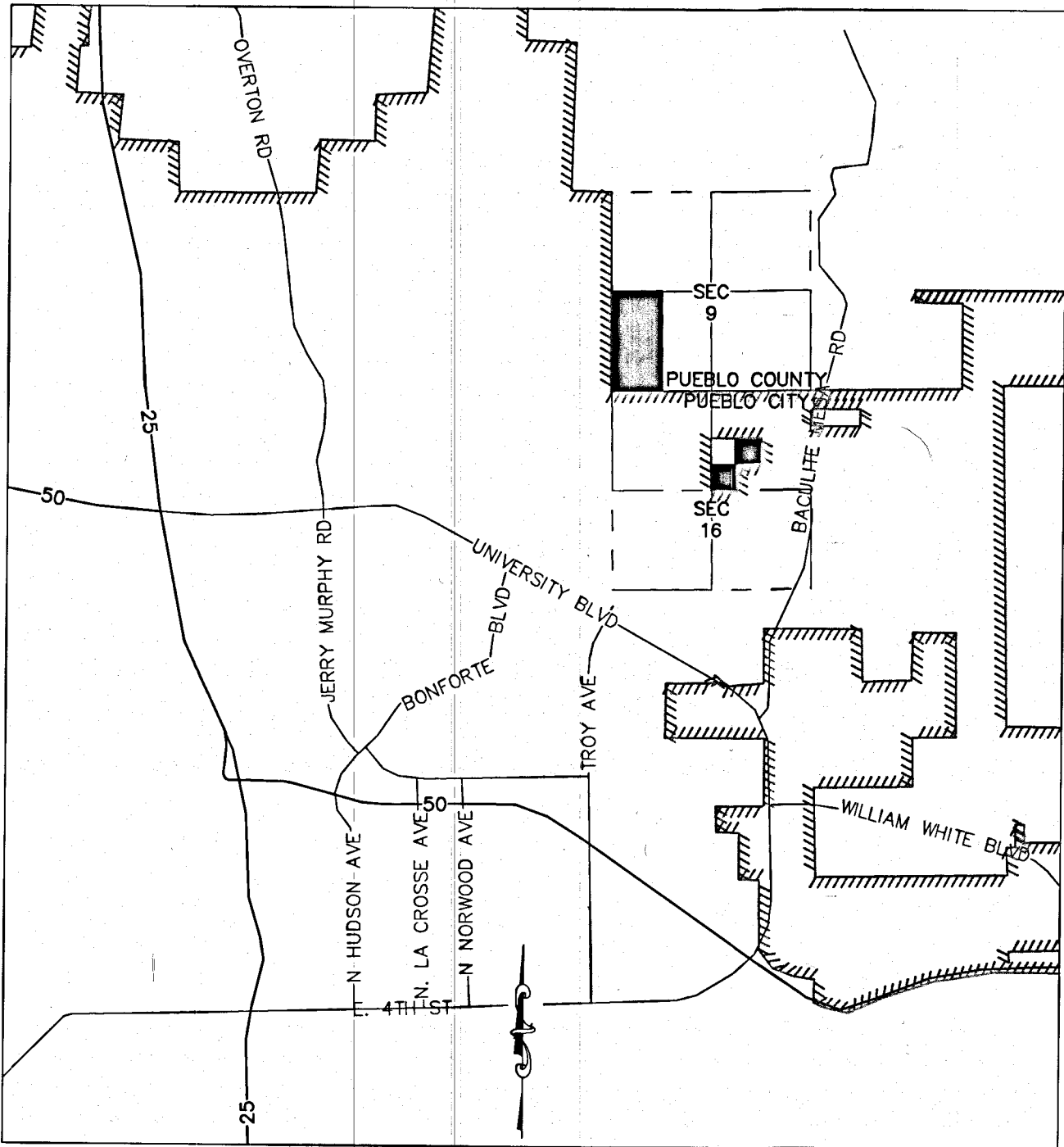
PARCEL A:
THE NORTH SIX (6) ACRES OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO.
AND: THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4)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

LEGEND

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



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.

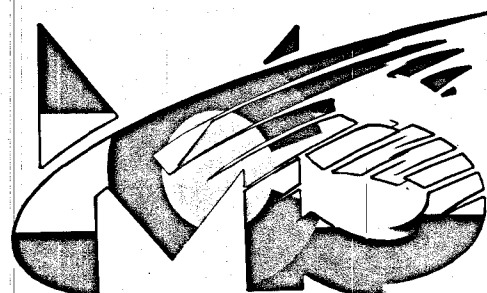
Vernon P. Taylor
VERNON P. TAYLOR, COLO. PLS NO. 25966
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS



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
ISSUED FOR MYLAR 03/12/25

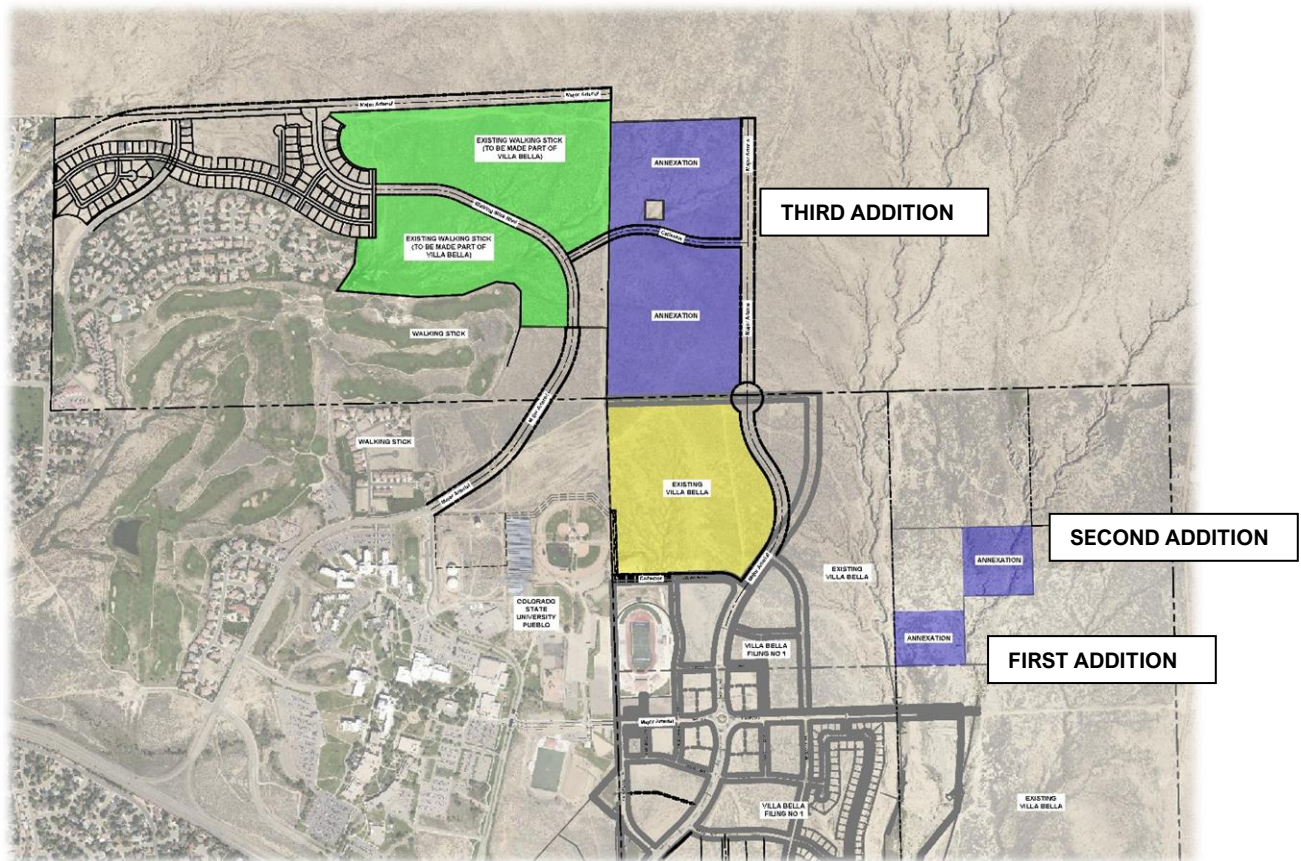


212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

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.

ANNEXATION AGREEMENT

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

This Annexation Agreement is made effective as of _____ 2024, 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.



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 24, 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: A RESOLUTION APPROVING AND ADOPTING FINDINGS AND DETERMINATIONS CONCERNING THE PROPOSED ANNEXATION OF THE AREA COMMONLY KNOWN AS THE THIRD ADDITION TO VILLA BELLA ANNEXATION DESCRIBED AS 79.637-ACRES OF LAND GENERALLY LOCATED NORTHEAST OF THE INTERSECTION OF TROY AVENUE AND RAWLINGS BOULEVARD AND ADJACENT TO THE WALKING STICK VISTA DEVELOPMENT

SUMMARY:

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

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 Third Addition to Villa Bella Annexation is generally located northeast of the intersection of Troy Avenue and Rawlings Boulevard and adjacent to the Walking Stick Vista development. The Petitioners are requesting to annex 79.637-acres into the City for a potential mixture of land uses that complies with the future land use designations within the Pueblo Regional Comprehensive Plan, adopted in 2022, as amended. The

area to be annexed is located within the boundaries of the City of Pueblo's 3-Mile Annexation Plan. This Resolution determines that the annexation is found and determined to meet the applicable requirements of the Colorado Revised Statutes §31-12-104 and 105 establishing eligibility for annexation under the Municipal Annexation Act of 1965. The findings and determination include:

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

FINANCIAL IMPLICATIONS:

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

BOARD/COMMISSION RECOMMENDATION:

The City Planning and Zoning Commission reviewed the annexation at the January 8, 2025, Regular Meeting. A motion to approve the proposed annexation was made by Commissioner Bailey and seconded by Commissioner Aznar to recommend approval of the proposed annexation petition. Motion passed 7-0.

STAKEHOLDER PROCESS:

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

ALTERNATIVES:

Deny the Resolution.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Findings & Det-3rd Addition Villa Bella Attachments

RESOLUTION NO. 15937

A RESOLUTION APPROVING AND ADOPTING FINDINGS AND DETERMINATIONS CONCERNING THE PROPOSED ANNEXATION OF THE AREA COMMONLY KNOWN AS THE THIRD ADDITION TO VILLA BELLA ANNEXATION DESCRIBED AS 79.637-ACRES OF LAND GENERALLY LOCATED NORTHEAST OF THE INTERSECTION OF TROY AVENUE AND RAWLINGS BOULEVARD AND ADJACENT TO THE WALKING STICK VISTA DEVELOPMENT

WHEREAS, the Pueblo City Council commenced on March 24, 2025, and concluded a public hearing on March 24, 2025, for the purpose of determining and finding whether or not the area proposed to be annexed and described in Resolution No. 15919 and the annexation plat (herein "area to be annexed") meets the applicable requirements of C.R.S. §31-12-104 and 105; and,

WHEREAS, the Pueblo City Council has now considered the testimony and evidence presented at the public hearing including the annexation plat of the area to be annexed, prepared and certified by Vernon P. Taylor under the date of March 7, 2025; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

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

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

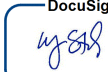
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 24, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

CITY OF PUEBLO
ANNEXATION INFORMATION SHEET

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

TO BE COMPLETED BY PETITIONERS

Name of Annexation: THIRD ADDITION TO VILLA BELLA

Location and size in acres: Section 9, Township 20 South,
Range 64, West of the 6th P.M., County of Pueblo, Colorado,
79.637 acres.

100 % of Owners yes; Less than 100% of owners _____

School District No. 60; Special District: ~~7A~~ 70A

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

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

Date Petition Filed _____ Filing Fee \$ _____ Paid _____

Resolution Finding Substantial Compliance adopted _____

Date of Public Hearing _____; Notice of Public Hearing Published: _____

_____, _____, and _____.

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

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

**CITY OF PUEBLO
PETITION FOR ANNEXATION**

TO THE CITY COUNCIL OF PUEBLO, COLORADO:

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

LEGAL DESCRIPTIONS FROM TITLE COMMITMENT

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.

As ground for this annexation, Petitioners state:

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

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

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

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

14. Petitioners consent and agree to the following conditions:

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

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

SIGNATURE



MAILING
ADDRESS

212 N WAHSATCH AVE,
STE 301, COLORADO
SPRINGS CO 80903

LEGAL
DESCRIPTION

Parcel A

DATE OF
SIGNING

 11/29/23

See attached legal descriptions

CIRCULATOR'S OATH

STATE OF COLORADO)
COUNTY OF EL PASO) SS.
~~PERMID~~

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

Circulator's Signature

Subscribed and affirmed, or sworn to, before me in the County of El Paso,
State of Colorado, this 29th day of November,
2023.
By Jeff mark.

Witness my hand and official seal.

My commission expires: 01-12-2025



(SEAL)

Chang Mcmow
Notary Public (or official title)

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 SOUTHWEST 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

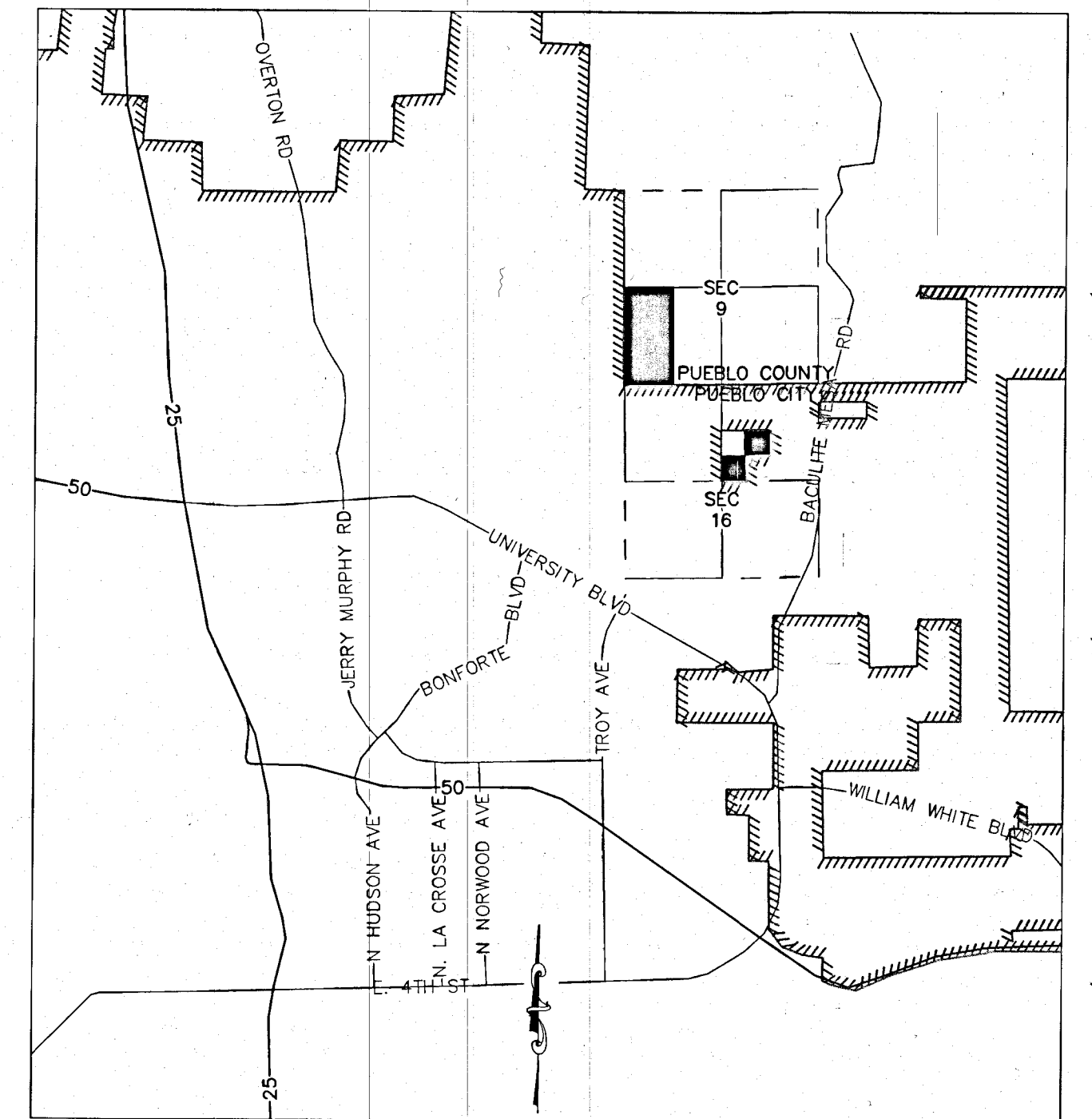
PARCEL A: ALL OF MANHATTAN PARK, INCLUDING VACATED ALLEYS AND STREETS, ACCORDING TO THE RECORDED PLAT THEREOF, FILED FOR RECORD APRIL 11, 1989 AT RECEPTION NO. 32454; EXCEPT LOTS 41 TO 46, INCLUSIVE, IN BLOCK 7, TOGETHER WITH THAT PORTION OF 1/2 OF VACATED CATARACT AVENUE ADJOINING SAID LOTS AND WITH 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 HAWTHORNE 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



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
VERNON P. TAYLOR, COLO. PLS NO. 25966

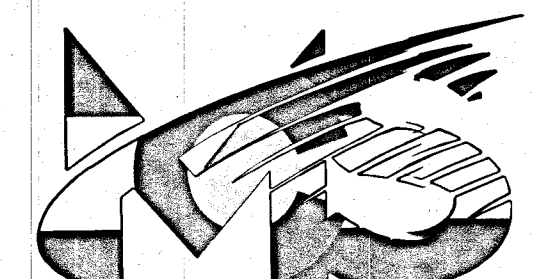
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS



OWNER APPLICANT SUMMARY TABLE

PARCEL	ACREAGE	OWNER	LEGAL
A	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
ISSUED FOR MYLAR 03/12/25



CIVIL CONSULTANTS, INC.

SHEET 1 OF 1

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)

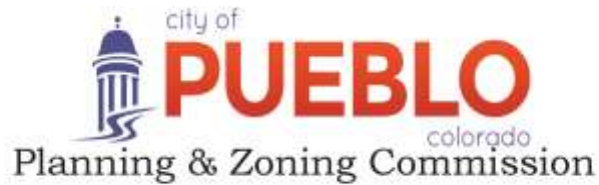
Commission Action: Bailey motioned to recommend the annexation application be forwarded to City Council for approval, seconded by Aznar.

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.

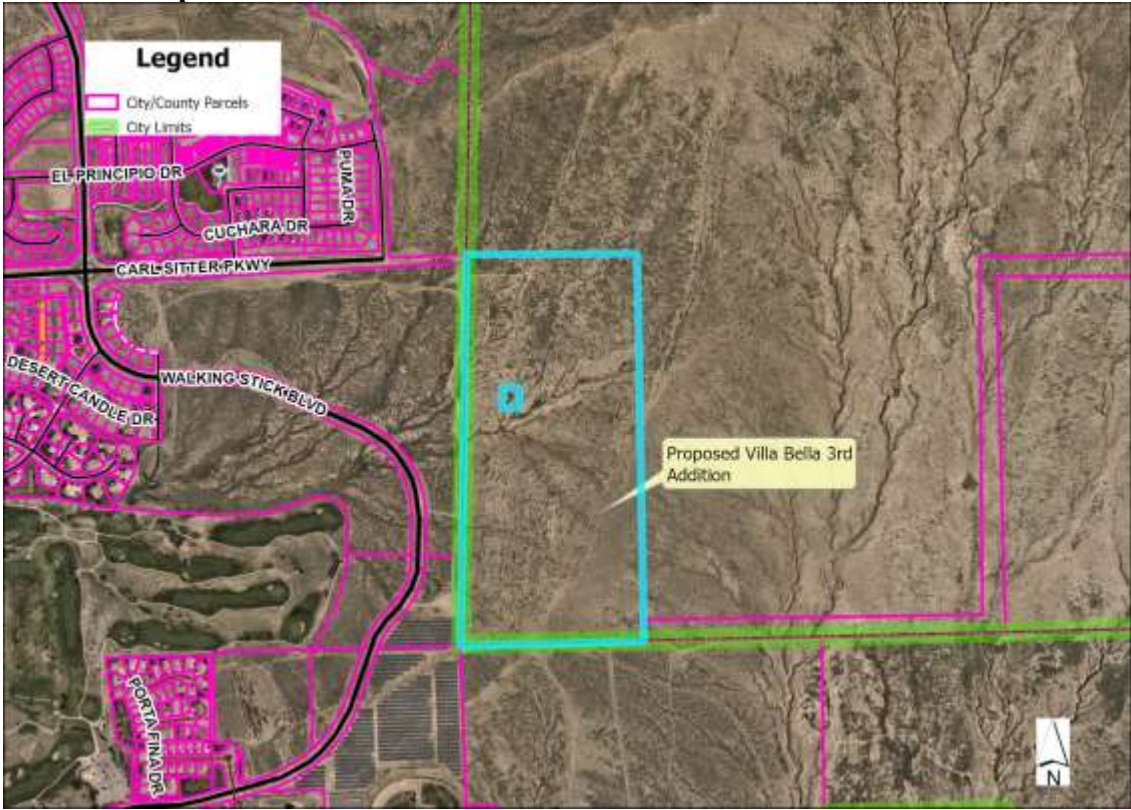
The petitioner will be required to comply with the City's Code of Ordinances for any subdivision of the property.

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

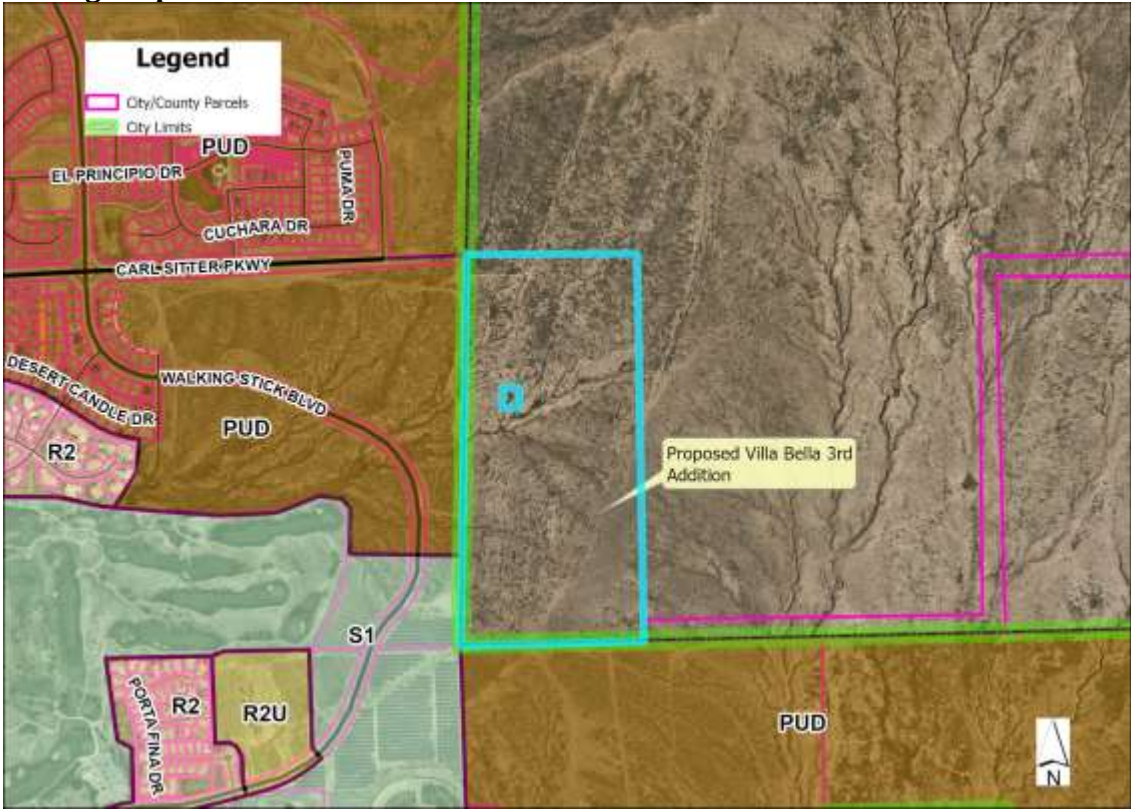
ATTACHMENTS

- 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)

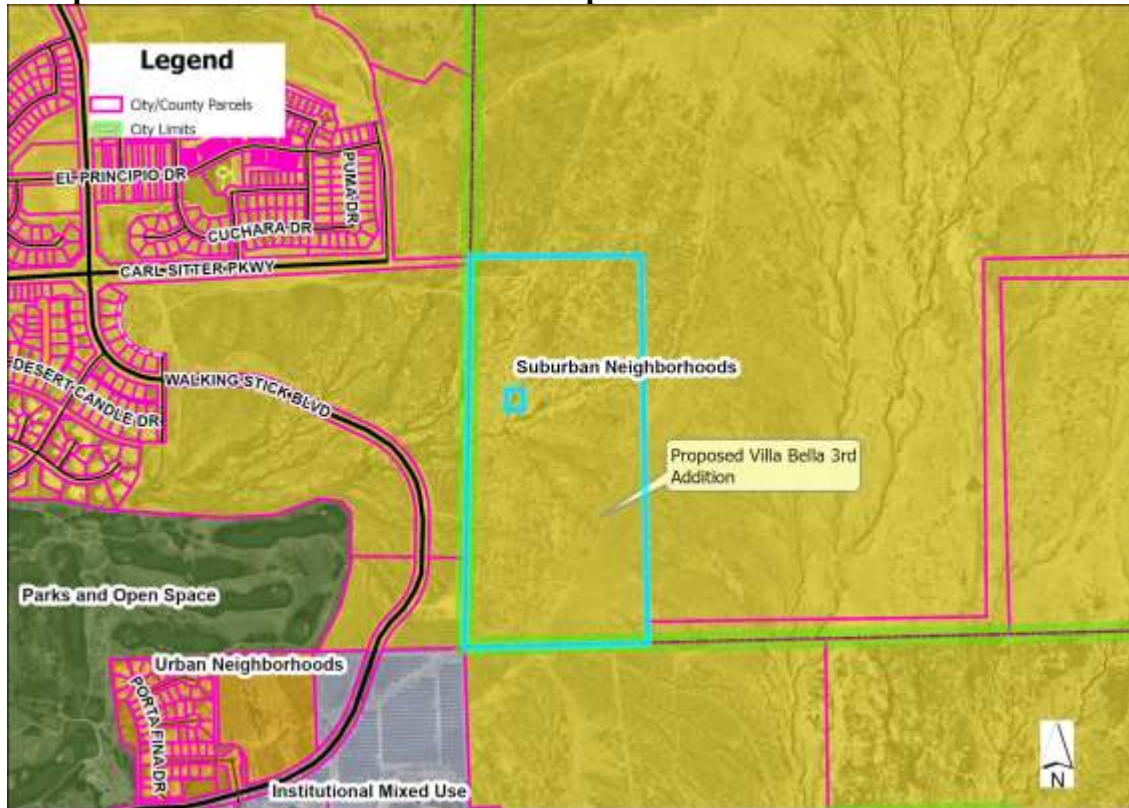
A. Location Map



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

- 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

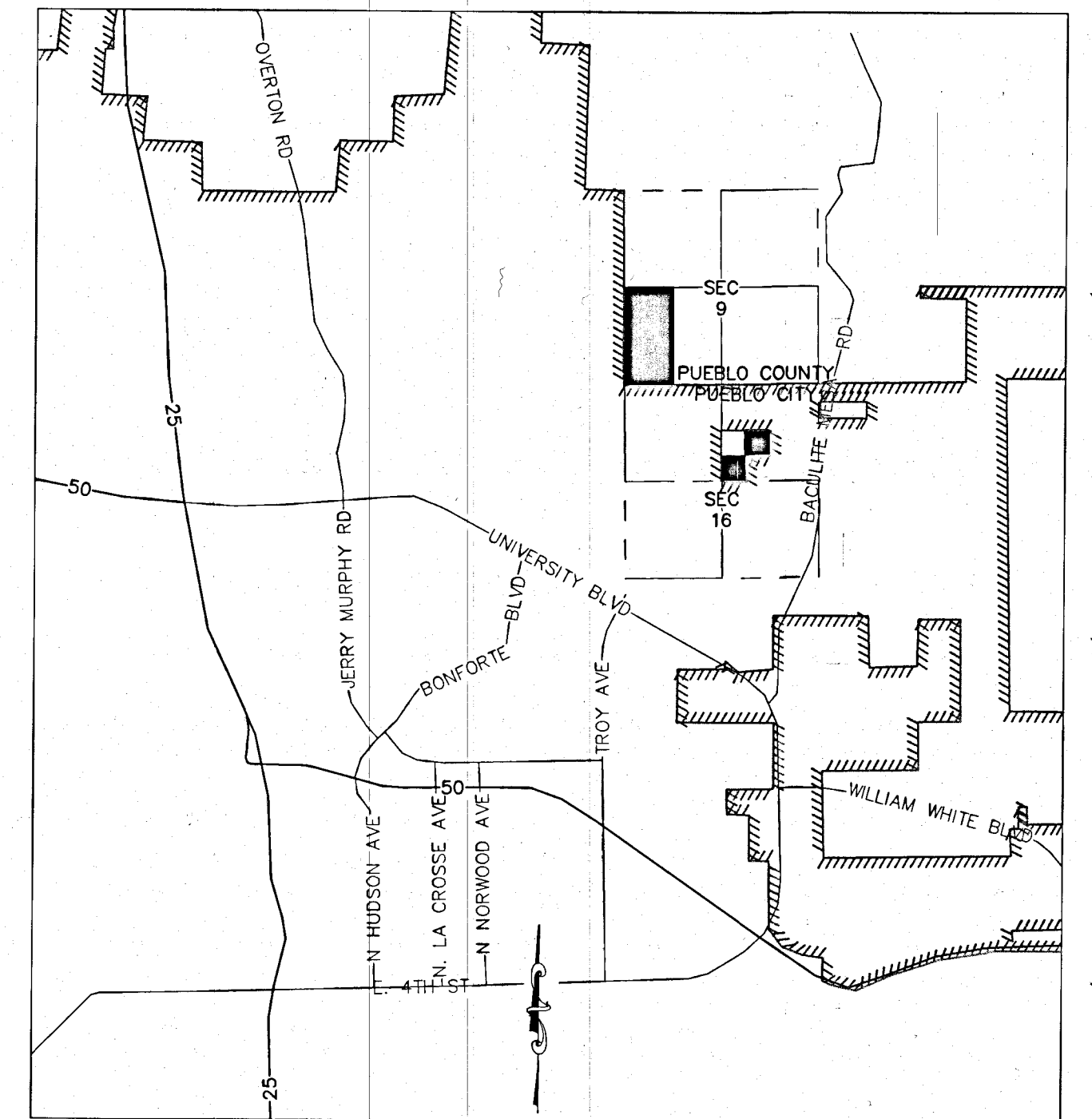
PARCEL A: ALL OF MANHATTAN PARK, INCLUDING VACATED ALLEYS AND STREETS, ACCORDING TO THE RECORDED PLAT THEREOF, FILED FOR RECORD APRIL 11, 1989 AT RECEPTION NO. 32454; EXCEPT LOTS 41 TO 46, INCLUSIVE, IN BLOCK 7, TOGETHER WITH THAT PORTION OF 1/2 OF VACATED CATARACT AVENUE ADJOINING SAID LOTS AND WITH 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 HAWTHORNE 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



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
VERNON P. TAYLOR, COLO. PLS NO. 25966

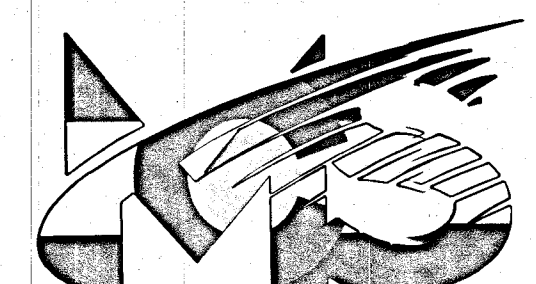
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS



OWNER APPLICANT SUMMARY TABLE

PARCEL	ACREAGE	OWNER	LEGAL
A	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
ISSUED FOR MYLAR 03/12/25



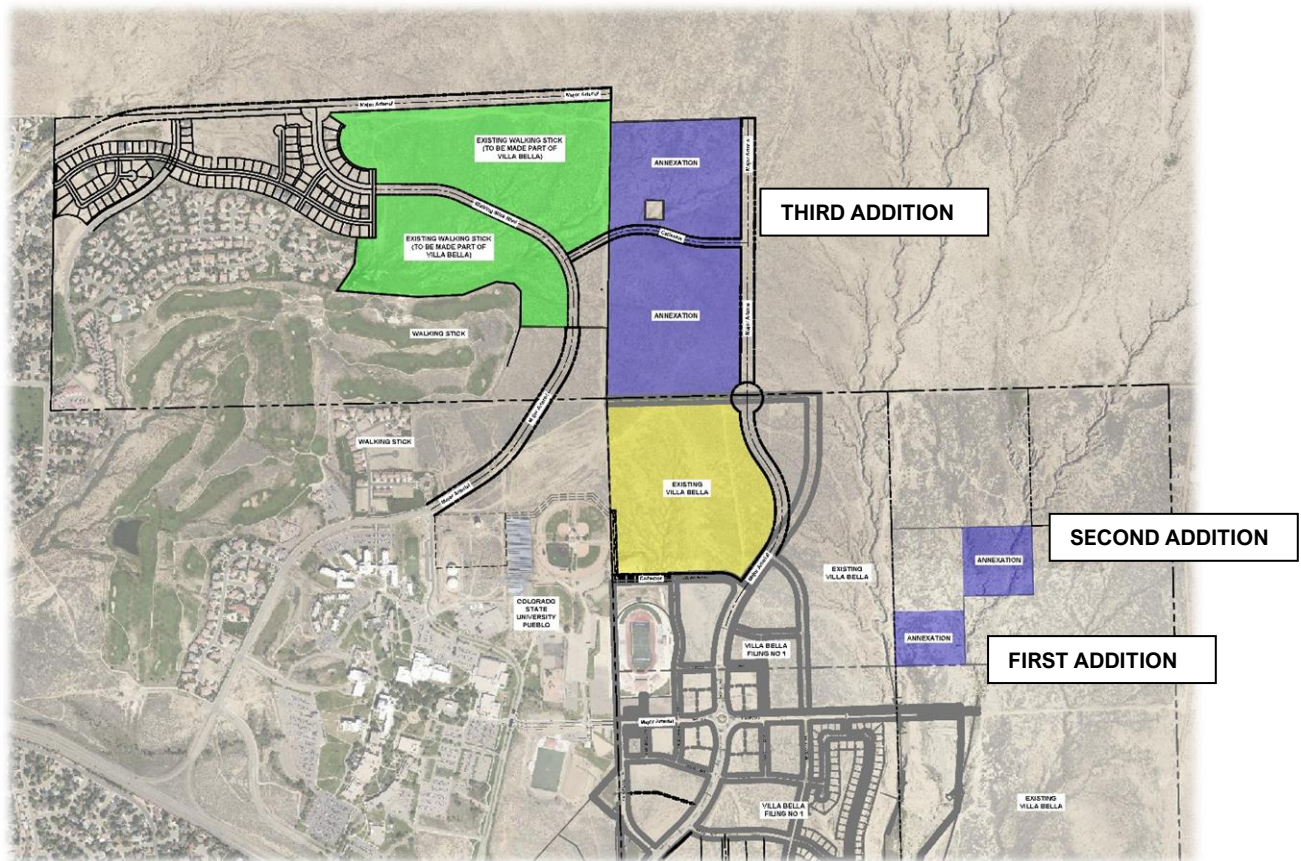
CIVIL CONSULTANTS, INC.

SHEET 1 OF 1

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.

ANNEXATION AGREEMENT

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

This Annexation Agreement is made effective as of _____ 2024, 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: ~~LeRoy Landhuis, Manager~~ Jeff Mark, Authorized Signing Agent
Eagle Development Company
212 N. Wahsatch Avenue, Ste 301,
Colorado Springs, CO 80903-3476

~~LeRoy Landhuis, Manager~~ 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

Eagle Development Company, a Colorado corporation

Lorson North Land Corporation, a Colorado Corporation

STATE OF _____)

) ss

My commission expires: _____

[S E A L]

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.

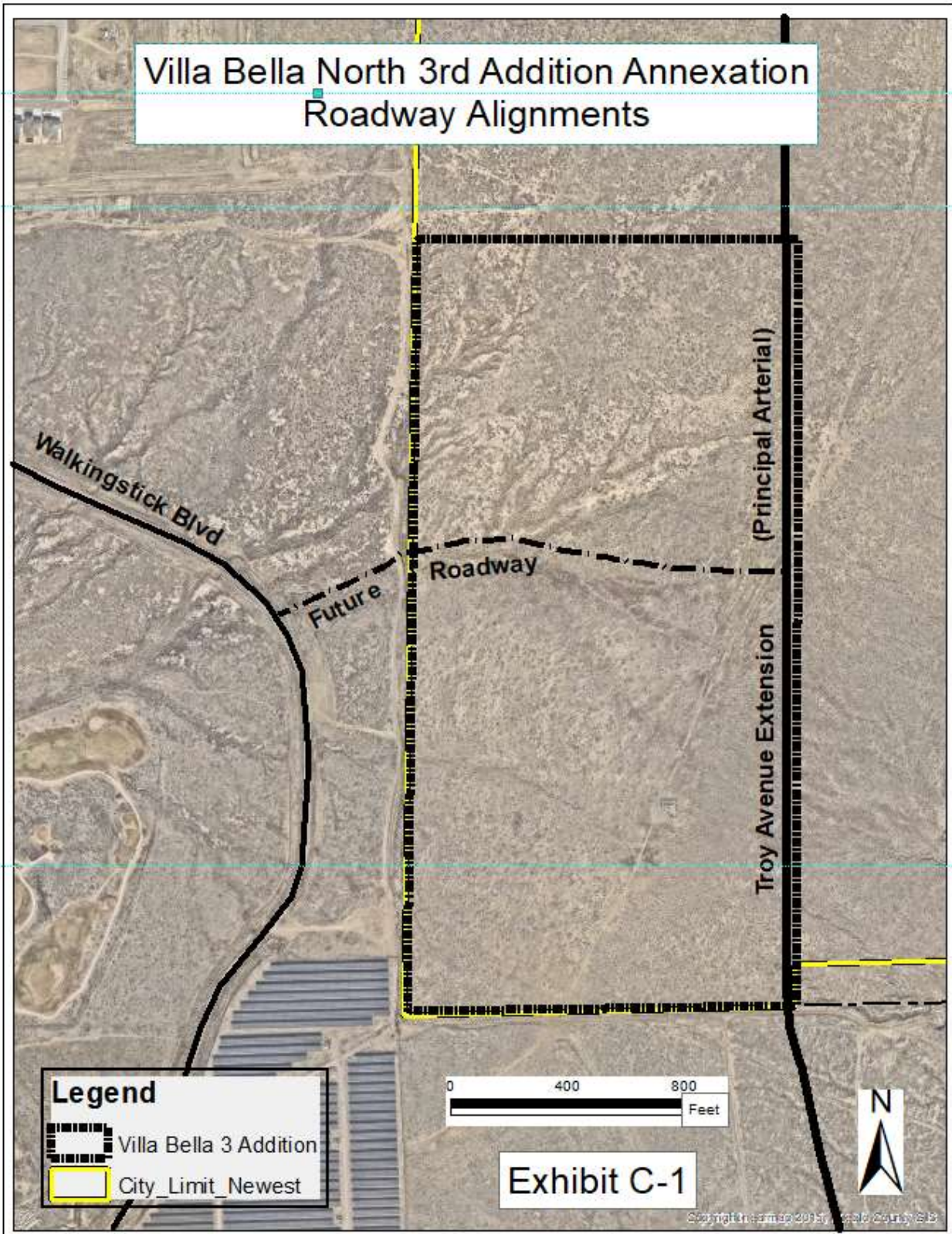
7. Public Safety Fee

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.





**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 24, 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 AMENDING RESOLUTION NO. 15732, TO UPDATE THE FINANCE PROJECT ACCOUNT NUMBERS ASSIGNED FOR PROJECTS ASSOCIATED WITH FIRE STATIONS 6, 8, AND 11.

SUMMARY:

A Resolution amending Resolution No. 15732 to update the finance project account numbers assigned to projects related to the Fire Stations 6, 8, and 11.

PREVIOUS COUNCIL ACTION:

On April 22, 2024, City Council approved Resolution No. 15609 which awarded a construction contract to Nunn Construction, for Project No. 24-010 Construction of Fire Stations 6, 8, and 11. The funding for that contract was from Capital Project Fund No. 456 - Fire Stations.

On May 13, 2024, City Council approved Resolution No. 15637 which established two finance project accounts, including CI2435 for the construction of Fire Stations 6, 8, and 11; and CI2434 for the procurement of new fire apparatus.

On May 28, 2024, City Council approved Resolution 15641 which approved Amendment No. 3 to the Agreement for Professional Architectural Services with Allred and Associates. The funding for that amendment was to be paid from account CI2435 - Fire Stations 6, 8, and 11.

On June 10, 2023, City Council approved Resolution No. 15651 which awarded an agreement for Professional Consulting Services in the amount of \$196,470.00 to Ground Engineering Consultants, Inc. The funding for that agreement was to be paid from account CI2435 - Fire Stations 6, 8, and 11.

On August 12, 2024, City Council approved Resolution 15719 which amended Resolution 15637 to update the finance project account numbers assigned to the projects

for the Fire Stations 6, 8, and 11.

On August 26, 2024, City Council approved Resolution 15732 which amended Resolution 15609, 15641, and 15651 to update the finance project account numbers assigned to the projects for Fire Stations 6, 8 and 11.

On February 24, City Council approved Ordinance 10903, approving and authorizing the Mayor to execute an IGA between the City of Pueblo and the State of Colorado, Colorado Energy Office, providing grant funding 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: CI2451, CI2452, and CI2453.

BACKGROUND:

The City of Pueblo and the City of Pueblo Fire Department have committed to electrification in the construction of the three new fire stations. To reduce potential grid impacts and to improve winter resiliency, we are leveraging geothermal resources. The design process included evaluation of several design alternatives prior to the present focus on geothermal energy and a geoexchange system. In addition, we completed a geothermal test well to validate the suitability of these sites for geoexchange. The geothermal systems are coupled with high efficiency VRF and ERV HVAC systems within the fire houses along with high efficiency lighting and building envelope.

The City received a grant for geothermal improvements for each of the three new fire stations, 6, 8 and 11. The funds for each of the geothermal grants were placed in separate accounts, per Ordinance 10903. This money needs to be allocated to pay Nunn Construction for a portion of the construction contract for the geothermal work that is being done on each of the Fire Stations. The funds that were previously allocated pay the contract will be reallocated to contingency funds.

