

L. COMMUNICATIONS

L1 Minutes of the Planning and Zoning Commission Regular Meeting for 2/12/2025

M. RESOLUTIONS

- M1 A Resolution approving and authorizing the Purchasing Agent to execute an agreement in an amount not to exceed \$189,200 between the City of Pueblo, a Colorado Municipal Corporation, and Brown and Caldwell, Inc., a California Corporation, for the purpose of meeting current 2026 Discharger Specific Variance milestones including the development of a report with respect to the feasibility of treatment of selenium and sulfate
- M2 A Resolution awarding a construction contract in the amount of \$131,214.75 to Cedar Ridge Landscape, Inc., for Project No. 25-029, Concrete Improvements - Grove Neighborhood (CDBG), setting forth \$20,000 for contingencies, and authorizing the Purchasing Agent to execute same
- M3 A Resolution awarding a Construction Contract in the amount of \$82,813.00 to FRPHI Hydronics LLC and setting forth \$5,000.00 for contingencies, for Project No. 25-034 Removal and Replacement of Heater for City Park Pool and authorizing the Purchasing Agent to execute the same
- M4 A Resolution approving and accepting a donation from The Roever Foundation for 33 sets of body armor and 33 tactical helmets to The Pueblo Fire Department
- M5 A Resolution awarding a Construction Contract in the amount of \$33,895.00 to FRPHI ECS & Landscaping, Inc. and setting forth \$3,400.00 for contingencies, for Project No. 25-025A Mitchell Park Pool Sand Filtration System Replacement and authorizing the Purchasing Agent to execute same
- M6 A Resolution awarding a construction contract in the amount of \$52,029 to Wicked Outlaw Construction, for Project No. 25-028, Concrete Improvements - 1100 Block Crystal Place (CDBG), setting forth \$8,000 for contingencies, and authorizing the Purchasing Agent to execute same
- M7 A Resolution awarding a construction contract in the amount of \$25,492.30 to Balance Concrete, LLC. for Project No. 25-018, Concrete Improvements - 4051 North Peakview Drive, setting forth \$5,000 for contingencies, and authorizing the Purchasing Agent to execute same
- M8 A Resolution approving and accepting the Colorado Firefighter Safety and Disease Prevention Grant, and budgeting and appropriating funds in the amount of \$20,000 for the purposes authorized by the grant agreement and establishing project PS2503 for the grant award
- M9 A Resolution ratifying an emergency construction contract in the amount of \$9,526.90 with Parker Excavating, Inc., for Emergency Sanitary sewer point repair at 1605 Cedarwood Ln., Project No. 24-033 (WWAN03) and approving the Purchasing Agent's execution of the same.
- M10 A Resolution ratifying an emergency construction contract in the amount of \$6,116.49 with Parker Excavating, Inc., for Emergency Sanitary sewer point repair at 217 E Pitkin Ave., Project No. 24-033 (WWAN03) and approving the Purchasing Agent's execution of the same.
- M11 A Resolution authorizing the City of Pueblo to credit sanitary sewer fees of \$861.74 to Prigmore's Alignment Services.
- M12 A Resolution authorizing the issuance of a Revocable Permit (REV-25-7) to Colorado

State University - Pueblo (CSU-Pueblo) for the closure of Rawlings Blvd. from Troy Ave., Roma Way from Troy Ave. and Desert Flower Blvd. from Walking Stick Blvd, as well as traffic control signs directing traffic at the intersection of Bonforte Blvd. and Bartley Ave. to facilitate the CSU-Pueblo graduation ceremony on Saturday, May 17, 2025

M13 A Resolution Appointing Councilor Mark Aliff to the Fountain Creek Watershed Flood Control & Greenway District Governing Board

M14 A Resolution approving compensation with respect to a Professional Legal Services Agreement with Wilson Williams LLP dba Wilson Williams Fellman Dittman

M15 A Resolution rescinding a construction contract to Pyramid Construction, Inc., for Project No. 24-041, Asphalt Improvements - Court Street.

N. ORDINANCES – FIRST PRESENTATION

N1 An Ordinance approving and accepting a grant award and applicable conditions pertaining thereto with the State of Colorado Department of Local Affairs (DOLA) Peace Officers Mental Health Support grant program, in the amount of \$100,000, establishing project number PS2501, and budgeting and appropriating funds into project PS2501

N2 An Ordinance amending zoning restrictions to rezone 4580 Dillon Drive from PUD, Planned Unit Development to B-3, Highway and Arterial Business Zone District

N3 An Ordinance amending zoning restrictions to rezone 430 Colorado Avenue from R-5, Multiple Residential and Office Zone District to B-2, Sub-Regional Business Zone District

N4 This Ordinance approves and accepts a Warranty Deed from Neighborhood Services, Inc. for property located adjacent to the Chinook Lane right-of-way near 1080 Chinook Lane, Pueblo, Colorado

N5 An Ordinance amending section 17-2-2, section 17-4-15 and section 17-4-51 of Chapter 4 of title XVII of the Pueblo Municipal Code relating to Natural Medicine

N6 An Ordinance approving and accepting an El Pomar Foundation Grant and applicable conditions pertaining thereto, establishing project no. PS 2502 for the purchase of the wildland personal protective equipment and budgeting and appropriating grant funds in the amount of \$11,000.00 for the purposes authorized by the grant agreement

N7 An Ordinance amending zoning restrictions to rezone 21.848-acres generally located north of State Highway 47/Cesar Chavez Boulevard and Dillon Drive intersection from I-2, industrial to B-3, Highway and Arterial Business Zone District

N8 An Ordinance approving the Dillon North Subdivision

N9 An Ordinance approving an Amendment that removes 20 acres from the Lease Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado, Department of Human Services for the premises known as the Langoni Sports Complex

N10 An Ordinance approving a Deposit Agreement between MAVERIK QOZB 2023, LLC, a Utah limited liability company, and the City of Pueblo, a Colorado Municipal Corporation, relating to the installation of public improvements associated with the property at Block 1, Lot 4 located within the Southern Colorado Medical Center, Filing No. 1 Subdivision, and authorizing the Mayor to execute same

N11 An Ordinance approving an Intergovernmental Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Pueblo County relating to the use of 2016 Ballot Question 1A Capital Improvement Program Project Funding for the Eastside Pedestrian, Parking and Streetscape Improvements, accepting, budgeting and appropriating funds in

the amount of \$810,145.00, and authorizing the Mayor to execute same

N12 An Ordinance approving an Assistance Amendment between the City of Pueblo, a Colorado Municipal Corporation, and the U.S. Environmental Protection Agency in the amount of \$250,000, and budgeting and appropriating funds in the amount of \$250,000 into PL2501 relating to the EPA Brownfields Multipurpose Grant, and authorizing the Mayor to execute same

N13 An Ordinance approving and authorizing the Mayor to execute an Option to Purchase Agreement between the City of Pueblo, a Colorado Municipal Corporation and the Pueblo Economic Development Corporation, a Colorado Nonprofit Corporation, relating to a future job creating capital improvement project

O. APPROVAL OF CONSENT AGENDA

I move to receive and file the minutes of the Planning and Zoning Commission approve all Resolutions Set Forth in the Consent Agenda; Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for April 28,2025, 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 Pueblo Zoo in the amount of \$2,000 to sponsor the Zoofari on Friday, June 20, 2025, at 5 pm at the Pueblo Zoo

Q3 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to the Latino Chamber of Commerce in the amount of \$1,000 to sponsor the 5th Annual 40 Under 40 Emerging Leaders Awards Ceremony on Saturday, June 14, 2025, in the Occhiato Ballroom at Colorado State University Pueblo at 6:00 pm

Q4 A Resolution authorizing a payment from the council contingencies account in the 2025 general fund budget to Memorial Hall in the amount of \$1,900 to sponsor the hall rental for Pueblo Has Talent on Sunday, May 18th, 2025

Q5 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to El Movimiento Sigue in the amount of \$2,000 to sponsor the 2025 Cinco De Mayo event from 12-7 PM at Ray Aguilera Park on May 5, 2025

Q6 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to The Pueblo Library District in the amount of \$2,000 to sponsor the 2025 The Summer Reading Program and Book Lovers Ball at the Pueblo Library - Rawlings Branch on October 24th, 2025 at 6:30 PM

R. ORDINANCES – FINAL PRESENTATION

R1 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. - *Introduced March 24, 2025 by Councilor Brett Boston*

- R2 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 - *Introduced March 24, 2025 by Councilor Brett Boston*
- R3 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. - *Introduced March 24, 2025 by Councilor Brett Boston*
- R4 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 - *Introduced March 24, 2025 by Councilor Brett Boston*

S. QUASI-JUDICIAL PROCEEDINGS

- S1 An Ordinance vacating a 200 square foot portion of the Abriendo Avenue right-of-way

T. COUNCIL MEMBER CONFLICT OF INTEREST

Councilor Regina Maestri may ask to be excused from the meeting due to a conflict of interest with agenda item number U-3.

U. COMMUNICATIONS

- U1 A Citizen filed an ethics complaint against Mayor Graham
- U2 A Citizen filed an ethics complaint against Mayor Graham
- U3 A Citizen filed an ethics complaint against Councilor Maestri

V. ADJOURN

[MEET_FOOT]

Certificate of Recognition

Presented to

Pueblo Transit Operator

Paul Trujillo

in recognition of your service to the City of Pueblo and its citizens

April 14, 2025

With great admiration, the Mayor and City Council of the City of Pueblo, Colorado, hereby officially acknowledge and commend your quick thinking and ability to maintain calm while acting under pressure to help put out a residential fire. As a transit operator, you are vital for a healthy, sustainable, and equitable society; and your dedication to your profession improves our community every day.

Your outstanding efforts on behalf of the City of Pueblo and your personal contributions at a time when our citizenry needed them most are hereby acknowledged, and you are commended for your outstanding performance.




Heather Graham
Mayor


Mark A. Giff
President of the City Council

Proclamation

“ARBOR DAY”

April 17, 2025

WHEREAS: In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS: This holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS: Arbor Day is now observed throughout the nation and the world; and

WHEREAS: Trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife; and

WHEREAS: Trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS: Trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS: The City of Pueblo has been recognized as a TREE CITY USA for forty-five consecutive years by The National Arbor Day Foundation; and

WHEREAS: The City is partnering with the students and administration of Morton Elementary School, thereby planting a symbolic tree on the grounds of Morton Elementary School, the site of this year’s special Arbor Day ceremony.

NOW, THEREFORE, WE, the City Council of the City of Pueblo, Colorado and the Board of County Commissioners of the County of Pueblo, Colorado, by the authority vested in us, do hereby officially proclaim April 17, 2025 as “ARBOR DAY” in the City and County of Pueblo, Colorado and encourage the citizens of this community to join us in celebrating the natural beauty and stature of our trees and in recognizing the devout need to replace aged or diseased trees in this area.

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 14th day of April, 2025.



Mark Aliff
President, City Council



Zach Swearingen
Chairman, Board of County Commissioners





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

MINUTES

A. CALL TO ORDER

President Aliff called the meeting to order at 7:15 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: "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

- Ed Perry - Crime

- Devin Flores - Decorm
- Ken Danti - Energy
- Liz Chapman - PPD
- Charlie Fetty - Black Hills/Mayor Recall/Pedco
- Ted Freeman - Response to recall petition

G. COUNCIL MEMBER AND MAYOR COMMENTARY

Mayor Graham provided an update on the officers who were shot this past week and thanked the community for their support. January sales tax is up 1.1%. Comments that it's not the City who won't work with the legislators, it's the legislators that won't work with us. They did not come to us before presenting their bills. Town Halls about the May 6 ballot measure for Black Hills are occurring around the City. N6 will fund the RFP for the shelter. Care & Share final inspection occurred; they will be providing food again. Email exchange with Councilor Gomez - respect for elected officials, no vulgar statements were discussed at the City Council retreat, and he is not abiding by his own requests or professional workplace conduct.

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

H. REVIEW AND APPROVAL OF AGENDA

The agenda was reviewed page by page.

Councilor Boston, seconded by Councilor Flores, moved move item M8 to the regular agenda, to remove item N4 from the agenda and to approve the agenda as amended.

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

I. READING AND APPROVAL OF MINUTES

I1 CITY COUNCIL MINUTES 03/10/2025

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

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

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

A staff report was given by Scott Hobson, Acting Director of Planning & Community Development.

Mr. Hobson was sworn in and testified to the following:

- He did receive a petition for annexation for this filing
- The owners of the property who have signed the annexation petition composed more than 50% of the land owners in the area and own more than 50% of the area
- The owners of the property who have signed the annexation petition have consented to the annexation
- Not less than 1/6 of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the City of Pueblo
- An annexation plat of the proposed Pueblo Recreation Resort filing no 1 has been prepared by a licensed surveyor within the state of Colorado verifying that it complies with section 31-12-104 of the Colorado Annexation Act of 1965 as amended

Exhibit A, a copy of the signed plat, was presented to the City Clerk.

- A community of interest exists between the area to be annexed and the City of Pueblo and the area is urban or will be urbanized in the near future and is capable of being integrated with the City of Pueblo
- An annexation petition or a petition for annexation election pursuant to CRS 31-12-107 has not been initiated in another municipality involving all or a portion of the proposed annexation area.
- The annexation of this property will not involve the detachment of the area from any school district or the attachment of the same to another school district
- No portion of the property proposed to be annexed extends the municipal boundary of the City of Pueblo more than 3 miles

PUBLIC HEARING:

- Jason Alwine appeared in person to speak in favor of this ordinance
- Ted Freeman appeared in person to speak in favor of this ordinance

Seeing no one else wished to speak, President Aliff closed the public 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

A staff report was given by Scott Hobson, Acting Director of Planning & Community Development.

Mr. Hobson testified to the following:

- He did receive a petition for annexation for this filing
- The owners of the property who have signed the annexation petition composed more than 50% of the land owners in the area and own more than 50% of the area
- The owners of the property who have signed the annexation petition have consented to the annexation
- Not less than 1/6 of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the City of Pueblo
- An annexation plat of the proposed Pueblo Recreation Resort filing no 1 has been prepared by a licensed surveyor within the state of Colorado verifying that it complies with section 31-12-104 of the Colorado Annexation Act of 1965 as amended

Exhibit A, a copy of the signed plat, was presented to the City Clerk.

- A community of interest exists between the area to be annexed and the City of Pueblo and the area is urban or will be urbanized in the near future and is capable of being integrated with the City of Pueblo
- An annexation petition or a petition for annexation election pursuant to CRS 31-12-107 has not been initiated in another municipality involving all or a portion of the proposed annexation area.
- The annexation of this property will not involve the detachment of the area from any school district or the attachment of the same to another school district
- No portion of the property proposed to be annexed extends the municipal boundary of the City of Pueblo more than 3 miles

PUBLIC HEARING:

- Jason Alwine appeared in person to speak in favor of this ordinance
- Ted Freeman appeared in person to speak in favor of this ordinance

Seeing no one else wished to speak, President Aliff closed the public 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

A staff report was given by Scott Hobson, Acting Director of Planning & Community Development.

Mr. Hobson testified to the following:

- He did receive a petition for annexation for this filing
- The owners of the property who have signed the annexation petition composed more than 50% of the land owners in the area and own more than 50% of the area
- The owners of the property who have signed the annexation petition have consented to the annexation
- Not less than 1/6 of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the City of Pueblo
- An annexation plat of the proposed Pueblo Recreation Resort filing no 1 has been prepared by a licensed surveyor within the state of Colorado verifying that it complies with section 31-12-104 of the Colorado Annexation Act of 1965 as amended

Exhibit A, a copy of the signed plat, was presented to the City Clerk.

- A community of interest exists between the area to be annexed and the City of Pueblo and the area is urban or will be urbanized in the near future and is capable of being integrated with the City of Pueblo
- An annexation petition or a petition for annexation election pursuant to CRS 31-12-107 has not been initiated in another municipality involving all or a portion of the proposed annexation area.
- The annexation of this property will not involve the detachment of the area from any school district or the attachment of the same to another school district
- No portion of the property proposed to be annexed extends the municipal boundary of the City of Pueblo more than 3 miles

PUBLIC HEARING:

- Jason Alwine appeared in person to speak in favor of this ordinance
- Ted Freeman appeared in person to speak in favor of this ordinance

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

K. CONSENT AGENDA

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.

This Resolution was assigned as 15932.

- 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**

This Resolution was assigned as 15933.

- 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**

This Resolution was assigned as 15934.

- 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**

This Resolution was assigned as 15935.

- 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**

This Resolution was assigned as 15936.

- 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**

This Resolution was assigned as 15937.

- 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**

This Resolution was assigned as 15938.

- 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**

This Resolution was assigned as 15939.

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**

This item was removed from the agenda.

- 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

P. REGULAR AGENDA

M8 A RESOLUTION ENACTING A POLICY PROHIBITING THE PRESENCE OF SIGNS WITHIN COUNCIL CHAMBERS DURING MEETINGS OF CITY COUNCIL

This item was removed from the consent agenda.

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

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

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

This Resolution was assigned as 15940.

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

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

- Elvis Martinez appeared in person to speak against this resolution
- Ken Danti appeared in person to speak in favor of this resolution
- Ted Freeman appeared in person to speak against this resolution

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

President Aliff, seconded by Councilor Boston, moved to postpone the Resolution to the April 14, 2025 meeting.

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

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

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

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

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

This Resolution was assigned as 15941.

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

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

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

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

This Resolution was assigned as 15942.

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

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

- Elvis Martinez appeared in person to speak against this resolution
- Ted Freeman appeared in person to speak against this resolution

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

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

This Resolution was assigned as 15943.

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

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

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

Councilor Gomez, seconded by Councilor Maestri, moved to increase the amount to \$1,000.

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

This Resolution was assigned as 15944.

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

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as 10919.

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

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 #A23-04 dated January 8, 2025, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

- Jason Alwine appeared in person to speak in favor of this ordinance

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

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

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

This Ordinance was assigned as 10920.

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

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 #A23-05 dated January 8, 2025, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

- Jason Alwine appeared in person to speak in favor of this ordinance

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

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

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

This Ordinance was assigned as 10921.

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

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 #A23-06 dated January 8, 2025, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

- Jason Alwine appeared in person to speak in favor of this ordinance

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

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

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

This Ordinance was assigned as 10922.

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

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development.

PUBLIC HEARING:

- Jason Alwine appeared in person to speak in favor of this ordinance

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

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

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

This Ordinance was assigned as 10923.

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

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 #Z24-23 dated February 12, 2025, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

- Casey Prust appeared in person to speak in favor of this ordinance

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

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

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

This Ordinance was assigned as 10924.

T. ADJOURN

President Aliff adjourned the meeting at 10:24 p.m.

Respectfully submitted,

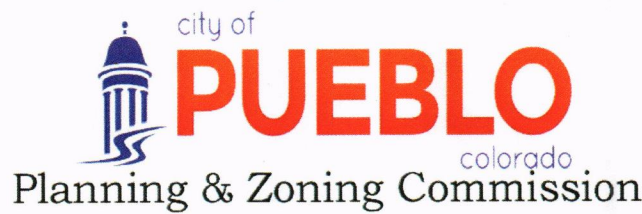


Marisa Stoller
City Clerk

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



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.

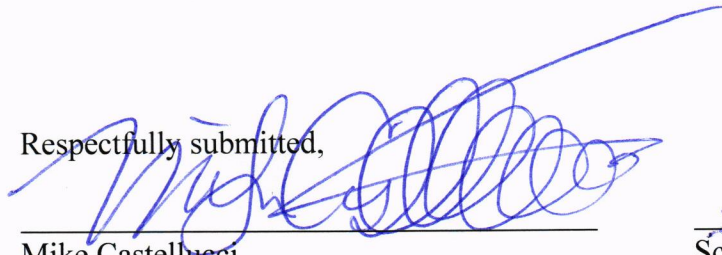
Approval of Minutes: Bailey motioned to approve minutes from January 8, 2025, seconded by Avalos.

Motion Passed: 6-0

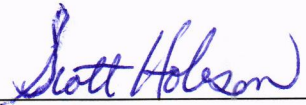
Old/New Business:

Adjourn@ 4:04 p.m.

Respectfully submitted,



Mike Castellucci
Chairperson



Scott Hobson
Executive Secretary

Digital recordings of all the meetings of the Planning and Zoning Commission are maintained and available for inspection and review during normal business hours (M – F, 8 a.m. – 5 p.m.) at the Department of Planning & Community Development, 211 East D Street, Pueblo, Co



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: April 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION APPROVING AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE AN AGREEMENT IN AN AMOUNT NOT TO EXCEED \$189,200 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., A CALIFORNIA CORPORATION, FOR THE PURPOSE OF MEETING CURRENT 2026 DISCHARGER SPECIFIC VARIANCE MILESTONES INCLUDING THE DEVELOPMENT OF A REPORT WITH RESPECT TO THE FEASIBILITY OF TREATMENT OF SELENIUM AND SULFATE

SUMMARY:

This Resolution accepts an agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Wastewater Engineer of Record, Brown and Caldwell, Inc. for professional services associated with the Discharger Specific Variance 2026 milestone of the development of a report on the feasibility of treatment of selenium and sulfate.

PREVIOUS COUNCIL ACTION:

On February 12, 2024, the City Council approved Resolution No. 15497, selecting Brown and Caldwell, Inc. as the Engineer of Record for the Wastewater Department.

BACKGROUND:

The Water Quality Control Commission approved a Discharger Specific Variance (DSV) for selenium and sulfate in 2018 for the city. The DSV has milestones that the city must meet to stay in compliance with DSV. The milestone for 2026 is a report on any additional feasible treatment pilots or treatment improvement opportunities that can be identified that will lead to further selenium and sulfate reductions.

FINANCIAL IMPLICATIONS:

The cost of the agreement with Brown and Caldwell, Inc. to provide professional services for the project will not exceed \$189,220. Funds for this project are available from the Sewer User Fund and have been appropriated in the Sewer User Fund, Professional Services.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

The no-action alternative would cause the City to be out of compliance with the terms of the DSV.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 04-14-25 DSV Milestone 2026 23-130 Brown Caldwell Agmt Reg 35

RESOLUTION NO. 15945

A RESOLUTION APPROVING AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE AN AGREEMENT IN AN AMOUNT NOT TO EXCEED \$189,200 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., A CALIFORNIA CORPORATION, FOR THE PURPOSE OF MEETING CURRENT 2026 DISCHARGER SPECIFIC VARIANCE MILESTONES INCLUDING THE DEVELOPMENT OF A REPORT WITH RESPECT TO THE FEASIBILITY OF TREATMENT OF SELENIUM AND SULFATE

WHEREAS, the City of Pueblo a Colorado Municipal Corporation was approved a Discharger Specific Variance in 2018 with yearly milestones; and

WHEREAS, the City of Pueblo a Colorado Municipal Corporation is required to submit a report on the feasibility of any pilot treatment or improvement opportunities; and

WHEREAS, Brown and Caldwell, Inc. is the Engineer of Record for the Wastewater Department, and has proposed and been determined the most qualified to provide the professional services; NOW, THEREFORE;

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The agreement between the City of Pueblo, a Colorado Municipal Corporation, and Brown and Caldwell, Inc., a California 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 work to be performed in the amount of \$189,200.

SECTION 2.

Funds in the amount of \$189,200 will be paid from appropriated funds budgeted in the City's 2025 Budget from the Sewer User Fund, Professional Services.

SECTION 3.

The Purchasing Agent is hereby authorized to execute the agreement 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 are authorized to perform any and all acts consistent with this Resolution to implement the policies and procedures described herein.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: April 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN CITY OF PUEBLO AND
BROWN AND CALDWELL, INC.**

23-130-5

WASTEWATER DEPARTMENT ENGINEER OF RECORD - REG 35
DSV MILESTONE 2026

PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN CITY OF PUEBLO AND BROWN AND CALDWELL, INC.

1. INTRODUCTION

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 20____, by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City") and Brown and Caldwell, Inc., a registered California Corporation (hereinafter referred to as "Consultant"), for Consultant to render certain professional consulting and related services for City in connection with Bid 23-130 Wastewater Department Engineer of Record - Reg 35 DSV Milestone 2026 Project, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

- A. Consultant shall satisfactorily perform professional project management, reporting, development of alternatives, and feasibility analysis, project consulting, and related services for the Project described in more detail in Schedule 1 (Phases 100 - 400) attached hereto and incorporated herein by reference (the "Services"). Such Services shall include all usual and customary professional services incidental to the work on the Project. In the event this Agreement follows the selection of Consultant by City pursuant to a Request for Proposals (RFP), all of the requirements of that RFP are incorporated herein by reference, unless any requirement is expressly excluded in Schedule 1.
- B. To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant's employees.

2. CONSULTANT RESPONSIBILITIES

- A. Consultant shall be responsible for the professional quality, technical accuracy, and timely completion of Consultant's work, including that performed by Consultant's subconsultants and subcontractors. Consultant and subconsultant work and work product shall include project management, reporting, development of alternatives, and feasibility analysis, project consulting, and related services, irrespective of City's approval of or acquiescence in same. Consultant shall be responsible, in accordance with applicable law, to City for all loss or damage to City to the extent caused by Consultant's negligent act or omission. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees.
- B. Consultant acknowledges that performance of each phase shall be assigned a work schedule agreeable to City and Consultant. Except to the extent the parties agree to time extensions for

delays beyond the control of Consultant, Consultant shall adhere to this schedule and perform its work in a timely manner so as not to delay City's timetable for achievement of interim tasks and final completion of Project work. Consultant further acknowledges that its schedule has accounted for all reasonably anticipated delays, including those inherent in the availability of tools, supplies, labor, and utilities required for the work, the availability of information which must be obtained from any third parties, and all conditions to access to public and private facilities.

- C. Before undertaking any work or incurring any expense which Consultant considers beyond or in addition to the Services described in Schedule 1 or otherwise contemplated by the terms of this Agreement, Consultant shall advise City in writing that (1) Consultant considers the work beyond the scope of this Agreement, (2) the reasons that Consultant believes the out of scope or additional work should be performed, and (3) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 attached hereto.
- D. Consultant acknowledges that, due to the nature of the services for this Project, related professional services, and the impact of same on the Project, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that Consultant has selected and intends to employ or assign the key personnel and subconsultants identified and noted in Schedule 2 for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, City shall have the right to object in writing to employment on the Project of any such key person, subconsultant, or assignment of principal responsibility, in which case Consultant will employ alternate personnel for such function or reassign such responsibility to another to whom City has no reasonable objection. Thereafter, Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

3. CITY'S RESPONSIBILITIES

- A. City agrees to advise Consultant regarding City's Project requirements and to provide all relevant information, data and previous reports accessible to City which Consultant may reasonably require. Consultant shall rely on information provided without verification unless otherwise agreed in Schedule 1. City shall notify Consultant of any known or potential health or safety hazards existing at or near the project site.
- B. City shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of City to receive and

transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind City as to matters of governmental policy or fiscal policy, nor to contract for additions or obligations exceeding a value which is the lesser of \$5000 or 5% of the maximum agreement price.

- C. City shall examine all documents presented by Consultant and render decisions pertaining thereto within a reasonable time. The City's approval of any data, diagrams, documents, lists, presentations, reports, schedules, studies, summaries, tables, technical memoranda, schedules, or work product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.
- D. City shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of City and its requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for City to responsibly render a decision has been furnished. A period of 46 days shall be presumed reasonable for City to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of City but must be procured from others.

4. TIME FOR PERFORMANCE

Consultant's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Schedule 1 – “Services” of this Agreement. The proposed work schedule may be adjusted by mutual agreement of all parties.

5. PAYMENT

- A. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement as shown in A1 below, an amount not to exceed \$189,220.00 in the aggregate as set forth in the grand total shown in Schedule 2 "Fee Schedule".
 - 1. The maximum amount of each phase shall not exceed the amount specified in Schedule 2 for such phase unless agreed upon by Consultant and City with a written Change Order or written Amendment.
 - 2. A written Change Order may be considered for an increase amount of the applicable phase for up to 10% of the grand total cost of the project.
 - 3. A written Amendment approved by City Council, Consultant, and Department Director shall be utilized for any agreed upon change to each phase exceeding 10% of the grand total.

- B. Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and reimbursable expenses incurred.
 - 1. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions for each phase as set forth in Schedule 2 and shall contain appropriate documentation that such services have been performed and expenses incurred.
 - 2. Such applications for payment of each phase shall not exceed 90% of said phase until final work of the phase has been completed. The final application for payment for each phase shall be the remaining 10% of the phase and shall be paid upon satisfactory completion of the phase as approved by City.
 - 3. The applications for payment shall be submitted monthly with consideration of City for review of satisfactory completion and payment within 45 days of the date of such application is received provided that sufficient documentation has been furnished.
 - 4. The final application for payment for the final 10% of the final phase, shall be held by City until all previous phases and current final phase have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.
- C. No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, or similar expenses unless otherwise provided and listed in Schedule 2 - "Fee Schedule."
- D. No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's negligent errors or omissions.
- E. Compensation for authorized Services beyond the scope of this Agreement shall be governed by Section 2.

6. TERMINATION

- A. City reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon 10 days' written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work, stop incurring expenses, and shall promptly deliver to City all data, diagrams, documents, lists, presentations, reports, schedules, studies, summaries, tables, technical memoranda, schedules, or work product as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress. Consultant shall at all times act in good faith with respect to the orderly transfer of work to the City or any entity designated by City.
- B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and

reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or City. Consultant shall provide a detailed final invoice to the City within fourteen (14) calendar days from the effective date of termination, itemizing the work completed, costs incurred, and any outstanding payments due. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 5, and the Consultant expressly waives any right to claim damages, including but not limited to lost profits, anticipated revenue, or indirect or consequential damages arising out of or relating to the termination for convenience.

- C. In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with services, or to pay its employees and Consultants, or to perform services with that level of care and skill ordinarily exercised by consultants performing similar services at the time services are performed in a manner deemed satisfactory by City's Project Representative, then in that event, Consultant's entire right to compensation shall be limited payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.
- D. Consultant's responsibility for its completed work and services shall survive any termination.

7. GENERAL PROVISIONS

7.1. Ownership of Documents

All designs, drawings, specifications, technical data, and all other documents or instruments procured or produced by the Consultant in the performance of this Agreement shall be the sole property of the City upon payment to Consultant for work performed and the City is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Consultant agrees that the City shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications, technical data, reports, and all other documents pertaining to the work to be performed under this Agreement. In the event City uses the information provided hereunder for another project independent from Project, without adaptation by Consultant, City shall hold harmless Consultant from all loss, claims, injury, and judgments arising from the use of such information for such other project.

7.2. Advertising

Unless specifically approved in advance in writing by City, Consultant shall not include representations of the Project in any advertising or promotional materials, except for accurate statements contained in resumes or curriculum vitae of Consultant's employees. Consultant may make an accurate statement that it worked for City on the Project, but if Consultant wishes to include representations in advertising or promotional materials, it shall submit a draft of same and printer's proof of the proposed advertising or promotional materials to the City for prior review and shall not publish or distribute same unless written approval of the materials is first obtained.

7.3. Equal Employment Opportunity

In connection with the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, or age. Consultant shall endeavor to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, national origin, disability, or age.

7.4. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, City of Pueblo, Department of Wastewater, Attn: Andra Ahrens, Director, 1300 S. Queens Avenue, Pueblo, Colorado, 81001; or to the Consultant, Brown and Caldwell, Inc., Attn: Michael Thorstenson, Principal-In-Charge, 1527 Cole Blvd., Suite 300, Lakewood, Colorado, 80401. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.5. Entire Agreement

This instrument contains the entire agreement between the City and the Consultant respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the City or the Consultant in relation thereto not expressly set forth in this instrument are null and void. Notwithstanding the foregoing, the terms of Bid 23-130 Wastewater Department Engineer of Record and 23-130 Master Contract, are hereby incorporated herein, and Consultant agrees to abide by and comply with the same. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in any schedule or attachment shall control and supersede the conflicting provision in Agreement.

7.6. Subcontracts

- A. City acknowledges that Consultant is the prime contractor and the only party with whom City has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of City, and City shall be a third-party beneficiary of those subcontract provisions.
- B. Consultant shall indemnify and defend City from all claims and demands for payment for services provided by subcontractors of Consultant to the extent City has paid Consultant for services performed by Consultant's subconsultants and subcontractors.
- C. Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement.

Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to City prior to execution of this Agreement to induce City to enter this Agreement. Consultant shall not change such consultants or key personnel except after giving notice of a proposed change to City and receiving City's consent thereto. Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

7.7. Successors and Assigns

This Agreement shall be binding on the parties hereto and on their partners, heirs, executors, administrators, successors, and assigns; provided, however, that neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to the Consultant may be assigned by it without the written consent of the City. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the parties hereto that any person or entity, other than the parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

7.8. Amendments

No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representatives of both Consultant and City.

7.9. Choice of Law, Jurisdiction, and Venue

Colorado law, the Pueblo City Charter, the Pueblo Municipal Code, and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference that conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the County of Pueblo. In the event of litigation the court shall award the prevailing party its court costs and reasonable attorney fees.

7.10. Severability

If any provision of this Agreement, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced.

7.11. Appropriations

The City is prohibited by law from making commitments beyond the term of the current City Fiscal Year. Payment to Consultant beyond the current City Fiscal Year is contingent on the appropriation and continuing availability of agreement funds in any subsequent year. The City's obligation to pay Consultant shall be contingent upon funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Agreement Funds, and the City's liability for such payments shall be limited to the amount remaining of such Agreement Funds. If City funds are not appropriated, or otherwise become unavailable to fund this Agreement, the City may, upon written

notice, terminate this Agreement, in whole or in part, without incurring further liability. The City shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination. Consultant shall confirm availability of Agreement Funds before proceeding and/or making obligations for work exceeding the initial and subsequent annual appropriations.

7.12. Force Majeure

Neither party shall be responsible for delays caused by circumstances beyond its reasonable control including but not limited to governmental action, statute, ordinance, rule or regulation, strike or other labor troubles, fire, acts of God, or other incidents outside of either party's control that makes performance or acceptance impossible or impractical. The Consultant shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control created from any force majeure event.

8. **DISPUTES**

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which the designated Agreement representatives cannot resolve shall be referred in writing to the Mayor's Office for the City for a final determination of the issue. The Parties agree that participation in this administrative procedure shall be a condition precedent to the initiation of litigation or mediation, as mutually agreed, except in the case of an emergency or other conditions that entitle either Party to seek injunctive or emergency relief from a court of competent jurisdiction, in which no participation in the preceding alternative dispute resolution process shall be required.

9. **INSURANCE**

9.1. Conditions

- A. Consultant agrees that it has procured and will maintain during the term of this Contract, such insurance as will protect it and City 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 B.
- B. Consultant agrees to hold harmless, defend and indemnify City from and against any liability to third parties, to the extent caused by the negligent acts, errors or omissions of Consultant, its employees, subcontractors, and consultants.

9.2. Minimum Requirements

- A. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this Contract and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by it and all its subcontractors under the Contract, to be written

on a commercial general liability policy form. This insurance shall be written in amounts not less than a combined single limit of \$1,000,000 for each occurrence and aggregate for bodily injury including death and property damage. This policy of insurance shall name the City of Pueblo, its agents, officers, and employees as additional insureds. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, and blanket contractual coverage. The policy shall also provide "Completed Operations and Projects Liability" coverage.

- B. Commercial Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the Contract and for such additional time as work on the project is being performed, Commercial Automobile Liability Insurance. This insurance shall be written with limits of liability of \$1,000,000 each accident for bodily injury and property damage. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes, and similar equipment whether owned, leased, hired or used by Consultant.
- C. Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.
- D. Professional Liability Insurance with coverage of not less than \$1,000,000 each claim and aggregate in a form and with a self-insured retention acceptable to City.
- E. Consultant shall furnish to City a certificate or certificates of insurance showing compliance with this Section. Consultant shall obtain a special endorsement from its insurance carrier that provides that the insurance shall not be changed or cancelled until ten (10) days after written notice has been given to City and provide a copy of such endorsement to City. Consultant shall immediately notify City of any substantial change in, or cancellation, or non-renewal of any such insurance.

10. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the City, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b). No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

11. ACCESSIBILITY

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility

and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Consultant therefore, will use its best reasonable professional efforts to implement applicable ADA requirements and other federal, state, and local laws, rules codes, ordinances and regulations as they apply to the Project. Notwithstanding, unless otherwise specified in the Scope of Services, City shall have sole responsibility as between City and Consultant with compliance with the ADA and related regulations.

12. IMMIGRATION REFORM AND CONTROL ACT OF 1986

Consultant certifies that it has complied with the United States Immigration Reform and Control Act of 1986. Consultant represents and warrants that to the extent required by said Act, all persons employed by Consultant for performance of this Agreement have completed and signed Form I-9 verifying their identities and authorization for employment.

13. PERA LIABILITY

The Consultant shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement. The Consultant shall fill out the Colorado PERA Questionnaire and submit the completed form to City as part of the signed Agreement.

14. SCHEDULES

The following Schedules are attached to and made a part of this Agreement:

- Schedule 1 - "Scope of Services" consisting of 10 pages.
- Schedule 2 - "Fee Schedule" consisting of 1 page.

15. SIGNATURE

- A. 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: (1) an original, and all of which taken together shall constitute one and the same agreement, (2) a valid and binding agreement and fully admissible under state and federal law, and (3) enforceable in accordance with its terms.
- B. This Agreement, together with all Project Documents incorporated by reference, constitutes the entire Agreement between City and Consultant with respect to their subject matter, and may not be amended or modified except by written document signed by both parties.

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

BROWN AND CALDWELL, INC.

By _____
Naomi Hedden, Director of Purchasing

By _____
Michael J. Thorstenson, Principal-In-Charge

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: Schedules 1 – 2 and Additional Information for Agreement

Schedule 1

Scope of Service

Excerpt from Consultant's Proposal dated February 2025, Pages 2 – 10

Note: Phases 500 – 700 are not included in the Scope of Service for this agreement; they have been included only for future reference.

Project Overview

As part of the Discharge Specific Variance (DSV) for James R. Dilorio Water Reclamation Facility's (WRF) from the Colorado Water Quality Control Division (Division) Regulations 32 which requires discharge compliance with 14.1 µg/L and 329 mg/L for selenium (Se) and sulfate (SO₄), respectively, the City of Pueblo (Pueblo) has requested Brown and Caldwell (BC) to prepare a scope of work (SOW) to assist with meeting the 2026 DSV Regulation 32, Pueblo Exhibit 24 milestone described below:

1. Complete any pilot/optimization efforts identified in 2021.
2. Summarize reduction techniques and qualify results in terms of selenium and sulfate reduction.
3. Report whether any additional feasible operational, pilot, or improvement opportunities are identified that may lead to further selenium and sulfate reduction.
4. If so, submit revised implementation schedule for additional operational, pilot, or improvement opportunities identified.

This is one of a series of dated milestones established on May 16, 2018, related to both collection and conveyance improvements and treatment enhancements to the WRF. These milestones related to selenium and sulfate treatment removal are in part tied to the March 13, 2018, Alternatives Analysis Technical Memorandum (TM), Table 10 DSV Alternatives for Selenium and Sulfate Evaluated in order of Best to Worst Resulting Water Quality, referenced in the Pueblo Exhibit 24 Milestones.

There are three parts of this scope of work.

1. Summarizing work completed to date to both identify, evaluate and update selenium and sulfate treatment reduction alternatives related to Table 10 Alternatives. As part of this a review and summary of pilot/optimization efforts identified will be documented and delineated as part of the two pilot testing alternatives described in Part 2.
2. Advance the engineering on two pilot testing alternatives identified from a BC screening exercise and presented on May 2, 2024, that will address both selenium and sulfate in addition to Division Regulations 31 and 85 which has the potential to require nutrient limits of less than 1 mg/L for total phosphorus (TP) and total inorganic nitrogen (TIN). This will include a schedule for implementation and feasibility study of these in Part 3.
3. Complete an updated feasibility analysis considering technology and economic feasibility with other impact and effects on the selenium and sulfate treatment alternatives.

Pueblo has established the following objectives for the pilot study:

- Select pilot test configuration(s)
- Meet the requirements of the DSV while considering future water quality standards for nutrients, selenium, ammonia, sulfate, and temperature
- Consider the feasibility of these full scale per the Policy 12-1 criteria.
- Develop pilot test plan and complete by summer of 2026 contingent upon feasibility analyses in Part 3.
- Test plan should consider:
 - Scale or Size
 - Seasonal water quality and quantities
 - Side stream versus mainstream treatment
 - Synergistic treatment
 - Level of effort required for operation by Pueblo

Two tertiary treatment alternatives were selected from screening six different alternatives that could meet the DSV nitrogen, phosphorus, selenium and sulfate water quality limitations. The six were selected considering they were elements of the Table 10 Alternatives considered since 2018. The two-treatment alternatives selected consisted of the following:

1. Biological reduction of selenium and nitrogen followed by iron precipitation and coprecipitation of selenium and phosphorus, filtration of particulate selenium and phosphorus and side stream ion exchange removal of sulfate. Figure 1 provides a flow diagram for this alternative.

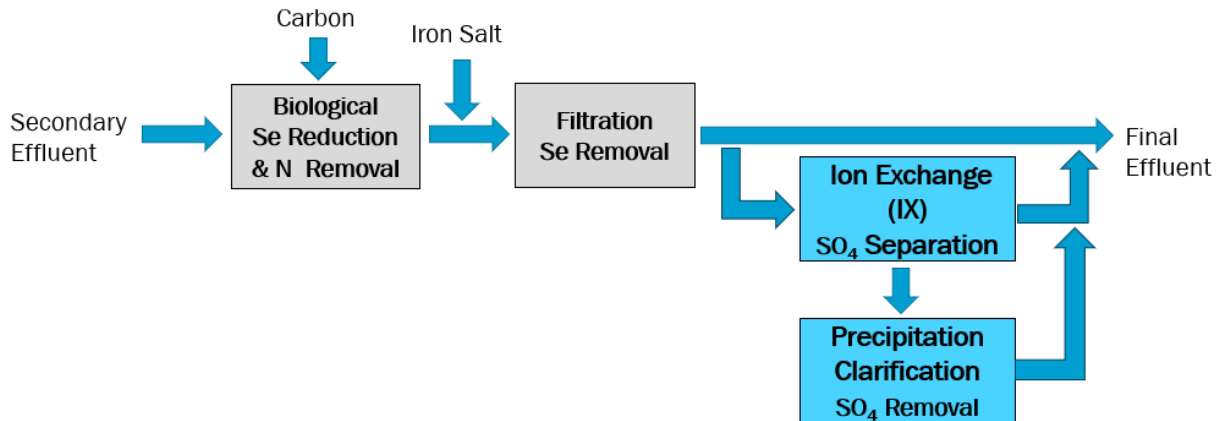


Figure 1. Alternative 1- Biological Nitrogen, Selenium, and Physical Chemical Phosphorus, Selenium, and Sulfate Treatment

2. Iron precipitation and coprecipitation of selenium and phosphorus followed by filtration of particulate selenium and phosphorus with mainstream ion exchange for nitrogen removal and side stream ion exchange removal of sulfate and selenium. Figure 2 provides a flow diagram for this alternative.

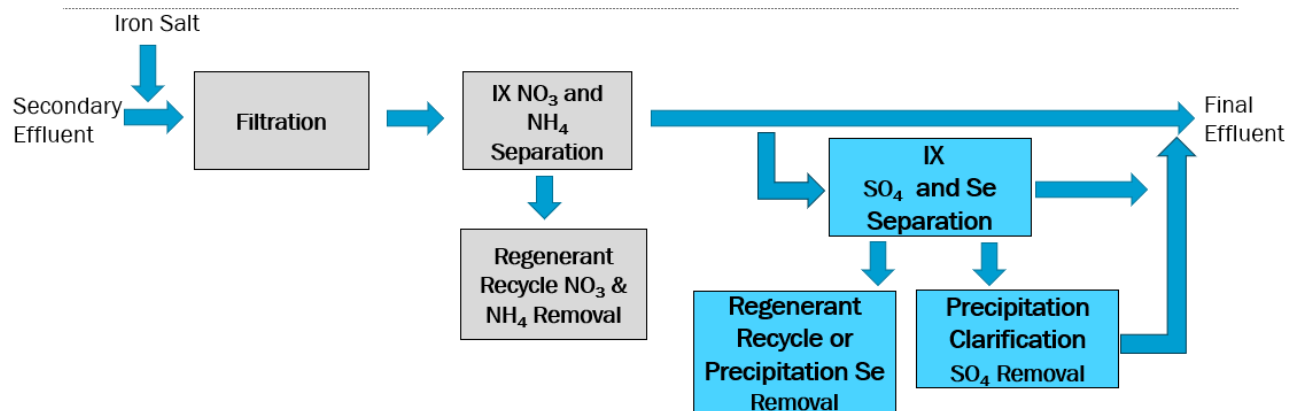


Figure 2. Alternative 2-Physical Chemical Nitrogen, Phosphorus, Selenium and Sulfate Treatment

Pilot testing of both alternatives at small scale, which is less than 2 gallons per minute (gpm), or at 10 to 50 gpm were discussed, both of which would include a combination of batch and continuous testing

components to support the mainstream continuous testing. Comparing both alternatives' advantages and disadvantages, it was determined that Pueblo needed more information on vendor supplied and built for purpose pilot scale and bench scale equipment and consumables, hence Pueblo requested BC to better define the certainty as part of the SOW.

This Scope of Services describes the professional services to be provided by BC for Pueblo's WRF DSV Pilot Testing. Services include the following phases:

- Phase 100 - Project Management
- Phase 200 – Alternatives Summary
- Phase 300 – Pilot Alternatives Development
- Phase 400 – Feasibility Analysis

The following scope items could be considered after completion of this SOW contingent upon feasibility analyses.

- Phase 500 – Plan
- Phase 600 – Implementation
- Phase 700 – Results Report

Project Objectives

The SOW will have the following objectives related to selenium and sulfate treatment reduction technologies:

- Update the status of the alternatives
- Apprise the status of technology confirmation efforts
- Improve the certainty of the recent pilot scale test technologies and costs
- Update the feasibility of the alternatives

Scope of Services

Phase 100 – Project Management

Objective

Provide project management and coordination of work associated with this project, including schedules, budgets, technical quality reviews, meetings, deliverables, and invoices.

Activities: This phase includes the following activities:

- Communication and coordination with Pueblo as necessary.
- Conduct monthly, 30-minute, conference calls to discuss task status, issues, and upcoming work with Pueblo for the duration of this work task through completion.
- Prepare monthly invoices.
- Monitor task activities, schedule, and budget expenditures.

- Develop and maintain Project Management Plan, QA/QC Plan, Health and Safety Plan, and Project Schedule.

Deliverables:

- Project invoices.
- Meeting agendas and meeting minutes, as needed.

Phase 200 – Alternatives Summary

Objective

The objective for this phase is to summarize work to date completed for the Table 10 Alternatives including previous and current pilot/optimization efforts.

Task 210: Catalog/Update Key Documents

Activities: This task includes the following activities:

- Historical project file review of documents associated with Reg 35 DSV
- Cataloging the files for tracking and use.
- Summarizing work to identify, evaluate and update selenium and sulfate treatment reduction alternatives.
- Highlighting testing, piloting and other technology confirmation work status, results and conclusions.
- Documenting the technology confirmation work in relation to Table 10 Alternatives. Develop a preliminary analytical schedule for onsite and offsite testing for each option.

Deliverables:

- Development of a TM Summarizing the selenium and sulfate treatment alternatives state of development and implementation.
- A virtual meeting to present the cataloging and summary findings.
- Meeting agenda and meeting minutes

Assumptions:

- Assistance with document discovery and confirmation.
- A virtual kick-off call will be held with stakeholders to discuss the execution of this Phase.
- Draft TM provided to Pueblo for review and comments.
- Final TM incorporates comments.

Phase 300 – Pilot Alternatives Development

Objective

The objective for this phase is to better define the pilot testing alternatives costs at two scales to be able to select the approach for testing and to develop a pilot test plan (i.e., complete Phase 500), if required.

Task 310: Develop Treatment Alternatives

Activities: This task includes the following activities:

- Develop process flow diagram, high level mass balance, high level layout and major equipment list for each option and scale.
- Develop a preliminary analytical schedule for onsite and offsite testing for each option.
- Develop a list of inline and laboratory instrumentation needed for each option
- Develop a tie in list for each option

Deliverables:

- BC will provide an information request via email to Pueblo for site specific, water quality, and operational data for the WRF.
- Preliminary package for each of the two options at both scales including:
 - Preliminary Process Flow Diagrams
 - Preliminary Mass Balances
 - Preliminary Layouts
 - Major Equipment Lists
 - Preliminary Tie-In Lists
 - Necessary Laboratory and Monitoring Equipment
- A virtual meeting to present a summary of each package,
- Meeting agenda and meeting minutes

Assumptions:

- The layout, tie-in list, and electrical information from these packages will be used by Pueblo to eliminate any options that are not feasible due to site constraints.
- The 310 deliverables will be presented concurrently with the 320 deliverables and presented under Task 340.
- A virtual kick-off call will be held with stakeholders to establish criteria for pilot option selection.

Task 320: Vendor Contacts

BC will contact membrane filtration and ion exchange vendors to better define vendor requirements for both bench and pilot scale filtration and ion exchange testing.

Activities: This task includes the following activities:

- Prepare an information packet for membrane and ion exchange vendors to provide background and context necessary for the vendor to make recommendations for options for small- and large-scale pilot testing.
- Contact up to three membrane vendors to provide recommendations and costing for each option.

- Contact up to three ion exchange vendors to provide recommendations and costing for each option.

Deliverables:

- It is assumed this work will be performed concurrently with Task 310 and the information collected will be included in the design package presented in Task 340.

Assumptions:

- Multiple vendors are contacted to increase the chances of a response rather than to meet any requirements for bid/procurement. Biological vendors may also be contacted, or a stick-built system may be selected.

Task 330: Schedule Development

BC will use the information gathered on each option to make a Gant-chart type schedule for the planning/procurement/installation/performance/demolition of each option.

Activities: This task includes the following activities:

- Preparation of each schedule

Deliverables:

- Schedule to be included in each package.

Assumptions:

- Scheduling is needed to confirm the pilot testing can be completed in the time needed by Pueblo to make their decisions regarding full-scale application

Task 340: Screening

To facilitate the selection of a testing option, BC will conduct a workshop review the information developed under Phase 200 with the goal of selecting an option to proceed with pilot testing.

Activities: This task will include the following activities:

- Prepare a presentation summarizing the pilot options
- Mediate a discussion to select the preferred pilot option to move forward
- Develop an understanding of the division of responsibilities for the design/procurement/construction/start-up and operation of the system.

Deliverables:

- MS PowerPoint file delivered prior to the scheduled presentation for Pueblo to review in preparation for the presentation.
- A two-hour workshop will be held to review the packages, and to capture Pueblo staff feedback and preferences.

Assumptions:

- Up to three BC representatives will be in Pueblo in person for the workshop.
- This visit will be used to locate the pilot site.

Phase 400 – Feasibility Analysis

Objective

The objective for this phase is to update the feasibility of Table 10 Alternatives including previous and current pilot test/optimization efforts.

Task 410: Update Table 10 Alternatives

Activities: This task includes the following activities:

- Reviewing and updating the Table 10 alternatives and rankings.
- Incorporating any new or changed technology for selenium and sulfate reduction.
- Including references to technology confirmation work done as part of the DSV.

Deliverables:

- Development of a TM that will include the alternative updates and feasibility costs from Task 420 below.
- A virtual meeting to present the cataloging and summary findings.
- Meeting agenda and meeting minutes

Assumptions:

- Assistance with document discovery and confirmation.
- A virtual kick-off call will be held with stakeholders to discuss the execution of this Phase. Draft TM provided to Pueblo for review and comments.
- Final TM incorporates comments.

Task 420: Feasibility Costs

Activities: This task will include the following activities:

- Using the equipment list developed under task 210, BC will develop factored parametric cost estimates for the two pilot test alternatives.
- Updating feasibility costs to present date considering Engineering News and Record (ENR), RS Means and other cost indices and escalation factors.
- Update and/or complete feasibility analyses for the alternatives.
- Documenting information in the TM

Deliverables:

- Feasibility costs will be included in the TM in Task 410.

Assumptions:

- Cost estimates will be equivalent to an Association for the Advancement Cost Engineers (ACE) comparative Class 5 (+100%,-50%)cost estimate.

Following the completion of Task 400, BC will revisit scope and need for Phase 500-700 to meet the specific needs of the selected option as well as Pueblo's requirements for the division of responsibilities for the remainder of the scope (design/procurement/construction/start-up and operation of the system). The included scope for Phase 500-700 is provided for illustrative purposes only and will be revised and resubmitted to Pueblo following discussions with Pueblo.

Phase 500 – Pilot Test Plan

Objective

The objective of this phase is to develop a pilot plan for the selected option. This plan will include the goals of the testing, the implementation schedule, operational schedule, and analytical schedule. The plan will identify the team members and establish the division of responsibilities for the pilot. The plan will also provide general operational guidelines for the equipment including a seeding and acclimation plan for biological processes.