FINANCIAL IMPLICATIONS:

This Resolution makes administrative changes to assign new project account numbers to the subject projects. There is no change to the anticipated project costs associated with this action.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

Failure to approve this Resolution will preclude City staff from making the administrative changes necessary to assign updated project account numbers for the specified projects.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15938

A RESOLUTION AMENDING RESOLUTION NO. 15732, TO UPDATE THE FINANCE PROJECT ACCOUNT NUMBERS ASSIGNED FOR PROJECTS ASSOCIATED WITH FIRE STATIONS 6, 8, AND 11.

WHEREAS, on April 22, 2024, City Council approved Resolution No. 15609 which awarded a construction contract to be paid from Capital Projects Fund No. 456 - Fire Stations; and

WHEREAS, on August 12, 2024, City Council approved Resolution No. 15719 which updated the finance project account numbers assigned to the projects to construction Fire Stations 6, 8, and 11; and

WHEREAS, on August 26, 2024, City Council approved Resolution No. 15732 which updated the finance project account numbers assigned to the projects to construction Fire Stations 6, 8, and 11; NOW THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Section 1 of Resolution No. 15732 is amended to read as follows:

SECTION 2.

Funds in the amount of \$33,935,000, shall be paid from Project No. FD2401 - Fire Stations 6, 8, and 11.

SECTION 2.

Funds in the amount of \$90,000 shall be paid from Project No. CI2451 - Geothermal Grant Fire Station 6.

SECTION 3.

Funds in the amount of \$90,000 shall be paid from Project No. CI2452 - Geothermal Grant Fire Station 8.

SECTION 4.

Funds in the amount of \$90,000 shall be paid from Project No. CI2453 - Geothermal Grant Fire Station 11.

SECTION 5.

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

Contingencies and Additional Work.....\$270,000

SECTION 6.

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

SECTION 7.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 24, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: [Signature]
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 24, 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: A RESOLUTION ENACTING A POLICY PROHIBITING THE PRESENCE
OF SIGNS WITHIN COUNCIL CHAMBERS DURING MEETINGS OF
CITY COUNCIL

SUMMARY:

This Resolution establishes a policy restricting the use and display of signs and posters as well as disruptions of public speakers and City Council and provides for removal from City Council Chambers for violation thereof.

PREVIOUS COUNCIL ACTION:

Council has historically approved Resolutions regarding the conduct of its meetings.

BACKGROUND:

This Resolution comes before Council upon the request of City Council members as discussed at a special meeting of Council.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

Not approving this Resolution will maintain the status quo.

RECOMMENDATION:

City Staff do not take positions on matters of policy.

ATTACHMENTS:

None

RESOLUTION NO. 15940

A RESOLUTION ENACTING A POLICY PROHIBITING THE
PRESENCE OF SIGNS WITHIN COUNCIL CHAMBERS DURING
MEETINGS OF CITY COUNCIL

WHEREAS, City Council conducts the deliberative business of the City of Pueblo within City Council Chambers; and

WHEREAS, Council Chambers as a limited public forum where City Council is permitted to reasonably restrict speech that falls outside the “types of speech” for which the limited public forum has been created; and

WHEREAS, City Council allows at all regular meetings public speech to occur on any topic during public comment and on specific pending legislation during the hearing on the same when anyone can speak in favor of or against the proposed legislation; and

WHEREAS, City Council may impose restrictions on speech within Council Chambers which are viewpoint neutral and reasonable; and

WHEREAS, City Council’s interest in imposing restrictions on signs and posters displayed in the gallery of Council Chambers includes keeping the tenor of Council meetings from devolving into a picket line, allowing clear a field of sight for members of the public, and avoiding distractions associated with signs and posters; and

WHEREAS, City Council seeks to encourage members of the public to speak during City Council meetings by imposing regulations intended to eliminate ridicule, maintain civility and encourage decorum within the Council Chambers; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Signs or posters shall not be allowed inside Council Chambers during meetings of the Pueblo City Council. Interruption of speakers and/or government business will not be tolerated. Anyone who interrupts a speaker or the proceedings of a City Council meeting shall be removed.

SECTION 2.

Notice of this Resolution and the following statement shall be conspicuously posted outside of City Council Chambers:

ATTENTION: No signs or posters allowed inside Council Chambers. Interruption of speakers and/or government business will not be tolerated. Anyone who interrupts a speaker or the proceedings of a government meeting shall be removed.

SECTION 3.

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

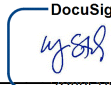
SECTION 4.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: March 24, 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 24, 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. 1 TO THE AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES BETWEEN THE CITY AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME.

SUMMARY:

This Resolution approves Contract Amendment No. 1 to the Agreement for Professional Architectural Services awarded to Demmon Design Studios, Inc. for Project No. 24-088, Architectural Design Services for 650 Dittmer Avenue.

PREVIOUS COUNCIL ACTION:

Ordinance 10744, dated July 22, 2024, established Project Account CI2443 - Admin Offices Relocation Project, transferred, budgeted and appropriated \$2,000,000 from Project Account CI2426 - City Council and Department Relocation Project, approved and authorized the Mayor to execute a contract to buy and sell real estate by and between the City of Pueblo and CK Investments for the purchase of property at 650 Dittmer Avenue.

Resolution 15825, dated November 25, 2024, awarded an agreement for professional architectural services in the amount of \$80,134 to Demmon Design Services, Inc. for Project No. 24-088 Architectural Design Services for 650 Dittmer Avenue.

BACKGROUND:

The City of Pueblo purchased the previously medical facility at 650 Dittmer Avenue to house the Law Department, HR Department and six (6) members of the Parks and Recreation staff. Demmon Design Studios was awarded a design contract to renovate all three (3) floors of the building for offices. Since that time, the City has begun the process of purchasing the PBR building at 101 Riverwalk. The Dittmer Building is anticipated to be used for the Recreation staff and a medical clinic for City employees.

This amendment reduces the scope of work on the Dittmer building by only renovating the 2nd floor for the Recreation Staff, and changes necessary for mechanical, electrical and plumbing on the 1st and 3rd floors to support the renovations on the 2nd floor. The cost of the renovations for the Dittmer building has been reduced from \$80,134 to \$58,997 (\$21,137 decrease), which takes into account the work previously completed on preliminary design.

This amendment adds the design of renovations to the Riverwalk and Public Works Engineering buildings. The Riverwalk building will be renovated to house the Law, HR, Planning, Civil Service, and the Finance Departments. The cost of the design of renovations to the Riverwalk building is \$63,895.

The Public Works Engineering building will also be renovated to increase the number of restrooms when the Stormwater Department moves into the space vacated by the Planning Department. The cost of the design of renovations to the Public Works Engineering building is \$35,614.

FINANCIAL IMPLICATIONS:

Additional funding in the amount of \$78,372 will be paid from Project Account CI2443, Admin Office Relocation Project. Said funds are in addition to the amount of \$80,134 previously authorized by Resolution 15825, dated November 25, 2024.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-088 Demmon - Amendment No 1

RESOLUTION NO. 15939

A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES BETWEEN THE CITY AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME.

WHEREAS, an Agreement for Professional Engineering Services was awarded to Demmon Design Services, Inc., on November 25, 2024, and,

WHEREAS, the City of Pueblo and Demmon Design Services, Inc., desire to amend the Agreement to modify the original scope of service and to provide for additional services; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Amendment 1 to the Agreement for Professional Architectural Services for Project No. 24-088 Architectural Design Services for 650 Dittmer Avenue, by and between the City of Pueblo, a Colorado Municipal Corporation, and Demmon Design Services, Inc, a Registered Colorado Corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved, and City Council authorizes the amended and additional work contemplated by the Amendment to be performed.

SECTION 2.

Additional funds in the amount of \$78,372 required by such amendment shall be paid from Project Account CI2443 – Admin Offices Relocation Projects. Said funds are in addition to the amount of \$80,134 previously authorized by Resolution 15825, dated November 25, 2024.

SECTION 3.

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 4.

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

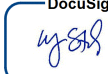
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 24, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

AMENDMENT NO. 1 TO THE PROFESSIONAL ARCHITECTURAL SERVICES AGREEMENT BY AND BETWEEN CITY OF PUEBLO AND DEMMON DESIGN STUDIOS INC.

1. INTRODUCTION

This Amendment No. 1 to the Professional Architectural Services Agreement ("Amendment No. 1") is executed to be effective as of the ____ day of _____, 20____, by and between the City of Pueblo, a Colorado Municipal Corporation ("City") and Demmon Design Studios Inc., a registered Colorado Corporation, a professional architectural firm ("Consultant"). City and Consultant are sometimes referred to herein as a "Party" and collectively, as the "Parties."

2. PROJECT STATEMENT

WITNESSETH THAT:

WHEREAS, City and Consultant entered into that certain Professional Architectural Services Agreement dated December 2, 2024 for Bid 24-088 Architectural Design Services for 650 Dittmer Avenue (the "Agreement");

WHEREAS, City and Consultant 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, City and Consultant hereby agree to the following conditions.

3. AGREEMENT

- A. The Agreement is amended by revision of the project scope of services for 650 Dittmer as set forth in Attachment A including:
 - 1. 1st floor shall include new finishes only and access control to 2nd floor;
 - 2. 2nd floor revisions for the Recreation Department;
 - 3. 3rd floor shall have no changes to the existing layout.
- B. The Agreement is further amended to include the additional services for the PBR Building located on the Pueblo Riverwalk ("Riverwalk building") and the Public Works Engineering Building ("Engineering building") as set forth in Attachment A.
- C. Attachment A to this Amendment No. 1 generally comprises the amended and additional work as agreed upon by Consultant and City. Consultant shall complete the work items as generally described in said Attachment A in accordance with the terms of the Agreement including each phase for which Consultant is to render professional services.

- D. With respect to services provided under the Agreement as amended by this Amendment No. 1, the fee schedule attached as Attachment B to this Amendment No. 1 shall apply to all compensation payable to Consultant; provided, however, any amounts already paid to Consultant for work on 650 Dittmer shall be applied and credited to the revised cost for 650 Dittmer identified in Attachment B ("Credit"). The aggregate compensation payable to the Consultant for performance of all work under the Agreement including the amended and additional work pursuant to this Amendment No. 1 shall not exceed the maximum amount of \$158,506.00 less any Credit and notwithstanding whether the service is billed as Time and Material. The maximum amount for any phase shall not exceed the amount set forth in Attachment B for such phase.
1. The compensation payable to the Consultant by this Amendment No. 1 shall be billed at the amounts set forth in the Attachment B less any Credit.
 2. City must respond in writing with written approval prior to Consultant beginning work.
- E. Consultant shall commence and complete each major work item according to the work schedule attached hereto and labelled Attachment C; provided, however, Consultant will not be responsible for delays beyond Consultant's control.
- F. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- G. Except as expressly modified by this Amendment No. 1, the Agreement shall remain in full force and effect. Except as modified by this Amendment No. 1, any obligations to be performed under the Agreement by either party are not waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Agreement as it existed prior to this Amendment No. 1.
- H. 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.

Continue to following page

4. SIGNATURE SECTION

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

DEMMON DESIGN STUDIOS INC.

By _____
Naomi Hedden, Director of Purchasing

By _____
Craig Demmon, President

Attest _____
Marisa Stoller, City Clerk

[SEAL]

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

Danny Nunn, Director of Finance

APPROVED AS TO FORM
DEPARTMENT OF LAW

Robert Jagger, Deputy City Attorney

Attachments: Attachments A - C and Additional Information for Amendment

Attachment A

Scope of Service

Excerpt from Consultant Proposal dated March 17, 2025, Pages 1 – 2

The following is our service proposal to reduce the project scope at the Dittmer building and add design services at the Riverwalk and Engineering buildings.

INCLUSIONS:

1. **650 Dittmer** - Reduce the scope to the following:
 - a. 1st floor – New finishes only and access control to the 2nd floor.
 - i. Previous Preliminary Design for the Recreation Department is abandoned.
 - ii. Mechanical, Electrical and Plumbing changes on the second floor will impact the 1st floor and system modifications are included.
 - b. 2nd floor – Recreation Department moves to 2nd floor using the previously determined program.
 - i. (4) approximately 9' x12' walled offices.
 - ii. (8) cubicles @ 8x10ish.
 - iii. Meeting room.
 - iv. The existing locker rooms may be demolished if needed or may stay if space allows.
 - v. The reception area can stay without modification.
 - vi. Maintain as many existing walls as possible.
 - c. 3rd floor – no changes to the existing layout and no tenant is currently moving in.
 - i. Mechanical, Electrical and Plumbing changes on the second floor will impact the 3rd floor building systems and modifications are included.
2. **Riverwalk** building - Add scope to include the following:
 - a. Minor remodel – very few walls will be changed.
 - b. Carpet, painting, cubicles, and furniture layout in some of the offices.
 - c. Renovate the 3rd floor existing Elevator Lobby and Copy/Break Room into a lobby/reception area.

Continue to following page

- d. Add a couple of walls on the 4th floor for offices for the Law department.
 - e. Only PDF plans of the existing building are available. CAD files are not available.
3. **Engineering building** - Add scope to include the following:
- a. Renovate the bathrooms and the existing kitchen to make larger men's and women's restrooms.
 - b. Move the kitchen – to the front of the building per the owner's scope drawing. Infill (1) adjacent exterior door as needed.
 - c. Walls will be changed from paneling to sheetrock in about ½ of the building.
 - d. A limited amount of new cubicles will be planned.
 - e. The Owner has Existing CAD files, not 100% accurate, for the Design team to use.
4. **General**
- a. Each building will have individual Bid Packages including drawing and specifications.
 - b. Each building will have individual schedules and Construction Contractors.
 - c. "Architect of Record for Construction" services include bi-weekly site visits for Architecture and (3) total sites per building for Mechanical, Electrical and Plumbing Engineering.
5. **Possible Fee Reductions**
- a. "Preliminary Design" services for the Riverwalk and Engineering Buildings may be reduced based on the availability and delivery of complete as-built, or approximate as-built, drawings or all building systems and layout.
 - b. "Preliminary Design" services may be reduced for the Riverwalk and Engineering Buildings if existing Electronic Drawing files are available from the Owner and delivered to the A/E team for use. Fee reduction would be contingent upon the quality and scope of the files, to be determined after delivery.
 - c. The hourly fees for "Architect of Record for Construction" services can be reduced with scheduling of the A/E team site visits to coincide and single days for multiple buildings. The Owner's assistance in scheduling single-day trips will contribute to the fee reduction.

EXCLUSIONS:

- 1. Structural Engineering.
- 2. Exterior building modifications except as noted.

Attachment B

Fee Schedule

Excerpt from Consultant Proposal dated March 17, 2025, Pricing Proposal

PRICING PROPOSAL						
Table 1: Not To Exceed						
Line Item	Description	Unit of Measure	Original Cost for 650 Dittmer	Revised Cost for 650 Dittmer	Cost for PBR/Riverwalk Building	Cost for Public Works Engineering Building
1	Preliminary Design (Schematic) Phase	Not To Exceed	\$15,500.00	\$12,985.00	\$15,215.00	\$4,674.00
2	Final Design Phase	Not To Exceed	\$17,000.00	\$7,820.00	\$13,780.00	\$6,420.00
3	Construction Documents for Bidding	Not To Exceed	\$12,650.00	\$8,695.00	\$11,490.00	\$6,150.00
4	Bidding Phase	Not To Exceed	\$5,440.00	\$3,752.00	\$3,080.00	\$2,640.00
5	Architect of Record for Construction	Not To Exceed	\$29,544.00	\$25,745.00	\$20,330.00	\$15,730.00
<i>Subtotal</i>			<i>\$80,134.00</i>	<i>\$58,997.00</i>	<i>\$63,895.00</i>	<i>\$35,614.00</i>
<i>Notes for Amendment No. 1</i>			<i>650 Dittmer Reduced \$21,137.00</i>		<i>Additional Amount</i>	<i>Additional Amount</i>
Grand Total of Revised Agreement Amount and Additional Work Amount per Amendment No. 1			\$158,506.00			

Tables 2- 5: Time and Materials Rates

Table 2 – 3 : Hourly Rates

Line Item	Description/Position	Unit of Measure	Unit Cost
6	Principal	Per Person Per Hour	\$225.00
7	General Manager	Per Person Per Hour	\$165.00
8	Team Leader	Per Person Per Hour	\$165.00
10	Senior Project Manager	Per Person Per Hour	\$195.00
11	Project Manager	Per Person Per Hour	\$165.00
12	Project Lead	Per Person Per Hour	\$155.00
14	QA/QC Manager	Per Person Per Hour	\$250.00
15	Principal Engineer	Per Person Per Hour	\$278.00
16	Senior Engineer	Per Person Per Hour	\$196.00
17	Project Engineer	Per Person Per Hour	\$165.00
18	Design Engineer	Per Person Per Hour	\$144.00
19	Assistant Project Engineer	Per Person Per Hour	\$165.00
20	Engineer In Training	Per Person Per Hour	\$144.00
29	Senior Designer	Per Person Per Hour	\$135.00
39	Technician	Per Person Per Hour	\$140.00
40	CAD Manager	Per Person Per Hour	\$275.00
41	Drafting Manager	Per Person Per Hour	\$140.00
42	Advanced Drafter	Per Person Per Hour	\$130.00
43	Intermediate Drafter	Per Person Per Hour	\$112.00
44	Drafter	Per Person Per Hour	\$95.00
51	Technical Writer	Per Person Per Hour	\$165.00
54	Intern	Per Person Per Hour	\$95.00
59	Administrative Assistant	Per Person Per Hour	\$125.00
60	Clerical	Per Person Per Hour	\$105.00
63	Registered Engineer	Per Person Per Hour	\$211.00
64	Structural Engineer	Per Person Per Hour	\$240.00

Table 4: Reimbursable Expenses

73	Mileage	Cost Plus Percent	\$0.67
74	Subconsultants	Cost Plus Percent	\$110.00

Table 5: Additional Reimbursable

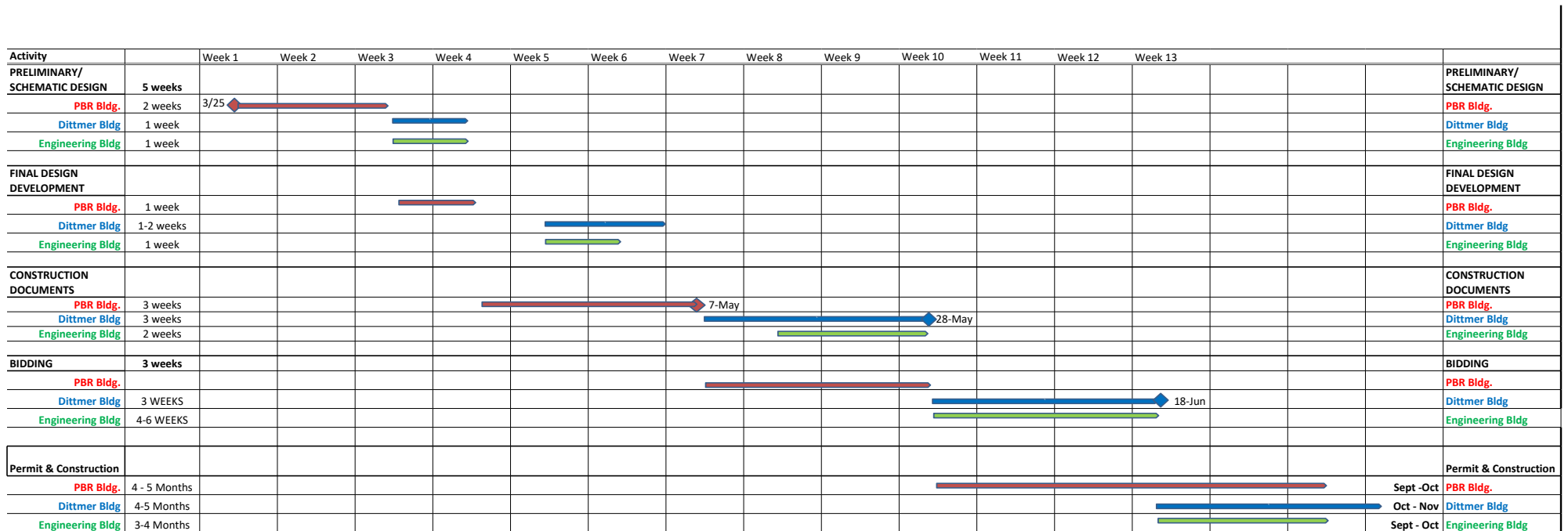
75	Reproduction	Each	\$0.24
76	Prints (11" x17", 18" x 24")	Each	\$0.48
77	Prints (24" x 36")	Each	\$4.00

Note: Line Items 9, 13, 21-28, 30-38, 45-50, 52-53, 55-58, 61-62, and 65-72 are N/A to the work of this project.

Attachment C

Work Schedule

Excerpt from Consultant Proposal dated March 17, 2025, Schedule



Additional Information for Amendment

Certificate of Good Standing

PERA Questionnaire

Insurance Certificate(s)

Summary

For this Record...

Filing history and documents
Get a certificate of good standing
File a form

Subscribe to email notification
Unsubscribe from email notification
Subscribe to text notification
Unsubscribe from text notification

Business Home

Business Information
Business Search

FAQs, Glossary and Information

Details			
Name	Demmon Design Studios Inc.		
Status	Good Standing	Formation date	09/04/2008
ID number	20081472892	Form	Corporation
Periodic report month	September	Jurisdiction	Colorado
Principal office street address	999 Vallejo St. #1A, Denver, CO 80204, US		
Principal office mailing address	999 Vallejo St. #1A, Denver, CO 80204, US		

Registered Agent	
Name	Craig A. Demmon
Street address	1744 Vine St, Denver, CO 80206-1120, US
Mailing address	999 Vallejo St. #1A, Denver, CO 80204, US

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

Back

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Demmon Design Studios Inc.

is a

Corporation

formed or registered on 09/04/2008 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20081472892 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/13/2025 that have been posted, and by documents delivered to this office electronically through 03/17/2025 @ 08:23:56 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/17/2025 @ 08:23:56 in accordance with applicable law. This certificate is assigned Confirmation Number 17101992 .



Jena Griswold

Secretary of State of the State of Colorado

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

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

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

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

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

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

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

_____.

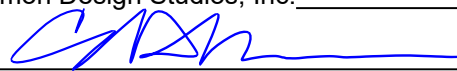
(c) If you answered "yes" to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent contractor of yours who is a PERA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

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

Name	Address	DOB	Social Security Number
Name	Address	DOB	Social Security Number

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

Company Name: Demmon Design Studios, Inc. _____

Authorized Signature:  Title: President _____

Printed Name: Craig A Demmon _____ Date: 11/18/2024 _____

Craig A Demmon

Digitally signed by Craig A
Demmon
DN: C=US,
E=craig@demmonstudios.com,
O="Demmon Design Studios,
Inc.", CN=Craig A Demmon
Date: 2024.11.23 19:54:46-07'00'



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Assurance Risk Managers, Inc. 10651 East Bethany Drive Suite 300 Aurora CO 80014-2688	CONTACT NAME: Simon-Sugg Joint PHONE (A/C, No, Ext): (303) 454-9562 FAX (A/C, No): (303) 454-9564 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: RLI Insurance Co INSURER B: Lloyds Syndicates INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Demmon Design Studios Inc 999 Vallejo St #1A Denver CO 80204-3802	NAIC # 13056

COVERAGES**CERTIFICATE NUMBER:** CL24111864519**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y		PSB0003274	06/27/2024	06/27/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y		PSB0003274	06/27/2024	06/27/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability Claims Made			ANE4839973.24	06/14/2024	06/14/2025	Per Claim \$1,000,000 General Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: 24-088 ArchitecturalDesign Services for 650 Dittmer Avenue. Certificate holder, its agents/officers and employees are additional insured when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

The City of Pueblo, A Municipal Corporation 230 S Mechanic Street Pueblo CO 81003	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

Use this form to certify sole proprietor and exempt for Worker's Compensation requirement for City of Pueblo agreements, bids, and contracts.

From: Company Name: Demmon Designs Studios, Inc.
Name/Title of Authorized Signer for Company: Craig A Demmon
Company Address: 999 Vallejo St. #1A
Company City, State, Zip: Denver, CO 80204

Date: 11/27/2024

To: City of Pueblo
Attn: Purchasing Department
230 S Mechanic Street
Pueblo, CO 81003

Re: Waiver of Worker's Compensation
Bid No. and Name: 24-088 Architectural Services for 650 Dittmer Ave

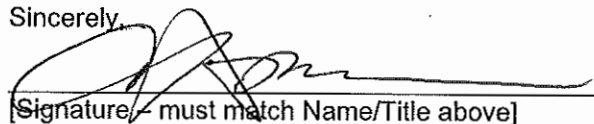
To Whom It May Concern:

I, Craig A Demmon, President, as owner and sole proprietor of
Demmon Design Studios, Inc. affirm that I currently do
[Owner Name]
[Company Name]

not have any employees on my payroll and that I will be the only person working on this project. I also affirm that should this change and I do employ workers for pay at any time that I am working on a project for the City of Pueblo, I will immediately obtain and provide proof of Worker's Compensation coverage.

I hereby indemnify and hold harmless the City of Pueblo, their Council members, officers, agents, employees, and any other person or entities acting on behalf of, and the successors and assigns for any and all of the aforementioned persons and entities, against any and all claims, demands, and causes of action whatsoever, whether presently known or unknown, of any person, including myself, who suffers any injury, disability, death or other harm, to person or property or both, as a result of my current award/agreement/contract with the City of Pueblo on the above mentioned bid project.

Sincerely,



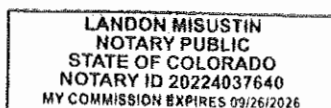
[Signature - must match Name/Title above]

Notary: Subscribed and sworn this 27th day of November, 2024

Signature of Notary: Landon Misustin

In and for Jefferson County and State of Colorado

My commission expires: 09-26-2026





**Background Paper for Proposed
Action Item**

COUNCIL MEETING DATE: March 24, 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 AN APPROPRIATION AGREEMENT IN THE AMOUNT OF SEVEN HUNDRED SIXTY-NINE THOUSAND EIGHT HUNDRED FORTY-SEVEN (\$769,847) DOLLARS TO PROVIDE SERVICES AS OUTLINED IN AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE PUEBLO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves an Appropriation Agreement between the City of Pueblo and Pueblo Department of Public Health and Environment (PDPHE) for their 2025 non-departmental award in the amount of \$769,847.00.

PREVIOUS COUNCIL ACTION:

City Council approved the 2025 Budget at the November 25, 2024 council meeting. Included in this budget was a non-departmental award for \$769,847.00 to PDPHE.

On October 25, 1983, Council passed Ordinance No. 5095 approving an Intergovernmental Agreement dated October 11, 1983 between the City of Pueblo and Pueblo Department of Public Health and Environment to provide essential services to residents of pueblo.

BACKGROUND:

The City of Pueblo has provided non-departmental funding for PDPHE on an ongoing annual basis pursuant to the October 11, 1983, Intergovernmental Agreement ("1983 IGA"). The 1983 IGA provides that the City and County "shall annually appropriate funds in amounts sufficient to permit the Board to reasonably operate and conduct the business of the Department." The City retains their separate and sole discretion to determine the amount of their respective annual appropriations, but "each party shall

endeavor to appropriate funds in amounts which shall be reasonable, fair and equitable to each party and the Department".

FINANCIAL IMPLICATIONS:

Funding is already budgeted and appropriated in the amount of \$769,847.00.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

City Council can choose not to approve this Appropriation Agreement.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Ordinance and Agreement relating to operation of City County Health Department
2. PDPHE Appropriation Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING AN APPROPRIATION AGREEMENT IN THE AMOUNT OF SEVEN HUNDRED SIXTY-NINE THOUSAND EIGHT HUNDRED FORTY-SEVEN (\$769,847) DOLLARS TO PROVIDE SERVICES AS OUTLINED IN AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE PUEBLO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, on November 25, 2024, City Council approved the 2025 City of Pueblo budget, which contained a non-departmental request in the amount of \$769,847.00; and

WHEREAS, on October 25, 1983, Council passed Ordinance No. 5095 approving an Intergovernmental Agreement dated October 11, 1983, between the City of Pueblo and Pueblo Department of Public Health and Environment to provide essential services to residents of pueblo.

; Now, THEREFORE,

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

SECTION 1.

The Agreement dated April 14, 2025, between the Pueblo Department of Public Health and Environment and the City of Pueblo, a Municipal Corporation, ("the Agreement"), for the appropriation of \$769,847.00, a copy of which is attached and incorporated herein, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Agreement in the name and on behalf of the City of Pueblo, where the Mayor may execute the Agreement by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

ORDINANCE NO. 5095

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN
THE CITY OF PUEBLO, A MUNICIPAL CORPORATION
AND THE COUNTY OF PUEBLO RELATING TO THE
PUEBLO CITY-COUNTY HEALTH DEPARTMENT AND
AUTHORIZING THE PRESIDENT OF THE CITY COUNCIL
TO EXECUTE SAME

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

SECTION 1.

The Agreement dated October 11, 1983 between the City of
Pueblo, a municipal corporation and the County of Pueblo relating
to the Pueblo City-County Health Department, a copy of which is
attached hereto and incorporated herein, having been approved
by the City Attorney, is hereby approved.

SECTION 2.

The President of the City Council is hereby authorized and
directed to execute the Agreement for and on behalf of the City
and the City Clerk is directed to affix the seal of the City
thereto and attest same.

INTRODUCED: October 26, 1983

By MIKE SALARDINO
Councilman

APPROVED:

ATTEST:

Thomas H. Salas
President of the City Council

Marion D. Mead
City Clerk

AGREEMENT

This Agreement made this 11th day of October, 1983 by and between the City of Pueblo, a municipal corporation (herein City) and the County of Pueblo, State of Colorado (herein County),
WITNESSETH:

Whereas, City and County did on March 12, 1956 enter into an Agreement for the joint operation of a health department, and

Whereas, the Agreement of March 12, 1956 should be amended and restated to incorporate conditions, functions, and procedures which have been changed and modified since March 12, 1956 through mutual consent and by amendments to statutes governing the operation of a combined City and County health department, and

Whereas, C.R.S. 1973, 29-1-203 empowers political subdivisions to contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units, and

Whereas, both City and County are authorized to establish health departments, and

Whereas, C.R.S. 1973, 25-1-504 and Section 11-4 of the Charter of the City permits the merger of City and County health departments.

Now, Therefore, in consideration of the foregoing and mutual promises herein contained, City and County agree as follows:

1. Prior Agreements. All prior agreements including but not limited to the Agreement of March 12, 1956 between City and County relating to the establishment, conduct and operation of

a health department are hereby terminated and cancelled.

2. Department Created. A joint City and County health department is hereby established and created to be known as the Pueblo City-County Health Department (herein Department).

3. Board of Health. The Pueblo City-County Board of Health (herein Board) shall consist of five members, two of whom shall be appointed by the Board of County Commissioners of County, two of whom shall be appointed by the City Council of City, and one of whom shall be jointly appointed by the Board of County Commissioners of County and the City Council of City as herein provided. Members of the Board shall be appointed for terms of five years beginning July 1 of the year of appointment. One member of the Board shall be appointed each year. The present members of the Board appointed under the Agreement of March 12, 1956 are:

<u>Present Board Member</u>	<u>Appointing Party</u>	<u>Term Expires</u>
Charles K. Clark	City Council	July 1, 1984
Jarvis D. Ryals, M.D.	City Council and Board of County Commissioners	July 1, 1985
A. H. Hayden, Jr.	Board of County Commissioners	July 1, 1986
Father Fred Johnson	Board of County Commissioners	July 1, 1987
Harold Mabie	City Council	July 1, 1988

The present members of the Board shall continue in office until their respective terms expire or until replaced as herein provided. The party appointing a person to the Board may remove such person

at any time with or without cause. Upon the death, removal, resignation, or expiration of the term of any member of the Board, the party originally appointing such person shall appoint his successor for the balance of the unexpired term or for a term of five years, whichever the case may be. All members of the Board shall be residents of the County of Pueblo. Appointments shall be made to the Board so that no business or professional group shall constitute a majority of the Board. The Board shall adopt By-Laws for the management and conduct of its affairs which shall not be inconsistent with this Agreement or applicable Statutes.

4. Officers. The Board shall elect from its members a President and Vice-President, and such other officers as the Board shall determine. All officers shall be elected for one year terms and shall hold office at the pleasure of the Board.

5. Administrator. The administrative and executive head of the Department shall be a public health administrator (herein Administrator). The Administrator shall be appointed for an indefinite term by the Board to serve at the pleasure of the Board and may be removed by the Board with or without cause. The Administrator shall possess such qualifications as may be prescribed by statute, the Board, and the State Board of Health. He may be employed on a full- or part-time basis and shall receive such compensation and expense allowance as may be fixed by the Board. He shall maintain his office at the Pueblo City-County Health Department and shall be custodian of all property and

records of the Department. The Administrator shall have all powers and duties granted to and imposed upon the Administrator by the Board, statute, ordinance, resolution and rules of the State of Colorado, State Board of Health, City, or County.

6. Personnel. All personnel of the Department except the Administrator shall be appointed by the Administrator and shall possess qualifications approved by the Board. All personnel shall receive such compensation and expense allowance as fixed by the Board. All personnel shall perform such duties as prescribed by the Administrator pursuant to the policies established by the Board.

7. Funding. The City and County shall annually appropriate funds in amounts sufficient to permit the Board to reasonably operate and conduct the business of the Department. The Board shall on or before September 1 of each year submit to the City and County a proposed budget for the Department for the next calendar year. The proposed budget shall contain all items of receipt (including anticipated unexpended surpluses) and expenditures in such form and content as the City and County shall direct. The City and County shall, based upon the proposed budget, determine the actual amount of their respective appropriations for the Department. Although the amount of the funds appropriated by the City and the County for the Department shall be and remain the sole and separate respective decision of the City Council of City and the Board of County Commissioners of County, each party shall endeavor to appropriate funds in amounts

which shall be reasonable, fair and equitable to each party and to the Department.

8. Duties of Department. The Department shall perform such functions and have such jurisdiction, authority, powers and duties granted to and imposed upon the Department by the Statutes of the State of Colorado, the Rules and Regulations of the Colorado State Health Department, the Charter and Ordinances of the City, and the Resolution and Ordinances of the County and those specifically assumed and exercised by resolution of the Board duly adopted subject to sufficient funds being available therefor.

9. Property. The real property and improvements presently occupied by the Department at 151 Central Main Street, Pueblo, Colorado (herein Property), is titled in the name of the County. County does hereby grant to the Department the exclusive right and privilege to use and occupy the Property during the effective term of this Agreement as a health department in furtherance of the purposes contemplated by this Agreement. Costs of maintenance and repair of the Property shall be included in Department's annual budget. City and County have each contributed an equal amount for the cost of acquisition of the real property and construction of improvements thereon. If this Agreement is terminated, the fair market value of the Property shall be determined by a competent qualified appraiser selected jointly by the City and County, and if the City and County are unwilling for any reason to jointly select such appraiser, then such appraiser shall be selected by a District Judge of any District Court in

and for the County of Pueblo. The City or County may, with the consent of the other, purchase the other party's interest in the Property for a price equal to one-half of its appraised fair market value. If neither City or County is willing to consent to the purchase of the Property by the other, the party who will continue to use the Property as a health department shall have the right to purchase the Property from the other party for a price equal to one-half of its appraised fair market value. If neither party desires to continue to use the Property as a health department, the Property shall be sold at public sale at which sale either party may be a purchaser.

10. Department Fund. The Pueblo County Treasurer shall create a fund designated "Pueblo City-County Health Department Fund" (herein Fund). All monies appropriated to or paid to the Department from any source shall be deposited with the County Treasurer and credited to the Fund. All monies credited to the Fund shall be expended only for the purposes defined in this Agreement and in accordance with the budget approved by the Board upon the written request of the Administrator and President of the Board or such other member of the Board as the President may designate. Prior to the first day of each month, County and City shall cause to be set over or paid to the Fund one-twelfth (1/12) of its annual appropriation to the Department. All monies deposited with the County Treasurer and credited to the Fund until required for payment of Department's obligations shall be invested by the County Treasurer in approved investments

as the Board or Administrator shall determine. All dividends, interest and earnings on such investments shall be credited by the Pueblo County Treasurer to the Fund.

11. Joint Meetings. Upon the request of the City Council, Board of County Commissioners, or the Board, meetings may be called for the purpose of discussing any provision of this Agreement or the operation of the Department.

12. Effective Period. This Agreement shall be in full force and effect until December 31, 1983 and from year to year thereafter unless sooner terminated by either City or County upon six months written notice given to the other party prior to the end of any calendar year after 1983, in which event, this Agreement shall terminate on midnight December 31 of the calendar year in which such notice was timely given.

13. Amendments. This Agreement may be amended or cancelled, in whole or in part, at any time upon the written agreement of City and County.

14. Savings Clause. Neither this Agreement nor the termination of the Agreement of March 12, 1956 as provided herein shall affect any action pending in any court or any document heretofore entered into or executed by the Board or any action heretofore taken by the Director or the Board, including without limitation, the adoption of By-Laws and Personnel Policies, nor shall the termination of the Agreement of March 12, 1956 invalidate any existing contracts between the Department and individuals, corporations or public agencies.

15. Severability. If any part or provision of this Agreement be held to be invalid such invalidity shall not affect the validity of the remaining parts and provisions of this Agreement.

16. Gender. The use of the masculine gender herein is for convenience only, and is intended as a reference to both the masculine and feminine pronoun.

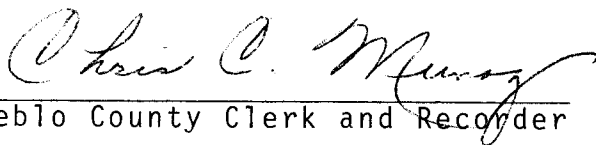
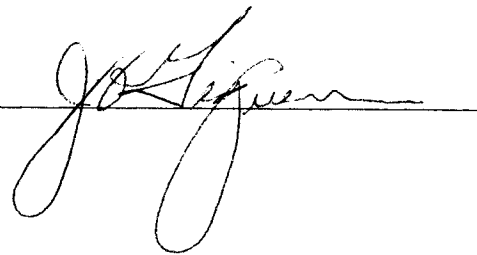
Executed the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF PUEBLO COUNTY, COLORADO

ATTEST:

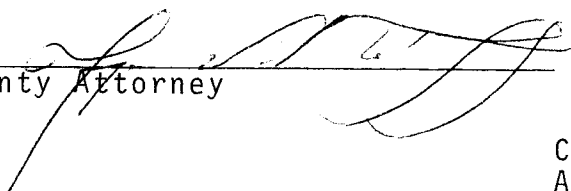
By

Chairman


Pueblo County Clerk and Recorder

APPROVED AS TO FORM:

County Attorney



CITY OF PUEBLO
A Municipal Corporation

ATTEST:

By

President of the City Council

City Clerk

APPROVED AS TO FORM:

City Attorney

APPROPRIATION AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into on the last date signed below by and between the City of Pueblo, a Municipal Corporation, hereinafter referred to as the "City" and Pueblo Department of Public Health and Environment, a joint department of the City of Pueblo and Pueblo County, hereinafter referred to as "PDPHE" (collectively referred to as "Parties") for this subrecipient agreement.

WHEREAS, the City and Pueblo County entered into an agreement for the joint operation of a health department on October 11, 1983 (the "IGA"), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference;

WHEREAS, Pursuant to the IGA, the PDPHE requested an annual appropriation of funds in 2024; and

WHEREAS, an appropriation in the amount of \$769,847 was approved by City Council in the 2025 budget on November 15, 2024; and

WHEREAS, the City desires to more closely monitor and evaluate the expenditure of appropriated funds.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the parties hereto do mutually agree as follows:

1. PUEBLO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT OBLIGATIONS

- a. Prior to the first day of each month, PDPHE shall invoice the City for one-twelfth (1/12) of its annual appropriation from the City, which the City shall pay to the Pueblo City-County Health Department Fund pursuant to paragraph 10 of the IGA attached as Exhibit A.
- b. PDPHE will use the appropriated funds only for the approved eligible uses outlined below:

The Duties of the Department as outlined in paragraph 8 of the IGA attached as Exhibit A

2. TERM OF AGREEMENT

The term of this Agreement shall be from February 1, 2025 to December 31, 2025 ("Term"), and unless extended or sooner terminated as herein provided. Upon expiration of the Term, the Parties may extend this Agreement for an agreed upon term, provided PDPHE has complied with all the terms and conditions of this Agreement. Either Party may exercise this option by sending written notice to the other prior to the end of the Term. The City reserves the right to deny for any reason a request for extension of the Term.

3. TERMINATION OF AGREEMENT

- (a) For Cause: This Agreement may be terminated by City for cause, including any nonperformance by PDPHE, upon written notice of nonperformance to PDPHE and after such nonperformance is not cured within fourteen (14) days thereafter.

(b) For Convenience: This Agreement may be terminated for convenience by either Party upon six months written notice given to the other party prior to the end of the calendar year, in which event, this Agreement shall terminate on midnight December 31 of the calendar year in which such notice was timely given pursuant to paragraph 12 of the IGA.

4. (c) Post Termination Procedures: In the event of termination, any unspent funds shall immediately become the sole and separate property of the City and PDPHE shall perform all acts and execute all instruments necessary to transfer and assign such property, funds, and income to City.

5. ASSIGNABILITY

This Agreement shall not be assigned or transferred by PDPHE without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

6. PROGRAM RECORDS

PDPHE shall maintain records as to all services provided, reimbursable expenses incurred in performing this Agreement or otherwise related to the Program. Accounting records shall be kept on a generally recognized accounting basis and as requested by the City's auditor.

7. MONITORING AND EVALUATION

The City shall have the right to monitor and evaluate the progress and performance of the Program to assure that the terms of this Agreement are being satisfactorily fulfilled. The City may review the PDPHE's performance using on-site visits, progress reports required to be submitted by the PDPHE, audit findings, disbursements transactions, and contact with the PDPHE as necessary. Such reviews shall occur no less than annually. To assist City with its reviews, PDPHE shall furnish to the City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. PDPHE shall submit a quarterly report to the City setting forth the following information:

- a. Program participation numbers and fund spending together with supporting documentation which demonstrates funds have been spent consistent with the Eligible Uses set forth herein. Quarterly progress reports shall be due within fifteen (15) days following the end of the quarter (i.e. the first quarter report shall be due by April 15, the second quarter report shall be due by July 15, etc.) and must include the following information:

1. Financial Reporting:

- Provide financial reports showing how the appropriated funds were spent. This might include receipts, invoices, and an itemized list of expenditures.
- An annual financial statement may also be required.