Activities:

- Develop controls narrative/high-level PID for selected option, if needed
- Prepare draft pilot plan.
- Facilitate a one-hour review call to talk through the details of the draft pilot plan.
- Collect the feedback from this workshop and the Pueblo staff preferences and incorporate them into the final Pilot Plan

Deliverables:

- Draft Pilot Plan in electronic format.
- Final Pilot Plan

Assumptions:

- Draft Review will be conducted virtually
- Pueblo will provide BC one consolidated set of comments following the plan review call.

Phase 600 – Implementation

Objective

After Procurement and Installation of the pilot system, BC will provide start-up support to initiate the test and then will provide onsite support to help Pueblo conduct the pilot tests.

Task 610: Start-Up/Acclimation

Activities:

- Review the installation and verify the unit process layout and piping connections
- Participate in clean water testing to verify the system is functioning properly prior to start-up
- Oversee seeding of bioreactors and start-up of each treatment process.
- Provide daily oversight of the pilot systems.

Assumptions:

- Pueblo will be the owners and operators of the pilot system. BC will provide operational guidance and assistance.
- Pueblo's preferred contractor will procure and install the pilot system based upon the information developed in Phase 200 and 300. BC will provide process support during construction, as needed, but will not report to site until the clean water testing is scheduled to commence.
- Clean Water Testing is assumed to be completed in 4 working days.
- BC will be present for four 10-hour shifts during the Clean Water Testing.
- The start-up/acclimation phase of the system is assumed to last 6 weeks.

- A minimum of 1 BC representative will be onsite for the start-up/acclimation portion of the pilot testing.

Deliverables:

- Weekly email status reports during the start-up and acclimation phase of the pilot.

Task 620: On-Site Support

The objective of this task is to support Pueblo in the implementation of the plan developed in Phase 500. BC will help Pueblo establish SOPs and performance indicators for typical operations with the pilot operators. This will help promote consistent operation of the pilot system. During this period, BC will also work with the pilot operators to establish data collection and reporting systems that will enable Pueblo and BC to assess the system performance against the goals established in Phase 500.

Activities:

- Implement the pilot test plan
- Develop SOPs, system walk-through sheets
- Develop onsite laboratory testing protocols and SOPs
- Establish performance indicators.

Assumptions:

- A minimum of one BC representative will be onsite for one shift per day during the operation of the pilot system. It is assumed that weekends will be treated as half days.
- It is assumed the pilot will operate for a period of six months.

Deliverables:

- Weekly Status Reports

Task 630: Off-Site Support

BC staff including Se removal subject matter experts will review data and provide support to the onsite operational staff.

Activities:

- Onsite BC staff will perform coordination calls with BC subject matter experts as needed.
- BC will coordinate weekly status calls with pilot operators to review pilot operations.

Assumptions:

- It is assumed that the BC onsite staff will hold 2 calls per week with at least 2 additional BC staff. It is assumed up to three BC staff members will spend up to 2 hours each, weekly, reviewing pilot data.

Deliverables:

- Weekly pilot operations review meeting notes

Phase 700 – Pilot Report

Objective

The objective of this phase is to develop a summary report for the pilot test. This report will include the goals of the pilot, a summary of the analytical results of the pilot, a discussion and analysis of the results, recommendations for full-scale implementation, and lessons learned.

Activities:

- Prepare Draft Pilot Report
- Facilitate a one-hour review call to talk through the details of the Draft Pilot Report.
- Collect the feedback from this workshop and the Pueblo staff preferences and incorporate them into the Final Pilot Report

Deliverables:

- Draft Pilot Report in electronic format.
- Final Pilot Report in electronic format

Assumptions:

- Draft Review will be conducted virtually
- Pueblo will provide BC one consolidated set of comments following the report review call.

Schedule 2

Fee Schedule & Identification of Personnel, Subcontractors, and Task Responsibility

Excerpt from Consultant's Proposal dated February 2025, Pages 11

Pueblo Pilot Studies 2025																	
		Kevin Keil	Keli Lambert	Andrew Neuhart	Dominic Pontarolo	Heyward Suber	Jose Jimenez	Tom Sandy	Scott Turner								
Phase	Phase Description									Total Labor Hours	Total Labor Effort	Total ODCs	Total Unit Pricing Effort	Total Sub Cost	Total Expense Cost	Total Expense Effort	Total Effort
		\$269.00	\$137.00	\$269.00	\$229.00	\$295.00	\$305.00	\$305.00	\$247.00								
100	Project Management	66	30	0	0	0	0	0	0	96	21,864	0	0	0	0	0	21,864
****	Default	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
101	Weekly Calls	20	0	0	0	0	0	0	0	20	5,380	0	0	0	0	0	5,380
102	Monthly Invoicing	30	30	0	0	0	0	0	0	60	12,180	0	0	0	0	0	12,180
103	PM Activities	16	0	0	0	0	0	0	0	16	4,304	0	0	0	0	0	4,304
200	Alternatives Summary	16	0	40	40	0	4	24	0	124	32,764	0	0	0	0	0	32,764
****	Default	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
201	Catalog/Update Documents	16	0	40	40	0	4	24	0	124	32,764	0	0	0	0	0	32,764
300	Pilot Alternatives Development	36	0	16	120	40	12	24	0	248	64,248	0	0	0	0	0	64,248
****	Default	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
301	Development Treatment Alternatives	4	0	4	40	10	3	6	0	67	17,007	0	0	0	0	0	17,007
302	Vendor Contacts	4	0	0	20	10	3	6	0	43	11,351	0	0	0	0	0	11,351
303	Schedule Development	4	0	4	40	10	3	6	0	67	17,007	0	0	0	0	0	17,007
304	Screening	24	0	8	20	10	3	6	0	71	18,883	0	0	0	0	0	18,883
400	Feasibility Analysis	32	0	32	80	40	24	32	24	264	70,344	0	0	0	0	0	70,344
****	Default	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
401	Update Table 10 Alternatives	16	0	16	40	20	12	16	0	120	32,208	0	0	0	0	0	32,208
402	Feasibility Costs	16	0	16	40	20	12	16	24	144	38,136	0	0	0	0	0	38,136
GRAND TOTAL		150	30	88	240	80	40	80	24	732	189,220	0	0	0	0	0	189,220

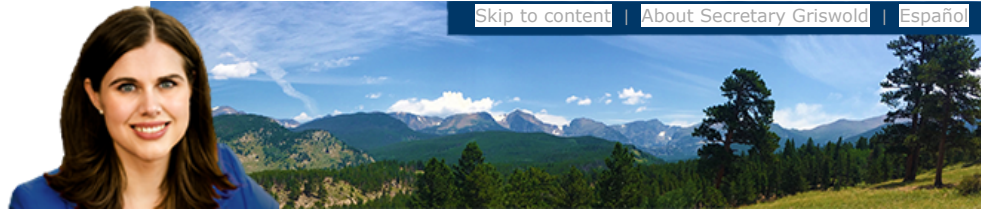
Hours and Dollars are rounded to nearest whole number. To display decimals, change the format of the cells.

Additional Information for Agreement

Certificate of Good Standing

PERA Questionnaire

Insurance Certificate(s) - **to be added prior to signature**



Summary

For this Record...

Filing history and documents
Get a certificate of good standing
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Business Home

Business Information

Business Search

FAQs, Glossary and Information

Details			
Name	BROWN AND CALDWELL, INC.		
Status	Good Standing	Formation date	03/20/1978
ID number	19871067502	Form	Foreign Corporation
Periodic report month	March	Jurisdiction	California
Principal office street address	201 North Civic Drive, Suite 300, Walnut Creek, CA 94596, US		
Principal office mailing address	201 North Civic Drive, Suite 300, Walnut Creek, CA 94596, US		

Registered Agent	
Name	Corporation Service Company
Street address	1900 W Littleton Blvd, Littleton, CO 80120, US
Mailing address	1900 W Littleton Blvd, Littleton, CO 80120, US

- [Filing history and documents](#)
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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,

BROWN AND CALDWELL, INC.

is an entity formed or registered under the law of California, 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 19871067502.

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 @ 08:07:02.

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 @ 08:07:02 in accordance with applicable law. This certificate is assigned Confirmation Number 17101949.



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: Brown and Caldwell
 Authorized Signature:  Title: Managing Director, CS
 Printed Name: Michael J. Thorstenson Date: September 22, 2023



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: April 14, 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 AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$131,214.75 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 25-029, CONCRETE IMPROVEMENTS - GROVE NEIGHBORHOOD (CDBG), SETTING FORTH \$20,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution awarding a construction contract to Cedar Ridge Landscape Inc., for Project No. 25-029, Concrete Improvements - Grove Neighborhood (CDBG).

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of ADA curb ramp and sidewalk improvements to C Street between Santa Fe Avenue and Clark Street.

This Resolution awards the construction contract to Cedar Ridge Landscape, Inc.

FINANCIAL IMPLICATIONS:

Funding (including contingencies), in the amount of \$151,214.75, will be paid from Project Account CD2408, Van Buren Sidewalks - 200 Block

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-029 Bid Summary

RESOLUTION NO. 15946

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$131,214.75 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 25-029, CONCRETE IMPROVEMENTS - GROVE NEIGHBORHOOD (CDBG), SETTING FORTH \$20,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 25-029, Concrete Improvements - Grove Neighborhood (CDBG) have been received and examined; AND,

WHEREAS, the proposal of Cedar Ridge Landscape, Inc., was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 25-029, Concrete Improvements - Grove Neighborhood (CDBG) to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 25-029, Concrete Improvements - Grove Neighborhood (CDBG) to be performed, and the contract for said project is hereby awarded to Cedar Ridge Landscape, Inc., in the amount of \$131,214.75.

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work.....\$20,000.00

SECTION 4.

Funding, in the amount of \$151,214.75 shall be from Project Account CD2408 - Van Buren Sidewalks - 200 Block.

SECTION 5.

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

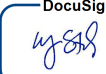
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: April 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



City of Pueblo
Purchasing

Naomi Hedden, Director
230 S. Mechanic St., Pueblo, CO 81003

EVALUATION TABULATION
IFB No. 25-029 (CD2408)
Concrete Improvements - Grove Neighborhood (CDBG)
RESPONSE DEADLINE: March 5, 2025 at 10:30 am
Report Generated: Wednesday, March 5, 2025

SELECTED VENDOR TOTALS

Vendor	Base Bid	Bid Alternate No. 1	Bid Alternate No. 2	Total
Cedar Ridge Landscape, Inc	\$93,936.00	\$37,278.75	\$45,977.25	\$177,192.00
Doug Vaughn, LLC	\$104,406.20	\$53,996.90	\$40,443.60	\$198,846.70
A 5 Construction	\$103,618.50	\$43,360.00	\$53,005.00	\$199,983.50
Lucky Dog Contracting	\$113,510.00	\$48,648.00	\$56,996.50	\$219,154.50
Baha Construction, Inc.	\$138,961.00	\$55,524.50	\$65,590.50	\$260,076.00

EVALUATION TABULATION
 IFB No. 25-029 (CD2408)
 Concrete Improvements - Grove Neighborhood (CDBG)

BASE BID

BASE BID					A 5 Construction		Baha Construction, Inc.		Cedar Ridge Landscape, Inc		Doug Vaughn, LLC		Lucky Dog Contracting	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove Asphalt	1262	S.F.	\$5.00	\$6,310.00	\$3.50	\$4,417.00	\$1.75	\$2,208.50	\$3.00	\$3,786.00	\$3.00	\$3,786.00
X	2	Remove Curb and Gutter	395	L.F.	\$10.00	\$3,950.00	\$12.00	\$4,740.00	\$6.00	\$2,370.00	\$6.00	\$2,370.00	\$12.00	\$4,740.00
X	3	Remove Concrete	2443	S.F.	\$5.00	\$12,215.00	\$4.00	\$9,772.00	\$1.50	\$3,664.50	\$3.00	\$7,329.00	\$3.00	\$7,329.00
X	4	Remove 7" Reinforced Concrete	572	S.F.	\$6.00	\$3,432.00	\$7.00	\$4,004.00	\$2.50	\$1,430.00	\$3.50	\$2,002.00	\$4.00	\$2,288.00
X	5	Construct Curb Head	249	L.F.	\$18.00	\$4,482.00	\$25.00	\$6,225.00	\$18.00	\$4,482.00	\$20.00	\$4,980.00	\$16.00	\$3,984.00
X	6	Construct Curb and Gutter	376	L.F.	\$38.00	\$14,288.00	\$42.00	\$15,792.00	\$38.00	\$14,288.00	\$30.00	\$11,280.00	\$48.00	\$18,048.00
X	7	Construct 4" Concrete	2628	S.F.	\$8.50	\$22,338.00	\$12.00	\$31,536.00	\$8.50	\$22,338.00	\$6.90	\$18,133.20	\$10.50	\$27,594.00
X	8	Construct 6" Concrete	1157	S.F.	\$9.50	\$10,991.50	\$14.00	\$16,198.00	\$12.00	\$13,884.00	\$8.00	\$9,256.00	\$12.00	\$13,884.00
X	9	Construct 7" Reinforced Concrete	572	S.F.	\$11.00	\$6,292.00	\$16.00	\$9,152.00	\$15.00	\$8,580.00	\$15.00	\$8,580.00	\$16.00	\$9,152.00

EVALUATION TABULATION
 IFB No. 25-029 (CD2408)
 Concrete Improvements - Grove Neighborhood (CDBG)

BASE BID					A 5 Construction		Baha Construction, Inc.		Cedar Ridge Landscape, Inc		Doug Vaughn, LLC		Lucky Dog Contracting	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	10	Construct Asphalt Roadway Patch	830	S.F.	\$10.00	\$8,300.00	\$15.00	\$12,450.00	\$9.00	\$7,470.00	\$9.00	\$7,470.00	\$12.00	\$9,960.00
X	11	Install Gravel	217	S.F.	\$6.00	\$1,302.00	\$5.00	\$1,085.00	\$3.00	\$651.00	\$60.00	\$13,020.00	\$5.00	\$1,085.00
X	12	Install 24" X 24" Tactile Bands	24	EA.	\$150.00	\$3,600.00	\$300.00	\$7,200.00	\$270.00	\$6,480.00	\$140.00	\$3,360.00	\$275.00	\$6,600.00
X	13	Relocate Sign	1	EA.	\$150.00	\$150.00	\$250.00	\$250.00	\$50.00	\$50.00	\$300.00	\$300.00	\$300.00	\$300.00
X	14	Install Class 6 Backfill	4	TON	\$55.00	\$220.00	\$85.00	\$340.00	\$55.00	\$220.00	\$60.00	\$240.00	\$65.00	\$260.00
X	15	Mobilization	1	LS	\$1,499.00	\$1,499.00	\$9,300.00	\$9,300.00	\$3,620.00	\$3,620.00	\$8,000.00	\$8,000.00	\$1,500.00	\$1,500.00
X	16	Erosion and Sediment Control	1	LS	\$750.00	\$750.00	\$1,500.00	\$1,500.00	\$400.00	\$400.00	\$300.00	\$300.00	\$500.00	\$500.00
X	17	Traffic Control	1	LS	\$3,499.00	\$3,499.00	\$5,000.00	\$5,000.00	\$1,800.00	\$1,800.00	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00
Total						\$103,618.50		\$138,961.00		\$93,936.00		\$104,406.20		\$113,510.00

EVALUATION TABULATION
 IFB No. 25-029 (CD2408)
 Concrete Improvements - Grove Neighborhood (CDBG)

BID ALTERNATE NO. 1

BID ALTERNATE NO. 1					A 5 Construction		Baha Construction, Inc.		Cedar Ridge Landscape, Inc		Doug Vaughn, LLC		Lucky Dog Contracting	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove Asphalt	421	S.F.	\$5.00	\$2,105.00	\$3.50	\$1,473.50	\$1.75	\$736.75	\$3.00	\$1,263.00	\$3.00	\$1,263.00
X	2	Remove Curb and Gutter	198	L.F.	\$10.00	\$1,980.00	\$12.00	\$2,376.00	\$6.00	\$1,188.00	\$6.00	\$1,188.00	\$12.00	\$2,376.00
X	3	Remove Concrete	1321	S.F.	\$4.00	\$5,284.00	\$4.00	\$5,284.00	\$1.50	\$1,981.50	\$3.00	\$3,963.00	\$3.00	\$3,963.00
X	4	Remove 7" Reinforced Concrete	161	S.F.	\$6.00	\$966.00	\$7.00	\$1,127.00	\$2.50	\$402.50	\$3.50	\$563.50	\$4.00	\$644.00
X	5	Construct Curb Head	82	L.F.	\$18.00	\$1,476.00	\$25.00	\$2,050.00	\$18.00	\$1,476.00	\$20.00	\$1,640.00	\$16.00	\$1,312.00
X	6	Construct Curb and Gutter	198	L.F.	\$36.00	\$7,128.00	\$42.00	\$8,316.00	\$38.00	\$7,524.00	\$30.00	\$5,940.00	\$48.00	\$9,504.00
X	7	Construct 4" Concrete	666	S.F.	\$8.00	\$5,328.00	\$12.00	\$7,992.00	\$8.50	\$5,661.00	\$6.90	\$4,595.40	\$10.50	\$6,993.00
X	8	Construct 6" Concrete	455	S.F.	\$9.00	\$4,095.00	\$14.00	\$6,370.00	\$12.00	\$5,460.00	\$8.00	\$3,640.00	\$12.00	\$5,460.00
X	9	Construct 7" Reinforced Concrete	161	S.F.	\$11.00	\$1,771.00	\$16.00	\$2,576.00	\$15.00	\$2,415.00	\$15.00	\$2,415.00	\$16.00	\$2,576.00

EVALUATION TABULATION
 IFB No. 25-029 (CD2408)
 Concrete Improvements - Grove Neighborhood (CDBG)

BID ALTERNATE NO. 1					A 5 Construction		Baha Construction, Inc.		Cedar Ridge Landscape, Inc		Doug Vaughn, LLC		Lucky Dog Contracting		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
X	10	Construct Asphalt Roadway Patch	421	S.F.	\$11.00	\$4,631.00	\$15.00	\$6,315.00	\$9.00	\$3,789.00	\$9.00	\$3,789.00	\$12.00	\$5,052.00	
X	11	Install Gravel	315	S.F.	\$6.00	\$1,890.00	\$5.00	\$1,575.00	\$3.00	\$945.00	\$60.00	\$18,900.00	\$5.00	\$1,575.00	
X	12	Install 24" X 24" Tactile Bands	12	EA.	\$150.00	\$1,800.00	\$300.00	\$3,600.00	\$270.00	\$3,240.00	\$140.00	\$1,680.00	\$275.00	\$3,300.00	
X	13	Install Class 6 Backfill	2	TONS	\$79.00	\$158.00	\$85.00	\$170.00	\$55.00	\$110.00	\$60.00	\$120.00	\$65.00	\$130.00	
X	14	Mobilization	1	LS	\$1,500.00	\$1,500.00	\$3,700.00	\$3,700.00	\$1,400.00	\$1,400.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	
X	15	Erosion and Sediment Control	1	LS	\$750.00	\$750.00	\$800.00	\$800.00	\$150.00	\$150.00	\$300.00	\$300.00	\$500.00	\$500.00	
X	16	Traffic Control	1	LS	\$2,498.00	\$2,498.00	\$1,800.00	\$1,800.00	\$800.00	\$800.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	
Total							\$43,360.00		\$55,524.50		\$37,278.75		\$53,996.90		\$48,648.00

EVALUATION TABULATION
 IFB No. 25-029 (CD2408)
 Concrete Improvements - Grove Neighborhood (CDBG)

BID ALTERNATE NO. 2

BID ALTERNATE NO. 2					A 5 Construction		Baha Construction, Inc.		Cedar Ridge Landscape, Inc		Doug Vaughn, LLC		Lucky Dog Contracting	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove Asphalt	2249	S.F.	\$5.00	\$11,245.00	\$3.50	\$7,871.50	\$1.75	\$3,935.75	\$3.00	\$6,747.00	\$3.00	\$6,747.00
X	2	Remove Curb and Gutter	74	L.F.	\$10.00	\$740.00	\$12.00	\$888.00	\$6.00	\$444.00	\$6.00	\$444.00	\$12.00	\$888.00
X	3	Remove Concrete	626	S.F.	\$4.00	\$2,504.00	\$4.00	\$2,504.00	\$1.50	\$939.00	\$3.00	\$1,878.00	\$3.00	\$1,878.00
X	4	Remove 7" Reinforced Concrete	91	S.F.	\$6.00	\$546.00	\$7.00	\$637.00	\$2.50	\$227.50	\$3.50	\$318.50	\$4.00	\$364.00
X	5	Construct 2" Asphalt Patch	537	S.F.	\$9.00	\$4,833.00	\$13.00	\$6,981.00	\$6.50	\$3,490.50	\$5.00	\$2,685.00	\$12.00	\$6,444.00
X	6	Construct Curb and Gutter	74	L.F.	\$38.00	\$2,812.00	\$42.00	\$3,108.00	\$38.00	\$2,812.00	\$30.00	\$2,220.00	\$48.00	\$3,552.00
X	7	Construct 4" Concrete	239	S.F.	\$8.00	\$1,912.00	\$12.00	\$2,868.00	\$8.50	\$2,031.50	\$6.90	\$1,649.10	\$10.50	\$2,509.50
X	8	Construct 6" Concrete	1890	S.F.	\$9.00	\$17,010.00	\$14.00	\$26,460.00	\$12.00	\$22,680.00	\$8.00	\$15,120.00	\$12.00	\$22,680.00
X	9	Construct 7" Reinforced Concrete	298	S.F.	\$11.00	\$3,278.00	\$16.00	\$4,768.00	\$15.00	\$4,470.00	\$15.00	\$4,470.00	\$16.00	\$4,768.00

EVALUATION TABULATION
 IFB No. 25-029 (CD2408)
 Concrete Improvements - Grove Neighborhood (CDBG)

BID ALTERNATE NO. 2					A 5 Construction		Baha Construction, Inc.		Cedar Ridge Landscape, Inc		Doug Vaughn, LLC		Lucky Dog Contracting	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	10	Construct Asphalt Roadway Patch	148	S.F.	\$12.00	\$1,776.00	\$15.00	\$2,220.00	\$9.00	\$1,332.00	\$9.00	\$1,332.00	\$12.00	\$1,776.00
X	11	Install 24" X 24" Tactile Bands	3	EA.	\$150.00	\$450.00	\$300.00	\$900.00	\$270.00	\$810.00	\$140.00	\$420.00	\$275.00	\$825.00
X	12	Install Class 6 Backfill	1	TONS	\$150.00	\$150.00	\$85.00	\$85.00	\$55.00	\$55.00	\$60.00	\$60.00	\$65.00	\$65.00
X	13	Mobilization	1	LS	\$1,500.00	\$1,500.00	\$4,500.00	\$4,500.00	\$1,750.00	\$1,750.00	\$1,800.00	\$1,800.00	\$1,500.00	\$1,500.00
X	14	Erosion and Sediment Control	1	LS	\$749.00	\$749.00	\$800.00	\$800.00	\$200.00	\$200.00	\$300.00	\$300.00	\$500.00	\$500.00
X	15	Traffic Control	1	LS	\$3,500.00	\$3,500.00	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00
Total						\$53,005.00		\$65,590.50		\$45,977.25		\$40,443.60		\$56,996.50

EVALUATION TABULATION
 IFB No. 25-029 (CD2408)
 Concrete Improvements - Grove Neighborhood (CDBG)

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	A 5 Construction	Baha Construction, Inc.	Cedar Ridge Landscape, Inc	Doug Vaughn, LLC	Lucky Dog Contracting
BID GUARANTEE	Pass	Pass	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass
SAM.gov REGISTRATION	Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS					
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass
PERFORMANCE OF WORK REQUIREMENT:	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENT OF PREVAILING WAGES & ADDITIONAL WAGE CLASSIFICATION RESPONSIBILITY	Pass	Pass	Pass	Pass	Pass
CERTIFICATION OF NONSEGREGATED FACILITIES	Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	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	Pass
Convicted under state or federal statutes	Pass	Pass	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass	Pass	Pass

EVALUATION TABULATION
 IFB No. 25-029 (CD2408)
 Concrete Improvements - Grove Neighborhood (CDBG)

Question Title	A 5 Construction	Baha Construction, Inc.	Cedar Ridge Landscape, Inc	Doug Vaughn, LLC	Lucky Dog Contracting
Unlicensed	Pass	Pass	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass	Pass	Pass
Section 3 Forms					
Section 3 Form S3a Section 3 Compliance	Pass	Fail	Pass	Pass	Pass
Section 3 Form S3e Business Certification	Pass	Pass	Pass	Pass	Pass



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: April 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$82,813.00 TO FRPHI HYDRONICS LLC AND SETTING FORTH \$5,000.00 FOR CONTINGENCIES, FOR PROJECT NO. 25-034 REMOVAL AND REPLACEMENT OF HEATER FOR CITY PARK POOL AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

SUMMARY:

Attached is a Resolution awarding a construction contract to FRPHI Hydronics, LLC for Project No. 25-034 Removal and Replacement of Heater for City Park Pool.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

Earlier this year, the City advertised competitive bids to replace the existing pool heater at City Park Pool. The heater currently in operation at City Park Pool was installed in 2003 and has been showing signs of failing the past couple of seasons. Life expectancy for commercial gas pool heaters ranges from 10 to 15 years.

FINANCIAL IMPLICATIONS:

The total project cost is \$82,813.00 with a contingency of \$5,000.00. Funding for this project is available in Capital Project No. CI2419 – Swimming Pool Upgrades (\$47,523) and LT1904 – Swimming Pool Upgrades (\$51,159).

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

The City will not be able to replace the City Park Pool heater if this Resolution is not approved which would result in the pool not opening for the upcoming summer season.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-034 Bid Summary

RESOLUTION NO. 15947

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$82,813.00 TO FRPHI HYDRONICS LLC AND SETTING FORTH \$5,000.00 FOR CONTINGENCIES, FOR PROJECT NO. 25-034 REMOVAL AND REPLACEMENT OF HEATER FOR CITY PARK POOL AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

A contract for Project 25-034 Removal and Replacement of Heater for City Park Pool is hereby awarded to said bidder for a total amount of \$82.813.00.

SECTION 2.

Funds in the amount of \$82,813.00 shall be available from Capital Project CI2419 – Swimming Pool Upgrades and LT1904 - Swimming Pool Upgrades.

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.

SECTION 4.

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

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: April 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



EVALUATION TABULATION
 IFB No. 25-034
Removal and Replacement of Heater for City Park Pool
 RESPONSE DEADLINE: April 3, 2025 at 10:00 am
 Report Generated: Thursday, April 3, 2025

SELECTED VENDOR TOTALS

Vendor	Total
FRPHI Hydronics, LLC	\$82,813.00
Mike's Plumbing and Heating LLC	\$86,000.00

TABLE 1

				FRPHI Hydronics, LLC	Mike's Plumbing and Heating LLC
Selected	Line Item	Description	Unit of Measure	Unit Cost	Unit Cost
X	1	Grand Total Bid for removal of existing pool heater, supply of new pool heater/Equipment (as approved by City), installation of pool heater/Equipment, and all other work necessary to complete this project as outlined in this IFB.	Lump Sum	\$82,813.00	\$86,000.00
Total				\$82,813.00	\$86,000.00



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: April 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief

SUBJECT: A RESOLUTION APPROVING AND ACCEPTING AN ANONYMOUS DONATION FOR BALLISTIC GEAR UP TO \$60,000 TO THE PUEBLO FIRE DEPARTMENT AND ESTABLISHING PROJECT NO. CO2501 FOR DONATION EXPENSES

SUMMARY:

The approved grant is for improved safety of firefighters while responding to potential shootings. Response with the donation will be used for the purchase of tactical gear to include ballistic vests with plates and helmets. This will improve customer service to the community, as well as improve safety and response for firefighters.

PREVIOUS COUNCIL ACTION:

N/A

BACKGROUND:

The purpose of this grant is to provide tactical gear to crews.

FINANCIAL IMPLICATIONS:

There is no cost to the city.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15948

A RESOLUTION APPROVING AND ACCEPTING AN ANONYMOUS DONATION FOR BALLISTIC GEAR UP TO \$60,000 TO THE PUEBLO FIRE DEPARTMENT AND ESTABLISHING PROJECT NO. CO2501 FOR DONATION EXPENSES

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City accepts for the use and benefit of the Pueblo Fire Department the donation of \$60,000 for ballistic equipment from anonymous donor. The funds shall be accepted into Project No. CO2501.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: April 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



April 3, 2025
Pueblo City Council
1 City Hall Place,
Pueblo, CO 81003

Honorable Council Members;

We recently learned about a violent incident in Pueblo, Colorado, on March 18, 2025, involving an officer-involved shooting that resulted in serious, life threatening injuries to three officers from the Pueblo Police Department. During this event, Pueblo firefighters were called to provide emergency medical services in an "officer down" situation. The responding firefighters bravely entered the line of fire without hesitation or body armor, risking their own lives to save the officer.

In response to this event, Roever Foundation felt compelled to support Local 3 by providing much-needed safety gear for future situations. We honor their commitment to the safety of others and want to do everything we can to keep them safe in return. Please consider this letter as our firm commitment to supply 33 full sets of body armor. We are working closely with Warrior Kit in Pueblo West to order the gear, and have attached an itemized invoice detailing the make and model numbers for your reference.

We look forward to partnering with Local 3 and the City of Pueblo in this endeavor.

In solidarity,

Dave Roever
Founder/President of Roever Foundation



1687 W Acomita Dr
Pueblo West, CO 81007

Estimate

Date	Estimate #
3/31/2025	WKE25-100
Rep	
John Schaerfl	
E-mail	
john@warriorkit.com	

Name / Address
Pueblo City Fire Department 1551 Bonaforte Blvd. Pueblo CO 81001 ATTN: Jake Alfonso

Project

Description	Qty	Rate	Total
PCZ600BV0J FRK 360 plate carrier with MOLLE cummerbund MSRP: \$395.00 NASPO/CO contract: \$221.20	33	215.00	7,095.00
CM3B25BS0H Cummerbund armor with BII-5 ballistics MSRP: \$411.00 NASPO/CO contract: \$230.16	33	220.00	7,260.00
PLT1080002 10800-02 SA4 PLATE 10800 10X12 SHOOTER'S CUT NIJ Level IV Rifle Plate MSRP: \$386.00 NASPO/CO contract: \$216.16	66	195.00	12,870.00

Thank you for allowing Warrior Kit the opportunity to provide you with protective equipment. We appreciate it very much!	Total
--	--------------

Phone #	Web Site
(505) 690-7082	www.warriorkit.com

Customer Signature: _____



1687 W Acomita Dr
Pueblo West, CO 81007

Estimate

Date	Estimate #
3/31/2025	WKE25-100
Rep	
John Schaeferl	
E-mail	
john@warriorkit.com	

Name / Address
Pueblo City Fire Department 1551 Boneforte Blvd. Pueblo CO 81001 ATTN: Jake Alfonso

Project

Description	Qty	Rate	Total
HLMBOAMM00 MICH MID CUT W/ 7-PAD SYSTEM & DIAL HARNESS (M-L) BALLISTIC HELMET MSRP: \$777.00 NASPO/CO contract: \$435.12 shipping included All pricing below current (2025) NASPO Master Agreement Number: 164719	33	420.00	13,860.00

Thank you for allowing Warrior Kit the opportunity to provide you with protective equipment. We appreciate it very much!	Total	\$41,085.00
--	--------------	--------------------

Phone #	Web Site
(505) 690-7082	www.warriorkit.com

Customer Signature: _____

HARD ARMOR PLATES

Model 10800 – NIJ 0101.06 Level IV Stand Alone Plate

We offer several types of Hard Armor Plates capable of defeating high-powered Level III & IV rifle rounds either in combination with soft body armor systems or as a stand-alone. These plates are available in a choice of two shapes (full-size or shooter's cut), designed to meet your individual needs for comfort and function. Additional options include the choice of ultra-light polyethylene or ceramic plates which will affect weight and thinness.



Curvature: Single Curve
 Construction: Ceramic/Composite
 Thickness: 1"

Sizes	Shape	Weight
8" x 10"	Comfort Cut	4.9 lbs.
8" x 10"	Full Size	6.5 lbs.
10" x 12"	Comfort Cut	7.8 lbs.
10" x 12"	Full Size	9.4 lbs.
6" x 8"	Full Size	3.3 lbs.
6" x 6"	Full Size	2.5 lbs.

BALLISTIC PERFORMANCE

- Rounds defeated:
- 7.62 x 63mm(.30-06-CAL) 166-grain APM2
 - 5.56 x 45mm M855
 - 7.62 x 39mm PS BALL/MSB
 - 7.62 x 39mm API BZ

*All weights are approximate



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: April 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$33,895.00 TO FRPHI ECS & LANDSCAPING, INC. AND SETTING FORTH \$3,400.00 FOR CONTINGENCIES, FOR PROJECT NO. 25-025A MITCHELL PARK POOL SAND FILTRATION SYSTEM REPLACEMENT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution awarding a construction contract to FRPHI ECS & Landscaping, Inc. for Project No. 25-025A Mitchell Park Pool Sand Filtration System Replacement.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

Earlier this year, the City advertised for competitive bids to replace the existing sand filtration system at the Mitchell Park Pool. The sand filter currently in operation at Mitchell Park Pool was installed prior to 1999 and has been showing signs of failing the past couple of seasons. Life expectancy for commercial pool sand filters ranges from 10 to 20 years.

FINANCIAL IMPLICATIONS:

The total project cost is \$33,895.00 with a contingency of \$3,400.00. Funding for this project is available in Capital Project No. C12417 – Swimming Pool Replace Mitchell in the amount of \$75,000.00.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

The City will not be able to replace the Mitchell Park Pool filtration system if this Resolution is not approved which would result in the pool not opening for the upcoming summer season.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-025A Bid Summary

RESOLUTION NO. 15949

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$33,895.00 TO FRPHI ECS & LANDSCAPING, INC. AND SETTING FORTH \$3,400.00 FOR CONTINGENCIES, FOR PROJECT NO. 25-025A MITCHELL PARK POOL SAND FILTRATION SYSTEM REPLACEMENT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

A contract for Project 25-025A Mitchell Park Pool Sand Filtration System Replacement is hereby awarded to said bidder for a total amount of \$33,895.00.

SECTION 2.

Funds in the amount of \$33,895.00 shall be available from Capital Project CI2417 – Swimming Pool Replace Mitchell.

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.

SECTION 4.

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

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: April 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



EVALUATION TABULATION
 IFB No. 25-025A
Mitchel Park Pool Sand Filtration System
 RESPONSE DEADLINE: March 25, 2025 at 10:30 am
 Report Generated: Tuesday, March 25, 2025

SELECTED VENDOR TOTALS

Vendor	Total
FRPHI ECS & Landscaping, Inc.	\$33,895.00
RK Water	\$50,740.00

TABLE 1

				FRPHI ECS & Landscaping, Inc.	RK Water
Selected	Line Item	Description	Unit of Measure	Unit Cost	Unit Cost
X	1	Grand Total Bid for removal of existing sand filtration system, supply of new sand filtration system/Equipment and media (as approved by City), installation of new sand filtration system/Equipment, and all other work necessary to complete this project as outlined in this IFB.	Lump Sum	\$33,895.00	\$50,740.00
Total				\$33,895.00	\$50,740.00

VENDOR QUESTIONNAIRE PASS/FAIL

	Question Title	FRPHI ECS & Landscaping, Inc.	RK Water
-	Attended Mandatory Pre-Bid For Bid 25-025	Pass	Pass
1	BID GUARANTEE	Pass	Pass
2	CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass
3	NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass
4	Specifications, Descriptive Literature, and Warranty Information	Review Response	Review Response
5	Completion of Work	Yes	No
5.1	Notes Regarding Completion	n/a	Review Response
	ACKNOWLEDGEMENTS		
6.1	AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass
6.2	INSURANCE REQUIREMENTS	Pass	Pass
6.3	COLORADO LABOR REQUIREMENT:	Pass	Pass
6.4	SALES AND/OR USE TAX INFORMATION	Pass	Pass
	Has/is this firm or any officer or partner of this firm:		
7.1	Convicted of a criminal offense	Pass	Pass
7.2	Convicted under state or federal statutes	Pass	Pass
7.3	Convicted under state or federal antitrust statutes	Pass	Pass
7.4	Failed to perform	Pass	Pass
7.5	Suspension or Debarment	Pass	Pass
7.6	Unqualified	Pass	Pass
7.7	Unlicensed	Pass	Pass
7.8	Delinquent	Pass	Pass
7.9	Confirmation	Pass	Pass



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: April 14, 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 AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$52,029 TO WICKED OUTLAW CONSTRUCTION, FOR PROJECT NO. 25-028, CONCRETE IMPROVEMENTS - 1100 BLOCK CRYSTAL PLACE (CDBG), SETTING FORTH \$8,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to Wicked Outlaw Construction, for Project No. 25-028, Concrete Improvements - 1100 Block Crystal Place (CDBG).

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of ADA curb ramp and sidewalk improvements to Crystal Place between Lake Avenue and the Bessemer Ditch.

This Resolution awards the construction contract to Wicked Outlaw Construction.

FINANCIAL IMPLICATIONS:

Funding (including contingencies), in the amount of \$60,029, will be paid from Project Account CD2407, Orman Sidewalks - 1600 Block.

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-028 Bid Summary

RESOLUTION NO. 15950

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$52,029 TO WICKED OUTLAW CONSTRUCTION, FOR PROJECT NO. 25-028, CONCRETE IMPROVEMENTS - 1100 BLOCK CRYSTAL PLACE (CDBG), SETTING FORTH \$8,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 25-028, Concrete Improvements - 1100 Block Crystal Place (CDBG) have been received and examined; AND,

WHEREAS, the proposal of Wicked Outlaw Construction, was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 25-028, Concrete Improvements - 1100 Block Crystal Place (CDBG) to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 25-028, Concrete Improvements - 1100 Block Crystal Place (CDBG) to be performed, and the contract for said project is hereby awarded to Wicked Outlaw Construction, in the amount of \$52,029.

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work.....\$8,000.00

SECTION 4.

Funding, in the amount of \$60,029 shall be from Project Account CD2407 - Orman Sidewalks - 1600 Block.

SECTION 5.

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

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: April 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



EVALUATION TABULATION
IFB No. 25-028 (CD2407)
Concrete Improvements - 1100 Block Crystal Place (CDBG)
RESPONSE DEADLINE: March 5, 2025 at 10:00 am
Report Generated: Wednesday, March 5, 2025

VENDOR TOTALS

Vendor	Total
Wicked Outlaw Construction	\$52,029.00
Doug Vaughn, LLC	\$60,586.50
Cedar Ridge Landscape, Inc	\$65,804.25
A 5 Construction	\$67,608.00
Lucky Dog Contracting	\$78,884.00
Baha Construction, Inc.	\$93,847.50

EVALUATION TABULATION
 IFB No. 25-028 (CD2407)
 Concrete Improvements - 1100 Block Crystal Place (CDBG)

BASE BID (Table 1 of 2)

BASE BID					A 5 Construction		Baha Construction, Inc.		Cedar Ridge Landscape, Inc		Doug Vaughn, LLC		Lucky Dog Contracting	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove Curb and Gutter	123	L.F.	\$9.00	\$1,107.00	\$12.00	\$1,476.00	\$6.00	\$738.00	\$5.00	\$615.00	\$12.00	\$1,476.00
X	2	Remove Concrete	1788	S.F.	\$4.00	\$7,152.00	\$4.00	\$7,152.00	\$1.50	\$2,682.00	\$2.75	\$4,917.00	\$3.00	\$5,364.00
X	3	Remove Asphalt Roadway	315	S.F.	\$5.00	\$1,575.00	\$3.50	\$1,102.50	\$1.75	\$551.25	\$2.50	\$787.50	\$3.00	\$945.00
X	4	Remove Reinforced Concrete	96	S.F.	\$6.00	\$576.00	\$7.00	\$672.00	\$2.50	\$240.00	\$3.50	\$336.00	\$4.00	\$384.00
X	5	Remove Flagstone	20	S.F.	\$5.00	\$100.00	\$8.00	\$160.00	\$2.00	\$40.00	\$3.50	\$70.00	\$4.00	\$80.00
X	6	Remove Brick Pavers	250	S.F.	\$2.00	\$500.00	\$3.00	\$750.00	\$2.50	\$625.00	\$2.50	\$625.00	\$4.00	\$1,000.00
X	7	Construct Curb and Gutter	123	L.F.	\$38.00	\$4,674.00	\$42.00	\$5,166.00	\$38.00	\$4,674.00	\$30.00	\$3,690.00	\$48.00	\$5,904.00
X	8	Construct 4" Concrete	3280	S.F.	\$8.00	\$26,240.00	\$12.00	\$39,360.00	\$8.50	\$27,880.00	\$6.90	\$22,632.00	\$10.50	\$34,440.00
X	9	Construct 6" Concrete	993	S.F.	\$9.00	\$8,937.00	\$14.00	\$13,902.00	\$12.00	\$11,916.00	\$8.00	\$7,944.00	\$12.00	\$11,916.00
X	10	Construct 7" Reinforced Concrete	232	S.F.	\$11.00	\$2,552.00	\$16.00	\$3,712.00	\$15.00	\$3,480.00	\$15.00	\$3,480.00	\$16.00	\$3,712.00

EVALUATION TABULATION
 IFB No. 25-028 (CD2407)
 Concrete Improvements - 1100 Block Crystal Place (CDBG)

BASE BID					A 5 Construction		Baha Construction, Inc.		Cedar Ridge Landscape, Inc		Doug Vaughn, LLC		Lucky Dog Contracting	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	11	Construct Asphalt Roadway Patch	315	S.F.	\$11.00	\$3,465.00	\$15.00	\$4,725.00	\$9.00	\$2,835.00	\$9.00	\$2,835.00	\$12.00	\$3,780.00
X	12	Construct Curb Head	103	L.F.	\$18.00	\$1,854.00	\$25.00	\$2,575.00	\$18.00	\$1,854.00	\$20.00	\$2,060.00	\$16.00	\$1,648.00
X	13	Install Landscape Rock	48	S.F.	\$14.00	\$672.00	\$5.00	\$240.00	\$3.00	\$144.00	\$10.00	\$480.00	\$5.00	\$240.00
X	14	Install 24" X 30" Tactile Bands	12	EA.	\$165.00	\$1,980.00	\$300.00	\$3,600.00	\$270.00	\$3,240.00	\$160.00	\$1,920.00	\$275.00	\$3,300.00
X	15	Install Class 6 Backfill	3	TONS	\$75.00	\$225.00	\$85.00	\$255.00	\$55.00	\$165.00	\$65.00	\$195.00	\$65.00	\$195.00
X	16	Mobiliazaiton	1	LS	\$2,000.00	\$2,000.00	\$6,300.00	\$6,300.00	\$2,640.00	\$2,640.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00
X	17	Erosion and Sediment Control	1	LS	\$500.00	\$500.00	\$700.00	\$700.00	\$300.00	\$300.00	\$300.00	\$300.00	\$500.00	\$500.00
X	18	Traffic Control	1	LS	\$3,499.00	\$3,499.00	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00	\$2,700.00	\$2,700.00	\$2,500.00	\$2,500.00
Total						\$67,608.00		\$93,847.50		\$65,804.25		\$60,586.50		\$78,884.00

EVALUATION TABULATION
 IFB No. 25-028 (CD2407)
 Concrete Improvements - 1100 Block Crystal Place (CDBG)

BASE BID (Table 2 of 2)

BASE BID					Wicked Outlaw Construction	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	Remove Curb and Gutter	123	L.F.	\$4.00	\$492.00
X	2	Remove Concrete	1788	S.F.	\$3.00	\$5,364.00
X	3	Remove Asphalt Roadway	315	S.F.	\$3.00	\$945.00
X	4	Remove Reinforced Concrete	96	S.F.	\$5.00	\$480.00
X	5	Remove Flagstone	20	S.F.	\$2.00	\$40.00
X	6	Remove Brick Pavers	250	S.F.	\$2.00	\$500.00
X	7	Construct Curb and Gutter	123	L.F.	\$30.00	\$3,690.00
X	8	Construct 4" Concrete	3280	S.F.	\$5.00	\$16,400.00
X	9	Construct 6" Concrete	993	S.F.	\$9.00	\$8,937.00
X	10	Construct 7" Reinforced Concrete	232	S.F.	\$14.00	\$3,248.00
X	11	Construct Asphalt Roadway Patch	315	S.F.	\$12.00	\$3,780.00
X	12	Construct Curb Head	103	L.F.	\$14.00	\$1,442.00
X	13	Install Landscape Rock	48	S.F.	\$3.00	\$144.00
X	14	Install 24" X 30" Tactile Bands	12	EA.	\$160.00	\$1,920.00

EVALUATION TABULATION

IFB No. 25-028 (CD2407)

Concrete Improvements - 1100 Block Crystal Place (CDBG)

BASE BID					Wicked Outlaw Construction	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	15	Install Class 6 Backfill	3	TONS	\$49.00	\$147.00
X	16	Mobiliazaiton	1	LS	\$500.00	\$500.00
X	17	Erosion and Sediment Control	1	LS	\$2,000.00	\$2,000.00
X	18	Traffic Control	1	LS	\$2,000.00	\$2,000.00
Total						\$52,029.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	A 5 Construction	Baha Construction, Inc.	Cedar Ridge Landscape, Inc	Doug Vaughn, LLC	Lucky Dog Contracting	Wicked Outlaw Construction
BID GUARANTEE	Pass	Pass	Pass	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass
SAM.gov REGISTRATION	Pass	Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS						
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass
PERFORMANCE OF WORK REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENT OF PREVAILING WAGES & ADDITIONAL WAGE CLASSIFICATION RESPONSIBILITY	Pass	Pass	Pass	Pass	Pass	Pass
CERTIFICATION OF NONSEGREGATED FACILITIES	Pass	Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	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	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	Pass	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass	Pass	Pass	Pass

EVALUATION TABULATION

IFB No. 25-028 (CD2407)

Concrete Improvements - 1100 Block Crystal Place (CDBG)

Question Title	A 5 Construction	Baha Construction, Inc.	Cedar Ridge Landscape, Inc	Doug Vaughn, LLC	Lucky Dog Contracting	Wicked Outlaw Construction
Unlicensed	Pass	Pass	Pass	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass	Pass	Pass	Pass
Section 3 Forms						
Section 3 Form S3a Section 3 Compliance	Pass	Fail	Pass	Pass	Pass	Pass
Section 3 Form S3e Business Certification	Pass	Pass	Pass	Pass	Pass	Pass



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: April 14, 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 AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$25,492.30 TO BALANCE CONCRETE, LLC. FOR PROJECT NO. 25-018, CONCRETE IMPROVEMENTS - 4051 NORTH PEAKVIEW DRIVE, SETTING FORTH \$5,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a Construction Contract to Balance Concrete, LLC for Project No. 25-018, Concrete Improvements - 4051 North Peakview Drive.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of the removal and installation of curb & gutter, sidewalk, driveway and asphalt patching along North Peakview Drive

This Resolution awards the construction contract to Balance Concrete, LLC.

FINANCIAL IMPLICATIONS:

Funding, including contingencies, in the amount of \$30,492.30 will be paid from Project Account CI2415, Street Rehabilitation.

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-018 Bid Summary

RESOLUTION NO. 15951

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$25,492.30 TO BALANCE CONCRETE, LLC. FOR PROJECT NO. 25-018, CONCRETE IMPROVEMENTS - 4051 NORTH PEAKVIEW DRIVE, SETTING FORTH \$5,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 25-018, Concrete Improvements - 4051 North Peakview Drive have been received and examined; AND,

WHEREAS, the proposal of Balance Concrete, LLC was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 25-018, Concrete Improvements - 4051 North Peakview Drive to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 25-018, Concrete Improvements - 4051 North Peakview Drive to be performed, and the contract for said project is hereby awarded to Balance Concrete, LLC in the amount of \$25,492.30

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work.....\$5,000.00

SECTION 4.

Funds in the amount of \$30,492.30, for the contract and contingencies, shall be from Project Account CI2415, Street Rehabilitation.

SECTION 5.

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

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: April 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



EVALUATION TABULATION
IFB No. 25-018 (CI2415)
Concrete Improvements - 4051 North Peakview Drive
RESPONSE DEADLINE: April 2, 2025 at 10:00 am
Report Generated: Thursday, April 3, 2025

VENDOR TOTALS

Vendor	Total
Balance Concrete LLC	\$25,492.30
Cornejo Materials	\$26,328.80
Doug Vaughn, LLC	\$26,564.55
R.D.R Construction	\$30,361.00
Wicked Outlaw Construction	\$30,704.50
A 5 Construction	\$33,818.00
Cedar Ridge Landscape, Inc	\$34,235.00
Ability Design Build LLC	\$58,440.00

EVALUATION TABULATION
 IFB No. 25-018 (CI2415)
 Concrete Improvements - 4051 North Peakview Drive

BASE BID (Table 1 of 2)

Base Bid					A 5 Construction		Ability Design Build LLC		Balance Concrete LLC		Cedar Ridge Landscape, Inc		Cornejo Materials	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove Curb and Gutter	182	L.F.	\$7.50	\$1,365.00	\$11.00	\$2,002.00	\$5.60	\$1,019.20	\$10.00	\$1,820.00	\$4.00	\$728.00
X	2	Remove Asphalt Roadway	364	S.F.	\$3.00	\$1,092.00	\$11.00	\$4,004.00	\$2.00	\$728.00	\$3.50	\$1,274.00	\$3.25	\$1,183.00
X	3	Remove Concrete	1020	S.F.	\$3.50	\$3,570.00	\$3.00	\$3,060.00	\$1.75	\$1,785.00	\$3.00	\$3,060.00	\$3.00	\$3,060.00
X	4	Construct Curb Head	136	L.F.	\$22.00	\$2,992.00	\$30.00	\$4,080.00	\$18.25	\$2,482.00	\$22.00	\$2,992.00	\$6.00	\$816.00
X	5	Construct Modified Curb and Gutter	182	L.F.	\$38.00	\$6,916.00	\$50.00	\$9,100.00	\$29.00	\$5,278.00	\$40.00	\$7,280.00	\$30.00	\$5,460.00
X	6	Construct 4" Concrete	543	S.F.	\$8.00	\$4,344.00	\$11.00	\$5,973.00	\$7.70	\$4,181.10	\$9.00	\$4,887.00	\$6.80	\$3,692.40
X	7	Construct 6" Concrete	557	S.F.	\$11.00	\$6,127.00	\$17.00	\$9,469.00	\$8.80	\$4,901.60	\$12.00	\$6,684.00	\$8.20	\$4,567.40
X	8	Construct Asphalt Roadway Patch	364	S.F.	\$8.00	\$2,912.00	\$18.00	\$6,552.00	\$9.10	\$3,312.40	\$9.50	\$3,458.00	\$8.00	\$2,912.00
X	9	Install Class 6 Road Base	1	TON	\$250.00	\$250.00	\$1,200.00	\$1,200.00	\$55.00	\$55.00	\$60.00	\$60.00	\$60.00	\$60.00

EVALUATION TABULATION

IFB No. 25-018 (CI2415)

Concrete Improvements - 4051 North Peakview Drive

Base Bid					A 5 Construction		Ability Design Build LLC		Balance Concrete LLC		Cedar Ridge Landscape, Inc		Cornejo Materials	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	10	Erosion and Sediment Control	1	L.S.	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$100.00	\$100.00	\$200.00	\$200.00	\$1,350.00	\$1,350.00
X	11	Mobilization	1	L.S.	\$1,250.00	\$1,250.00	\$6,000.00	\$6,000.00	\$350.00	\$350.00	\$1,320.00	\$1,320.00	\$1,000.00	\$1,000.00
X	12	Traffic Control	1	L.S.	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$1,300.00	\$1,300.00	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00
Total						\$33,818.00		\$58,440.00		\$25,492.30		\$34,235.00		\$26,328.80

BASE BID (Table 2 of 2)

Base Bid					Doug Vaughn, LLC		R.D.R Construction		Wicked Outlaw Construction	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove Curb and Gutter	182	L.F.	\$5.90	\$1,073.80	\$6.50	\$1,183.00	\$4.25	\$773.50
X	2	Remove Asphalt Roadway	364	S.F.	\$3.00	\$1,092.00	\$1.50	\$546.00	\$3.25	\$1,183.00
X	3	Remove Concrete	1020	S.F.	\$3.00	\$3,060.00	\$1.50	\$1,530.00	\$3.25	\$3,315.00
X	4	Construct Curb Head	136	L.F.	\$19.00	\$2,584.00	\$18.00	\$2,448.00	\$15.00	\$2,040.00
X	5	Construct Modified Curb and Gutter	182	L.F.	\$28.00	\$5,096.00	\$38.00	\$6,916.00	\$31.50	\$5,733.00
X	6	Construct 4" Concrete	543	S.F.	\$6.75	\$3,665.25	\$9.00	\$4,887.00	\$8.00	\$4,344.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - 4051 North Peakview Drive

EVALUATION TABULATION

IFB No. 25-018 (CI2415)

Concrete Improvements - 4051 North Peakview Drive

Base Bid					Doug Vaughn, LLC		R.D.R Construction		Wicked Outlaw Construction	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	7	Construct 6" Concrete	557	S.F.	\$7.50	\$4,177.50	\$12.00	\$6,684.00	\$10.00	\$5,570.00
X	8	Construct Asphalt Roadway Patch	364	S.F.	\$9.00	\$3,276.00	\$10.00	\$3,640.00	\$14.00	\$5,096.00
X	9	Install Class 6 Road Base	1	TON	\$40.00	\$40.00	\$55.00	\$55.00	\$150.00	\$150.00
X	10	Erosion and Sediment Control	1	L.S.	\$300.00	\$300.00	\$300.00	\$300.00	\$1,000.00	\$1,000.00
X	11	Mobilization	1	L.S.	\$1,000.00	\$1,000.00	\$1,172.00	\$1,172.00	\$500.00	\$500.00
X	12	Traffic Control	1	L.S.	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Total						\$26,564.55		\$30,361.00		\$30,704.50

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	A 5 Construction	Ability Design Build LLC	Balance Concrete LLC	Cedar Ridge Landscape, Inc	Cornejo Materials	Doug Vaughn, LLC	R.D.R Construction	Wicked Outlaw Construction
BID GUARANTEE	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS								
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass	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	Pass	Pass	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: April 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief

SUBJECT: A RESOLUTION APPROVING AND ACCEPTING THE COLORADO FIREFIGHTER SAFETY AND DISEASE PREVENTION GRANT, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$20,000 FOR THE PURPOSES AUTHORIZED BY THE GRANT AGREEMENT AND ESTABLISHING PROJECT PS2503 FOR THE GRANT AWARD

SUMMARY:

The approved grant is for improved air quality awareness and response with the purchase of hazmat air quality monitoring equipment. This will improve customer service to the community, as well as improve safety for firefighters and citizens.

PREVIOUS COUNCIL ACTION:

Approval of similar grant in recent years.

BACKGROUND:

The purpose of this grant is to provide additional hazmat air quality equipment.

FINANCIAL IMPLICATIONS:

There is no cost to the city.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Pueblo 2025 FFSDPG Award Letter

RESOLUTION NO. 15952

A RESOLUTION APPROVING AND ACCEPTING THE COLORADO FIREFIGHTER SAFETY AND DISEASE PREVENTION GRANT, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$20,000 FOR THE PURPOSES AUTHORIZED BY THE GRANT AGREEMENT AND ESTABLISHING PROJECT PS2503 FOR THE GRANT AWARD

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, A Colorado Municipal Corporation, including its Fire Department, to accept grants for public and municipal purposes and to enter into agreements relating thereto; and

WHEREAS, the Colorado Firefighter Safety and Disease Prevention grant has tendered a grant award in the amount of \$20,000.00 upon conditions recited therein or incorporated therein by reference; and

WHEREAS, acceptance of the Award for the purposes for which it has been made is in the best interest of the City and will benefit the health, welfare and safety of the citizens of the City; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Colorado Firefighter Safety and Disease Prevention grant to the City of Pueblo in the amount of \$20,000.00, a true copy of which is attached hereto ("Award"), is hereby accepted in accordance with its terms and conditions and is approved. The Mayor is authorized to execute the Award acceptance in the name of and on behalf of the City.

SECTION 2.

Funds in the amount of \$20,000 shall be budgeted and appropriated to the Project No. PS2503 for the purchase of equipment. There is a no match requirement for the City. The total project amount of \$20,000 is hereby budgeted for expenditure consistent with and for the purposes authorized by the Grant Agreement.

SECTION 3.

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

SECTION 4.

City must accept the Grant Agreement on or before April 28th, 2025 in order to receive the funding authorized under said grant. Based thereon and pursuant to Section 3-20 of the City Charter, the City Council declares that an emergency exists requiring immediate passage and approval of this Resolution. This Resolution shall become effective on the date of final action by the Mayor and City Council.

INTRODUCED: April 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



March 24, 2025

Pueblo Fire Department
 1551 Bonforte Blvd
 Pueblo, CO, 81001

FDID# 10145

RE: 2024-25 CO Firefighter Safety and Disease Prevention (FFSDP) Grant

Dear Assistant Chief Banks,

Congratulations, DFPC awards your agency the 2024-25 Firefighter Safety and Disease Prevention Grant. Please promptly notify DFPC of your agency's decision to accept or reject this award on page 2 of this grant agreement. The agency's executive must complete, sign and date the award. Submit this completed agreement with your award decision to the DFPC grants email by **April 28, 2025**.

Your department is eligible for reimbursement of purchased approved items listed below, up to the awarded: priority item, quantity and amount. The grant award amount approved by the Director is \$ 20,000.00.

DFPC requires purchasing approved items upon acceptance of this award **but no later than April 28, 2025**.

Your agency is eligible for reimbursement of the following FFSDP Grant equipment and/or training:

Grant Approved Priority Items for Purchase				
Priority Item Name & Description	Quantity Required	Unit Cost	Extended Price	ACTUALS *(DFPC Staff)
Sensit Gold G3 Gas Meter	5	\$3,624.00	\$18,120.00	\$ 0.00
	0	\$	\$	\$ 0.00
	0	\$	\$	\$ 0.00
	0	\$	\$	\$ 0.00
	0	\$	\$	\$ 0.00
GRANT TOTAL			\$18,120.00	\$ 0.00

*Totals are subject to change as Grants are limited to \$20,000 maximum.

FFSDP Grant Reimbursements of approved purchases is pursuant to this grant award and must comply with state fiscal and procurement rules. Reimbursements will only be made after the awardee has made payment for goods & services received. Agencies must provide complete reimbursement documentation outlined on page 2 of this agreement **no later than October 31, 2025. Incomplete reimbursement requests including non-compliance with outstanding follow-up requests of necessary documentation are ineligible for payment and may not be honored. The Reimbursement Request deadline is mandatory without exception.**

Grant recipients are required to maintain complete grant related financial records for a period of five (5) years after the date of the grant award letter. The 2024-25 CO Firefighter Safety and Disease Prevention Grant period will close on **December 30, 2025**.

To receive grant reimbursement, submit a complete FFSDP Grant Reimbursement Request Packet including documentation outlined below to DFPC at lori.lynch-brill@state.co.us.

Please make a copy of grant receipts for your records. Items purchased and requested for reimbursement must match those outlined in the signed grant award agreement. The DFPC reserves the right to withhold reimbursement for items not originally requested and/or approved.

A Completed Firefighter Safety and Disease Prevention Grant Reimbursement Request Packet consists of:

- An itemized vendor invoice(s) containing the Approved Item(s), unit costs, quantity and total.
- Proof of payment including, copies of original payment, such as a cleared check or credit card receipt, as well as the corresponding bank and/or credit card statement.
- All of the following forms must be completed, signed & submitted by your agency to DFPC:
 - A completed and signed W-9;
 - A completed and signed Reimbursement Request Form, and
 - A copy of the complete award contract dated, with your name printed, and signed indicating your understanding and agreement of the grant process, acceptance of the terms and conditions outlined therein. You are encouraged to make a copy of this contract for your records.

Submit a completed Grant Reimbursement Request to lori.lynch-brill@state.co.us. Purchased items must match the grant award. *A complete reimbursement packet is required as outlined above prior to any reimbursement.*

STATE’S RIGHT TO CANCEL

This grant opportunity does not obligate the state to award a contract and the state reserves the right to cancel the solicitation if it is considered to be in its best interest due to lack of funding, early termination, public interests, agency priorities or other considerations. DFPC reserves the right to withhold reimbursement inconsistent with the original grant application, for items not awarded through grant award letter(s) including, Reconsideration and Equipment Substitution, or any purchase made that violates state fiscal rules and procurement policies will not be honored. *Model Small Dollar Grant Award Terms and Conditions* apply in addition to Colorado Fiscal Rules including the Procurement Code policies including, but not limited to *Conflicts of Interests*.

Accept Award Reject Award/unable to use grant funds

Please have *the organizational executive or financial representative* print, sign and date this award letter indicating understanding and agreement with the grant process, acceptance and agreement of these terms as outlined herein. Please make a copy of this signed award letter for your records.

Print Name _____

Sign Name _____

Date _____

Please submit inquiries, and reimbursement requests with supporting documentation to lori.lynch-brill@state.co.us.

Sincerely,



Lisa Pine, Chief Professional Qualification and Training Section
Colorado Division of Fire Prevention & Control

700 Kipling Street, Suite 1000, Lakewood, CO 80215 cdpsweb.state.co.us
Jared S. Polis, Governor | Stan Hilkey, Executive Director





Background Paper for Proposed Resolution

COUNCIL MEETING DATE: April 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$9,526.90 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1605 CEDARWOOD LN., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

SUMMARY:

This Resolution ratifies and approves award of a construction contract to Parker Excavating, Inc. for emergency sanitary sewer point repairs at 1605 Cedarwood Ln.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

While the Wastewater Department collection crew was performing a routine cleaning of the sewer mains, two cleaning heads became stuck one after another in the sewer main near 1605 Cedarwood Ln. A television crew was sent out to inspect the main, and they discovered a large hole and a collapsed pipe in the sewer main. These defects will further deteriorate the pipe, block the flow and increase the chance of immediate backup in the main. An emergency repair was performed to fix these defects.

The repair work was performed under the Sanitary Sewer Point Repair multi-year contract under which two contractors were qualified via competitive bid. An estimate was prepared, and Parker Excavating was the lowest bidder and accepted the work.

The cost breakdown for the project is as follows:

<u>Sanitary Sewer Replacement-related</u>		
Total:	\$ 8,302.90	87%
<u>Surface Improvement Related</u>		
Total:	\$ 1,224.00	13%
Grand Total:	\$ 9,526.90	100%

FINANCIAL IMPLICATIONS:

Funding for this project came from the sanitary sewer rehabilitation budget funded by the Sewer User Fund. Funding was available and had been budgeted, appropriated, and allocated to Project No. 24-033 (WWAN03).

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

- 04-14-25 1605 Cedarwood Ln Emergency Point Repair Attachment

RESOLUTION NO. 15953

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$9,526.90 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1605 CEDARWOOD LN., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

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

WHEREAS, the point repair work was awarded to Parker Excavating, Inc., under the 2024-2026 multi-year point repair contract; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council ratifies and approves the contract for repair of the sanitary sewers at 1605 Cedarwood Ln. with Parker Excavating, Inc., Project No. 24-033 (WWAN03) awarded to said bidder in the amount of \$9,526.90.

SECTION 2.

Funds for Project 24-033 (WWAN03) shall be from the Sewer User Fund.

SECTION 3.

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

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract, including any payments authorized under the contract and the contract change order in the amount of \$2,621.90 are hereby ratified.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: April 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

2024-2026 Emergency Sanitary Sewer Point Repair					1605 Cedarwood Ln		
Date 11/26/2024							
Project Number: 24-033 (WWAN03)					Miller Pipeline, LLC		Parker Excavating, Inc.
Item	Description	Estimated					
1	Remove and Replace 8" PVC Less than 10' Deep	1-20	LF	10	\$ 2,500.00	\$ 1,500.00	
		21-100	LF		\$ -	\$ -	
		>100	LF		\$ -	\$ -	
2	Remove and Replace 8" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	
		21-100	LF		\$ -	\$ -	
		>100	LF		\$ -	\$ -	
3	Remove and Replace 10" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	
		21-100	LF		\$ -	\$ -	
		>100	LF		\$ -	\$ -	
4	Remove and Replace 10" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	
		21-100	LF		\$ -	\$ -	
		>100	LF		\$ -	\$ -	
5	Remove and Replace 12" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	
		21-100	LF		\$ -	\$ -	
		>100	LF		\$ -	\$ -	
6	Remove and Replace 12" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	
		21-100	LF		\$ -	\$ -	
		>100	LF		\$ -	\$ -	
7	Remove and Replace 15" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	
		21-100	LF		\$ -	\$ -	
		>100	LF		\$ -	\$ -	
8	Remove and Replace 15" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	
		21-100	LF		\$ -	\$ -	
		>100	LF		\$ -	\$ -	
9	Remove and Replace 4" Service Tap Less than 10' Deep	1-20	LF		\$ -	\$ -	
		21-100	LF		\$ -	\$ -	
		>100	LF		\$ -	\$ -	
10	Remove and Replace 4" Service Tap More than 10' Deep	1-20	LF		\$ -	\$ -	
		21-100	LF		\$ -	\$ -	
		>100	LF		\$ -	\$ -	
11	Remove and Replace 6" Service Tap Less than 10' Deep	1-20	LF		\$ -	\$ -	
		21-100	LF		\$ -	\$ -	
		>100	LF		\$ -	\$ -	
12	Remove and Replace 6" Service Tap More than 10' Deep	1-20	LF		\$ -	\$ -	
		21-100	LF		\$ -	\$ -	
		>100	LF		\$ -	\$ -	
13	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 8" and 10" Pipe	1-20	LF	20	\$ 2,200.00	\$ 2,040.00	
		21-100	LF		\$ -	\$ -	
		>100	LF		\$ -	\$ -	
14	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 8" and 10" Pipe	1-20	LF		\$ -	\$ -	
		21-100	LF		\$ -	\$ -	
		>100	LF		\$ -	\$ -	
15	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -	
		21-100	LF		\$ -	\$ -	
		>100	LF		\$ -	\$ -	
16	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -	
		21-100	LF		\$ -	\$ -	
		>100	LF		\$ -	\$ -	
17	Remove and Replace 7" Reinforced Concrete	1-20	SF		\$ -	\$ -	
		21-100	SF		\$ -	\$ -	
		>100	SF		\$ -	\$ -	
18	Remove and Replace 6" Reinforced Concrete	1-20	SF		\$ -	\$ -	
		21-100	SF		\$ -	\$ -	
		>100	SF		\$ -	\$ -	
19	Remove and Replace 4" Concrete	1-20	SF		\$ -	\$ -	
		21-100	SF		\$ -	\$ -	
		>100	SF		\$ -	\$ -	
20	Remove and Replace Standard Curb and Gutter	1-20	LF		\$ -	\$ -	
		21-100	LF		\$ -	\$ -	
		>100	LF		\$ -	\$ -	

21	Install or Remove and Replace 6" Curb Head	1-20	LF		\$	-	\$	-	
		21-100	LF		\$	-	\$	-	
		>100	LF		\$	-	\$	-	
22	Install Extra Lean Concrete (FlowFill)	1-20	CY	10	\$	1,950.00	\$	1,640.00	
		21-100	CY		\$	-	\$	-	
		>100	CY		\$	-	\$	-	
23	Class 6 Base Course for Gravel Surfaced Alleys	TN			\$	-	\$	-	
24	Remove Camera/Cleaning Head/Tap Cutter	HR			\$	-	\$	-	
25	Remove and Replace 48" Diameter Manhole	with 1 Invert	EA		\$	-	\$	-	
		with 2 Inverts	EA		\$	-	\$	-	
		with 3 Inverts	EA		\$	-	\$	-	
		with 4 Inverts	EA		\$	-	\$	-	
26	Remove and Replace 60" Diameter Manhole	with 1 Invert	EA		\$	-	\$	-	
		with 2 Inverts	EA		\$	-	\$	-	
		with 3 Inverts	EA		\$	-	\$	-	
		with 4 Inverts	EA		\$	-	\$	-	
27	Reinstate Services - 4"	EA			\$	-	\$	-	
28	Reinstate Services - 6"	EA			\$	-	\$	-	
29	Mobilization	LS		1	\$	1,750.00	\$	1,725.00	
					Total	\$	8,400.00	\$	6,905.00
					With Contingency	\$	10,080.00	\$	8,286.00

CONTRACT CHANGE ORDER
CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 24-033 (WWAN03) Change Order No. : ONE 3/7/2025
 Project Name : 2024, 2025 and 2026 Sanitary Sewer Point Repair
 1605 Cedarwood Ln

Contractor : PARKER EXCAVATING INC.
 1428 Stockyard Rd., Pueblo, CO 81001

You are hereby requested to comply with the following changes from the plans & specifications:

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	REMOVE & REPLACE 8" PVC PIPE <10' DEEP (1-20LF)		\$150.00
2	ASPHALT PATCH – 4" HMA ON 4" CLASS 6 ABC FOR 8" AND 10" PIPE (1-20LF)	(\$816.00)	
3	INSTALL EXTRA LEAN CONCRETE (FLOWFILL) (1-20CY)	(\$410.00)	
5	REMOVE CAMERA/CLEANING HEAD/TAP CUTTER		\$3,200.00
6	TRAFFIC CONTROL		\$497.90
TOTAL (Decrease) / Increase		(\$1,226.00)	\$3,847.90

Net Adjustment This Change Order	\$	2,621.90
Amount of Previous Change Order(s)	\$	0.00
Original Contract Amount	\$	6,905.00
Total Adjusted Contract Amount To Date	\$	9,526.90

Reason For Change: Actual Field Quantities.

The time provided for completion of the contract is changed by 0 calendar days.
 This document shall become an amendment to the contract and all provisions of the contract apply hereto.

Prepared by: _____ Date: _____
 Wastewater Civil Engineer
 Reviewed by: _____ Date: _____
 Wastewater Engineering Manager
 Accepted by: _____ Date: _____
 Contractor's Representative

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

Approved by: _____ Date: _____
 Director of Wastewater



24-033 (WWAN03)
2024-2026 Emergency Sanitary Sewer Point Repair
1605 Cedarwood Ln





Background Paper for Proposed Resolution

COUNCIL MEETING DATE: April 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$6,116.49 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 217 E PITKIN AVE., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

SUMMARY:

This Resolution ratifies and approves award of a construction contract to Parker Excavating, Inc., for emergency sanitary sewer point repairs at 217 E Pitkin Ave.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

On February 26, 2025, the Wastewater Department was notified of sewer backup and draining issues near 217 E Pitkin Ave. A television inspection crew was sent out to inspect the main, and they discovered a collapsed pipe segment and a 20-foot pipe segment with a 40% sag near 217 E Pitkin Ave. These defects will further deteriorate the pipe, block the flow and increase the chance of immediate backup in the main. An emergency repair was performed to fix these defects.

The repair work was performed under the Sanitary Sewer Point Repair multi-year contract under which two contractors were qualified via competitive bid. An estimate was prepared, and Parker Excavating was the lowest bidder and accepted the work.

The cost breakdown for the project is as follows:

<u>Sanitary Sewer Replacement-related</u>		
<i>Total:</i>	\$ 5,643.27	92%
<u>Surface Improvement Related</u>		
<i>Total:</i>	\$ 473.22	8%
<i>Grand Total:</i>	\$ 6,116.49	100%

FINANCIAL IMPLICATIONS:

Funding for this project came from the sanitary sewer rehabilitation budget funded by the Sewer User Fund. Funding was available and had been budgeted, appropriated, and allocated to Project No. 24-033 (WWAN03).

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Not approving the Resolution would require a finding that there was not an emergency condition.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

- 04-14-25 217 E Pitkin Ave Emergency Point Repair Attachment

RESOLUTION NO. 15954

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$6,116.49 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 217 E PITKIN AVE., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

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

WHEREAS, the point repair work was awarded to Parker Excavating, Inc., under the 2024-2026 multi-year point repair contract; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council ratifies and approves the contract for the repair of the sanitary sewers at 217 E Pitkin Ave. with Parker Excavating, Inc., Project No. 24-033 (WWAN03) awarded to said bidder in the amount of \$6,116.49.

SECTION 2.

Funds for Project 24-033 (WWAN03) shall be from the Sewer User Fund.

SECTION 3.

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

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract, including any payments authorized under the contract.


SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: April 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

2024-2026 Emergency Sanitary Sewer Point Repair				217 E Pitkin Ave		
Date 02/27/2025						
Project Number: 24-033 (WWAN03)				Miller Pipeline, LLC		Parker Excavating, Inc.
Item	Description	Estimated				
1	Remove and Replace 8" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -
		21-100	LF	27	\$ 4,860.00	\$ 3,726.00
		>100	LF		\$ -	\$ -
2	Remove and Replace 8" PVC More than 10' Deep	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
3	Remove and Replace 10" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
4	Remove and Replace 10" PVC More than 10' Deep	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
5	Remove and Replace 12" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
6	Remove and Replace 12" PVC More than 10' Deep	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
7	Remove and Replace 15" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
8	Remove and Replace 15" PVC More than 10' Deep	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
9	Remove and Replace 4" Service Tap Less than 10' Deep	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
10	Remove and Replace 4" Service Tap More than 10' Deep	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
11	Remove and Replace 6" Service Tap Less than 10' Deep	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
12	Remove and Replace 6" Service Tap More than 10' Deep	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
13	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 8" and 10" Pipe	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
14	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 8" and 10" Pipe	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
15	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
16	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
17	Remove and Replace 7" Reinforced Concrete	1-20	SF		\$ -	\$ -
		21-100	SF		\$ -	\$ -
		>100	SF	440	\$ 7,920.00	\$ 8,140.00
18	Remove and Replace 6" Reinforced Concrete	1-20	SF		\$ -	\$ -
		21-100	SF		\$ -	\$ -
		>100	SF		\$ -	\$ -
19	Remove and Replace 4" Concrete	1-20	SF		\$ -	\$ -
		21-100	SF		\$ -	\$ -
		>100	SF		\$ -	\$ -
20	Remove and Replace Standard Curb and Gutter	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -

21	Install or Remove and Replace 6" Curb Head	1-20	LF		\$	-	\$	-
		21-100	LF		\$	-	\$	-
		>100	LF		\$	-	\$	-
22	Install Extra Lean Concrete (FlowFill)	1-20	CY		\$	-	\$	-
		21-100	CY		\$	-	\$	-
		>100	CY		\$	-	\$	-
23	Class 6 Base Course for Gravel Surfaced Alleys	TN		5	\$	200.00	\$	165.00
24	Remove Camera/Cleaning Head/Tap Cutter	HR			\$	-	\$	-
25	Remove and Replace 48" Diameter Manhole	with 1 Invert	EA		\$	-	\$	-
		with 2 Inverts	EA		\$	-	\$	-
		with 3 Inverts	EA		\$	-	\$	-
		with 4 Inverts	EA		\$	-	\$	-
26	Remove and Replace 60" Diameter Manhole	with 1 Invert	EA		\$	-	\$	-
		with 2 Inverts	EA		\$	-	\$	-
		with 3 Inverts	EA		\$	-	\$	-
		with 4 Inverts	EA		\$	-	\$	-
27	Calcium Aluminate Coat 48-inch Manhole	1-10	VF		\$	-	\$	-
		11-15	VF		\$	-	\$	-
		>15	VF		\$	-	\$	-
28	Calcium Aluminate Coat 60-inch Manhole	1-10	VF		\$	-	\$	-
		11-15	VF		\$	-	\$	-
		>15	VF		\$	-	\$	-
29	Rebuild Manhole Bench and Trough 48-inch Manhole	LS			\$	-	\$	-
30	Rebuild Manhole Bench and Trough 60-inch Manhole	LS			\$	-	\$	-
31	Reinstate Services - 4"	EA		2	\$	700.00	\$	776.00
32	Reinstate Services - 6"	EA			\$	-	\$	-
33	Mobilization	LS		1	\$	1,750.00	\$	1,725.00
				Total	\$	15,430.00	\$	14,532.00
				With Contingency	\$	18,516.00	\$	17,438.40

CONTRACT CHANGE ORDER
CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 24-033 (WWAN03) Change Order No. : ONE 3/11/2025
 Project Name : 2024, 2025 and 2026 Sanitary Sewer Point Repair
 217 E Pitkin Ave

Contractor : PARKER EXCAVATING INC.
 1428 Stockyard Rd., Pueblo, CO 81001

You are hereby requested to comply with the following changes from the plans & specifications:

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
2	REMOVE AND REPLACE 7" REINFORCED CONCRETE (>100SF)	(\$8,140.00)	
3	CLASS 6 BASE COURSE FOR GRAVEL SURFACED ALLEYS		\$308.22
4	REINSTATE SERVICES - 4"	(\$776.00)	
6	TRAFFIC CONTROL		\$192.27
TOTAL (Decrease) / Increase		(\$8,916.00)	\$500.49

Net Adjustment This Change Order	\$	(8,415.51)
Amount of Previous Change Order(s)	\$	0.00
Original Contract Amount	\$	14,532.00
Total Adjusted Contract Amount To Date	\$	6,116.49

Reason For Change: Actual Field Quantities.

The time provided for completion of the contract is changed by 0 calendar days.
 This document shall become an amendment to the contract and all provisions of the contract apply hereto.

Prepared by: _____ Date: _____
 Wastewater Civil Engineer

Reviewed by: _____ Date: _____
 Wastewater Engineering Manager

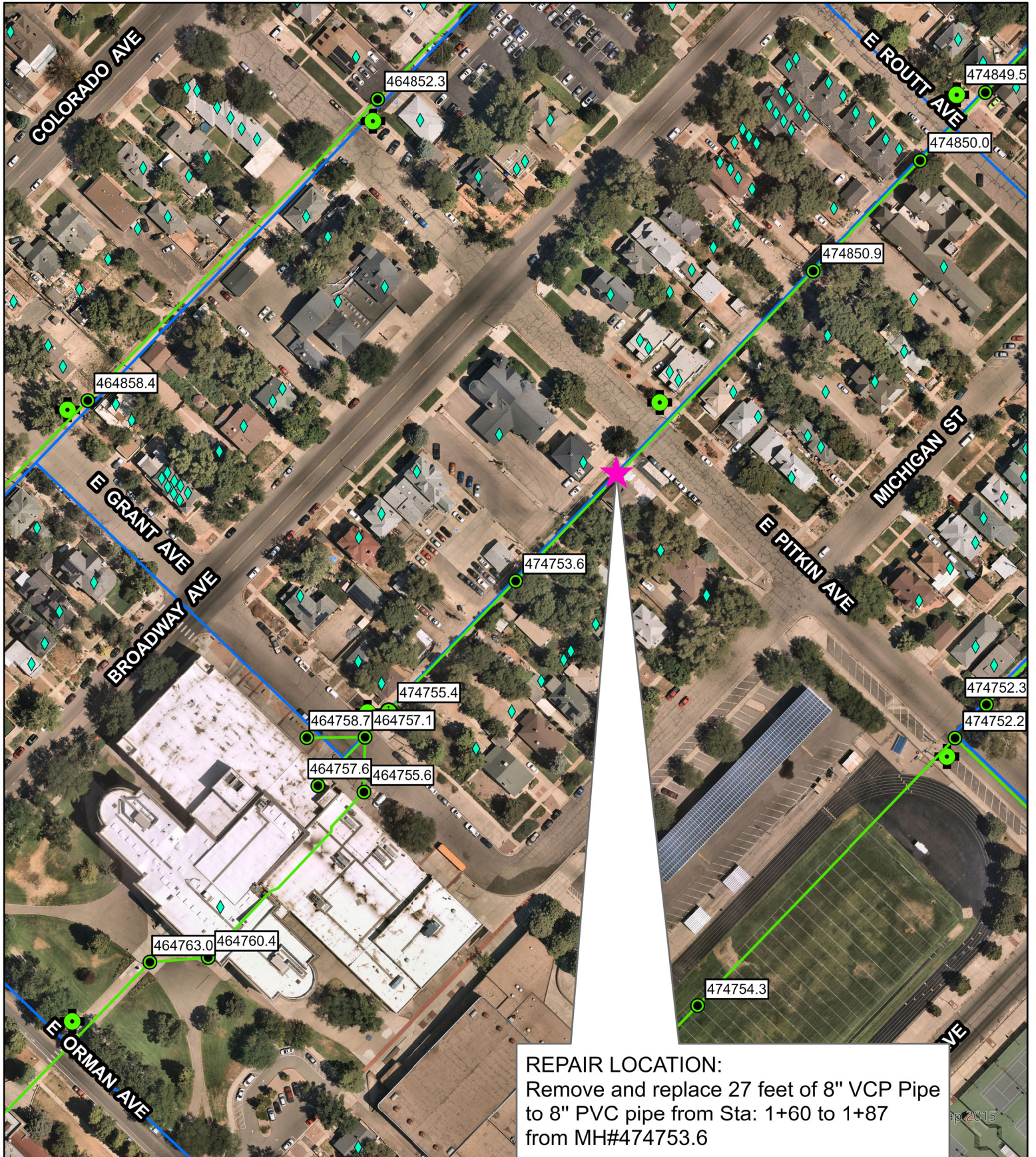
Accepted by: _____ Date: _____
 Contractor's Representative

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

Approved by: _____ Date: _____
 Director of Wastewater



24-033 (WWAN03)
2024-2026 Emergency Sanitary Sewer Point Repair
217 E Pitkin Ave



REPAIR LOCATION:
Remove and replace 27 feet of 8" VCP Pipe
to 8" PVC pipe from Sta: 1+60 to 1+87
from MH#474753.6



**Background Paper for Proposed
Action Item**

COUNCIL MEETING DATE: April 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION AUTHORIZING THE CITY OF PUEBLO TO CREDIT SANITARY SEWER FEES OF \$861.74 TO PRIGMORE'S ALIGNMENT SERVICES.

SUMMARY:

This Resolution authorizes the refund of erroneously collected sanitary sewer fees in the amount of \$861.74. From March 2023 to February 2025, charges for sanitary sewer fees were applied to the consumption of water that was not discharged to the sanitary sewer system.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

The Wastewater Department received a request from Prigmore's Alignment Services, located at 2624 S Prairie Ave, seeking a refund of sanitary sewer charges. The property at 2624 S Prairie Ave is not connected to the City's sanitary sewer system.

Pursuant to City Ordinance §16-6-25, refunds based upon sewer user charges appearing on billings issued more than ninety (90) days prior to receipt of a written request can only be authorized by City Council and are limited to a maximum period of two years. Prigmore's Alignment Services is requesting a refund of sanitary sewer fees in the amount of \$861.74 for charges from March 2023 to February 2025.

FINANCIAL IMPLICATIONS:

The refund of \$861.74 will be credited to the customer's utilities account #084907-097384.

BOARD/COMMISSION RECOMMENDATION:

None

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Alternative No. 1 – No Action

The property at 2624 S Prairie Ave will not receive compensation for erroneously charged sanitary sewer fees.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 04-14-25 2624 S Prairie Ave Wastewater charges

RESOLUTION NO. 15955

A RESOLUTION AUTHORIZING THE CITY OF PUEBLO TO CREDIT SANITARY SEWER FEES OF \$861.74 TO PRIGMORE'S ALIGNMENT SERVICES.

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

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

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City shall refund Prigmore's Alignment Services the sum of \$861.74 for the erroneous collection of sewer fees charged for 2624 S Prairie Ave. during the period of March 2023 to February 2025.

SECTION 2.

Such refund shall be credited directly to the customer's utilities account (#084907-097384) in the amount of \$861.74.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: April 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

084907-097384
 PRIGMORE'S ALIGNMENT SRV
 2624 S PRAIRIE AVE

Transaction Date	Transaction		Transaction Amount
2/21/2025	Cycle Bill Due:	3/13/2025	\$ 38.60
1/23/2025	Cycle Bill Due:	2/12/2025	44.74
12/19/2024	Cycle Bill Due:	1/8/2025	38.60
11/19/2024	Cycle Bill Due:	12/9/2024	38.60
10/22/2024	Cycle Bill Due:	11/11/2024	38.60
9/20/2024	Cycle Bill Due:	10/10/2024	38.60
8/21/2024	Cycle Bill Due:	9/10/2024	38.60
7/22/2024	Cycle Bill Due:	8/11/2024	38.60
6/21/2024	Cycle Bill Due:	7/11/2024	38.60
5/21/2024	Cycle Bill Due:	6/10/2024	38.60
4/18/2024	Cycle Bill Due:	5/8/2024	38.60
3/20/2024	Cycle Bill Due:	4/9/2024	38.60
2/21/2025	Cycle Bill Due:	3/12/2024	38.60
1/23/2024	Cycle Bill Due:	2/12/2024	38.60
12/19/2023	Cycle Bill Due:	1/8/2024	31.52
11/21/2023	Cycle Bill Due:	12/11/2023	31.52
10/23/2023	Cycle Bill Due:	11/12/2023	31.52
9/21/2023	Cycle Bill Due:	10/11/2023	31.52
8/22/2023	Cycle Bill Due:	9/11/2023	31.52
7/21/2023	Cycle Bill Due:	8/10/2023	31.52
6/21/2023	Cycle Bill Due:	7/11/2023	31.52
5/19/2023	Cycle Bill Due:	6/8/2023	31.52
4/20/2023	Cycle Bill Due:	5/10/2023	31.52
3/22/2023	Cycle Bill Due:	4/11/2023	31.52
TOTAL BILLED FROM 03/2023 TO 02/2025:			\$ 861.74

Data Source: Board of Water Works



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: April 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-7) TO COLORADO STATE UNIVERSITY - PUEBLO (CSU-PUEBLO) FOR THE CLOSURE OF RAWLINGS BLVD. FROM TROY AVE., ROMA WAY FROM TROY AVE. AND DESERT FLOWER BLVD. FROM WALKING STICK BLVD, AS WELL AS TRAFFIC CONTROL SIGNS DIRECTING TRAFFIC AT THE INTERSECTION OF BONFORTE BLVD. AND BARTLEY AVE. TO FACILITATE THE CSU-PUEBLO GRADUATION CEREMONY ON SATURDAY, MAY 17, 2025

SUMMARY:

Attached is a draft revocable permit (REV-25-7) for Colorado State University - Pueblo (CSU-Pueblo) for the closure of Rawlings Blvd. from Troy Ave., Roma Way from Troy Ave. and Desert Flower Blvd. from Walking Stick Blvd. There will also be traffic control signs directing traffic directions at the intersection of Bonforte Blvd. and Bartley Ave. to facilitate the CSU-Pueblo graduation ceremony on Saturday, May 17, 2025.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Colorado State University-Pueblo (CSU-Pueblo) has submitted a revocable permit (REV-25-7) requesting the closure of Rawlings Blvd. from Troy Ave., Roma Way from Troy Ave. and Desert Flower Blvd. from Walking Stick Blvd. There will also be traffic control signs directing traffic directions at the intersection of Bonforte Blvd. and Bartley Ave. to facilitate the CSU-Pueblo graduation ceremony on Saturday, May 17, 2025, from 5:00 a.m. to 3:00 p.m.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

Businesses and organizations located in the affected area of Rawlings Avenue have been notified of the event and have indicated no concerns related to the proposed road closure. Emergency vehicle access will not be affected during this closure.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from being able to implement their planned traffic routing during the event.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 25-7

RESOLUTION NO. 15956

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-7) TO COLORADO STATE UNIVERSITY - PUEBLO (CSU-PUEBLO) FOR THE CLOSURE OF RAWLINGS BLVD. FROM TROY AVE., ROMA WAY FROM TROY AVE. AND DESERT FLOWER BLVD. FROM WALKING STICK BLVD, AS WELL AS TRAFFIC CONTROL SIGNS DIRECTING TRAFFIC AT THE INTERSECTION OF BONFORTE BLVD. AND BARTLEY AVE. TO FACILITATE THE CSU-PUEBLO GRADUATION CEREMONY ON SATURDAY, MAY 17, 2025

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-25-7) is authorized to be issued to Colorado State University - Pueblo (CSU-Pueblo) for the closure of Rawlings Blvd. from Troy Ave., Roma Way from Troy Ave. and Desert Flower Blvd. from Walking Stick Blvd. There will also be traffic control signs directing traffic directions at the intersection of Bonforte Blvd. and Bartley Ave. to facilitate the CSU-Pueblo graduation ceremony on Saturday, May 17, 2025.

SECTION 2.

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

SECTION 3.

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

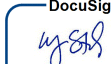
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: April 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
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: **Colorado State University Pueblo 2200 Bonforte Blvd 7195492320 2200 Bonforte Blvd**
2. Permitted Area: **closure of Rawlings Blvd from Troy Ave, Roma Way from Troy Ave and Desert Flower Blvd from Walking Stick Blvd. There will also be traffic control signs directing traffic directions at the intersection of Bonforte Blvd and Bartley Ave.**
3. Purpose of Revocable Permit: **CSU Pueblo Commencement**
4. Commencement Date: **May 17, 2025** Time: **05:00 AM**
5. Ending Date: **May 17, 2025** Time: **3:00 PM**

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

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

subrogation against City. A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.

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

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

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

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

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

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

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

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

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

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

Signed in Pueblo, Colorado this 1st day of April, 2025.

PERMITTEE:

Organization or Individual:
By:
Title:

CSU Pueblo
Todd Whittemore
Director of Campus Safety & Emergency Management

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 1st day of April, 2025 by Tada White as Director of Campus Safety.

My commission expires: _____.

Tacy Suzette Barry

Notary Public

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

_____ day of _____, 20_____.

PUEBLO, a Municipal Corporation

By _____

Heather Graham, Mayor



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: April 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, Mayor

SUBJECT: A RESOLUTION APPOINTING COUNCILOR MARK ALIFF TO THE FOUNTAIN CREEK WATERSHED FLOOD CONTROL & GREENWAY DISTRICT GOVERNING BOARD

SUMMARY:

This Resolution appoints City Council Member Mark Aliff to the Fountain Creek Watershed Flood Control & Greenway District Governing Board for a term expiring January 31, 2026.

PREVIOUS COUNCIL ACTION:

Resolution No. 15881, section 4, dated January 27, 2025, appointed Councilor Roger Gomez to the Fountain Creek Watershed Flood Control & Greenway District Governing Board. Councilor Gomez has resigned from this position.

BACKGROUND:

Annual appointments are made assigning a City Council representative to serve on Boards and Commissions where it is either required by legislation that a Council Member be a member, or it has been the policy to have a Council Member serve on a particular Board or Commission. The existing appointee, Roger Gomez, has resigned from this position, requiring a new appointment. Councilor Maestri will remain the alternate designee.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

City Council has the option of appointing a member of City Council other than Mr. Aliff to the Board.

RECOMMENDATION:

Approval of the Resoulution.

ATTACHMENTS:

None

RESOLUTION NO. 15957

A RESOLUTION APPOINTING COUNCILOR MARK ALIFF TO THE FOUNTAIN CREEK WATERSHED FLOOD CONTROL & GREENWAY DISTRICT GOVERNING BOARD

WHEREAS, on January 27, 2025, City Council confirmed the appointment of Roger Gomez to the Fountain Creek Watershed Flood Control & Greenway District Governing Board for a one-year term expiring January 31, 2026; and

WHEREAS, Councilor Gomez has since resigned from this position; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Councilor Mark Aliff is hereby appointed to the Fountain Creek Watershed Flood Control & Greenway District Governing Board for a term expiring January 31, 2026.

SECTION 2.

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

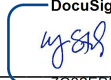
SECTION 3.

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

INTRODUCED: April 14, 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: April 14, 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: A RESOLUTION APPROVING COMPENSATION WITH RESPECT TO A PROFESSIONAL LEGAL SERVICES AGREEMENT WITH WILSON WILLIAMS LLP DBA WILSON WILLIAMS FELLMAN DITTMAN

SUMMARY:

This Resolution approves compensation set forth in the Professional Legal Services Agreement with Wilson Williams LLP dba Wilson Williams Fellman Dittman a copy of which is attached hereto.

PREVIOUS COUNCIL ACTION:

Not applicable.

BACKGROUND:

Pursuant to Section 6-7 of the City Charter, special counsel is retained solely by the City Attorney but compensation is approved by City Council. The law firm of Wilson Williams Fellman Dittman is being retained to advise the City on miscellaneous election law and related matters as needed.

FINANCIAL IMPLICATIONS:

This firm's standard hourly billing rates are set forth in the attached Professional Legal Services Agreement. Geoff Wilson will be the primary attorney expected to work on the engagement with an hourly rate of \$300/hour.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

Not approve Resolution.

RECOMMENDATION:

Approve the Resolution.

ATTACHMENTS:

1. 2025 Professional Legal Services Agreement - Wilson Williams Fellman Dittman

RESOLUTION NO. 15958

A RESOLUTION APPROVING COMPENSATION WITH RESPECT TO A PROFESSIONAL LEGAL SERVICES AGREEMENT WITH WILSON WILLIAMS LLP DBA WILSON WILLIAMS FELLMAN DITTMAN

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Compensation set forth in the Legal Services Agreement with Wilson Williams dba Wilson Williams Fellman Dittman, a copy of which is attached hereto, is hereby approved.

SECTION 2.

The officers 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 immediately upon final passage.

INTRODUCED: April 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



PROFESSIONAL LEGAL SERVICES AGREEMENT

THIS AGREEMENT is a contract for professional legal services effective March 11, 2025, between Wilson Williams LLP d/b/a **WILSON WILLIAMS FELLMAN DITTMAN** ("Law Firm") and **CITY OF PUEBLO** (the "Client").

FOR AND IN CONSIDERATION of the mutual promises and undertakings herein set forth the parties agree as follows:

- 1. Legal Services.** Law Firm agrees to provide the following services:
 - Advise City Attorney's Office on miscellaneous election law matters; and
 - Other duties as assigned.

Law Firm will exercise its best efforts on behalf of the Client and furnish the said services faithfully, with due diligence, and in accordance with the Colorado Rules of Professional Conduct. The Law Firm cannot and does not guarantee or agree that a result favorable to or satisfactory to the Client will be achieved. Law Firm is acting as an independent contractor therefore the Client will not be responsible for FICA taxes, health or life insurance, vacation, or other employment benefits.

- 2. Staffing.** Partner Geoff Wilson will be the primary designated Attorney for this engagement, with assistance from other attorneys at the Law Firm, as needed and as directed by Geoff Wilson.

- 3. Fees and Expenses.** The Client will compensate Law Firm for professional legal services as indicated in **Exhibit A**. Expenses such as photo-copying will be charged at the rates set forth on the attached **Schedule of Costs, Exhibit B**.

- a. *Other Expenses.* In addition to the foregoing hourly rates for legal services, the Law Firm shall charge and the Client shall pay all costs incurred by the Law Firm in providing legal services to the Client. Examples of such costs include charges for filing fees, mileage, photocopies, scanning, color printer, messenger service, etc. A copy of the Schedule of Costs is attached as **Exhibit B**. The Law Firm will charge for half of the travel time to attend Client meetings, but will charge for the entire round trip mileage at the IRS-approved rate from the Law Firm's Louisville offices or point of origination.
- b. *Monthly Billings.* Law Firm will issue a detailed, itemized invoice each month, for both fees and disbursements. All bills will reflect services already performed and disbursements already made, and are due upon receipt. Any amounts not paid within thirty (30) days of the date of the bill shall be subject to a late payment charge of 1.5% per month. If the Client fails to pay any charges within sixty (60) days of the date of the bill the Law Firm may elect to stop all work for the Client. The Client's obligation to make prompt payment of all charges does not depend upon achievement of any specific result. Payments will be applied first to the oldest

amounts outstanding.


- c. *Rate Adjustments.* Adjustments in the Law Firm's rates and charges do occur from time to time, and we endeavor to notify all our then active clients of any changes at the time they are to take place. Nonetheless we still encourage all client inquiries concerning the rates in effect at the beginning of each project and will provide an updated copy of the Billing Rate and Schedule of Cost Exhibits upon every request.

4. Termination. This Agreement may be terminated by either party upon notice in writing to the other provided, however, that any fees and costs that have accrued to the date of termination shall still be owed by the Client.

5. File Retention and Destruction. Law Firm will retain files received from and developed in handling the Client's matter for seven (7) years following the conclusion of the matter. It is the Law Firm's policy to destroy all files including all documents and materials therein seven (7) years after we send such files to remote storage upon completion of the matter. However, if some legal restriction on destruction is imposed or some development occurs, the retention may be modified. The Law Firm's file retention and destruction process is automatic and the Client will not receive further notice in advance of destruction of these files. Accordingly, if the Client wishes to maintain a record of any matter beyond our retention period, the Client should consider maintaining its own files relating to the matters the Law Firm is handling.

IN WITNESS WHEREOF the parties have executed this agreement effective as of March 11, 2025.

WILSON WILLIAMS LLP D/B/A
WILSON WILLIAMS FELLMAN DITTMAN

By: 

Geoffrey T. Wilson, Partner

CITY OF PUEBLO

By: _____

Name: _____

Title: _____



Exhibit A – 2024/25 Billing Rates – Local Governments

General/Regular Local Government Representation (Municipal/County/Special District Attorney)

<u>Attorney Position</u>	<u>Hourly Rate</u>
Partner	\$255.00
Counsel	\$240.00
Senior Associate	\$220.00
Associate Attorney	\$205.00
Paralegal	\$105.00
Geoff Wilson	\$300.00
Geoff Wilson (hrg officer)	\$350.00
Ken Fellman	\$315.00

Billing Methodology

Our Law Firm provides a computer-generated, detailed billing statement each month, for both fees and disbursements. All invoices will reflect services already performed and disbursements already made and are *due upon receipt*.

In addition to the foregoing hourly rates for professional services, the Law Firm will charge for all costs incurred in providing such services. Examples of such costs include the following. The Law Firm will charge for mileage to and from the Louisville office at the IRS-approved rate, and ½ travel time at the applicable hourly rate. Document printing and copying charges are \$.10 per page for black and white copies, and \$.50 per page for color copies, made within the office. Copying, collating, binding, and scanning performed outside the office will be charged at actual cost for such third-party service.

Exhibit B - Schedule of Costs

1. **Long Distance Telephone Charges:** There is no charge for long-distance calls.
2. **Copying and Scanning:** Document scanning and copying charges are \$.10 per page for black and white copies, and \$.50 per page for color copies made within the Law Firm. Copying, collating, binding, and scanning performed outside the Law Firm shall be charged at actual cost. The decision to use outside scanning, copying, collating and binding services shall be made on a case-by-case basis as the circumstances require.
3. **Deliveries:** Items delivered by commercial messenger service are billed at the actual rate charged by the service.
4. **Legal Research:** The charge to the Client includes the usage amount billed directly to the Law Firm from its on-line legal research provider in relation to the Client's case.
5. **Travel and Mileage:** Travel is charged at half of the total time of travel. Mileage is charged at a rate consistent with the guidelines published by the IRS from the Law Firm's Louisville offices or point of origination.
6. **Other Costs:** Other third-party costs will be billed to clients at the same rate the Law Firm is billed for the third-party services or expenses.

WILSON WILLIAMS FELLMAN DITTMAN
PRIVACY POLICY NOTICE

Attorneys, like other professionals, who advise on certain personal matters, are required by federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by law. Therefore, please understand that your privacy is important to us and we will always protect your right to privacy. Maintaining your trust and confidence is a high priority to this law firm. The purpose of this notice is to comply with the law by explaining our privacy policy with respect to your personal information.

NONPUBLIC PERSONAL INFORMATION WE COLLECT:

In the course of providing our clients with legal services, we collect personal information about our clients that is not available to the public and which is provided to us by our clients or obtained by us with their authorization or consent.

PRIVACY POLICY:

As a client of Wilson Williams Fellman Dittman, rest assured that all nonpublic personal information that we receive from you is held in confidence, and is not released to people outside the firm, except as agreed to by you, or as is permitted or required by law and applicable ethics rules.

CONFIDENTIALITY AND SECURITY:

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. We restrict access to nonpublic, personal information about you to those people in the firm who need to know that information to provide services to you (and their support personnel). In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards as well as federal regulations.

Please call the attorney you work with if you have any questions. Your privacy, our professional ethics, and the ability to provide you with quality service are very important to us.



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: April 14, 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 RESCINDING A CONSTRUCTION CONTRACT TO PYRAMID CONSTRUCTION, INC., FOR PROJECT NO. 24-041, ASPHALT IMPROVEMENTS - COURT STREET.

SUMMARY:

Attached is a resolution rescinding a construction contract to Pyramid Construction, Inc.

PREVIOUS COUNCIL ACTION:

Resolution 15596, dated April 22, 2024, awarded a construction contract to Pyramid Construction, Inc. in the amount of \$724,041.55 for Project No. 24-041, Asphalt Improvements - Court Street, setting forth \$144,958.45 for contingencies.

BACKGROUND:

This project consisted of asphalt improvements to Court Street, from City Center to 24th St, including mill, overlay and striping.

A Notice to Proceed was issued to the contractor for June 21, 2024, and a Notice of Suspension of Work was issued on May 30, 2024, suspending the contract start date until September 1, 2024. The project was then further delayed starting until September 30, 2024, due to a potential change order negotiation. Due to the inability to come to a resolution on the potential change order and the time needed for the City to investigate other means to accomplish the necessary changes, on October 2, 2024, the Public Works Department issued Notice of Suspension of Work #1, delaying the start of the project until November 2, 2024. As the November 2nd date approached, it was determined that weather conditions would make it too cold to pave the road in 2024. The contractor agreed to maintain their pricing through the spring of 2025.

Public Works has since learned from the Stormwater Department that the existing conditions of the stormwater piping in Court Street require immediate repairs before paving can begin. At this time, Public Works foresees that the project delays could

potentially last through the end of 2025. It is unreasonable to expect the contractor to maintain their pricing for over a year.

When the Stormwater project is complete, the Public Works Department will rebid the project.

FINANCIAL IMPLICATIONS:

Funding, in the amount of \$869,000.00, was to be paid from Project Account CI2415, Street Rehabilitation. The contractor had pre-ordered materials and provided some initial traffic control. The contractor will provide an invoice to the City to be paid for any materials delivered to the City and initial traffic control completed. Those expenses will be paid from project account CI2415, Street Rehabilitation.

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

A denial of this resolution will result in not rescinding the construction contract to Pyramid Construction, Inc.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-041 Letter to Rescind Agreement - Asphalt Improvements Court Street
2. Resolution15596

RESOLUTION NO. 15959

A RESOLUTION RESCINDING A CONSTRUCTION CONTRACT TO PYRAMID CONSTRUCTION, INC., FOR PROJECT NO. 24-041, ASPHALT IMPROVEMENTS - COURT STREET.

WHEREAS, Resolution 15569, dated April 22, 2024, awarded a construction contract to Pyramid Construction, Inc.; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council rescinds the previously awarded construction contract to Pyramid Construction, Inc.

SECTION 2.

Funding for initial traffic control and materials provided to the City will be paid from project account CI2415, Street Rehabilitation.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: April 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



Naomi Hedden
Director of Purchasing
230 S. Mechanic Street
719-553-2350
719-553-2351

purchasing@pueblo.us

www.pueblo.us/purchasing

PURCHASING DEPARTMENT

March 18, 2025

Concrete Concepts Design, Inc.
DBA Pyramid Construction, Inc.
Attn: Mike Dierks
3075 Janitell Road, Suite 200
Colorado Springs, CO 80906
Email: mdierks@pyramidconstructioninc.com

Ref: Bid No: 24-041 Asphalt Improvements – Court Street

Dear Mr. Dierks,

The above referenced project was awarded by Pueblo's City Council to Pyramid Construction, Inc. on April 22, 2024, in the amount of \$724,041.55. Following is the timeline of the project after award by City Council.

- A Notice to Proceed was issued for June 21, 2024.
- A Notice of Suspension of Work (#1) was issued by Public Works on May 30, 2024, suspending the contract start date until September 1, 2024.
- The project was further delayed not to start until September 30, 2024, due to a potential change order negotiation.
- A Notice of Suspension of Work (#2) was issued by Public Works on October 2, 2024, due to the inability to come to a resolution on the potential change order and the time needed for the City to investigate other means to accomplish the necessary changes, thus delaying the start until November 2, 2024.
- As the November 2 date approached, it was determined that weather conditions made it too cold to pave the road in 2024. The contractor agreed to maintain their pricing through Spring of 2025.
- Public Works has learned from our Stormwater Department that the existing conditions of the stormwater piping require immediate repairs before paving can begin. At this time, Public Works foresees that the project delays could potentially last through 2025.

Due to these unforeseen delays, the Agreement awarded to Pyramid Construction, Inc. is hereby rescinded and will be presented to City Council soon to complete the rescinding process.

It is my understanding that you have pre-ordered materials for the project. Please provide a final invoice to Charles Roy at Public Works for any initial traffic control and/or materials that will be delivered to the City. If Public Works has any questions regarding the invoice, they will reach out to you for discussion.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Naomi Hedden".

Naomi Hedden
Director of Purchasing

Cc: Charles Roy, Public Works



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: April 22, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$724,041.55 TO PYRAMID CONSTRUCTION, INC., FOR PROJECT NO. 24-041, ASPHALT IMPROVEMENTS - COURT STREET, SETTING FORTH \$144,958.45 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to Pyramid Construction, Inc., for Project No. 24-041, Asphalt Improvements - Court Street.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In general, this project consists of asphalt improvements to Court Street, from City Center to 24th St, to include the mill, overlay and striping. This Resolution awards the construction contract to Pyramid Construction, Inc.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of \$869,000.00 will be paid from Project Account CI2415 Street Rehabilitation.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel this project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-041 Bid Summary

RESOLUTION NO. 15596

A RESOLUTION AWARDDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$724,041.55 TO PYRAMID CONSTRUCTION, INC., FOR PROJECT NO. 24-041, ASPHALT IMPROVEMENTS - COURT STREET, SETTING FORTH \$144,958.45 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 24-041, Asphalt Improvements - Court Street have been received and examined; and,

WHEREAS, the proposal of Pyramid Construction, Inc., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 24-041, Asphalt Improvements - Court Street to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-041, Asphalt Improvements - Court Street, to be performed, and the contract for said project is hereby awarded to Pyramid Construction, Inc., in the amount of \$724,041.55.