2. Project Reporting:

- A description of the activities and projects that were funded by the appropriation, including the goals achieved and the outcomes.
- Progress reports throughout the term of the agreement to update City on the status of the projects.

3. Compliance:

- Ensuring that the use of funds aligns with both your organization's mission and the terms and conditions set by the City and County.

4. Impact Reporting:

- Documentation of the community impact and benefits resulting from the projects.
- Testimonials, photos, or other evidence demonstrating the success and impact of the projects.

- b. PDPHE shall fully cooperate with the City relating to such monitoring and evaluation. The City may request additional documentation or information more frequently should it determine it necessary, in its sole and absolute discretion. The City may reduce or terminate funding to include requiring return of funds already paid should it determine, in its sole and absolute discretion, that PDPHE has (i) failed to use the funds consistent with the Program as represented in its funding application, (ii) misappropriated, mishandled, or misapplied funds, (iii) failed to provide Program information to the City upon request, (iv) failed an audit, or (v) provided false or misleading financial statements to the City.

8. PUEBLO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT FILES AND INFORMATION REPORTS

PDPHE shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances, activity reports, and program income. Failure to report and prove eligible expenses will result in the requirement of funding to be repaid.

9. LIABILITY, INSURANCE

☐ PDPHE is receiving \$20,000 or less, which will categorically exclude the organization from meeting the insurance requirements of this Section 9.

☒ PDPHE is receiving more than \$20,000, which will require compliance with this Section 9.

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

(b) PDPHE agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages

because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (c).

(c) The minimum insurance coverage which PDPHE shall obtain and keep in force is as follows:

- (i) Workers' Compensation Insurance complying with statutory requirements in Colorado.
- (ii) Comprehensive General and Automobile Liability Insurance with limits not less than Six Hundred Thousand and No/100 Dollars (\$600,000) per person and occurrence for personal injury, including but not limited to death and bodily injury, and Six Hundred Thousand and No/100 Dollars (\$600,000) per occurrence for property damage.

(d) PDPHE shall procure and maintain, at its own expense, hazard and fire insurance for personal property and fixtures in such amounts as to adequately protect it from loss. PDPHE shall furnish a certificate of insurance certifying such coverage to City's Director of Finance upon execution of this Agreement.

10. PERA LIABILITY

PDPHE 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. PDPHE shall fill out the questionnaire attached as Exhibit B and submit the completed form to Finance Office as part of the signed Agreement.

11. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, together with the IGA constitute the entire and complete agreement of the parties hereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the PDPHE and City.

12. 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.

13. RESERVATION OF RIGHTS

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such. No waiver of any breach or breaches of any provision, covenant, or condition of this Agreement shall be construed to be a waiver of any preceding or succeeding breach of such provision, covenant, or condition, or of any other provision, covenant, or condition.

14. AUTHORITY FOR SIGNATURES; ELECTRONIC SIGNATURES

- (a) The persons signing this Agreement on behalf of PDPHE represent and warrant that such persons and PDPHE have the requisite power and authority to enter, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of PDPHE enforceable against PDPHE in accordance with its terms.
- (b) This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

15. FUND AVAILABILITY; SUBJECT TO LAW

- (a) Financial obligations of City, if any, after the current year in which this Agreement is signed by both parties are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available by Pueblo City Council and City executive departments. Pursuant to the IGA, the City shall, based upon the proposed budget provided by PDPHE, determine within its sole and absolute discretion the actual amount of its appropriation for the Department.
- (b) This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation.
- (c) Nothing in this Agreement is intended, nor should it be construed, to create or extend any rights, claims or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations otherwise conferred upon the City of Pueblo, a Municipal Corporation under or by virtue of federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq.

IN WITNESS, WHEREOF, the PDPHE and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

ATTEST:

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

City Clerk

By _____
Heather Graham, Mayor

[S E A L]

Pueblo Department of Public Health and
Environment, DBA PUEBLO DEPARTMENT OF
PUBLIC HEALTH AND ENVIRONMENT

ATTEST:

By Denise DeNardo
Signature

Name Denise DeNardo

Title Human Resources Manager

By Randy L. Evetts
Signature

Name Randy L. Evetts

Title Public Health Director

**EXHIBIT A
BUDGET**

EXHIBIT B

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

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

- a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes ____, No ____.
- b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? Yes ____, No ____.
If you answered "yes" please state which of the above entities best describes your business:

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

Name

Name

Address

Address

Social Security Number

Social Security Number

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

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

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

Signed _____, 20____.

By: _____

Name: _____

Title: _____

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



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 24, 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 VACATING A 200 SQUARE FOOT PORTION OF THE ABRIENDO AVENUE RIGHT-OF-WAY

SUMMARY:

The applicant is requesting to vacate a 200 square foot portion of the Abriendo Avenue right-of-way to accommodate the Dutch Clark Stadium sign.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In 2023, School District 60 and Pueblo Urban Renewal Authority partnered to complete extensive renovations for Dutch Clark Stadium to promote safety and accessibility. The project included repaving the parking lot, adding a new sidewalk adjacent to Abriendo Avenue, landscaping in the Abriendo Avenue right-of-way, and constructing a new Electronic Variable Message (EVM) sign to promote high school football games and other District 60 events. Prior to the construction of the right-of-way improvements within the Abriendo Avenue right-of-way, plans for the landscaping, sidewalk, and EVM sign were not submitted to the City for review and approval. Following construction of the sign in the Abriendo Avenue right-of-way, Pueblo Urban Renewal submitted an application requesting to vacate a 200 square foot portion of the Abriendo Avenue to accommodate the EVM sign. The sign is located southwest of the Dutch Clark statue, just outside of the Dutch Clark Stadium property line and the new meandering sidewalk, which was constructed as part of the renovation efforts. No comments were received from the City's Public Transportation Department expressing concerns over the 200 square foot right-of-way vacation.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their November 13, 2024 Regular Meeting, voted 5-0 to recommend approval. Commissioners Castellucci and Aznar 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 200 square foot right-of-way will not be vacated.

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

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. V-24-04 Attachments

ORDINANCE NO.

AN ORDINANCE VACATING A 200 SQUARE FOOT PORTION OF THE ABRIENDO AVENUE RIGHT-OF-WAY

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

SECTION 1.

The following described portion of street right of way:

A Parcel of land located in the Northeast Quarter of Section 35, Township 20 South, Range 65 West of the 6th P.M., to wit:

A Portion of Abriendo Ave. lying Southwesterly of and adjacent to Lot 37, Block D, Moore and Carlile's re-subdivision of Oakfield Park and part of Corona Park, in the former Town of South Pueblo, now a part of the City of Pueblo, County of Pueblo, State of Colorado, and being more particularly described as follows:

Commencing from a City Monument located at Abriendo Ave. and Arthur St. N43°50'58"E, a distance of 79.11 feet to a point on the Northerly Right of Way line of said Abriendo Ave. being the True Point of Beginning; Thence S46°09'13"E along said Northerly Right of Way line, a distance of 5.00 feet; Thence S44°25'16"W, a distance of 20.00 feet; Thence N46°06'21"W, a distance of 10.00 feet; Thence N44°25'16"E, a distance of 20.00 feet to a point on the said Northerly Right of Way line; Thence S46°03'30"E along said Northerly Right of Way line, a distance of 5.00 feet to the True Point of Beginning.

Said described Right of Way Vacation contains 200 Square Feet more or less ($\pm$), and is subject to any existing easements or rights-of-way.

is hereby vacated.

SECTION 2.

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

SECTION 3.

This Ordinance shall be approved but shall not become effective until the final vacation plat is recorded in the office of the Pueblo County Clerk and Recorder. If the vacation plat is not recorded within one (1) year after of this Ordinance, or within any extended period granted by Ordinance of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the applicant. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

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.

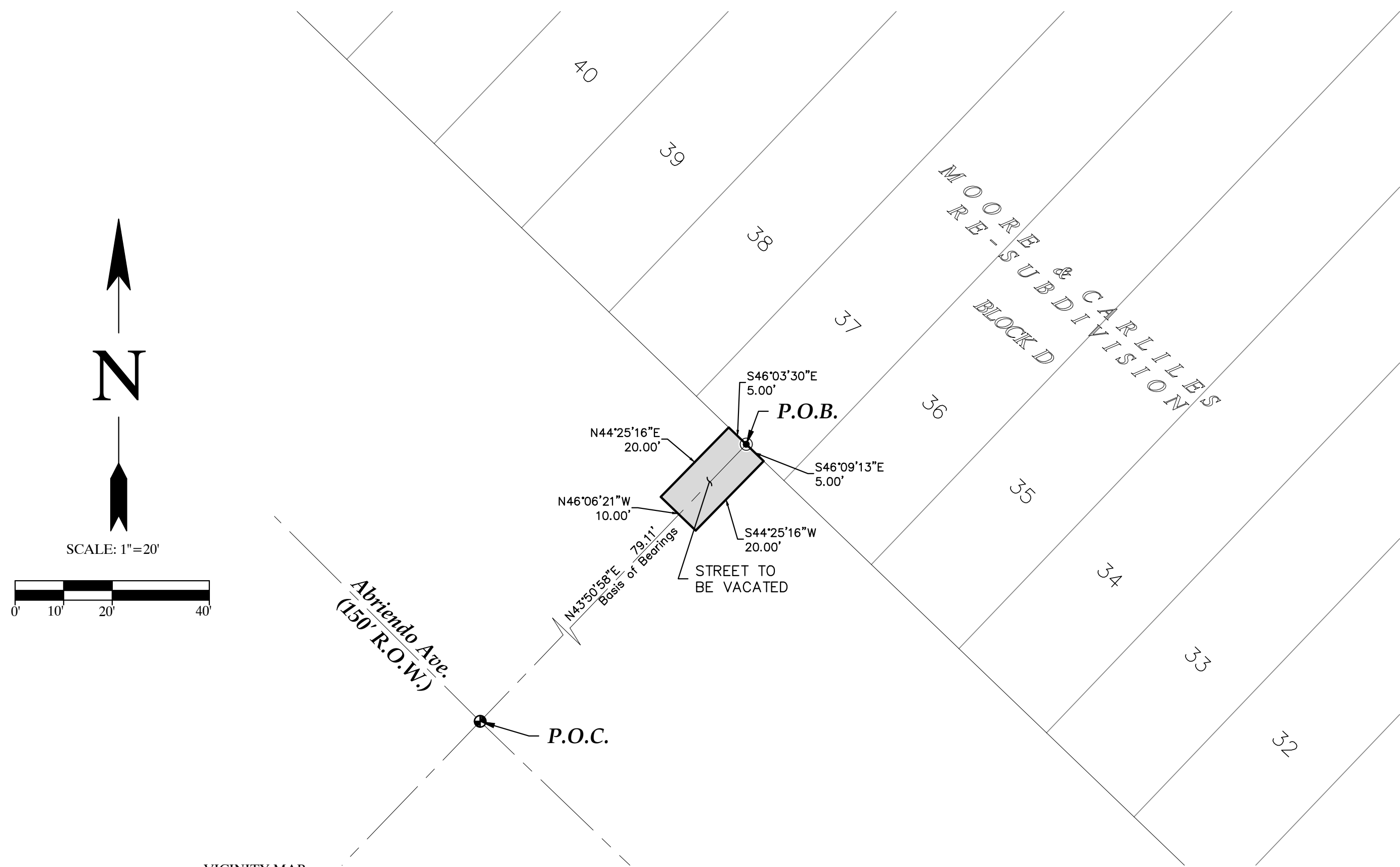
President of City Council

ATTEST

City Clerk

ABRIENDO STREET VACATION

In Section 35, Township 20 South, Range 65 West of the 6th P.M. in
Pueblo County, Colorado



VICINITY MAP

Not to Scale

LEGAL DESCRIPTION

A Parcel of land located in the Northeast Quarter of Section 35, Township 20 South, Range 65 West of the 6th P.M., to wit:

A Portion of Abriendo Ave. lying Southwesterly of and adjacent to Lot 37, Block D, Moore and Carlile's re-subdivision of Oakfield Park and part of Corona Park, in the former Town of South Pueblo, now a part of the City of Pueblo, County of Pueblo, State of Colorado, and being more particularly described as follows:

Commencing from a City Monument located at Abriendo Ave. and Arthur St. N43°50'58"E, a distance of 79.11 feet to a point on the Northerly Right of Way line of said Abriendo Ave. being the True Point of Beginning; Thence S46°09'13"E along said Northerly Right of Way line, a distance of 5.00 feet; Thence S44°25'16"W, a distance of 20.00 feet; Thence N46°06'21"W, a distance of 10.00 feet; Thence N44°25'16"E, a distance of 20.00 feet to a point on the said Northerly Right of Way line; Thence S46°03'30"E along said Northerly Right of Way line, a distance of 5.00 feet to the True Point of Beginning.

Said described Right of Way Vacation contains 200 Square Feet more or less (±), and is subject to any existing easements or rights-of-way.

PURPOSE:

The Dutch Clark Sign is within the Right of way of Abriendo Ave.

SURVEYOR'S CERTIFICATE

I, Julie N. Troutt, a professional land surveyor registered in the State of Colorado, do hereby certify that this plat has been prepared under my direction in accordance with the Colorado Revised Statutes Section 38-51-106 ET, Seq., CRS 2020, as amended, and that this plat does accurately show the described tract of land and the subdivision thereof, to the best of my knowledge and belief.

Julie N. Troutt
Professional Land Surveyor #38529

Date



- #4 Rebar w/plastic cap #38529
- Standard City Monument

P.O.B. Point of Beginning

P.O.C. Point of Commencement

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

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday November 13, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:36 PM with Vice Chair Avalos presiding.

Commissioners Present: Patrick Avalos, Lisa Bailey, Chris Pasternak, Cheryl Spinuzzi, and Regina Maestri

Commissioners Absent: Mike Castellucci and Alexandra Aznar.

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:

Approval of the Agenda: Bailey motioned to move Z-23-09 to the December 11, 2024 meeting and approve the agenda as amended, seconded by Spinuzzi.

Motion Passed: 5-0

Public Hearings

- 1. V-24-04 Vacation:** Vacation of a 200 sq. ft. portion of the Abriendo Ave. right of way to accommodate the Dutch Clark Stadium sign. The vacation is located to the south of 1001 W. Abriendo Ave.

Hearing: Applicant Shawn Sandoval and Kalysta Djuric-Upton were sworn in and spoke in support of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the vacation to City Council with conditions, seconded by Pasternak.

Motion Passed: 5-0



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: V-24-04 Abriendo Street Vacation

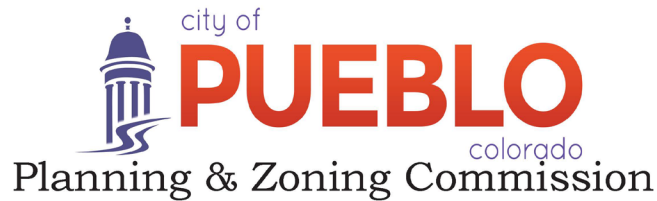
DATE: November 20, 2024

Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

V-24-04

TO: City of Pueblo, Planning and Zoning Commission

FROM: Beritt Odom, Principal Planner

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

DATE: November 13, 2024

SUBJECT: Abriendo Street Vacation

APPLICANT: Pueblo School District 60

OWNER: Pueblo School District 60

LOCATION: 1001 W. Abriendo

CONCURRENT REQUESTS: V-23-09: Vacation of Grome Ave., Lois Ave., Corona Ave., and a portion of an alley located at 1001 W. Abriendo Ave.

RPB-23-13: Rearrangement of a portion of Block C, South Pueblo Subdivision and a portion of Moore and Carlile R-Subdivision.

Request:

Vacation of a 200 sq. ft. portion of the Abriendo Ave. right of way to accommodate the Dutch Clark Stadium sign.

BACKGROUND AND ANALYSIS:

In 2023, School District 60 and Pueblo Urban Renewal Authority partnered to complete extensive renovations for Dutch Clark Stadium to promote safety and accessibility. The project included repaving the parking lot, adding a new sidewalk adjacent to Abriendo Ave., landscaping in the Abriendo Ave. right of way, and constructing a new Electronic Variable Message (EVM) sign to promote high school football games and District 60 events. Plans for the Abriendo Ave. right of way improvements (landscaping, sidewalk, and EVM sign) were never submitted to the City for review and approval, and the sign was constructed in the Abriendo Ave. right of way.

Pueblo Urban Renewal is requesting to vacate a 200 sq. ft. portion of the Abriendo Ave. to accommodate the EVM sign. The sign is located southwest of the Dutch Clark statue, just outside of the Dutch Clark Stadium property line and the new meandering sidewalk, which was constructed as part of the renovation efforts. No comments were received from the City's Public Transportation Department expressing concerns over the 200 sq. ft. right of way vacation.

Applicable Regulations:

Sec. 12-5-1 through 6 of the Pueblo Municipal Code (PMC) concerning vacations of streets, alleys, etc.

Recommended Action:

The Subdivision Review Committee suggests the Easement Vacation be recommended to City Council for approval once the following condition has been satisfied:

1. Amend the vacation plat title to read “Abriendo Street Vacation” and remove the subtitle “of a portion of Abriendo.”

REFERRAL AGENCIES AND COMMENTS:

- City Public Works-No comment.
- City Transportation-No comment.
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No comment
- Black Hills Energy-No comment
- CDOT-No comment

ATTACHMENTS:

- A. Aerial Map
- B. EVM Sign Location Zoomed In Map
- C. Site Photographs
- D. Vacation Plat

ATTACHMENTS:



A. Aerial Photograph



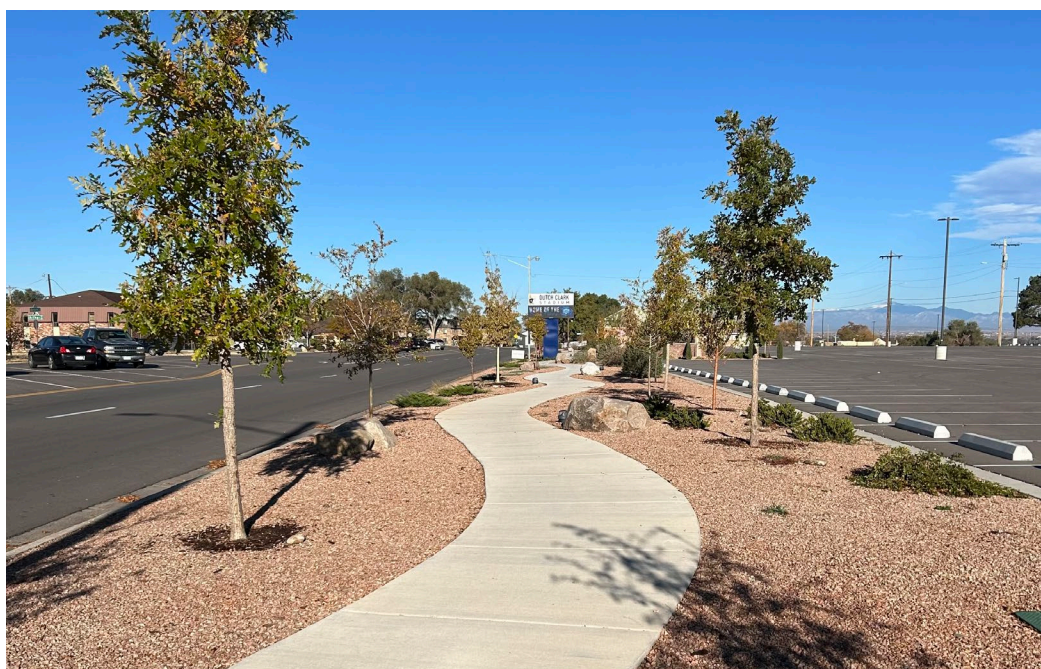
B. EVM Sign Location Zoomed In



C. Site Photos-Public Notice



C. View of the Dutch Clark Stadium sign from the stadium parking lot



C. View of the Dutch Clark Stadium sign from the Abriendo Ave. Right of Way

Planning & Zoning Application

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

Contact Info	Property Owner		Applicant	
	Name:		Name: Shawn Sandoval	
	Company		Company: Pueblo Urban Renewal Authority	
	Address:	Zip:	Address: 115 E. Riverwalk. Ste. 410	Zip: 81003
	Phone: ()		Phone: (719) 542-2577	
	Email:		Email: ssandoval@puebloura.org	
	Engineer		Surveyor	
	Name:		Name: Julie Troutt	
	Company:		Company: Colorado Land Surveyors Inc.	
	Address:		Zip:	Address: 184 S. Tiffany Dr., Unit 106
Phone: ()		Phone: (719) 542-9169		
Email:		Email: socolandsurvey@gmail.com		
<i>The applicant will be the primary contact unless otherwise noted.</i>				
Property Info	Project Location: This is a portion of Abriendo Ave. where the Dutch Clark Stadium sign is located. (address or general description)			
	Parcel No(s):			
	Existing Zone: S1		Proposed Zone (if applicable):	
	PUD Name (if applicable):			
Project Scope	Project Name:			
	☐ Rearrangement of Property Boundaries: # of existing lots: _____ Total acres: _____			
	☐ Overall Development Plan			
	☐ Site Plan Review: Building area: _____sf ○ HARP ○ Development Plan ○ PUD ○ Student Housing			
	☐ Special Area Plan			
	☐ Street Name Change: Existing Name: _____ Proposed Name: _____			
	☐ Subdivision: # of lots: _____ Total acres: _____			
	☐ Text Amendment			
	☒ Vacation: ☒ Street ○ Alley ○ Easement ○ Other: _____			
	☐ Other: _____			

(Continue Next Page)

(Continued from previous page)

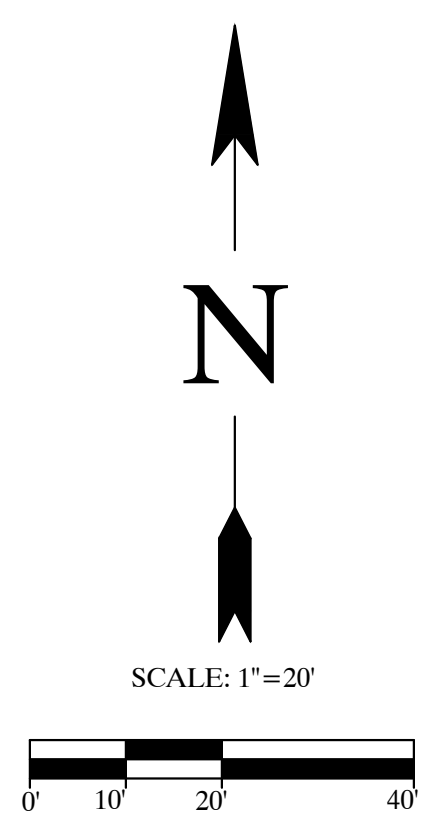
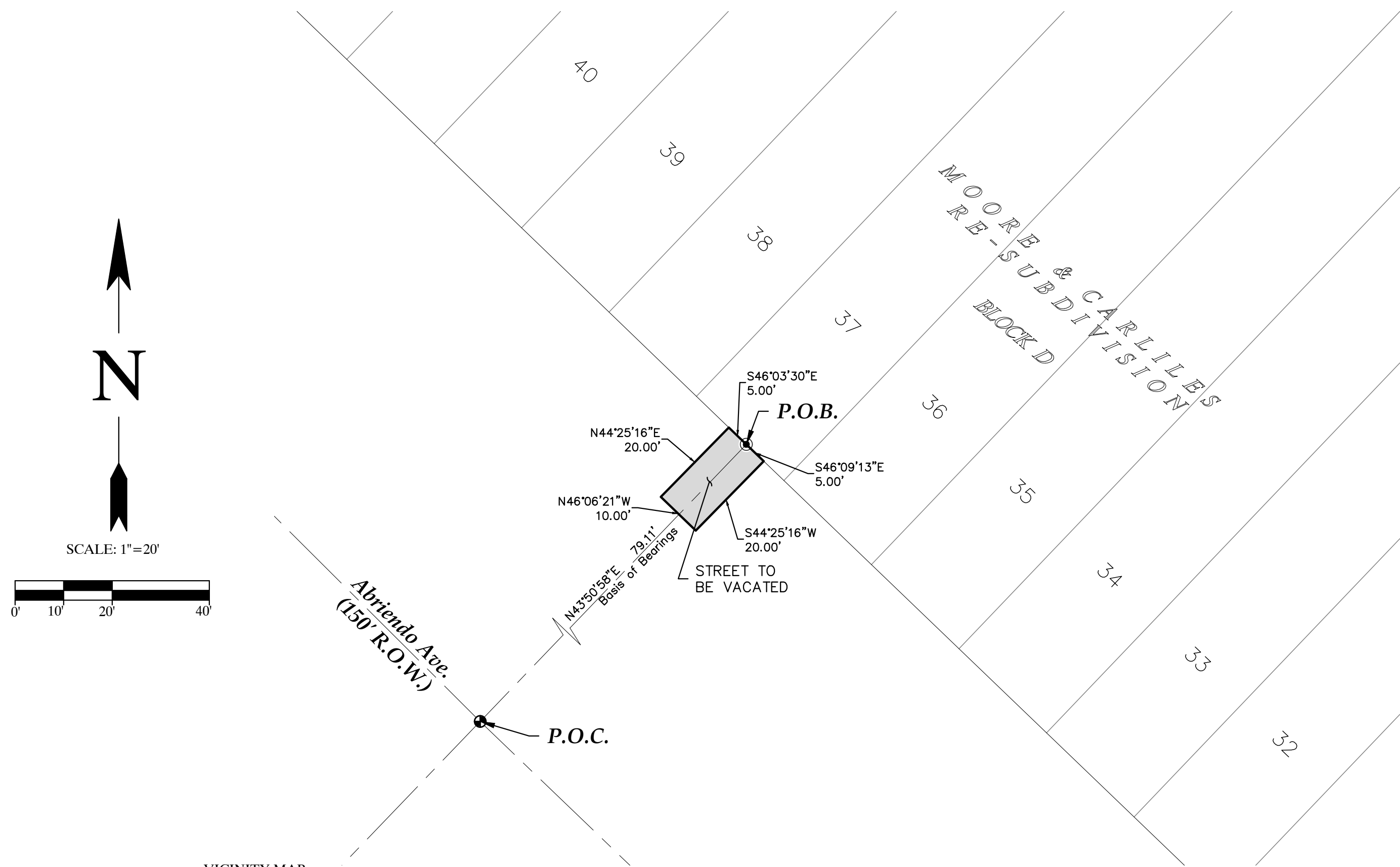
Project Information	Provide a brief description of the proposed request: The applicant proposes to vacate a portion of Abriendo Ave. for the purpose of the Dutch Clark Sign that is located in the current right of way.		
	What is the total acreage included in the project? 200 Sq. Ft.		
	What is the proposed use of the property? ☐ Commercial ☐ Multi-family ☐ Residential ☐ Industrial ☒ Other		
	Are there any other pending or recently approved Land Use applications regarding this property? ☒ Yes ☐ No		
	If yes, please list: This is in contiguity of case No. PZ-23-59		
	Attachments	Attachment Checklist	
The following list of attachments are required to accompany all applications: ☐ A. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. ☐ B. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us) ☐ C. Additional information as required by the P&Z Submittal Requirements Sheet .			
Terms	By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:		
	1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections. 2. There are no known hazards or vicious animals present on the subject property. 3. All information contained in this application, is true and accurate to the best of my knowledge. 4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application. 5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The city may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners' expense.		
Signatures	Property Owner		
	Print Name:		
	Signature:		Date:
	Applicant, if different from Property Owner		
	Print Name:	Shawn Sandoval	
	Signature:	Shawn Sandoval	Date: 20/08/24

Office Use Only	Zoning Compliance (Completed by City Staff)		
	Application checked for completeness by:	Date:	Fee Paid:

Signature: Shawn Sandoval
Shawn Sandoval (Aug 20, 2024 14:47 MDT)

Email: ssandoval@puebloura.org

Street Vacation 24-_____ of a portion of Abriendo Ave.
In Section 35, Township 20 South, Range 65 West of the 6th P.M. in Pueblo County, Colorado



VICINITY MAP



Not to Scale

- Proposed Vacation
- #4 Rebar w/plastic cap #38529
- Standard City Monument
- P.O.B.* Point of Beginning
- P.O.C.* Point of Commencement

LEGAL DESCRIPTION

A Parcel of land located in the Northeast Quarter of Section 35, Township 20 South, Range 65 West of the 6th P.M., to wit:

A Portion of Abriendo Ave. lying Southwesterly of and adjacent to Lot 37, Block D, Moore and Carlile's re-subdivision of Oakfield Park and part of Corona Park, in the former Town of South Pueblo, now a part of the City of Pueblo, County of Pueblo, State of Colorado, and being more particularly described as follows:

Commencing from a City Monument located at Abriendo Ave. and Arthur St. N43°50'58"E, a distance of 79.11 feet to a point on the Northerly Right of Way line of said Abriendo Ave. being the True Point of Beginning; Thence S46°09'13"E along said Northerly Right of Way line, a distance of 5.00 feet; Thence S44°25'16"W, a distance of 20.00 feet; Thence N46°06'21"W, a distance of 10.00 feet; Thence N44°25'16"E, a distance of 20.00 feet to a point on the said Northerly Right of Way line; Thence S46°03'30"E along said Northerly Right of Way line, a distance of 5.00 feet to the True Point of Beginning.

Said described Right of Way Vacation contains 200 Square Feet more or less (±), and is subject to any existing easements or rights-of-way.

PURPOSE:

The Dutch Clark Sign is within the Right of way of Abriendo Ave.

SURVEYOR'S CERTIFICATE

I, Julie N. Troutt, a professional land surveyor registered in the State of Colorado, do hereby certify that this plat has been prepared under my direction in accordance with the Colorado Revised Statutes Section 38-51-106 ET, Seq., CRS 2020, as amended, and that this plat does accurately show the described tract of land and the subdivision thereof, to the best of my knowledge and belief.

Julie N. Troutt
Professional Land Surveyor #38529

Date _____

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

D:\CO Surveys\2022 Surveys\S22-54 Dutch Clark Dutch Clark Stadium Survey.dwg

October 29, 2024

The City Planning and Zoning Commission will hold a public hearing on requests from **Pueblo School District 60** for the approval of the following application(s) located at 1001 W. Abriendo Ave., within the Dutch Clark Football Stadium site.

V-23-09 Vacation: Vacation of Grome Ave., Lois Ave., Corona Ave., and a portion of an alley located at 1001 W. Abriendo Ave., within the Dutch Clark Football Stadium site.

V-24-04 Vacation: Vacation of a 200 sq. ft. portion of the Abriendo Ave. right of way to accommodate the Dutch Clark Stadium sign. The vacation is located to the south of 1001 W. Abriendo Ave.

The Planning and Zoning Commission meeting will be held on November 13, 2024, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO. To view the meeting by Zoom:

<https://www.zoomgov.com/j/1603832441?pwd=oYGaUDZZfhYtMgcqpA7X0p2SJjWy3h.1>

Meeting ID: 160 383 2441, Passcode: 911780, Telephone: 1 669 254 5252 US (San Jose). You are welcome to attend this public hearing, in person, to express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

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

October 29, 2024

The City Planning and Zoning Commission will hold a public hearing on requests from **Pueblo School District 60** for the approval of the following application(s) located at 1001 W. Abriendo Ave., within the Dutch Clark Football Stadium site.

V-23-09 Vacation: Vacation of Grome Ave., Lois Ave., Corona Ave., and a portion of an alley located at 1001 W. Abriendo Ave., within the Dutch Clark Football Stadium site.

V-24-04 Vacation: Vacation of a 200 sq. ft. portion of the Abriendo Ave. right of way to accommodate the Dutch Clark Stadium sign. The vacation is located to the south of 1001 W. Abriendo Ave.

The Planning and Zoning Commission meeting will be held on November 13, 2024, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO. To view the meeting by Zoom:

<https://www.zoomgov.com/j/1603832441?pwd=oYGaUDZZfhYtMgcqpA7X0p2SJjWy3h.1>

Meeting ID: 160 383 2441, Passcode: 911780, Telephone: 1 669 254 5252 US (San Jose). You are welcome to attend this public hearing, in person, to express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

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

October 29, 2024

The City Planning and Zoning Commission will hold a public hearing on requests from **Pueblo School District 60** for the approval of the following application(s) located at 1001 W. Abriendo Ave., within the Dutch Clark Football Stadium site.

V-23-09 Vacation: Vacation of Grome Ave., Lois Ave., Corona Ave., and a portion of an alley located at 1001 W. Abriendo Ave., within the Dutch Clark Football Stadium site.

V-24-04 Vacation: Vacation of a 200 sq. ft. portion of the Abriendo Ave. right of way to accommodate the Dutch Clark Stadium sign. The vacation is located to the south of 1001 W. Abriendo Ave.

The Planning and Zoning Commission meeting will be held on November 13, 2024, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO. To view the meeting by Zoom:

<https://www.zoomgov.com/j/1603832441?pwd=oYGaUDZZfhYtMgcqpA7X0p2SJjWy3h.1>

Meeting ID: 160 383 2441, Passcode: 911780, Telephone: 1 669 254 5252 US (San Jose). You are welcome to attend this public hearing, in person, to express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

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

October 29, 2024

The City Planning and Zoning Commission will hold a public hearing on requests from **Pueblo School District 60** for the approval of the following application(s) located at 1001 W. Abriendo Ave., within the Dutch Clark Football Stadium site.

V-23-09 Vacation: Vacation of Grome Ave., Lois Ave., Corona Ave., and a portion of an alley located at 1001 W. Abriendo Ave., within the Dutch Clark Football Stadium site.

V-24-04 Vacation: Vacation of a 200 sq. ft. portion of the Abriendo Ave. right of way to accommodate the Dutch Clark Stadium sign. The vacation is located to the south of 1001 W. Abriendo Ave.

The Planning and Zoning Commission meeting will be held on November 13, 2024, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO. To view the meeting by Zoom:

<https://www.zoomgov.com/j/1603832441?pwd=oYGaUDZZfhYtMgcqpA7X0p2SJjWy3h.1>

Meeting ID: 160 383 2441, Passcode: 911780, Telephone: 1 669 254 5252 US (San Jose). You are welcome to attend this public hearing, in person, to express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

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

CASE NUMBER: V-24-04

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the Street Vacation: 1001 W. Abriendo Ave. be sent to the attached list of owners of the property lying within hundred (300) feet of the said property on which the vacation is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

October 29, 2024
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Street Vacation, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

October 29, 2024
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

Owner	OwnerStreet	OwnerCity	OwnerState	OwnerZip
K O P LLC	10200 E GIRARD AVE S	DENVER	CO	80231-5512
1029 PROPERTIES LLC	1029 W ABRIENDO AVE	PUEBLO	CO	81004-1143
DEFFENBAUGH ELIZABETH	1033 W ABRIENDO AVE	PUEBLO	CO	81004-1143
STERANKA PATRICIA J	1047 W ABRIENDO AVE	PUEBLO	CO	81004-1143
DENT DANIEL E	1051 W ABRIENDO AVE	PUEBLO	CO	81004-1143
ROGERS LARRY J II/ROGERS MARCUS J	1055 W ABRIENDO AVE	PUEBLO	CO	81004-1143
SIMPSON LELAND TAJ	10682 CHERRYBROOK C	HIGHLAND	CO	5590-5590
SAMORA ANTHONY M SR/SAMORA PHYLLI	139 MARIAN DR	PUEBLO	CO	81004-1048
LAYDON PATRICK L/LAYDON IRENE H	146 MARIAN DR	PUEBLO	CO	81004-1049
MONTANO GRISELDA	150 MARIAN DR	PUEBLO	CO	81004-1049
HERNANDEZ MONICA J/HERNANDEZ JOSE	153 MARIAN DR	PUEBLO	CO	81004-1048
WIANT FREDEL M	160 MARIAN DR	PUEBLO	CO	81004-1049
KEATING ROBERT E/KEATING SUZETTE	164 MARIAN DR	PUEBLO	CO	81004-1049
MOORE DENNIS H/MOORE DIANE C	168 MARIAN DR	PUEBLO	CO	81004-1049
KEENER WILLIAM J	182 MARIAN DR	PUEBLO	CO	81004-1049
STITT MICHELLE	24 CARLILE PL	PUEBLO	CO	81004-1213
EAGLES WINGS GROUP LLC	24951 EVERETT RD	PUEBLO	CO	81006-2064
DRUMMOND JACOB A	26 CARLILE PL	PUEBLO	CO	81004-1213
T C R LLC	2715 WOODY DR	BILLINGS	MT	59102-1556
MARTIN PATTY JO	28 CARLILE PL	PUEBLO	CO	81004-1213
KING JUNE H + AKA KING JUNE H ,	310 W PITKIN AVE	PUEBLO	CO	81004-1842
SCHOOL DIST NO 60	315 W 11TH ST	PUEBLO	CO	81003-2804
HECKLER JEFFREY E/MORRIS BARBARA	32 CARLILE PL	PUEBLO	CO	81004-1213
FULTON CAROLE D	35 CARLILE PL	PUEBLO	CO	81004-1245
FREER KATHRYN R	38 CARLILE PL	PUEBLO	CO	81004-1213
MAESTAS RONALD C	409 STARLITE DR	PUEBLO	CO	81005-2685
ROBINSON RICHARD DAVID	44 CARLILE PL	PUEBLO	CO	81004-1269
FILANGI ALFONSINA TR + FILANGI ALFONSINA LVG TRUST	46 CARLILE PL	PUEBLO	CO	81004-1213
TSCHIDA FAMILY LIMITED PARTNERSHIP	5 STADIUM PL	PUEBLO	CO	81004-1129
MAESTAS ANDREW	517 31 3/4 RD	GRAND JUNCTION	CO	81504-6065
GARCIA MATTHEW D + BOJORQUEZ APRIL	526 W EVANS AVE	PUEBLO	CO	81004-1502
CONS DIST	PO BOX 234	PUEBLO	CO	81002-0234
A T + S F RR	PO BOX 961089	FORT WORTH	TX	76161-0089



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Marisa Stoller, City Clerk

SUBJECT: AN ORDINANCE APPROVING AN AMENDMENT TO A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO SCHOOL DISTRICT NO. 60, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, AND AUTHORIZING THE MAYOR TO EXECUTE SAME.

SUMMARY:

This amendment will add an additional \$50,000 to the initial subrecipient agreement which allowed District 60 to hire an Intervention Coordinator to facilitate the Botvin Lifeskills curriculum in addition to other related tasks. The additional funds will allow the School District to hire a second Intervention Coordinator position and provide such services from July 1, 2025 through August 15, 2026.

PREVIOUS COUNCIL ACTION:

Council approved the initial subrecipient agreement for District 60 in June 2023.

BACKGROUND:

In August 2021, the Colorado Attorney General announced a plan for distributing opioid settlement funds obtained from a number of settlements with major drug manufacturers and distributors. The City of Pueblo chose to opt into receiving these settlement funds, and is tasked with spending them in accordance with the settlement to abate the opioid crisis.

FINANCIAL IMPLICATIONS:

Funding received directly from the Opioid Settlement will be used for this project; this program falls under proper intended use.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this ordinance.

STAKEHOLDER PROCESS:

Discussions between the City and District 60 took place to pinpoint the best method for targeting programs to youth for prevention education.

ALTERNATIVES:

Funding could be diverted elsewhere for other "Approved Purposes" in keeping with the possible uses for Opioid Abatement Settlement Funds.

RECOMMENDATION:

Passage of the Ordinance.

ATTACHMENTS:

1. 2025 Amendment

ORDINANCE NO.

AN ORDINANCE APPROVING AN AMENDMENT TO A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO SCHOOL DISTRICT NO. 60, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, AND AUTHORIZING THE MAYOR TO EXECUTE SAME.

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

SECTION 1.

The amendment to a subrecipient agreement ("Amendment") between and Pueblo, a Colorado municipal corporation and Pueblo School District 60, a political subdivision of the State of Colorado, attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

Funds for this Amendment shall be paid from Fund No. 226 - Opioid Abatement Settlement.

SECTION 4.

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

SECTION 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk

AMENDMENT TO SUBRECIPIENT AGREEMENT

THIS AMENDMENT TO SUBRECIPIENT AGREEMENT ("Amendment") is made and entered into this _____ day of _____, 2025, ("Effective Date") by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "City," and Pueblo School District No. 60, a public school district and political subdivision of the State of Colorado, hereinafter referred to as the "Subrecipient." City and Subrecipient may each be referred to herein individually as a "Party" or collectively as the "Parties." WITNESSETH:

WHEREAS, City and Subrecipient entered into that certain Subrecipient Agreement ("Agreement") dated June 27, 2023, which was approved by City Council on June 12, 2023 by Ordinance 10472.

WHEREAS, Subrecipient has requested and City is willing to amend the Agreement subject to the provisions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Subrecipient agree as follows:

1. The Agreement is amended by expanding the scope of services to include the following additional services:

Hire, train, and employ two Intervention Coordinators from July 1, 2025 through August 15, 2026 as set forth in the attached Exhibit A.

2. Exhibit A to this Amendment shall be added to the original scope of work, and Subrecipient shall complete the work items as generally described in said Exhibit A in accordance with the terms of the Agreement.

3. The aggregate of all payments made under the Amendment shall not exceed Two Hundred Thousand Dollars (U.S. \$200,000.00) with any payments to be made subject to and in accordance with the Agreement.

4. Except as expressly modified by this Amendment, the Agreement shall remain in full force and effect.

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

PUEBLO SCHOOL DISTRICT NO. 60

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

By: _____
Name: _____
President, Board of Education

APPROVED AS TO FORM:

By: _____

Attorney for Pueblo School District No. 60

By: _____
Heather Graham, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A SCOPE OF SERVICES

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

A. Performance Monitoring:

The City will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Substandard performance shall mean non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

B. Principal Tasks

From the Effective Date of the Amendment through August 15, 2026, Subrecipient shall hire, train, and employ two Intervention Coordinators. Subrecipient and the Intervention Coordinators shall work to advance the Approved Purposes and abate the opioid epidemic.

The Coordinator and Subrecipient must provide a Botvin Life Skills Training curriculum focused on middle school students.

C. Budget

Timeline	Description	Cost
July 1, 2025- August 15, 2026	Salary for 2.0 FTE Intervention Coordinator	\$145,000
July 1, 2025- August 15, 2026	Benefits for 2.0 FTE Intervention Coordinator	\$50,000
July 1, 2025- August 15, 2026	Curriculum, professional development, training stipends and student materials/supplies (i.e., Botvin Lifeskills, IIRP, SKY Schools, etc.)	\$5,000
	TOTAL	\$200,000



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: David Wyatt
Assistant City Attorney

SUBJECT: AN ORDINANCE APPROVING A LEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND IQOR US, INC., A DELAWARE CORPORATION FOR THE LEASE OF CITY OWNED PROPERTY LOCATED AT 317 NORTH MAIN STREET, PUEBLO, COLORADO 81003 AND AUTHORIZING THE MAYOR TO EXECUTE SAID LEASE

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign a lease with iQor US Inc. a Delaware corporation.

PREVIOUS COUNCIL ACTION:

On November 23, 2015, by Resolution No. 13341, City Council approved a Lease with iQor for approximately 41,379 square feet of the Pope Block Building located at 317. N. Main Street in downtown Pueblo. On March of 2019 City Council approved a lease with iQor for approximately 12,978 square feet located at 317 N. Main Street.

BACKGROUND:

iQor wishes to continue its lease for two more years at 317 N. Main Street for the 5,862 square feet space.

iQor's base rent for the term of this Lease shall be as follows:

Dates	Cost
Year 1	\$190,688
Year 2	\$203,625

Year 3	\$216,562
--------	-----------

The Parties both have the option of cancelling the lease with sixty days prior notice to the other party.

FINANCIAL IMPLICATIONS:

The lease requires iQor to pay base rent to the City in the amount of \$190,688 the first year and \$203,625 in the second year and \$216,562 in the third year.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, iQor may move or close its call center in downtown Pueblo.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE APPROVING A LEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND IQOR US, INC., A DELAWARE CORPORATION FOR THE LEASE OF CITY OWNED PROPERTY LOCATED AT 317 NORTH MAIN STREET, PUEBLO, COLORADO 81003 AND AUTHORIZING THE MAYOR TO EXECUTE SAID LEASE

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

SECTION 1.

The Lease dated _____ between the City of Pueblo, a Colorado municipal corporation and iQor US Inc., a Delaware corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver the lease in the name of the City and the Acting City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 2.

The officers and staff of the City are authorized and directed to perform any and all acts consistent with this Ordinance and the attached Lease which are necessary or desirable to effectuate the transactions described therein.

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 _____.

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Joe Latino, Councilor

SUBJECT: 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

SUMMARY:

Attached for consideration is an Ordinance creating a new Section 14 of Chapter 1 of Title XV of the Pueblo Municipal Code that would prohibit persons from sitting or lying down in public rights-of-way in the Downtown Business Area during regular business hours.

PREVIOUS COUNCIL ACTION:

This Ordinance was proposed and defeated in 2022.

BACKGROUND:

City Council Member Joe Latino requested the re-introduction of this Ordinance prohibiting persons from sitting or lying down in public rights-of-way in the Downtown Business Area during regular business hours. The attached Ordinance is modeled after similar ordinances adopted in Colorado.

FINANCIAL IMPLICATIONS:

The financial implications of this Ordinance are currently unknown.

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:

1. Ordinance

ORDINANCE NO.

AN ORDINANCE CREATING 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

WHEREAS, City Council finds that it is beneficial to encourage pedestrian-friendly and shared walkways in the City, particularly in the Downtown Business Area; and

WHEREAS, persons obstructing walkways cause unreasonable harm and inconvenience to pedestrians and persons utilizing wheelchairs or with other mobility issues; and

WHEREAS, because City Council's concern is about the mobility of persons near businesses and not who is causing the obstruction, the intent of the City Council is for this Ordinance to apply to all people violating the Ordinance, and not certain segments of the population; and

WHEREAS, the City Council finds that the City has a compelling interest in encouraging and preserving a vital, pedestrian-friendly City particularly in the Downtown Business Area of the City; and

WHEREAS, when persons misuse public walkways it makes those City facilities unavailable to others who want or need to use them; and

WHEREAS, the City Council desires to minimize the congestion on the sidewalks and public rights-of-way to make the Downtown Business Area more hospitable to local citizens as well as to out of town visitors, thereby promoting economic vitality; and

WHEREAS, the City Council is committed to maximizing the public health, safety and welfare of the citizens of and visitors to the City; and

WHEREAS, public sidewalks are constructed and maintained for the primary purpose of providing safe and unimpaired passage of pedestrians rather than for sitting down or lying down; and

WHEREAS, the use of sidewalks and other public rights-of-way for purposes of sitting or lying down creates significant and serious safety concerns for pedestrians, and vehicles as well as for those sitting or lying down in those areas; and

WHEREAS, weather conditions during a portion of the year, including ice and snow, increase the hazards associated with access to sidewalks and public rights-of-way in the Downtown Business Area; and

WHEREAS, the City of Pueblo is host to many tourists and out of town travelers who are not familiar with the sidewalks and public rights-of-way, leading to increased concerns over safety and accessibility and conflicts with those who are using those areas for purposes other than their primary intended uses; and

WHEREAS, there are established benches and other places to rest within the Downtown Business Area that will afford more than adequate opportunities for persons to sit down or rest; and

WHEREAS, the surface of alleys, streets, curbs, parking spaces and other public rights-of-way are constructed and maintained for the primary purpose of providing safe and unimpaired passage of pedestrians and vehicles rather than for sitting or lying down; and

WHEREAS, the presence of persons sitting on the sidewalks and public rights-of-way is unexpected, creating a sense of hazard and disorder that discourages people from visiting the Downtown Business Area; and

WHEREAS, persons who attempt to avoid the dangers and disorder caused by people sitting or lying down on the sidewalks are often required to avoid the congestion and danger by walking in the streets, thereby creating even greater hazards to pedestrians and traffic; and

WHEREAS, the alleys in close proximity to the streets located in the Downtown Business Area are used for primary access to businesses in the alleys by pedestrians visiting those businesses, causing conditions similar to those on the sidewalks downtown. People sitting and lying in the alleys or other rights-of-way create dangerous interactions with traffic and service vehicles such as delivery trucks, garbage trucks and utility vehicles. People sitting or lying down near solid waste receptacles could suffer serious injury during operations to pick up those items; and

WHEREAS, there are legitimate circumstances where a person may be required to sit or temporarily lie down on sidewalks, and reasonable exceptions to the restrictions are appropriate and are identified in this Ordinance; and

WHEREAS, the City Council finds that the adoption of the restrictions contained herein will promote pedestrian safety and accessibility and are in the best interests of the public health, safety and welfare of the City; NOW, THEREFORE,

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

SECTION 1.

The City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

SECTION 2.

Section 15-1-14 of Chapter 1 of Title XV of the Pueblo Municipal Code is hereby added to the Pueblo Municipal Code to read as follows:

Sec. 15-1-14. – Obstruction of Public Rights-of-Way.

(1) **As used herein, “Public Right-of-Way” shall be defined as any public sidewalk, street, railway, alley, parking space, curb, or other publicly owned property intended for pedestrian or vehicular travel.**

(2) **As used herein, “centerline” shall be defined as the entire public right-of-way to include any public sidewalk, railway, alley, parking space, curb, or other publicly owned property intended for pedestrian or vehicular travel.**

(3) **As used herein, the “Downtown Business Area” shall be defined as the area beginning at the intersection of W 13th and N Elizabeth St., east along centerline of W 13th St. to the center of Interstate 25; thence south along the center of existing or future Interstate 25 to the northern edge of the railroad lines at an approximate location of 38° 15'48.369" N, 104° 36'18.691" W. thence SW along the northern edge of the railroad to a point on the top of the Arkansas River levee at an approximate latitude and longitude of 38° 15'38.319" N, 104° 36'57.711" W; thence NW along the top of the levee to an approximate location of 38° 15'50.625" N, 104° 37'11.123" W; thence NE at 43 degrees for a distance of ~2139 ft. to the centerline of N Elizabeth St. at approximately 38° 16'4.9" N, 104° 36'51.34" W; continuing north along the centerline of N Elizabeth St. to the point of beginning at the intersection of W 13th St. and N Elizabeth St. The area included within the above description shall include the full width of all described railroad, street, or alley rights-of-way, including all public sidewalks.**

(4) **As used herein, the “Bessemer Business Area” shall be defined as the area beginning at the intersection of Amherst Avenue and Cambridge Avenue, thence south along the centerline of Cambridge Avenue, thence continuing south along the centerline of Moore Avenue to intersection of Moore Avenue and Baystate Avenue, thence east along the centerline of Baystate Avenue to the intersection of Baystate Avenue and S Prairie Avenue, thence north along the centerline of S Prairie Avenue to the intersection of S Prairie Avenue and W Northern Avenue, thence east along the centerline of W Northern Avenue continuing east along the centerline of E Northern Avenue to the intersection of E Northern Avenue and S Santa Fe Avenue, thence north along the centerline of S Santa Fe Avenue to the intersection of S Santa Fe Avenue and E Mesa Avenue, thence west along the**

centerline of E Mesa Avenue continuing west along the centerline of W Mesa Avenue to the intersection of W Mesa Avenue and S Prairie Avenue, thence north along the centerline of S Prairie Avenue to the intersection of S Prairie Avenue and Amherst Avenue, thence west along the centerline of Amherst Avenue to the point of the beginning at the intersection of Amherst Avenue and Cambridge Avenue. The area included within the above description shall include the full width of all described railroad, street, or alley rights-of-way, including all public sidewalks.

(5) As used herein, the “Mesa Junction Business Area” shall be defined as the area beginning at the intersection of Lake Avenue and E Abriendo Avenue, and continuing west along the centerline of E Abriendo Avenue to the intersection of E Abriendo Avenue and S Main Street, thence following the centerline of S Main Street to the intersection of S Main Street and Church Place, thence along the centerline of Church Place to the intersection of Church Place and S Union Avenue, thence south along the centerline of S Union Avenue to the intersection of S Union Avenue and E Abriendo Avenue, thence west along the centerline of E Abriendo Avenue to the intersection of E Abriendo Avenue and Jackson Street, thence south along the intersection of Jackson Street to the intersection of Jackson Street and W Evans Avenue, thence east along the centerline of W Evans Avenue to the intersection of W Evans Avenue and Lake Avenue, thence north along the centerline of Lake Avenue to the point of the beginning at the intersection of Lake Avenue and E Abriendo Avenue. The area included within the above description shall include the full width of all described railroad, street, or alley rights-of-way, including all public sidewalks.

(6) As used herein, the “Highway 50 Business Area” shall be defined as the area beginning at the intersection of W 28th Street and N Elizabeth Street and continuing north along the centerline of N Elizabeth Street to the intersection of N Elizabeth Street and Fortino Boulevard, thence west along the centerline of Fortino Boulevard to the intersection of Fortino Boulevard and Kachina Drive, thence east along the centerline of US Highway 50 Frontage Road, continuing along the centerline of Club Manor Drive to the intersection of Club Manor Drive and US Highway 50, thence east to the intersection of US Highway 50 and N Elizabeth Street, thence south along the centerline of N Elizabeth Street to the point of the beginning at the intersection of N Elizabeth Street and W 28th Street. The area included within the above description shall include the full width of all described railroad, street, or alley rights-of-way, including all public sidewalks.

(7) As used herein, the “Eastside Business Area” shall be defined as the area beginning at the intersection of E 4th Street and Interstate 25 and continuing east along the centerline of E 4th Street to the centerline of N Hudson Avenue. The area included within the above description shall include the full width of all described railroad, street, or alley rights-of-way, including all public sidewalks.

(8) It shall be unlawful for any person to sit, kneel, recline, or lie down in the Downtown Business Area, Bessemer Business Area, Mesa Junction Business

Area, Highway 50 Business Area, and the Eastside Business Area upon any surface of any Public Right-of-Way, or upon any bedding, chair, stool, or any other object placed upon the surface of any Public Right-of-Way, between the hours of 7:00 a.m. and 10:00 p.m.

(9) The following activities or circumstances shall not be deemed to be a violation of this section:

- a. The person is experiencing a bona fide medical emergency.
- b. The person has a disability or is utilizing a wheelchair, walker, crutches, or other similar mobility assisting device within the Public Right-of-Way.
- c. The person is sitting or lying on furniture or other objects installed in or placed upon the Public Right-of-Way by the City, or by others with a license or permit issued by the City, that are intended primarily to allow persons to sit or rest, including items such as chairs, benches, and low walls.
- d. The person is a child in a stroller.
- e. The person is attending a parade, festival, performance, rally, demonstration, meeting, or other special event conducted pursuant to a permit or license issued by the City.

(10) No peace officer shall issue a citation or otherwise enforce this Section against any person until the peace officer first seeks voluntary compliance and unless the person continues to engage in conduct that is prohibited by this Section after having been notified by a peace officer that the conduct violates the provisions of this Section.

(11) Violation of this Section is a civil infraction. Upon conviction for a first violation of this Section, the Municipal Court shall impose a fine not to exceed one hundred dollars (\$100.00). Upon a second or subsequent conviction for the violation of this Section, the Municipal Court shall impose a fine not to exceed two hundred dollars (\$200.00).

SECTION 3.

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

SECTION 4.

This Ordinance shall become effective thirty (30) days after final action by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Danny Nunn

SUBJECT: AN ORDINANCE TRANSFERRING \$464,847.70 FROM THE CAPITAL IMPROVEMENT FUND TO THE HOUSING REHAB FUND BY WAY OF \$50,000 FROM PROJECT CI0139 IN-STREAM WATER RIGHTS, \$10,560.88 FROM PROJECT CI1910 PUEBLO RESCUE MISSION - HOMELESS SHELTER, \$3,066.62 FROM PROJECT CI2004 STRATEGIC HOUSING PLAN, \$165,000 FROM PROJECT CI2302 RECORD MANAGEMENT SYSTEM - FIRE, \$60,000 FROM PROJECT CI2402 CONSOLIDATED PLAN, \$38,000 FROM PROJECT CI2403 DEVELOPMENT STUDY, \$40,000 FROM PROJECT HS2502 SECTION 3 EMPLOYMENT GUIDE, AND \$98,220.20 FROM PROJECT CI2406 JAN '24 MAYORAL RUNOFF ELECTION TO PROJECT HS2480 - HOMELESS SHELTER OPERATIONS.

SUMMARY:

To allow for homeless shelter operations to continue, funds must be available. To this end, the Capital Improvement Fund will transfer \$464,847.70 to the Housing Rehab Fund through various projects which have available funding to do so.

PREVIOUS COUNCIL ACTION:

Project HS2480 was established by Ordinance 10818 in October 2024 by transferring \$200,000 from Project HO2460 to fund operations of the homeless shelter located at 728 W 4th Street and the shelter located at 710 W. 4th Street. Council also passed Ordinance 10865 in December 2024 approving an agreement with Life Continues, LLC DBA SafeSide Recovery to temporarily operate the homeless shelter.

BACKGROUND:

The City of Pueblo took over operations previously managed by the Pueblo Rescue Mission, which dissolved in December 2024. Since the dissolution, the City has entered into an agreement with Life Continues, LLC DBA SafeSide Recovery to oversee the daily operations of the homeless shelter. While the City is seeking a permanent means

of operation of the shelter, additional funding is needed to continue to keep the shelter open and running.

FINANCIAL IMPLICATIONS:

\$50,000 from Project CI0139 In-Stream Water Rights, \$10,560.88 from Project CI1910 Pueblo Rescue Mission - Homeless Shelter, \$3,066.62 from Project CI2004 Strategic Housing Plan, \$165,000 from Project CI2302 Record Management System - Fire, \$60,000 from Project CI2402 Consolidated Plan, \$38,000 from Project CI2403 Development Study, \$40,000 from Project HS2502 Section 3 Employment Guide, and \$98,220.20 from Project CI2406 Jan '24 Mayoral Runoff Election will be transferred to Project HS2480 - Homeless Shelter Operations.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance

ALTERNATIVES:

If this Ordinance is not approved, the shelter will not have the funding to continue to operate past April 2025.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE TRANSFERRING \$464,847.70 FROM THE CAPITAL IMPROVEMENT FUND TO THE HOUSING REHAB FUND BY WAY OF \$50,000 FROM PROJECT CI0139 IN-STREAM WATER RIGHTS, \$10,560.88 FROM PROJECT CI1910 PUEBLO RESCUE MISSION - HOMELESS SHELTER, \$3,066.62 FROM PROJECT CI2004 STRATEGIC HOUSING PLAN, \$165,000 FROM PROJECT CI2302 RECORD MANAGEMENT SYSTEM - FIRE, \$60,000 FROM PROJECT CI2402 CONSOLIDATED PLAN, \$38,000 FROM PROJECT CI2403 DEVELOPMENT STUDY, \$40,000 FROM PROJECT HS2502 SECTION 3 EMPLOYMENT GUIDE, AND \$98,220.20 FROM PROJECT CI2406 JAN '24 MAYORAL RUNOFF ELECTION TO PROJECT HS2480 - HOMELESS SHELTER OPERATIONS.

WHEREAS, the City established Project HS2480 by transferring \$200,000 from Project HO2460 to fund operations of the homeless shelter located at 728 W. 4th Street and at 710 W. 4th Street; and,

WHEREAS, additional funding is needed to continue to allow for the operations of the shelter while the City seeks a permanent means of operations; NOW, THEREFORE,

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

SECTION 1.

Additional funds in the amount of \$50,000 shall be transferred from Project CI0139 to Project HS2480.

SECTION 2.

Additional funds in the amount of \$10,560.88 shall be transferred from Project CI1910 to Project HS2480.

SECTION 3.

Additional funds in the amount of \$3,066.62 shall be transferred from Project CI2004 to Project HS2480.

SECTION 4.

Additional funds in the amount of \$165,000 shall be transferred from Project CI2302 to Project HS2480.

SECTION 5.

Additional funds in the amount of \$60,000 shall be transferred from Project CI2402 to Project HS2480.

SECTION 6.

Additional funds in the amount of \$38,000 shall be transferred from Project CI2403 to Project HS2480.

SECTION 6.

Additional funds in the amount of \$40,000 shall be transferred from Project HS2502 to Project HS2480.

SECTION 8.

Additional funds in the amount of \$98,220.20 shall be transferred from Project CI2406 to Project HS2480.

SECTION 9.

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

SECTION 10.

This Ordinance shall become effective immediately upon passage and approval.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 24, 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: A RESOLUTION ENCOURAGING A YES VOTE ON BALLOT ITEM 2A OF THE MAY 6, 2025, SPECIAL ELECTION TO TERMINATE THE CITY'S FRANCHISE AGREEMENT WITH BLACK HILLS COLORADO ELECTRIC, LLC DBA BLACK HILLS ENERGY

SUMMARY:

Attached is a Resolution in support of the special election ballot issue 2A to be held on May 6, 2025.

PREVIOUS COUNCIL ACTION:

City Council has taken previous action to call for a special election to be held on May 6, 2025 regarding the termination of the City's franchise agreement with Black Hills Colorado Electric, LLC dba Black Hills Energy ("Black Hills Energy").

BACKGROUND:

The City of Pueblo's franchise agreement with Black Hills Energy expires in August 2030. Every five years during the term of the franchise agreement, the City may choose to terminate the agreement and establish its own utility, the formation of a co-op or pursue an alternate utility company. City Council is considering termination of its franchise agreement with Black Hills Energy in August 2025 due to Black Hills Energy charging rate payers within the City a higher average residential rate than those paid by a typical customer in the state of Colorado.

On June 14, 2024, Black Hills Energy filed a rate review petition with the Public Utilities Commission seeking authorization to increase its electrical rates charged to rate payers in the City. The Public Utilities Commission recently approved a revenue requirement increase of about \$17 million resulting in yet another increase to the monthly bill of rate payers in the City.

On December 23, 2024, City Council approved the retention of GDS Associates, Inc. to

perform a comprehensive energy strategy study. The study was requested for the purpose of providing information to the City as to the feasibility of acquiring Black Hills Energy's generation, distribution, and transmission assets and forming a municipal utility.

The City of Pueblo, as a home rule city, has the constitutional right to use the power of eminent domain to create and operate a municipal electric utility. The Colorado Constitution expressly grants home rule cities the power "within or without [their] territorial limits to . . . condemn and . . . operate . . . public utilities . . . and everything required therefore." Colo. Const. Art. XX Sec. 1 and 6. This Ordinance will allow the City to seek voters' approval in May to terminate the franchise agreement, acquire Black Hills Energy's assets, and municipalize, if Council deems such action feasible.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

City Council could choose not to adopt the proposed Resolution.

RECOMMENDATION:

This Resolution is at the request of City Council.

ATTACHMENTS:

None

RESOLUTION NO.

A RESOLUTION ENCOURAGING A YES VOTE ON BALLOT
ITEM 2A OF THE MAY 6, 2025, SPECIAL ELECTION TO
TERMINATE THE CITY'S FRANCHISE AGREEMENT WITH
BLACK HILLS COLORADO ELECTRIC, LLC DBA BLACK HILLS
ENERGY

WHEREAS, the City of Pueblo ("City") and its residents are electric service customers of Black Hills Colorado Electric, LLC dba Black Hills Energy ("Black Hills Energy"); and

WHEREAS, the City entered into a franchise agreement with Black Hills Energy which expires in August 2030; and

WHEREAS, every five years the City may choose to terminate the franchise agreement upon a vote of the eligible electors of the City of Pueblo; and

WHEREAS, City Council has referred a question to the eligible electors of the City of Pueblo to considering termination of its franchise agreement due to Black Hills Energy charging rate payers within the City a higher average residential rate than those paid by any typical customer in the state of Colorado; and

WHEREAS, on June 14, 2024, Black Hills Energy filed a rate review petition with the Public Utilities Commission seeking authorization to further increase its already high electrical rates charged to rate payers in the City; and

WHEREAS, the Public Utilities Commission recently approved Black Hills Energy's request for a revenue requirement increase of about \$17 million resulting in yet another increase to the high rates paid by rate payers in the City; and

WHEREAS, a survey by Colorado Association of Municipal Utilities (CAMU) found that Black Hills Energy's customers, on average, spent over \$145 to use 700 kilowatt-hours in January 2024; and

WHEREAS, during January 2024, Xcel Energy ratepayers spent less than \$100, Colorado Springs ratepayers spent less than \$99, and Fort Collins ratepayers spent less than \$84 for the same 700 kilowatt-hours of energy; and

WHEREAS, on December 23, 2024, the City retained GDS Associates, Inc. to perform a comprehensive energy strategy study for the purpose of determining the feasibility of acquiring Black Hills Energy's generation, distribution, and transmission assets and forming an alternative utility provider; and

WHEREAS, the City, has the constitutional right to use the power of eminent domain to create and operate a municipal electric utility "within or without [its] territorial limits to . . . condemn and . . . operate . . . public utilities . . . and everything required therefore." Colo. Const. Art. XX Sec. 1 and 6.

WHEREAS, City Council encourages a yes vote on Ballot Item 2A in the May 6, 2025 special election to terminate the City's franchise agreement and acquire the generation, transmission, and distribution assets of Black Hills Colorado Electric, LLC dba Black Hills Energy, if determined feasible; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council for the City of Pueblo hereby supports a YES vote on Ballot Item 2A of the May 6, 2025, Special Election to terminate the City's franchise agreement with Black Hills Colorado Electric, LLC dba Black Hills Energy.

SECTION 2.

The City Council for the City of Pueblo encourages all eligible voters to vote YES on Ballot Item 2A of the May 6, 2025, special election to terminate the City's franchise agreement with Black Hills Colorado Electric, LLC dba Black Hills Energy.

SECTION 3.

The officers and staff of the City will report the passage of this Resolution and distribute the same through established, customary means, other than paid advertising, by which information about other proceedings of City Council is regularly provided to the public and perform any and all acts consistent with this Resolution to effectuate the policies and procedures described herein.

SECTION 4.

This Resolution shall become effective immediately upon final passage and approval.

INTRODUCED: March 24, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Brett Boston, Councilor
Regina Maestri, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO B.I.T.S OF FREEDOM CORP DBA BITS OF FREEDOM IN THE AMOUNT OF \$2,000 TO SPONSOR THE KENTUCKY DERBY PARTY FUNDRAISER ON MAY 3, 2025, AT PUEBLO DIVERSIFIED INDUSTRIES

SUMMARY:

Attached for consideration is a request for support of B.I.T.S of Freedom Corp dba Bits of Freedom in the amount of \$2,000 to sponsor the Kentucky Derby Party Fundraiser on May 3, 2025, at Pueblo Diversified Industries.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Member Brett Boston is requesting \$2,000 to sponsor the Kentucky Derby Party Fundraiser on May 3, 2025, at Pueblo Diversified Industries. This event promises not only a celebration of Southern charm and Derby-inspired festivities but also serves as a crucial fundraiser to support equine-assisted therapy programs for children and individuals with disabilities. Bits of Freedom has a mission to improve the quality of life for individuals with special needs through the power of the horse. Bits of Freedom believes in the transformative power of horses and their ability to help individuals overcome challenges and reach their full potential. The Equine-assisted Therapeutic Riding Program is designed to provide a unique and effective form of therapy that combines the healing power of horses with the expertise of our dedicated team.

Bits of Freedom offers a safe and supportive environment where individuals of all ages and abilities can engage in therapeutic riding activities. Equine-assisted therapy has

been proven to have numerous benefits, and our skilled instructors and therapists are here to guide you through this incredible journey. As you interact with our gentle and well-trained therapy horses, you'll experience a deep connection and bond that can be truly transformative.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of \$2,000 would be paid from the Council Contingencies Account in the 2025 General Fund Budget to B.I.T.S of Freedom Corp dba Bits of Freedom.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Brett Boston.

ATTACHMENTS:

1. Bits of Freedom Run for the Roses sponsorship request 2025
2. Bits of Freedom SOS Search pulled 02.28.2025
3. 2025 Contingencies (Council) BITS of Freedom Kentucky Derby Party

RESOLUTION NO. 15941

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO B.I.T.S OF FREEDOM CORP DBA BITS OF FREEDOM IN THE AMOUNT OF \$2,000 TO SPONSOR THE KENTUCKY DERBY PARTY FUNDRAISER ON MAY 3, 2025, AT PUEBLO DIVERSIFIED INDUSTRIES

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$2,000 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to B.I.T.S of Freedom Corp dba Bits of Freedom to sponsor the Kentucky Derby Party Fundraiser on May 3, 2025, at Pueblo Diversified Industries.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: March 24, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____

DocuSigned by:
uz 818
7C07EB0EEFC3D43C...
CITY CLERK



**Equine Assisted Therapeutic
Riding for disabilities**

Shelly Even
8180 Even Rd
Beulah, CO 81023
719-369-9756
sheven12345@gmail.com

Board of directors
Martha Nogare President
Dawnette Hinkle Treasurer
Terri Weldon Secretary
Brad Hinkle
Tammy Martenez
Joe Even Development Director
Shelly Even Executive Director

EIN. 84-2700761
Bits of Freedom is a 501-(c)3 all
donations are tax-deductible

Dear Friend,

On behalf of Bits of Freedom Therapeutic Riding, I am delighted to extend an invitation to you for our Kentucky Derby Party, scheduled for May 3, 2025, at Pueblo Diversified Industries, 2828 Granada Blvd. Pueblo, CO. This event promises not only a celebration of Southern charm and Derby-inspired festivities but also serves as a crucial fundraiser to support our equine-assisted therapy programs for children and individuals with disabilities.

We greatly appreciate your assistance in making this event a success. There are two primary ways you can partner with us:

1.Sponsor the Event

Your sponsorship will have a direct impact on transforming lives through therapeutic riding. Sponsors will enjoy the following benefits:

Recognition: Your name or business will be prominently displayed at the event, in promotional materials, and on our website.

Exclusive Perks: Reserved tickets or tables will be allocated for you or your business, providing a unique opportunity to engage and participate.

2. Donate Auction Items

To enhance our fundraising efforts, we are seeking donated auction items. Popular contributions include:

Gift baskets, services, or gift certificates
Unique experiences, such as event tickets or trips
High-quality products like subscriptions, equipment, or artwork
Every contribution, whether through sponsorship or donated auction items, helps us achieve our goal of \$20,000, enabling us to continue providing transformative therapy for those in need.

Together, we can make a meaningful difference, one stride at a time. If you would like to become a sponsor or contribute auction items, please do not hesitate to contact me. I would be pleased to discuss how we can collaborate to ensure the success of this event.

Thank you for considering this opportunity to partner with Bits of Freedom and support a life-changing mission.

Warm regards,

Shelly Even
Executive Director
Bits of Freedom Therapeutic Riding
Phone: 719-369-9756
Email: sheven12345@gmail.com

GRAB YOUR DERBY ATTIRE AND JOIN US FOR OUR

Run for the Rosés



Kentucky Derby

SATURDAY **PARTY**
May 3rd



Scan me

3:00pm Mint Juleps • Buffet • Drawings

5:30pm Greatest 2 Minutes in Sports

🏆 Prizes for Best Dresses & Best Hat

Pueblo Diversified Industries

2828 Grandada Blvd. Pueblo, CO

Tickets \$60 per person

Live Auction • Silent Auction

RSVP 719-369-9756

BY April 30th



★BITS OF★
FREEDOM



Sponsorship Levels **"SHOW" Sponsor – \$250**

Includes 2 event tickets
Recognition as a sponsor
Company logo and link shared on social media
Company logo displayed on the large screen TV at the event



"PLACE" Sponsor – \$500

Includes all benefits from the "SHOW" Sponsor, plus:
2 additional tickets (total of 4 tickets)
social media recognition
Company logo included in the B.I.T.S. newsletter
Opportunity to display one company banner at the event



"WIN" Sponsor – \$1,000

Includes all benefits from the "PLACE" Sponsor, plus:
2 additional tickets (total of 6 tickets)
Social media recognition with 2 additional posts
\$20 in Derby Dollars included with each ticket for event gameplay (total of \$80)
Opportunity to display a company backdrop in the photo area at the event

"TRIPLE CROWN" Sponsor – \$2,000

Includes all benefits from the "WIN" Sponsor, plus:
Highlighted sponsorship of a game with the company logo displayed on game signage
Social media recognition with the company logo and additional materials (total of 3 posts)
Company logo displayed on reserved tables and an additional banner at the event
A VIP table reserved for 8 guests



"GRAND SLAM" Sponsor – \$5,000

Includes all benefits from the "TRIPLE CROWN" Sponsor, plus:
Exclusive recognition as the event's primary sponsor
A custom spotlight during the event, including a dedicated social media post thanking your organization
Opportunity to speak or showcase a short video about your business during the program
Company logo prominently featured on all event materials and signage
Two VIP tables reserved for 16 guests

For more information or to secure your sponsorship, please contact Shelly Even at 719-369-9756 or visit our website at

Sponsor Form

Company Name _____
Contact Name _____
Mailing Address _____
City, State, ZIP _____
Phone # _____
Email Address _____

We are honored to sponsor this event and would like to be
sponsor at your level.

We are sorry we can't attend but please accept this donation
\$ _____

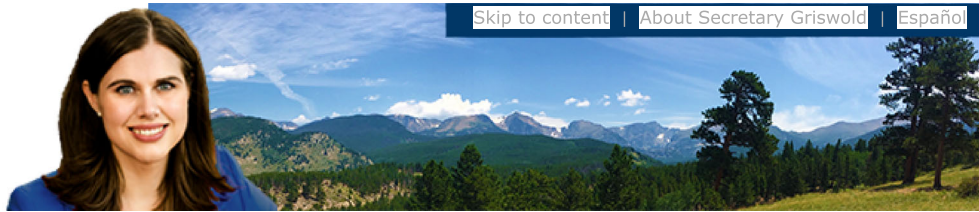
Authorized Signature _____

Signers must be authorized to commit resources of the
corporate sponsor. Please return the original to Bits of
Freedom and keep a copy for your records. Please send your
sponsorship to 8180 Even Rd. Beulah, Colorado.

The deadline for sponsorship level eligibility is April 31
Acknowledgment of sponsorship in all press releases, websites
and on social media.

Thank you for your support of the programs and services
Bits of Freedom.

For detailed information: www.bitsoffreedom.org
Call Shelly: 719-369-97560 or bitsoffreedom@



- > UCC Home
- > Instructions
- > FAQs
- > Login
- > Create User Account

Organization Record Confirmation

Review and select "Confirm" if this entity is the correct business organization.

ID Number:	20191645801
Name:	B.I.T.S of Freedom Corp.
Principal Street Address:	8180 Even Rd, Beulah, CO, 81023, US
Principal Mailing Address:	
Registered Agent:	Michelle Even
Registered Agent Street Address:	8180 Even Rd, Beulah, CO, 81023, US
Registered Agent Mailing Address:	
Status:	Good Standing
Form:	Nonprofit Corporation
Jurisdiction:	CO
Formation Date:	2019-08-12

Previous Page

Confirm

[illegible]



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Sarah Martinez, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO THE ARC OF PUEBLO IN THE AMOUNT OF \$1,000 TO SPONSOR A TABLE AT THE GOLDEN TORTILLA EVENT ON FRIDAY, MAY 2, 2025 AT THE PUEBLO CONVENTION CENTER

SUMMARY:

Attached for consideration is a request for support of ARC of Pueblo in the amount of \$1,000 to sponsor a table at the Golden Tortilla event on Friday, May 2, 2025, at the Pueblo Convention Center.

PREVIOUS COUNCIL ACTION:

Council sponsored this event in 2020 with \$1,000 and in 2024 with \$400.

BACKGROUND:

City Council Member Sarah Martinez is requesting \$1,000 to sponsor the ARC of Pueblo's Golden Tortilla event on Friday, May 2, 2025 at the Pueblo Convention Center. The Arc of Pueblo's annual Golden Tortilla fundraiser is scheduled for Friday, April 19th, 2024, at the Pueblo Convention Center. The Arc of Pueblo is a nonprofit advocacy organization. Our mission is to champion the rights, opportunities, and dignity of people with intellectual and developmental disabilities, along with their families. ARC is currently legal guardians for 77 individuals. When families need to petition for guardianship, the ARC is there. They also assist in developing individualized education plans within our schools, they coordinate resources, provide health and safety assistance, handle appeals, and offer other vital services to enhance the quality of life for those we serve.

The Golden Tortilla aims to raise approximately \$25,000 for our Arc Angel Fund which is the lifeline for individuals with intellectual and developmental disabilities. ARC uses these funds to purchase essentials such as beds, bedding, clothing, and other necessary items. They also provide assistive technology devices, including iPads, which open up a

world of communication and learning for our community.

This year, Councilor Martinez is a participant in the rolling competition.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of \$1,000 would be paid from the Council Contingencies Account in the 2025 General Fund Budget to the ARC of Pueblo.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Sarah Martinez.

ATTACHMENTS:

1. ARC of Pueblo Golden Tortilla 2025
2. ARC of Pueblo Golden Tortilla Pueblo City Council Invoice
3. ARC of Pueblo Charity Search Results pulled 02.28.2025
4. 2025 Contingencies (Council) ARC of Pueblo Golden Tortilla

RESOLUTION NO. 15942

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO THE ARC OF PUEBLO IN THE AMOUNT OF \$1,000 TO SPONSOR A TABLE AT THE GOLDEN TORTILLA EVENT ON FRIDAY, MAY 2, 2025 AT THE PUEBLO CONVENTION CENTER

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$1,000 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to the ARC of Pueblo to sponsor the Golden Tortilla event on Friday, May 2, 2025 at the Pueblo Convention Center.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: March 24, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



Master of Ceremonies:
Jeff Valdez



Presents: the 10th annual
Golden Tortilla

Friday, May 2, 2025
5:30 pm Cocktail Hour
6:30 pm- Dinner and Program

Pueblo Convention Center
320 Central Main Street

Tickets \$50 each
Tables of 10 and Sponsorships available
(719) 404-3195 or stacia@arcofpueblo.org



INVOICE

INVOICE # 2025-07
 DATE: FEBRUARY 28, 2025

EIN# 84-6037693

2705 Vinewood Lane
 Pueblo, CO 81005
 Phone: (719) 545-5845 Fax: (719) 545-5847

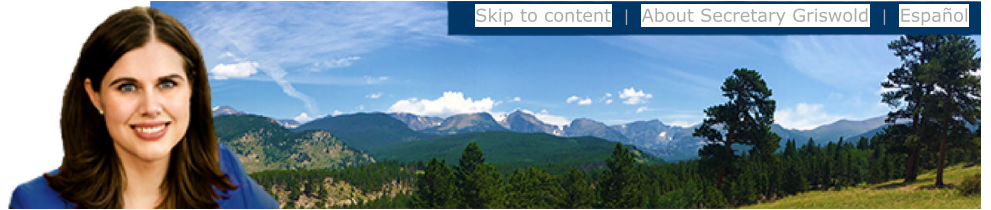
TO:
 Pueblo City Council
 1 City Hall
 Pueblo, CO 81003

TO:
 Pueblo City Council
 1 City Hall
 Pueblo, CO 81003

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Sponsorship for the Golden Tortilla being held on Friday, May 2, 2025	\$1000	\$1000
SUBTOTAL			\$1000
TOTAL DUE			\$1000

Make all checks payable to **The Arc of Pueblo.**

WE HAVE BEEN SERVING THE PUEBLO COMMUNITY SINCE 1957, THANKS TO THE GENEROSITY OF SUPPORTERS LIKE YOU!



- > [Home](#)
- > [Search](#)
- > [Create an account](#)
- > [Log in](#)
- > [Forgot password](#)

Summary

Charitable organization			
Name	THE ARC OF PUEBLO		
Other names (DBAs)			
Status	Good as of 11/05/2024		
Expires on	02/15/2026	Initial registration	07/12/2019
Registration #	20193020220	Established	04/01/1961, Colorado
EIN	84-6037693	Form	Corporation
Street	2705 VINEWOOD LANE, PUEBLO, CO 81005		
Mailing			
County	PUEBLO		
Phone	719-545-5845		
Website	WWW.ARCOFPUEBLO.ORG		
NTEE codes	HUMAN SERVICES		
Charitable purpose	THE ARC OF PUEBLO PROVIDES ADVOCACY AND GUARDIANSHIP SERVICES FOR PEOPLE WITH INTELLECTUAL AND DEVELOPMENTAL DISABILITIES. OUR ADVOCACY PROGRAM IS ESTABLISHED TO SAFEGUARD THE RIGHTS OF INDIVIDUALS AND FAMILIES LIVING WITH INTELLECTUAL AND DEVELOPMENTAL DISABILITIES. WE ALSO SERVE AS LEGAL GUARDIAN FOR INDIVIDUALS WITH NO INVOLVED FAMILY AND ASSIST PARENTS IN COMPLETING THE PETITION PROCESS FOR GUARDIANSHIP WHEN THEIR CHILD TURNS 18 AND GUARDIANSHIP IS APPROPRIATE. WE HAVE SERVED THOUSANDS OF INDIVIDUALS AND FAMILIES SINCE WE WERE FIRST ESTABLISHED IN 1957 AND INCORPORATED IN 1961		
Tax-exempt code	501(C)(3)		
Donations tax deductible?	Yes		
Three-year data			
	06/30/2022	06/30/2023	06/30/2024
Revenue	\$622,370.00	\$698,993.00	\$770,970.00
Expenses	\$536,173.00	\$629,923.00	\$731,990.00
Assets	\$905,799.00	\$979,375.00	\$1,021,813.00
Liabilities	\$54,013.00	\$58,519.00	\$61,977.00
Program services to total expenses	65%		About financial ratios
Fundraising expenses to contributions	0%		
Actions			
Get certificate of registration			
History			

[Search IRS Exempt Organizations Select Check](#)

[Subscribe to email notifications](#)

[Unsubscribe from email notifications](#)

[Business search](#)

[Terms & conditions](#) | [Accessibility statement](#) | [Browser compatibility](#)

[illegible]



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Regina Maestri, Councilor
Sarah Martinez, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO THE JUNIOR LEAGUE OF PUEBLO IN THE AMOUNT OF \$1,500 TO SPONSOR THE TOUR A TRUCK EVENT ON SATURDAY, APRIL 12, 2025 FROM 10 AM - 2 PM IN THE CARNIVAL LOT OF THE COLORADO STATE FAIRGROUNDS

SUMMARY:

Attached for consideration is a request for support of Junior League of Pueblo in the amount of \$1,500 to sponsor the Tour a Truck event on Saturday, April 12, 2025, from 10 am - 2 pm in the Carnival Lot of the Colorado State Fairgrounds.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Member Regina Maestri is requesting \$1,500 to sponsor the Tour a Truck event on Saturday, April 12, 2025 from 10 am - 2 pm in the Carnival Lot of the Colorado State Fairgrounds. Tour a Truck serves as the fundraiser for the League. Historically, the event has brought more than 1,000 people of all ages to explore and educate themselves among various vehicles, vendor booths and fun, active activities.

Children get to put their imagination in gear and go! Kids have the opportunity to get behind the wheel and rub elbows with their hometown heroes, climb on and explore their favorite vehicles, including big rigs, fire engines, police cars, construction trucks, tractors and much more. The highlight and fan favorite of the event is the arrival of the Flight for Life helicopter! This affordable event (\$5 entry fee) raises money to support community programs, while also being a community impact event.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of \$1,500 would be paid from the Council Contingencies Account in the 2025 General Fund Budget to the Junior League of Pueblo.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Regina Maestri.

ATTACHMENTS:

1. Junior League TAT Forms 2025
2. Junior League SOS Search results pulled 02.28.2025
3. 2025 Contingencies (Council) Junior League Tour a Truck

RESOLUTION NO. 15943

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO THE JUNIOR LEAGUE OF PUEBLO IN THE AMOUNT OF \$1,500 TO SPONSOR THE TOUR A TRUCK EVENT ON SATURDAY, APRIL 12, 2025 FROM 10 AM - 2 PM IN THE CARNIVAL LOT OF THE COLORADO STATE FAIRGROUNDS

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$1,500 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to the Junior League of Pueblo to sponsor the Tour a Truck event on Saturday, April 12, 2025, from 10 am - 2 pm in the Carnival Lot of the Colorado State Fairgrounds.

SECTION 2.

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

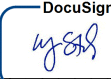
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: March 24, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

\$5/person
or \$20/ family of 5

JUNIOR LEAGUE OF
PUEBLO
PRESENTS

TOUR A TRUCK

CLIMB, LEARN, EXPLORE, HONK!



State Fair Grounds

Carnival Lot
1001 Beulah Ave

Saturday, April 12th

10:00 a.m. - 2:00 p.m.
Horn Free Hour: 10-11



**Construction Vehicles
Emergency Vehicles
Motorcycles & More!**

Questions? Please reach out to Shelby Vaughn at
(405) 831-9706 or funds.jlp@gmail.com

Please register your vehicle and/or vendor booth below. See attached packed for sponsorship opportunities. Provide all requested information no later than April 1st, 2025 to ensure receipt of benefits related to event day marketing.