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work.....\$144,958.45

SECTION 4.

Funds for Project No. 24-041 (including contingencies and additional work) shall be from Project Account CI2415, Street Rehabilitation.

SECTION 5.

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

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: April 22, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: April 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT AWARD AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE STATE OF COLORADO DEPARTMENT OF LOCAL AFFAIRS (DOLA) PEACE OFFICERS MENTAL HEALTH SUPPORT GRANT PROGRAM, IN THE AMOUNT OF \$100,000, ESTABLISHING PROJECT NUMBER PS2501, AND BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2501

SUMMARY:

This Ordinance approves a grant award from the Department of Local Affairs and approves and accepts an initial grant award of \$100,000.00 into Project PS2501.

PREVIOUS COUNCIL ACTION:

City Council approved Resolution No. 10439, which authorized staff to submit an application requesting an award of this grant annually since 2020.

BACKGROUND:

The Peace Officers Mental Health Support grant program within the Department of Local Affairs (DOLA) is available for local law enforcement agencies to engage mental health professionals who can provide on-scene response services to support peace officers' handling of persons with mental health disorders and counseling services for peace officers.

This grant will improve the mental health of officers of the Pueblo Police Department by offering professional counseling for officers involved in shooting, fatal use of force, and other critical incidents. Contracted services from a qualified, competent mental health provider will be provided, in person or remotely, to peace officers involved in job-related traumatic situations. Services may include trauma therapy and treatment. Peace officers may choose to use a different counselor and may be reimbursed for their out-of-pocket expenses.

Following trauma exposure, an individual experiences one or more aspects of physical and psychological symptoms that can affect their mental health. According to the American Journal of Managed Care, critical incident stress debriefing is a practice that allows officers to both process and reflect on the traumatic events they've experienced and gain personal control around the incident.

Training and resources through this grant will be used exclusively for the sworn law enforcement members of the Pueblo Police Department.

FINANCIAL IMPLICATIONS:

This grant is 100% funded by DOLA, with no matching funds. This grant requires monitoring, auditing, and submission of financial documents which will impact the city with staffing costs.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

The Pueblo Police Department supports the award and appropriation of the funds to establish additional mental health support for its officers.

ALTERNATIVES:

Decline this grant offer from the Department of Local Affairs Peace Officers Mental Health Support.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Terms and Conditions

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AWARD AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE STATE OF COLORADO DEPARTMENT OF LOCAL AFFAIRS (DOLA) PEACE OFFICERS MENTAL HEALTH SUPPORT GRANT PROGRAM, IN THE AMOUNT OF \$100,000, ESTABLISHING PROJECT NUMBER PS2501, AND BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2501

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to accept grants from the state government for public and municipal purposes and to enter into agreements relating thereto; and

WHEREAS, the State of Colorado Department of Local Affairs has tendered a Grant Award Letter including Terms and Conditions (the "Award") in the amount of \$100,000.00 for law enforcement training purposes for the Peace Officers Mental Health Support upon conditions recited therein or incorporated therein by reference; and

WHEREAS, acceptance of the Award for the purposes for which it has been made is in the best interest of the City of Pueblo and will benefit the health, welfare, and safety of the citizens of the City; NOW, THEREFORE,

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

SECTION 1.

The Award of the State of Colorado Department of Local Affairs Peace Officer Mental Health Support grant funding in the amount of \$100,000.00 is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

The Pueblo Police Department is empowered to apply for and accept additional grant awards pursuant to the Grant Agreement as those funds are made available by the State of Colorado.

SECTION 3.

Project number PS2501 is hereby established in the Public Safety Grants Fund. All current and future funds accepted under this Ordinance shall be budgeted and appropriated into project number PS2501 by the Finance Department.

SECTION 4.

The officers and staff of the City of Pueblo are authorized to perform any and all acts

consistent with this Ordinance and to implement the policies and procedures described therein.

SECTION 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

Approved on _____.

Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST



City Clerk

POMH
CTGG1 NLAA 202500003638

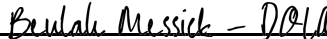
STATE OF COLORADO INTERGOVERNMENTAL GRANT AGREEMENT SUMMARY OF TERMS AND CONDITIONS

State Agency Department of Local Affairs (DOLA)	DLG Portal Number POMH-25-002	CMS Number 197050
Grantee City of Pueblo	Grant Award Amount \$100,000.00	
Project Number and Name POMH-25-002 Pueblo - Peace Officer Behavioral Health Support	Performance Start Date The later of the Effective Date or February 21, 2025	Grant Expiration Date June 30, 2026
Project Description The Project consists of providing Grant Funds to the City of Pueblo for provision of counseling services to peace officers and their immediate families.	Program Name Peace Officer Behavioral Health Support and Community Partnerships Grant Program (POMH)	
	Funding Source STATE FUNDS	
	Catalog of Federal Domestic Assistance (CFDA) Number N/A	
DOLA POMH Program Manager Ella Bowman, (303) 864-7896, Ella.bowman@state.co.us	Funding Account Codes PM2502	
VCUST# 14170	Address Code AD001 WARR	

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

<p>DEPARTMENT OF LOCAL AFFAIRS PROGRAM REVIEWER</p> <p>DocuSigned by:  682EDC49C2BC4B5...</p> <p>By: Ella Bowman, POMH Program Manager</p> <p>Date: <u>2/24/2025 12:47 PM PST</u></p>	<p>STATE OF COLORADO Jared S. Polis, Governor DEPARTMENT OF LOCAL AFFAIRS Maria De Cambra, Executive Director</p> <p>Signed by:  590E1B45E7884A4...</p> <p>By: Maria De Cambra, Executive Director</p> <p>Date: <u>3/4/2025 11:41 PM MST</u></p>
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In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate (the “Effective Date”).

<p><u>STATE CONTROLLER</u> <u>Robert Jaros, CPA, MBA, JD</u></p> <p>DocuSigned by:  090ACD88A721474...</p> <p>By: Beulah Messick, Controller Delegate Department of Local Affairs</p> <p>Effective Date: <u>3/11/2025 7:47 PM MDT</u></p>

POMH-25-002 Pueblo - Peace Officer Behavioral Health Support

TERMS AND CONDITIONS

1. GRANT

As of the Performance Start Date, the State Agency shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the “State”) hereby obligates and awards to Grantee shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the “Grantee”) an award of Grant Funds in the amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. By accepting the Grant Funds provided under this Intergovernmental Grant Agreement, Grantee agrees to comply with the terms and conditions of this Intergovernmental Grant Agreement and requirements and provisions of all Exhibits to this Intergovernmental Grant Agreement.

2. TERM

A. Initial Grant Term and Extension

The Parties’ respective performances under this Intergovernmental Grant Agreement shall commence on the Performance Start Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Intergovernmental Grant Agreement. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Intergovernmental Grant Agreement by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Intergovernmental Grant Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Intergovernmental Grant Agreement ceases to further the public interest of the State or if State, Federal or other funds used for this Intergovernmental Grant Agreement are not appropriated, or otherwise become unavailable to fund this Intergovernmental Grant Agreement, the State, in its discretion, may terminate this Intergovernmental Grant Agreement in whole or in part by providing written notice to Grantee. If the State terminates this Intergovernmental Grant Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Intergovernmental Grant Agreement that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Intergovernmental Grant Agreement that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Intergovernmental Grant Agreement by the State for breach by Grantee.

C. *Reserved.*

3. AUTHORITY

Authority to enter into this Intergovernmental Grant Agreement exists in the law as follows:

A. *Reserved.*

POMH-25-002 Pueblo - Peace Officer Behavioral Health Support

B. State Authority

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies. This Intergovernmental Grant Agreement is funded, in whole or in part, with State funds.

4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. *Reserved.*

B. *Reserved.*

C. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.

D. “**Exhibits**” means the following exhibits attached to this Intergovernmental Grant Agreement:

i. **Exhibit B**, Scope of Project

ii. **Exhibit G**, Form of Option Letter

E. “**Extension Term**” means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Intergovernmental Grant Agreement, an amendment, or an Option Letter.

F. *Reserved.*

G. *Reserved.*

H. “**Goods**” means any movable material acquired, produced, or delivered by Grantee as set forth in this Intergovernmental Grant Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

I. “**Intergovernmental Grant Agreement**” or “**Grant**” means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

J. “**Grant Expiration Date**” means the Grant Expiration Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.

K. “**Grant Funds**” or “**Grant Award Amount**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Intergovernmental Grant Agreement.

L. “**Incident**” means any accidental or deliberate event that results in, or constitutes an imminent threat of, the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

M. “**Initial Term**” means the time period between the Performance Start Date and the initial Grant Expiration Date.

N. *Reserved.*

O. “**Other Funds**” means all funds necessary to complete the Project, excluding Grant Funds. Grantee is solely responsible for securing all Other Funds.

POMH-25-002 Pueblo - Peace Officer Behavioral Health Support

- P. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- Q. **“Performance Start Date”** means the later of the Performance Start Date or the Execution Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.
- R. *Reserved.*
- S. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501, C.R.S. and 24-73-101, C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.
- T. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- U. **“Project”** means the overall project described in **Exhibit B**, which includes the Work.
- V. **“Project Budget”** means the amounts detailed in **§6.2 of Exhibit B**.
- W. *Reserved.*
- X. *Reserved.*
- Y. **“Services”** means the services performed by Grantee as set forth in this Intergovernmental Grant Agreement, and shall include any services rendered by Grantee in connection with the Goods.
- Z. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to State personnel records not subject to disclosure under CORA.
- AA. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- BB. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- CC. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- DD. *Reserved.*
- EE. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.

POMH-25-002 Pueblo - Peace Officer Behavioral Health Support

FF. *Reserved.*

GG. *Reserved.*

HH. *Reserved.*

II. “**Work**” means the delivery of the Goods and performance of the Services described in this Intergovernmental Grant Agreement.

JJ. “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Performance Start Date that is used, without modification, in the performance of the Work.

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

5. PURPOSE

The purpose of the Peace Officer Mental Health Support Grant Program is to provide grants to local law enforcement agencies for the purpose of engaging mental health professionals who can provide mental health support services to peace officers. The purpose of this Grant is described in **Exhibit B**.

6. SCOPE OF PROJECT

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

7. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Award Amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.

- i.** The State may increase or decrease the Grant Award Amount by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Award Amount.
- ii.** The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Performance Start Date or after the Grant Expiration Date.
- iii.** Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

B. Erroneous Payments

The State may recover, at the State’s discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended

POMH-25-002 Pueblo - Peace Officer Behavioral Health Support

or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Intergovernmental Grant Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

C. Matching Funds.

Grantee shall provide the Other Funds amount shown on the Project Budget in **Exhibit B** (the “Local Match Amount”). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Intergovernmental Grant Agreement each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Intergovernmental Grant Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Intergovernmental Grant Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee’s laws or policies.

D. Reimbursement of Grantee Costs

The State shall reimburse Grantee’s allowable costs, not exceeding the maximum total amount described in this Intergovernmental Grant Agreement for all allowable costs described in this Intergovernmental Grant Agreement and shown in the Project Budget in **Exhibit B**.

i. Upon request of the Grantee, the State may, without changing the maximum total amount of Grant Funds, adjust or otherwise reallocate Grant Funds among or between each line of the Project Budget by providing Grantee with an executed Option Letter or formal amendment.

E. Close-Out and De-obligation of Grant Funds

Grantee shall close out this Grant no later than 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Intergovernmental Grant Agreement and Grantee’s final reimbursement request or invoice. Any Grant Funds remaining after submission and payment of Grantee’s final reimbursement request are subject to de-obligation by the State.

8. REPORTING – NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out period described in **§7.E**.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award.

9. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe

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all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Intergovernmental Grant Agreement using procedures as determined by the State. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Audits

Grantee shall comply with all State and federal audit requirements.

10. CONFIDENTIAL INFORMATION-STATE RECORDS**A. Confidentiality**

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Intergovernmental Grant Agreement. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security (<http://oit.state.co.us/ois>) and all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

POMH-25-002 Pueblo - Peace Officer Behavioral Health Support

Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

12. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

13. REMEDIES

In addition to any remedies available under any Exhibit to this Intergovernmental Grant Agreement, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant Funds to the State in the State's sole discretion. The State may also terminate this Intergovernmental Grant Agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

14. DISPUTE RESOLUTION

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

15. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Intergovernmental Grant Agreement shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal

POMH-25-002 Pueblo - Peace Officer Behavioral Health Support

representative or principal representative contact information by notice submitted in accordance with this §15.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

17. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions, committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Intergovernmental Grant Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, or protections of any of these provisions.

18. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Intergovernmental Grant Agreement.

B. Captions and References

The captions and headings in this Intergovernmental Grant Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Intergovernmental Grant Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Intergovernmental Grant Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Intergovernmental Grant Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Intergovernmental Grant Agreement, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in either an option letter or a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

POMH-25-002 Pueblo - Peace Officer Behavioral Health Support

E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Intergovernmental Grant Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Performance Start Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

G. Order of Precedence

In the event of a conflict or inconsistency between this Intergovernmental Grant Agreement and any Exhibits or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i.** Colorado Special Provisions in §19 of the main body of this Grant;
- ii.** Any executed Option Letter and Amendment;
- iii.** The provisions of this Intergovernmental Grant Agreement; and
- iv.** The provisions of any exhibits to this Intergovernmental Grant Agreement.

H. Severability

The invalidity or unenforceability of any provision of this Intergovernmental Grant Agreement shall not affect the validity or enforceability of any other provision of this Intergovernmental Grant Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

I. Survival of Certain Intergovernmental Grant Agreement Terms

Any provision of this Intergovernmental Grant Agreement that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

J. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Intergovernmental Grant Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

K. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Intergovernmental Grant Agreement, whether explicit or by lack of enforcement, shall not

POMH-25-002 Pueblo - Peace Officer Behavioral Health Support

operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

L. Accessibility

- i.** Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended.
- ii.** Grantee shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- iii.** The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**A. STATUTORY APPROVAL. §24-30-202(1) C.R.S.**

This Intergovernmental Grant Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Intergovernmental Grant Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Intergovernmental Grant Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5) C.R.S.

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

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Intergovernmental Grant Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the

POMH-25-002 Pueblo - Peace Officer Behavioral Health Support

State to any agreement, liability, or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Intergovernmental Grant Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Intergovernmental Grant Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Intergovernmental Grant Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Intergovernmental Grant Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Intergovernmental Grant Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Intergovernmental Grant Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Intergovernmental Grant Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Intergovernmental Grant Agreement, including, without limitation, immediate termination of this Intergovernmental Grant Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507 C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Intergovernmental Grant Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect,

POMH-25-002 Pueblo - Peace Officer Behavioral Health Support

that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

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Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: April 14, 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 4580 DILLON DRIVE FROM PUD, PLANNED UNIT DEVELOPMENT TO B-3, HIGHWAY AND ARTERIAL BUSINESS ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone .92-acres at 4580 Dillon Drive from PUD, Planned Unit Development to B-3, Highway and Arterial Business Zone District for development of a proposed Whataburger restaurant.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The applicant is requesting to rezone from a Planned Unit Development (PUD) to a B-3, Highway and Arterial Business Zone District. The subject property is a 0.92-acre parcel, generally located east of Sam's Club in-between Candlewood Suites and Holiday Inn Express & Suites at 4580 Dillon Drive. The applicant intends to develop a Whataburger at this site. The subject property is currently within the North Pueblo Commercial Park, Filing No. 1, 1st Amendment PUD. The PUD Guidelines were recorded in 2007 and are intended for mixed-use commercial development near Dillon Drive and Eagleridge Boulevard. A restaurant is permitted in the PUD as well as most other commercial uses like a movie theater, fitness club, and general retail. However, the guidelines require any development within the PUD, no matter the use or footprint, to comply with the Large-Scale Development Standards. These standards would otherwise only apply when new development creates a building equal to or exceeding 40,000 gross square feet of single-plate ground floor (Section 17-4-46, (d), (1)). Large-Scale Development Standards are generally intended for greenfield big box retail development. The standards include, but are not limited to, requirements for public art, pedestrian arcades, and seating planters --all of which are challenging to meet on a 45,474 square foot lot. The scale of development standards (small, medium, large) is

typically based on the footprint of the building –not the zone district in which the building is located. The proposed Whataburger has an approximate gross square footage of 3,500 square feet, which is far below the threshold for Large-Scale Development Standards. Holding this project to standards intended for much larger developments creates physical and financial hardships that otherwise would not occur if the subject property was in a standard commercial zone district. Should the subject property be rezoned to B-3, the applicant will be able to develop the proposed Whataburger according to the Small-Scale Development Standards (Section 17-4-48, (d), (1)), which are more appropriate based on the scope of the project. Rezoning to B-3 is also compatible with the neighboring properties and uses. Nearly all subdivided and developed parcels outside of the PUD between Eagleridge and Highway 50 are zoned B-3. Dillon Drive is classified as an arterial street, and this area is designated as Commercial Mixed Use by the 2022 Regional Comprehensive Plan. The proposed site plan will have to meet all applicable provisions before a building permit is issued. While reviewing this rezoning request, the Fire Department and Police Department raised concerns regarding traffic along this corridor. Staff met to discuss these concerns, and the Fire and Police Departments were comfortable moving forward with the rezoning request and commercial review knowing that all parties were aware of and making efforts to address safety concerns along Dillon Drive.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their March 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-25-01 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 4580 DILLON DRIVE FROM PUD, PLANNED UNIT DEVELOPMENT TO B-3, HIGHWAY AND ARTERIAL 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 PUD, Planned Unit Development to B-3, Highway and Arterial Business Zone District:

PARCEL B REARRANGEMENT OF PROPERTY BOUNDARIES LL-16-07 FORMERLY #05-120-21-002 + 003

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

Approved on _____.

Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

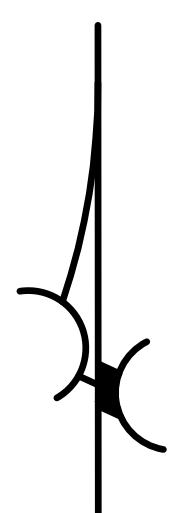
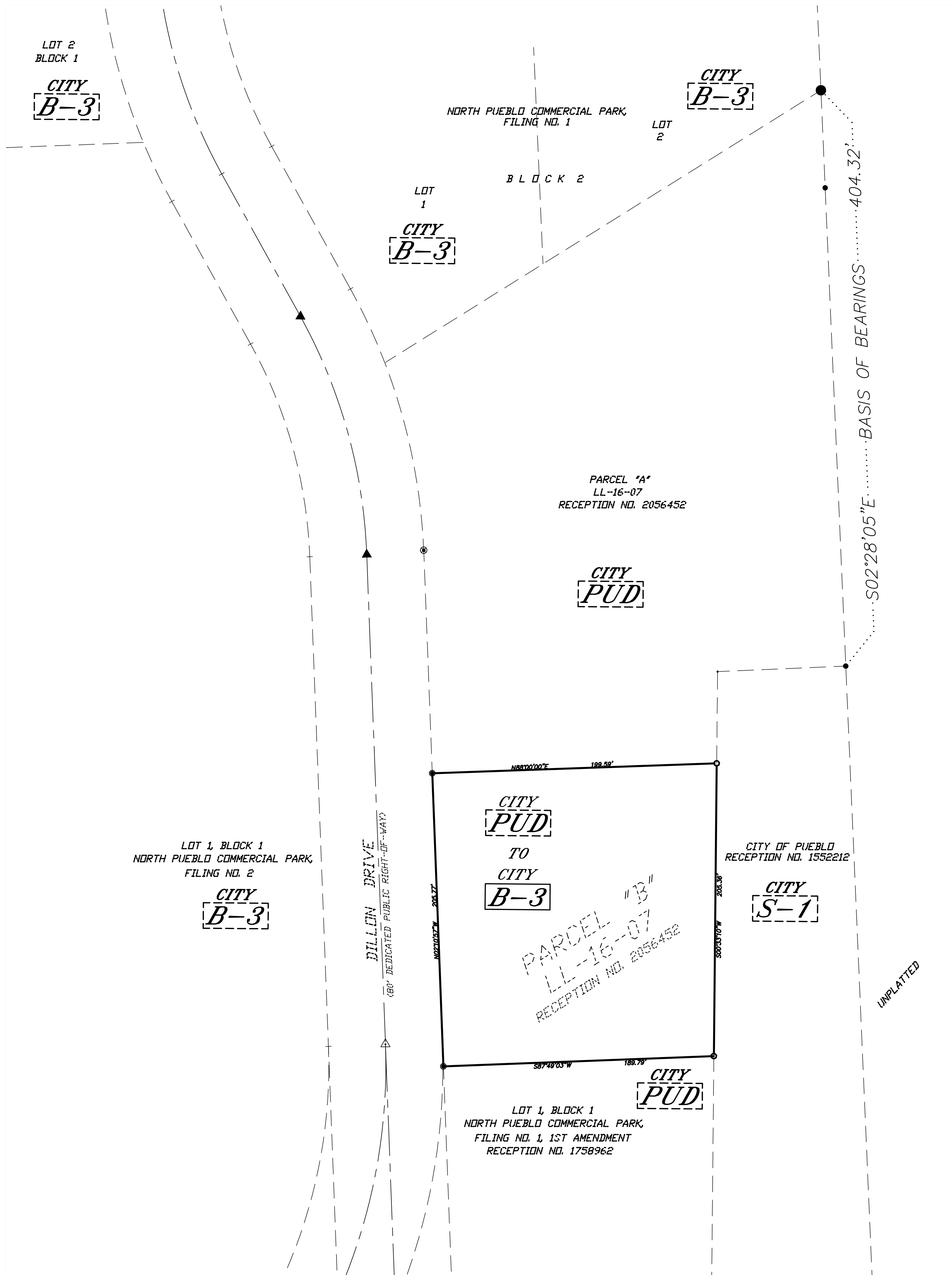
President of City Council

ATTEST

City Clerk

EXHIBIT "B" ZONING EXHIBIT

PARCEL B OF REARRANGEMENT OF PROPERTY BOUNDARIES LL-16-07 RECORDED DECEMBER 15, 2016 UNDER RECEPTION NO. 2056452, COUNTY OF PUEBLO, STATE OF COLORADO



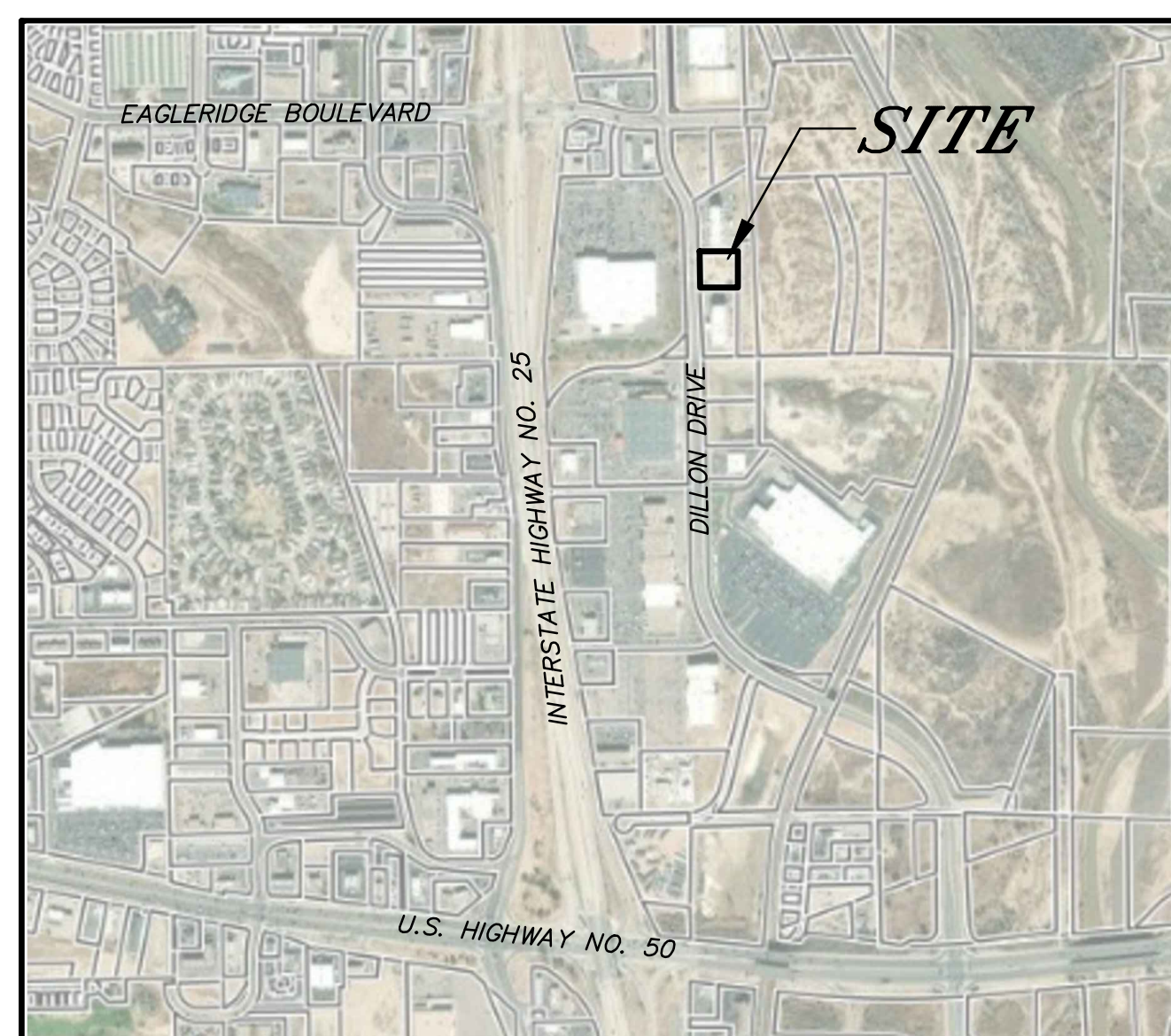
SCALE: 1" = 40'

LEGEND

- PROPOSED ZONING BOUNDARY
- EXISTING ZONING
- PROPOSED ZONING

BASIS OF BEARINGS

THE EAST LINE OF PARCEL "A" OF REARRANGEMENT OF PROPERTY BOUNDARIES LL-16-07, MONUMENTED ON EACH END WITH NO. 4 W/ YELLOW PLASTIC CAP, P.L.S. NO. 12933. BEARS S. 02°28'05" E.



VICINITY MAP
NOT TO SCALE

PREPARED

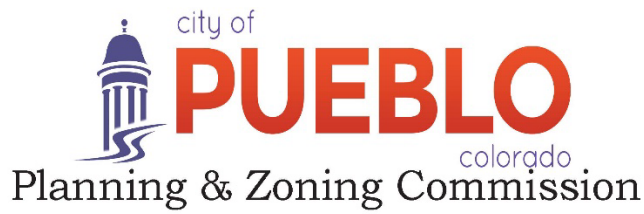
B
Y: NORTHSTAR ENGINEERING AND SURVEYING, INC.



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 March 12, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30 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, Hannah Prinzi, Planner, Cindy Capritta, Land Use Tech

Staff Members Absent: None

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

Motion Passed: 6-0

Public Meeting:

Public Hearings:

1. Z-25-01 Rezone: Rezoning of 0.92 acres located at 4580 Dillon Dr from Planned Unit Development (PUD) to Highway and Arterial Business (B-3) to facilitate commercial development. Staff Report by Hannah Prinzi, Planner.

Hearing: Applicant Michael Cuppy was sworn in and spoke in support of the rezoning application. No one appeared in opposition.

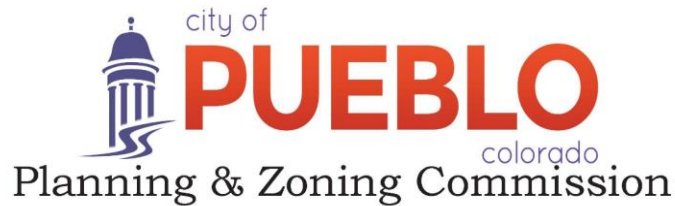
Commission Action: Bailey moved to recommend the rezoning application to City Council seconded by Avalos.

Motion Passed: 6-0.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-25-01

TO: City of Pueblo, Planning and Zoning Commission

FROM: Hannah Prinzi, Planner

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

DATE: March 12th, 2025

SUBJECT: Rezone from Planned Unit Development (PUD) to Highway and Arterial Business (B-3) Zone District

APPLICANT: Josh Sandoval, NorthStar Engineer

PROPERTY OWNER: Pueblo Lodging II LLC

LOCATION: 4580 Dillon Dr

CONCURRENT REQUESTS: C-24-19 Whataburger restaurant

REQUEST:

Rezone 0.92-acres located at 4580 Dillon Dr from Planned Unit Development (PUD) to Highway and Arterial Business (B-3) Zone District to development of a proposed Whataburger restaurant.

BACKGROUND AND ANALYSIS:

The applicant is requesting to rezone from a Planned Unit Development (PUD) to a Highway and Arterial Business (B-3) Zone District. The subject property is a 0.92-acre parcel, generally located east of Sam’s Club in-between Candlewood Suits and Holiday Inn Express & Suites at 4580 Dillon Dr. The property is currently vacant, but the applicant intends to develop a Whataburger at this site. (See Exhibit F. Site Plan). The applicant submitted a commercial application to pull a building permit for the Whataburger in November 2022, which is when staff recommended they also apply for a rezoning request.

The subject property is currently within the North Pueblo Commercial Park, Filing No. 1, 1st Amendment PUD. The PUD Guidelines were recorded in 2007 and are intended for mixed-use commercial development near Dillon Drive and Eagleridge Boulevard (See Exhibit G. Supporting Documents). A restaurant is permitted in the PUD as well as most other commercial uses like a movie theater, fitness club, and general retail. However, the guidelines require any development within the PUD, no matter the use or footprint, to comply with the Large-Scale Development Standards. These standards would otherwise only apply when new development creates a building equal to or exceeding 40,000 gross square feet of single-plate ground floor (Section 17-4-46, (d), (1)). Large-Scale Development Standards are generally intended for greenfield big box retail development. The

standards include, but are not limited to, requirements for public art, pedestrian arcades, and seating planters -- all of which are challenging to meet on a 45,474 sq. ft. lot.

The scale of development standards (small, medium, large) is typically based on the footprint of the building -- not the zone district in which the building is located. The proposed Whataburger has an approximate gross square footage of 3,500 sq. ft., which is far below the threshold for Large-Scale Development Standards. Holding this project to standards intended for much larger developments creates physical and financial hardships that otherwise would not occur if the subject property was in a standard commercial zone district.

Should the subject property be rezoned to B-3, the applicant will be able to develop the proposed Whataburger according to the Small-Scale Development Standards (Section 17-4-48, (d), (1)), which are more appropriate based on the scope of the project. Rezoning to B-3 is also compatible with the neighboring properties and uses. Nearly all subdivided and developed parcels outside of the PUD between Eagleridge and Highway 50 are zoned B-3. Dillon Dr is classified as an arterial street, and this area is designated as Commercial Mixed Use by the 2022 Regional Comprehensive Plan (Comp Plan). Rezoning to B-3 would be compatible with neighboring properties and uses.

The proposed site plan will have to meet all applicable provisions before a building permit is issued. While reviewing this rezoning request, the Fire Department and Police Department raised concerns regarding traffic in this corridor. Staff met to discuss these concerns, and the Fire and Police Departments were comfortable moving forward with the rezoning request and commercial review knowing that all parties were aware of and making efforts to reduce traffic congestion on Dillon Drive. In one such effort, Transportation has requested a traffic impact memo for the site, which the applicant has already provided. Public Works also explained the project to implement a roundabout at the intersection of Dillon Dr and Eagleridge Blvd, which will be a welcomed help.

LAND USE AND PLANNING COMMENTS
CHARACTER AND COMPATIBILITY

Site Character:	The site is an undeveloped, vacant lot.
Neighborhood Compatibility:	<p>North Planned Unit Development (PUD), Candlewood Suites</p> <p>East Government Use (S-1) and Industrial (I-2), Fountain Creek</p> <p>South Planned Unit Development (PUD), Holiday Inn Express & Suites</p> <p>West Highway and Arterial Business (B-3), Sam’s Club</p>
Comprehensive Plan Compliance:	<p>The subject site is designated as a Commercial Mixed Use, which supports a mix of commercial, employment, and service-oriented services. The zoning amendment would reduce barriers to facilitate commercial development at the subject property, furthering the goals of the 2022 Regional Comprehensive Plan.</p> <p>The proposed rezoning to facilitate commercial development of the site meets the intent of the Comprehensive Plan by reducing barriers to develop a new fast-food restaurant near I-25.</p>

ZONING AMENDMENT TEST

The standard for accepting an amendment to the zoning map is that the proposed zoning action must either:

1) Further the goals and objectives of the comprehensive land use plan, or

Comments **The Comprehensive Plan 2022 designates the subject property as a Commercial Mixed Use, which calls for a mix of commercial, employment, and service-oriented uses. The zoning amendment would further the goals of the comprehensive plan as it would reduce barriers to develop a new fast-food restaurant near I-25 on a busy arterial street.**

2) Show that the area has changed significantly since the adoption of the comprehensive land use plan

Comments **Not Applicable**

3) Show that there was a mistake or error made in the original zoning of the property.

Comments **Not Applicable**

APPLICATION REQUIREMENT PER §17-6-1 OF THE PUEBLO MUNICIPAL CODE

The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application

Comments **The application contains the required information.**

The interest of the applicant and the interest of the person, firm or corporation represented by the applicant, be it legal, sales development, operation or other interest.

Comments **The application contains the required information.**

The nature of the amendment and a legal description of the property that would be affected by the amendment.

Comments **The application contains the required information.**

A statement of the facts which the applicant believes justify the amendment; provided; however, that when any amendment changing the zoning map is requested, the following additional information shall be furnished:

Comments **The application contains the required information.**

A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

Comments **The application contains the required information.**

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

Comments **The application contains the required information.**

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

Comments **The application contains the required information.**

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

Comments **The application contains the required information.**

CONTEXT OF ZONE DISTRICT REQUIREMENTS PER §17-4-51(17) OF THE PMC:**A. Purpose of B-3 Zone District Standards:**

The standards of this district (B-3) are intended to provide areas along highways and arterial streets for location of business and services. The subject property is located on an arterial street east of Interstate 25 (I-25) and north of Highway 50. Most of the surrounding commercial properties are zoned B-3 and service high volumes of traffic. Thus, rezoning the subject property to B-3 matches the intent of the zone district.

REFERRAL AGENCIES AND COMMENTS:

- City Public Works- Traffic issues have been noted and will be addressed in the commercial review as well as in larger improvements along the Dillon Dr corridor, such as a roundabout at the intersection of Eagleridge Blvd and Dillon Dr.
- City Transportation- See Above.
- City Law Department- No Comment
- Pueblo Regional Building Department- No Comment
- City Fire Department- First Responders, including the City's Fire and Police Departments, were concerned with traffic along this corridor. They are comfortable moving forward with the rezoning request and commercial review of this subject property. However, they are keen to see traffic improvements along Dillon Dr.
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department- No Comment
- Xcel Energy- No Comment
- Black Hills Energy- No Comment
- CDOT- No Comment

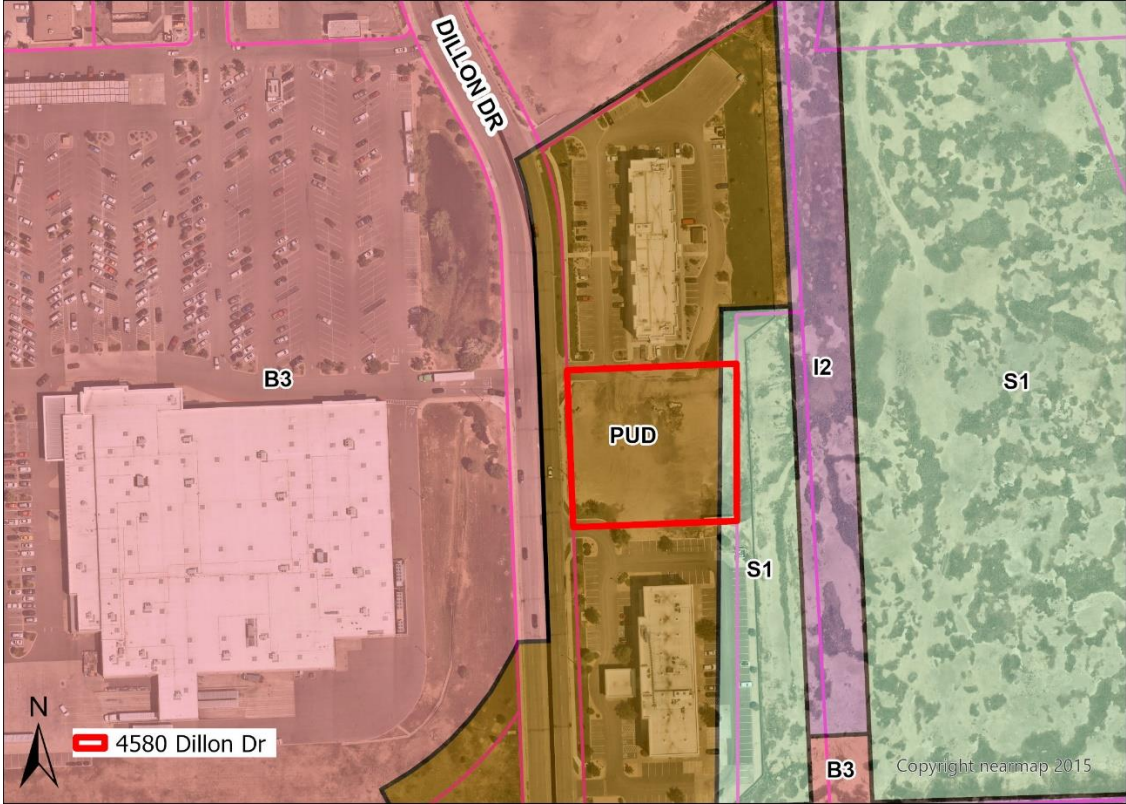
ATTACHMENTS:

- A. **Aerial Photograph**
- B. **Zoning Map**
- C. **Comprehensive Plan Map**
- D. **Site Photographs**
- E. **Zoning Exhibit**
- F. **Site Plan Supporting Documents**
- G. **Supporting Documents**

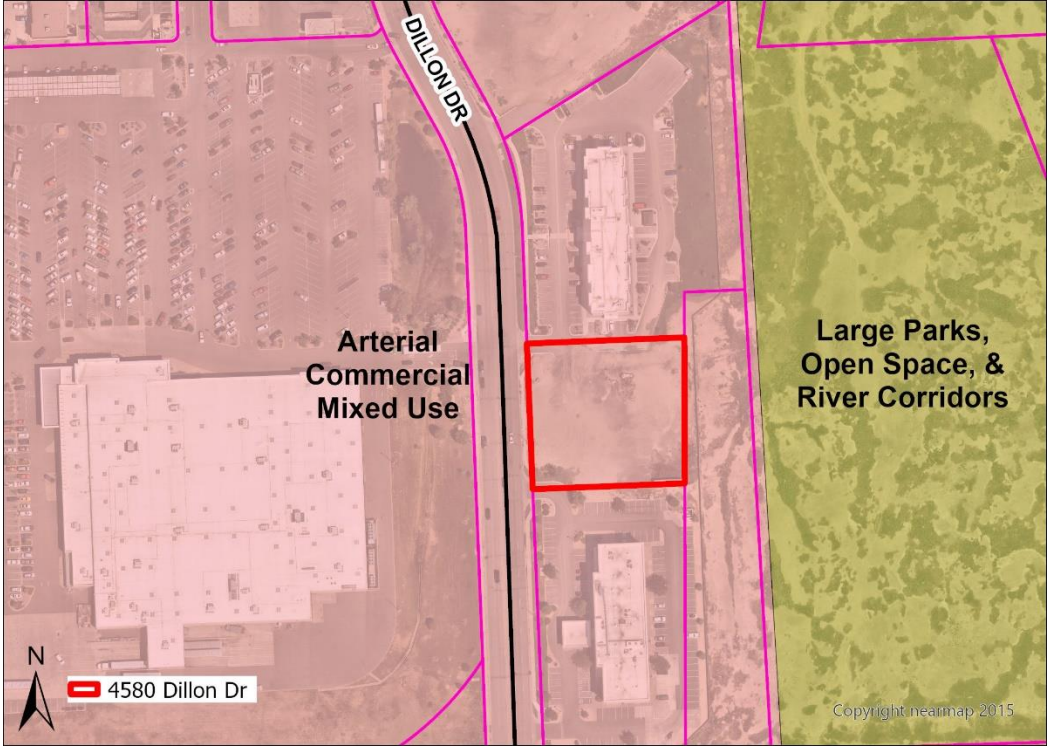
A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan Map



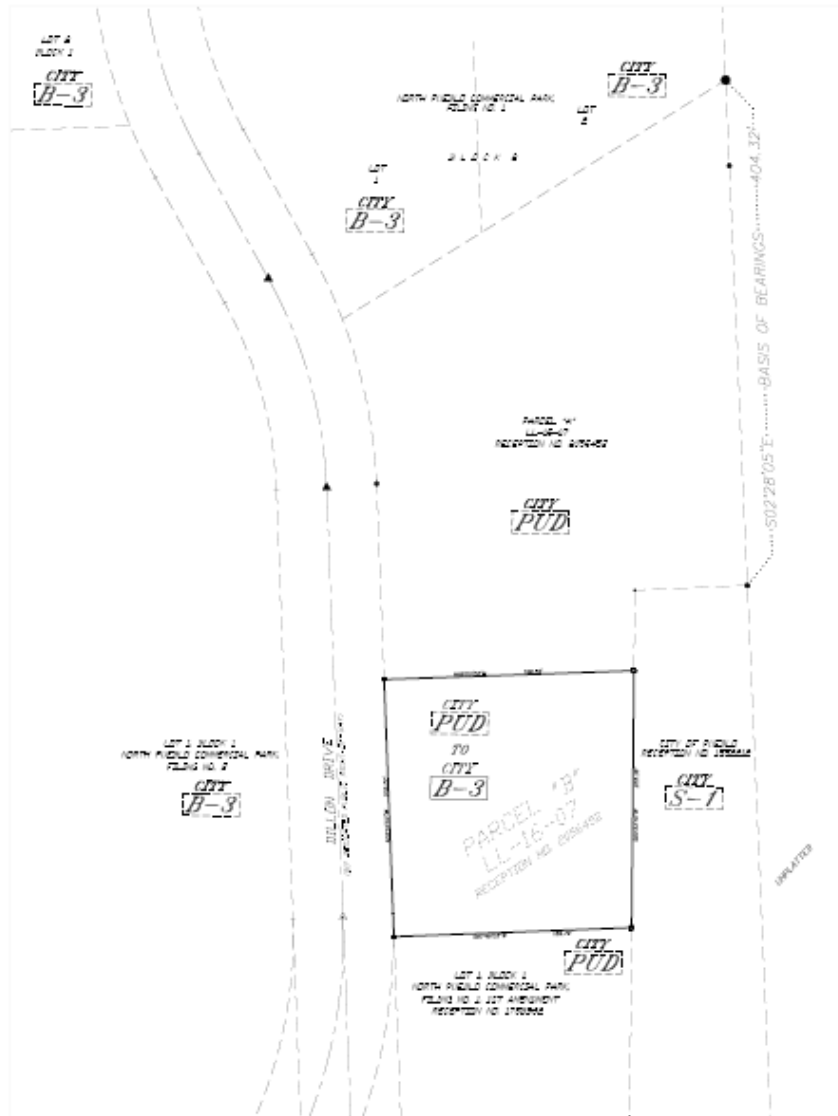
D. Site Photos, Public Notice



E. Zoning Exhibit

EXHIBIT "B" ZONING EXHIBIT

PARCEL B OF REARRANGEMENT OF PROPERTY BOUNDARIES LL-16-07, RECORDED INSTRUMENT NO. 2016 UNDER RECORD NO. 2056452, COUNTY OF PUEBLO, STATE OF COLORADO



PREPARED BY

SCALE: 1" = 40'

- LEGEND**
- PROPOSED ZONING BOUNDARY
 - CITY B-3 ZONING
 - CITY PUD ZONING
 - CITY S-7 ZONING

BASIS OF BEARINGS
 THE BASIS OF BEARINGS IS THE SUBSTANTIALITY OF PROPERTY BOUNDARIES AS SHOWN ON RECORD INSTRUMENT NO. 2016 UNDER RECORD NO. 2056452, COUNTY OF PUEBLO, STATE OF COLORADO.



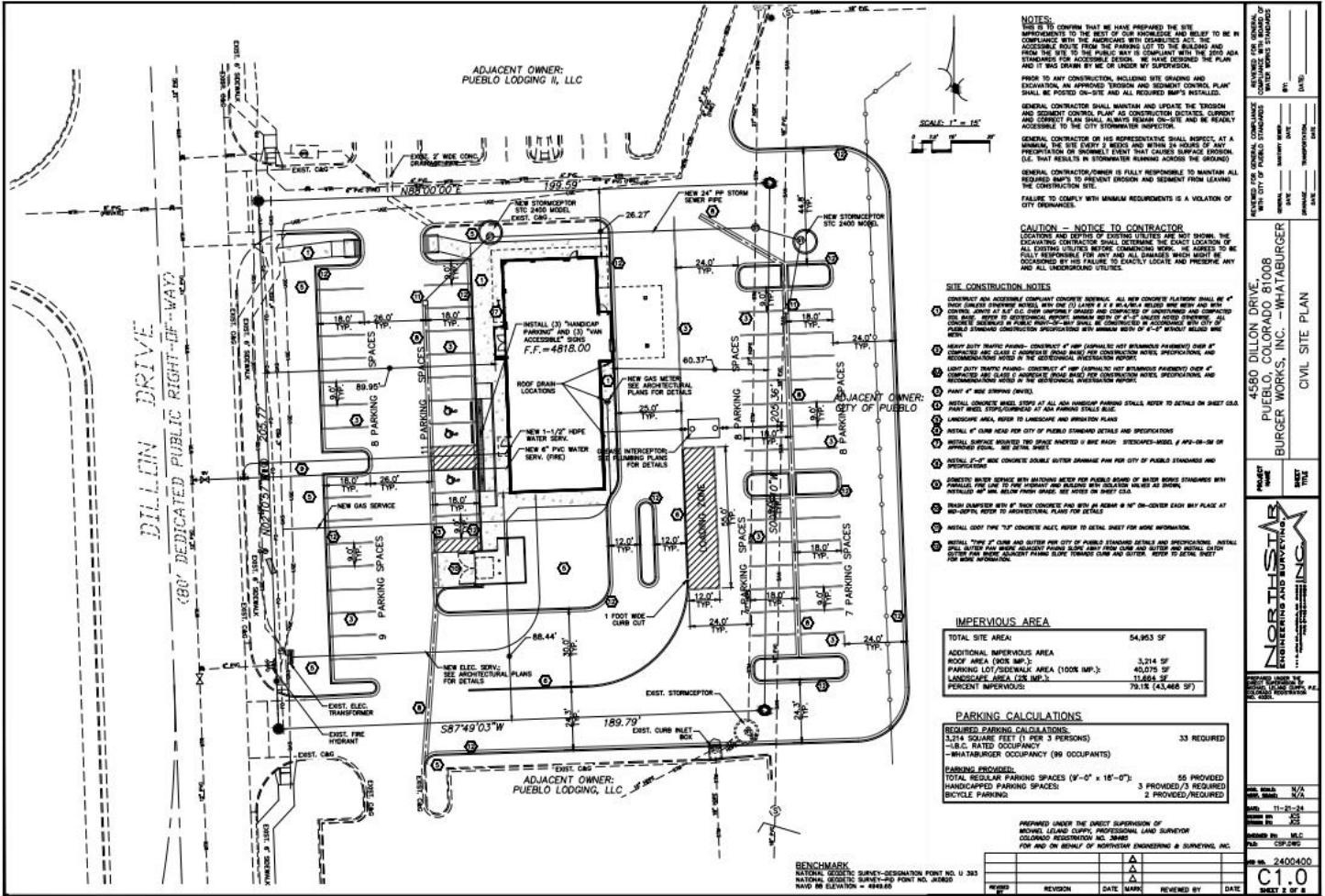
VICINITY MAP

BY NORTHEAR ENGINEERING AND SURVEYING, INC.

24 04 00

HEET 1

F. Site Plan



G. Supporting Documents

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Page: 1 of 10 R 51.00 D 0.00 T 51.00
Gilbert Ortiz Clerk/Recorder, Pueblo County, Co



**NORTH PUEBLO COMMERCIAL PARK, FILING NO. 1,
1ST AMENDMENT**

A Mixed-Use Commercial Development in the City of Pueblo, Colorado

DEVELOPMENT GUIDE

The PUD – Planned Unit Development Zoning Regulations for a Mixed-Use Commercial Development near Dillon Drive and Eagleridge Boulevard in the City of Pueblo, Colorado.

Prepared for:

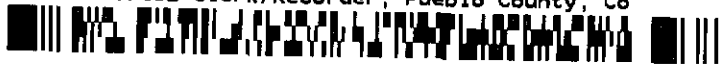
JPK, Inc.
2011 8th Avenue N.E.
Aberdeen, South Dakota 57401

James P. Koehler, President
605.229.0030

Prepared by:

Northstar Engineering and Surveying, Inc.
111 E. 5th Street
Pueblo, Colorado 81003

719.544.6823



I. INTRODUCTION

A. **Statement of Purpose**

This document shall serve as a guideline for the implementation of design standards for the North Pueblo Commercial Park, Filing no. 1, 1st Amendment Mixed-Use Commercial Development by providing, in detail, the objectives of the development. These guidelines will assist in providing a definitive set of objectives and the intended community design character, whereby any impacts on the surrounding area will be mitigated.

Project Narrative

The North Pueblo Commercial Park, Filing No. 1, 1st Amendment Mixed-Use Commercial Development is a planned mixed-use commercial district along Dillon Drive south of Eagleridge Boulevard consisting of approximately 5.85 acres in north Pueblo, Colorado. The design is intended to create a sense of community and identity. The development will be moderate in density. The design should emphasize family dining, retail establishments, and accommodations for transients.

The PUD development will help to create a positive social environment. Development of this parcel will help spur additional dining, accommodations for travelers, and retail establishments in this area of town. Additionally, development of this PUD will help to aesthetically enhance the Dillon Drive corridor and the views from I-25.

Once developed, the property will contain landscaping as an aesthetic enhancement.

It is anticipated that final approvals for the PUD development will be in place by June of 2007 allowing for a third quarter 2007 groundbreaking for Area C1. Construction of area C1 is anticipated to be complete by summer of 2008. The construction timeline for area C2 is unknown at this time.

Directly south of this multi-use commercial development is a vacant tract of approximately 16.96 acres located in North Pueblo Commercial Park, Filing No. 5 dedicated for drainage. Directly north of this multi-use commercial development are two vacant commercial lots of approximately 1.68 and 1.31 acres located in North Pueblo Commercial Park, Filing No. 1. Directly west of this multi-use commercial development is Dillon Drive and the existing Sam's Club retail establishment. Directly east of this multi-use commercial development is 18.3 acres of vacant land that was previously used as a land fill and is owned by the City of Pueblo. An easement has been granted for vehicular parking and vehicular and pedestrian access to and from, and, solely in conjunction with, the lawful use of the adjacent property described as Lots 1, 2, and 3, Block 2, North Pueblo Commercial park Filing No. 1, Pueblo County, Colorado, State of Colorado. All easement improvements shall be designed, constructed and installed in good and workmanlike manner in compliance with all applicable laws and ordinances of the City of Pueblo and in accordance with plans and specifications therefore approved by the City of Pueblo which approval shall not be unreasonably withheld. The Easement Improvements shall be designed, constructed and installed, to the extent practicable, to prevent surface water from drainage easterly off the subsurface of the Easement Property and to prevent surface water from draining easterly off the Easement Property onto any of the City of Pueblo's adjacent property, except through dedicated drainage and utility easements shown on the subdivision plat, unless otherwise authorized in writing by the City of Pueblo, which authorization may be given or refused at the absolute discretion of the City of Pueblo. The owner(s) of the adjacent property described as Lots 1, 2, and 3, Block 2, North Pueblo Commercial park Filing No. 1, Pueblo County, Colorado, State of Colorado shall provide adequate venting of the easement property for release of methane gas from the easement property



in order to mitigate the collection of methane gas on or under the easement property and/or migration of methane gas from the easement property, unless demonstrated to the City of Pueblo's reasonable satisfaction that no hazard from methane gas is present.

Public facilities will not be adversely affected by the development of this area as described herein.

** See Exhibit A for Ownership information.

B. Definition –Planned Unit Development Commercial Districts

These definitions are provided for clarification of uses proposed by the Development Guidelines. Unless otherwise stated herein, all provision of and definitions found in the Pueblo Development Codes shall apply.