Name/Business Name:

Contact Person:

Address:

City/State/Zip:

Email:

Website:

Please mark your participation:

☐

Vehicle

☐

Booth

Description of vehicle and/or booth. Include dimensions of vehicle and needs such as electrical, tables, chairs, etc.:



Tour-A Truck Sponsorship Form

April 12th, 2025 at the Colorado State Fair Grounds
10:00 a.m. - 2:00 p.m., Horn Free Hour from 10-11

	Heavy Lifter \$3,000	Hard Hat \$1,500	Horn Free Hour \$700	Bulldozer \$500	Loader \$250	Vendor \$50
Main Sponsor Designation						
Logo on Poster						
Recognition as Horn Free Sponsor						
Logo Displayed at Event						
Banner at Event						
Recognition during Event						
Optional: Vehicle/Booth at Event						

Name/Business Name: _____

Sponsorship Level: _____

Address: _____

City, State, Zip: _____

Email: _____

Website: _____

Please email form to Shelby Vaughn
funds.jlp@gmail.com

or mail to 421 N. Main St #415
Pueblo, CO 81003

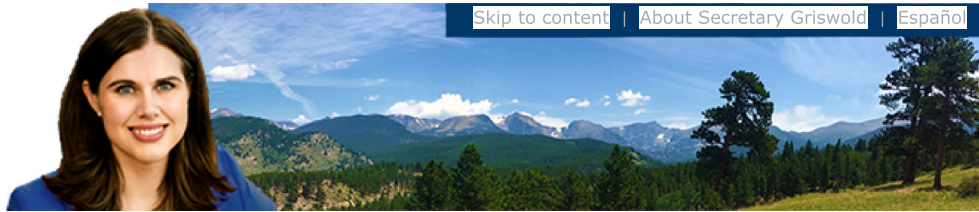


ATTENDANCE: General Admission-10:00am-2:00pm
over 1000 people anticipated
(Estimates are based on previous attendance rates
and Junior League of Pueblo does not make
guarantees)
Tour-a-Truck is promoted throughout the Pueblo
community via print, website, and social media.

SIGNAGE AND PUBLICITY: Feel free to bring
promotional materials appropriate for children, such
as stickers and giveaways. This is strongly
encouraged and ensures everyone has a great time!

PARTICIPATION GUIDELINES:The Tour-a-Truck Commitment form, Sponsorship Payment, and Certificate of Liability Insurance must be received prior to the event to participate. No refunds will be provided unless otherwise agreed to by the Junior League of Pueblo. Vehicle space assignments will be determined by the Junior League of Pueblo based upon the best interest of the event and/or first-come-first served basis. Vehicle participant's acknowledgement that a minimum of one adult representative must be present during the event to supervise the Vehicle(s) between the hours of 10:00am to 2:00pm on Saturday, April 25, 2025. Vehicle representative should be able to provide narrative description of the Vehicle(s)'s specifications and/or services as well as facilitate guided "tours" of the Vehicle(s)'s interior as allowable by the Vehicle's size. Vehicle sponsors acknowledge that the nature of the Tour-a-Truck event involves the interaction of children with Vehicle(s) so that the children are allowed to touch, see, and explore the vehicle(s) and learn about the vehicle(s)'s function. The JLP will take appropriate measures to facilitate a safe event; however, the sponsor remains responsible for the supervision and safety of its vehicle(s). The sponsor shall indemnify, save, and hold harmless the JLP and its officers and volunteers from all liability, damage, loss, claims, costs, demands, and actions of any nature whatsoever arising out of the Tour-a-Truck event. Vehicle participants will comply with a No Horn Policy during the Horn Free Hour from 10:00am to 11:00am. Vehicle participants must arrive on event day between 7:30am and 9:15 am to set-up. Vehicles requiring special accommodations, such as a large turning radius, will be asked to arrive early during event set-up. Vehicles are expected to stay the entire length of the event and may not leave until the event's conclusion at 3:00pm unless otherwise agreed to in advance by the Junior League of Pueblo. This is to ensure the safety of the 100's of children that will be walking in the area. Sponsors may bring banners, signage, decorations, etc. to promote their business. The Junior League of Pueblo shall not be held responsible for any loss or damage to vendor property. Sponsor grants permission to the Junior League of Pueblo to take photographs or record videos of vendor and/or display during the event for the strict purpose of promotion and publicity of the event and/or the Junior League of Pueblo. Sponsor and their representatives shall conduct themselves in a manner that is appropriate for the family-oriented event, which includes but is not limited to no smoking, no profanity, and no display of inappropriate content or clothing.

EVENT CONTACT INFORMATION: Shelby Vaughn (405) 831-9706 funds.jlp@gmail.com



- > UCC Home
- > Instructions
- > FAQs
- > Login
- > Create User Account

Organization Record Confirmation

Review and select "Confirm" if this entity is the correct business organization.

ID Number:	19871319334
Name:	THE JUNIOR LEAGUE OF PUEBLO
Principal Street Address:	421 N Main St Ste 415, Pueblo, CO, 81003, US
Principal Mailing Address:	
Registered Agent:	JUNIOR LEAGUE OF PUEBLO
Registered Agent Street Address:	421 N Main St Ste 415, Pueblo, CO, 81003, US
Registered Agent Mailing Address:	421 N Main St Ste 415, Pueblo, CO, 81003, US
Status:	Good Standing
Form:	Nonprofit Corporation
Jurisdiction:	CO
Formation Date:	1977-03-10

Previous Page

Confirm

[Terms & conditions](#) | [Accessibility statement](#) | [Browser compatibility](#)

[illegible]



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Sarah Martinez, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO THE PUEBLO CHILD ADVOCACY CENTER IN THE AMOUNT OF \$1000 TO SPONSOR THE NATIONAL CHILD ABUSE PREVENTION MONTH CAMPAIGN DURING THE MONTH OF APRIL 2025

SUMMARY:

Attached for consideration is a request for support of the Pueblo Child Advocacy Center in the amount of \$1000 to sponsor the National Child Abuse Prevention Month campaign during the month of April 2025.

PREVIOUS COUNCIL ACTION:

Council sponsored this campaign in 2023 for \$1,000.

BACKGROUND:

In an effort to bring an end to the child abuse epidemic, Pueblo Child Advocacy Center (PCAC) is organizing a campaign during the month of April in honor of National Child Abuse Prevention Month in lieu of our annual Gala. This is an ongoing initiative we hope continues to raise awareness about child abuse and prevention, while also reminding the community about how we serve the most vulnerable. We are proud of what we have accomplished since our inception in 1986 and look forward to a brighter future for our children with community partners like YOU.

PCAC offers high-quality care so abused children can thrive. The Center is a homelike, child-friendly environment where a coordinated team of experts in forensic interviewing, medical, law enforcement, victim advocacy, mental health, child protective services, and other disciplines come together to empower children and strengthen families while holding offenders accountable.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of \$1000 would be paid from the Council Contingencies Account in the 2025 General Fund Budget to the Pueblo Child Advocacy Center.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Sarah Martinez.

ATTACHMENTS:

1. Child Advocacy Center Sponsorships 2025
2. Pueblo Child Advocacy Center Charity Search Results pulled 03.05.25
3. 2025 Contingencies (Council) Child Advocacy Center National Child Abuse Prevention Month

RESOLUTION NO. 15944

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO THE PUEBLO CHILD ADVOCACY CENTER IN THE AMOUNT OF \$1000 TO SPONSOR THE NATIONAL CHILD ABUSE PREVENTION MONTH CAMPAIGN DURING THE MONTH OF APRIL 2025

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$1000 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to the Pueblo Child Advocacy Center to sponsor the National Child Abuse Prevention Month campaign during the month of April 2025.

SECTION 2.

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

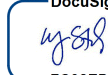
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: March 24, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



SPONSORSHIP OPPORTUNITIES



DIAMOND SPONSORSHIP \$1,000

10 Signs with business/individual name and PCAC logo
10 Pinwheel lapel pins
10 PCAC pinwheel pens
10 PCAC notepads and bamboo phone holders
Business logos on website and social media

Deadline for customized signs is Wednesday, March 19, 2025

RUBY SPONSORSHIP \$750

5 Signs with business/individual name and PCAC logo
5 Pinwheel lapel pins
5 PCAC pinwheel pens
5 PCAC notepads and bamboo phone holders
Business logos on website and social media

Deadline for customized signs is Wednesday, March 19, 2025

SAPPHIRE SPONSORSHIP \$500

3 of the following:
Signs supporting Child Abuse Prevention Month
Pinwheel lapel pins
PCAC pinwheel pens
PCAC notepads and bamboo phone holders

EMERALD SPONSORSHIP \$250

2 of the following:
Signs supporting Child Abuse Prevention Month
Pinwheel lapel pins
PCAC pinwheel pens
PCAC notepads and bamboo phone holders

OTHER OPTIONS

PEARL SPONSORSHIP | \$100

Includes 1 sign supporting Child Abuse Prevention Month

COUNT US IN! Please select the sponsorship package. Provide below requested information through online registration with the provided QR code or through the events at www.pueblocac.org/donate, by mailing payment to 301 W 13th St., Pueblo, CO 81003 or by calling Christine at 719-583-6333. Call or email to schedule a pick-up location.

Organization/Individual _____ Name of Contact _____

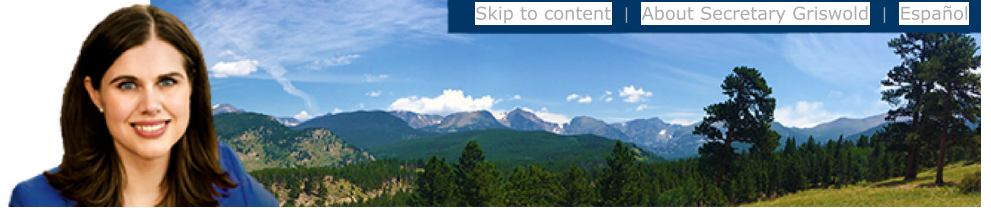
Address _____ Zip Code _____

Phone Number _____ Email _____

PAYMENT OPTIONS

- ☐ Check included, payable to PCAC or Pueblo Child Advocacy Center
- ☐ Invoice requested, please send to email or mailing address listed
- ☐ Paid by card through online registration at www.pueblocac.org (Qgiv) or QR Code



[Home](#)[Search](#)[Create an account](#)[Log in](#)[Forgot password](#)

Summary

Charitable organization

Name	PUEBLO CHILD ADVOCACY CENTER, INC		
Other names (DBAs)			
Status	Good as of 08/27/2024		
Expires on	08/15/2025	Initial registration	03/07/2003
Registration #	20033002623	Established	05/25/1990, Colorado
EIN	84-1071784	Form	Corporation

Street	301 W. 13TH ST., PUEBLO, CO 81003
Mailing	301 W 13TH ST, PUEBLO, CO 81003
County	PUEBLO
Phone	719-583-6332
Website	WWW.PUEBLOCAC.ORG

NTEE codes	CRIME,LEGAL; HUMAN SERVICES; MENTAL HEALTH,CRISIS INTERVENTION
Charitable purpose	THE MISSION OF THE PUEBLO CHILD ADVOCACY CENTER (PCAC) IS TO PROVIDE PREVENTION EDUCATION AND A SAFE ENVIRONMENT FOR THE INVESTIGATION OF CHILD ABUSE. PCAC'S VISION IS TO EMPOWER CHILDREN AND STRENGTHEN FAMILIES BY REDUCING TRAUMA AND RESTORING HEALING AND HOPE. PCAC SERVES APPROXIMATELY 300 PRIMARY VICTIMS AND 400 SECONDARY VICTIMS EACH YEAR.
Tax-exempt code	501(C)(3)
Donations tax deductible?	Yes

Three-year data

	12/31/2021	12/31/2022	12/31/2023
Revenue	\$615,456.00	\$1,043,766.00	\$591,530.00
Expenses	\$449,333.00	\$574,772.00	\$565,351.00
Assets	\$624,496.00	\$866,579.00	\$850,538.00
Liabilities	\$14,224.00	\$52,706.00	\$850,538.00
Program services to total expenses	72%		About financial ratios
Fundraising expenses to contributions	14%		

Actions

[Get certificate of registration](#)[History](#)[Search IRS Exempt Organizations Select Check](#)[Subscribe to email notifications](#)

[Unsubscribe from email notifications](#)

[Business search](#)

[Terms & conditions](#) | [Accessibility statement](#) | [Browser compatibility](#)

[illegible]



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 24, 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 1B 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. 10919

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 1B 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 March 10, 2025.

Final adoption of Ordinance by City Council on March 24, 2025.

DocuSigned by:

E17A4F51823AB462...

President of City Council

Action by the Mayor:

- ☒ Approved on 3/25/2025 | 4:56 PM MDT.
- ☐ Disapproved on _____ based on the following objections:

Signed by:


3A85950B7BCA462...

Mayor

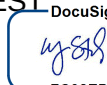
Action by City Council After Disapproval by the Mayor:

- ☐ 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:


7C02EBDFFC3D43C...

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.

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]

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
--

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.

920
921
922
923
924
925
926

927
928
929
930
931
932
933
934
935
936
937

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, Date
Mayor
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: _____

939
940

END OF CONTRACT TO BUY AND SELL REAL ESTATE



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: March 24, 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. 10920

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 March 10, 2025.

Final adoption of Ordinance by City Council on March 24, 2025.

DocuSigned by:

B7A4E51823AB462...

President of City Council

Action by the Mayor:

- ☒ Approved on 3/25/2025 | 4:56 PM MDT.
- ☐ Disapproved on _____ based on the following objections:

Signed by:

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

7C02EBDFFC3D43C...

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

- 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 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.

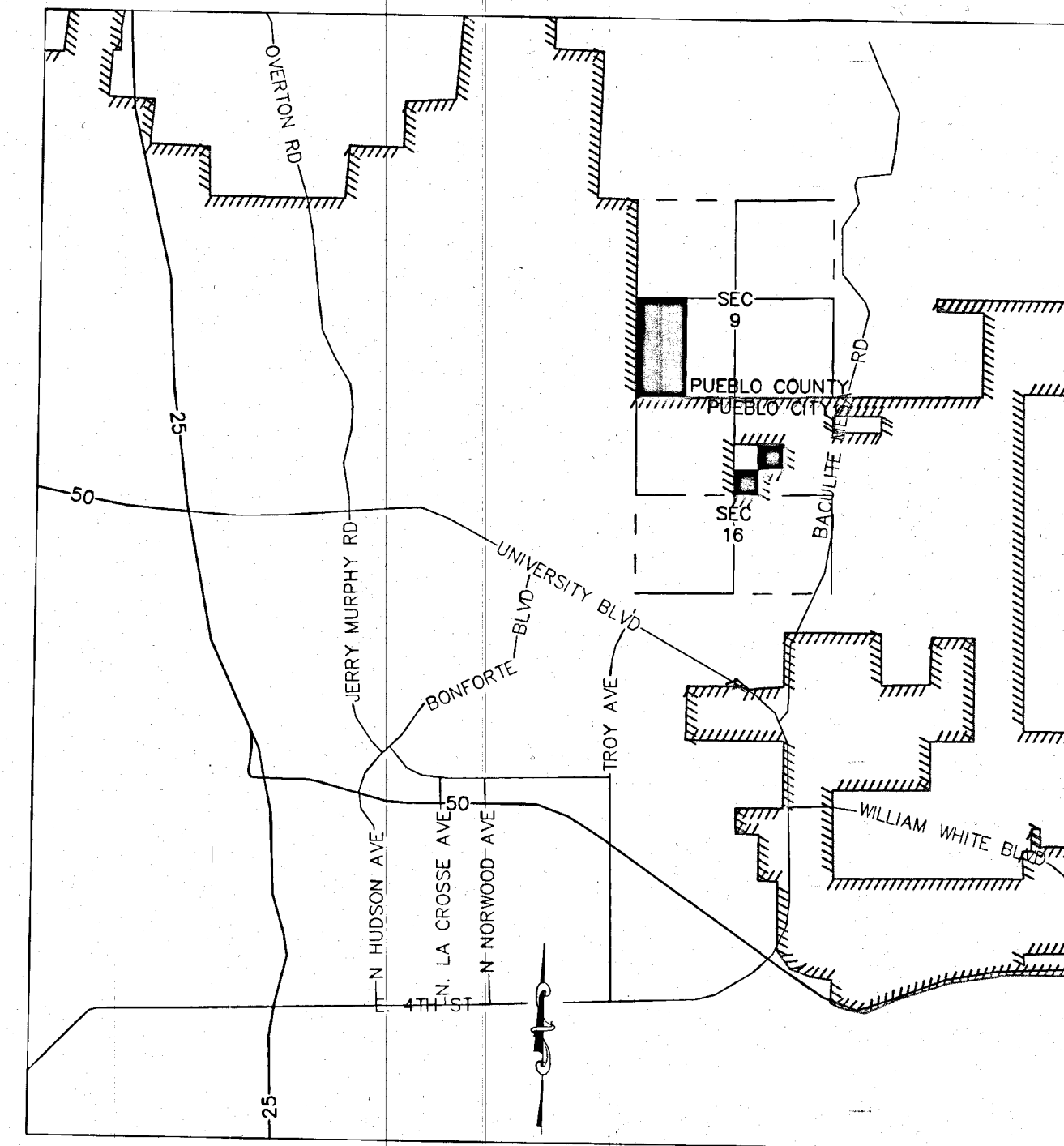
THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO, EXCEPTING THEREFROM THE SOUTH 6 ACRES AND FURTHER EXCEPTING THEREFROM THE NORTH 2.018 ACRES.

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



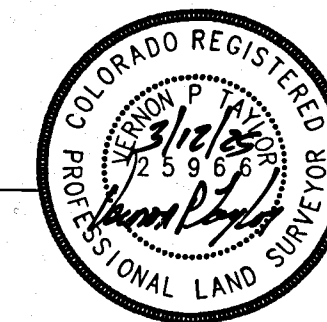
VICINITY MAP
NOT TO SCALE

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

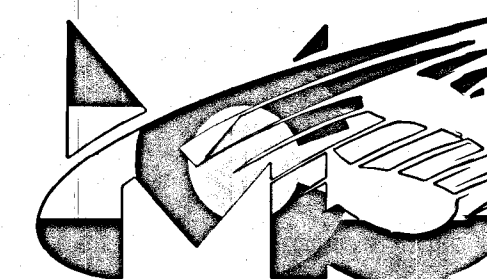
VERNON P. TAYLOR, COLO. PLS NO. 25966
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS



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 THE CITY OF PUEBLO
JOB NO. 43-142
DATE PREPARED: 07/19/2023
DATE REVISED: 08/25/2023
DATE REVISED: 11/15/2023
ISSUED FOR MYLAR 03/12/25



212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

CIVIL CONSULTANTS, INC.

SHEET 1 OF 1

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)

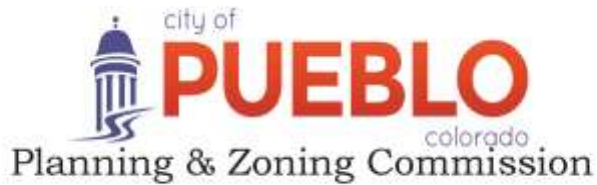
Commission Action: Bailey motioned to recommend the annexation be forwarded to City Council for approval, seconded by Aznar.

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.

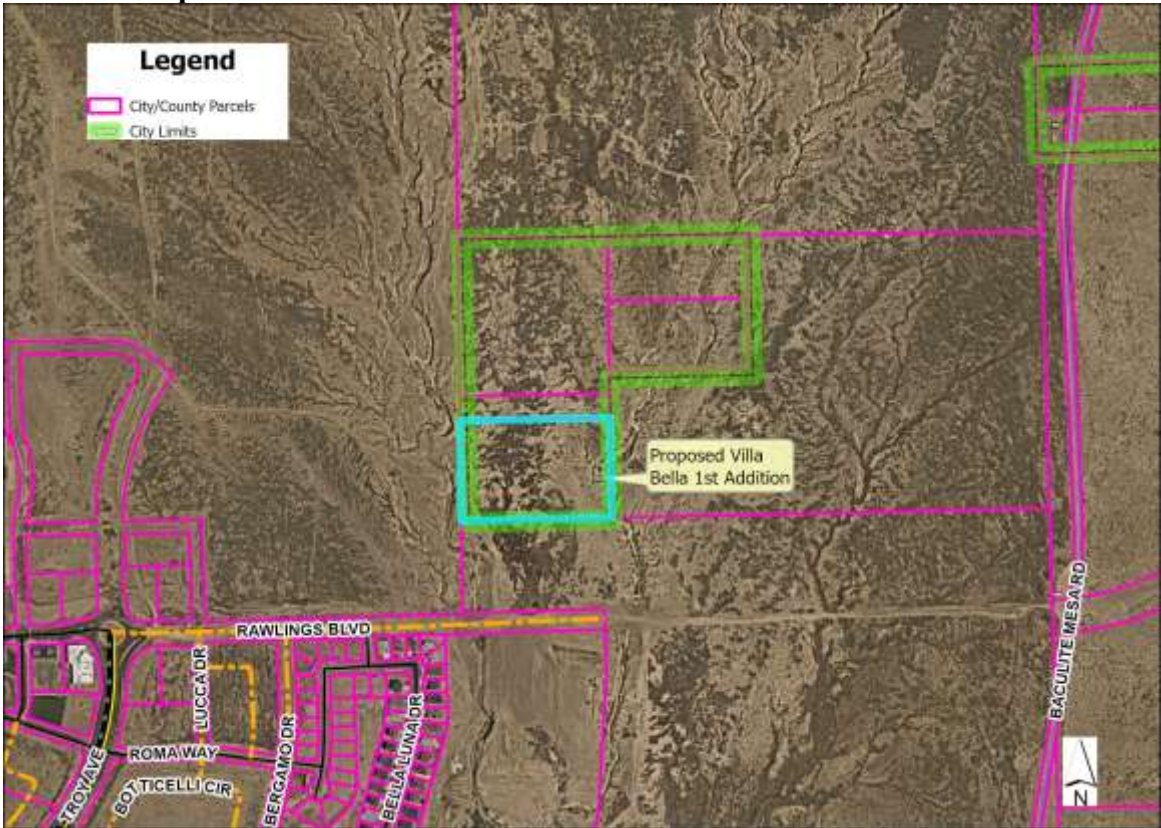
The petitioner will be required to comply with the City's Code of Ordinances for any subdivision of the property.

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.

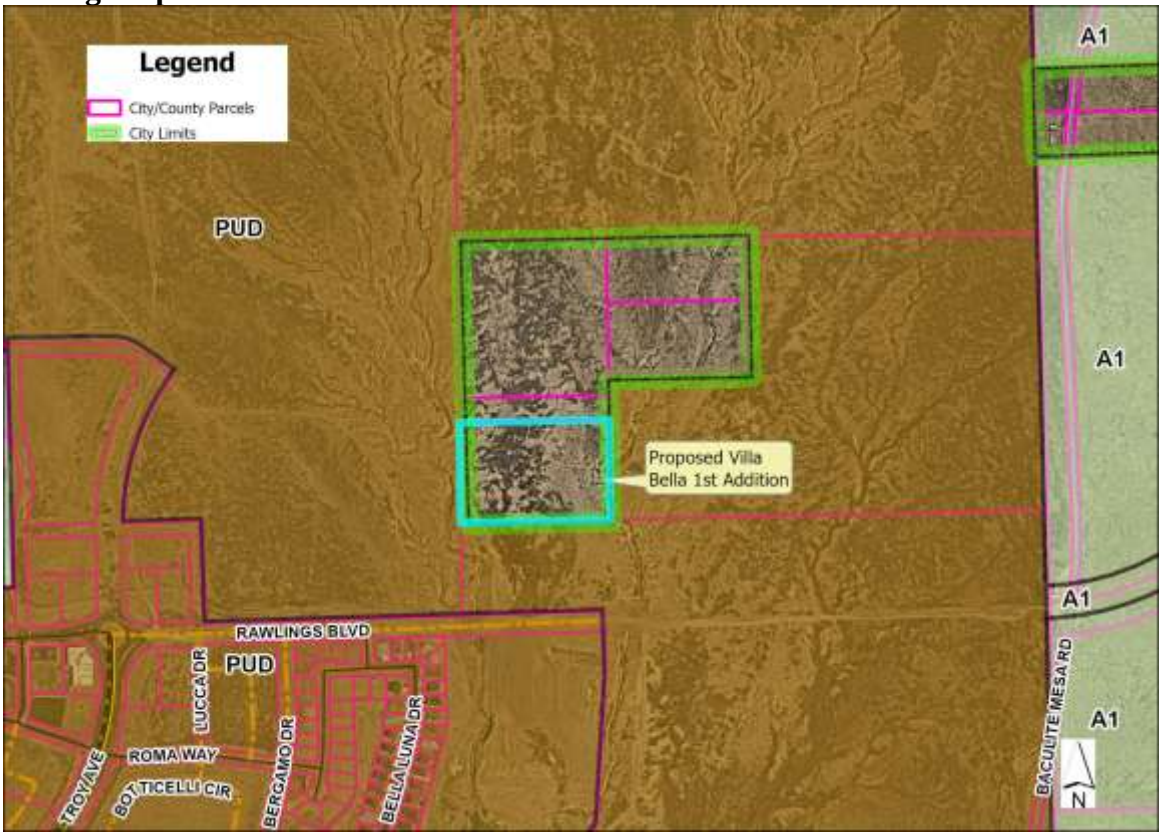
ATTACHMENTS

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

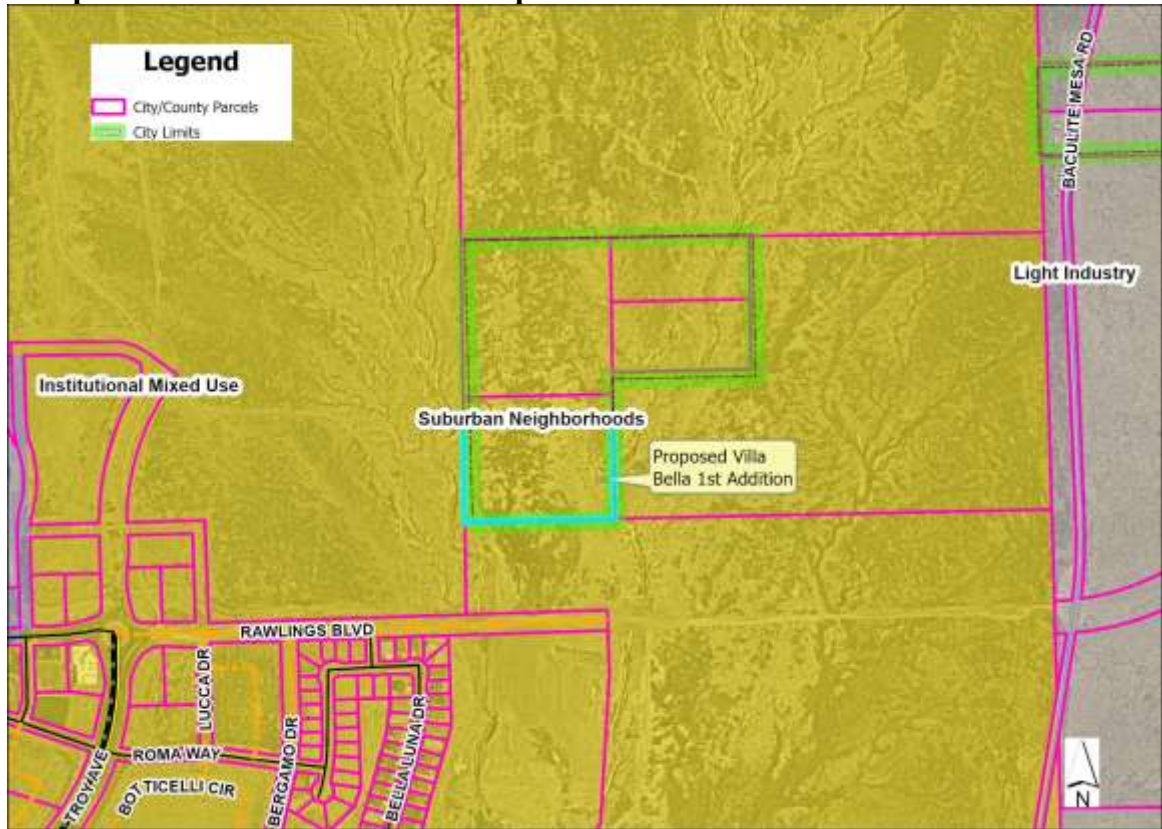
A. Location Map



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

- 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 PARCEL A.

LEGAL DESCRIPTIONS FROM TITLE COMMITMENTS

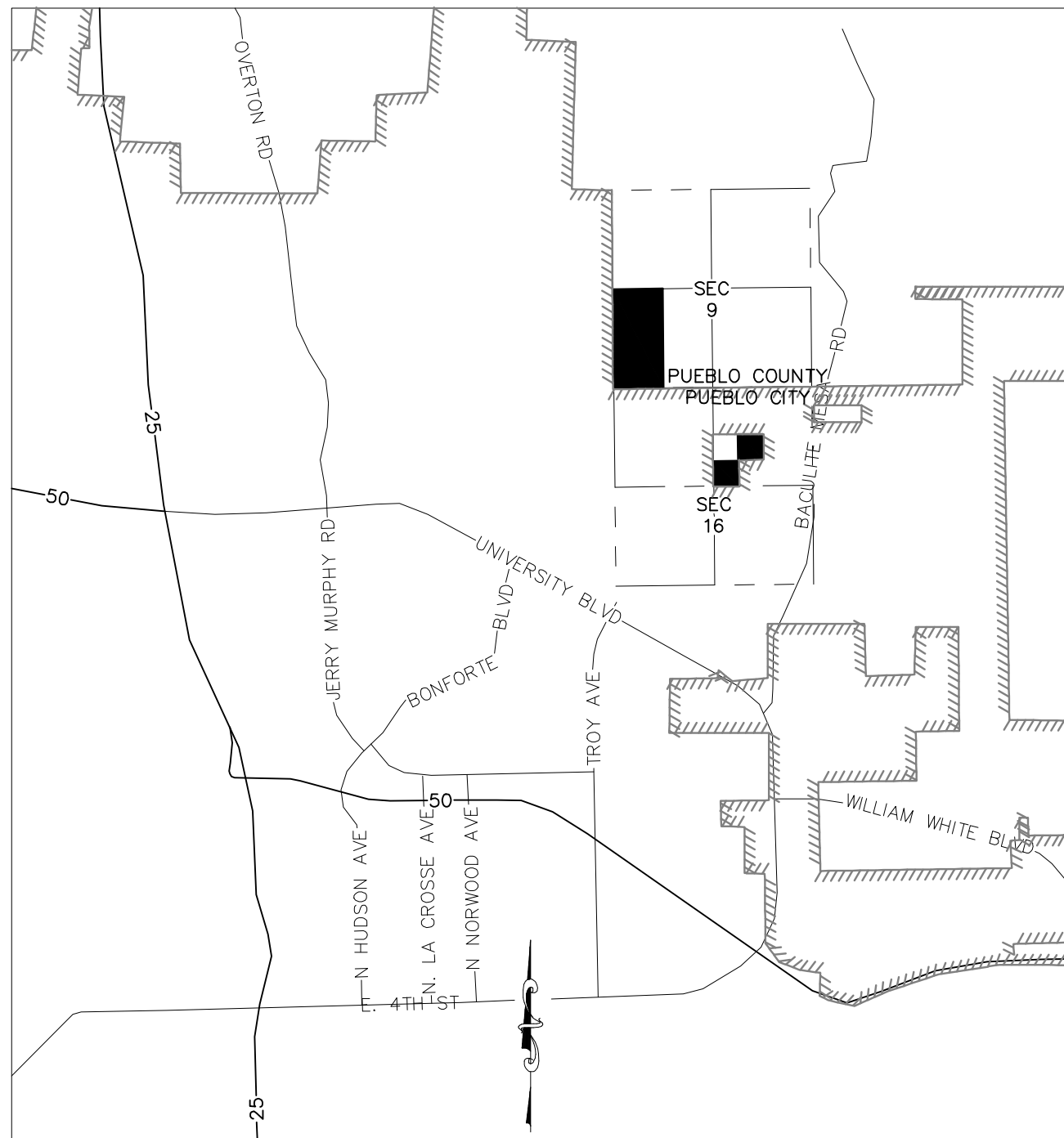
PARCEL A:

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.

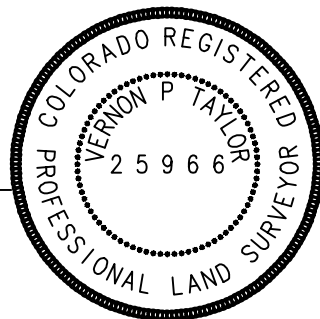
LEGEND

- 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



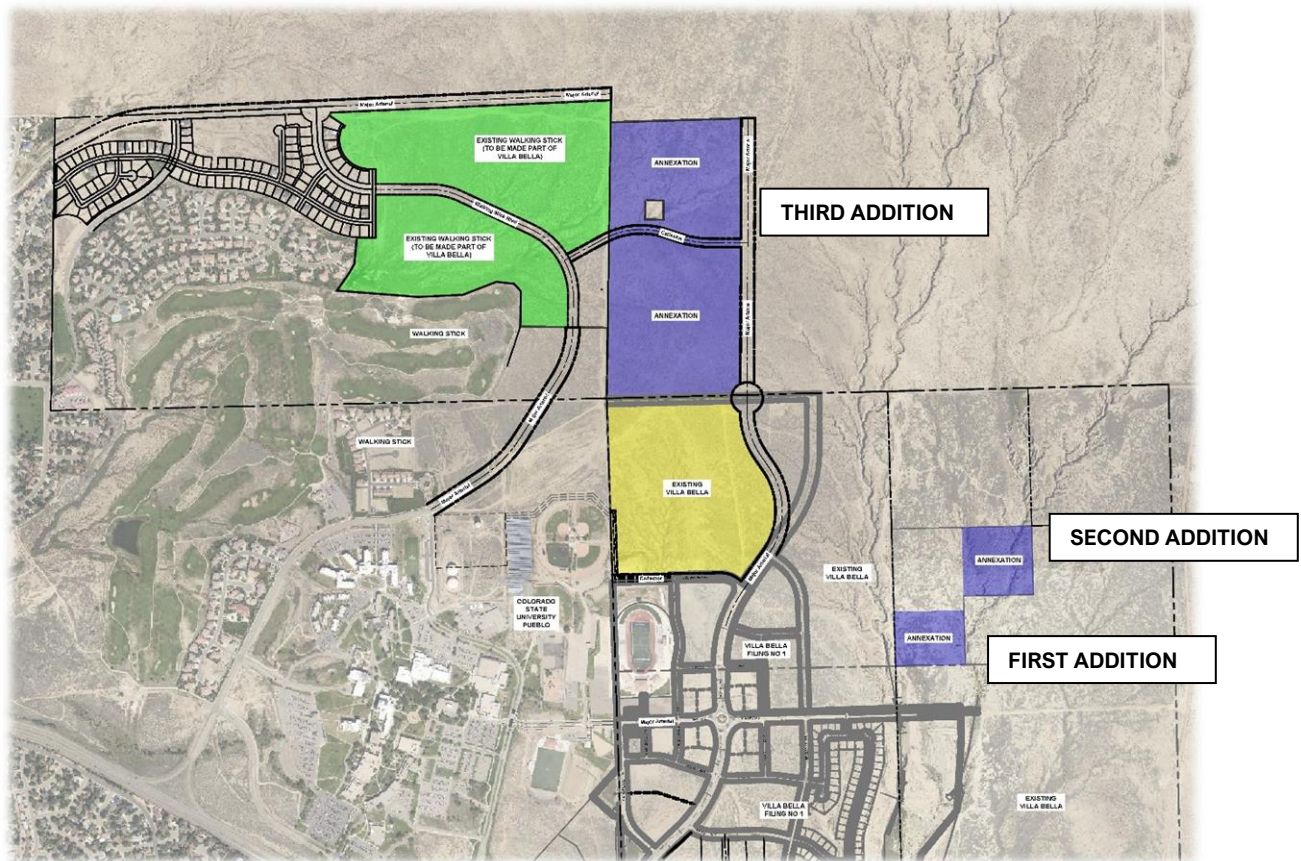
212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.953.5485

SHEET 1 OF 1

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 24, 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. 10921

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).

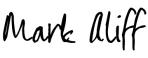
SECTION 8.

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 March 10, 2025.

Final adoption of Ordinance by City Council on March 24, 2025.

DocuSigned by:

B7A4F51823AB462...

President of City Council

Action by the Mayor:

☒ Approved on 3/25/2025 | 4:55 PM MDT.

☐ Disapproved on _____ based on the following objections:

Signed by:

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:

7C02EBDFFC3D43C...

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	2552.50 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) 08051C05040, 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. 65658UTC DATED JUNE 8, 2022 AT 7:30 A.M. HAS BEEN REVIEWED AS IT PERTAINS TO PARCELS A.

LEGAL DESCRIPTIONS FROM TITLE COMMITMENTS

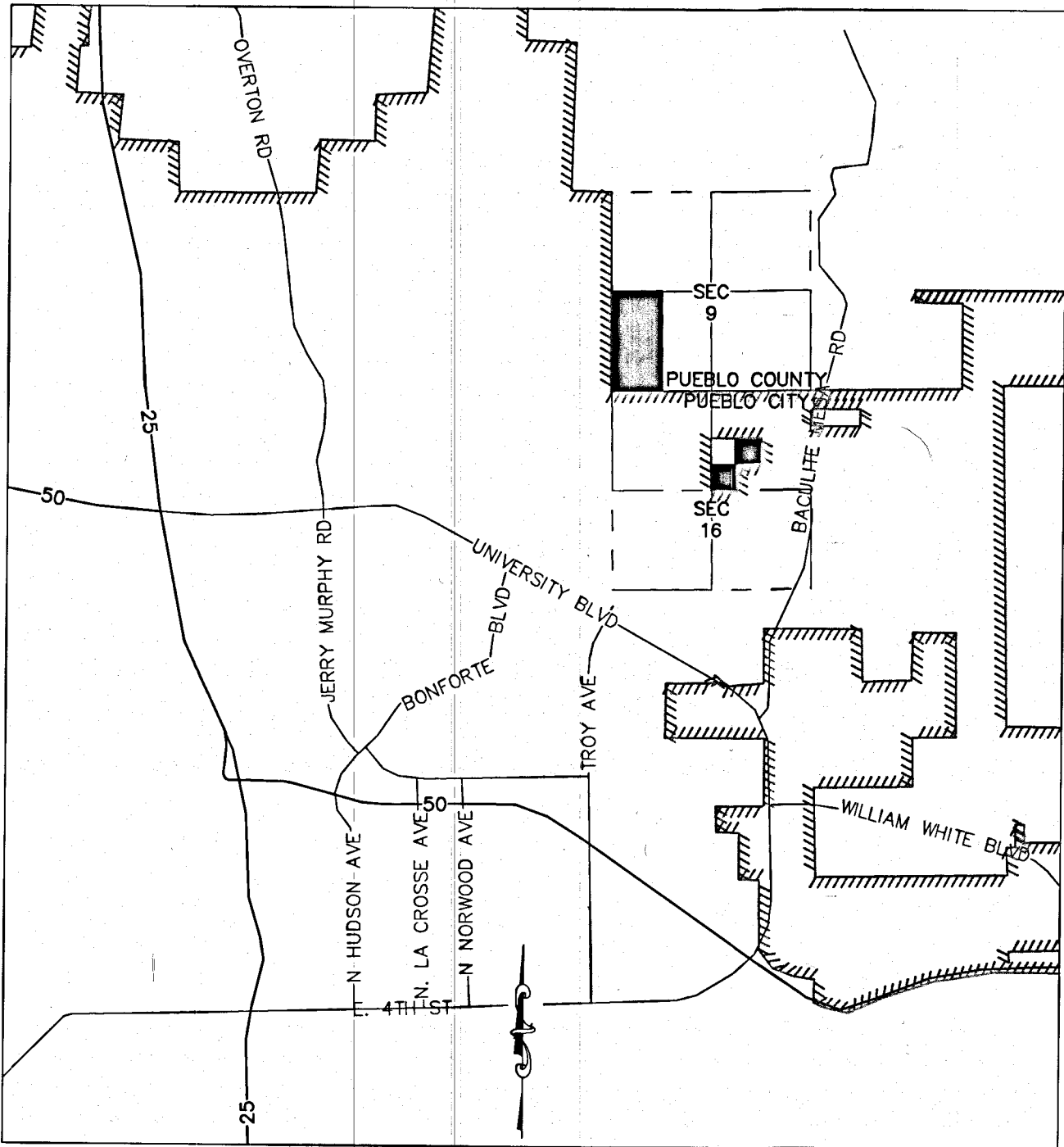
PARCEL A: THE NORTH SIX (6) ACRES OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO. AND: THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4)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

LEGEND

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



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.

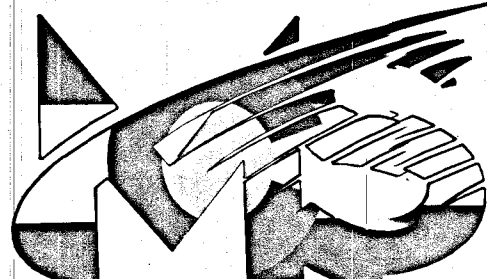
Vernon P. Taylor
VERNON P. TAYLOR, COLO. PLS NO. 25966
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS



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
ISSUED FOR MYLAR 03/12/25



CIVIL CONSULTANTS, INC.

SHEET 1 OF 1

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)

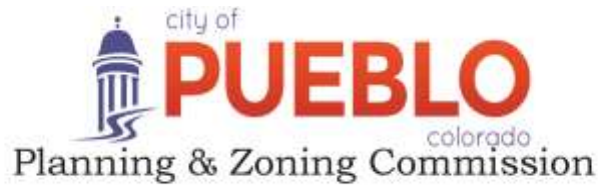
Commission Action: Bailey motioned to recommend the annexation application be forwarded to City Council for approval, seconded by Aznar.

Motion Passed: 7-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

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.