1. Area C1 means a limited Commercial land use area containing highway-oriented commercial uses including retail, restaurants, and accommodations for travelers.
2. Area C2 means a limited Commercial land use area containing highway-oriented commercial uses including retail, restaurants, accommodations for travelers or a possible donation to a not for profit organization.
3. USBR means a use by special review as processed according to Section 17-5-33 of the Pueblo Municipal Code.

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. Minimize the burden of traffic on streets and highways
2. Conserve and enhance the value of the land
3. Provide a procedure which can relate the type and layout of the building development to the particular site

D. Application

These standards shall apply to all property contained within the North Pueblo Commercial Park, Filing No. 1, 1st Amendment PUD that is shown on the attached plan. The regulations and requirements shall become the governing standards for review, approval and modification of all development activities occurring on the site.

Provisions of this guide shall prevail and govern the uses permitted within the North Pueblo Commercial Park, Filing No. 1, 1st Amendment PUD; however, this guide shall only supersede the specific zoning regulations of the City when referenced within the Development Guide and the City's Zoning Ordinance as amended.

II. AUTHORITY

A. Authority

The authority of this Development Guide is Chapter 8 of Title XVII of the Pueblo Municipal Code as amended.

B. Adoption

Reference: Section 17-8-2(c) – Paragraph J of the City of Pueblo Municipal Code



C. Relationship of City Regulations

The provisions of this Development Guide shall prevail and govern development of the North Pueblo Commercial Park, Filing No. 1, 1st Amendment PUD except where the provisions of the Development Guide do not clearly address a specific subject, or where there is a conflict. In such a case the provisions of the City of Pueblo Zoning Ordinance, or any other codes or regulations of the Large-Scale Development Standards (Reference: Sec 17-4-46 Large-Scale Development Performance Standards) for the City of Pueblo shall prevail where applicable.

D. 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.

III. CONTROL PROVISIONS

A. 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 may 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.

B. Control Over Location and Bulk

After the adoption of this Development Guide by the City Council, the location and bulk of all buildings and other structures built after the effective date of the Development Guide shall be in conformance with:

1. All applicable standards contained within the Development Guide and,
2. Any other applicable standards contained within the City of Pueblo Large Scale Development Standards.

IV. DEVELOPMENT STANDARDS

COMMERCIAL DISTRICTS: C1 and C2

The proposed *Commercial Districts* are intended to provide highway-oriented commercial uses including retail, restaurants, and accommodations for travelers.

Description

The C1 area functions to establish an appropriately scaled commercial development edge along Dillon Drive.

The C2 area is a small area that functions to establish a small scaled commercial development that will complement the developments surrounding the area.



Landscaping

Do to the constraints imposed on this property by the existing City of Pueblo landfill area, the following are adjustments to the requirements of Section 17-4-7, Landscape Performance Standard.

The required landscape setback area shall be a minimum of ten (10) feet behind street sidewalk unless the sidewalk is detached. If the sidewalk is detached, the distance between the curb and the sidewalk shall be applied towards the front landscaping requirement. In the event Dillon Drive is widened, the existing landscape area will not be required to be replaced in an alternate area.



Sec. 1-30 – Uses within C1 and C2 Land Use Areas

RESIDENTIAL AND ACCOMMODATION USES			
Type of Use	Permitted	UbsR	Not Permitted
GROUP LIVING			C1, C2
HOUSEHOLD LIVING			C1, C2
HOUSING SERVICES FOR THE ELDERLY			C1, C2
ACCOMMODATION SERVICES			C1, C2
Bed and breakfast establishments	C1, C2		
Hotels and motels	C1, C2		
Resort lodge/cabins			C1, C2
GENERAL COMMERCIAL SALE OR SERVICE USES			
Type of Use	Permitted	UbsR	Not Permitted
ANIMAL AND PETS SALES OR SERVICES			
Riding academies, board stables			C1, C2
Pet sales (household pets only)	C1, C2		
Small animal veterinary clinics/hospitals; dog training/grooming facilities; kennels; or pet day care		C1, C2	
AUTOMOBILE SALES OR SERVICE ESTABLISHMENTS			
Automobile and truck services and repair – no outdoor storage	C1, C2		
Automobile and truck services and repair – with outdoor storage			C1, C2
Automobile body shop – no outdoor storage			C1, C2
Automobile body shop – with outdoor storage			C1, C2
Automobile sales (new and used)			C1, C2
Car wash (automatic or self-service)			C1, C2
Motor vehicle filling stations including convenience retail	C1, C2		
Motor vehicle sales and services, other than automobiles and light trucks (e.g., RVs, boats, ATVs) – no outdoor storage		C1, C2	
Tire sales and repair (indoor)	C1, C2		
BUSINESS SERVICES			
Business Support, Primary Business Activity including Office, Banking, Legal Services	C1, C2		
EATING AND/OR DRINKING ESTABLISHMENT			
Bar, microbrewery, tavern	C1, C2		
Carry-out or delivery service	C1, C2		
Full-service restaurant, with or without liquor service	C1, C2		
Limited-service restaurant	C1, C2		
Snack and nonalcoholic beverage bar	C1, C2		
With drive-in or drive through facility	C1, C2		
FINANCIAL ESTABLISHMENT			
Check-cashing facility			C1, C2
FOOD AND BEVERAGE SERVICE			
Catering establishment	C1, C2		
Convenience store – no fuel sales	C1, C2		
Convenience store – with fuel sales	C1, C2		
Grocery store	C1, C2		
Liquor store	C1, C2		
Specialty food store	C1, C2		
OFFICE			
Office, general – no outdoor shops, activities, or storage	C1, C2		
Contractors office and storage, all storage within a completely enclosed building		C1, C2	
Corporate shipping and receiving companies		C1, C2	
Employee training facility		C1, C2	
Governmental agency and quasi-public agency offices, no outdoor shops, activities, or storage		C1, C2	
PERSONAL SERVICES			
Dry cleaning and laundry establishment		C1, C2	
Health, fitness, athletic club or day spa		C1, C2	



Travel agency	C1, C2		
All other personal service uses		C1, C2	
REPAIRS AND RENTALS - (NOT INCLUDING VEHICLES) - ALL ACTIVITIES WITHIN ENCLOSED BUILDING			
Light equipment rental			C1, C2
Furniture and major household appliance repair			C1, C2
Repair of motorized equipment			C1, C2
Other repair and rental services			C1, C2
RETAIL SALES AND SERVICES			
Building material sales - with outdoor storage		C1, C2	
Building material sales - without outdoor storage		C1, C2	
Factory outlet store	C1, C2		
Flea market/swap meet			C1, C2
Greenhouses and plant nurseries	C1, C2		
Interior decorating and design showroom or gallery	C1, C2		
Other retail sales establishments not specifically listed in the Use Table - conducted entirely within a completely enclosed building		C1, C2	
Pawn shop			C1, C2
Retail sales and services with accessory outdoor sales, displays, or storage		C1, C2	
Retail sales and services with drive-in or drive-through facility		C1, C2	
SEXUALLY ORIENTED BUSINESSES			
All types			C1, C2
MANUFACTURING, INDUSTRIAL SERVICES AND WHOLESALE TRADE			
Type of Uses	Permitted	UbsR	Not Permitted
ELECTRONIC WAREHOUSING			C1, C2
INDUSTRIAL SERVICES			C1, C2
MANUFACTURING			C1, C2
WAREHOUSE/STORAGE AND DISTRIBUTION SERVICES			C1, C2
WASTE/SALVAGE USES			C1, C2
WHOLESALE TRADE ESTABLISHMENT			C1, C2
TRANSPORTATION AND VEHICLE PARKING SERVICES USES			
Type of Use	Permitted	UbsR	Not Permitted
AVIATION USES			
Airports and heliports, subject to the requirements of the FAA			C1, C2
MASS TRANSIT FACILITIES			
Mass transit stations and stops, including park and ride (not including maintenance yards or repair facilities)		C1, C2	
Mass transit maintenance yards or repair facilities			C1, C2
VEHICLE PARKING STRUCTURES OR SERVICES (AS PRINCIPAL USE OF LAND)			
Parking garage (as principal use)		C1, C2	
Surface off-street parking lot or area (as principal use)		C1, C2	
Media communications offices and broadcasting studios (newspaper, television stations, radio stations), not including earth station antenna arrays		C1, C2	
TELECOMMUNICATIONS AND BROADCASTING FACILITIES			
Cable television lines		C1, C2	
Commercial communications facility		C1, C2	
CMRS Facility - Freestanding		C1, C2	
CMRS Facility - Building, Roof, Wall Mounted		C1, C2	
CMRS Facility - Pole Mounted		C1, C2	
Telephone and internet data connection lines		C1, C2	
Telephone exchanges and buildings for telephone equipment		C1, C2	
UTILITY SERVICES, AND ALTERNATIVE ENERGY USES			
Type of Use	Permitted	UbsR	Not Permitted
MAJOR UTILITIES			
Major electric power, oil and natural gas, water, wastewater, and alternative energy facilities		C1, C2	
Drainage and flood control structures	C1, C2		



MINOR UTILITIES			
Minor utility services not otherwise specifically listed		C1, C2	
ARTS, ENTERTAINMENT, AND RECREATION USES			
Type of Use	Permitted	UbsR	Not Permitted
AMUSEMENT, SPORTS, OR RECREATION ESTABLISHMENT			
Drive-in movie theatre			C1, C2
Equestrian events center, including horse boarding and training facilities, indoor and outdoor arenas			C1, C2
Indoor recreational and game facilities, such as bowling, game rooms, pool halls, video arcades		C1, C2	
Indoor Movie Theatre	C1, C2		
Outdoor recreation and sports facilities (public or private), such as golf courses and driving ranges, tennis courts, basketball courts, hockey rinks – both ice and in-line skating, athletic facilities			C1, C2
Pools and water-related recreation parks and facilities (outdoor and indoor)	C1, C2		
Private recreational uses, country clubs, and other private clubs operated for benefit of members only and not for commercial gain			C1, C2
Sporting arenas, coliseums, and other similar spectator sports venues			C1, C2
CAMPS, CAMPING AND RELATED ESTABLISHMENTS			
Public and private campgrounds			C1, C2
Recreational vehicle park and/or overnight campground			C1, C2
MUSEUM, ZOOS, AND OTHER SPECIAL PURPOSE RECREATIONAL OR CULTURAL INSTITUTION			
Community or visitor information center	C1, C2		
Outdoor displays of public art (e.g. Sculpture gardens, formal landscape gardens, etc.)	C1, C2		
Library			C1, C2
Museum, historic park, or similar cultural facility			C1, C2
Non-Profit neighborhood or community recreation centers, including outdoor or indoor pools			C1, C2
Zoo, arboretum or botanical gardens			C1, C2
NATURAL AND OTHER RECREATIONAL PARKS AND OPEN SPACE			
Nature center /environmental education center			C1, C2
Parks, playgrounds, trails, trailheads, picnic tables,/shelters, and other outdoor passive recreation facilities			C1, C2
PERFORMING ARTS ESTABLISHMENTS AND SUPPORTING ESTABLISHMENTS			
Dancing, music and theatrical studio	C1, C2		
Theatres, auditoriums, concert halls, amphitheatres, and similar performing arts venues	C1, C2		
PUBLIC USE, EDUCATION, PUBLIC ADMINISTRATION, HEALTH CARE, AND OTHER INSTITUTIONAL USES			
Type of Use	Permitted	UbsR	Not Permitted
EDUCATIONAL SERVICES			
Colleges and universities			C1, C2
Preschool, nursery school, and child day-care facilities			C1, C2
Secondary Schools			C1, C2
Technical, trade, business, or other specialty school			C1, C2
COMMUNITY SERVICES AND NON-RELIGIOUS ASSEMBLY			
Events center, convention or conference center, meeting hall exhibition hall, and similar places of public assembly	C1, C2		
Private clubs or lodges; civic, social, and fraternal organizations			C1, C2
DEATH SERVICE			
Cemeteries, crematoriums, and mausoleums			C1, C2
Funeral homes, mortuaries			C1, C2
HEALTH AND HUMAN SERVICES			
Clinics – Medical, dental			C1, C2
Hospitals and emergency care facilities			C1, C2
Medical and Diagnostic laboratories			C1, C2



Residential child care facility			C1, C2
PUBLIC ADMINISTRATION, PUBLIC SAFETY, AND OTHER GOVERNMENT FACILITIES			
Ambulance or emergency response dispatch; fire and rescue, police facilities			C1, C2
Outdoor training facilities for police and fire personnel			C1, C2
PUBLIC USES			
Xeriscape Display Area	C1, C2		
Public Art Display	C1, C2		
Public Use not described herein		C1, C2	
RELIGIOUS ASSEMBLY			
Religious assembly with (1) accessory educational or community service uses, or (2) in combination with another allowed principal use, or (3) with seating capacity of 600 or more in sanctuary or main activity area, or (4) proposed on a site 20 acres or larger			C1, C2
MINING AND EXTRACTION USES			
Type of Use	Permitted	UbsR	Not Permitted
MINING AND EXTRACTION USES			
Mining quarries, sand and gravel operations, and similar extractive land uses.			C1, C2
AGRICULTURAL AND RELATED SERVICE USES			
Type of Use	Permitted	UbsR	Not Permitted
AGRICULTURAL PRODUCTION			
Agricultural uses, limited to the cultivation of crops and grazing of animals			C1, C2
AGRICULTURAL RELATED SALES			
Sale of agricultural products not requiring a sales tax license			C1, C2
ACCESSORY USES AND STRUCTURES			
Type of Use	Permitted	UbsR	Not Permitted
Accessory dwelling units			C1, C2
Caretaker residence			C1, C2
Car wash (automatic or self-service)	C1, C2		
Dormitories			C1, C2
Garage (attached or detached) / carport		C1, C2	
Guest houses			C1, C2
Home occupations			C1, C2
Keeping of household pets			C1, C2
Maintenance building or shed	C1, C2		
Off-street parking areas, private garages, or structures	C1, C2		
Outdoor eating and seating areas	C1, C2		
Playhouses, patios, cabanas, porches, gazebos, and incidental household storage structures and buildings (Residential Uses Only)			C1, C2
Private fallout and storm shelters	C1, C2		
Private greenhouses	C1, C2		
Private swimming pools and hot tubs	C1, C2		
Satellite dish and antennae	C1, C2		
Visitors' center, gift shop, or food court accessory to a park, open space, or outdoor recreational facility			C1, C2
TEMPORARY USES AND STRUCTURES			
Type of Use	Permitted	UbsR	Not Permitted
Christmas tree lots, fruit and vegetables sales stands, and similar seasonal sales	C1, C2		
Circuses, carnivals, festivals, petting zoos, outdoor concerts, and similar temporary special events			C1, C2
Farmers' market			C1, C2
Firework sales		C1, C2	
Flea markets			C1, C2
Model homes			C1, C2
Temporary construction structures and other temporary structures	C1, C2		
Temporary school classroom structures			C1, C2
Temporary vendor cart			C1, C2



Sec. 1-40 – Minimum Standards for Building Height and Setbacks in the C1 Area

C1 Commercial Area		
Principal Structure Setbacks	Front (from street, public)	20 feet
	Side	0 feet
	Rear	0 feet
Principal Structure Building Separation	Minimum Building Separation	15 feet
All Structures	Maximum Permitted Height	60 feet
C1 area	Total Acreage of Site	5.77 +/- acres
Minimum Lot Area		5,000 square feet
Minimum Number of Lots		1
Minimum Lot Width		50 feet

Sec. 1-50 – Minimum Standards for Building Height and Setbacks in the C2 Area

C2 Commercial Area		
Principal Structure Setbacks	Front (from street, public)	20 feet
	Side	0 feet
	Rear	0 feet
Principal Structure Building Separation	Minimum Building Separation	15 feet
All Structures	Maximum Permitted Height	60 feet
C2 area	Total Acreage of Site	0.66 +/- acres
Minimum Lot Area		5,000 square feet
Minimum Number of Lots		1
Minimum Lot Width		35 feet

February 21, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from Joshua Sandoval for the approval of the following application:

Z-25-01 Rezone: Rezoning of 0.92 acres located at 4580 Dillon Dr from Planned Unit Development (PUD) to Highway and Arterial Business (B-3).

The Planning and Zoning Commission meeting will be held on **March 12, 2025, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By Hannah Prinzi, Planner
(719) 553-2259

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Scott Hobson, Acting Director
Planning & Community Development
By Hannah Prinzi, Planner
(719) 553-2259

CASE NUMBER Z-25-01

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 4580 DILLON DR 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.

February 25, 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 4580 DILLON DR, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

February 25, 2025
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

Owner	OwnerStree	OwnerCity	Owner	OwnerZip
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SAM S REAL ESTATE BUSINESS + C/O WAL MART STORES INC ATTN PROPERTY TAX DEPT	412 EAGLERIDGE BLVD	PUEBLO	CO	81008
PUEBLO LODGING LLC	PO BOX 15	ABERDEEN	SD	57402-0015
HOME EQUITY OPTIONS LLC	10401 VENICE BLVD STE 283	LOS ANGELES	CA	90034-6491
SAI VINAYAK INC	4201 RUGER DR	PUEBLO	CO	81008



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: April 14, 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 430 COLORADO AVENUE FROM R-5, MULTIPLE RESIDENTIAL AND OFFICE ZONE DISTRICT TO B-2, SUB-REGIONAL BUSINESS ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone approximately .17-acres located at 430 Colorado Avenue from R-5, Multiple Residential and Office Zone District to B-2, Sub-Regional Business Zone District.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The subject property is a 0.17-acre lot with an approx. 1600 sq. ft. existing commercial office building constructed in 1970. The property was used as a dental office as recently as December 2022, which is a use by-right in the existing R-5 Zone District. The applicant purchased this property in 2023 and is now requesting this rezoning to bring their veterinary clinic business into compliance. The applicant does not intend to apply for any new building permits for new structures or major renovations; the existing building would be utilized as-is for the new business. A veterinary clinic is a use-by-review in a Sub-Regional Business (B-2) District, so a Special Use Permit was also required to bring the business into compliance. The Zoning Board of Appeals approved the use via a Special Use Permit at their February 25, 2025 meeting. The approval is contingent on this approval of the rezoning application by City Council and with the additional condition that no animals are to be boarded overnight. The clinic operates from 8:00am to 3:00pm Monday, Tuesday, Thursday and Friday, and from 8:00am to 5:00pm on Wednesdays performing only minor operations and no surgeries that would require overnight boarding. The 2022 Regional Comprehensive Plan designates this property as Urban Neighborhood. The Urban Neighborhood classification calls for

primary land uses of mixed-density housing and secondary land uses of neighborhood-scale commercial and services. The proposed B-2 business zoning furthers the goals of the Comprehensive Plan as it allows for these types of neighborhood-scale commercial developments that can provide low-intensity business services to the neighborhood. A veterinary clinic located in this area would fill a need due to the current low number of veterinary clinics within the City. Other land uses in the surrounding neighborhood include single and multi-family homes, a massage studio, and an insurance office.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their March 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-25-02 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 430 COLORADO AVENUE FROM R-5, MULTIPLE RESIDENTIAL AND OFFICE ZONE DISTRICT TO B-2, SUB-REGIONAL 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-5, Multiple Residential and Office Zone District to B-2, Sub-Regional Business Zone District:

NWLY 95 FT OF LOTS 14 TO 16 BLK 123 SOUTH PUEBLO

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

Approved on _____.

Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

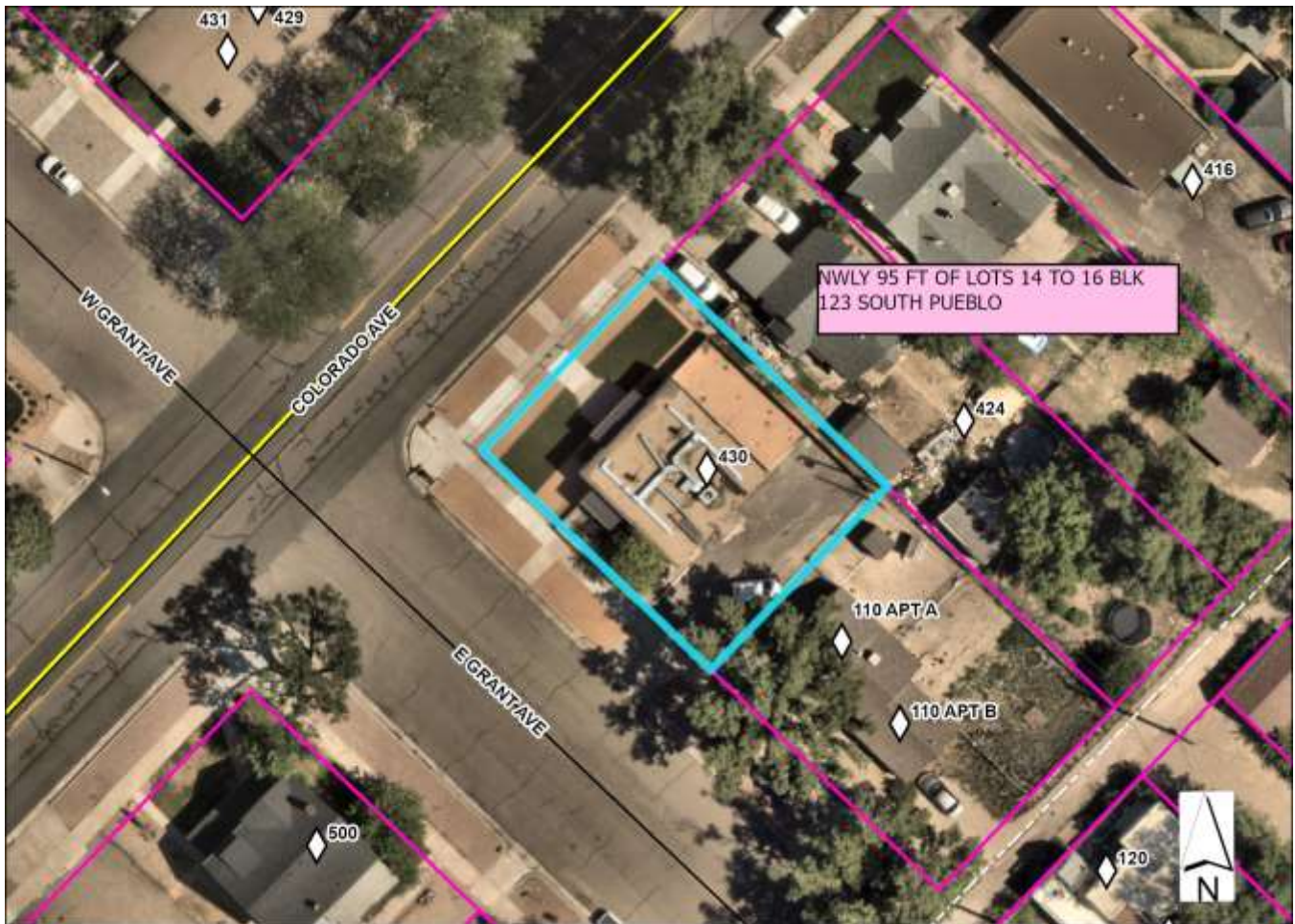
- Council did not act to override the Mayor's veto.
- Ordinance re-adopted on a vote of _____, on _____
- Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

Rezoning Exhibit
R-5 to B-2



MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday March 12, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30 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, Hannah Prinzi, Planner, Cindy Capritta, Land Use Tech

Staff Members Absent: None

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

Motion Passed: 6-0

Public Meeting:

Public Hearings:

2. Z-25-02 Rezone: Rezoning of 0.17 acres located at 430 Colorado Ave. from Multiple Residential and Office (R-5) Zone District to Sub-Regional Business (B-2) Zone District. Staff Report by Mikaylin Hackley, Planner.

Hearing: Applicant Amanda Wilson 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 Boston.

Motion Passed: 6-0.

Z-25-02

March 12, 2025

TO: City of Pueblo, Planning and Zoning Commission

FROM: Mikaylin Hackley, Planner

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

SUBJECT: Rezone from Multiple Residential and Office (R-5) District to Sub-Regional Business (B-2) District

APPLICANT: Amanda Wilson

PROPERTY OWNER: Amanda Wilson

LOCATION: 430 Colorado Ave

CONCURRENT REQUESTS: ZBA-25-09; Special Use Permit to Allow a Veterinary Clinic in a B-2 District (Approved by ZBA 2/25/25)

REQUEST:

The applicant is requesting to rezone 0.17 acres located at 430 Colorado Ave. from Multiple Residential and Office (R-5) Zone District to Sub-Regional Business (B-2) Zone District.

BACKGROUND AND ANALYSIS:

The subject property is a 0.17-acre lot with an approx. 1600 sq. ft. existing commercial office building constructed in 1970. The property was used as a dental office as recently as December 2022, which is a use by-right in the existing R-5 Zone District. The applicant purchased this property in 2023 and is now requesting this rezoning to bring their veterinary clinic business into compliance. The applicant does not intend to apply for any new building permits for new structures or major renovations; the existing building would be utilized as-is for the new business. A veterinary clinic is a use-by-review in a Sub-Regional Business (B-2) District, so a Special Use Permit was also required to bring the business into compliance.

The Zoning Board of Appeals approved the use via a Special Use Permit at their February 25, 2025 meeting contingent on this rezoning being granted and with the additional condition that no animals are to be boarded overnight. The clinic operates from 8:00am to 3:00pm Monday, Tuesday, Thursday and Friday, and from 8:00am to 5:00pm on Wednesdays performing only minor operations and no surgeries that would require overnight boarding.

The 2022 Regional Comprehensive Plan designates this property as Urban Neighborhood. The Urban Neighborhood classification calls for primary land uses of mixed-density housing and secondary land uses of neighborhood-scale commercial and services. The proposed B-2 business zoning furthers the goals of the Comprehensive Plan as it allows for these types of neighborhood-scale commercial developments that can provide low-intensity business services to the neighborhood. Other land uses in the surrounding neighborhood include single and multi-family homes, a massage studio, and an insurance office.

**LAND USE AND PLANNING COMMENTS
CHARACTER AND COMPATIBILITY**

Site Character: The site hosts an approx. 1600 sq. ft. office structure built in 1970.

Neighborhood Compatibility:

North	Multiple Residential and Office (R-5) Zone District; Developed with Top Notch Personnel office building
East	Multiple Residential and Office (R-5) Zone District; Developed with duplexes and single-family homes
South	Multiple Residential and Office (R-5) Zone District; Developed with duplexes and single-family homes
West	Multiple Residential and Office (R-5) Zone District; Developed with homes, Zen Day Spa, and Farmers Insurance office

Comprehensive Plan Compliance: The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Urban Neighborhood. The Urban Neighborhood classification calls for primary land uses of mixed-density housing and secondary land uses of neighborhood-scale commercial and services.

ZONING AMENDMENT TEST

The standard for accepting an amendment to the zoning map is that the proposed zoning action must either:
1) Further the goals and objectives of the comprehensive land use plan, or
<input type="checkbox"/> Comments This rezoning will further the goals of the 2022 Comprehensive Plan as the Plan allows for neighborhood-scale commercial and office uses.
2) Show that the area has changed significantly since the adoption of the comprehensive land use plan
<input type="checkbox"/> Comments Not Applicable
3) Show that there was a mistake or error made in the original zoning of the property.
<input type="checkbox"/> Comments Not Applicable

APPLICATION REQUIREMENT PER §17-6-1 OF THE PUEBLO MUNICIPAL CODE

The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application
<input type="checkbox"/> Comments The application contains the required information.
The interest of the applicant and the interest of the person, firm or corporation represented by the applicant, be it legal, sales development, operation, or other interest.
<input type="checkbox"/> Comments The application contains the required information
The nature of the amendment and a legal description of the property that would be affected by the amendment.
<input type="checkbox"/> Comments The application contains the required information
A statement of the facts which the applicant believes justify the amendment; provided; however, that when any amendment changing the zoning map is requested, the following additional information shall be furnished:

Comments **The application contains the required information**

A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect, and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

Comments **The application contains the required information**

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

Comments **The applicant does not intend to change the existing structure at this time.**

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

Comments **Not applicable**

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

Comments **Not applicable**

CONTEXT OF ZONE DISTRICT REQUIREMENTS PER §17-4-51(16) OF THE PMC:

Sub-Regional Business (B-2) Zone District Standards:

Purpose. The standards of this district (B-2) are intended to provide areas for the sale at retail of convenience type goods and services required by residents of a subregion provided that the outlets create no nuisance.

RECOMMENDED ACTION:

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

REFERRAL AGENCIES AND COMMENTS:

- City Public Works No comment
- City Transportation No comment
- City Law Department No comment
- Pueblo Regional Building Department No comment
- City Fire Department No comment
- City Wastewater 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:

- | | |
|---|---|
| <ul style="list-style-type: none"> A. Aerial Photo B. Zoning Map C. Comprehensive Plan Map | <ul style="list-style-type: none"> D. Public Notice Photo E. Rezoning Exhibit |
|---|---|

A. Aerial Photo



B. Zoning Map



C. Comprehensive Plan Map



D. Public Notice Photo



E. Rezoning Exhibit



February 21, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from Amanda Wilson for the approval of the following application:

Z-25-02 Rezone: Rezoning of 0.17 acres located at 430 Colorado Ave. from Multiple Residential and Office (R-5) Zone District to Sub-Regional Business (B-2) Zone District.

The Planning and Zoning Commission meeting will be held on **March 12, 2025, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By Mikaylin Hackley, Planner
(719) 553-2259

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Scott Hobson, Acting Director
Planning & Community Development
By Mikaylin Hackley, Planner
(719) 553-2259

CASE NUMBER Z-25-02

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 430 COLORADO 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.

February 25, 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 430 COLORADO AVE, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

February 25, 2025

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

Owner	Owner Street	OwnerCity	Owner State	Owner Zip
ROWLAND CLASTINE E TRUST + C/O IDEAL MANAGEMENT	PO BOX 419	PUEBLO	CO	81002-0419
COGLAR LLC	101 W GRANT AVE	PUEBLO	CO	81004-2016
FLORENCE BRYAN/ABREU ALEJANDRA	1016 LA RUE ST	HOUSTON	TX	77019-4121
TABOR EVANGELICAL LUTHERAN CHU	102 E ORMAN AVE	PUEBLO	CO	81004-2142
GARCIA GEORGE M	102 W PITKIN AVE	PUEBLO	CO	81004-2066
KROEZE MEAGAN	110 VINE ST	COLORADO SPRINGS	CO	80906-3306
BACA CHRISTINA L	111 E GRANT AVE	PUEBLO	CO	81004-2130
THOMAS LORIE L TRUST CREATED UNDER + REVOCABLE TRUST DATED 8/17/1990	115 E GRANT AVE	PUEBLO	CO	81004-2130
WILSON AMANDA K / WILSON DANIEL	115 W GRANT AVE	PUEBLO	CO	81004-2016
BURNS KEVIN ROSS YOON	117 E GRANT AVE	PUEBLO	CO	81004-2130
MATA JESSICA L/GILMAN RYAN C	120 E GRANT AVE	PUEBLO	CO	81004-2131
DEANDA STEVEN ALAN	121 E PITKIN AVE	PUEBLO	CO	81004-2109
RANDALL CASANDRA METOYER	127 IDAHO AVE	PUEBLO	CO	81004-1233
MARTINEZ SHAWN/MARTINEZ DOREEN	1327 W ABRIENDO AVE	PUEBLO	CO	81004-1005
PICKS PROPERTIES INC	16270 FOREST LIGHT DR	COLORADO SPRINGS	CO	80908-2074
H2 PROPERTIES, INC	2 ADAMS ST UNIT G1	DENVER	CO	80206-5725
MARTINEZ SHAWN / MARTINEZ DOREEN	201 N MAIN ST	PUEBLO	CO	81003-3234
NEW DAY MINISTRIES	2155 W WOODSTOCK WAY	PUEBLO WEST	CO	81007-6219
BURBANK FAMILY TRUST	406 COLORADO AVE	PUEBLO	CO	81004-2011
MATTISON FAMILY DISCRETIONARY TRUST	410 COLORADO AVE	PUEBLO	CO	81004-2011
BROWN KRISTIN	412 COLORADO AVE	PUEBLO	CO	81004-2011
MARTINEZ ANNA M	416 COLORADO AVE	PUEBLO	CO	81004-2079
MCLEAN KELLY C	417 BROADWAY AVE	PUEBLO	CO	81004-2127
CORDOVA MARQUES	421 BROADWAY AVE	PUEBLO	CO	81004-2127
LAURICELLA GREGORY JAMES/LAURICELLA	421 COLORADO AVE	PUEBLO	CO	81004-2010
COURTNEY JOHN J/COURTNEY GENEVASUE	424 COLORADO AVE	PUEBLO	CO	81004-2011
CARING PREGNANCY CENTER OF PUEBLO	500 COLORADO AVE	PUEBLO	CO	81004
TALEGHANI SHAHE	501 COLORADO AVE	PUEBLO	CO	81004-2012
PUEBLO CRISIS PREGNANCY CENTER	502 COLORADO AVE	PUEBLO	CO	81004-2013
HARDESTY TRAVIS GEORGE / MCCURLEY-H	503 BROADWAY AVE	PUEBLO	CO	81004-2115
PEDRIE KOLBY	505 BROADWAY AVE	PUEBLO	CO	81004-2115

RAMEY JENNIFER S/RAMEY RICHARD C	507 BROADWAY AVE	PUEBLO	CO	81004-2115
APODACA WALTER A/APODACA SALLY JO	5959 FOX LN	BEULAH	CO	81023-9718
TURNING PAGE LLC	6192 MUDDY CREEK RD	PUEBLO	CO	81004-9747
ROTH JEFFREY T/ROTH DAVID A	620 ALPINE AVE	PUEBLO	CO	81005-1703
WILSON AMANDA K	PO BOX 8581	PUEBLO	CO	81008-8581
AEON PROPERTIES SOUTH LLC	PO BOX 9331	COLORADO SPRINGS	CO	80932-0331



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: April 14, 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: THIS ORDINANCE APPROVES AND ACCEPTS A WARRANTY DEED FROM NEIGHBORHOOD SERVICES, INC. FOR PROPERTY LOCATED ADJACENT TO THE CHINOOK LANE RIGHT-OF-WAY NEAR 1080 CHINOOK LANE, PUEBLO, COLORADO

SUMMARY:

This Ordinance approves and accepts a Warranty Deed for property being conveyed to the City adjacent to the Chinook Lane right-of-way near 1080 Chinook Lane, Pueblo, Colorado.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

As part of the US-50B interchange project, the City and CDOT agreed to exchange several land parcels to facilitate construction of the new bridges. CDOT also, on behalf of the City, acquired a small parcel from Neighborhood Services, Inc., located at 1080 Chinook Lane, for the purpose of re-aligning the right-of-way of Chinook Lane for public improvements that will be installed on Chinook Lane as part of the CDOT project. The attached deed conveys the parcel designated as "RW-215" from Neighborhood Services, Inc. to the City.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to approve this Ordinance will mean that the Warranty Deed has not been accepted and will negatively impact and impede the Project.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 2338083

ORDINANCE NO.

THIS ORDINANCE APPROVES AND ACCEPTS A WARRANTY DEED FROM NEIGHBORHOOD SERVICES, INC. FOR PROPERTY LOCATED ADJACENT TO THE CHINOOK LANE RIGHT-OF-WAY NEAR 1080 CHINOOK LANE, PUEBLO, COLORADO

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

SECTION 1.

The Warranty Deed ("Deed") conveying a parcel of land to the City of Pueblo, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective upon 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

Pursuant to 39-13-104-(1)(A) State of Colorado is exempt from documentary fee.

WARRANTY DEED

THIS DEED is dated February 28, 2024 and is made between NEIGHBORHOOD SERVICES, INC., A COLORADO CORPORATION, the "Grantor", and CITY OF PUEBLO, A MUNICIPAL CORPORATION, the "Grantee," whose legal address is 1 CITY HALL PLACE, PUEBLO, COLORADO 81003 of the City and County of Pueblo and State of Colorado.

WITNESS, that the Grantor, for and in consideration of the sum of Eight Thousand Eight Hundred Twenty and 00/100 Dollars (\$8,820.00), the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's heirs and assigns forever, all the real property, together with any improvements thereon, located in the County of Pueblo, and State of Colorado, described as follows:

See attached Exhibit "A" dated April 13, 2023, for:

Project Number: BR 025A-049
Parcel Number: RW-215
Project Code: 23535

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee and the Grantee's heirs and assigns forever.

The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantee, and the Grantee's heirs and assigns: that at the time of the ensembling and delivery of these presents, the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law and in fee simple; and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except and subject to: none; or the following matters:

And the Grantor shall and will WARRANT THE TITLE AND DEFEND the above described premises, but not any adjoining vacated street or alley, if any, in the quiet and peaceable possession of the Grantee and the heirs and assigns of the Grantee, against all and every person or persons claiming the whole or any part thereof.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

SELLERS:

Neighborhood Services, Inc., a Colorado corporation

Richard Rivera

By: Richard Rivera, President

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this 28 day of February, 2024, by Richard Rivera as President of Neighborhood Services, Inc., a Colorado corporation.

Witness my hand and official seal.
My commission expires: 06/21/2026

Brenda L. Clennin
Notary Public

BRENDA L. CLENNIN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064023990
MY COMMISSION EXPIRES JUNE 21, 2026

EXHIBIT "A"

PROJECT NUMBER: BR 025A-049 UNIT 2
PARCEL NUMBER: RW-215
Project Code: 23535
Date: April 13, 2023

DESCRIPTION

A tract or parcel of land, No. RW-215 of the Department of Transportation, State of Colorado, Project No. BR 025A-049 Unit 2, containing 2,940 square feet, (0.067 acres) more or less, being a portion the property described in the Office of the Pueblo County Clerk and Recorder at Reception No. 1877645, situated in the SW1/4 of Section 19, Township 20 South, Range 64 West, of the 6th Principal Meridian, in Pueblo County, Colorado, said tract or parcel of land being more particularly described as follows:

Commencing at a point from which the S1/4 corner of said Section 19, (a 3 1/4" Aluminum Cap stamped "19/30"), bears S86°36'15"E, a distance of 609.26 feet, said point being the TRUE POINT OF BEGINNING:

1. Thence S62°40'42"W, a distance of 9.82 feet;
2. Thence S00°23'55"W, a distance of 29.48 feet, to a point on the easterly right-of-way line of Chinook Lane;
3. Thence along said easterly right-of-way line, on the arc of a non-tangent curve to the right, a distance of 242.52 feet, said curve has a radius of 310.00 feet, a central angle of 44°49'24" and a long chord bearing N33°14'54"W, a distance of 236.38 feet;
4. Thence on the arc of a non-tangent curve to the left, a distance of 222.65 feet, said curve has a radius of 235.50 feet, a central angle of 54°10'07" and a long chord bearing S40°14'19"E, a distance of 214.45 feet, more or less, to the TRUE POINT OF BEGINNING.

The above described tract or parcel of land contains 2,940 square feet, (0.067 acres) more or less.

The purpose of the above described tract or parcel of land is highway construction.

Basis of Bearings: Bearings are based on a bearing of S46°20'12"E, from the W1/4 corner of Section 19, Township 20 South Range 64 West, of the 6th Principal Meridian (a 2" Aluminum Cap stamped "2011 - PLS37928"), to the S1/4 Corner of said Section 19, (a 3 1/4" Aluminum Cap stamped "19/30").

Prepared for and on behalf of the
Colorado Department of Transportation
Lorelei A. Ward PLS #34982
Farnsworth Group, Inc.
5775 Mark Dabling Road, Suite 190
Colorado Springs, CO 80919



1 of 1



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: April 14, 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 SECTION 17-2-2, SECTION 17-4-15 AND SECTION 17-4-51 OF CHAPTER 4 OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO NATURAL MEDICINE

SUMMARY:

Attached for consideration is a text amendment that will amend Chapter 4 of Title XVII of the Pueblo Municipal Code to regulate natural medicine in the City of Pueblo.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Colorado voters passed Proposition 122 Access to Natural Psychedelic Substances in the 2022 General Election. This proposition was a citizen initiative that decriminalized certain psychedelic substances for personal use for individuals 21 years of age and older. It also directed the State to allow the supervised, therapeutic use of natural medicine in licensed facilities. It does not decriminalize or otherwise allow any commercial component of natural medicine. The proposition was formally implemented by state legislation SB 23-290 Natural Medicine Regulation and Legalization. The legislation tasks the Department of Regulatory Agencies (DORA) and the Department of Revenue (DOR) with regulating and licensing natural medicine businesses. DORA oversees the training, regulating, and licensing of facilitators who provide and supervise natural medicine services. DOR oversees licensing of natural medicine businesses: healing centers, cultivation facilities, product manufacturers, and testing facilities.

DORA began accepting natural medicine license applications on December 31, 2024. As of March 21st, DOR has received 32 applications for a natural medicine business. The agency had not yet issued a license for any of these applications. As of March 26th, staff has not received any inquiries on operating natural medicine business in the

City of Pueblo.

State legislation prohibits local jurisdictions from banning natural medicine businesses, but it does allow local jurisdictions to enact and enforce reasonable regulations regarding time, manner, and place of natural medicine businesses that do not conflict with state legislation.

The proposed Text Amendment would create local regulations that, in conjunction with state legislation, dictate how and where natural medicine businesses can operate in Pueblo. After receiving feedback from City Council, staff has revised the Ordinance regarding natural medicine originally presented to the Planning & Zoning Commission on December 11, 2024. This amended version increases the required distance for all types of natural medicine businesses from schools, childcare centers, and childcare homes from 1,000 linear feet to 1,500 linear ft. and reduces the number of Zoning Districts where a healing center is allowed to be located.

The location in which natural medicine businesses are allowed to operate will be regulated through zoning. Natural medicine healing centers would be allowed by-right in a Highway and Arterial Business (B-3), Central Business (B-4), and Business Park (B-P) Zone Districts. Natural medicine testing facilities, cultivation facilities, and product manufacturers would be allowed by-right in a Business Park (B-P) and all Industrial (I-1, I-2, and I-3) Zone Districts. None of the natural medicine business are allowed in any Residential Zone District. The map included within the attached Planning & Zoning Commission staff report reflects where the 1,500 sq. ft. buffer and zoning together allow natural medicine businesses to operate in Pueblo. These zoning regulations will be reflected in amendments to Section 17-4-51. Permitted Use Table of Title XVII of the Pueblo Municipal Code.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their March 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 by publication of the proposed amendment fifteen (15) days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance, Title XVII of the Pueblo Municipal Code will not be amended to reflect the proposed changes relating to natural medicine.

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. Ordinance
2. TA-21-04 Attachments

AN ORDINANCE AMENDING SECTION 17-2-2, SECTION 17-4-15 AND SECTION 17-4-51 OF CHAPTER 4 OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO NATURAL MEDICINE

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

SECTION 1.

Section 17-2-2 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 17-2-2. Use definitions

...

(99.5) Natural Medicine:

a. *Natural medicine, healing center* means a facility where an entity is licensed by the state licensing authority that permits a facilitator, as defined by state laws, and regulations, to provide and supervise natural medicine services for a participant as defined by state laws and regulations, which includes a participant consuming and experiencing the effects of regulated natural medicine or regulated natural medicine product under the supervision of a facilitator.

b. *Natural medicine, cultivation facility* means an entity which is licensed by the state licensing authority, that cultivates, prepares, and packages natural medicine products and sells natural medicine products to natural medicine product manufacturing facilities, natural medicine healing centers, and to other natural medicine cultivation facilities, but not to consumers.

c. *Natural medicine, products manufacturer*, means an entity which may purchase natural medicine; manufacture, prepare, and package natural medicine; and sell natural medicine products to other natural medicine product manufacturing facilities, but not to consumers.

d. *Natural medicine, testing facility* means an entity which may analyze and certify the safety and potency of natural medicine.

SECTION 2.

Section 17-4-15 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 17-4-15 Natural Medicine, Business Performance Regulations.

(a) Definitions. As used in this Code, unless the context otherwise requires:

- (1) Natural medicine means the following substances: psilocybin, or psilocin. It may include the following substances if, and only once they are approved by the state licensing authority: dimethyltryptamine, ibogaine, and/or mescaline but not peyote (Lophophora williamsii Lemaire). Natural medicine does not include any synthetic, or synthetic analog of these substances, and does not include a derivative of naturally occurring compound of natural medicine that is produced using chemical synthesis, chemical modification, or chemical conversion.
- (2) Natural medicine business means any of the following entities licensed under the State Regulatory Act and includes a natural medicine healing center, a natural medicine cultivation facility, a natural medicine products manufacturer, or a natural medicine testing facility, or another licensed entity created by the state licensing authority.
- (3) Natural medicine healing center means a facility where an entity is licensed by the state licensing authority that permits a facilitator as defined by state laws and regulations, to provide and supervise natural medicine services for a participant as defined by state laws and regulations, which includes a participant consuming and experiencing the effects of regulated natural medicine or regulated natural medicine product under the supervision of a facilitator.
- (4) Natural medicine product means a product infused with natural medicine that is intended for consumption as provided and defined by this code and state laws and regulations.
- (5) Natural medicine services means a preparation session, administrative session, and integration session, as provided by state laws and regulations.
- (6) Participant means an individual who is twenty-one (21) years of age or older who receives natural medicine services prescribed by and under the supervision of a licensed facilitator, as provided by state laws and regulations.
- (7) Regulated natural medicine means natural medicine that is cultivated, manufactured, tested, stored, distributed, transported, or dispensed, as provided by state laws and regulations.
- (8) Regulated natural medicine product means a natural medicine product that is cultivated, manufactured, tested, stored, distributed, transported, or dispensed, as provided by state laws and regulations.
- (9) State licensing authority means the authority created under the Regulatory Act, state laws and regulations for the purpose of regulating and controlling the licensing of the cultivation, manufacturing, testing, storing, distribution, transfer, and dispensation of regulated natural medicine and regulated natural medicine product.

(b) Regulations

- (1) Natural medicine businesses shall use an air filtration and ventilation system designed to ensure that the odors from natural medicine and natural medicine products are confined to the premises and are not detectable beyond the property boundaries on which the facility is located.
- (2) All storage for natural medicine businesses shall be located within a permanent structure with a fixed location on the ground.

(3) No natural medicine business shall operate out of a building that is within **[one thousand (1,500) feet]** of a childcare center or childcare home; preschool; elementary, middle, junior or high school which offers in person classes, testing, and/or programs; or a residential childcare facility. The **[1,500-foot]** distance requirement does not apply to a licensed natural medicine facility located on land owned by the City or the state of Colorado or apply to a licensed facility that was actively doing business under a valid license issued by the state licensing authority before the school, childcare center, or childcare home was established.

(4) Processing of Natural Medicine:

- a. The processing of natural medicine that includes the use of hazardous materials, including, without limitation, and by way of example, flammable and combustible liquids, carbon dioxide, and liquified petroleum gases, such as butane, is prohibited.
- b. Nonhazardous materials used to process natural medicine shall be stored in a manner so as to mitigate and ensure odors are not detectable beyond the property boundaries on which the processing facility is located, or the exterior walls of the processing facility associated with the processing of natural medicine.
- c. The processing of natural medicine shall meet the requirements of all adopted City building and life/safety codes.

SECTION 3.

Section 17-4-51 of the Pueblo Municipal Code is hereby amended to read as follows:

...

(c) Permitted Use Table

Table of Uses

USE CATEGORIES	SPECIFIC USES (DEFINITION)	DEFINITION REFERENCE §17-2-2	USE STANDARDS	Zone Districts																																						
				A-1	A-2	A-3	A-4	R-1	R-2	R-2U	R-3	R-4	R-5	R-6	R-7	R-8	RCN	O-1	B-1	B-2	B-3	B-4	B-P	CCN (Major)	CCN (Minor)	H-B	HARP-1	HARP-2	HARP-3	I-1	I-2	I-3	S-1	S-2	S-3	S-4	S-5					
COMMERCIAL USES																																										
Retail	Bakery, retail	(15)														S		C	C	P	P	P	P	P	C	C	C	C														
	Flea market	(57)																		S	S	S							S	S	P	S										
	Mobile home sales	(95)													S				S										S	S	S											
	Pawnshop	(108)													S				S	P	S	P							S	S	P											
	Pharmacy	(112)													C	S	C	C	P	P	P	C	C	C	C	C	C				P											
	Precious metal purchaser	(115)																	S	P	P	S									P											
	Reserved	(132)a.																																								
	Retail sales, big box	(132)c.																	S	P	P	P									P											
	Retail sales, building materials	(132)d.																	S	C	C	C								P	P	P										
	Retail sales, garden center	(132)e.			P	P	P	P							S				C	P	P	P	P	S	S	S	S	S	S	S	S	P										
	Retail sales, general	(132)f.													P		S		C	P	P	P	P	P	S	P	P	P	P		P											
	Retail sales, liquor store	(132)g.													P				S	P	P	P	S		S	S	S	S		P												
	Retail sales, retail marijuana	(131)c.																				C	C	C							C	C										
	Natural medicine, healing center	(99.5)a.	§ 17-4-15																																							
	Reserved	(132)j.																																								

Table of Uses

USE CATEGORIES	SPECIFIC USES (DEFINITION)	DEFINITION REFERENCE §17-2-2	USE STANDARDS	Zone Districts																																		
				A-1	A-2	A-3	A-4	R-1	R-2	R-2U	R-3	R-4	R-5	R-6	R-7	R-8	RCN	O-1	B-1	B-2	B-3	B-4	B-P	CCN (Major)	CCN (Minor)	H-B	HARP-1	HARP-2	HARP-3	I-1	I-2	I-3	S-1	S-2	S-3	S-4	S-5	
INDUSTRIAL USES (CONT.)																																						
Other Industrial	Auction house	(9)		S	S																	S									P	P	P					
	Exterminator	(51)																													P	P	P					
	Medical marijuana cultivation facility	(87)b.																					C								C	C	C					
	Natural Medicine cultivation facility	(99.5)b.	§ 17-4-15																													P	P	P				
	Power plant	(114)																																	S			
	Retail marijuana cultivation facility	(131)a.																														C	C	C				
	Refinery	(123)																																	P			
	Taxidermist	(143)																														S	P	P				
	Tree service	(149)																																P	P			

SECTION 4.

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

SECTION 5.

This Ordinance shall become effective thirty (30) days after 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

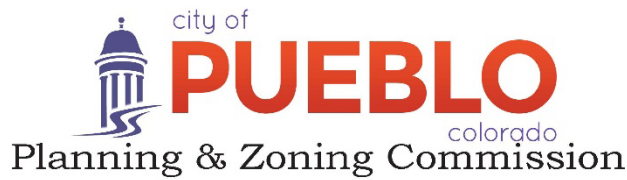
ATTEST

Acting City Clerk

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Alexandar Aznar
Elizabeth Bailey
Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday March 12, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Brett Boston, Alexandra Aznar, Lisa Bailey, and Cheryl Spinuzzi.

Commissioners Absent: One Commission Seat Vacant

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner, Hannah Prinzi, Planner, Cindy Capritta, Land Use Tech

Staff Members Absent: None

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

Motion Passed: 6-0

Public Hearings:

5. TA-24-01 Text Amendment: An Ordinance amending Sections 17-2-2, 17-4-15, and 17-4-51 of the Pueblo Municipal Code relating to Natural Medicine. The proposed Text Amendment creates local provisions for how and where natural medicine business can operate in Pueblo. Staff Report by Hannah Prinzi, Planner.

Hearing: No applicants.

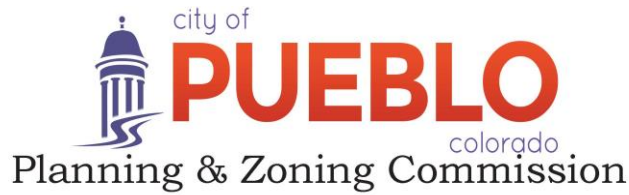
Commission Action: Bailey moved to recommend the text amendment application to City Council seconded by Boston.

Motion Passed: 6-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

TEXT AMENDMENT TA-24-01

TO: City of Pueblo Planning and Zoning Commission
FROM: Beritt Odom, Principal Planner; Hannah Prinzi, Planner
THROUGH: Scott Hobson, Acting Director of Planning and Community Development
DATE: March 12, 2025
SUBJECT: AN ORDINANCE AMENDING SECTION 17-2-2, SECTION 17-4-15, AND SECTION 17-4-51 OF CHAPTER 4 OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO NATURAL MEDICINE

BACKGROUND:

Colorado voters passed Proposition 122 Access to Natural Psychedelic Substances in the 2022 General Election. This proposition was a citizen initiative that decriminalized certain psychedelic substances for personal use for individuals 21 years of age and older. It also directed the State to allow the supervised, therapeutic use of natural medicine in licensed facilities. It does not decriminalize or otherwise allow any commercial component of natural medicine. The proposition was formally implemented by state legislation SB 23-290 Natural Medicine Regulation and Legalization. The legislation tasks the Department of Regulatory Agencies (DORA) and the Department of Revenue (DOR) with regulating and licensing natural medicine businesses. DORA oversees the training, regulating, and licensing of facilitators who provide and supervise natural medicine services. DOR oversees licensing of natural medicine businesses: healing centers, cultivation facilities, product manufacturers, and testing facilities.