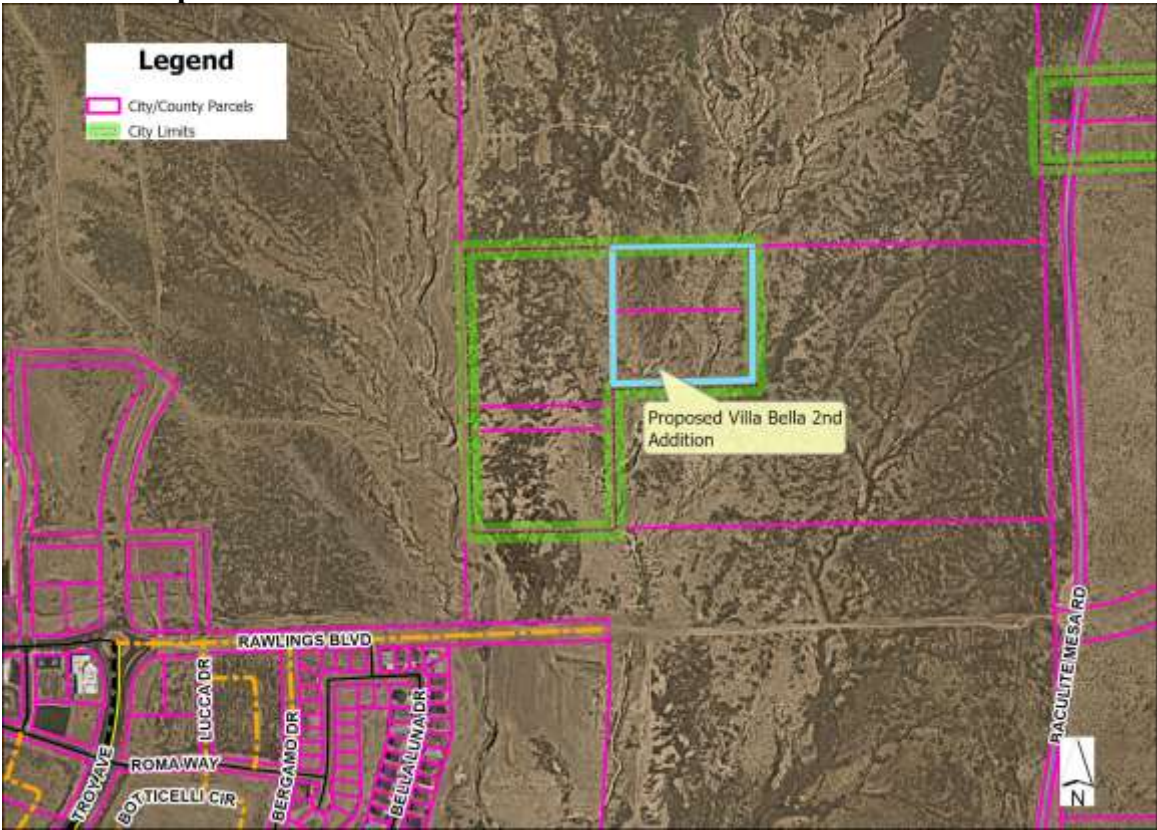
The petitioner will be required to comply with the City's Code of Ordinances for any subdivision of the property.

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.

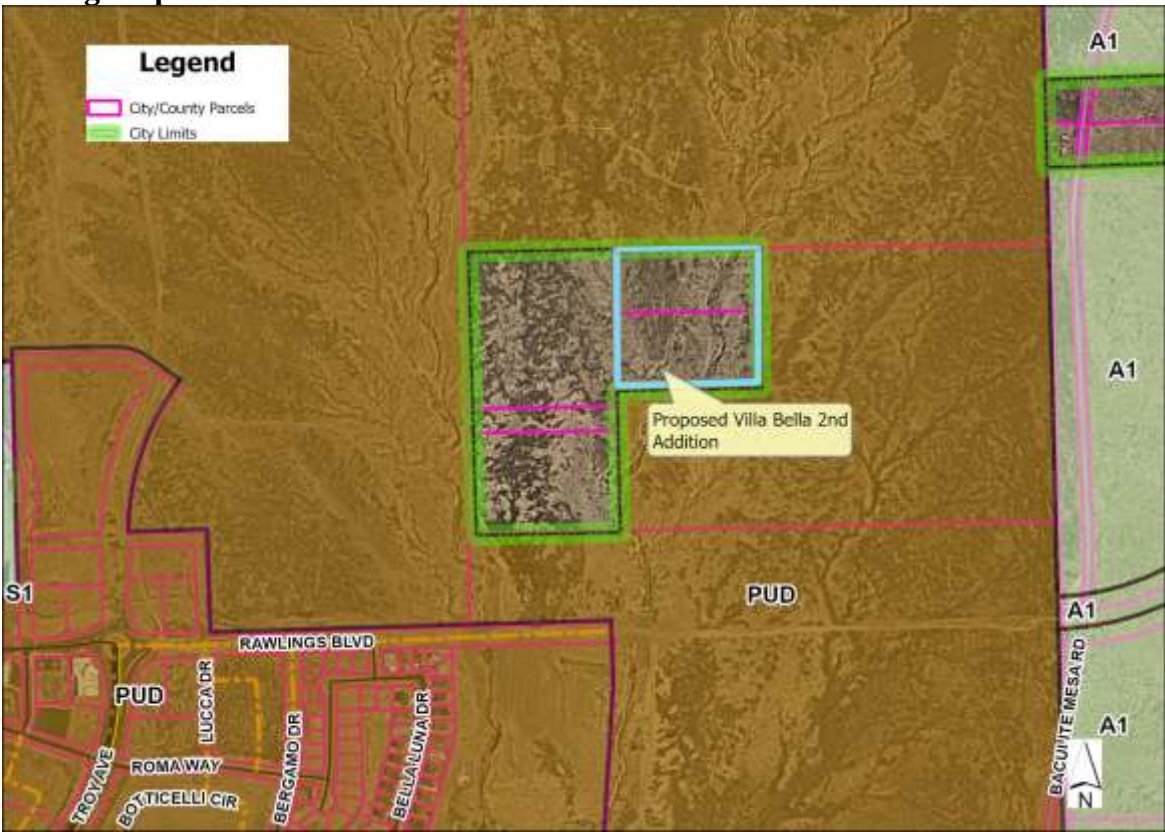
ATTACHMENTS

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

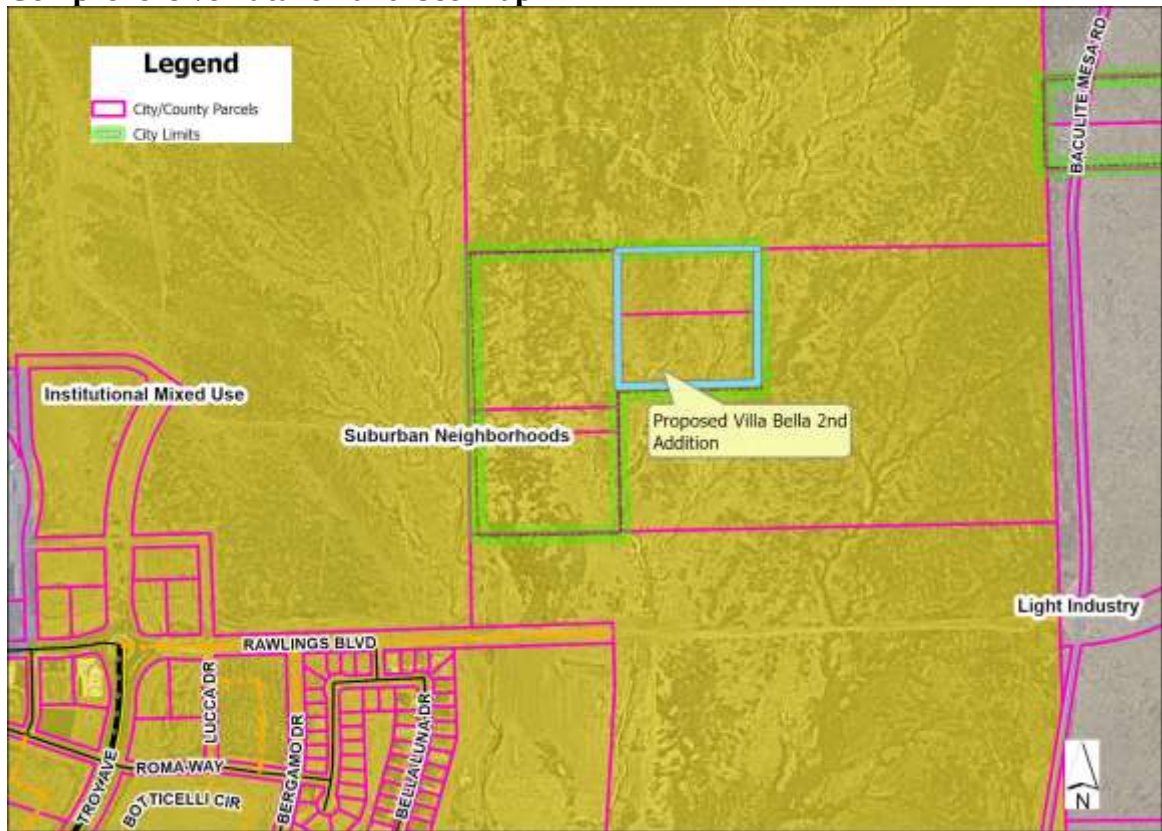
A. Location Map



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

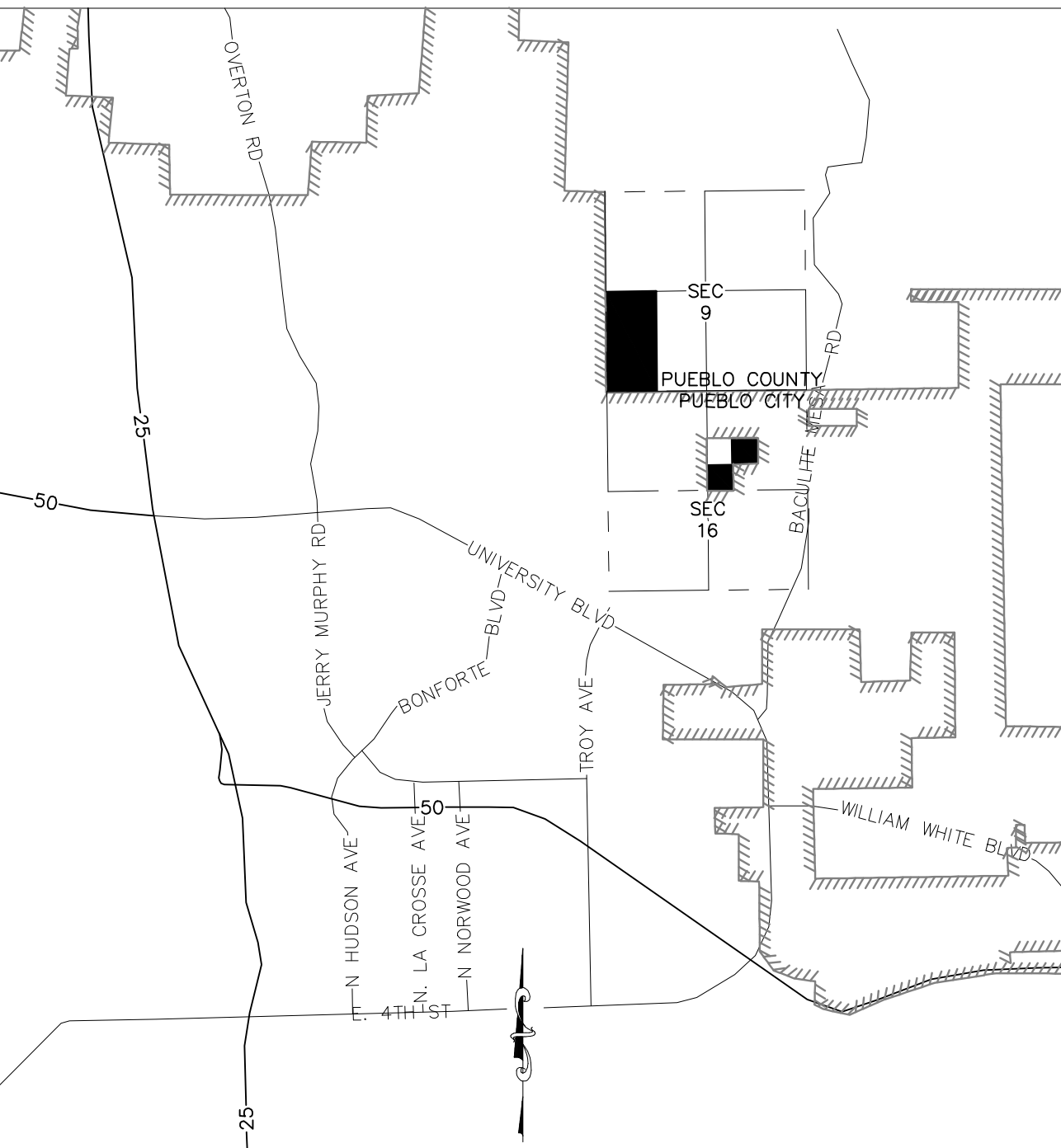
1. BASIS OF BEARINGS IS THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 8, SAID LINE IS MONUMENTED WITH A STONE IN CONCRETE WITH CROSS AT THE SECTION CORNER COMMON TO SECTIONS 8, 9, 16, AND 17 OF T20S R64W OF THE 6TH P.M. PUEBLO COUNTY, COLORADO AND WITH A 3.25" ALUMINUM CAP ON NO. 6 REBAR AT THE QUARTER 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, 08101C0610D, 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.

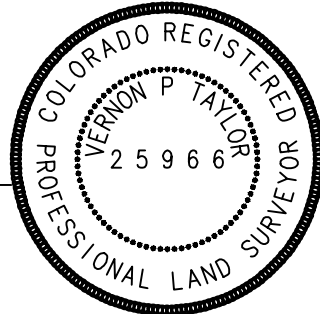
LEGEND

- 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

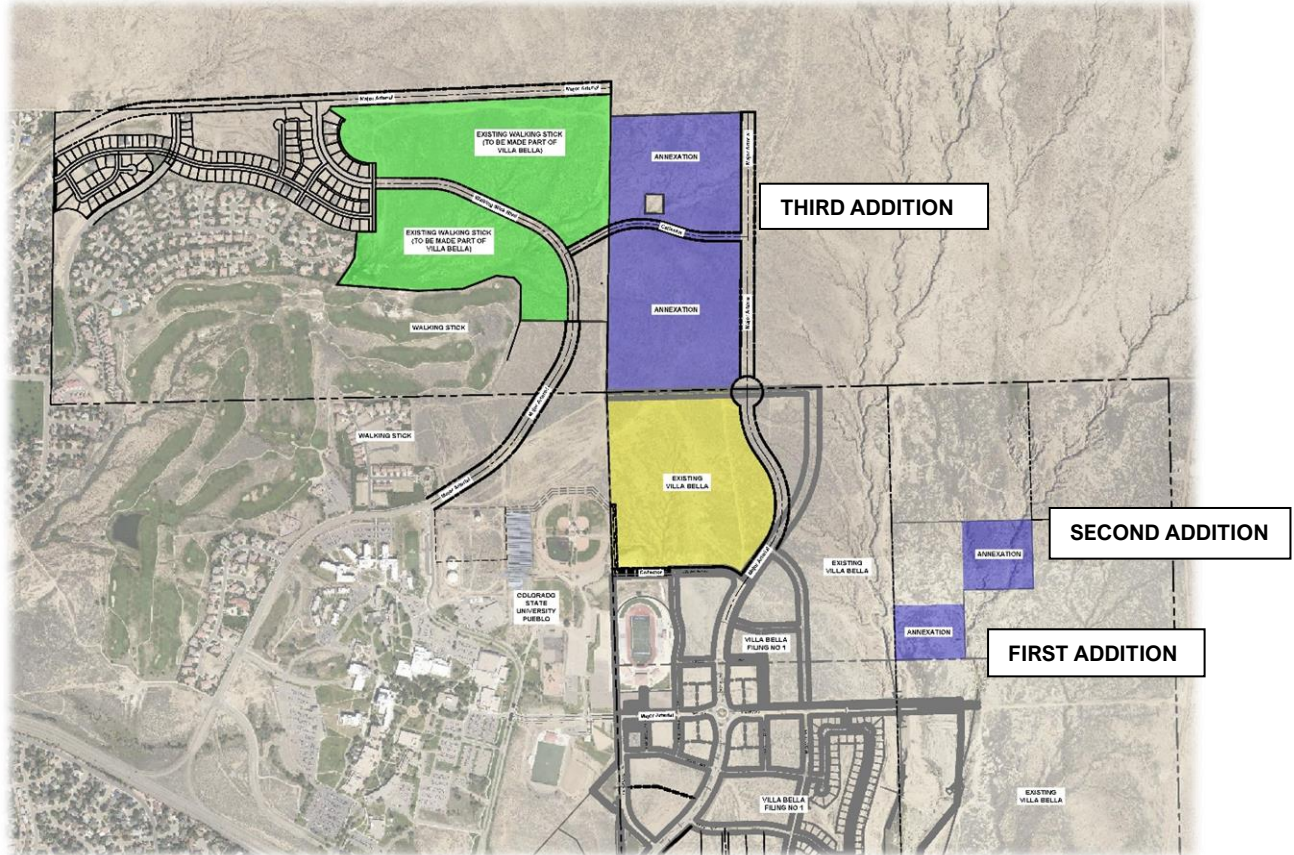


212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.953.5485

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

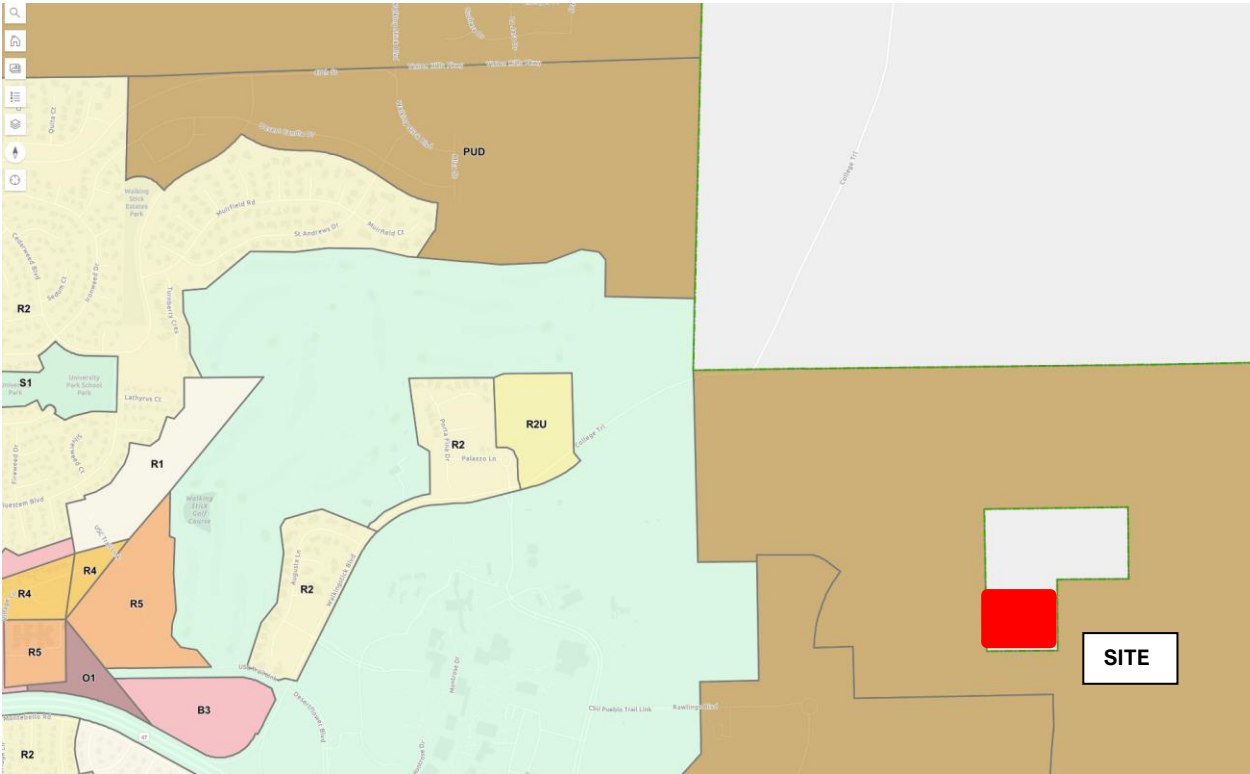
(CRS Title 31-12-108.5)

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:

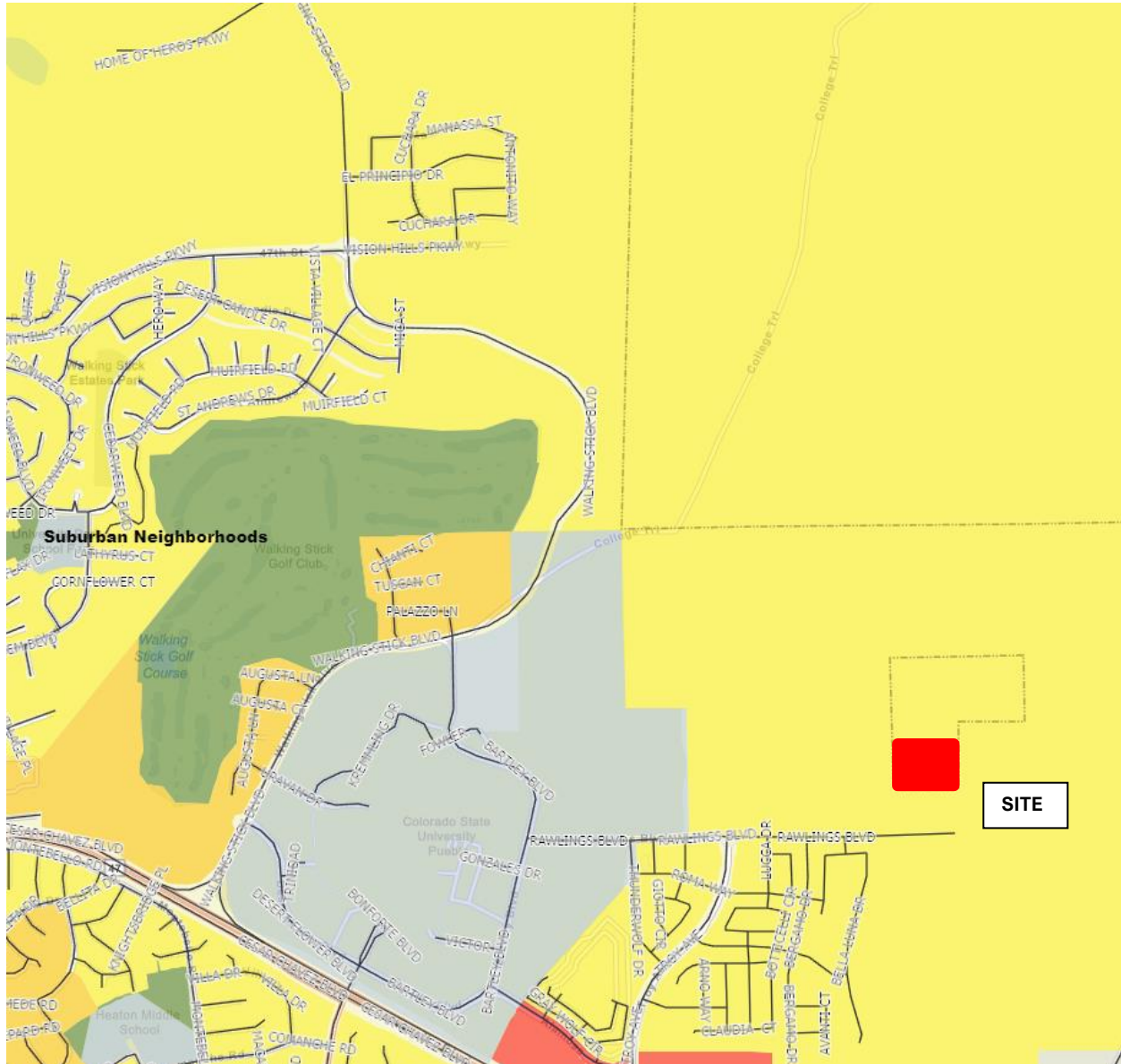
- a) *The present and proposed boundaries of the municipality in the vicinity of the proposed annexation; See annexation map included with submittal.*

- 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.*

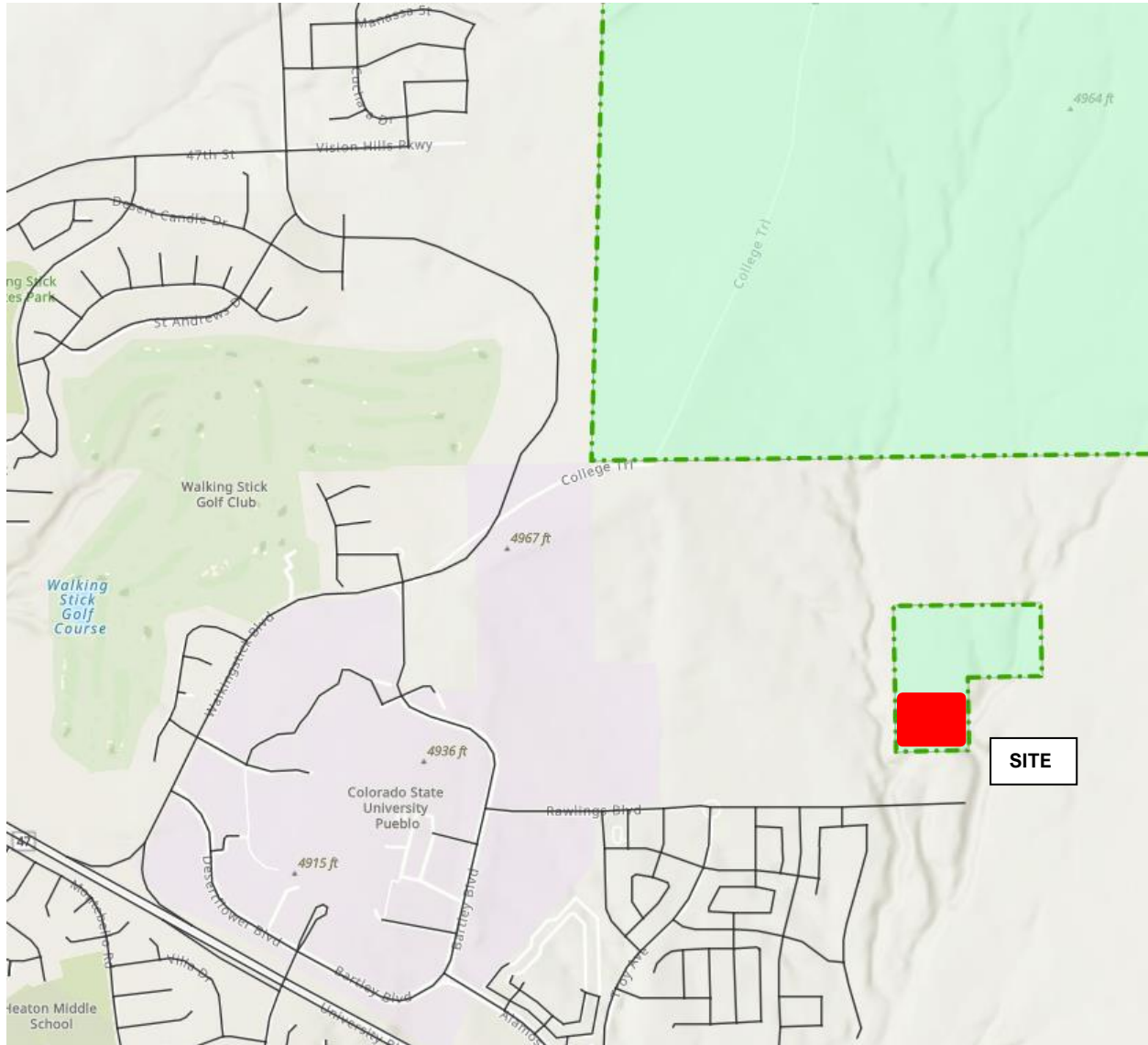
ZONING



FUTURE LAND USE



CITY OF PUEBLO BOUNDARY





Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 24, 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. 10922

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).

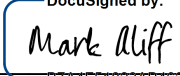
SECTION 8.

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 March 10, 2025.

Final adoption of Ordinance by City Council on March 24, 2025.

DocuSigned by:

B7A4F51823AB462...

President of City Council

Action by the Mayor:

☒ Approved on 3/25/2025 | 4:55 PM MDT.

☐ Disapproved on _____ based on the following objections:

Signed by:

3A85950B7BCA462...

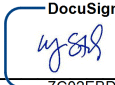
Mayor

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:

7C02EBDFFC3D43C...

City Clerk

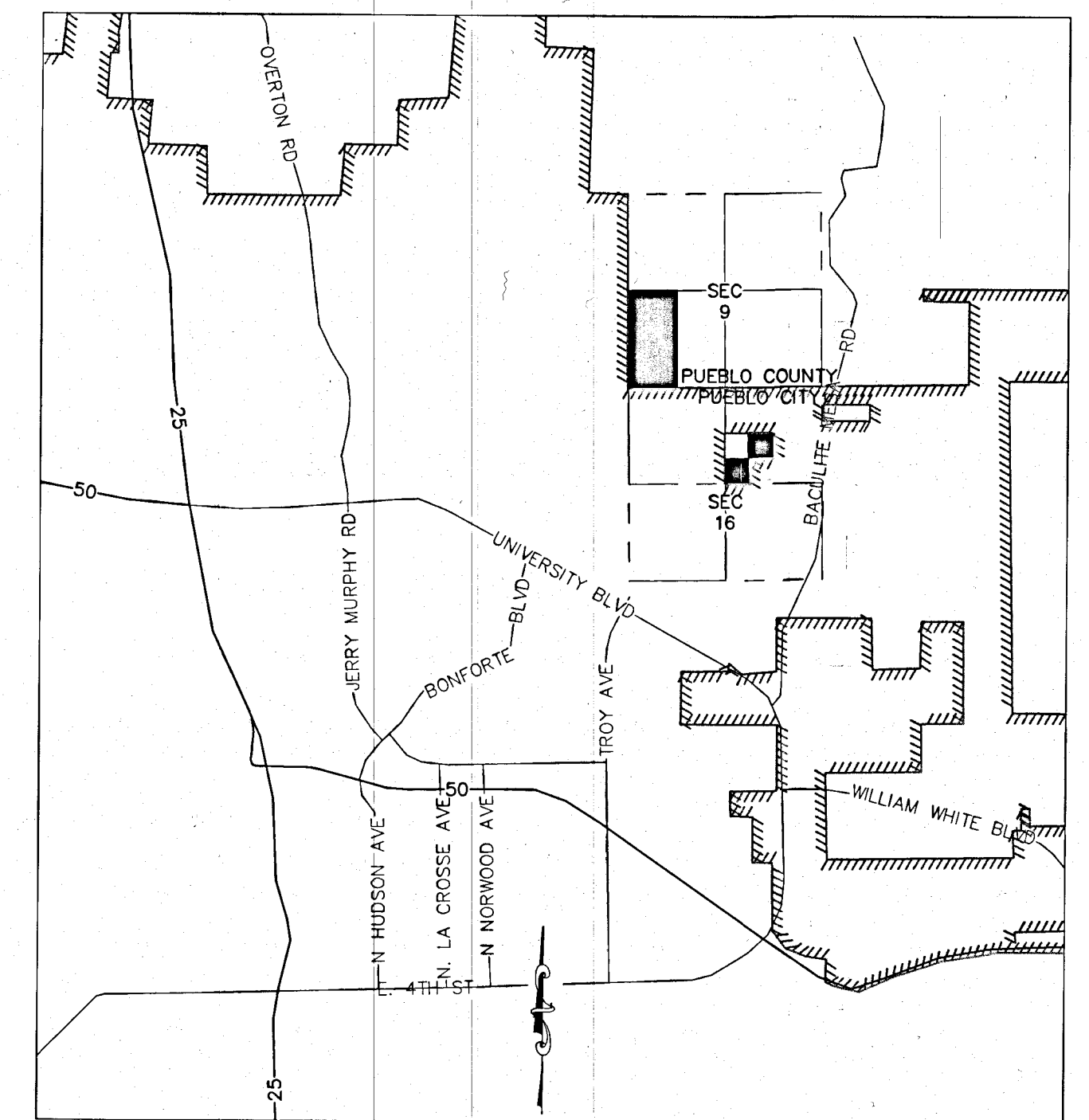
PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 9, T20S, R64W ,OF THE 6TH P.M.,
COUNTY OF PUEBLO, STATE OF COLORADO

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

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 1/4M PUEBLO COUNTY, COLORADO AND SECTIONS 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839

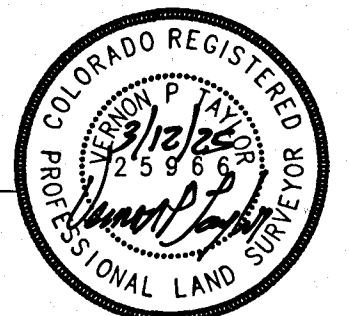
PARCEL A: ALL OF MANTAN PARK, INCLUDING VACATED ALLEYS AND STREETS, ACCORDING TO THE RECORDED PLAT THEREOF, FILED FOR RECORD MAP NO. 11, 1889 IN REC'D. NO. 32464; EXCEPT LOTS 41 TO 46, INCLUSIVE, IN BLOCK 7, TOGETHER WITH THAT PORTION OF 1/2 OF VACATED CATARACT AVENUE ADJOINING SAID LOTS AND WITH 1/2 OF VACATED HAWTHORNE STREET ADJOINING SAID LOTS 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 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.

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).



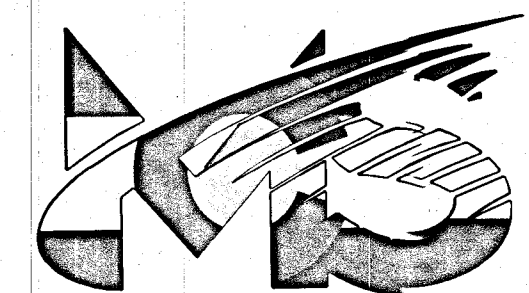
I VERNON P. TAYLOR, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT MORE THAN ONE-SIXTH (1/6) OF THE EXTERNAL BOUNDARY OF THE AREA PROPOSED TO BE ANNEXED TO THE CITY OF PUEBLO, COLORADO, IS CONTIGUOUS WITH THE BOUNDARIES OF THE ANNEXING MUNICIPALITY, AND THAT THIS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

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



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
ISSUED FOR MYLAR 03/12/25



212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

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.

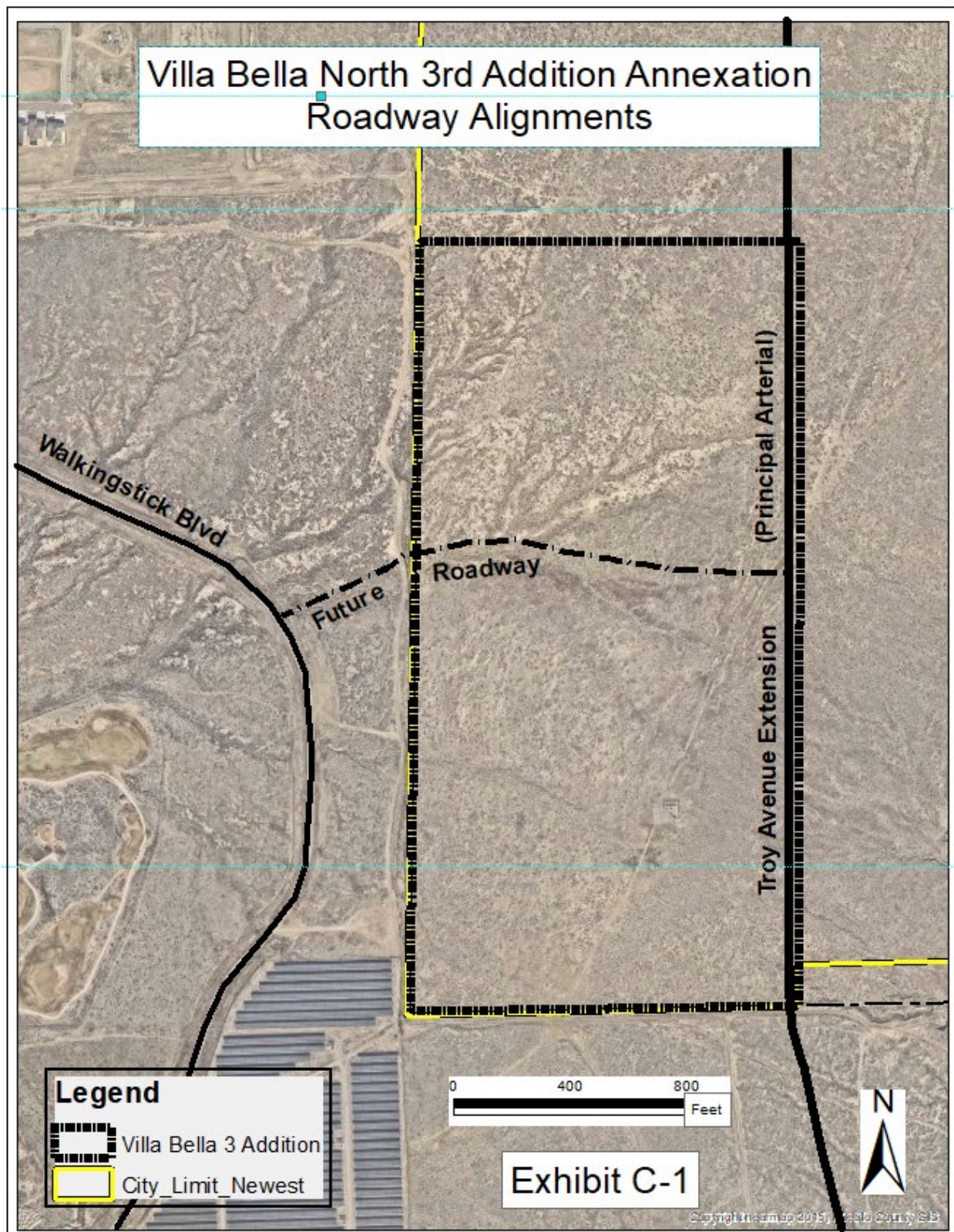
7. Public Safety Fee

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)

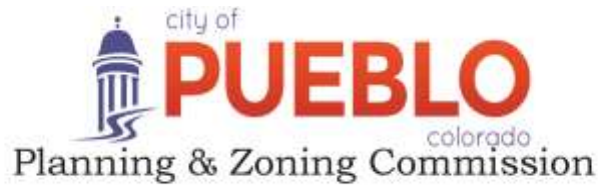
Commission Action: Bailey motioned to recommend the annexation application be forwarded to City Council for approval, seconded by Aznar.

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.

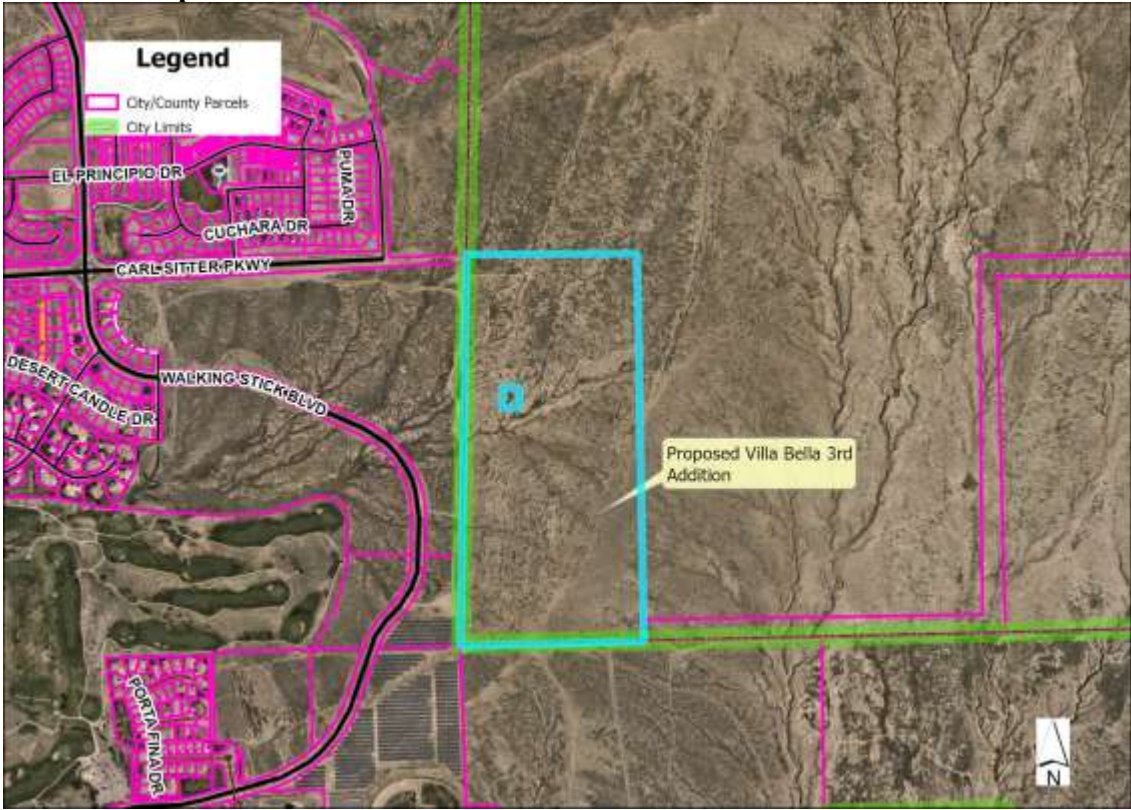
The petitioner will be required to comply with the City's Code of Ordinances for any subdivision of the property.

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

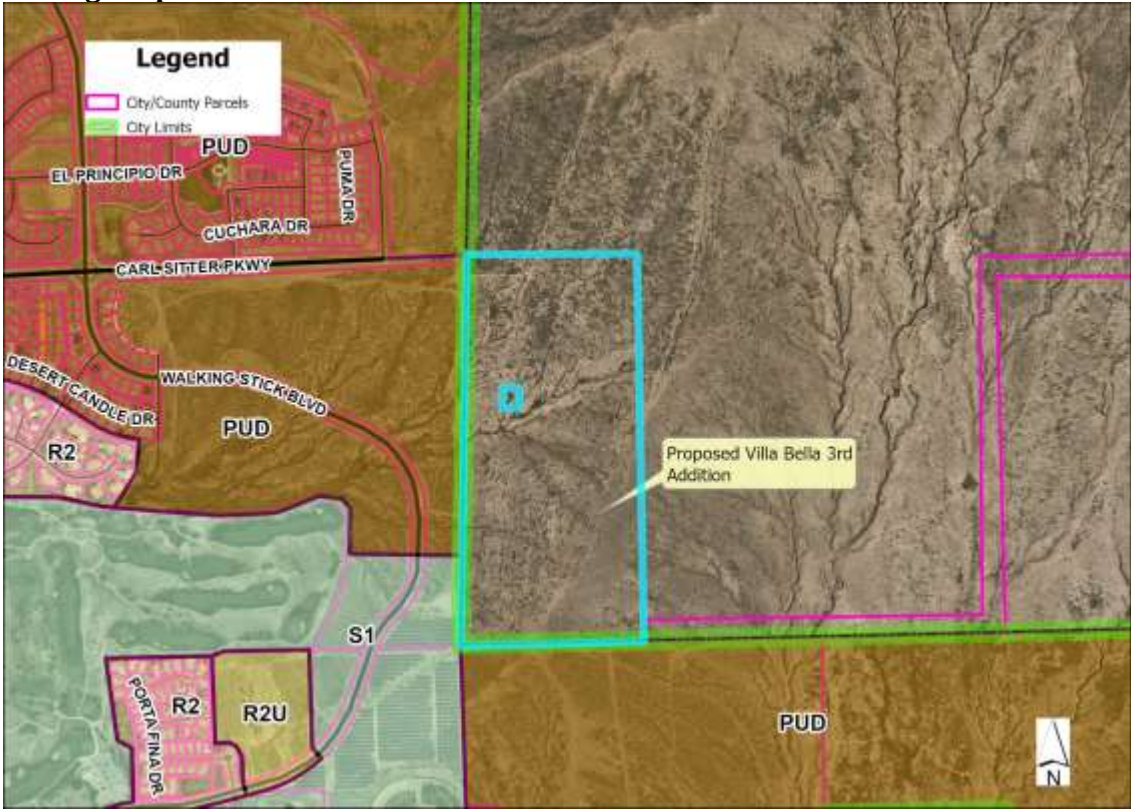
ATTACHMENTS

- 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)

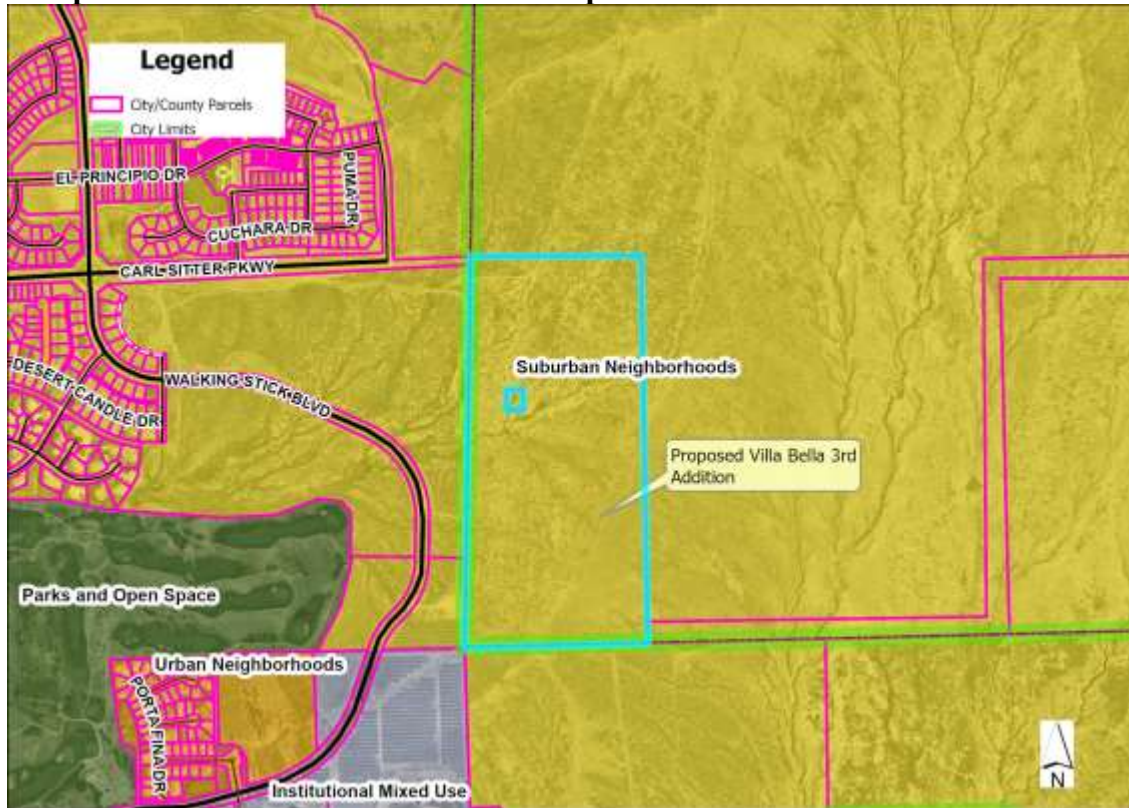
A. Location Map



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

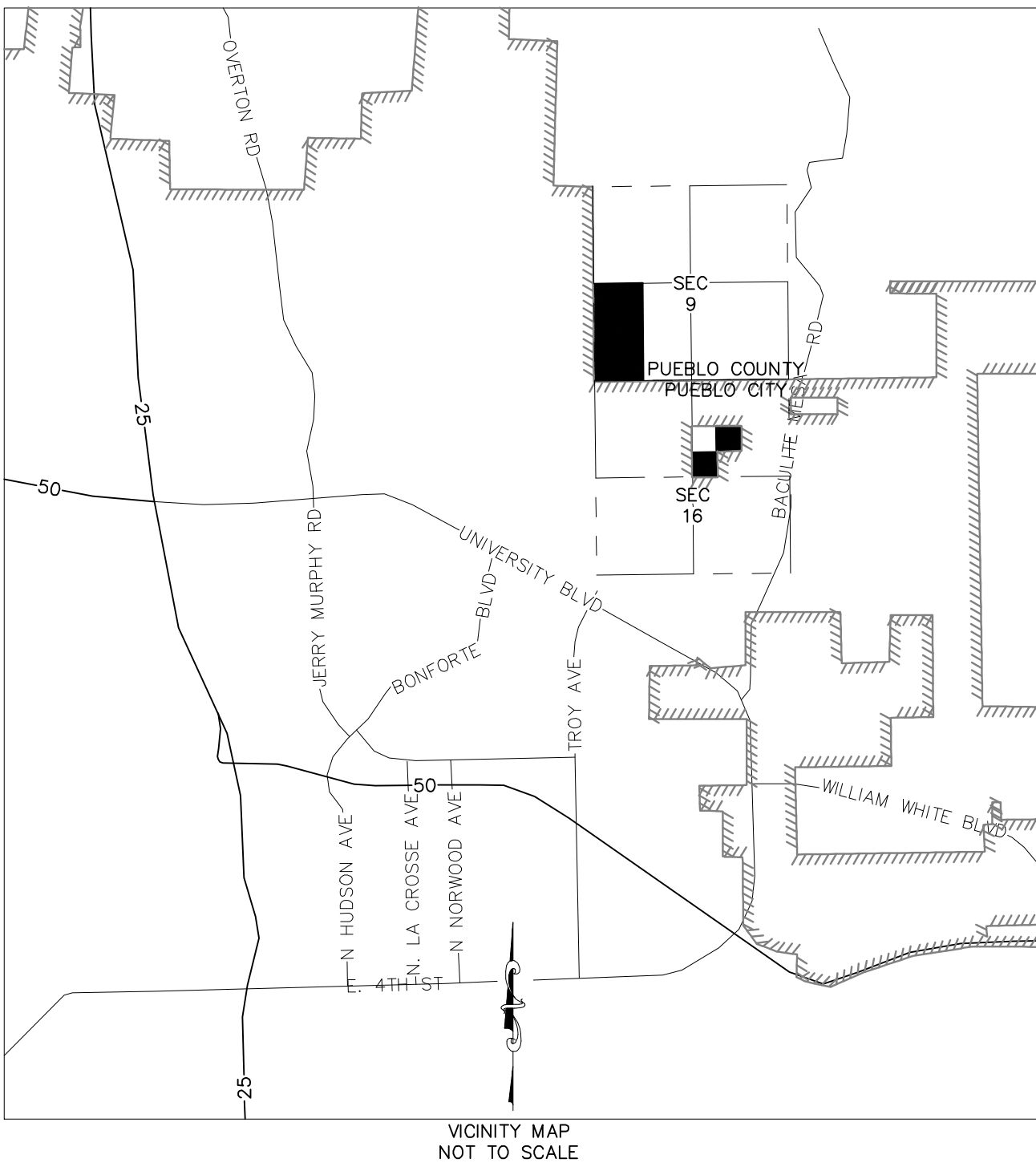
1. BASIS OF BEARINGS IS THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 8, SAID LINE IS MONUMENTED WITH A STONE IN CONCRETE WITH CROSS AT THE SECTION CORNER COMMON TO SECTIONS 8, 9, 16, AND 17 OF T20S R64W OF THE 6TH P.M. PUEBLO COUNTY, COLORADO AND WITH A 3.25" ALUMINUM CAP ON NO. 6 REBAR AT THE QUARTER 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.

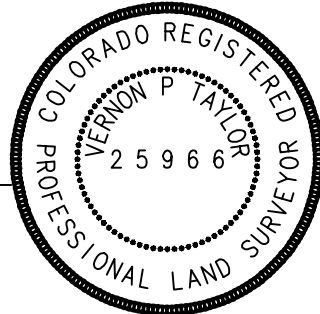
LEGEND

- 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

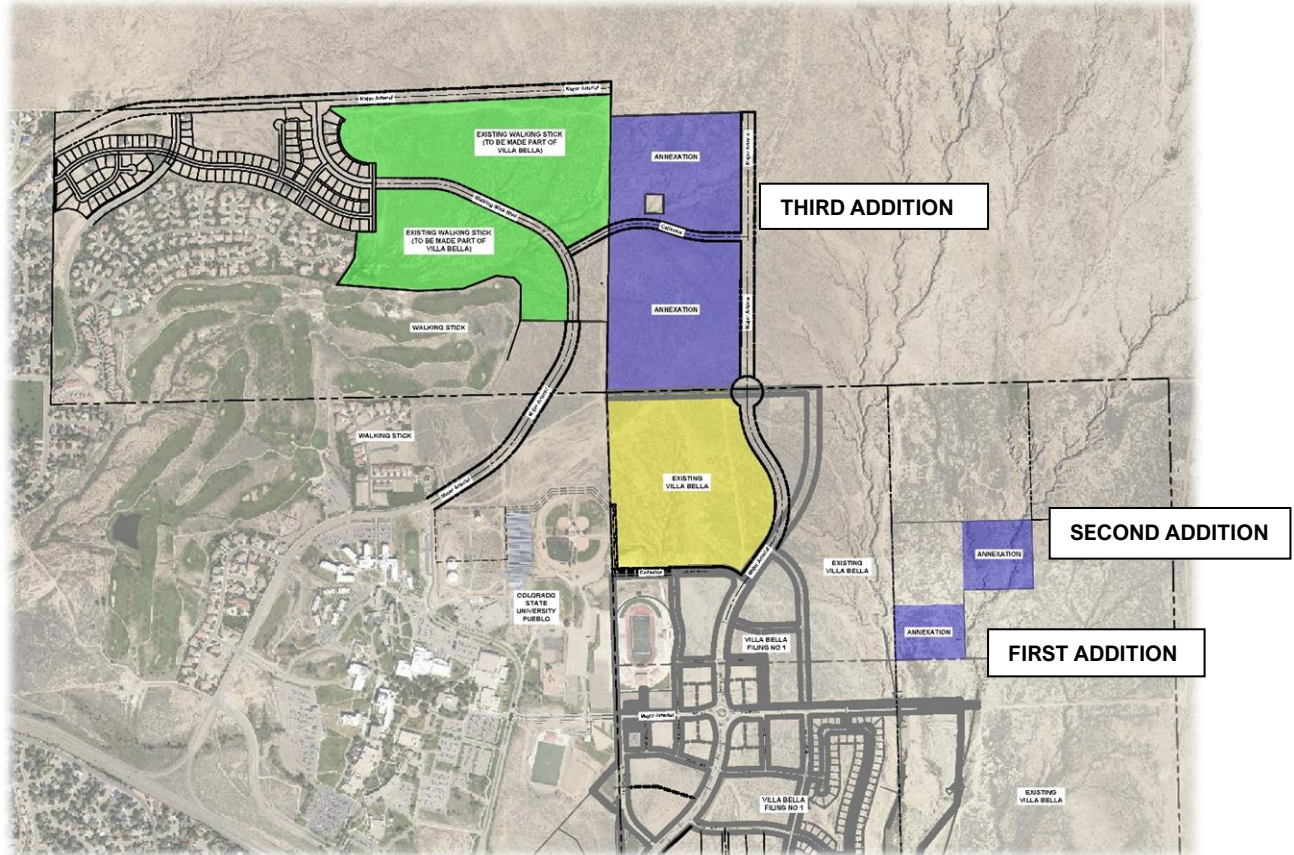


212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.953.5485

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

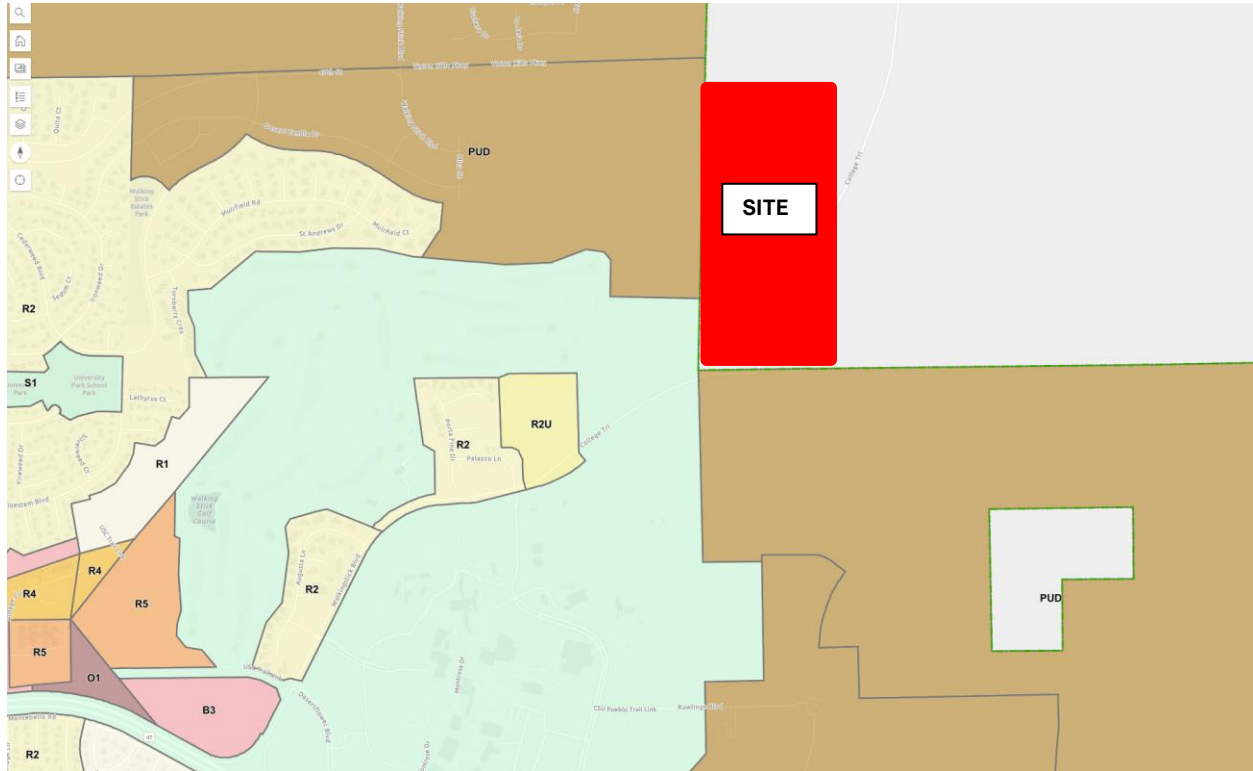
(CRS Title 31-12-108.5)

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:

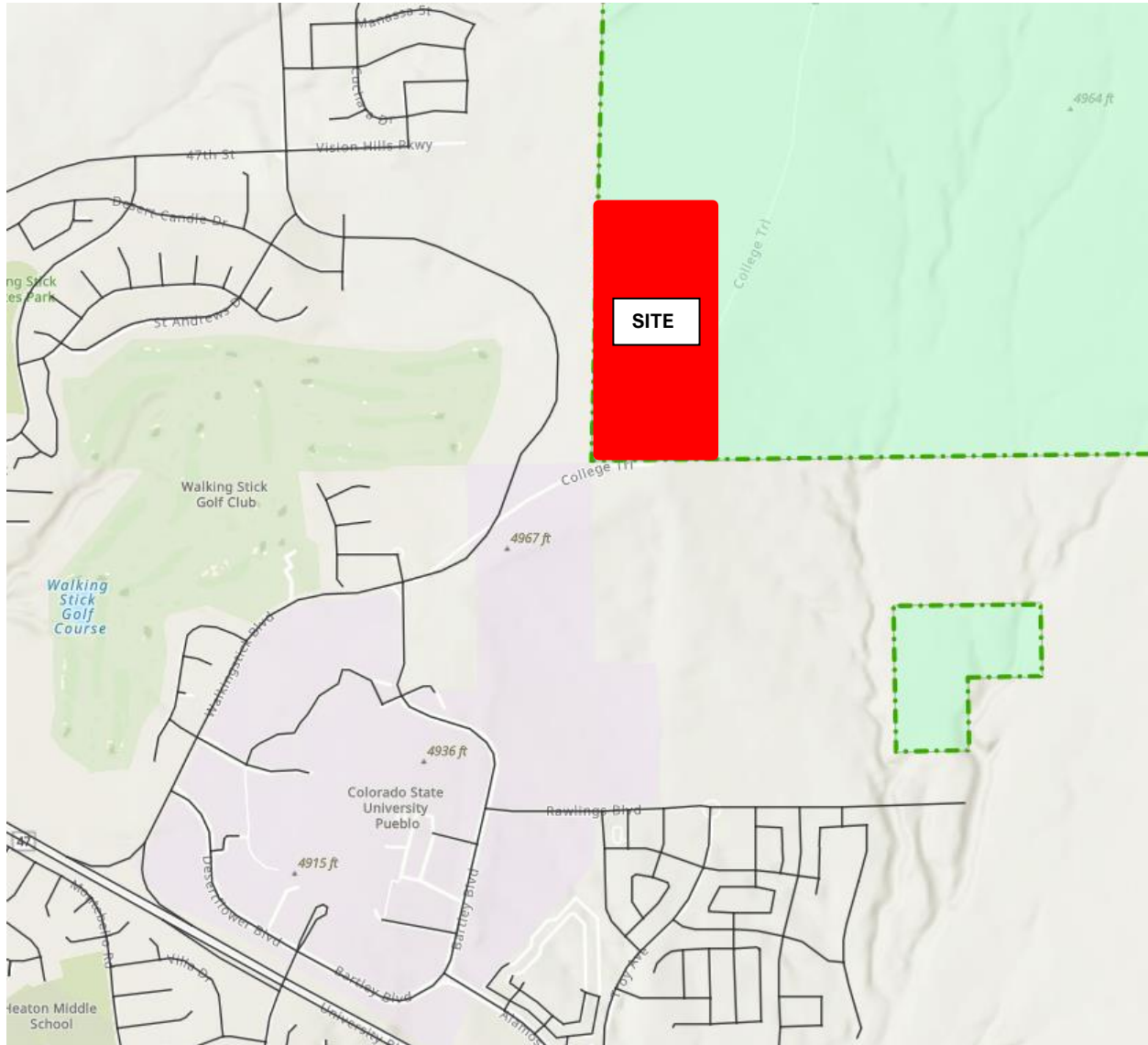
- a) *The present and proposed boundaries of the municipality in the vicinity of the proposed annexation; See annexation map included with submittal.*

- 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 24, 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:

1. Single-family detached, minimum 35-ft. lot width, and minimum 2,600 sq. ft. lot area
2. 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.
3. Two-family, duplex, minimum 50-ft. lot width, and minimum 3,500 sq. ft. lot area
4. 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
5. 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. 10923

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:

6. 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;
7. 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.

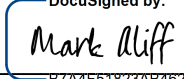
SECTION 3.

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 March 10, 2025.

Final adoption of Ordinance by City Council on March 24, 2025.

DocuSigned by:

B7A4F51823AB462...

President of City Council

Action by the Mayor:

☒ Approved on 3/26/2025 | 9:47 AM MDT.

☐ Disapproved on _____ based on the following objections:

Signed by:

3A65950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk

DocuSigned by:



7C02EBDFFC3D43C...

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.

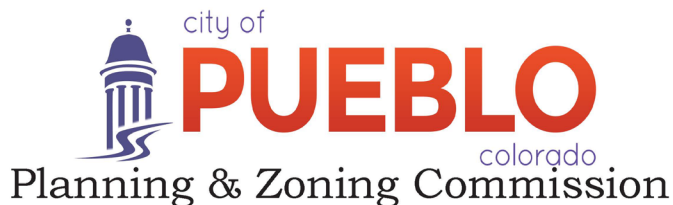
Commission Action: Bailey moved to recommend the (type of) application with staff conditions 1-5 to Council, seconded by Maestri.

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:

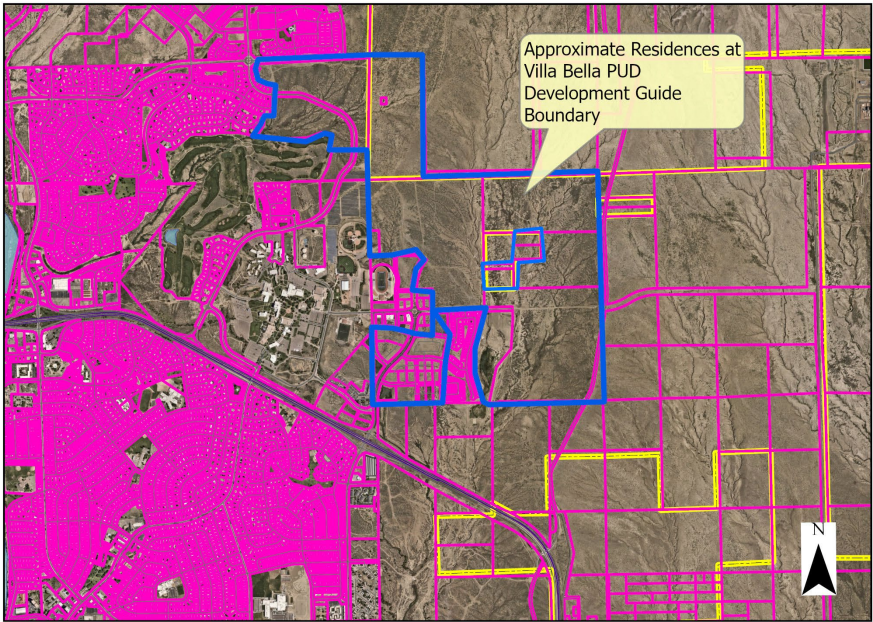
Staff recommends the Planning and Zoning Commission make a recommendation to City Council that the zoning map amendment be **APPROVED** with the following conditions:

1. Remove provisions for stormwater management facilities in the Neighborhood Park, "Section 2. NEIGHBORHOOD PARK," (p.15).

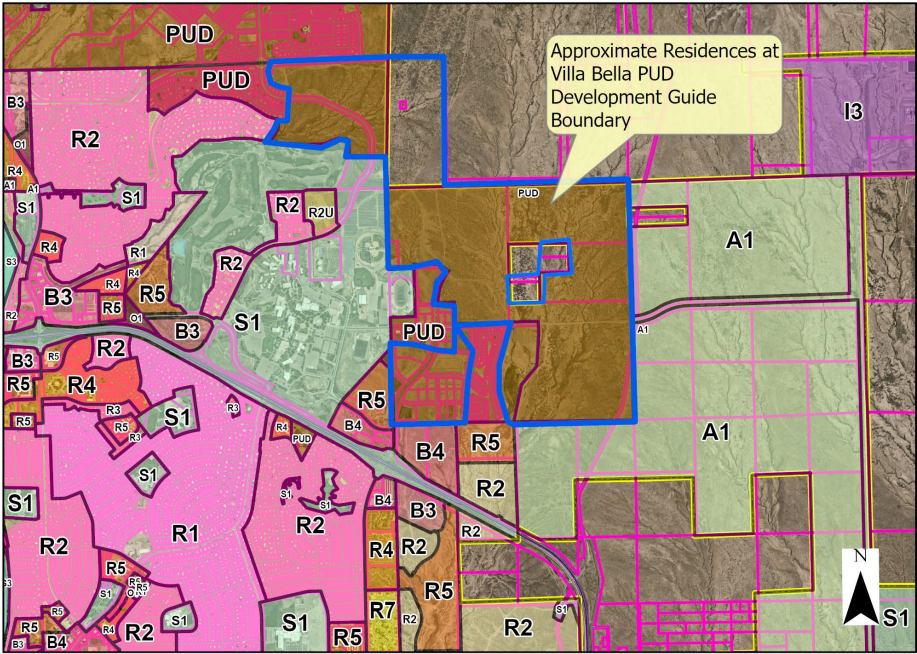
2. Amend footnote number four to allow greater density through a PUD Site Plan review rather than a Special Use Permit, (p.18)
3. Staff recommends that the development guide include language stating that signs for educational, community, and religious developments will be reviewed and approved through 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:

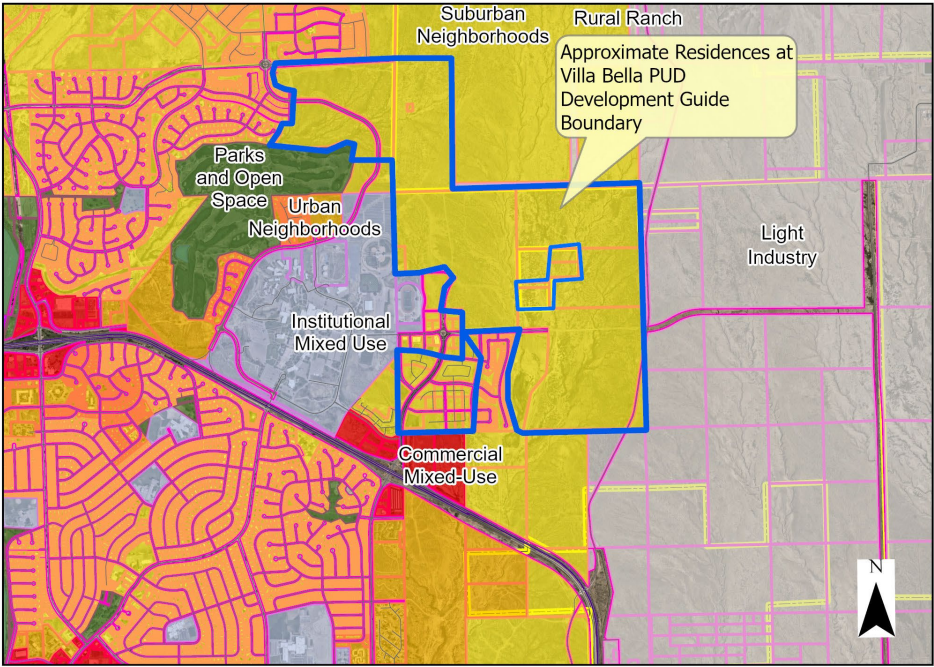
- A. Aerial Map**
- B. Zoning Map**
- C. Comprehensive Plan Map**
- D. Site Photograph**
- E. Application**
- F. Development Guide and Exhibits**
- G. Andrew Hayes, Public Works Director, Comments, December 27, 2024**



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			

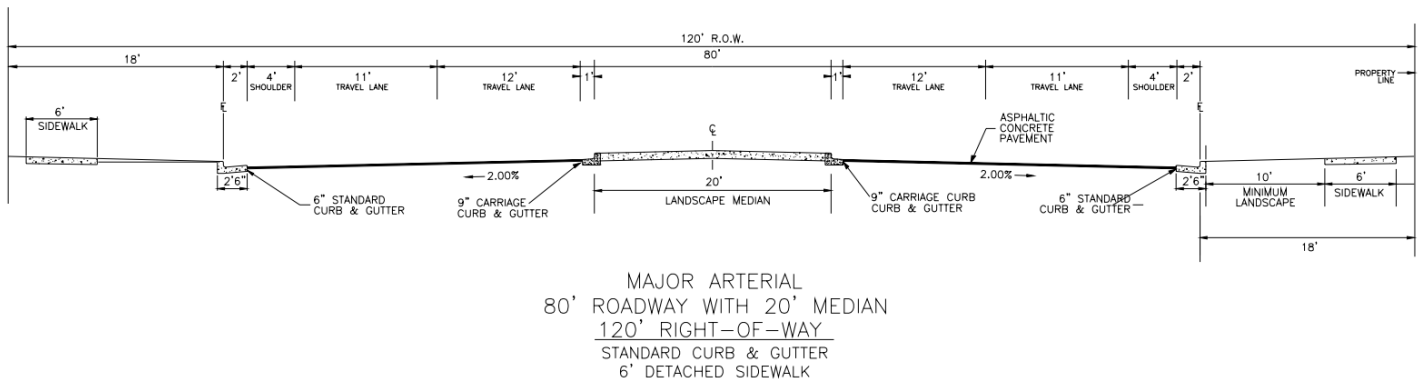
Major electric power, oil and natural gas, water, and wastewater facilities (Per Municipal Code)		UN, SN	
Minor utility services not otherwise specifically listed (Per Municipal Code)		UN, SN	
TELECOMMUNICATIONS FACILITIES (LOCATED OUTSIDE PUBLIC ROW)			
CMRS Facility – Freestanding		UN, SN	
CMRS Facility – Building, Roof, Wall Mounted		UN, SN	
CMRS Facility – Pole Mounted		UN, SN	
Telephone exchanges and buildings for telephone equipment		UN, SN	

SN = SUBURBAN NEIGHBORHOOD

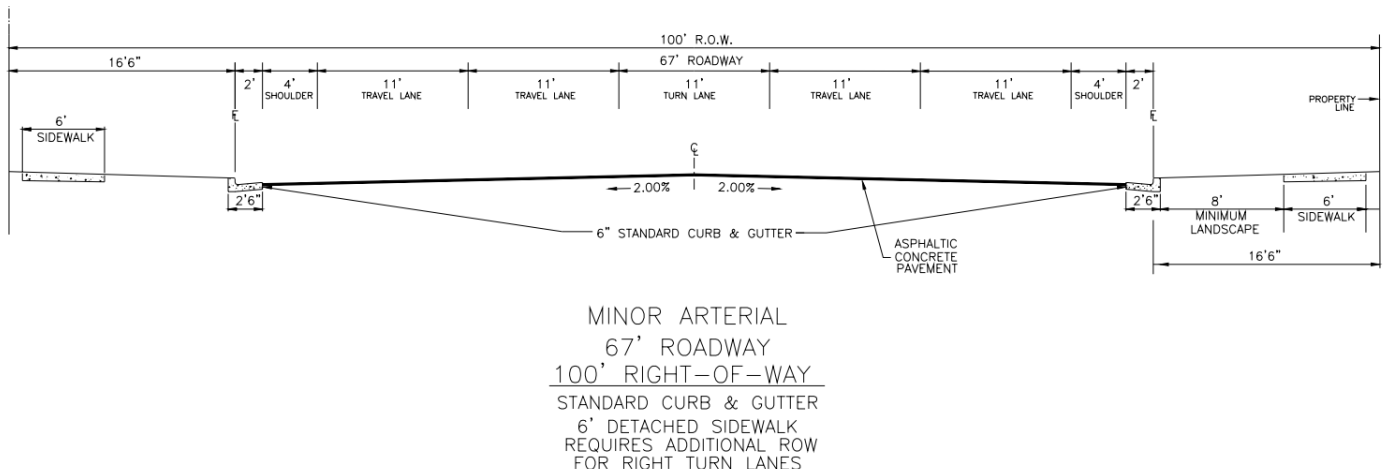
UN = URBAN NEIGHBORHOOD

5. ROADWAY STANDARDS

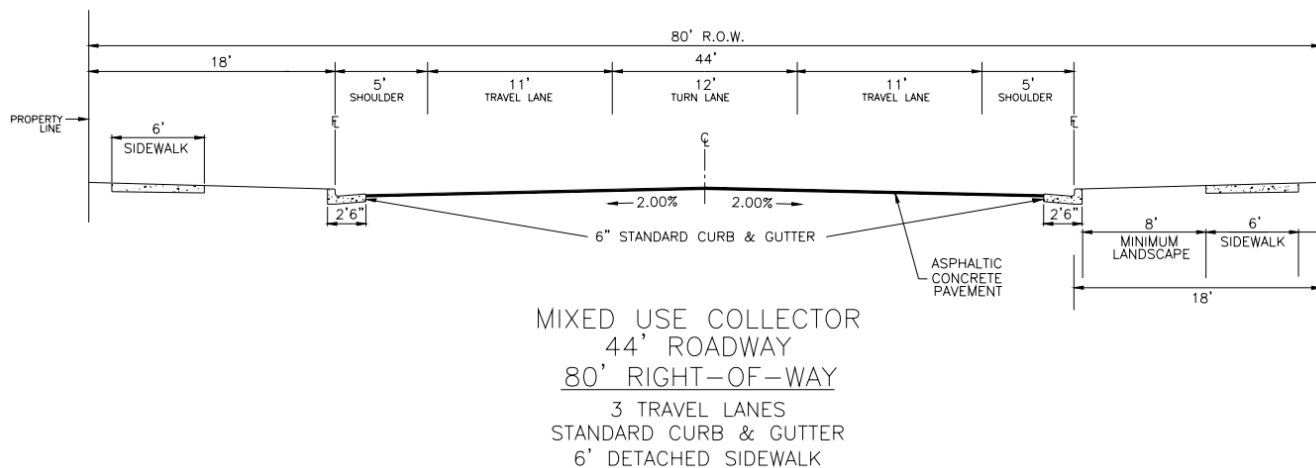
Roadway Classification	Major Arterial
Cross Section Type	Major Arterial
Street Names	Troy Ave
Circulation Plan Segment Numbers	1
Right-of-Way Width	120 ft.
Roadway Width flow line to flow line	80 ft.
Median Width	20 ft.
Median Type	Raised median only, in accordance with standard construction specifications 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



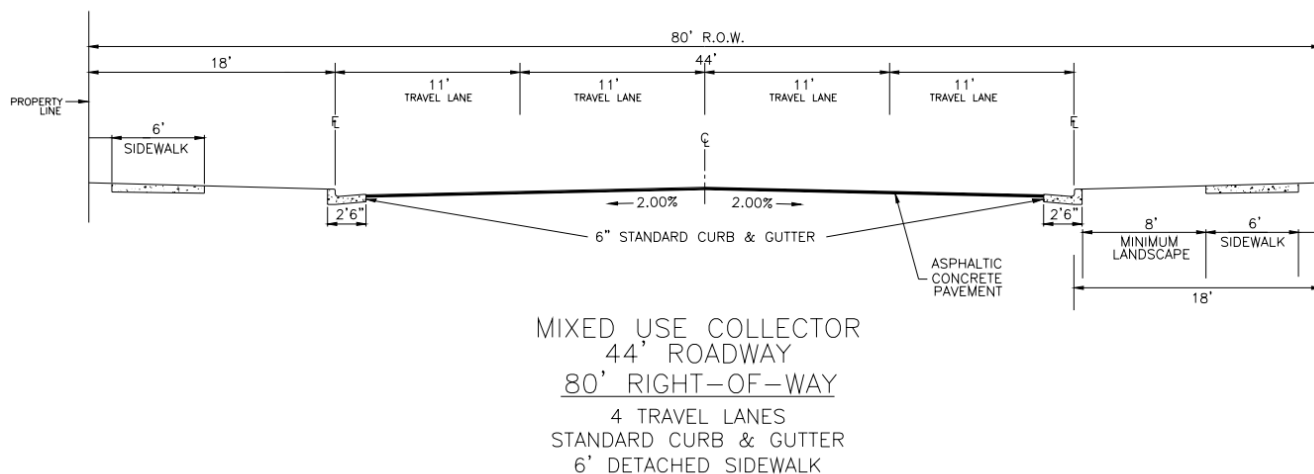
Roadway Classification	Minor Arterial #1
Cross Section Type	Minor Arterial #1
Street Names	Rawlings Boulevard, Walking Stick Boulevard, Vision Hills Parkway
Circulation Plan Segment Numbers	2
Right-of-Way Width	100 ft.
Roadway Width flow line to flow line	67 ft. or 74 ft. with landscaped median
Median 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



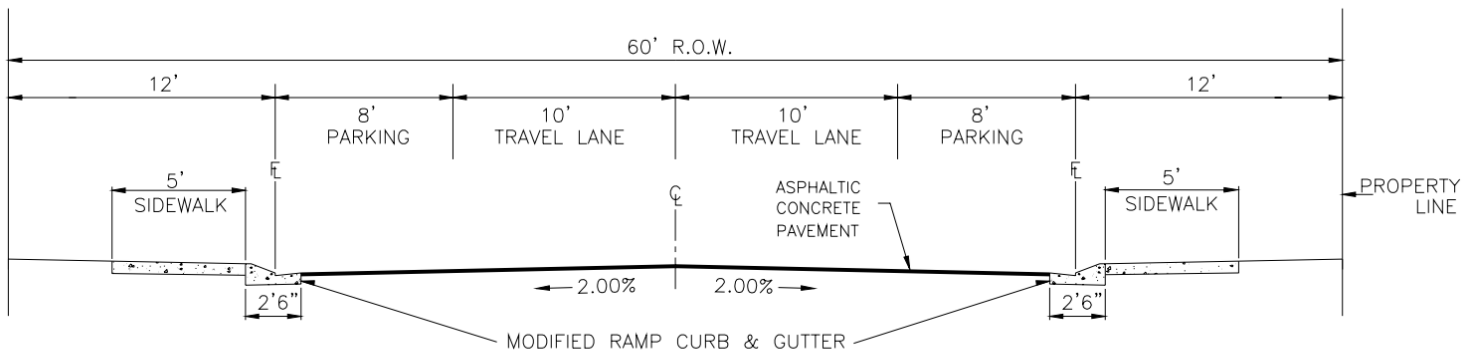
Roadway Classification	Mixed Use Collector #1
Cross Section Type	Mixed Use Collector #1
Street Names	Villa Bella Blvd
Circulation Plan Segment Numbers	5, 6, 10
Right-of-Way Width	80 ft.
Roadway Width flow line to flow line	44 ft.
Median Width	None, Center turn lane
Median Type	N/A
Number of Travel Lanes	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



36' ROADWAY – LOCAL
60' RIGHT-OF-WAY

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.

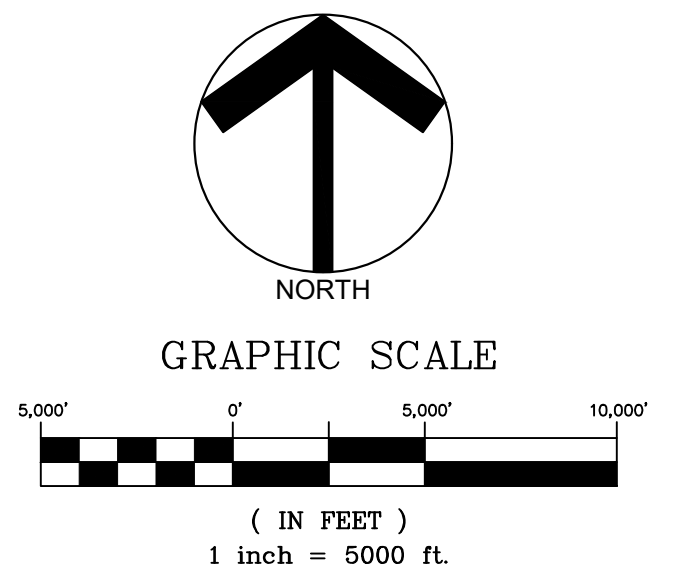
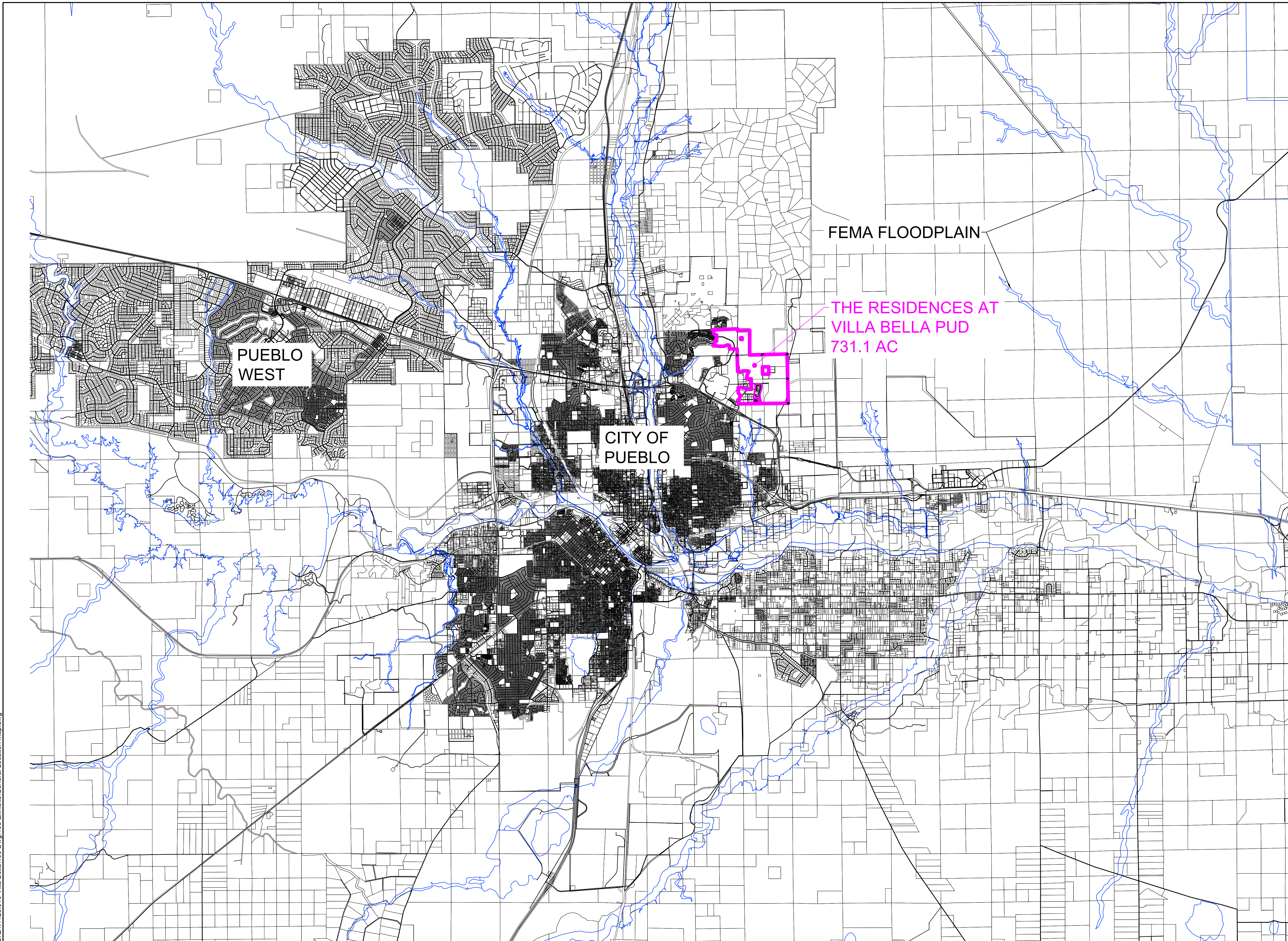
SAID PARCEL 3 CONTAINS A CALCULATED AREA OF 1,047,063 SQUARE FEET (24.037 ACRES, MORE OR LESS).