DORA began accepting natural medicine license applications on December 31, 2024. As of February 21st, DOR has received 22 applications for a natural medicine business. The agency had not yet issued a license for any of these applications. As of February 24th, staff has not received any inquiries on operating natural medicine business in the City of Pueblo.

State legislation prohibits local jurisdictions from banning natural medicine businesses, but it does allow local jurisdictions to enact and enforce reasonable regulations regarding time, manner, and place of natural medicine businesses that do not conflict with state legislation.

The proposed Text Amendment would create local regulations that, in conjunction with state legislation, dictate how and where natural medicine businesses can operate in Pueblo. After receiving feedback from City Council, staff has revised the Ordinance regarding natural medicine originally presented to the Planning & Zoning Commission on December 11, 2024. This amended version increases the required distance between natural medicine businesses and schools, childcare centers, and childcare homes from 1,000 sq. ft. to 1,500 sq. ft. It also proposes a reduced number of Zoning Districts where a healing center is allowed.

ANALYSIS:

The Planning and Community Development Department proposes to regulate natural medicine businesses in the City of Pueblo by amending Section 17-2-2. Use Definitions in Title XVII of the Pueblo Municipal Code to add four use definitions that reflect language provided in the state legislation. These include:

- 1) Natural Medicine Healing Center,
- 2) Natural Medicine Cultivation Facility,
- 3) Natural Medicine Products Manufacturer, and
- 4) Natural Medicine Testing Facility.

All four of these uses are collectively known as natural medicine businesses, and all four must acquire licenses from the State. A healing center is where a state-licensed facilitator may provide natural medicine services to a participant, including a session where a participant consumes natural medicine under the supervision of a facilitator. A cultivation facility grows, prepares, and packages natural medicine. A product manufacturer manufactures and prepares natural medicine product. A testing facility analyzes and certifies the safety and potency of natural medicine. None of the natural medicine businesses may sell natural medicine or natural medicine products to a consumer – not even to a participant at a healing center. They may only sell and transfer natural medicine to other natural medicine business for the purposes of testing, manufacturing, or providing for a participant during an administration session.

The proposed Text Amendments would also add Section 17-4-15. Natural Medicine, Business Performance Standards to Title XVII of the Pueblo Municipal Code. This section reiterates the definition of a natural medicine healing center and adds seven non-use definitions. These definitions reflect language provided in the state legislation and include:

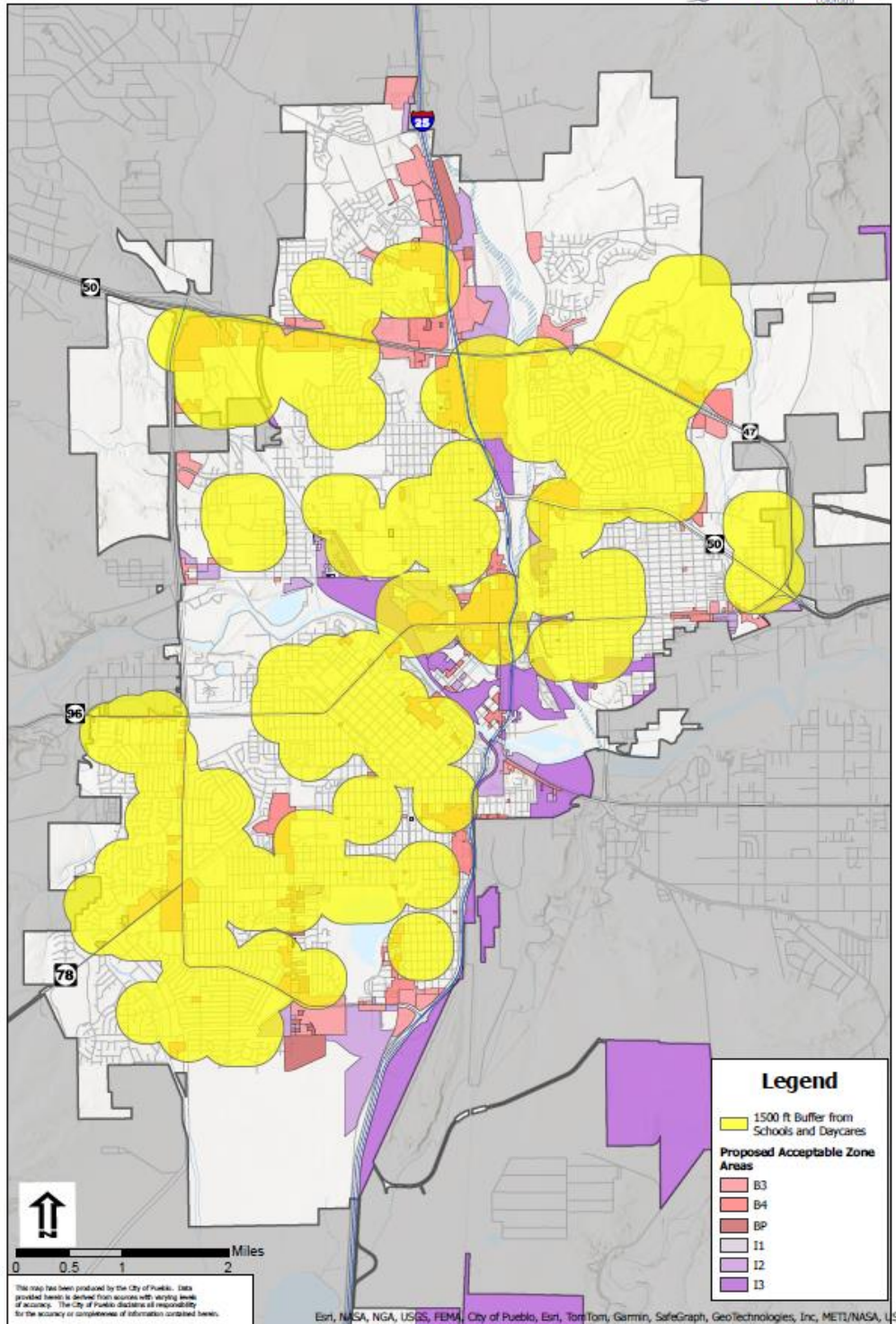
1. Natural Medicine Business,
2. Natural Medicine Product,
3. Natural Medicine Services,
4. Participant,
5. Regulated Natural Medicine,
6. Regulated Natural Medicine Product, and
7. State Licensing Authority.

This Section provides performance regulations that natural medicine business must follow to operate in Pueblo. Of note is the 1,500 sq. ft. buffer between natural medicine business and any school that offers in-person classes, testing, and/or programs. “School” includes a childcare center, childcare home, preschool, elementary, middle, junior, or high school. This buffer is 500 sq. ft. larger than the required distance set forth in state legislation and applies to all natural medicine businesses. The other performance regulations address confining odors to the premise, using a permanent structure for storage, and prohibiting hazardous materials in the processing of natural medicine.

The location in which natural medicine businesses are allowed to operate will be regulated through zoning. Natural medicine healing centers would be allowed by-right in a Highway and Arterial Business (B-3), Central Business (B-4), and Business Park (B-P) Zone District. Natural medicine testing facilities, cultivation facilities, and product manufacturers would be allowed by-right in a Business Park (B-P) and

all Industrial (I-1, I-2, and I-3) Zone Districts. None of the natural medicine business are allowed in any Residential Zone District. The map below reflects where the 1,500 sq. ft. buffer and zoning together allow natural medicine businesses to operate in Pueblo. These zoning regulations will be reflected in amendments to Section 17-4-51. Permitted Use Table of Title XVII of the Pueblo Municipal Code.

Natural Medicine Healing Center Buffers - 1500 feet



RECOMMENDATION:

If the Planning and Zoning Commission finds the proposed Text Amendment to create local provisions for how and where natural medicine business can operate is appropriate, staff recommends a recommendation of APPROVAL of the Text Amendment to be forwarded to City Council.

ATTACHMENTS:

- a. Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION TWO OF CHAPTER TWO, SECTION FIFTEEN OF CHAPTER FOUR AND SECTION FIFTY-ONE OF CHAPTER FOUR OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO NATURAL MEDICINE.

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

SECTION 1.

Section 17-2-2 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 17-2-2. Use definitions

...

(99.5) Natural Medicine:

a. *Natural medicine, healing center* means a facility where an entity is licensed by the state licensing authority that permits a facilitator, as defined by state laws, and regulations, to provide and supervise natural medicine services for a participant as defined by state laws and regulations, which includes a participant consuming and experiencing the effects of regulated natural medicine or regulated natural medicine product under the supervision of a facilitator.

b. *Natural medicine, cultivation facility* means an entity which is licensed by the state licensing authority, that cultivates, prepares, and packages natural medicine products and sells natural medicine products to natural medicine product manufacturing facilities, natural medicine healing centers, and to other natural medicine cultivation facilities, but not to consumers.

c. *Natural medicine, products manufacturer*, means an entity which may purchase natural medicine; manufacture, prepare, and package natural medicine; and sell natural medicine products to other natural medicine product manufacturing facilities, but not to consumers.

d. *Natural medicine, testing facility* means an entity which may analyze and certify the safety and potency of natural medicine.

SECTION 2.

Section 17-4-15 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 17-4-15 Natural Medicine, Business Performance Regulations.

- (a) Definitions. As used in this Code, unless the context otherwise requires:
- (1) Natural medicine means the following substances: psilocybin, or psilocin. It may include the following substances if and only once they are approved by the state licensing authority: dimethyltryptamine, ibogaine, and/or mescaline but not peyote (Lophophora williamsii Lemaire). Natural medicine does not include any synthetic, or synthetic analog of these substances, and does not include a derivative of naturally occurring compound of natural medicine that is produced using chemical synthesis, chemical modification, or chemical conversion.
 - (2) Natural medicine business means any of the following entities licensed under the State Regulatory Act and includes a natural medicine healing center, a natural medicine cultivation facility, a natural medicine products manufacturer, or a natural medicine testing facility, or another licensed entity created by the state licensing authority.
 - (3) Natural medicine healing center means a facility where an entity is licensed by the state licensing authority that permits a facilitator as defined by state laws and regulations, to provide and supervise natural medicine services for a participant as defined by state laws and regulations, which includes a participant consuming and experiencing the effects of regulated natural medicine or regulated natural medicine product under the supervision of a facilitator.
 - (4) Natural medicine product means a product infused with natural medicine that is intended for consumption as provided and defined by this code and state laws and regulations.
 - (5) Natural medicine services means a preparation session, administrative session, and integration session, as provided by state laws and regulations.
 - (6) Participant means an individual who is twenty-one (21) years of age or older who receives natural medicine services prescribed by and under the supervision of a licensed facilitator, as provided by state laws and regulations.
 - (7) Regulated natural medicine means natural medicine that is cultivated, manufactured, tested, stored, distributed, transported, or dispensed, as provided by state laws and regulations.
 - (8) Regulated natural medicine product means a natural medicine product that is cultivated, manufactured, tested, stored, distributed, transported, or dispensed, as provided by state laws and regulations.
 - (9) State licensing authority means the authority created under the Regulatory Act, state laws and regulations for the purpose of regulating and controlling the licensing of the cultivation, manufacturing, testing, storing, distribution, transportation, transfer, and dispensation of regulated natural medicine and regulated natural medicine product.

(b) Regulations

- (1) Natural medicine businesses shall use an air filtration and ventilation system designed to ensure that the odors from natural medicine and natural medicine products are confined to the premises and are not detectable beyond the property boundaries on which the facility is located.
- (2) All storage for natural medicine businesses shall be located within a permanent structure with a fixed location on the ground.
- (3) No natural medicine business ~~that provides natural medicine services~~ shall operate out of a building that is within ~~one thousand (1,000) feet~~ **[one thousand five hundred (1,500) feet]** of a childcare center or childcare home; preschool; elementary, middle, junior or high school which offers in person classes, testing, and/or programs; The ~~1,000-foot~~ **[1,500-foot]** distance requirement does not apply to a licensed natural medicine facility located on land owned by the City or the state of Colorado or apply to a licensed facility that was actively doing business under a valid license issued by the state licensing authority before the school, childcare center, or childcare home was established.
- (4) Processing of Natural Medicine:
 - a. The processing of natural medicine that includes the use of hazardous materials, including, without limitation, and by way of example, flammable and combustible liquids, carbon dioxide, and liquified petroleum gases, such as butane, is prohibited.
 - b. Nonhazardous materials used to process natural medicine shall be stored in a manner so as to mitigate and ensure odors are not detectable beyond the property boundaries on which the processing facility is located, or the exterior walls of the processing facility associated with the processing of natural medicine.
 - c. The processing of natural medicine shall meet the requirements of all adopted City building and life/safety codes.

SECTION 3.

Section 17-4-51 of the Pueblo Municipal Code is hereby amended to read as follows:

...

(c) Permitted Use Table

Table of Uses

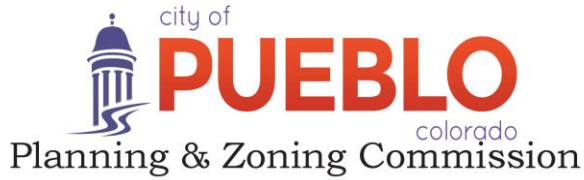
USE CATEGORIES	SPECIFIC USES (DEFINITION)	DEFINITION REFERENCE §17-2-2	USE STANDARDS	Zone Districts																																							
				A-1	A-2	A-3	A-4	R-1	R-2	R-2U	R-3	R-4	R-5	R-6	R-7	R-8	RCN	O-1	B-1	B-2	B-3	B-4	B-P	CCN (Major)	CCN (Minor)	H-B	HARP-1	HARP-2	HARP-3	I-1	I-2	I-3	S-1	S-2	S-3	S-4	S-5						
COMMERCIAL USES																																											
Retail	Bakery, retail	(15)														S		C	C	P	P	P	P	P	P	C	C	C	C														
	Flea market	(57)																		S	S	S							S	S	P	S											
	Mobile home sales	(95)												S						S									S	S	S												
	Pawnshop	(108)												S					S	P	S	P							S	S	P												
	Pharmacy	(112)													C	S	S	C	C	P	P	P	C	C	C	C	C				P												
	Precious metal purchaser	(115)																	S	P	P	S									P												
	Reserved	(132)a.																																									
	Retail sales, big box	(132)c.																	S	P	P	P										P											
	Retail sales, building materials	(132)d.																	S	C	C	C								P	P	P											
	Retail sales, garden center	(132)e.			P	P	P	P							S				C	P	P	P	P	S	S	S	S	S	S	S	S	P											
	Retail sales, general	(132)f.													P	S	C	P	P	P	P	P	P	S	P	P	P	P				P											
	Retail sales, liquor store	(132)g.													P				S	P	P	P	S		S	S	S	S				P											
	Retail sales, retail marijuana	(131)c.																			C	C	C								C	C											
	Natural medicine, healing center	(99.5)a.	§ 17-4-15																																								
	Reserved	(132)j.																																									

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INDUSTRIAL USES																																					
Food Production and Processing	Butcher shop	(27)															P	P	P	P	P	P	S														
	Commissary	(37)																	S	S	P									P	S	P					
	Food and drink processing facility, major	(58)a.																				S								S	S	P					
	Food and drink processing facility, minor	(58)b.																		S	S	P	S	S							P	P	P				
	Food warehousing	(59)																		S	S	C	S	S							C	C	P				
	Medical marijuana infused product manufacturing facility	(87)d.	§ 17-15-01 thru 17-15-09																												C	C	C				
	Microbrewery	(88)																		S	S	S		S							P	P	P				
	Retail marijuana product manufacturing facility	(131)b.																													C	C	C				
	Natural Medicine product manufacturing facility	(99.5)c.	§ 17-4-15																				P								P	P	P				
Manufacturing and Production	Batch plant	(18)																												P	P	P					
	Manufacturing and production	(85)																				P								P	P	P					

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

SECTION 4.

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

SECTION 5.

This Ordinance shall become effective thirty (30) days after 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

Acting City Clerk

**DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT
CITY OF PUEBLO**

**Submitted February 19, 2025
Published February 25, 2025**

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

Take notice that at 3:30 P.M., on the 12th day of March, 2025 in the **City Council Chambers**, 1 City Hall Place.

The Planning and Zoning Commission of Pueblo will hold a hearing for the following:

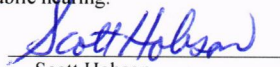
TA-24-01: An Ordinance amending Sections 17-2-2, 17-4-15, and 17-4-51 of the Pueblo Municipal Code relating to Natural Medicine:

The proposed text defines natural medicine uses, creates natural medicine use performance standards, and establishes natural medicine uses as permitted uses in certain zone districts.

A draft of the proposed text amendments will be posted on www.pueblo.us/PandZ under "Most Recent Agenda" and on file in the office of the Department of Planning and Community Development office and will be available for viewing and printing, typically the Friday prior to the meeting.

Any person may appear before the Planning and Zoning Commission at the time and place stated above to be heard on the proposed amendments. Individuals who require special arrangements to participate are encouraged to contact the Planning Department at least 72 hours in advance.

After the public hearing and recommendation by the Planning and Zoning Commission, the ordinance adopting the proposed Text Amendment will be considered by the City Council at a public hearing. Notice of the public hearing before the City Council will be published in the Pueblo Chieftain at least ten (10) days prior to the hearing. Any interested person may appear and be heard at such public hearing and may call the Department of Planning and Community Development for the time and date of such public hearing.



Scott Hobson
Administrative Official
(719) 553-2259



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: April 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING AN EL POMAR FOUNDATION GRANT AND APPLICABLE CONDITIONS PERTAINING THERETO, ESTABLISHING PROJECT NO. PS 2502 FOR THE PURCHASE OF THE WILDLAND PERSONAL PROTECTIVE EQUIPMENT AND BUDGETING AND APPROPRIATING GRANT FUNDS IN THE AMOUNT OF \$11,000.00 FOR THE PURPOSES AUTHORIZED BY THE GRANT AGREEMENT

SUMMARY:

Attached is an agreement between the City of Pueblo, A Colorado Municipal Corporation, and the El Pomar Foundation concerning a grant award in the amount of \$11,000.00 to purchase the Pueblo Fire Department wildland personal protective equipment.

PREVIOUS COUNCIL ACTION:

Approval of similar grants in the last several recent years.

BACKGROUND:

The department has wildland personal protective equipment used to protect the wearer from heat stressors involved in wildland firefighting. Some of this gear is ill-fitted and/or beyond its useful life that needs to be replaced. This grant provides supplemental funding to equip firefighters and fire apparatus for wildland deployments and in district responses to wildfire incidents.

FINANCIAL IMPLICATIONS:

There is no cost to the city. Staff time will be required for project management, as well as grant monitoring and reporting.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Award letter

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING AN EL POMAR FOUNDATION GRANT AND APPLICABLE CONDITIONS PERTAINING THERETO, ESTABLISHING PROJECT NO. PS 2502 FOR THE PURCHASE OF THE WILDLAND PERSONAL PROTECTIVE EQUIPMENT AND BUDGETING AND APPROPRIATING GRANT FUNDS IN THE AMOUNT OF \$11,000.00 FOR THE PURPOSES AUTHORIZED BY THE GRANT AGREEMENT

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, A Colorado Municipal Corporation, including its Fire Department, to accept grants for public and municipal purposes and to enter into agreements relating thereto; and

WHEREAS, the El Pomar Foundation has tendered a grant award in the amount of \$11,000.00 upon conditions recited therein or incorporated therein by reference; and

WHEREAS, acceptance of the Award for the purposes for which it has been made is in the best interest of the City and will benefit the health, welfare and safety of the citizens of the City; NOW, THEREFORE,

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

SECTION 1.

The El Pomar Foundation grant to the City of Pueblo in the amount of \$11,000.00, a true copy of which is attached hereto ("Award"), is hereby accepted in accordance with its terms and conditions and is approved. The Mayor is authorized to execute the Award acceptance in the name of and on behalf of the City.

SECTION 2.

Project No. PS2502 Wildland Personal Protective Equipment grant is hereby established. The grant amount of \$11,000.00 is hereby budgeted and appropriated to Project No. PS2502 for expenditure for the purposes authorized by the grant agreement.

SECTION 3.

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

SECTION 4.

This Ordinance shall become effective immediately upon final passage.

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



MATTHEW J. CARPENTER
Chief Operating Officer

March 18, 2025

Barbara Huber
Fire Chief
City of Pueblo
1551 Bonforte Boulevard
Pueblo, CO 81001

Dear Barbara:

The Trustees of El Pomar Foundation are pleased to advise you they have approved a Wildland Fire Fund grant to the City of Pueblo for fire department personal protective equipment in the amount of \$11,000.

Our check is enclosed. This grant is restricted to the purpose specified in this letter and is to be spent in accordance with your proposed budget. Any portion of the grant funds that are not used must be returned to the Foundation. This grant is also contingent upon the General Grant Terms and Conditions already agreed upon online when submitting the application, which can be viewed and printed by visiting <https://www.elpomar.org/contract>. As you communicate publicly about your grant, please refer to the communications guidelines at www.elpomar.org/presskit.

El Pomar's Trustees no longer require final reports for grants less than \$25,000. However, the best place for them to get information about opportunities and challenges facing nonprofit organizations and government agencies is from those entities. We invite you to fill out either part or all of the final report to help us continue to do more and do better. If you choose not to provide a final report, it will in no way affect future grant considerations. To access the optional final report, log in to your account at <https://elpomar.my.site.com/grants/> and go to "Reports" and "Open" and click the notepad icon in the "Edit" column. If you have any questions about the grant or voluntary final report, please contact the Grants Office at grants@elpomar.org.

Under the Foundation's guidelines, you will be eligible to be considered for another Wildland Fire Fund grant three years from the date of this letter. If you have any questions about the grant or final report, please contact the Grants Office at grants@elpomar.org.

Thank you for applying to El Pomar Foundation. We are honored to support the work of nonprofits across the state with our mission to enhance, encourage and promote the current and future well-being of the people of Colorado. The Trustees extend their best wishes for your continued success.

Sincerely,

A handwritten signature in black ink that reads "Matthew J. Carpenter". The signature is written in a cursive, flowing style.

Matthew J. Carpenter
MJC:eoc
COPU / 24-18016

enc.

EL POMAR FOUNDATION
10 Lake Circle
Colorado Springs, Colorado 80906
Tel: 719-633-7733
elpomar.org



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: April 14, 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 21.848-ACRES GENERALLY LOCATED NORTH OF STATE HIGHWAY 47/CESAR CHAVEZ BOULEVARD AND DILLON DRIVE INTERSECTION FROM I-2, INDUSTRIAL TO B-3, HIGHWAY AND ARTERIAL BUSINESS ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone 21.848-acres from I-2, Industrial to B-3, Highway and Arterial Business Zone District to facilitate commercial development along the State Highway 47/Cesar Chavez Boulevard corridor.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting to subdivide 33.858-acres into seven (7) commercial lots, one (1) industrial parcel, reserved for future development, and one (1) parcel dedicated to drainage and detention. (S-23-08)

BACKGROUND:

The proposed B-3 rezoning is for the land area that will be subdivided into developable lots, Parcel B, a Drainage Easement. Non-buildable Parcel A, which is reserved for future development, will remain zoned I-2. The purpose of the B-3 rezoning is to facilitate development of commercial offices, services, and restaurants. Historically, this site was zoned I-2, but it has never been developed as it was in a floodplain. To remove the floodplain restrictions and develop the property, the property owner contracted Matrix Design to perform a detailed floodplain analysis of the property. The analysis indicated the property is not at risk of flooding due to ineffective flow areas being used by the Flood Insurance Rate Map (FIRM). The City worked with the Federal Emergency Management Agency (FEMA) and the Colorado Water Conservation Board (CWCB) to ensure the analysis and modeling, completed by Matrix, made correct assumptions. Once the City, State, and Federal agencies were in agreement, the property owner was given approval to import fill material to the site and elevate it, thus

removing it from the floodplain. The property owner must complete a floodplain letter of map revision (LOMR) within six months of finishing the site work to finalize the removal of the floodplain designation. Once the LOMR, rezoning, and subdivision are completed, the site can be developed for commercial purposes, which is appropriate given its location north of State Hwy 47 and adjacent to both sides of Dillon Drive.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their March 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-23-11 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 21.848-ACRES GENERALLY LOCATED NORTH OF STATE HIGHWAY 47/CESAR CHAVEZ BOULEVARD AND DILLON DRIVE INTERSECTION FROM I-2, INDUSTRIAL TO B-3, HIGHWAY AND ARTERIAL 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 I-2, Industrial to B-3, Highway and Arterial Business Zone District:

A PARCEL OF LAND BEING A PORTION OF THE NW ¼ OF THE SW ¼ OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF DILLON DRIVE AND THE SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET FROM WHICH THE W ¼ CORNER OF SAID SECTION 18 BEARS N 89°10'34" W, (BEARING BASED ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18 FROM THE NORTH RIGHT OF WAY ON COLORADO STATE HIGHWAY NO. 47 MONUMENTED WITH A 3 1/4 INCH ALUMINUM CDOT RIGHT OF WAY MARKER PLS NO. 30107 TO THE W ¼ CORNER OF SAID SECTION 18 MONUMENTED WITH A CONCRETE MONUMENT WITH A LEAD PLUG AND BRASS TACK IN A CAST IRON MONUMENT BOX ASSUMED TO BEAR N 01°34'40" W), A DISTANCE OF 490.98 FEET: THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET AND 40TH STREET EXTENDED THE FOLLOWING TWO (2) COURSES;

1. N 88°35'16" E, A DISTANCE OF 180.70 FEET;
2. S 89°30'34" E, A DISTANCE OF 318.48 FEET;

THENCE S 00°25'01" E, A DISTANCE OF 621.50 FEET TO A POINT ON THE NORTHERLY LINE OF COLORADO STATE HIGHWAY NO. 47 AS DESCRIBED IN THAT "RULE AND ORDER" (R&O) CASE NO. 97-CV-538, DIVISION D, DISTRICT COURT, PUEBLO COUNTY, COLORADO AND FILED FOR RECORD JULY 6, 1999 AT RECEPTION NUMBER 1287660 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER; THENCE WESTERLY AND NORTHERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO. 47 AND SAID EASTERLY RIGHT OF WAY LINE OF DILLON DRIVE THE FOLLOWING SIX (6) COURSES;

1. S 83°44'03" W (S 83°44'53" W R&O), A DISTANCE OF 405.72 (405.69 R&O) FEET;
2. N 61°58'57" W (N 62°02'10" W R&O), A DISTANCE OF 40.82 (40.67 R&O) FEET;
3. N 26°28'24" W (N 26°27'56" W R&O), A DISTANCE OF 82.26 (82.28 R&O) FEET;
4. N 02°07'45" W (N 02°07'18" W R&O), A DISTANCE OF 200.08 (200.15 R&O) FEET;
5. N 04°40'40" W (N 04°40'31" W R&O), A DISTANCE OF 187.15 (187.09 R&O) FEET;
6. N 01°31'50" W (N 01°31'05" W R&O), A DISTANCE OF 184.83 (184.82 R&O) FEET;

TO THE POINT OF BEGINNING;
TOGETHER WITH

A PARCEL OF LAND BEING A PORTION OF THE NW ¼ OF THE SW ¼ OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF DILLON DRIVE AND THE SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET FROM WHICH THE W ¼ CORNER OF SAID SECTION 18 BEARS N 85°59'52" W, (BEARING BASED ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18 FROM THE NORTH RIGHT OF WAY ON COLORADO STATE HIGHWAY NO. 47 MONUMENTED WITH A 3 1/4 INCH ALUMINUM CDOT RIGHT OF WAY MARKER PLS NO. 30107 TO THE W ¼ CORNER OF SAID SECTION 18 MONUMENTED WITH A CONCRETE MONUMENT WITH A LEAD PLUG AND BRASS TACK IN A CAST IRON MONUMENT BOX ASSUMED TO BEAR N 01°34'40" W) A DISTANCE OF 322.88 FEET: THENCE SOUTHERLY AND WESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE OF DILLON DRIVE AND THE NORTHERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO. 47 AS DESCRIBED IN THAT "RULE AND ORDER" (R&O) CASE NO. 97-CV-538, DIVISION D, DISTRICT COURT, PUEBLO COUNTY, COLORADO AND FILED FOR RECORD JULY 6, 1999 AT RECEPTION NUMBER 1287660 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER THE FOLLOWING SEVEN (7) COURSES;

1. S 04°09'50" E (S 04°09'33" E R&O), A DISTANCE OF 133.97 (133.90 R&O) FEET;
2. S 00°20'04" W (S 00°20'27" W R&O), A DISTANCE OF 358.23 FEET;
3. S 05°09'42" E (S 05°15'27" E R&O), A DISTANCE OF 82.20 (82.09 R&O) FEET;
4. S 44°07'09" W (S 44°09'41" W R&O), A DISTANCE OF 125.14 (125.34 R&O) FEET;
5. N 84°13'12" W (N 84°15'53" W R&O), A DISTANCE OF 65.20 (65.05 R&O) FEET;
6. S 36°27'01" W (S 36°28'48" W R&O), A DISTANCE OF 31.35 FEET;
7. N 81°37'45" W, A DISTANCE OF 149.27 FEET; TO A POINT ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18; THENCE N 01°34'40" W, ALONG SAID WEST

LINE, A DISTANCE OF 270.07 FEET; THENCE N 88°59'28" E, A DISTANCE OF 207.17 FEET; THENCE N 02°38'18" W, A DISTANCE OF 388.22 FEET TO A POINT ON THE SAID SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET; THENCE S 89°33'10" E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 121.44 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH

A PARCEL OF LAND BEING A PORTION OF THE NW ¼ OF THE SW ¼ OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET AND THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18 FROM WHICH THE W ¼ CORNER OF SAID SECTION 18 BEARS N 01°34'40" W, (BEARING BASED ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18 FROM THE NORTH RIGHT OF WAY ON COLORADO STATE HIGHWAY NO. 47 MONUMENTED WITH A 3 1/4 INCH ALUMINUM CDOT RIGHT OF WAY MARKER PLS NO. 30107 TO THE W ¼ CORNER OF

SAID SECTION 18 MONUMENTED WITH A CONCRETE MONUMENT WITH A LEAD PLUG AND BRASS TACK IN A CAST IRON MONUMENT BOX ASSUMED TO BEAR N 01°34'40" W) A DISTANCE OF 22.04 FEET; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY

LINE OF 40TH STREET THE FOLLOWING TWO (2) COURSES;

1. N 88°02'36" E, A DISTANCE OF 48.64 FEET;
2. S 89°32'26" E, A DISTANCE OF 151.43 FEET;

THENCE S 02°38'18" E, A DISTANCE OF 388.22 FEET; THENCE S 88°59'28"W, A DISTANCE OF 207.17 FEET TO A POINT ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18; THENCE N 01°34'40" W ALONG SAID WEST LINE, A DISTANCE OF 391.15 FEET TO THE POINT OF BEGINNING. TOGETHER WITH

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT MARKED BY AN AXLE IN A RANGE BOX; THENCE S89°31'31"E A DISTANCE OF 792.29 FEET TO A POINT ON THE RIGHT-OF-WAY LINE OF 40th STREET, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES:

1. N00°28'46"E A DISTANCE OF 111.94 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 109°34'28", A RADIUS OF 96.78 FEET, A DISTANCE OF 185.09 FEET TO A POINT OF TANGENT;
3. S70°54'18"W A DISTANCE OF 51.22 FEET;
4. S89°48'46"W A DISTANCE OF 147.64 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF DILLON DRIVE;

THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:

1. N26°25'24"W A DISTANCE OF 147.64 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 35°00'00", A RADIUS OF 856.30 FEET, A DISTANCE OF 523.08 FEET TO A POINT OF TANGENT;
3. N61°25'24"W A DISTANCE OF 58.12 FEET;
4. N63°53'34"W A DISTANCE OF 137.90 FEET;
5. N71°13'02"W A DISTANCE OF 43.58 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE RAILROAD;

THENCE N23°32'41"E ON SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 468.55 FEET; THENCE S66°54'44"E A DISTANCE OF 1,065.17 FEET TO THE NORTHWEST CORNER OF THE DEED RECORDED IN BOOK 1842 AT PAGE 897 IN THE RECORDS OF COUNTY OF PUEBLO, STATE OF COLORADO; THENCE S00°25'23"E ON SAID WESTERLY BOUNDARY LINE A DISTANCE OF 806.29 FEET; THENCE N89°30'34"W ON SAID SOUTH LINE A DISTANCE OF 210.38 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 750,553 SQUARE FEET OR 17.230 ACRES.

TOGETHER WITH

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT POINT MARKED BY AN AXLE IN A RANGE BOX AT THE EAST QUARTER CORNER OF SECTION 13, SAID POINT BEING THE POINT OF BEGINNING; THENCE N00°25'23"W, ON THE EAST LINE OF SAID SECTION 13 A DISTANCE OF 60.01 FEET; THENCE S88°34'38"W, PARALLEL TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 13, A DISTANCE OF 465.35 FEET TO A POINT ON THE

EASTERLY RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE RAILROAD, SAID POINT BEING A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS S75°47'26"E, HAVING A DELTA OF 09°20'07", A RADIUS OF 1,806.25 FEET A DISTANCE OF 294.30 FEET TO A POINT OF TANGENT; THENCE CONTINUING ON SAID RIGHT-OF-WAY N23°32'41"E A DISTANCE OF 143.62 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF DILLON DRIVE; THENCE ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF DILLON DRIVE AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF 40TH/ STREET, THE FOLLOWING EIGHT (8) COURSES:

1. S66°26'45"E A DISTANCE OF 118.16 FEET;
2. S73°31'50"E A DISTANCE OF 210.80 FEET;
3. S65°51'46"E A DISTANCE OF 64.09 FEET TO A POINT OF CURVE;
4. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 39°01'16", A RADIUS OF 426.14 FEET, A DISTANCE OF 290.22 FEET;
5. S26°24'11"W A DISTANCE OF 48.36 FEET;
6. S69°39'22"W A DISTANCE OF 70.19 FEET'
7. S45°32'06"W A DISTANCE OF 50.97 FEET
8. S79°39'15"W A DISTANCE OF 140.34 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 201,177 SQUARE FEET, OR 4.618 ACRES.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

Approved on _____.

Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk

REZONING EXHIBIT

A PORTION OF THE WEST HALF OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST, AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST, OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF THE NW ¼ OF THE SW ¼ OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF DILLON DRIVE AND THE SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET FROM WHICH THE W ¼ CORNER OF SAID SECTION 18 BEARS N 89°10'34" W, (BEARING BASED ON THE WEST LINE OF THE NW ¼ OF SAID SECTION 18 FROM THE NORTH RIGHT OF WAY ON COLORADO STATE HIGHWAY NO. 47 MONUMENTED WITH A 3 1/4 INCH ALUMINUM CDOT RIGHT OF WAY MARKER PLS NO. 30107 TO THE W ¼ CORNER OF SAID SECTION 18 MONUMENTED WITH A CONCRETE MONUMENT WITH A LEAD PLUG AND BRASS TACK IN A CAST IRON MONUMENT BOX ASSUMED TO BEAR N 01°34'40" W), A DISTANCE OF 490.98 FEET; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET AND 40TH STREET EXTENDED THE FOLLOWING TWO (2) COURSES:

1. N 88°35'16" E, A DISTANCE OF 180.70 FEET;
2. S 89°30'34" E, A DISTANCE OF 318.48 FEET;

THENCE S 00°25'01" E, A DISTANCE OF 621.50 FEET TO A POINT ON THE NORTHERLY LINE OF COLORADO STATE HIGHWAY NO. 47 AS DESCRIBED IN THAT "RULE AND ORDER" (R&O) CASE NO. 97-CV-538, DIVISION D, DISTRICT COURT, PUEBLO COUNTY, COLORADO AND FILED FOR RECORD JULY 6, 1999 AT RECEPTION NUMBER 1287660 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER; THENCE WESTERLY AND NORTHERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO. 47 AND SAID EASTERLY RIGHT OF WAY LINE OF DILLON DRIVE THE FOLLOWING SIX (6) COURSES:

1. S 83°44'03" W (S 83°44'53" W R&O), A DISTANCE OF 405.72 (405.69 R&O) FEET;
2. N 61°58'57" W (N 62°02'10" W R&O), A DISTANCE OF 40.82 (40.67 R&O) FEET;
3. N 26°28'24" W (N 26°27'56" W R&O), A DISTANCE OF 82.26 (82.28 R&O) FEET;
4. N 02°07'45" W (N 02°07'18" W R&O), A DISTANCE OF 200.08 (200.15 R&O) FEET;
5. N 04°40'40" W (N 04°40'31" W R&O), A DISTANCE OF 187.15 (187.09 R&O) FEET;
6. N 01°31'50" W (N 01°31'05" W R&O), A DISTANCE OF 184.83 (184.82 R&O) FEET;

TO THE POINT OF BEGINNING;

TOGETHER WITH

A PARCEL OF LAND BEING A PORTION OF THE NW ¼ OF THE SW ¼ OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF DILLON DRIVE AND THE SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET FROM WHICH THE W ¼ CORNER OF SAID SECTION 18 BEARS N 85°59'52" W, (BEARING BASED ON THE WEST LINE OF THE NW ¼ OF SAID SECTION 18 FROM THE NORTH RIGHT OF WAY ON COLORADO STATE HIGHWAY NO. 47 MONUMENTED WITH A 3 1/4 INCH ALUMINUM CDOT RIGHT OF WAY MARKER PLS NO. 30107 TO THE W ¼ CORNER OF SAID SECTION 18 MONUMENTED WITH A CONCRETE MONUMENT WITH A LEAD PLUG AND BRASS TACK IN A CAST IRON MONUMENT BOX ASSUMED TO BEAR N 01°34'40" W) A DISTANCE OF 322.88 FEET; THENCE SOUTHERLY AND WESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE OF DILLON DRIVE AND THE NORTHERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO. 47 AS DESCRIBED IN THAT "RULE AND ORDER" (R&O) CASE NO. 97-CV-538, DIVISION D, DISTRICT COURT, PUEBLO COUNTY, COLORADO AND FILED FOR RECORD JULY 6, 1999 AT RECEPTION NUMBER 1287660 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER THE FOLLOWING SEVEN (7) COURSES:

1. S 04°09'50" E (S 04°09'33" E R&O), A DISTANCE OF 133.97 (133.90 R&O) FEET;
2. S 00°20'04" W (S 00°20'27" W R&O), A DISTANCE OF 358.23 FEET;
3. S 05°09'42" E (S 05°15'27" E R&O), A DISTANCE OF 82.20 (82.09 R&O) FEET;
4. S 44°07'09" W (S 44°09'41" W R&O), A DISTANCE OF 125.14 (125.34 R&O) FEET;
5. N 84°13'12" W (N 84°15'53" W R&O), A DISTANCE OF 65.20 (65.05 R&O) FEET;
6. S 36°27'01" W (S 36°28'48" W R&O), A DISTANCE OF 31.35 FEET;
7. N 81°37'45" W, A DISTANCE OF 149.27 FEET; TO A POINT ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18; THENCE N 01°34'40" W, ALONG SAID WEST LINE, A DISTANCE OF 270.07 FEET; THENCE N 88°59'28" E, A DISTANCE OF 207.17 FEET; THENCE N 02°38'18" W, A DISTANCE OF 388.22 FEET TO A POINT ON THE SAID SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET; THENCE S 89°33'10" E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 121.44 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH

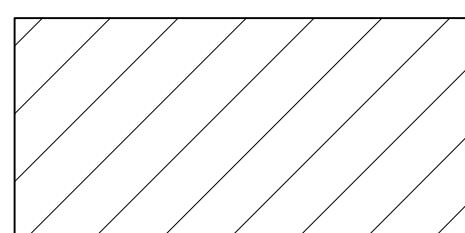
A PARCEL OF LAND BEING A PORTION OF THE NW ¼ OF THE SW ¼ OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET AND THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18 FROM WHICH THE W ¼ CORNER OF SAID SECTION 18 BEARS N 01°34'40" W, (BEARING BASED ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18 FROM THE NORTH RIGHT OF WAY ON COLORADO STATE HIGHWAY NO. 47 MONUMENTED WITH A 3 1/4 INCH ALUMINUM CDOT RIGHT OF WAY MARKER PLS NO. 30107 TO THE W ¼ CORNER OF SAID SECTION 18 MONUMENTED WITH A CONCRETE MONUMENT WITH A LEAD PLUG AND BRASS TACK IN A CAST IRON MONUMENT BOX ASSUMED TO BEAR N 01°34'40" W) A DISTANCE OF 22.04 FEET; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET THE FOLLOWING TWO (2) COURSES:

1. N 88°02'36" E, A DISTANCE OF 48.64 FEET;
2. S 89°32'26" E, A DISTANCE OF 151.43 FEET;

THENCE S 02°38'18" E, A DISTANCE OF 388.22 FEET; THENCE S 88°59'28" W, A DISTANCE OF 207.17 FEET TO A POINT ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18; THENCE N 01°34'40" W ALONG SAID WEST LINE, A DISTANCE OF 391.15 FEET TO THE POINT OF BEGINNING.

LEGEND:



AREA I-2 TO BE REZONED B-3
PUEBLO COUNTY ASSESSOR'S
PROPERTY INFORMATION AND
EXISTING ZONE

LEGAL DESCRIPTION: CONTINUED

BASIS OF BEARINGS: THE COURSE ON THE WEST BOUNDARY LINE OF PARCEL C AND PARCEL B, AS SHOWN ON THE ALTA SURVEY DEPOSITED UNDER 25-06-32 RECORDS OF THE COUNTY OF PUEBLO, STATE OF COLORADO, BEING MONUMENTED AT NORTHERLY END, BEING THE NORTHWEST CORNER OF SAID PARCEL C, BY A NO. 5 REBAR AND 1-1/2" ALUMINUM CAP STAMPED "PLS NO. 30107" AND AT THE SOUTHERLY END, BEING THE SOUTHWEST CORNER OF SAID PARCEL B, BEING MONUMENTED BY A 3-1/2" ALUMINUM CDOT RIGHT-OF-WAY MARKER ON AN ALUMINUM ROD STAMPED "PLS NO. 30107", ASSUMED TO BEAR S 01°34'40" W A DISTANCE OF 661.22 FEET.

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT MARKED BY AN AXLE IN A RANGE BOX; THENCE S 89°31'31"E A DISTANCE OF 792.29 FEET TO A POINT ON THE RIGHT-OF-WAY LINE OF 40TH STREET, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES:

1. N 00°28'46" E A DISTANCE OF 111.94 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 109°34'28", A RADIUS OF 96.78 FEET, A DISTANCE OF 185.09 FEET TO A POINT OF TANGENT;
3. S 70°54'18" W A DISTANCE OF 51.22 FEET;
4. S 89°48'46" W A DISTANCE OF 147.64 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF DILLON DRIVE;

THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:

1. N 26°25'24" W A DISTANCE OF 147.64 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 35°00'00", A RADIUS OF 856.30 FEET, A DISTANCE OF 523.08 FEET TO A POINT OF TANGENT;
3. N 81°25'24" W A DISTANCE OF 58.12 FEET;
4. N 63°53'34" W A DISTANCE OF 137.90 FEET;
5. N 71°13'02" W A DISTANCE OF 43.58 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE RAILROAD;

THENCE N 23°32'41" E ON SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 468.55 FEET; THENCE S 66°54'44" E A DISTANCE OF 1,065.17 FEET TO THE NORTHWEST CORNER OF THE DEED RECORDED IN BOOK 1842 AT PAGE 897 IN THE RECORDS OF COUNTY OF PUEBLO, STATE OF COLORADO; THENCE S 00°25'23" E ON SAID WESTERLY BOUNDARY LINE A DISTANCE OF 806.29 FEET; THENCE N 89°30'34" W ON SAID SOUTH LINE A DISTANCE OF 210.38 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 750,553 SQUARE FEET OR 17,230 ACRES.

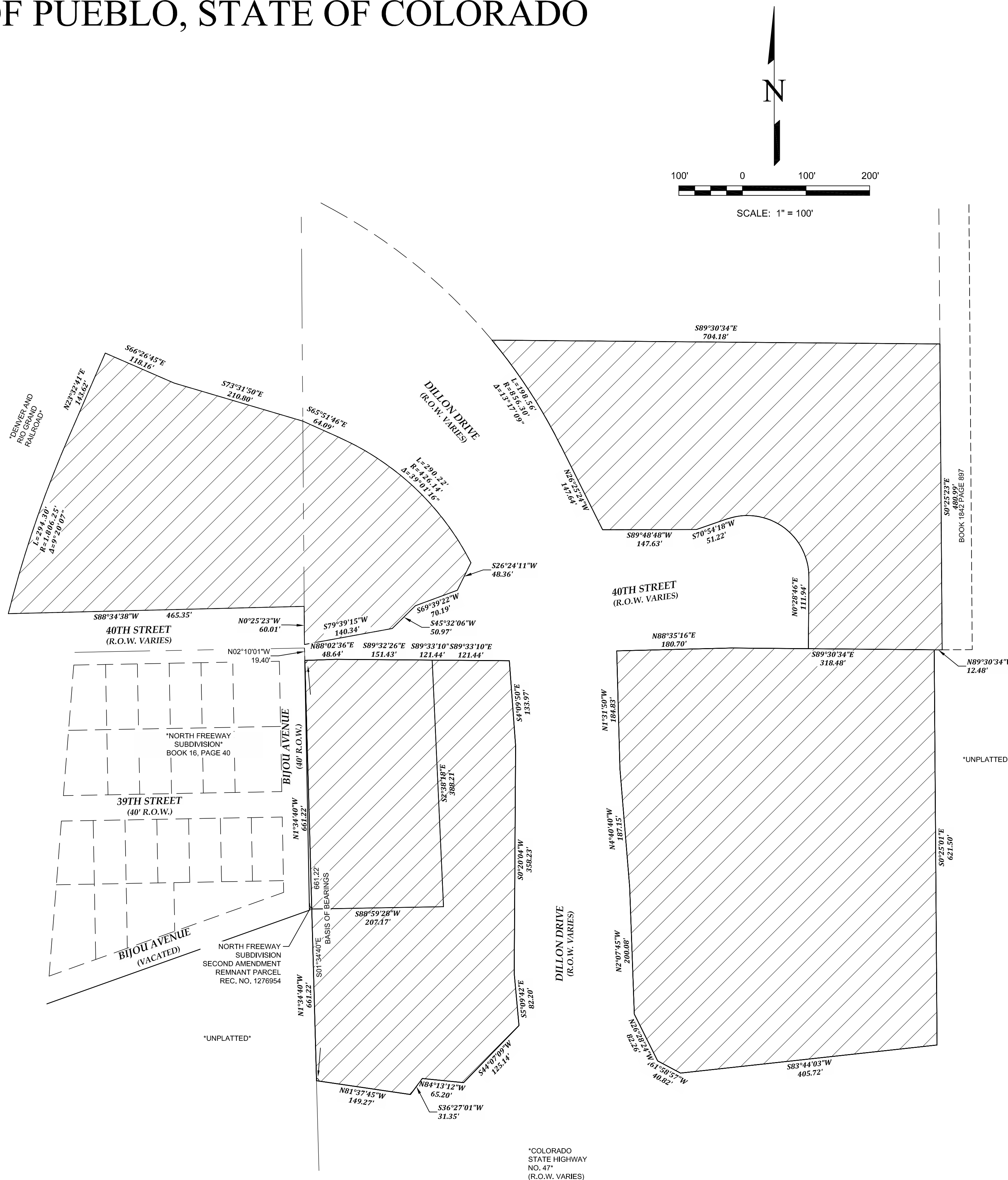
TOGETHER WITH

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT POINT MARKED BY AN AXLE IN A RANGE BOX AT THE EAST QUARTER CORNER OF SECTION 13, SAID POINT BEING THE POINT OF BEGINNING; THENCE N 00°25'23" W, ON THE EAST LINE OF SAID SECTION 13 A DISTANCE OF 60.01 FEET; THENCE S 88°34'38" W, PARALLEL TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 13, A DISTANCE OF 465.35 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE RAILROAD, SAID POINT BEING A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS S 75°47'26" E, HAVING A DELTA OF 09°20'07", A RADIUS OF 1,806.25 FEET A DISTANCE OF 294.30 FEET TO A POINT OF TANGENT; THENCE CONTINUING ON SAID RIGHT-OF-WAY N 23°32'41" E A DISTANCE OF 143.62 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF DILLON DRIVE; THENCE ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF DILLON DRIVE AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF 40TH STREET, THE FOLLOWING EIGHT (8) COURSES:

1. S 86°26'45" E A DISTANCE OF 118.16 FEET;
2. S 73°31'50" E A DISTANCE OF 210.80 FEET;
3. S 65°51'46" E A DISTANCE OF 64.09 FEET TO A POINT OF CURVE;
4. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 39°01'16", A RADIUS OF 426.14 FEET, A DISTANCE OF 290.22 FEET;
5. S 26°24'11" W A DISTANCE OF 48.36 FEET;
6. S 69°39'22" W A DISTANCE OF 70.19 FEET;
7. S 45°32'06" W A DISTANCE OF 50.97 FEET;
8. S 79°39'15" W A DISTANCE OF 140.34 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 201,177 SQUARE FEET, OR 4,618 ACRES.



NO.	DESCRIPTION	DATE
1.	ADDRESS COMMENTS	3/13/2024

EDWARD-JAMES SURVEYING, INC.
926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206

4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247

REZONING EXHIBIT

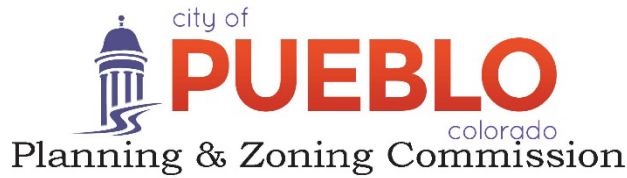
A PORTION OF THE WEST HALF OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST, AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1" = 100'
JOB NO.	4111-00
DATE CREATED	8-31-22
DATE ISSUED	DRAFT
SHEET NO	1 OF 1

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Alexandar Aznar
Elizabeth Bailey
Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday March 12, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Brett Boston, Alexandra Aznar, Lisa Bailey, and Cheryl Spinuzzi.

Commissioners Absent: One Commission Seat Vacant

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner, Hannah Prinzi, Planner, Cindy Capritta, Land Use Tech

Staff Members Absent: None

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

Motion Passed: 6-0

Public Hearings:

3. Z-23-11 Rezone: Rezoning of 21.848 acres from I-2, Industrial to B-3, Highway and Arterial Business District, to facilitate the Dillon North, A Special Area Plan Subdivision and future commercial development. Generally located north of the Cesar Chavez Blvd. and Dillon Drive intersection. Staff Report by Beritt Odom, Principal Planner

Hearing: Applicants Darlene Horn and Toni Acri were sworn in and spoke in support of the rezoning application. Kathy Spicola was sworn in and discussed concerns about the project.

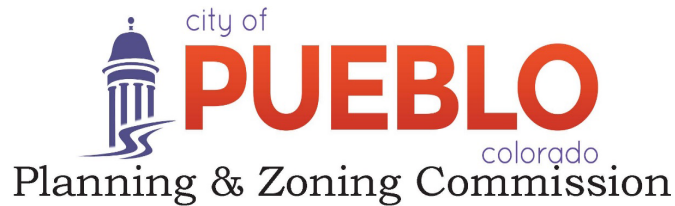
Commission Action: Bailey moved to recommend the rezoning application to City Council seconded by Aznar.

Motion Passed: 6-0.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-23-11

TO: City of Pueblo, Planning and Zoning Commission

FROM: Beritt Odom, Principal Planner

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

DATE: March 12, 2025

SUBJECT: Rezone 21.848 acres from Pueblo County I-2, Industrial to B-3, Highway and Arterial Business District

APPLICANT: Avik Amin, AKN Enterprises LLC
Ron Childress, Dillon Drive Assoc.

SURVEYOR: Edward Fisher, PLS, Edward James Surveying

ENGINEER: Darlene Horn, P.E. DK Horn Engineering and Design

PROPERTY OWNER: Avik Amin, AKN Enterprises LLC
Ron Childress, Dillon Drive Assoc.

LOCATION: Generally located north of the Hwy 47/Cesar Chavez Blvd. and Dillon Drive intersection.

CONCURRENT REQUESTS: S-23-09 Dillon North Subdivision

REQUEST:

The applicant is requesting to rezone 21.848 acres from I-2, Industrial to B-3, Highway Arterial Business District to facilitate commercial development along the Highway 47 (Cesar Chavez Blvd.) corridor.

BACKGROUND AND ANALYSIS:

The proposed B-3 rezoning is for the land area that will be subdivided into developable lots, Parcel B, a Drainage Easement. Non-buildable Parcel A, which is reserved for future development, will remain zoned I-2. The purpose of the B-3 rezoning is to facilitate development of commercial offices, services, and restaurants. Historically, this site was zoned I-2, but it has never been developed as it was located in a floodplain.