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.



THE RESIDENCES AT VILLA BELLA

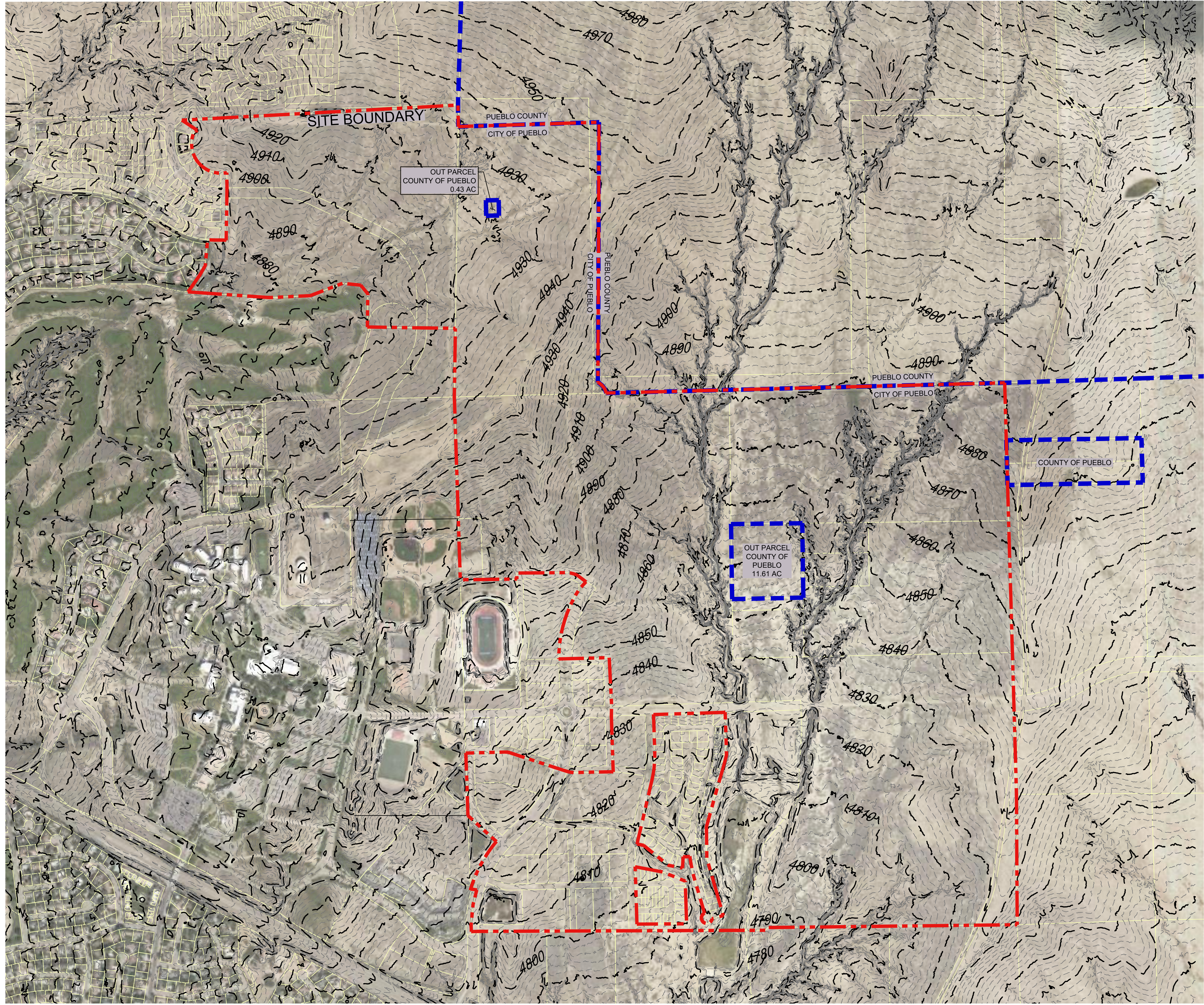
Matrix
Excellence by Design
707 17th Street, Suite 3150
Denver, CO 80202
Contact:
Phone: (303) 572-0200

GENERAL LOCATION MAP

December 16, 2024

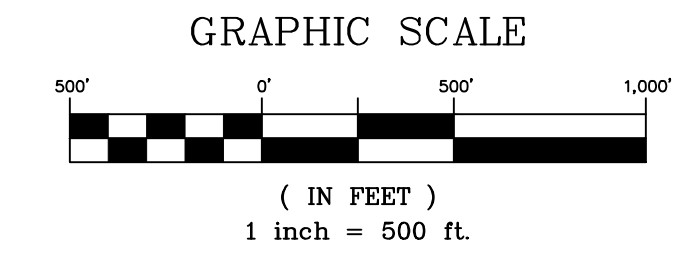
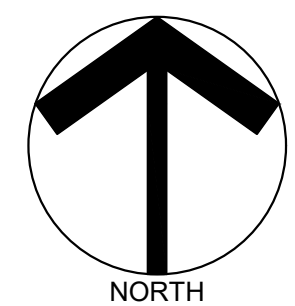
THE RESIDENCES AT

Villa Bella



LEGEND

- PUEBLO CITY LIMITS
- SITE BOUNDARY



THE RESIDENCES AT VILLA BELLA

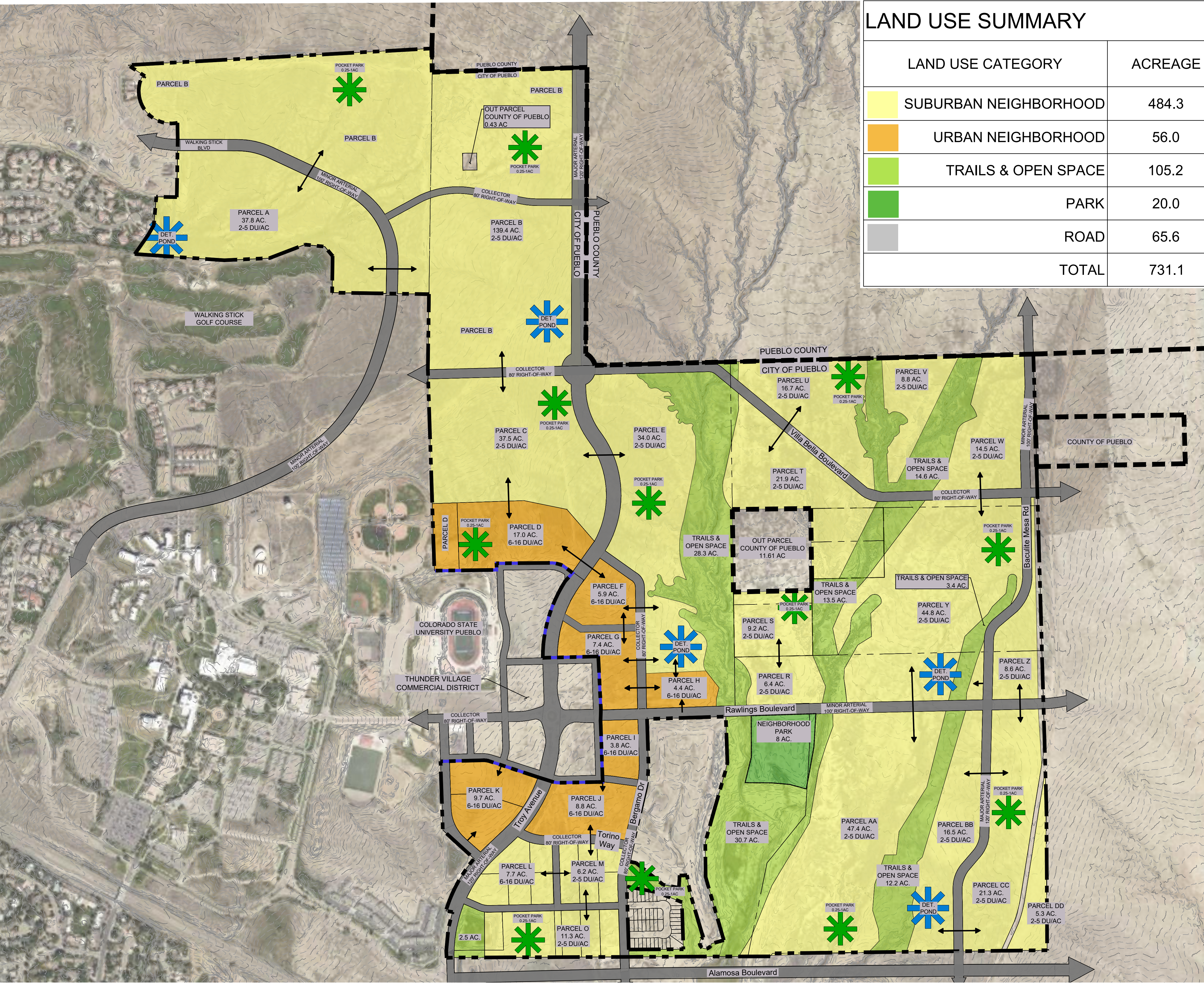
Matrix
Excellence by Design

707 17th Street, Suite 3150
Denver, CO 80202
Contact:
Phone: (303) 572-0200

TOPOGRAPHY MAP

January 06, 2025

S:\21.11250.10 Villa Bella\100 Dwg\105 Exhibits\Land Use Map.dwg



LAND USE SUMMARY

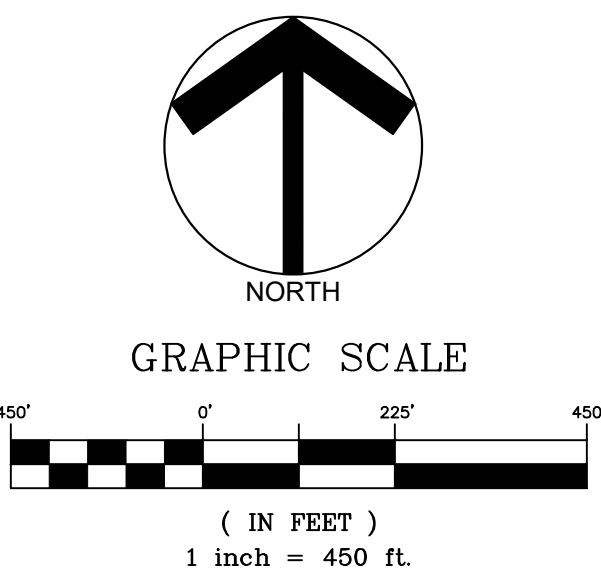
LAND USE CATEGORY	ACREAGE	ACREAGE %	MAX. DU/AC	MAX. UNITS
SUBURBAN NEIGHBORHOOD	484.3	66.2%	5	2645
URBAN NEIGHBORHOOD	56.0	7.7%	16	900
TRAILS & OPEN SPACE	105.2	14.4%	N/A	N/A
PARK	20.0	2.7%	N/A	N/A
ROAD	65.6	9.0%	N/A	N/A
TOTAL	731.1	100%		3,545

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



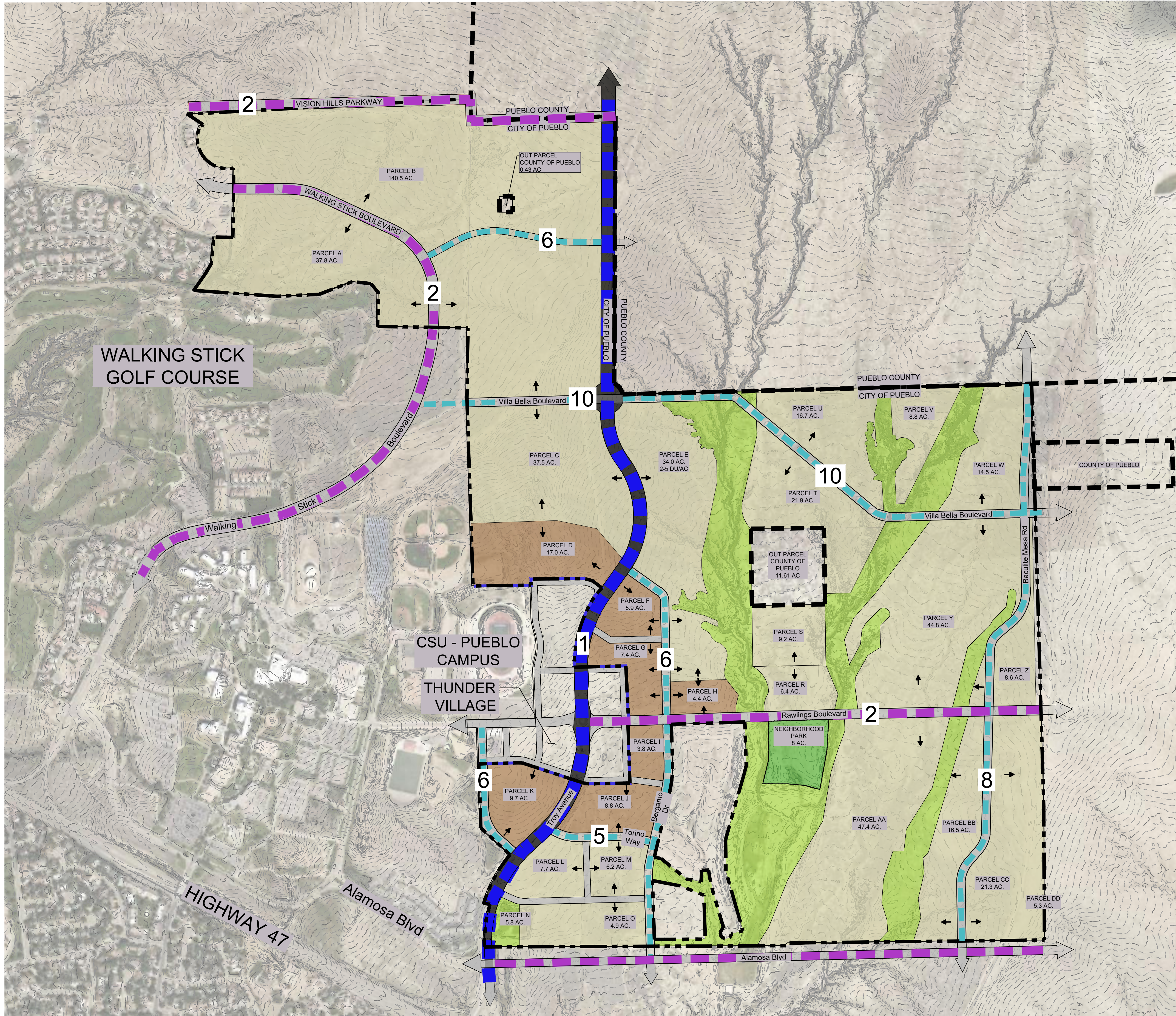
THE RESIDENCES AT VILLA BELLA

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

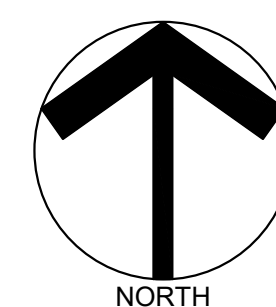


ROADWAY SUMMARY TABLE

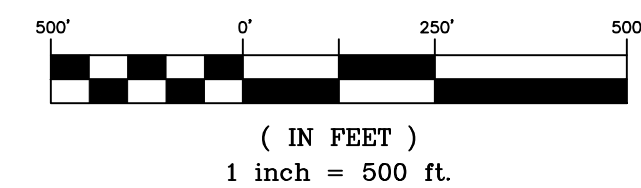
ROAD USE CATEGORY	SEGMENT NUMBER	RIGHT OF WAY WIDTH
MAJOR ARTERIAL	1	120 FT
MINOR ARTERIAL #1	2	100 FT
MIXED USE COLLECTOR #1	5 ,6,10	80 FT
MIXED USE COLLECTOR #2	8	80 FT

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)



GRAPHIC SCALE



THE RESIDENCES AT VILLA BELLA

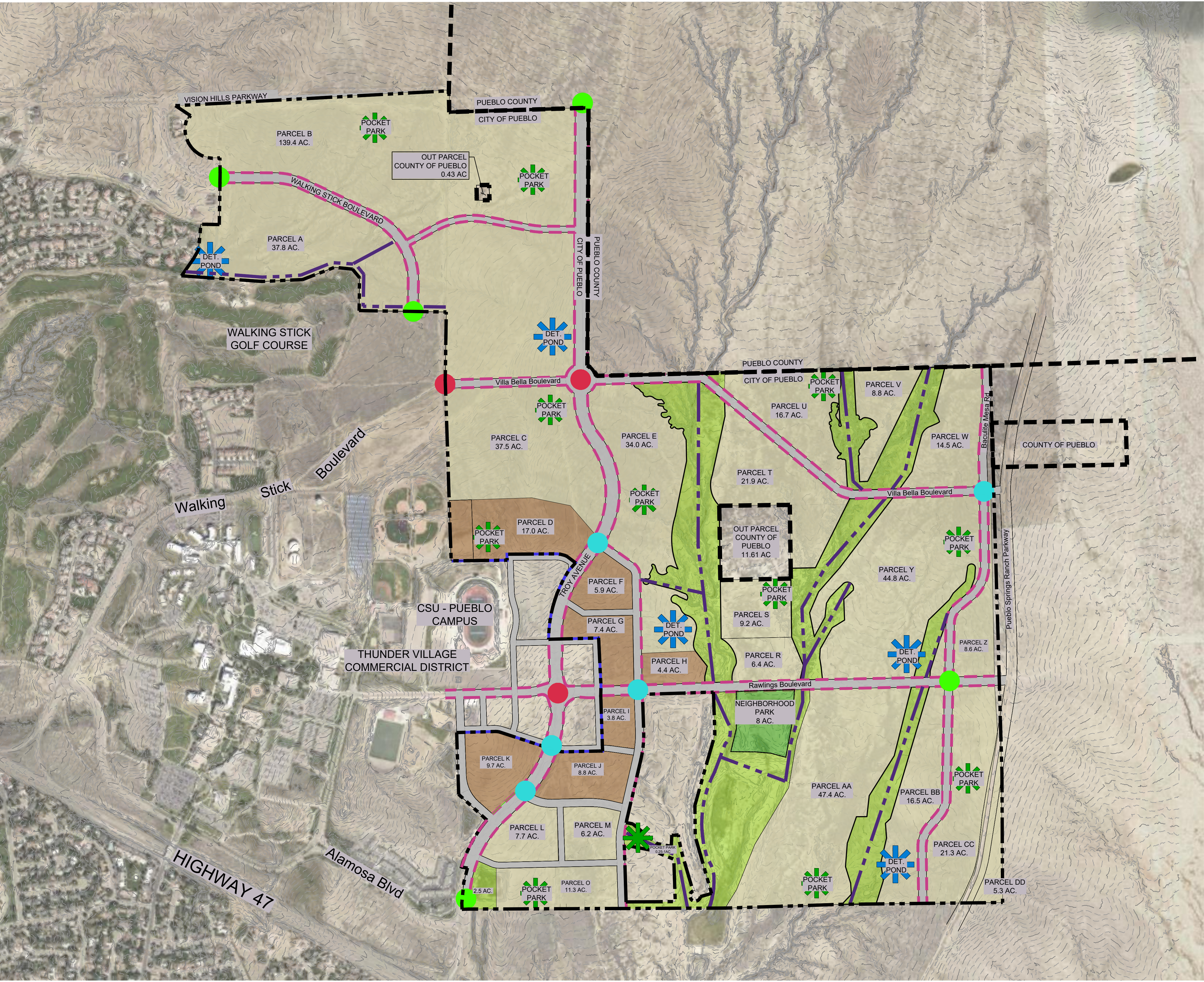
Matrix
Excellence by Design
707 17th Street, Suite 3150
Denver, CO 80202
Contact:
Phone: (303) 572-0200

CIRCULATION PLAN

January 06, 2025

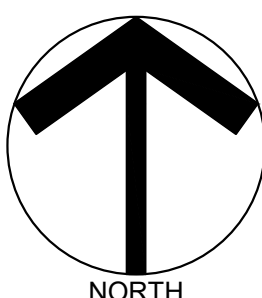
THE RESIDENCES AT

Villa Bella

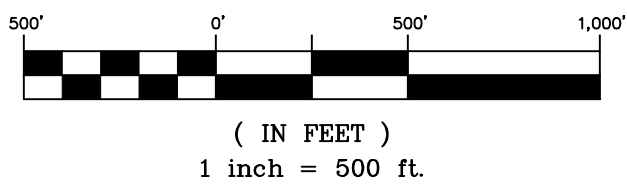


LEGEND

- 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

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

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

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

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 24, 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. 10924

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 March 10, 2025.

Final adoption of Ordinance by City Council on March 24, 2025.

DocuSigned by:

B7A4E51823AB462...

President of City Council

Action by the Mayor:

☒ Approved on 3/25/2025 | 12:34 PM MDT.

☐ Disapproved on _____ based on the following objections:

Signed by: 
3A85950B7BCA462...

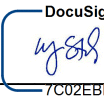
Mayor

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: 
7C02EBDFFC3D43C...

City Clerk

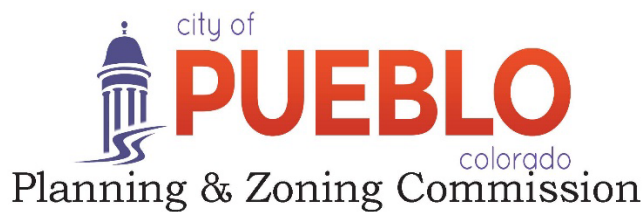


SCALE	AS SHOWN
DRAWING NO.	2024-0515-SC-205
SHEET NO.	PARKING

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.

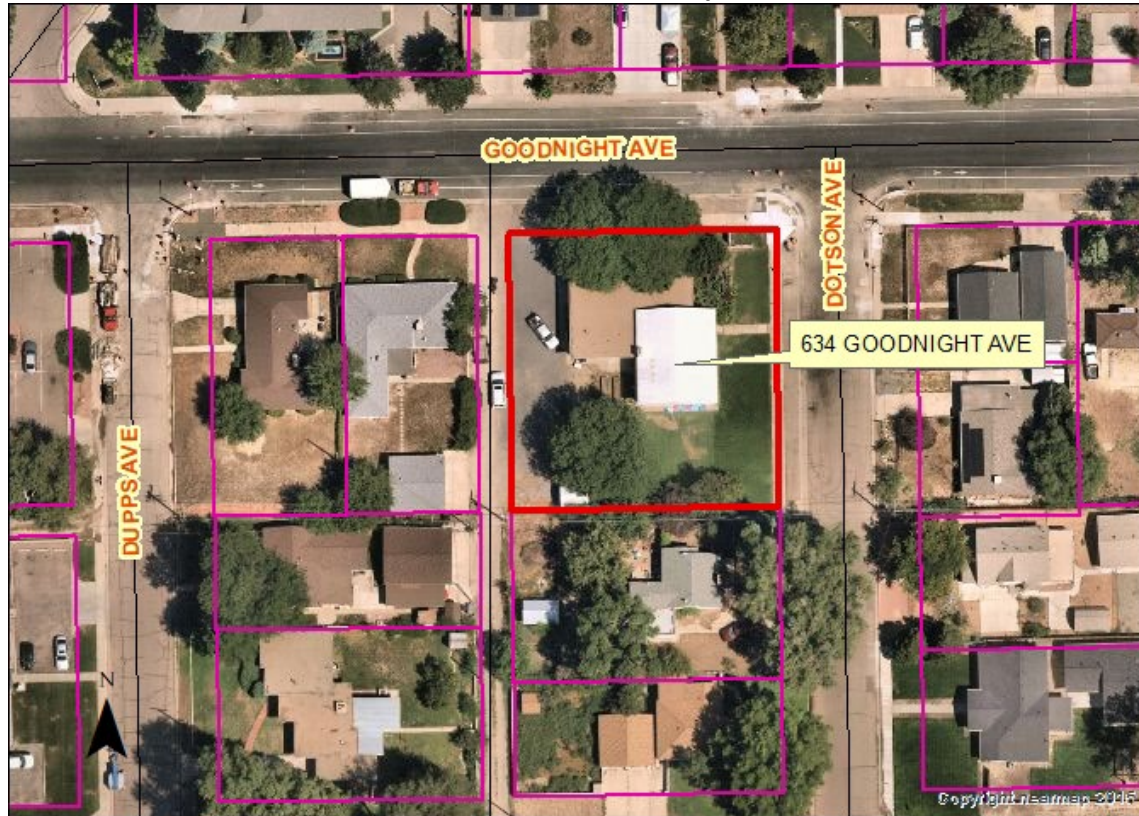
RECOMMENDED ACTION:

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

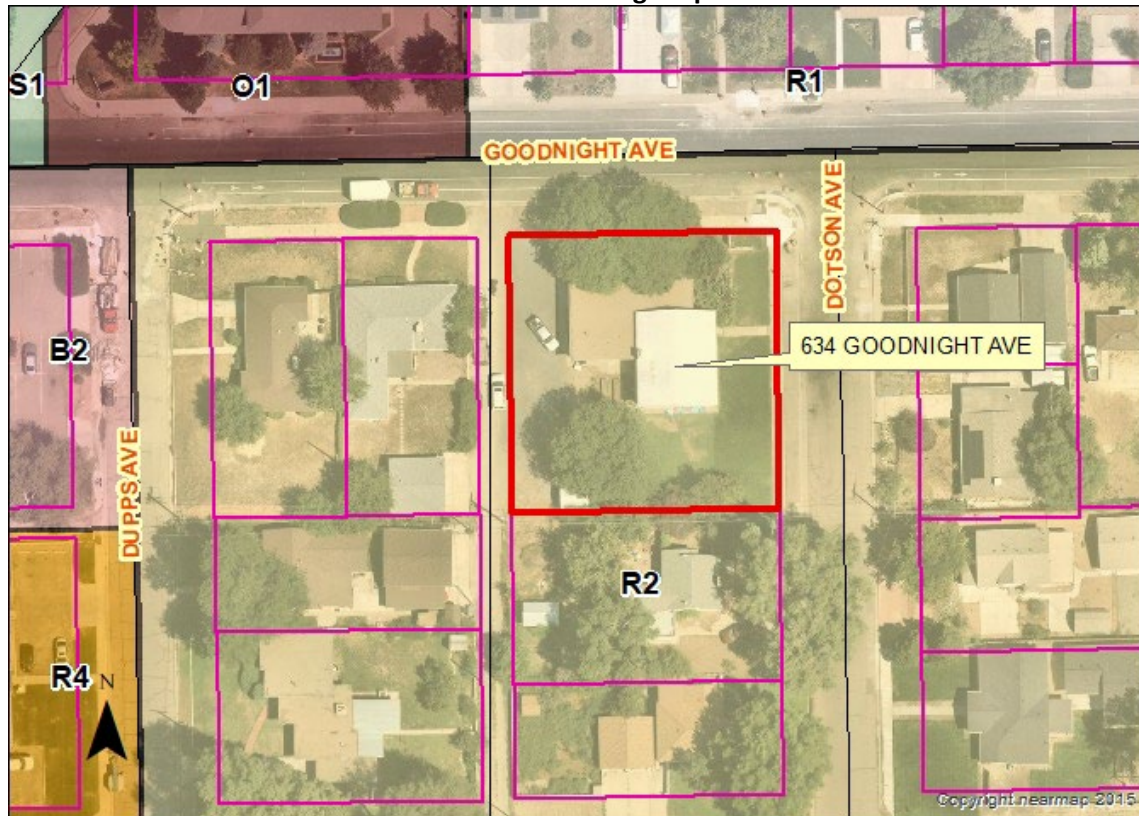
ATTACHMENTS:

- 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

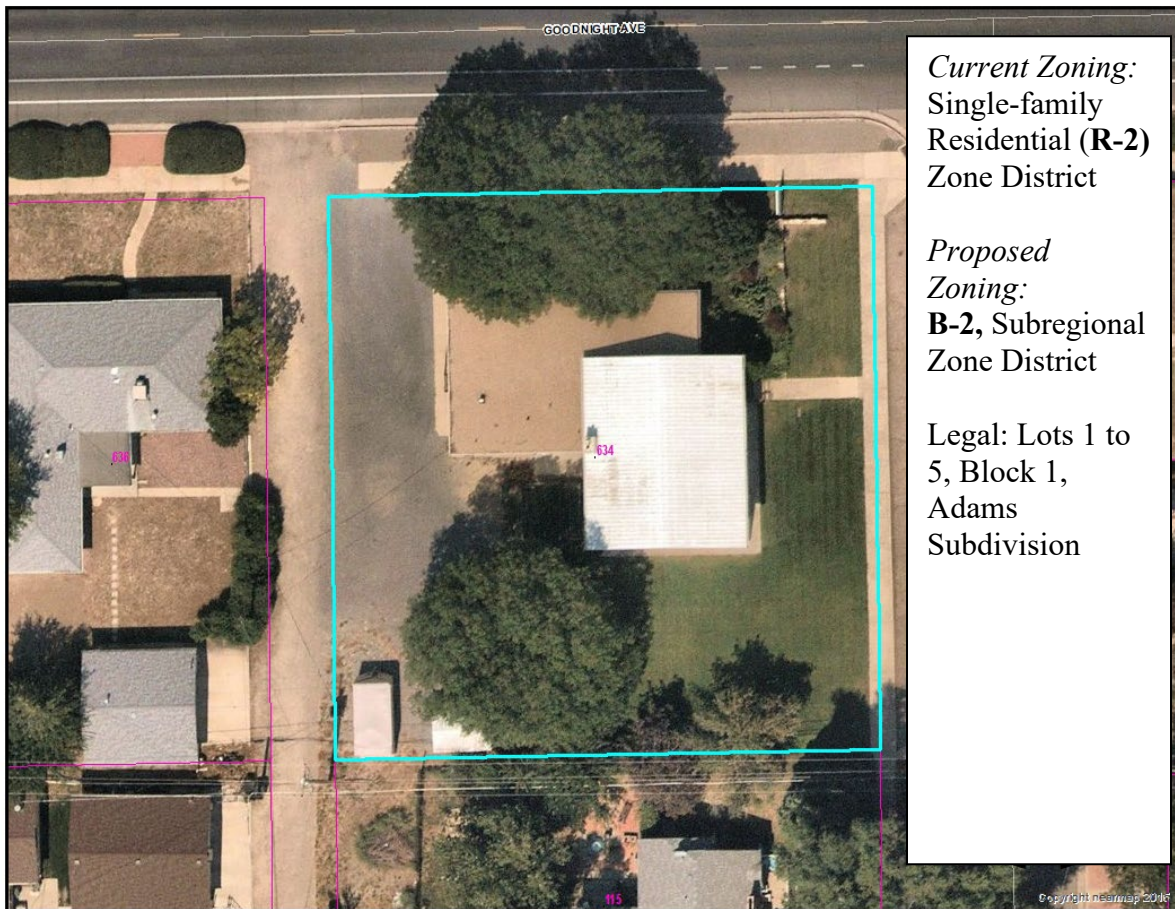


D. Site Photographs





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



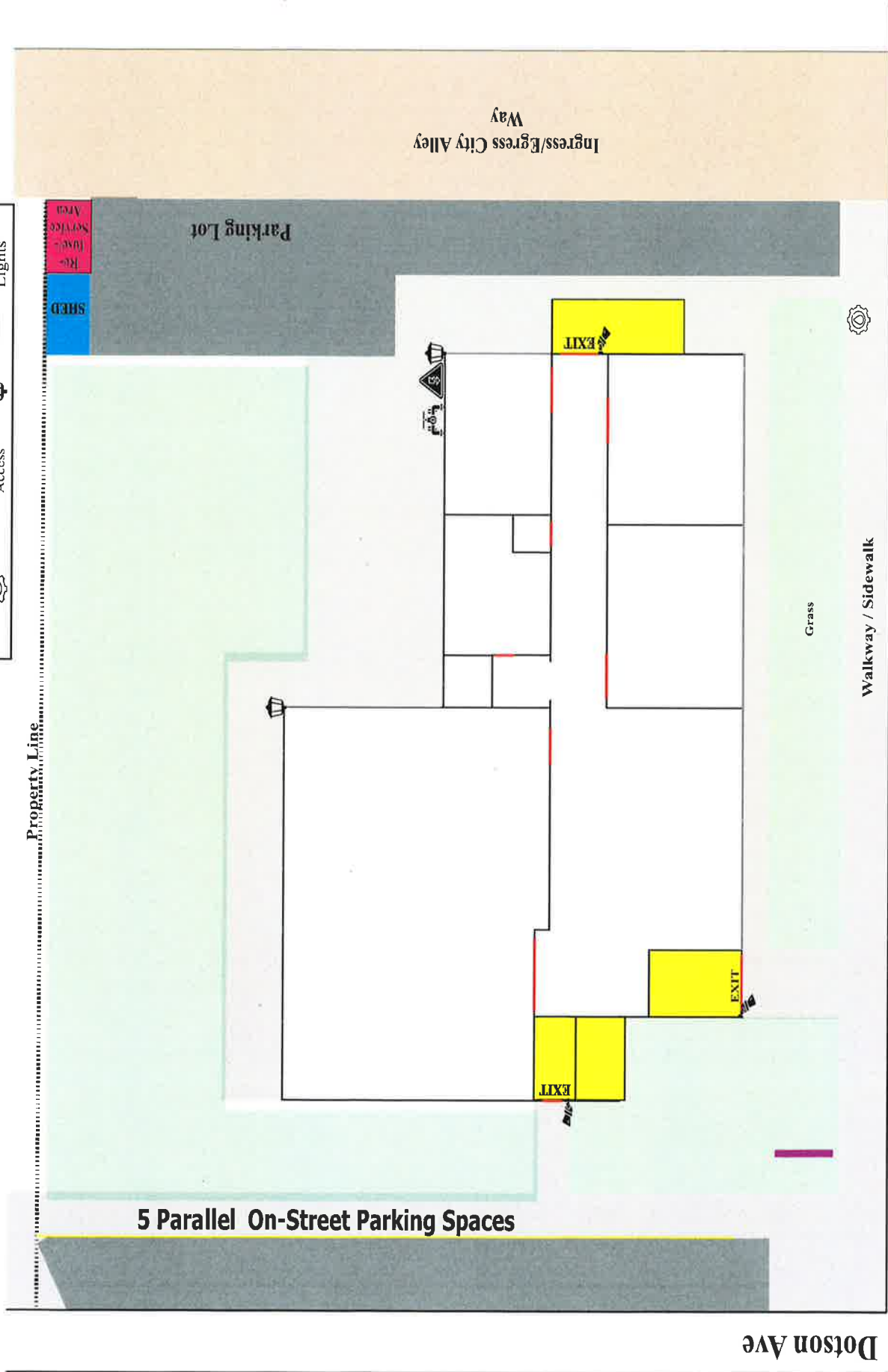
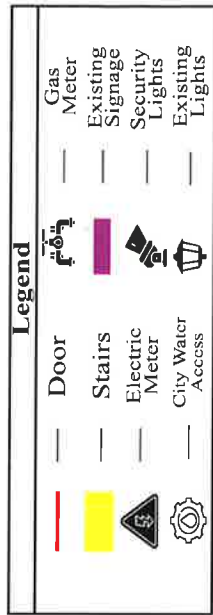
SCALE	1" = 10'
DRAWING NO.	2024-051-SC-205
SHEET NO.	PARKING

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

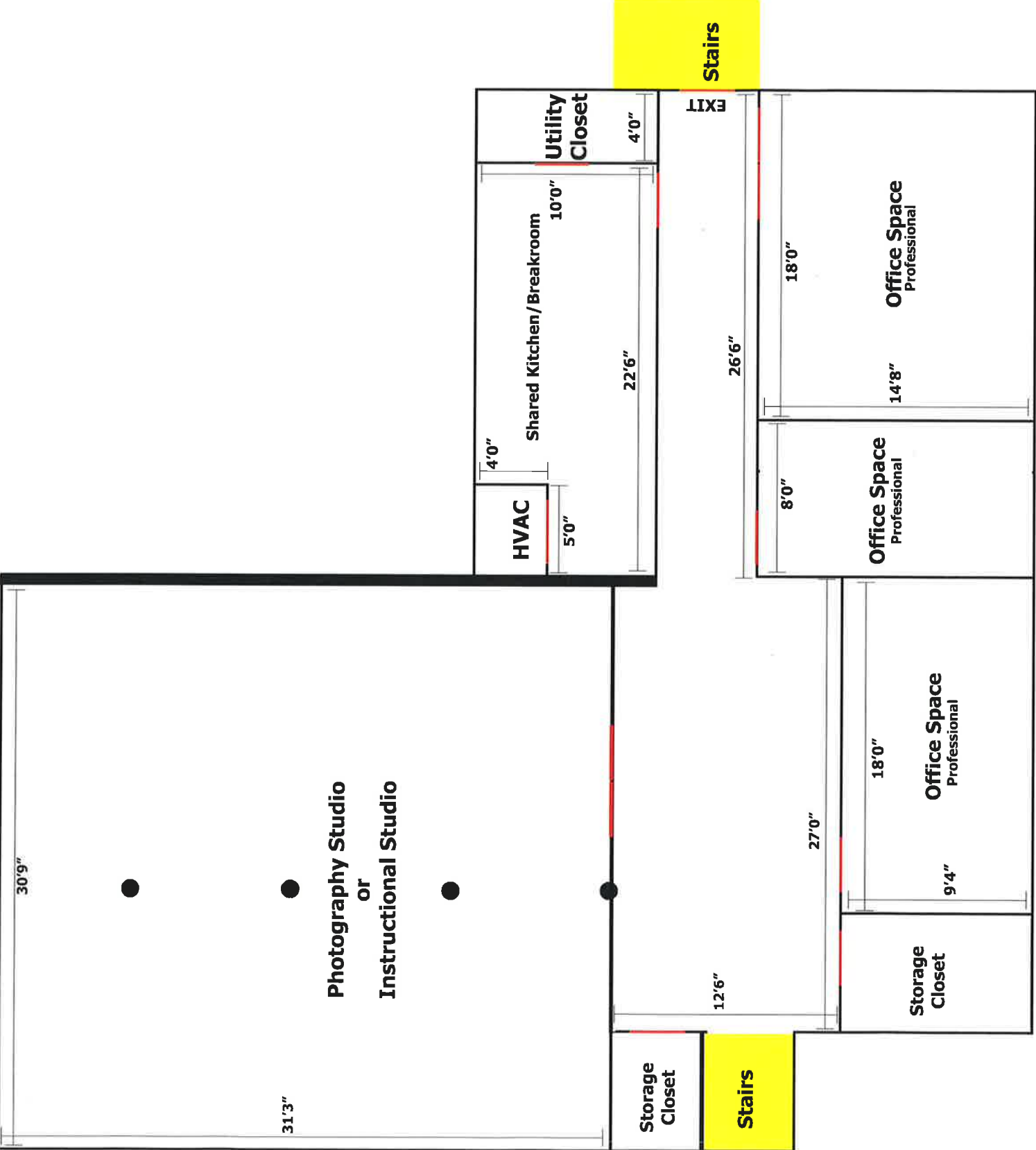
ISSUED

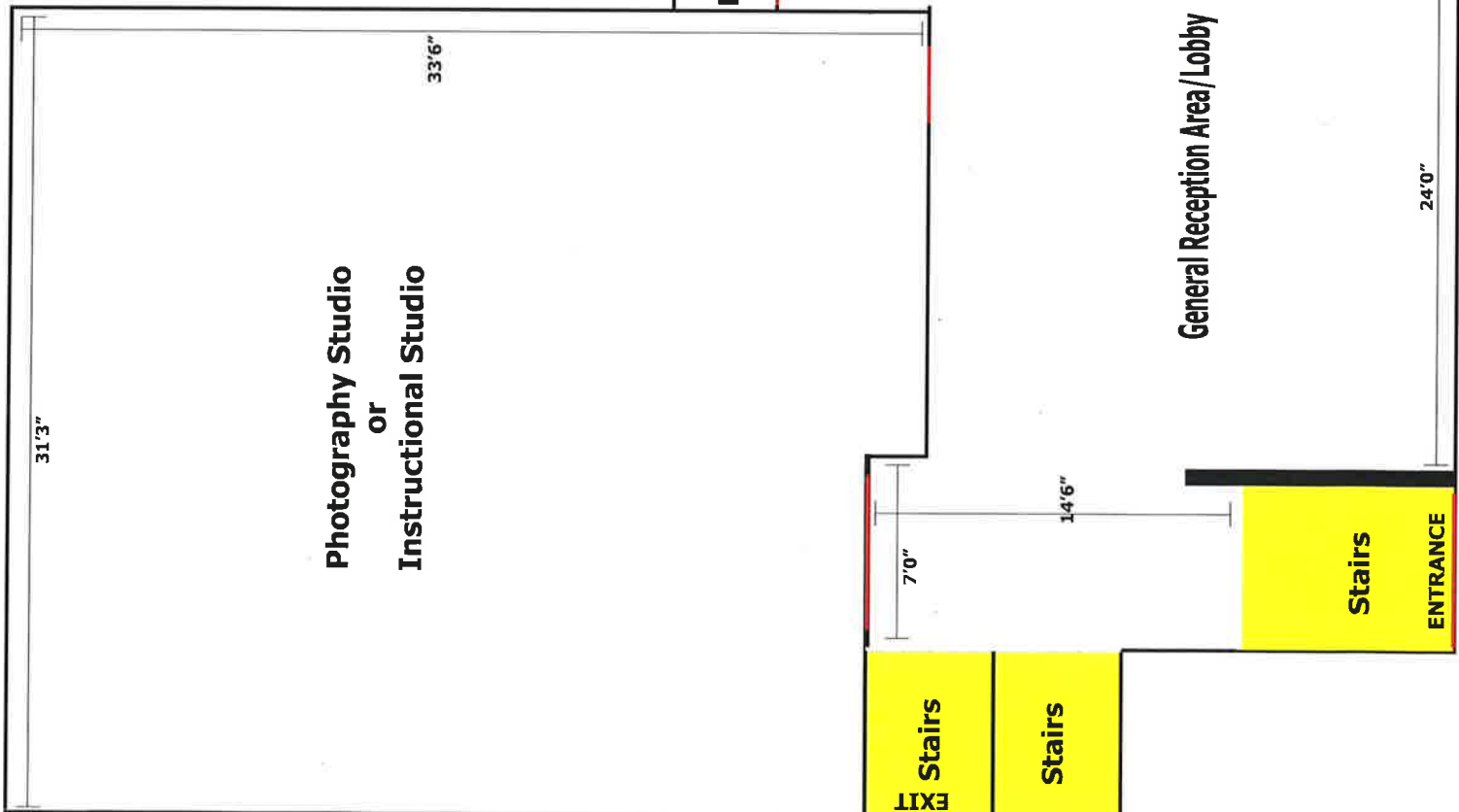
Drawn By
Casey Prutch

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 2.5' 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-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

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-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

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

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

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

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