In an effort to remove the floodplain restrictions and develop the property, the property owner contracted Matrix Design to perform a detailed floodplain analysis of the property. The analysis indicated the property is not at risk of flooding due to ineffective flow areas being used by FIRM. The City worked with FEMA and CWCB to ensure the analysis and modeling, completed by Matrix, made correct assumptions. Once the City,

State, and Federal agencies were in agreement, the property owner was given approval to import fill material to the site and elevate it, thus removing it from the floodplain. The property owner must complete a floodplain LOMR within six months of finishing the site work to finalize the removal of the floodplain designation.

Once the LOMR, rezoning, and subdivision are completed, the site can be developed for commercial purposes, which is appropriate given its location north of State Hwy 47 and adjacent to both sides of Dillon Dr.

LAND USE AND PLANNING COMMENTS
CHARACTER AND COMPATIBILITY

Site Character: The site is currently undeveloped.

Neighborhood Compatibility:

North	I-2, Unimproved land B-3, Walmart
East	S-3, Fountain Creek
South	B-4, Pueblo Mall
West	I-2, Single Family residences, Colorado Tire, possible salvage uses.

COMPREHENSIVE PLAN: The area to be subdivided is designated as Mixed-Use Activity Center by the “Pueblo Regional Comprehensive Plan, 2022.” According to the Comprehensive Plan, Mixed-Use Activity Centers primarily consist of retail, office, and multifamily residential uses. The intent of Mixed-Use Activity Centers is to provide opportunities for the redevelopment and reactivation of malls, large format retail, and other commercial centers into compact mixed-use neighborhoods that serve as community and regional destinations.

The proposed rezoning will allow commercial uses to be established along the highly visible highway corridor; therefore, conforming to the intent of the regional comprehensive plan.

APPLICATION REQUIREMENT PER §17-6-1 OF THE PUEBLO MUNICIPAL CODE

The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application

Comments **The application contains the required information.**

The interest of the applicant and the interest of the person, firm or corporation represented by the applicant, be it legal, sales development, operation or other interest.

Comments **The application contains the required information**

The nature of the amendment and a legal description of the property that would be affected by the amendment.

Comments **The application contains the required information**

A statement of the facts which the applicant believes justify the amendment; provided; however, that when any amendment changing the zoning map is requested, the following additional information shall be furnished:

Comments **The applicant stated that the proposed B-3 Zoning is consistent with the surrounding area and commercial uses.**

A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect and traffic effect, if any; and such description carried out in scope

and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

Comments **The rezoning site is currently undeveloped; the proposed rezoning will facilitate commercial development of the site.**

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

Comments **A tentative site plan of the proposed development was not provided.**

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

Comments **The application states that development is contingent upon the successful subdivision of the property.**

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

Comments **The application states that the “applicant, AKN Enterprises LLC, is fully aware of the magnitude of construction costs associated with the subdivision and development and is fully capable of paying for it.”**

RECOMMENDED ACTION:

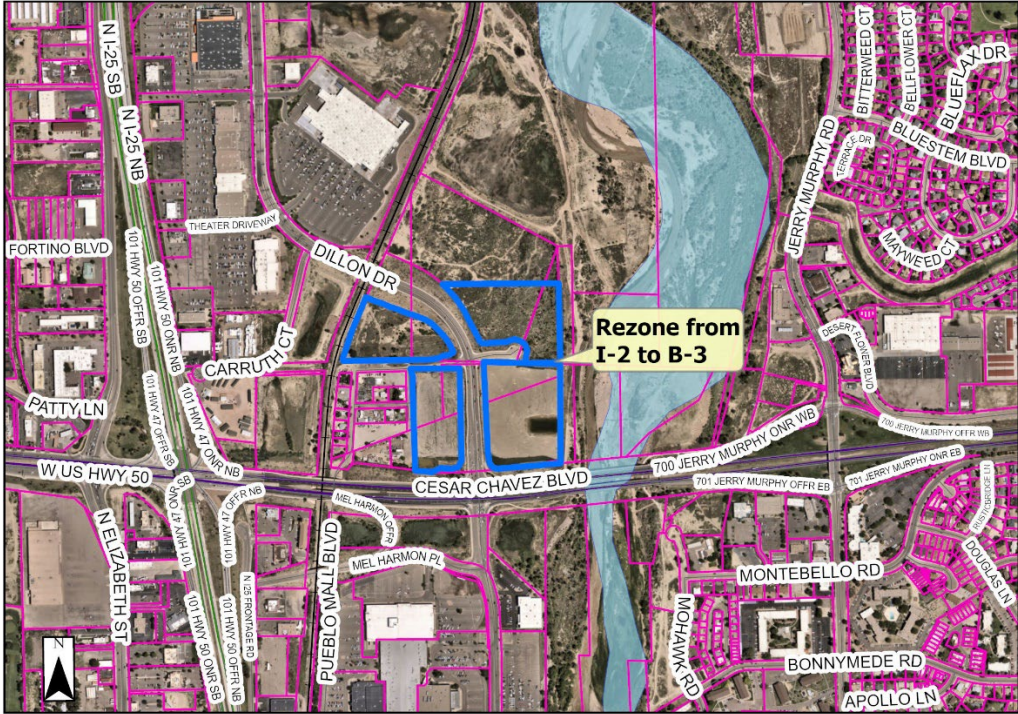
If the Planning and Zoning Commission makes the necessary findings of fact, a recommendation to City Council for approval of the rezone request is appropriate.

REFERRAL AGENCIES AND COMMENTS:

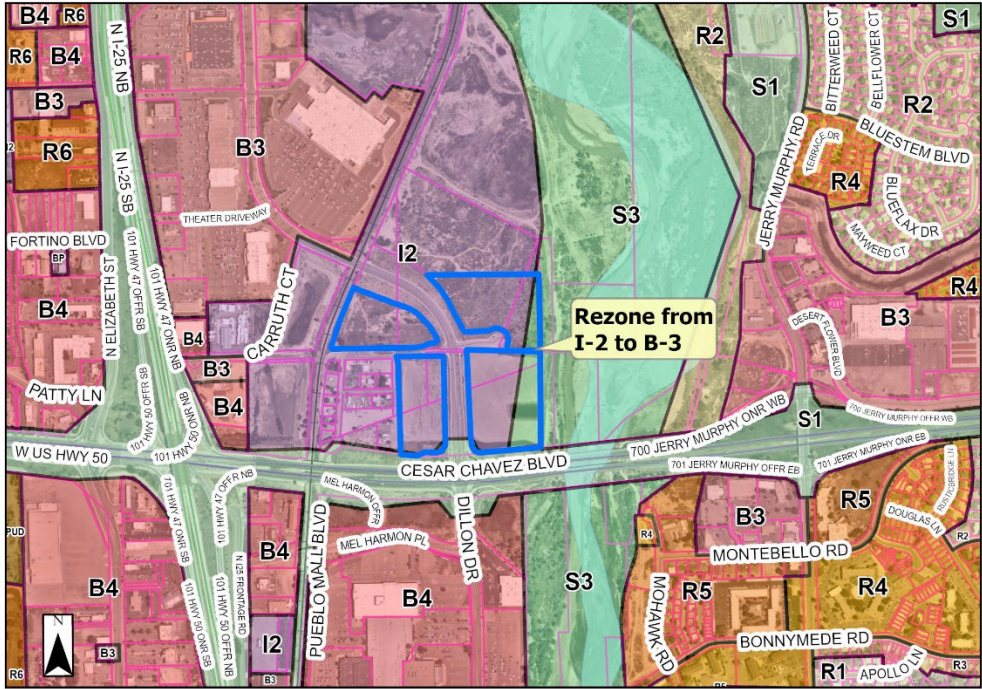
- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No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

ATTACHMENTS:

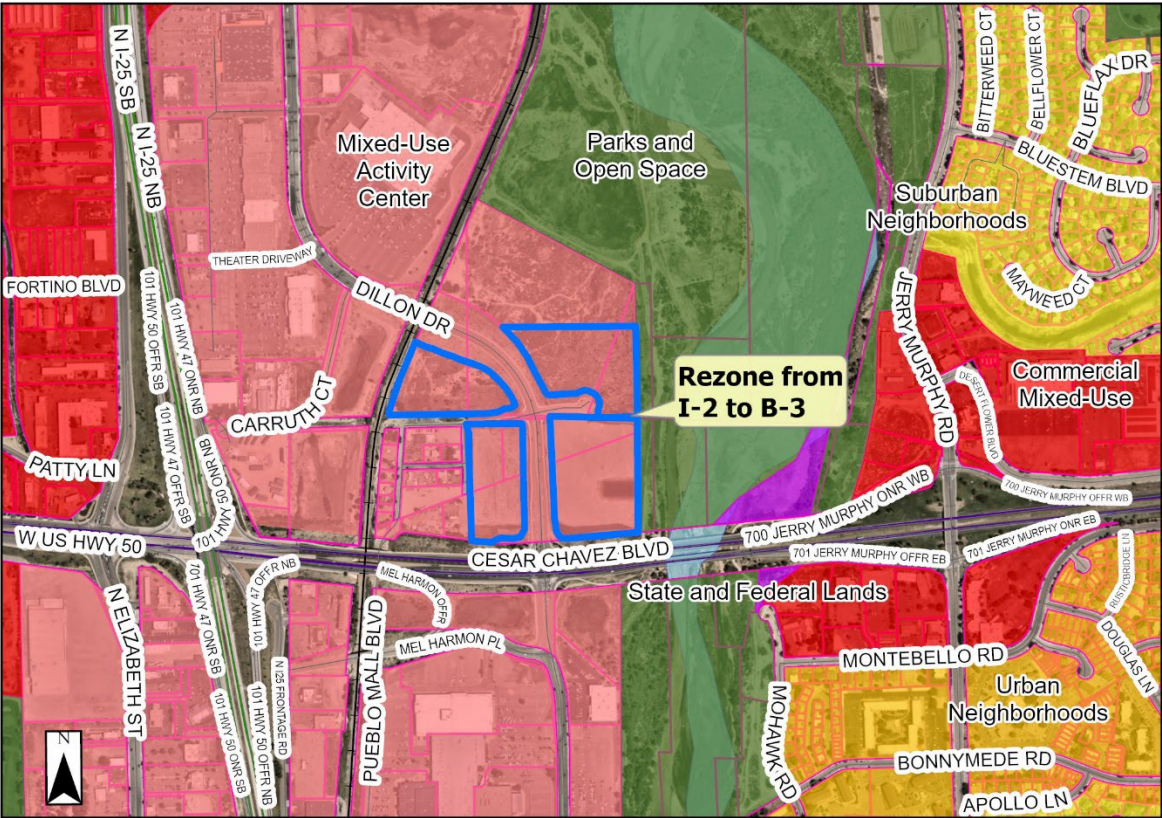
- A. **Aerial Photograph**
- B. **Zoning Map**
- C. **Comprehensive Plan Map**
- D. **Site Photographs**
- E. **Zoning Exhibit**
- F. **Application**



A. Aerial Photograph



B. Zoning



C. Comprehensive Plan



E. Dillon North rezoning site looking east from Dillon Dr.



E. Dillon North rezoning site looking west from Dillon Dr.



Public Notice Poster

Planning & Zoning Map Amendment Application (Rezoning)

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

Property Owner	
Name: Avik Amin	
Company: AKN Enterprises LLC	
Address: 4308 St. Andrews Drive, Pueblo, Colorado	Zip: 81001
Phone: () 719-569-0964	Email: avikamin@aaahoteldevelopers.com
Applicant	
Name: Avik Amin	
Company: AKN Enterprises LLC	
Address: 4308 St. Andrews Drive, Pueblo, CO	Zip: 81001
Phone: () 719-569-0964	Email: avikamin@aaahoteldevelopers.com
Person or Firm Representing (If Different From) Owner or Applicant	
Name: Darlene Horn	
Company: DK Horn Engineering & Design, Inc.	
Address: 2441 S. Prairie Avenue	Zip: 81005
Phone: () 719-696-8274	Email: darlene@dkheng.com
<i>The applicant will be the primary contact unless otherwise noted.</i>	
Project Location: North of Dillon Drive and Hwy 47 Intersection <small>(address or general description)</small>	
Parcel# 418000045, 418000044, 418000042, 418000007	
Legal Description: See attached	
Subdivision: Dillon North Subdivision	Acreage: 12.00
Existing Zone District: I-2	Proposed Zone District: B-3

Purpose of this Application:

- To permit development of the property not allowed under the existing zone district.
- To provide proper zone district in conjunction with the subdivision plan for the area.
- In conjunction with the Annexation petition to annex the property in a use different than the existing Pueblo County Zoning.
- Other (specify): _____

(Continued from previous page)

Statement of Facts:

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

Proposed Zone B-3 is consistent with the surrounding area zoning, which is B-3 to the north, B-4 just south of Hwy 47.

Description of area surrounding proposed development:

The area in general is commercial with Pueblo Mall to the south, Walmart and shopping centers to the north and movie theater to the north. There is very little industrial type uses in the area.

A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

The area is being subdivided (Dillon North Subdivision) into multiple commercial properties. Environmental, traffic and other such affects are being addressed as part of the subdivision. A traffic study has been submitted to both the City and CDOT.

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

Estimated date for beginning project: N/A - N/A - this application is part of Subdivision Part I submittal

Estimated date for completion of project: N/A - this application is part of Subdivision Part I submittal

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

The applicant, AKN Enterprises LLC, is fully aware of the magnitude of construction costs associated with the subdivision and development and is fully capable of paying for it.

- CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. **(if applicable)**

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.

Office Use Only	Zoning Compliance (Completed by City Staff)	
	Application received by:	Date:
	Application checked for completeness by:	Date:
	Case Manager:	Fee Paid:
	Hearing date:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Approved w/conditions

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.

Property Owner

Print Name:

Signature:

Date:

Applicant, if different from Property Owner

Print Name:

Signature:

Date:

REZONING EXHIBIT

A PORTION OF THE WEST HALF OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST, AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST, OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF THE NW ¼ OF THE SW ¼ OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF DILLON DRIVE AND THE SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET FROM WHICH THE W ¼ CORNER OF SAID SECTION 18 BEARS N 89°10'34" W, (BEARING BASED ON THE WEST LINE OF THE NW ¼ OF SAID SECTION 18 FROM THE NORTH RIGHT OF WAY ON COLORADO STATE HIGHWAY NO. 47 MONUMENTED WITH A 3 1/4 INCH ALUMINUM CDOT RIGHT OF WAY MARKER PLS NO. 30107 TO THE W ¼ CORNER OF SAID SECTION 18 MONUMENTED WITH A CONCRETE MONUMENT WITH A LEAD PLUG AND BRASS TACK IN A CAST IRON MONUMENT BOX ASSUMED TO BEAR N 01°34'40" W), A DISTANCE OF 490.98 FEET; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET AND 40TH STREET EXTENDED THE FOLLOWING TWO (2) COURSES;

1. N 88°35'16" E, A DISTANCE OF 180.70 FEET;
2. S 89°30'34" E, A DISTANCE OF 318.48 FEET;

THENCE S 00°25'01" E, A DISTANCE OF 621.50 FEET TO A POINT ON THE NORTHERLY LINE OF COLORADO STATE HIGHWAY NO. 47 AS DESCRIBED IN THAT "RULE AND ORDER" (R&O) CASE NO. 97-CV-538, DIVISION D, DISTRICT COURT, PUEBLO COUNTY, COLORADO AND FILED FOR RECORD JULY 6, 1999 AT RECEPTION NUMBER 1287660 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER; THENCE WESTERLY AND NORTHERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO. 47 AND SAID EASTERLY RIGHT OF WAY LINE OF DILLON DRIVE THE FOLLOWING SIX (6) COURSES;

1. S 83°44'03" W (S 83°44'53" W R&O), A DISTANCE OF 405.72 (405.69 R&O) FEET;
2. N 61°58'57" W (N 62°02'10" W R&O), A DISTANCE OF 40.82 (40.67 R&O) FEET;
3. N 26°28'24" W (N 26°27'56" W R&O), A DISTANCE OF 82.26 (82.28 R&O) FEET;
4. N 02°07'45" W (N 02°07'18" W R&O), A DISTANCE OF 200.08 (200.15 R&O) FEET;
5. N 04°40'40" W (N 04°40'31" W R&O), A DISTANCE OF 187.15 (187.09 R&O) FEET;
6. N 01°31'50" W (N 01°31'05" W R&O), A DISTANCE OF 184.83 (184.82 R&O) FEET;

TO THE POINT OF BEGINNING;

TOGETHER WITH

A PARCEL OF LAND BEING A PORTION OF THE NW ¼ OF THE SW ¼ OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF DILLON DRIVE AND THE SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET FROM WHICH THE W ¼ CORNER OF SAID SECTION 18 BEARS N 89°10'34" W, (BEARING BASED ON THE WEST LINE OF THE NW ¼ OF SAID SECTION 18 FROM THE NORTH RIGHT OF WAY ON COLORADO STATE HIGHWAY NO. 47 MONUMENTED WITH A 3 1/4 INCH ALUMINUM CDOT RIGHT OF WAY MARKER PLS NO. 30107 TO THE W ¼ CORNER OF SAID SECTION 18 MONUMENTED WITH A CONCRETE MONUMENT WITH A LEAD PLUG AND BRASS TACK IN A CAST IRON MONUMENT BOX ASSUMED TO BEAR N 01°34'40" W) A DISTANCE OF 322.88 FEET; THENCE SOUTHERLY AND WESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE OF DILLON DRIVE AND THE NORTHERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO. 47 AS DESCRIBED IN THAT "RULE AND ORDER" (R&O) CASE NO. 97-CV-538, DIVISION D, DISTRICT COURT, PUEBLO COUNTY, COLORADO AND FILED FOR RECORD JULY 6, 1999 AT RECEPTION NUMBER 1287660 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER THE FOLLOWING SEVEN (7) COURSES;

1. S 04°09'50" E (S 04°09'33" E R&O), A DISTANCE OF 133.97 (133.90 R&O) FEET;
2. S 00°20'04" W (S 00°20'27" W R&O), A DISTANCE OF 358.23 FEET;
3. S 05°09'42" E (S 05°15'27" E R&O), A DISTANCE OF 82.20 (82.09 R&O) FEET;
4. S 44°07'09" W (S 44°09'41" W R&O), A DISTANCE OF 125.14 (125.34 R&O) FEET;
5. N 84°13'12" W (N 84°15'53" W R&O), A DISTANCE OF 65.20 (65.05 R&O) FEET;
6. S 36°27'01" W (S 36°28'48" W R&O), A DISTANCE OF 31.35 FEET;
7. N 81°37'45" W, A DISTANCE OF 149.27 FEET; TO A POINT ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18; THENCE N 01°34'40" W, ALONG SAID WEST LINE, A DISTANCE OF 270.07 FEET; THENCE N 88°59'28" E, A DISTANCE OF 207.17 FEET; THENCE N 02°38'18" W, A DISTANCE OF 388.22 FEET TO A POINT ON THE SAID SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET; THENCE S 89°33'10" E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 121.44 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH

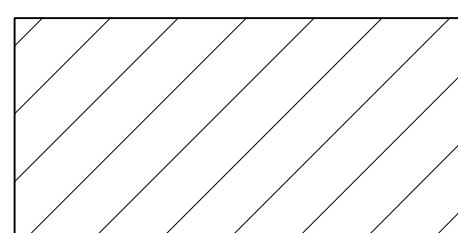
A PARCEL OF LAND BEING A PORTION OF THE NW ¼ OF THE SW ¼ OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET AND THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18 FROM WHICH THE W ¼ CORNER OF SAID SECTION 18 BEARS N 01°34'40" W, (BEARING BASED ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18 FROM THE NORTH RIGHT OF WAY ON COLORADO STATE HIGHWAY NO. 47 MONUMENTED WITH A 3 1/4 INCH ALUMINUM CDOT RIGHT OF WAY MARKER PLS NO. 30107 TO THE W ¼ CORNER OF SAID SECTION 18 MONUMENTED WITH A CONCRETE MONUMENT WITH A LEAD PLUG AND BRASS TACK IN A CAST IRON MONUMENT BOX ASSUMED TO BEAR N 01°34'40" W) A DISTANCE OF 22.04 FEET; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET THE FOLLOWING TWO (2) COURSES;

1. N 88°02'36" E, A DISTANCE OF 48.64 FEET;
2. S 89°32'28" E, A DISTANCE OF 151.43 FEET;

THENCE S 02°38'18" E, A DISTANCE OF 388.22 FEET; THENCE S 88°59'28" W, A DISTANCE OF 207.17 FEET TO A POINT ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18; THENCE N 01°34'40" W ALONG SAID WEST LINE, A DISTANCE OF 391.15 FEET TO THE POINT OF BEGINNING.

LEGEND:



AREA I-2 TO BE REZONED B-3
PUEBLO COUNTY ASSESSOR'S
PROPERTY INFORMATION AND
EXISTING ZONE

LEGAL DESCRIPTION: CONTINUED

BASIS OF BEARINGS: THE COURSE ON THE WEST BOUNDARY LINE OF PARCEL C AND PARCEL B, AS SHOWN ON THE ALTA SURVEY DEPOSITED UNDER 25-06-32 RECORDS OF THE COUNTY OF PUEBLO, STATE OF COLORADO, BEING MONUMENTED AT NORTHERLY END, BEING THE NORTHWEST CORNER OF SAID PARCEL C, BY A NO. 5 REBAR AND 1-1/2" ALUMINUM CAP STAMPED "PLS NO. 30107" AND AT THE SOUTHERLY END, BEING THE SOUTHWEST CORNER OF SAID PARCEL B, BEING MONUMENTED BY A 3-1/2" ALUMINUM CDOT RIGHT-OF-WAY MARKER ON AN ALUMINUM ROD STAMPED "PLS NO. 30107", ASSUMED TO BEAR S 01°34'40" W A DISTANCE OF 661.22 FEET.

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT MARKED BY AN AXLE IN A RANGE BOX; THENCE S89°31'31"E A DISTANCE OF 792.29 FEET TO A POINT ON THE RIGHT-OF-WAY LINE OF 40TH STREET, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES:

1. N00°28'46"E A DISTANCE OF 111.94 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 109°34'28", A RADIUS OF 96.78 FEET, A DISTANCE OF 185.09 FEET TO A POINT OF TANGENT;
3. S70°54'18"W A DISTANCE OF 51.22 FEET;
4. S89°48'46"W A DISTANCE OF 147.64 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF DILLON DRIVE;

THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:

1. N26°25'24"W A DISTANCE OF 147.64 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 35°00'00", A RADIUS OF 856.30 FEET, A DISTANCE OF 523.08 FEET TO A POINT OF TANGENT;
3. N81°25'24"W A DISTANCE OF 58.12 FEET;
4. N63°53'34"W A DISTANCE OF 137.90 FEET;
5. N71°13'02"W A DISTANCE OF 43.58 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE RAILROAD;

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CONTAINING A CALCULATED AREA OF 750,553 SQUARE FEET OR 17,230 ACRES.

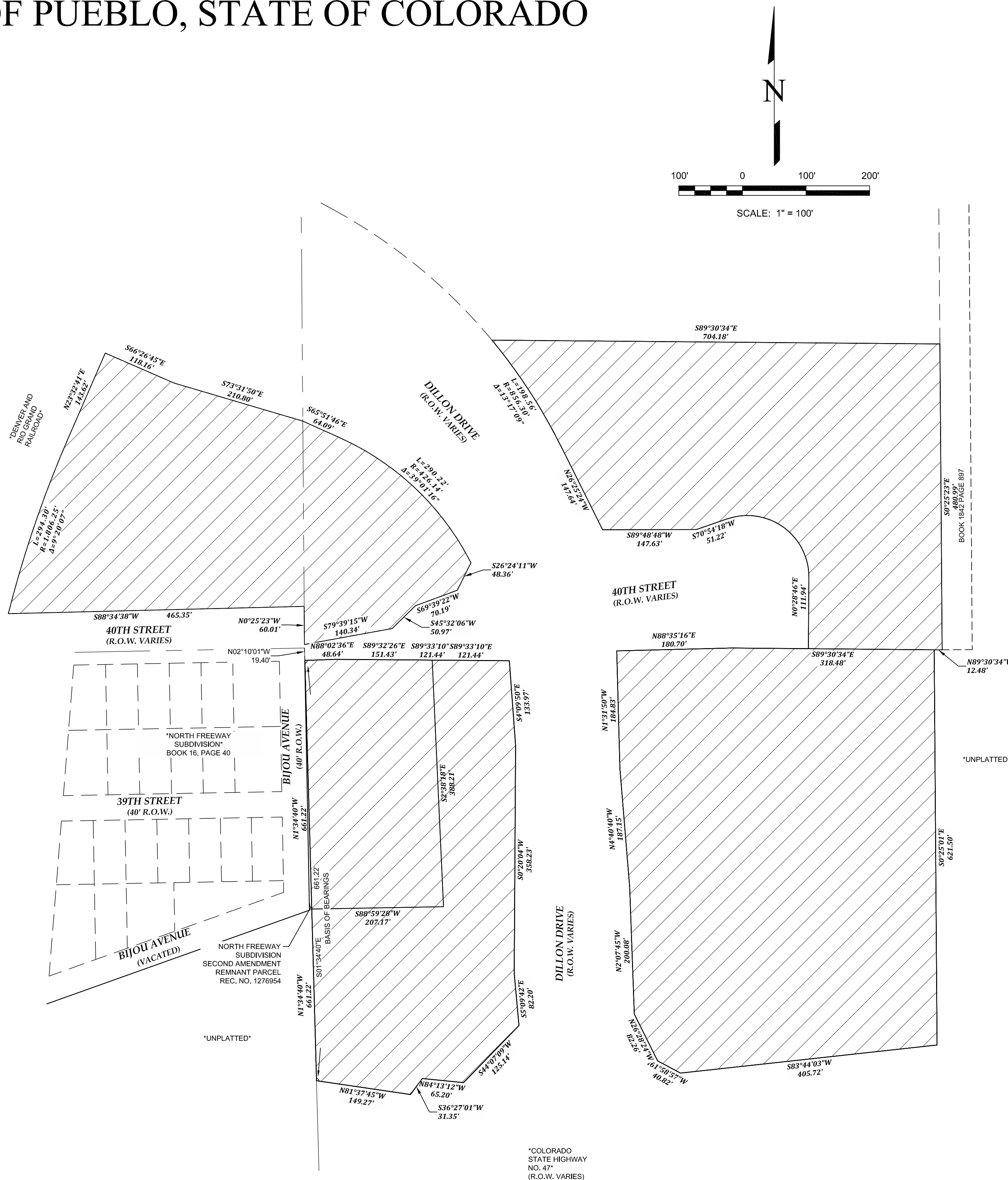
TOGETHER WITH

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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2. S73°31'50"E A DISTANCE OF 210.80 FEET;
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7. S45°32'06"W A DISTANCE OF 50.97 FEET;
8. S79°39'15"W A DISTANCE OF 140.34 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 201,177 SQUARE FEET, OR 4,618 ACRES.



NO.	REVISIONS	DESCRIPTION	DATE
1.		ADDRESS COMMENTS	3/13/2024

EDWARD-JAMES SURVEYING, INC.
 926 Elkton Drive
 Colorado Springs, CO 80907
 Office: (719) 576-1216
 Fax: (719) 576-1206

4732 Eagleledge Circle
 Pueblo, CO 81008
 Office: (719) 545-6240
 Fax: (719) 545-6247

REZONING EXHIBIT

A PORTION OF THE WEST HALF OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST,
AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH,
RANGE 65 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1" = 100'
JOB NO.	4111-00
DATE CREATED	8-31-22
DATE ISSUED	DRAFT
SHEET NO	1 OF 1

February 25, 2025

The City Planning and Zoning Commission will hold a public hearing on requests from AKN Enterprises LLC and Dillon Drive Assoc. for the approval of the following applications generally located north of the Hwy 47/Cesar Chavez Blvd. and Dillon Drive intersection.

Z-23-11: Rezone, of 21.848 acres from I-2, Industrial to B-3, Highway and Arterial Business District, to facilitate the Dillon North, Subdivision and future commercial development.

S-23-08: Dillon North Subdivision, subdivision of 33.85 acres into commercial lots, and parcels for drainage, utilities, and future development.

The Planning and Zoning Commission meeting will be held on March 12, 2025, at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO. You are welcome to attend this public hearing in person and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

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

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

CASE NUMBER: Z-23-11

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 Dillon North/Hwy 47 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.

February 25, 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 Dillon North/Hwy 47. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

February 25, 2025
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Caputo

Owner	Owner Street	Owner City	Owner State	Owner Zip
UNION PACIFIC TRANS CO + C/O PROPERTY TAX DEPT ,	1400 DOUGLAS ST STOP 1640	OMAHA	NE	68179-1001
STEVES SHEET METAL AND ELECTRICAL L	2207 PERRY AVE	PUEBLO	CO	81003-3820
GRICE LEONARD FLOYD	307 E 39TH ST	PUEBLO	CO	81008-2101
GONZALES NICK RICHARD	308 E 39TH ST	PUEBLO	CO	81008-2102
ANDERSON DANIELLE	311 E 39TH ST	PUEBLO	CO	81008-2101
QUIMBY DONNA/QUIMBY CLYDE	325 S CONQUISTADOR AVE	PUEBLO WEST	CO	81007-3617
SPICOLA RONALD L/SPICOLA KATHLEEN	3813 PUEBLO MALL BLVD	PUEBLO	CO	81008-2106
LADUKE GORDON ORVIL JR/NANCY KAY/S	3925 PUEBLO MALL BLVD	PUEBLO	CO	81008-2108
DEPARTMENT OF TRANSPORTATION STATE	5615 WILLS BLVD.	PUEBLO	CO	81008-2108
AKN ENTERPRISE LLC	4308 ST ANDREWS DR	PUEBLO	CO	81001-1165
DILLON DRIVE ASSOCIATES LLC	PO BOX 65207	LUBBOCK	TX	79464-5207
COLE WM PUEBLO CO LLC	PO BOX 8050 MAIL STOP #0555	BENTONVILLE	AR	72712-8055



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: April 14, 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 THE DILLON NORTH SUBDIVISION

SUMMARY:

The applicant is requesting to subdivide 33.858-acres into seven (7) commercial lots, one (1) industrial parcel, reserved for future development, and one (1) parcel dedicated to drainage and detention.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting to rezone approximately 21.848-acres from I-2, Industrial to B-3, Highway and Arterial Business Zone District. (Z-23-11)

BACKGROUND:

The subject property is located north of Highway 47 (Cesar Chavez Boulevard) and adjacent to the east and west sides of Dillon Drive as it extends north. The subdivision site is currently unimproved and has never been subdivided. The applicant is requesting to subdivide the land into two parcels and 11 lots to

facilitate commercial development to the east and west of Dillon Drive south of East 40th Street. Access to the lots on both sides of Dillon Drive will be taken from East 40th Street. Access easements are proposed to run south through the proposed southern lots, providing legal access to each lot/development site. The three lots located north of East 40th Street will also take access from East 40th Street and an internal access easement. No access will be provided from Dillon Drive or Highway 47 (Cesar Chavez Blvd.). The subdivision also includes two parcels; Parcel A is reserved for future subdivision and development. Parcel B is reserved for drainage and detention. All the proposed lots and Parcel B will be rezoned to B-3, Highway and Arterial Business District; Parcel A will remain an I-2 zoning.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their March 12, 2025 Regular Meeting, voted 6-0 to recommend approval, Commissioners Aznar and Castellucci absent.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

ALTERNATIVES:

If City Council does not approve this Ordinance, the site will not be resubdivided which will impede development.

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

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. S-23-08 Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING THE DILLON NORTH
SUBDIVISION

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

SECTION 1.

The plat of the Dillon North Subdivision, being a subdivision of land legally described as:

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT MARKED BY AN AXLE IN A RANGE BOX; THENCE S89°31'31"E A DISTANCE OF 792.29 FEET TO A POINT ON THE RIGHT-OF-WAY LINE OF 40TH STREET, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES:

1. N00°28'46"E A DISTANCE OF 111.94 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 109°34'28", A RADIUS OF 96.78 FEET, A DISTANCE OF 185.09 FEET TO A POINT OF TANGENT;
3. S70°54'18"W A DISTANCE OF 51.22 FEET;
4. S89°48'46"W A DISTANCE OF 147.64 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF DILLON DRIVE;

THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:

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2. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 35°00'00", A RADIUS OF 856.30 FEET, A DISTANCE OF 523.08 FEET TO A POINT OF TANGENT;
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3. S65°51'46"E A DISTANCE OF 64.09 FEET TO A POINT OF CURVE;
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EXTENDED THE FOLLOWING TWO (2) COURSES;

1. N 88°35'16" E, A DISTANCE OF 180.70 FEET;
2. S 89°30'34" E, A DISTANCE OF 318.48 FEET;

THENCE S 00°25'01" E, A DISTANCE OF 621.50 FEET TO A POINT ON THE NORTHERLY LINE OF COLORADO STATE HIGHWAY NO. 47 AS DESCRIBED IN THAT "RULE AND ORDER" (R&O) CASE NO. 97-CV-538, DIVISION D, DISTRICT COURT, PUEBLO COUNTY, COLORADO AND FILED FOR RECORD JULY 6, 1999 AT RECEPTION NUMBER 1287660 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER; THENCE WESTERLY AND NORTHERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO. 47 AND SAID EASTERLY RIGHT OF WAY LINE OF DILLON DRIVE THE FOLLOWING SIX (6) COURSES;

1. S 83°44'03" W (S 83°44'53" W R&O), A DISTANCE OF 405.72 (405.69 R&O) FEET;
2. N 61°58'57" W (N 62°02'10" W R&O), A DISTANCE OF 40.82 (40.67 R&O) FEET;
3. N 26°28'24" W (N 26°27'56" W R&O), A DISTANCE OF 82.26 (82.28 R&O) FEET;
4. N 02°07'45" W (N 02°07'18" W R&O), A DISTANCE OF 200.08 (200.15 R&O) FEET;
5. N 04°40'40" W (N 04°40'31" W R&O), A DISTANCE OF 187.15 (187.09 R&O) FEET;
6. N 01°31'50" W (N 01°31'05" W R&O), A DISTANCE OF 184.83 (184.82 R&O) FEET;
TO THE POINT OF BEGINNING

CONTAINING A CALCULATED AREA OF 7.18 ACRES.

TOGETHER WITH

A PARCEL OF LAND BEING A PORTION OF THE NW ¼ OF THE SW ¼ OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF DILLON DRIVE AND THE SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET FROM WHICH THE W ¼ CORNER OF SAID SECTION 18 BEARS N 85°59'52" W, (BEARING BASED ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18 FROM THE NORTH RIGHT OF WAY ON COLORADO STATE HIGHWAY NO. 47 MONUMENTED WITH A 3 1/4 INCH ALUMINUM CDOT RIGHT OF WAY MARKER PLS NO. 30107 TO THE W ¼ CORNER OF SAID SECTION 18 MONUMENTED WITH A CONCRETE MONUMENT WITH A LEAD PLUG AND BRASS TACK IN A CAST IRON MONUMENT BOX ASSUMED TO BEAR N 01°34'40" W) A DISTANCE OF 322.88 FEET: THENCE SOUTHERLY AND WESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE OF DILLON DRIVE AND THE NORTHERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO. 47 AS DESCRIBED IN THAT "RULE AND ORDER" (R&O) CASE NO. 97-CV-538, DIVISION D, DISTRICT COURT, PUEBLO COUNTY, COLORADO AND FILED FOR RECORD JULY 6, 1999 AT RECEPTION NUMBER 1287660 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER THE FOLLOWING SEVEN (7) COURSES;

1. S 04°09'50" E (S 04°09'33" E R&O), A DISTANCE OF 133.97 (133.90 R&O) FEET;
2. S 00°20'04" W (S 00°20'27" W R&O), A DISTANCE OF 358.23 FEET;

3. S 05°09'42" E (S 05°15'27" E R&O), A DISTANCE OF 82.20 (82.09 R&O) FEET;
4. S 44°07'09" W (S 44°09'41" W R&O), A DISTANCE OF 125.14 (125.34 R&O) FEET;
5. N 84°13'12" W (N 84°15'53" W R&O), A DISTANCE OF 65.20 (65.05 R&O) FEET;
6. S 36°27'01" W (S 36°28'48" W R&O), A DISTANCE OF 31.35 FEET;
7. N 81°37'45" W, A DISTANCE OF 149.27 FEET; TO A POINT ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18; THENCE N 01°34'40" W, ALONG SAID WEST

LINE, A DISTANCE OF 270.07 FEET; THENCE N 88°59'28" E, A DISTANCE OF 207.17 FEET; THENCE N 02°38'18" W, A DISTANCE OF 388.22 FEET TO A POINT ON THE SAID SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET; THENCE S 89°33'10" E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 121.44 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 3.01 ACRES.

TOGETHER WITH

A PARCEL OF LAND BEING A PORTION OF THE NW ¼ OF THE SW ¼ OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET AND THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18 FROM WHICH THE W ¼ CORNER OF SAID SECTION 18 BEARS N 01°34'40" W, (BEARING BASED ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18 FROM THE NORTH RIGHT OF WAY ON COLORADO STATE HIGHWAY NO. 47 MONUMENTED WITH A 3 1/4 INCH ALUMINUM CDOT RIGHT OF WAY MARKER PLS NO. 30107 TO THE W ¼ CORNER OF

SAID SECTION 18 MONUMENTED WITH A CONCRETE MONUMENT WITH A LEAD PLUG AND BRASS TACK IN A CAST IRON MONUMENT BOX ASSUMED TO BEAR N 01°34'40" W) A DISTANCE OF 22.04 FEET; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY

LINE OF 40TH STREET THE FOLLOWING TWO (2) COURSES;

1. N 88°02'36" E, A DISTANCE OF 48.64 FEET;
2. S 89°32'26" E, A DISTANCE OF 151.43 FEET;

THENCE S 02°38'18" E, A DISTANCE OF 388.22 FEET; THENCE S 88°59'28"W, A DISTANCE OF 207.17 FEET TO A POINT ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18; THENCE N 01°34'40" W ALONG SAID WEST LINE, A DISTANCE OF 391.15 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1.82 ACRES.

attached hereto, is hereby approved. All dedicated streets, utility and drainage easements, rights-of-way and land set aside for public sites, parks and open spaces shown and dedicated on said plat are hereby accepted for public use.

SECTION 2.

The acceptance of such dedicated streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces by the City does not obligate the City to maintain or repair same until such streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces have been constructed and installed in compliance and in accordance with the requirements and provisions of Chapter 4, Title XII of the Pueblo Municipal Code, as amended and any agreement entered into pursuant thereto.

SECTION 3.

Neither the adoption of this Ordinance nor the requirements imposed hereby shall create any duty or obligation of any person, firm, corporation or other entity with regard to the enforcement or nonenforcement of this Ordinance or the City's Subdivision Ordinances and regulations. No person, firm, corporation or other entity shall have any private right of action, claim or demand against the City or its officers, employees or agents, for any injury, damage or liability arising out of or in any way connected with the adoption, enforcement, or nonenforcement of this Ordinance or the Subdivision Ordinance and Regulations of the City, or the engineering, surveying, drainage improvement or other work or improvements required thereby. Nothing in this Ordinance or in the City's subdivision Ordinances and regulations shall create or be construed to create any claim, demand or liability against the City or its officers, employees or agents, or to waive any of the immunities, limitations on liability, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et seq. Colorado Revised Statutes, or to waive any immunities or limitations on liability otherwise available to the City or its officers, employees or agents.

SECTION 4.

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

SECTION 5.

This Ordinance shall be approved upon final passage but shall not become effective until: (a) all information, documents, drawings, profiles, and plat required by Chapter 4 of Title XII of the Pueblo Municipal Code meeting and complying with the subdivision requirements of the City with such modifications, if any, approved by City Council, have been filed with and approved by the Director of Public Works, and (b) the final subdivision plat is recorded in the office of the Pueblo County Clerk and Recorder. If any such filings and approvals have been deferred pursuant to Section 12-4-5(b)(2) of the Pueblo Municipal Code and are not for any reason filed and approved within one (1) year after final passage of this Ordinance, or within any extended period granted by Resolution of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the Subdivider. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

SECTION 6.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

Approved on _____.

Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

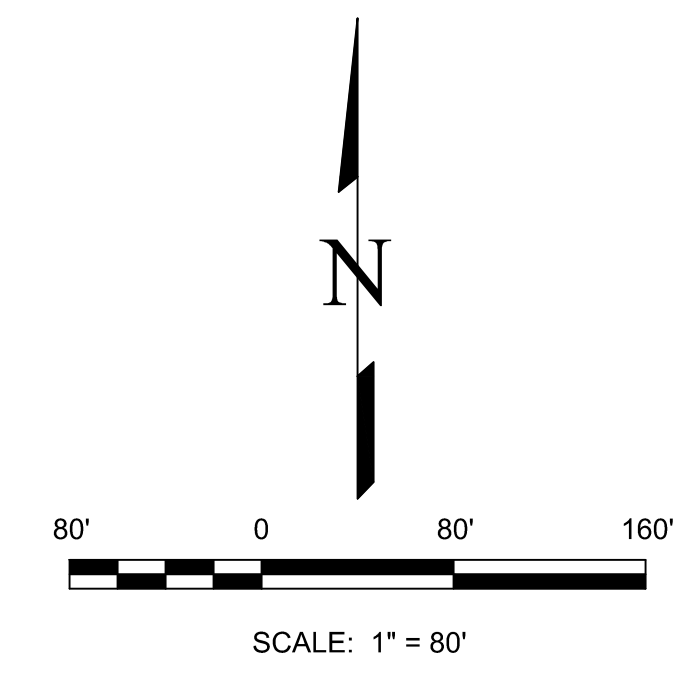
President of City Council

ATTEST

City Clerk

DILLON NORTH SUBDIVISION

A PORTION OF THE WEST HALF OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST,
AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST,
OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO



LINE TABLE		
NO.	LENGTH	BEARING
L1	60.01'	N00°25'23"W
L2	118.16'	S66°28'45"E
L3	64.09'	S65°51'46"E
L4	48.36'	S26°24'11"W
L5	70.19'	S89°39'22"W
L6	50.97'	S45°32'06"W
L7	140.34'	S79°39'15"W
L8	111.94'	N00°28'46"E
L9	51.22'	S70°54'18"W
L10	58.12'	N61°25'24"W
L11	43.58'	N71°13'02"W
L12	40.82'	N61°58'57"W
L13	82.26'	N28°28'24"W
L14	120.59'	S89°30'34"E
L15	48.64'	N88°02'36"E
L16	151.43'	S89°32'26"E
L17	121.44'	S89°31'10"E
L18	82.20'	S05°09'42"E
L19	65.20'	N84°13'12"W
L20	31.35'	S38°27'01"W

- LEGEND:**
- 1 FOUND NO.5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED "PLS NO. 30107"
 - 2 FOUND NO.5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED "JR ENG LTD RLS 31161"
 - 3 FOUND NO.5 REBAR WITH ILLEGIBLE 1-1/2" ALUMINUM CAP
 - 4 FOUND NO.5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED "MATRIX PLS 34977"
 - 5 FOUND ALUMINUM ROD WITH 3-1/2" ALUMINUM CDOT R.O.W. CAP STAMPED "PLS NO. 30107"
 - 6 FOUND NO. 5 REBAR
 - 7 FOUND AXLE IN MONUMENT BOX
 - 8 FOUND CONCRETE MONUMENT WITH LEAD PLUG AND BRASS TACK IN MONUMENT BOX (SEE PLAT NOTE 3, ON SHEET 1 OF 5)
 - 9 FOUND NO. 5 REBAR WITH BLUE PLASTIC CAP STAMPED "PLS 38880"
 - 10 FOUND NO. 4 REBAR
 - 11 SET NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED "EDWARD-JAMES PLS 38042"
- (F) MONUMENT FLUSH WITH GROUND
(0.2AG) DISTANCE IN FEET MONUMENT ABOVE GROUND
(0.2BG) DISTANCE IN FEET MONUMENT BELOW GROUND
* AREA IS NOT PART OF THIS SUBDIVISION
--- ADJACENT PROPERTY LOT LINE
--- PROPERTY BOUNDARY LINE
--- EASEMENT LINE
--- BOUNDARY TIE
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCING
N.V.A. NO VEHICULAR ACCESS
(R) RADIAL BEARING

NOTICE
LOTS THAT CONTAIN THIS SYMBOL (S) ARE SERVICED BY SHALLOW SANITARY SEWER SERVICE LINES WHICH MAY NOT ALLOW GRAVITY SERVICE TO BASEMENTS.

GPS NOTES:

- DISTANCES SHOWN HEREON ARE GROUND DISTANCES. THE COORDINATES PROVIDED IN THE TABLE BELOW ARE COLORADO STATE PLANE 1983 SOUTH ZONE ON THE NORTH AMERICAN DATUM OF 1983. THE GROUND TO GRID CORRECTION FACTOR FOR THIS PLAT IS 0.999756700.
- EDWARD-JAMES SURVEYING, INC. USED NGS MONUMENT WITH A DESIGNATION OF B4 AND A PID OF JK0684 TO ESTABLISH THE COLORADO STATE PLANE COORDINATES FOR THIS PLAT. REFER TO THE BASIS OF BEARINGS ON SHEET 1 OF THIS PLAT FOR THE ACTUAL MONUMENTS HELD FOR THE BOUNDARY.

NAD 83 COLORADO STATE PLANE SOUTH		
POINT NO.	NORTHING	EASTING
101	1599484.36	3255379.52
102	1599894.08	3255531.96
103	1600651.22	3255861.88
104	1600233.63	3256841.50
105	1598806.32	3256839.49
106	1598750.15	3255863.99
107	1599410.96	3255845.79

REVISIONS

NO.	DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.
926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206
4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247

DILLON NORTH SUBDIVISION SUBDIVISION PLAT

A PORTION OF THE WEST HALF OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST,
AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH,
RANGE 65 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO

DRAWN BY **JWT**
CHECKED BY **ERF**

H-SCALE **1" = 80'**

JOB NO. **4111-00**
DATE CREATED **8-31-22**
DATE ISSUED **3-25-25**
SHEET NO **2** OF **5**

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday March 12, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Brett Boston, Alexandra Aznar, Lisa Bailey, and Cheryl Spinuzzi.

Commissioners Absent: One Commission Seat Vacant

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner, Hannah Prinzi, Planner, Cindy Capritta, Land Use Tech

Staff Members Absent: None

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

Motion Passed: 6-0

Public Hearings:

4. S-23-08 Dillon North Subdivision, a Special Area Plan, subdivision of 33.85 acres into commercial lots, industrial lots, and parcels for drainage, utilities, and future development. Generally located north of the Cesar Chavez Blvd. and Dillon Drive intersection. Staff Report by Beritt Odom, Principal Planner.

Hearing: Applicants Darlene Horn and Toni Acri remained 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 with conditions 1-4 be completed before forwarding to Council, seconded by Boston.

Motion Passed: 6-0



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: S-23-08 Dillon North Subdivision

DATE: March 31, 2025

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

I have received the mylars for the RPB for this subdivision which was required prior to city council scheduling.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

S-23-08

TO: City of Pueblo, Planning and Zoning Commission

FROM: Beritt Odom, Principal Planner

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

DATE: March 12, 2025

SUBJECT: Dillon North Subdivision

APPLICANT: Avik Amin, AKN Enterprises LLC
Ron Childress, Dillon Drive Assoc.

SURVEYOR: Edward Fisher, PLS, Edward James Surveying

ENGINEER: Darlene Horn, P.E., DK Horn Engineering and Design

PROPERTY OWNER: Same as Applicant

LOCATION: Generally located north of the Hwy 47/Cesar Chavez Blvd. and Dillon Drive intersection.

EXISTING ZONE: I-2, Industrial District

CONCURRENT REQUESTS: Z-23-11, Rezone 21.221 acres, included in the proposed Dillon North Subdivision from I-2, Industrial to B-3, Highway and Arterial Business District.

REQUEST:

The applicant is requesting to subdivide 33.858 acres into seven commercial lots, one industrial parcel, reserved for future development, and one parcel dedicated to drainage and detention.

BACKGROUND AND ANALYSIS:

The subject property is located north of Highway 47 or Cesar Chavez Blvd. and adjacent to the east and west sides of Dillon Drive as it extends north. The subdivision site is currently unimproved and has never been subdivided. The applicant is requesting to subdivide the land into two parcels and 11 lots to facilitate commercial development along the highway corridor. Access to the lots, located south of E. 40th Street, will be taken from E. 40th Street. Access easements are proposed to run south through the proposed southern lots, providing legal access to each lot/development site. The three lots located north of E. 40th Street will also take access from E. 40th Street and an internal access easement. No access will be provided from Dillon Drive or Highway 47 (Cesar Chavez Blvd.). The subdivision also includes two parcels; Parcel A is reserved for future subdivision and development. Parcel B is reserved for drainage and detention. All the proposed lots and Parcel B will be rezoned to B-3, Highway and Arterial Business District; Parcel A will remain an I-2 zoning.

APPLICABLE REGULATIONS:

Sec. 12-4-6(b)(1) through (3) concerning the necessary information and supporting documents to be submitted for review and required drawing to be recorded; and Sec. 12-4-7 concerning the minimum standards for all subdivisions.

RECOMMENDED MOTION: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	None
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, March 5, 2025.
Plat Deficiencies:	None
Conditions of Approval (all conditions must be addressed prior to City Council review):	<ol style="list-style-type: none"> 1. Public Works: amend the Subdivision and Supplemental Map according to Public Works’ (Joe Martellaro’s) red lined plats: <ol style="list-style-type: none"> a. JM Comments - DILLON_NORTH_SUBDIVISION_PLAT_REVISIED_02-12-2025_Thu_Feb_13_2025_12-03-26 b. JM Comments - DILLON_NORTH_SUBDIVISION_SUPPLEMENTAL_MAP_REVISIED_2-12-2025_Thu_Feb_13_2025_12-05-11 2. Stormwater: "Submit a Stormwater Facility Maintenance Agreement (SFMA) for each pond: <ol style="list-style-type: none"> a. The legal description for these should describe all lots that drain to the pond. b. Submit "Acknowledgement and Performance Obligation (BOA)" with each SFMA. Reach out to me for this form." 3. Planning: <ol style="list-style-type: none"> a. amend the Subdivision Plat to label and dedicate all access easements as "Public Access Easements." b. amend Parcel A description and dedication to state that it is "non-buildable and reserved for future development." 4. GIS: Revise subdivision and supplemental plats to reflect E. 40th Street, memo from Debi Romines, February 14, 2025

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

Site Character:

- The site is currently unimproved graded land.

Neighborhood Compatibility:

- | | |
|-------|--|
| North | I-2, Unimproved land
B-3, Walmart |
| East | S-3, Fountain Creek |
| South | B-4, Pueblo Mall |
| West | I-2, Single Family residences, Colorado Tire, possible salvage uses. |

Comprehensive Plan Compliance:

The area to be subdivided is designated as Mixed-Use Activity Center by the “Pueblo Regional Comprehensive Plan, 2022.” According to the Comprehensive Plan, Mixed-Use Activity Centers primarily consist of retail, office, and multifamily residential uses. The intent of Mixed-Use Activity Center designation is to provide opportunities for the redevelopment and reactivation of malls, large format retail, and other commercial centers into compact mixed-use neighborhoods that serve as community and regional destinations.

The proposed subdivision will create commercial lots intended for development that houses retail and services uses along a highly visible highway corridor; therefore, conforming to the intent of the regional comprehensive plan.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

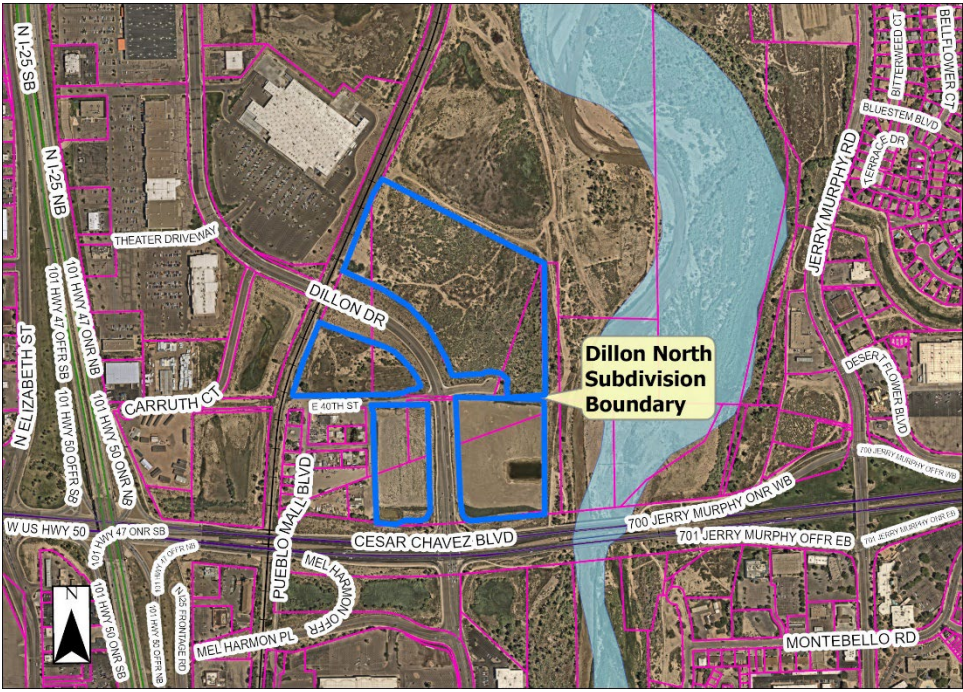
- All lots exceed the 5,000 square foot minimum lot area for the B-3, Highway Commercial Zone District. All lots have frontage on a public right of way and have access via access easements.

REFERRAL AGENCIES AND COMMENTS:

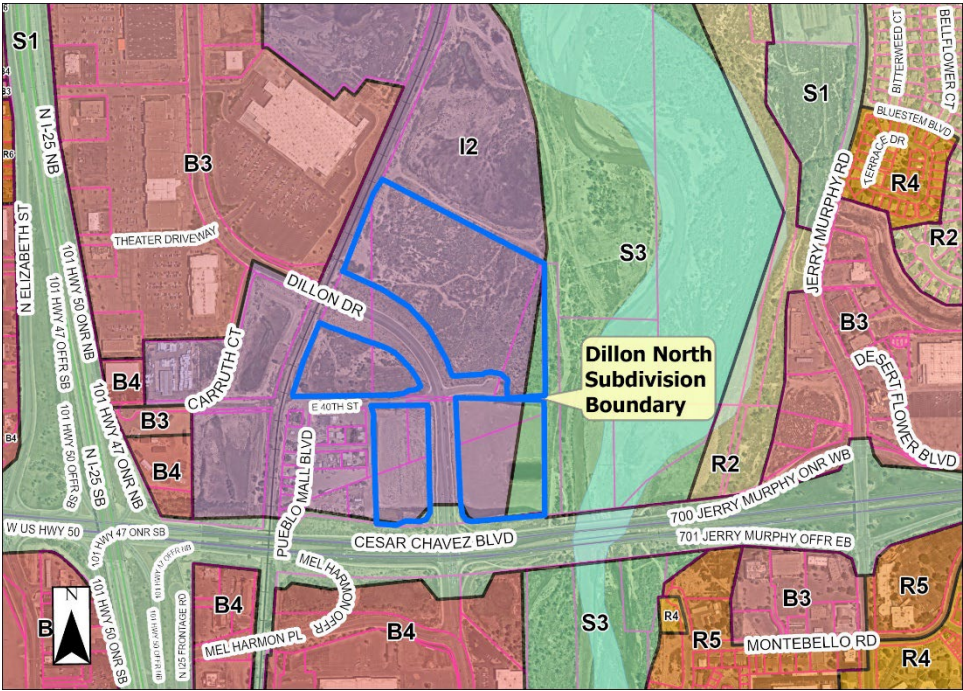
- City Public Works: Comments addressed in conditions for approval
- City Transportation: No comment
- Pueblo Regional Building Department: No comment
- City Fire Department: No comment
- Pueblo Board of Water Works: No comment
- City Wastewater: No comment
- City Stormwater: No comment
- City Parks and Recreation Department: No comment
- City GIS: Comments addressed in conditions for approval
- Xcel Energy: No comment
- Black Hills Energy: No comment
- CDOT: No comment
- Pueblo Board of Water Works: No comment

ATTACHMENTS:

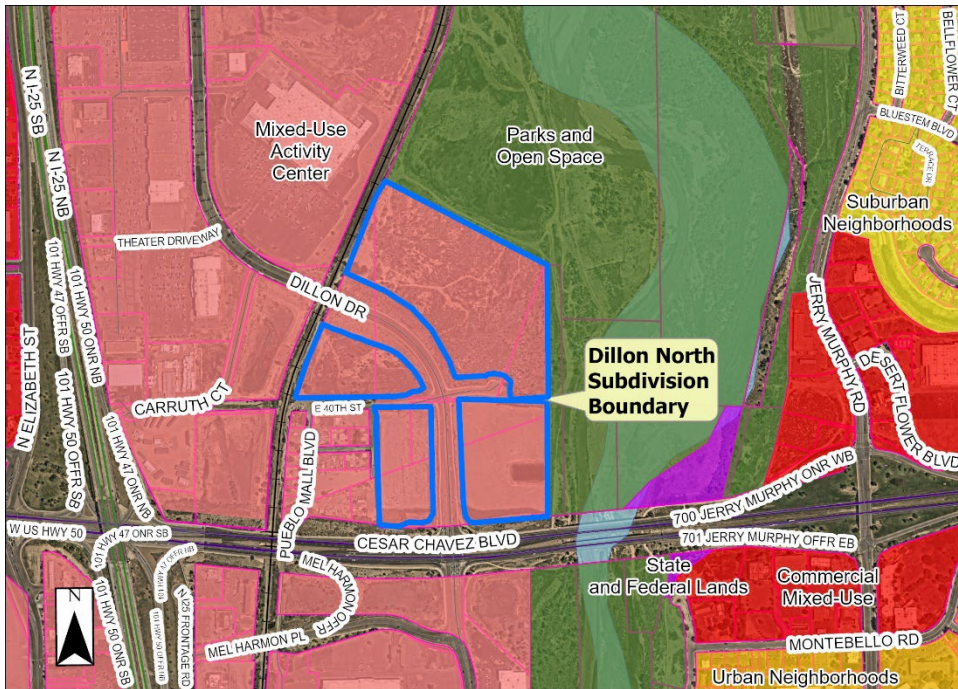
- A. Aerial Photograph
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photographs
- E. SRC Memo, March 5, 2025
- E. Subdivision



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan

Attachment D. Site Photos



Dillon North Subdivision, looking east from Dillon Dr.



Dillon North Subdivision, looking west from Dillon Dr.

Andrew Hayes
 Director Public Works
 Director
 Transportation Department
Steven Meier
 Director Parks & Recreation



Scott Hobson
 Acting Director Planning &
 Community Development
 Executive Secretary of
 Planning & Zoning
 Commission

MEMORANDUM

To: Planning and Zoning Commission
From: Subdivision Review Committee
Date: March 5, 2025
Subject: S-23-08 Dillon North Subdivision

S-23-08

The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the Dillon North Subdivision be APPROVED with the following noted:

Requests for Modifications to Requirements:	None
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, March 5, 2025.
Plat Deficiencies:	None
Conditions of Approval (all conditions must be addressed prior to City Council review):	<ol style="list-style-type: none"> 1. Public Works: amend the Subdivision and Supplemental Map according to Public Work’s (Joe Martellaro’s) red lined plats: <ol style="list-style-type: none"> a. JM Comments - DILLON_NORTH_SUBDIVISION_PLAT_REVISIED_02-12-2025_Thu_Feb_13_2025_12-03-26 b. JM Comments - DILLON_NORTH_SUBDIVISION_SUPPLEMENTAL_MAP_REVISIED_2-12-2025_Thu_Feb_13_2025_12-05-11 2. Stormwater: Submit a Stormwater Facility Maintenance Agreement (SFMA) for each pond: <ol style="list-style-type: none"> a. The legal description for these should describe all lots that drain to the pond. b. Submit "Acknowledgement and Performance Obligation (BOA)" with each SFMA. Reach out to me for this form." 3. Planning: <ol style="list-style-type: none"> a. amend the Subdivision Plat to label and dedicate all access easements as “Public Access Easements.” b. amend Parcel A description and dedication to state that it is “non-buildable and reserved for future development.” 4. GIS: Revise subdivision and supplemental plats to reflect E. 40th Street, memo from Debi Romines, February 14, 2025

DILLON NORTH SUBDIVISION

A PORTION OF THE WEST HALF OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST, AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST, OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT AKN ENTERPRISE, LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE SOLE OWNER OF THE FOLLOWING PROPERTY:

BASIS OF BEARINGS: THE COURSE ON THE WEST BOUNDARY LINE OF PARCEL C AND PARCEL B, AS SHOWN ON THE ALTA SURVEY DEPOSITED UNDER 25-06-32 RECORDS OF THE COUNTY OF PUEBLO, STATE OF COLORADO, BEING MONUMENTED AT NORTHERLY END, BEING THE NORTHWEST CORNER OF SAID PARCEL C, BY A NO. 5 REBAR AND 1-1/2" ALUMINUM CAP STAMPED "PLS NO. 30107" AND AT THE SOUTHERLY END, BEING THE SOUTHWEST CORNER OF SAID PARCEL B, BEING MONUMENTED BY A 3-1/2" ALUMINUM CDOT RIGHT-OF-WAY MARKER ON AN ALUMINUM ROD STAMPED "PLS NO. 30107", ASSUMED TO BEAR S01°34'40"E A DISTANCE OF 661.22 FEET.

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT MARKED BY AN AXLE IN A RANGE BOX; THENCE S89°31'31"E A DISTANCE OF 792.29 FEET TO A POINT ON THE RIGHT-OF-WAY LINE OF 40TH STREET, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES:

1. N00°28'46"E A DISTANCE OF 111.94 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 109°34'28", A RADIUS OF 96.78 FEET, A DISTANCE OF 185.09 FEET TO A POINT OF TANGENT;
3. S70°54'18"W A DISTANCE OF 51.22 FEET;
4. S89°46'48"W A DISTANCE OF 147.64 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF DILLON DRIVE;

THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:

1. N28°25'24"W A DISTANCE OF 147.64 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 35°00'00", A RADIUS OF 856.30 FEET, A DISTANCE OF 523.08 FEET TO A POINT OF TANGENT;
3. N61°25'24"W A DISTANCE OF 58.12 FEET;
4. N63°53'34"W A DISTANCE OF 137.90 FEET;
5. N71°13'02"W A DISTANCE OF 43.58 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE RAILROAD;

THENCE N23°32'41"E ON SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 468.55 FEET; THENCE S66°54'44"E A DISTANCE OF 1,065.17 FEET TO THE NORTHWEST CORNER OF THE DEED RECORDED IN BOOK 1842 AT PAGE 897 IN THE RECORDS OF COUNTY OF PUEBLO, STATE OF COLORADO; THENCE S00°25'23"E ON SAID WESTERLY BOUNDARY LINE A DISTANCE OF 806.29 FEET; THENCE N89°30'34"W ON SAID SOUTH LINE A DISTANCE OF 210.38 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 750,553 SQUARE FEET OR 17.230 ACRES.

TOGETHER WITH

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT POINT MARKED BY AN AXLE IN A RANGE BOX AT THE EAST QUARTER CORNER OF SECTION 13, SAID POINT BEING THE POINT OF BEGINNING; THENCE N00°25'23"W, ON THE EAST LINE OF SAID SECTION 13 A DISTANCE OF 60.01 FEET; THENCE S88°34'38"W, PARALLEL TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 13, A DISTANCE OF 465.35 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE RAILROAD, SAID POINT BEING A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS S75°47'26"E, HAVING A DELTA OF 09°20'07", A RADIUS OF 1,306.25 FEET A DISTANCE OF 294.30 FEET TO A POINT OF TANGENT; THENCE CONTINUING ON SAID RIGHT-OF-WAY N23°32'41"E A DISTANCE OF 143.82 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF DILLON DRIVE; THENCE ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF DILLON DRIVE, AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF 40TH STREET, THE FOLLOWING EIGHT (8) COURSES:

1. S68°26'45"E A DISTANCE OF 118.16 FEET;
2. S73°31'50"E A DISTANCE OF 210.80 FEET;
3. S65°51'46"E A DISTANCE OF 64.09 FEET TO A POINT OF CURVE;
4. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 39°01'16", A RADIUS OF 426.14 FEET, A DISTANCE OF 290.22 FEET;
5. S28°21'11"W A DISTANCE OF 46.38 FEET;
6. S69°39'22"W A DISTANCE OF 70.19 FEET;
7. S45°32'06"W A DISTANCE OF 50.97 FEET;
8. S79°39'15"W A DISTANCE OF 140.34 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 201,177 SQUARE FEET OR 4.618 ACRES.

TOGETHER WITH

A PARCEL OF LAND BEING A PORTION OF THE NW ¼ OF THE SW ¼ OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF DILLON DRIVE AND THE SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET FROM WHICH THE W ¼ CORNER OF SAID SECTION 18 BEARS N 89°10'34" W, (BEARING BASED ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18 FROM THE NORTH RIGHT OF WAY ON COLORADO STATE HIGHWAY NO. 47 MONUMENTED WITH A 3 1/4 INCH ALUMINUM CDOT RIGHT OF WAY MARKER PLS NO. 30107 TO THE W ¼ CORNER OF SAID SECTION 18 MONUMENTED WITH A CONCRETE MONUMENT WITH A LEAD PLUG AND BRASS TACK IN A CAST IRON MONUMENT BOX ASSUMED TO BEAR N 01°34'40" W), A DISTANCE OF 490.98 FEET; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET AND 40TH STREET EXTENDED THE FOLLOWING TWO (2) COURSES:

1. N 88°35'16" E, A DISTANCE OF 180.70 FEET;
2. S 89°30'34" E, A DISTANCE OF 318.48 FEET;

THENCE S 00°26'01" E, A DISTANCE OF 621.50 FEET TO A POINT ON THE NORTHERLY LINE OF COLORADO STATE HIGHWAY NO. 47 AS DESCRIBED IN THAT "RULE AND ORDER" (R&O) CASE NO. 97-CV-538, DIVISION D, DISTRICT COURT, PUEBLO COUNTY, COLORADO AND FILED FOR RECORD JULY 6, 1999 AT RECEPTION NUMBER 1287660 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER; THENCE WESTERLY AND NORTHERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO. 47 AND SAID EASTERLY RIGHT OF WAY LINE OF DILLON DRIVE THE FOLLOWING SIX (6) COURSES:

1. S 83°44'03" W (S 83°44'53" W R&O), A DISTANCE OF 405.72 (405.69 R&O) FEET;
2. N 61°58'57" W (N 62°02'10" W R&O), A DISTANCE OF 40.82 (40.67 R&O) FEET;
3. N 28°28'24" W (N 28°27'56" W R&O), A DISTANCE OF 62.28 (62.28 R&O) FEET;
4. N 02°07'45" W (N 02°07'18" W R&O), A DISTANCE OF 200.09 (200.15 R&O) FEET;
5. N 04°40'40" W (N 04°40'31" W R&O), A DISTANCE OF 187.15 (187.09 R&O) FEET;
6. N 01°31'50" W (N 01°31'05" W R&O), A DISTANCE OF 184.83 (184.82 R&O) FEET; TO THE POINT OF BEGINNING

CONTAINING A CALCULATED AREA OF 7.18 ACRES.

TOGETHER WITH

A PARCEL OF LAND BEING A PORTION OF THE NW ¼ OF THE SW ¼ OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF DILLON DRIVE AND THE SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET FROM WHICH THE W ¼ CORNER OF SAID SECTION 18 BEARS N 89°59'50" W, (BEARING BASED ON THE WEST LINE OF THE NW ¼ OF SAID SECTION 18 FROM THE NORTH RIGHT OF WAY ON COLORADO STATE HIGHWAY NO. 47 MONUMENTED WITH A 3 1/4 INCH ALUMINUM CDOT RIGHT OF WAY MARKER PLS NO. 30107 TO THE W ¼ CORNER OF SAID SECTION 18 MONUMENTED WITH A CONCRETE MONUMENT WITH A LEAD PLUG AND BRASS TACK IN A CAST IRON MONUMENT BOX ASSUMED TO BEAR N 01°34'40" W) A DISTANCE OF 322.88 FEET; THENCE SOUTHERLY AND WESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE OF DILLON DRIVE AND THE NORTHERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO. 47 AS DESCRIBED IN THAT "RULE AND ORDER" (R&O) CASE NO. 97-CV-538, DIVISION D, DISTRICT COURT, PUEBLO COUNTY, COLORADO AND FILED FOR RECORD JULY 6, 1999 AT RECEPTION NUMBER 1287660 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER THE FOLLOWING SEVEN (7) COURSES:

1. S 04°09'50" E (S 04°09'33" E R&O), A DISTANCE OF 133.97 (133.90 R&O) FEET;
2. S 00°20'04" W (S 00°20'27" W R&O), A DISTANCE OF 358.23 FEET;
3. S 05°09'42" E (S 05°19'27" E R&O), A DISTANCE OF 82.20 (82.09 R&O) FEET;
4. S 44°07'09" W (S 44°09'41" W R&O), A DISTANCE OF 125.14 (125.34 R&O) FEET;
5. N 84°13'12" W (N 84°15'53" W R&O), A DISTANCE OF 65.20 (65.05 R&O) FEET;
6. S 36°27'01" W (S 36°28'48" W R&O), A DISTANCE OF 31.35 FEET;
7. N 81°37'45" W, A DISTANCE OF 149.27 FEET;

TO A POINT ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18; THENCE N 01°34'40" W, ALONG SAID WEST LINE, A DISTANCE OF 270.07 FEET; THENCE N 88°59'28" E, A DISTANCE OF 207.17 FEET; THENCE N 02°38'18" W, A DISTANCE OF 388.22 FEET TO A POINT ON THE SAID SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET; THENCE S 89°33'10" E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 121.44 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 3.01 ACRES.

TOGETHER WITH

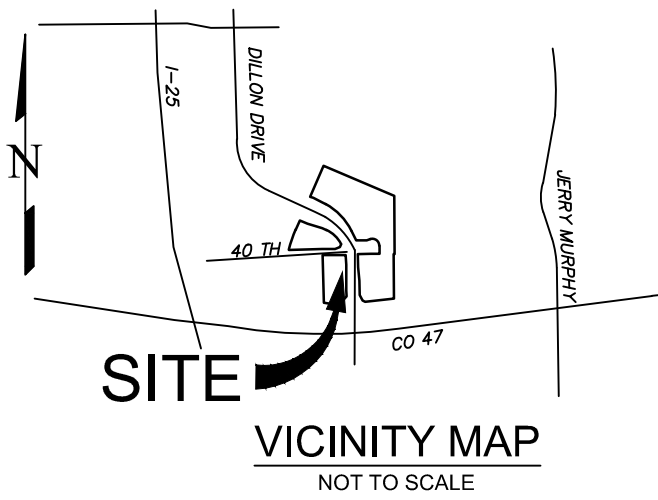
A PARCEL OF LAND BEING A PORTION OF THE NW ¼ OF THE SW ¼ OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET AND THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18 FROM WHICH THE W ¼ CORNER OF SAID SECTION 18 BEARS N 01°34'40" W, (BEARING BASED ON THE WEST LINE OF THE NW ¼ OF SAID SECTION 18 FROM THE NORTH RIGHT OF WAY ON COLORADO STATE HIGHWAY NO. 47 MONUMENTED WITH A 3 1/4 INCH ALUMINUM CDOT RIGHT OF WAY MARKER PLS NO. 30107 TO THE W ¼ CORNER OF SAID SECTION 18 MONUMENTED WITH A CONCRETE MONUMENT WITH A LEAD PLUG AND BRASS TACK IN A CAST IRON MONUMENT BOX ASSUMED TO BEAR N 01°34'40" W) A DISTANCE OF 22.04 FEET; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET THE FOLLOWING TWO (2) COURSES:

1. N 88°02'36" E, A DISTANCE OF 48.64 FEET;
2. S 89°32'26" E, A DISTANCE OF 151.43 FEET;

THENCE S 02°38'18" E, A DISTANCE OF 388.22 FEET; THENCE S 88°59'28" W, A DISTANCE OF 207.17 FEET TO A POINT ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18; THENCE N 01°34'40" W ALONG SAID WEST LINE, A DISTANCE OF 391.15 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1.82 ACRES.



HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO BLOCKS, LOTS, RIGHTS-OF-WAY, PARCELS, AND EASEMENTS, AND THE SAME TO BE NUMBERED, PLATTED, SUBDIVIDED, DIMENSIONED AND NAMED AS SHOWN ON THE ANNEXED PLAT FOR THE PURPOSE OF CREATING A SUBDIVISION TO BE KNOWN AS "DILLON NORTH SUBDIVISION".

STREETS, CURBS & GUTTERS, AND SIDEWALKS LOCATED WITHIN INGRESS/EGRESS OR PUBLIC ACCESS EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY A CORPORATION OR ASSOCIATION COMPRISED OF THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION, SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION OF COVENANTS REFERENCED HEREON.

LOTS 1-5, INCLUSIVE; BLOCK 2, AND LOTS 1-3, INCLUSIVE; AND PARCEL B, BLOCK 3, DILLON NORTH SUBDIVISION, SHOWN ON THIS PLAT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS DEFINED AND DESCRIBED IN THE DECLARATION OF COVENANTS DATED _____ AND RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

WITH THE EXCEPTION OF THE PRIVATE UTILITY EASEMENT LOCATED WITHIN LOT 2, BLOCK 3, DILLON NORTH SUBDIVISION, ALL EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE CITY FOR THE PERPETUAL USE OF THE PUBLIC. WITH RESPECT TO ALL EASEMENTS FOR CITY UTILITIES INCLUDING BUT NOT LIMITED TO SANITARY AND STORMWATER SERVICES AND WHETHER DESIGNATED AS A DRAINAGE EASEMENT, PUBLIC UTILITY EASEMENT OR OTHERWISE HEREON, THE CITY OF PUEBLO SHALL HAVE THE RIGHT, WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE CONSENT OR PERMISSION OF ANYONE, TO REMOVE ANY BUILDING, FENCE, TREE, STREET OR OTHER IMPROVEMENT OR GROWTH LOCATED UPON SUCH EASEMENT THAT MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, INSPECTION OR REMOVAL OF ALL OR ANY PARTS OF SAID CITY UTILITIES AND TO RECOVER THE COSTS THEREOF, PLUS AN ADMINISTRATIVE CHARGE OF 15% FROM THE OWNER(S) OF THE LOTS OR PARCELS UPON WHICH THE EASEMENTS ARE LOCATED.

UNLESS OTHERWISE NOTED, DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NOT THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR, OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FROM SAID OWNER(S). ALL DRAINAGE EASEMENTS SHALL BE FURTHER SUBJECT TO THE STORMWATER FACILITY MAINTENANCE AGREEMENTS DATED _____ AND FILED CONTEMPORANEOUSLY WITH THE ANNEXED PLAT.

THE CITY OF PUEBLO PUBLIC ACCESS EASEMENT SHOWN ON LOT 5, BLOCK 2 IS FOR THE SOLE PURPOSE OF PROVIDING ACCESS FOR THE CITY OF PUEBLO THROUGH SAID LOT 5 TO THE CITY OWNED PROPERTY.

PARCEL A, BLOCK 2 IS NON-BUILDABLE AND IS HEREBY RESERVED FOR FUTURE DEVELOPMENT.

THE DRAINAGE EASEMENT IN LOT 5, BLOCK 2 IS HEREBY RESERVED FOR DRAINAGE AND DETENTION TO BE MAINTAINED BY ALL OWNERS WITHIN LOTS 1, 2, 3, 4, AND 5, ALL IN BLOCK 2 OF THE SUBDIVISION, SUBJECT TO THE TERMS AND CONDITIONS OF THE STORMWATER FACILITY MAINTENANCE AGREEMENT REFERENCED HEREIN.

PARCEL B, BLOCK 3 IS HEREBY RESERVED FOR DRAINAGE AND DETENTION TO BE OWNED AND MAINTAINED BY ALL OWNERS WITHIN BLOCK 3 OF THE SUBDIVISION, SUBJECT TO THE TERMS AND CONDITIONS OF THE STORMWATER FACILITY MAINTENANCE AGREEMENT REFERENCED HEREIN. PARCEL B, BLOCK 3, IN ITS ENTIRETY, IS SUBJECT TO THE EASEMENTS SHOWN THEREON.

LOTS 1 AND 2, BLOCK 1, AND LOTS 6 AND 7, BLOCK 2 WILL REQUIRE AN ABBREVIATED DRAINAGE REPORT IN COMPLIANCE WITH THE APPROVED FINAL DRAINAGE REPORT AT TIME OF ANY COMMERCIAL SITE PLAN REVIEW. NO BUILDING PERMIT MAY ISSUE UNTIL THE ABBREVIATED DRAINAGE REPORT HAS BEEN APPROVED BY THE DIRECTOR OF PUBLIC WORKS AND ANY REQUIRED EASEMENT AND THE STORMWATER FACILITY MAINTENANCE AGREEMENT ARE RECORDED IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

PUBLIC ACCESS EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO AND BETWEEN ALL LOTS WITHIN THE BLOCK THE EASEMENTS ARE LOCATED. ACCESS EASEMENTS AND MAINTENANCE THEREOF ARE SUBJECT TO THE TERMS AND CONDITIONS DEFINED AND DESCRIBED IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DILLON NORTH SUBDIVISION.

SIGN EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO AND BETWEEN ALL LOTS WITHIN THE BLOCK THE EASEMENTS ARE LOCATED. SIGN EASEMENTS AND RESTRICTIONS THEREOF ARE SUBJECT TO THE TERMS AND CONDITIONS DEFINED AND DESCRIBED IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DILLON NORTH SUBDIVISION. OFF SITE MULTI-TENANT SIGNS REQUIRE PLANNING AND ZONING APPROVAL OF A MASTER SIGN PLAN BEFORE A SIGN CAN BE INSTALLED.

THE UNDERSIGNED OWNER HEREBY CONSENTS TO THE ACCESS RESTRICTIONS HEREON.

A FOREIGN ENVIRONMENTAL ASSESSMENT FOR THIS SUBDIVISION HAS NOT BEEN PERFORMED; HOWEVER, TO THE BEST OF THE UNDERSIGNED OWNER(S) KNOWLEDGE, INFORMATION, AND BELIEF, THERE ARE NO KNOWN HAZARDOUS SUBSTANCES PRESENT WITHIN THIS SUBDIVISION.

FLOODPLAIN DEDICATION:

ALL OR A PORTION OF THIS PROPERTY IS LOCATED WITHIN ZONE A (AREA LOCATED WITHIN THE 100-YEAR FLOODPLAIN, WITHOUT BASE FLOOD ELEVATIONS DETERMINED) AS ESTABLISHED BY FEMA PER FIRN PANEL 091010511D, EFFECTIVE DATE 08/15/2010. THE FOLLOWING LOTS WILL NOT BE ALLOWED BUILDING PERMITS WITHOUT A FLOODPLAIN DEVELOPMENT PERMIT: BLOCK 1 LOTS 1-2, BLOCK 2 LOTS 1-2, AND BLOCK 3 LOTS 1-3 UNTIL A FEMA APPROVED LOMR REMOVING THE PROPERTIES FROM THE 100-YEAR FLOODPLAIN IS RECEIVED BY THE REGIONAL FLOODPLAIN ADMINISTRATION AND THE BUILDING PERMIT IS AUTHORIZED UNDER CHAPTER 9 OF TITLE XVII, P.M.C.

IN WITNESS WHEREOF: THAT AKN ENTERPRISE, LLC, A COLORADO LIMITED LIABILITY COMPANY, BY AVIK AMIN, PRESIDENT, HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2025, A.D.

AKN ENTERPRISE, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY AVIK AMIN, PRESIDENT
STATE OF COLORADO)

JSS
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2025, A.D.
BY AVIK AMIN, PRESIDENT OF AKN ENTERPRISE, LLC

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

PLAT NOTES:

1. EDWARD-JAMES SURVEYING, INC. RELIED UPON TITLE COMMITMENT NO. 2155622-IO, PREPARED BY STEWART TITLE GUARANTY COMPANY, WITH A COMMITMENT DATE OF OCTOBER 9, 2023, AT 8:00 A.M. AND TITLE COMMITMENT NO. 2200461, PREPARED BY STEWART TITLE GUARANTY COMPANY, WITH A COMMITMENT DATE OF NOVEMBER 22, 2023, AT 8:00 A.M. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT-OF-WAY, OR TITLE OF RECORD.
2. ALL REFERENCES HEREON TO BOOKS, PAGES, MAPS AND RECEPTION NUMBERS ARE PUBLIC DOCUMENTS FILED IN THE RECORDS OF PUEBLO COUNTY, STATE OF COLORADO.
3. THE PLAT BOUNDARY IS BASED ON SEVERAL PARCELS AS DESCRIBED IN THE TITLE COMMITMENTS REFERENCED IN PLAT NOTE 1 ABOVE AND SHOWN IN THE DEDICATION STATEMENT HEREON. THE NORTHERN PARCELS'S REFERENCE COMMENCING AT A FOUND AXLE IN MONUMENT BOX AND THE SOUTHERN PARCELS REFERENCE COMMENCING AT A FOUND CONCRETE MONUMENT WITH LEAD PLUG AND BRASS TACK IN MONUMENT BOX, BOTH ARE SHOWN ON THIS PLAT. FOR CLARITY, EDWARD-JAMES SURVEYING, INC. HELD THE FOUND AXLE AS THE POINT OF BEGINNING FOR BLOCK 1 AND THE POINT OF COMMENCEMENT FOR BLOCKS 2 AND 3, AND PROVIDED BEARINGS AND DISTANCES TO THE POINT OF BEGINNING OF SAID BLOCKS 2 AND 3.
4. THE LINEAL UNIT OF MEASURE IS THE US SURVEY FOOT.

BASIS OF BEARINGS:

THE COURSE ON THE WEST BOUNDARY LINE OF PARCEL C AND PARCEL B, AS SHOWN ON THE ALTA SURVEY DEPOSITED UNDER 25-06-32 RECORDS OF THE COUNTY OF PUEBLO, STATE OF COLORADO, BEING MONUMENTED AT NORTHERLY END, BEING THE NORTHWEST CORNER OF SAID PARCEL C, BY A NO. 4 REBAR AND 1-1/2" ALUMINUM CAP STAMPED "PLS NO. 30107" AND AT THE SOUTHERLY END, BEING THE SOUTHWEST CORNER OF SAID PARCEL B, BEING MONUMENTED BY A 3-1/2" ALUMINUM CDOT RIGHT-OF-WAY MARKER ON AN ALUMINUM ROD STAMPED "PLS NO. 30107", ASSUMED TO BEAR S01°34'40"E A DISTANCE OF 661.22 FEET

NOTICE:

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO, DOES NOT CONSTITUTE AN ACCEPTANCE OF THE DEDICATED PUBLIC ROADS, PARKS, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH DEDICATED PUBLIC ROADS, PARK, AND OTHER PUBLIC IMPROVEMENTS MEET THE REQUIREMENTS, STANDARDS, AND SPECIFICATIONS OF THE CITY, ITS SUBDIVISION ORDINANCE, AND WHERE APPROPRIATE, ITS PARKS DEPARTMENT SPECIFICATIONS, AND SUCH ARE SPECIFICALLY APPROVED AND ACCEPTED IN WRITING BY THE CITY DIRECTOR OF PUBLIC WORKS AND WHERE APPLICABLE, THE CITY DIRECTOR OF PARKS AND RECREATION, THE MAINTENANCE, CONSTRUCTION AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING SAID DEDICATED PUBLIC ROADS, PARK AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNER(S) OF THE LAND WITHIN THIS SUBDIVISION. CITY DOES NOT ACCEPT ANY PRIVATE ROADS, EASEMENTS, OR FACILITIES THAT MAY BE DEDICATED HEREON, NOR SHALL THE CITY BE OBLIGATED TO MAINTAIN, CONSTRUCT OR REPAIR SUCH PRIVATE ROADS, EASEMENTS, AND FACILITIES.

PLANNING COMMISSION CERTIFICATION:

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

CHAIRPERSON PLANNING COMMISSION _____ DATE _____

APPROVAL FOR RECORDING:

APPROVED BY CITY COUNCIL OF PUEBLO, COLORADO BY ORDINANCE NO. _____

THIS IS TO CERTIFY THAT THE PLAT OF "DILLON NORTH SUBDIVISION" HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO..

CITY CLERK _____ DATE _____

IMPROVEMENTS CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. 4 OF SECTION 12-4-7(i)(1) AND WITH SECTION 12-4-5(b), OF THE 1971 CODE OF ORDINANCES, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

DIRECTOR OF PUBLIC WORKS _____ DATE _____

SURVEYOR'S STATEMENT:

I, EDWARD R. FISHER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS PLAT HAS BEEN PREPARED UNDER MY DIRECTION IN ACCORDANCE WITH THE COLORADO REVISED STATUTES, AS AMENDED, AND THAT THIS PLAT DOES ACCURATELY SHOW THE DESCRIBED TRACTS OF LAND AND THE SUBDIVISION THEREOF, AND THAT THE REQUIREMENTS OF TITLE 38 OF THE COLORADO REVISED STATUTES, 1973 AS AMENDED, HAVE BEEN MET TO THE BEST OF MY KNOWLEDGE AND BELIEF.

EDWARD R. FISHER, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 38042
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

NO.	REVISIONS	DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.

4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247

926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206

DILLON NORTH SUBDIVISION SUBDIVISION PLAT

A PORTION OF THE WEST HALF OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST, AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO

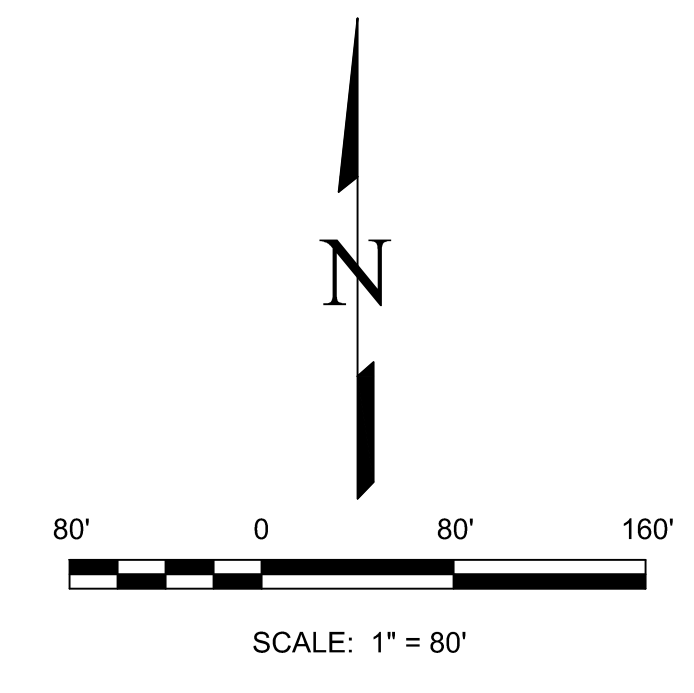
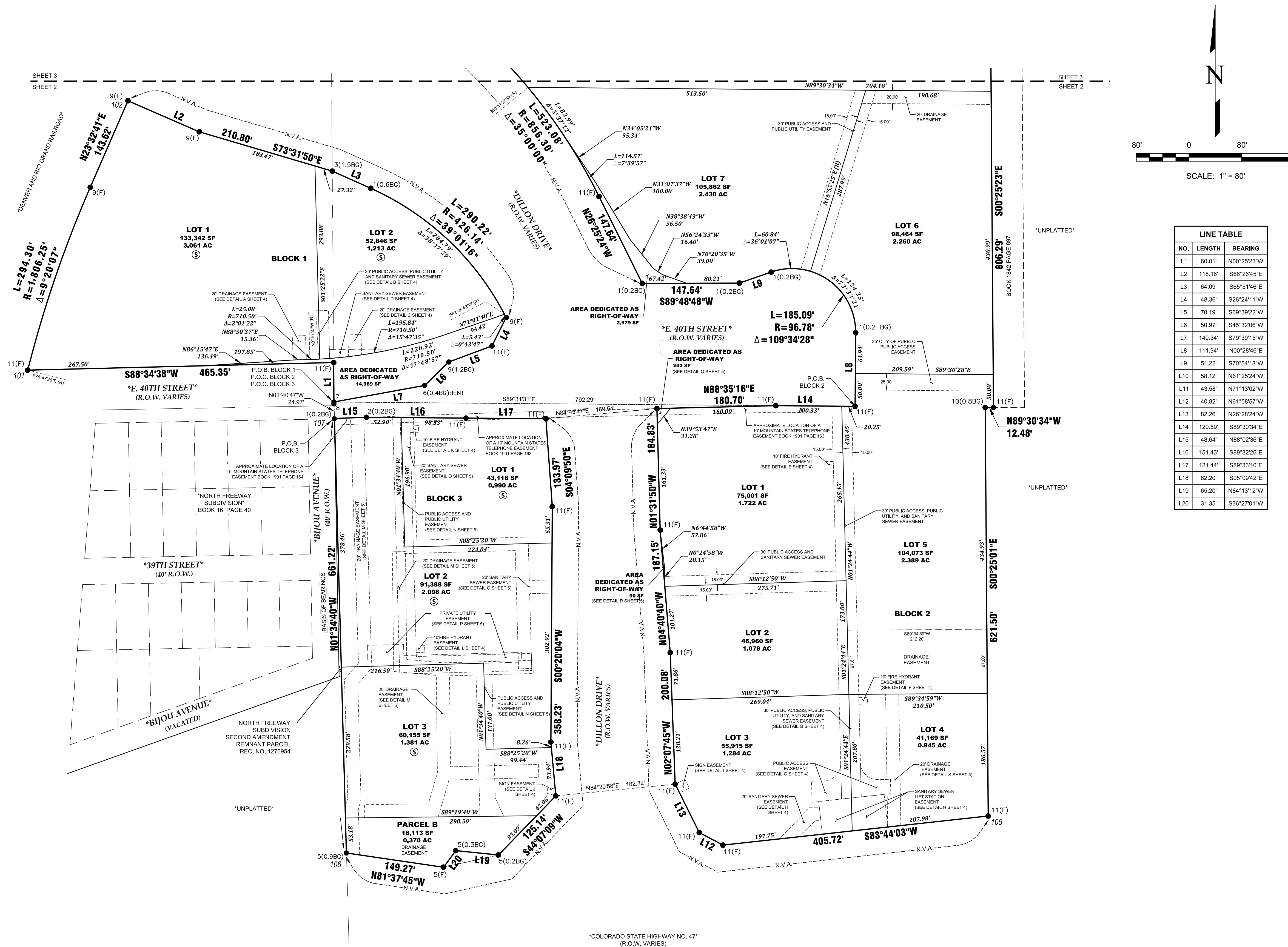
DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	N/A
JOB NO.	4111-00
DATE CREATED	8-31-22
DATE ISSUED	3-25-25
SHEET NO	1 OF 5

NOTICE:

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

DILLON NORTH SUBDIVISION

A PORTION OF THE WEST HALF OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST,
AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST,
OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO



LINE TABLE		
NO.	LENGTH	BEARING
L1	60.01'	N00°25'23"W
L2	118.16'	S66°28'45"E
L3	64.09'	S65°51'46"E
L4	48.36'	S26°24'11"W
L5	70.19'	S89°39'22"W
L6	50.97'	S45°32'06"W
L7	140.34'	S79°39'15"W
L8	111.94'	N00°28'46"E
L9	51.22'	S70°54'18"W
L10	58.12'	N61°25'24"W
L11	43.58'	N71°13'02"W
L12	40.82'	N61°58'57"W
L13	82.26'	N28°28'24"W
L14	120.59'	S89°30'34"E
L15	48.64'	N88°02'36"E
L16	151.43'	S89°32'26"E
L17	121.44'	S89°31'10"E
L18	82.20'	S05°09'42"E
L19	65.20'	N84°13'12"W
L20	31.35'	S38°27'01"W

- LEGEND:**
- 1 FOUND NO.5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED "PLS NO. 30107"
 - 2 FOUND NO.5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED "JR ENG LTD RLS 31161"
 - 3 FOUND NO.5 REBAR WITH ILLEGIBLE 1-1/2" ALUMINUM CAP
 - 4 FOUND NO.5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED "MATRIX PLS 34977"
 - 5 FOUND ALUMINUM ROD WITH 3-1/2" ALUMINUM CDOT R.O.W. CAP STAMPED "PLS NO. 30107"
 - 6 FOUND NO. 5 REBAR
 - 7 FOUND AXLE IN MONUMENT BOX
 - 8 FOUND CONCRETE MONUMENT WITH LEAD PLUG AND BRASS TACK IN MONUMENT BOX (SEE PLAT NOTE 3. ON SHEET 1 OF 5)
 - 9 FOUND NO. 5 REBAR WITH BLUE PLASTIC CAP STAMPED "PLS 38880"
 - 10 FOUND NO. 4 REBAR
 - 11 SET NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED "EDWARD-JAMES PLS 38042"
- (F) MONUMENT FLUSH WITH GROUND
(0.2AG) DISTANCE IN FEET MONUMENT ABOVE GROUND
(0.2BG) DISTANCE IN FEET MONUMENT BELOW GROUND
* AREA IS NOT PART OF THIS SUBDIVISION
--- ADJACENT PROPERTY LOT LINE
--- PROPERTY BOUNDARY LINE
--- EASEMENT LINE
--- BOUNDARY TIE
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCING
N.V.A. NO VEHICULAR ACCESS
(R) RADIAL BEARING

NOTICE
LOTS THAT CONTAIN THIS SYMBOL (S) ARE SERVICED BY SHALLOW SANITARY SEWER SERVICE LINES WHICH MAY NOT ALLOW GRAVITY SERVICE TO BASEMENTS.

GPS NOTES:

- DISTANCES SHOWN HEREON ARE GROUND DISTANCES. THE COORDINATES PROVIDED IN THE TABLE BELOW ARE COLORADO STATE PLANE 1983 SOUTH ZONE ON THE NORTH AMERICAN DATUM OF 1983. THE GROUND TO GRID CORRECTION FACTOR FOR THIS PLAT IS 0.999756700.
- EDWARD-JAMES SURVEYING, INC. USED NGS MONUMENT WITH A DESIGNATION OF B4 AND A PID OF JK0684 TO ESTABLISH THE COLORADO STATE PLANE COORDINATES FOR THIS PLAT. REFER TO THE BASIS OF BEARINGS ON SHEET 1 OF THIS PLAT FOR THE ACTUAL MONUMENTS HELD FOR THE BOUNDARY.

NAD 83 COLORADO STATE PLANE SOUTH		
POINT NO.	NORTHING	EASTING
101	1599484.36	3255379.52
102	1599894.08	3255531.96
103	1600651.22	3255861.88
104	1600233.63	3256841.50
105	1598806.32	3256839.49
106	1598750.15	3255863.99
107	1599410.96	3255845.79

NO.	REVISIONS	DATE

EDWARD-JAMES SURVEYING, INC.

926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206

4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247

DILLON NORTH SUBDIVISION SUBDIVISION PLAT

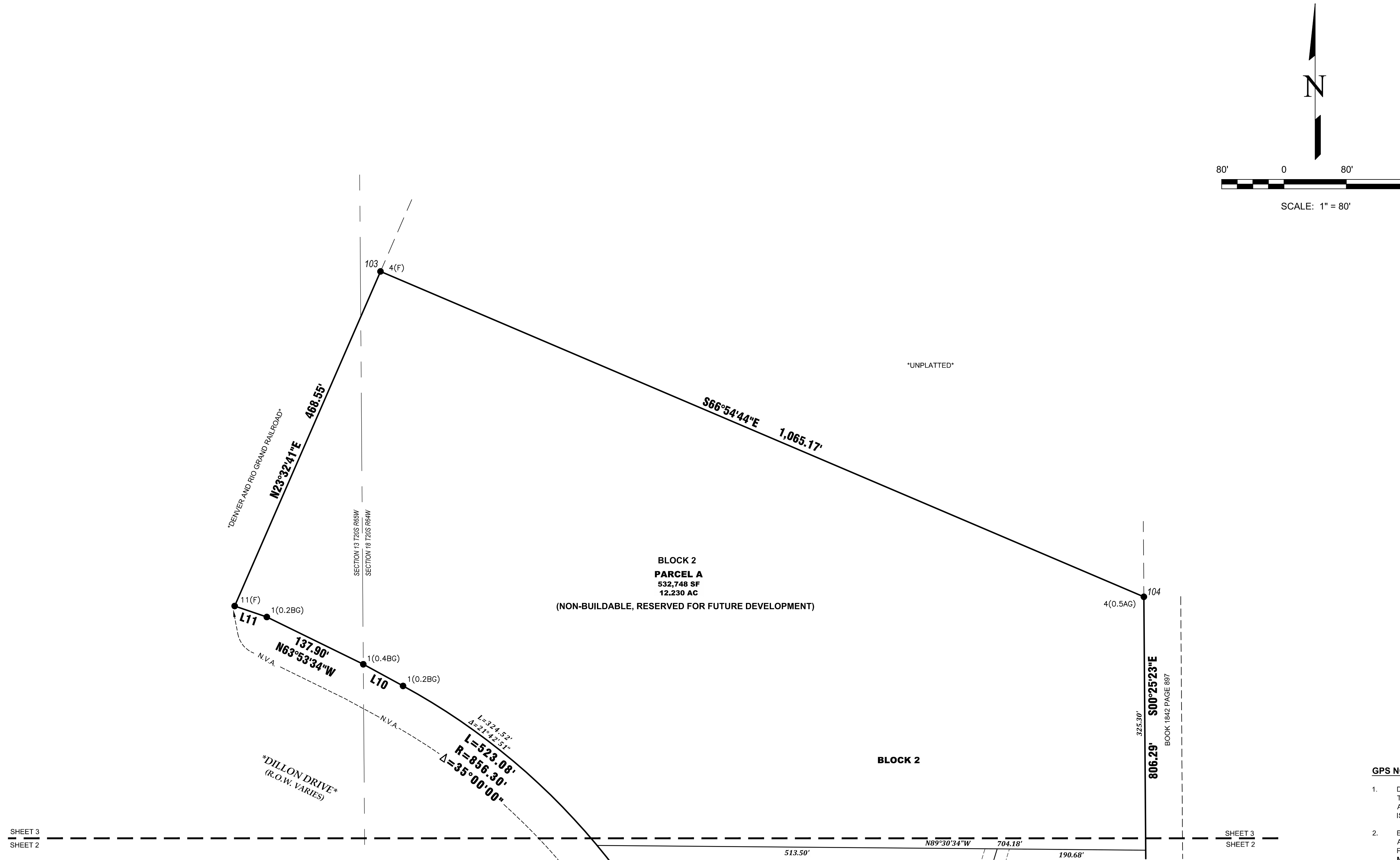
A PORTION OF THE WEST HALF OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST,
AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH,
RANGE 65 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1" = 80'
JOB NO.	4111-00
DATE CREATED	8-31-22
DATE ISSUED	3-25-25
SHEET NO	2 OF 5

DILLON NORTH SUBDIVISION

A PORTION OF THE WEST HALF OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST,
AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST,
OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO

NO.	LENGTH	BEARING
L1	60.01'	N00°25'23"W
L2	118.16'	S66°26'45"E
L3	64.09'	S65°51'46"E
L4	48.36'	S28°24'11"W
L5	70.19'	S69°39'22"W
L6	50.97'	S45°32'06"W
L7	140.34'	S79°39'15"W
L8	111.94'	N00°28'46"E
L9	51.22'	S70°54'18"W
L10	58.12'	N61°25'24"W
L11	43.58'	N71°13'02"W
L12	40.82'	N61°58'57"W
L13	82.26'	N26°28'24"W
L14	120.59'	S89°30'34"E
L15	48.64'	N85°02'36"E
L16	151.43'	S89°32'26"E
L17	121.44'	S89°33'10"E
L18	82.20'	S05°09'42"E
L19	65.20'	N84°13'12"W
L20	31.35'	S36°27'01"W



- LEGEND:**
- 1 FOUND NO.5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED "PLS NO. 30107"
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 (0.2AG) DISTANCE IN FEET MONUMENT ABOVE GROUND
 (0.2BG) DISTANCE IN FEET MONUMENT BELOW GROUND
 * AREA IS NOT PART OF THIS SUBDIVISION
 - - - - - ADJACENT PROPERTY LOT LINE
 ———— PROPERTY BOUNDARY LINE
 - - - - - EASEMENT LINE
 - - - - - BOUNDARY TIE
 P.O.B. POINT OF BEGINNING
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 N.V.A. NO VEHICULAR ACCESS
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GPS NOTES:

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104	1600233.63	3256841.50
105	1598806.32	3256839.49
106	1598750.15	3255863.99
107	1599410.96	3255845.79

NO.	REVISIONS	DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.

926 Elkton Drive
 Colorado Springs, CO 80907
 Office: (719) 576-1216
 Fax: (719) 576-1206

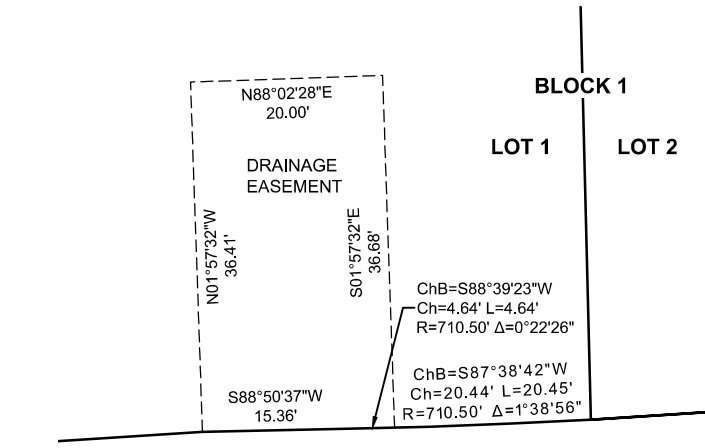
4732 Eagleledge Circle
 Pueblo, CO 81008
 Office: (719) 545-6240
 Fax: (719) 545-6247

DILLON NORTH SUBDIVISION SUBDIVISION PLAT

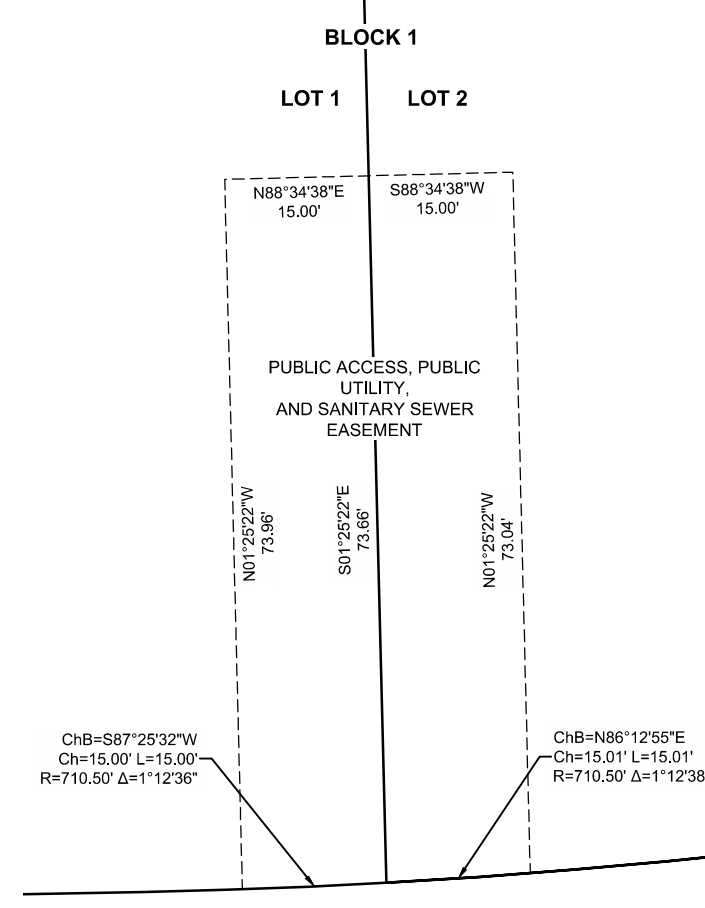
A PORTION OF THE WEST HALF OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST,
AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH,
RANGE 65 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1" = 80'
JOB NO.	4111-00
DATE CREATED	8-31-22
DATE ISSUED	3-25-25
SHEET NO	3 OF 5

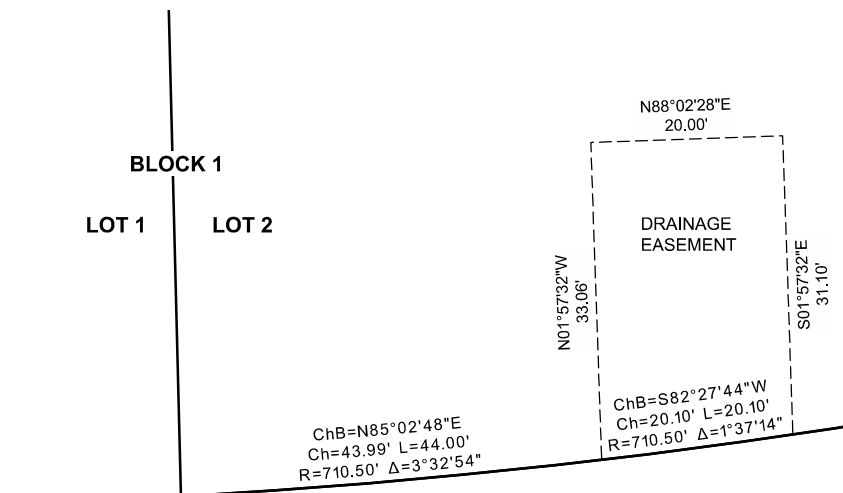
DILLON NORTH SUBDIVISION EASEMENT AND RIGHT-OF-WAY DETAILS



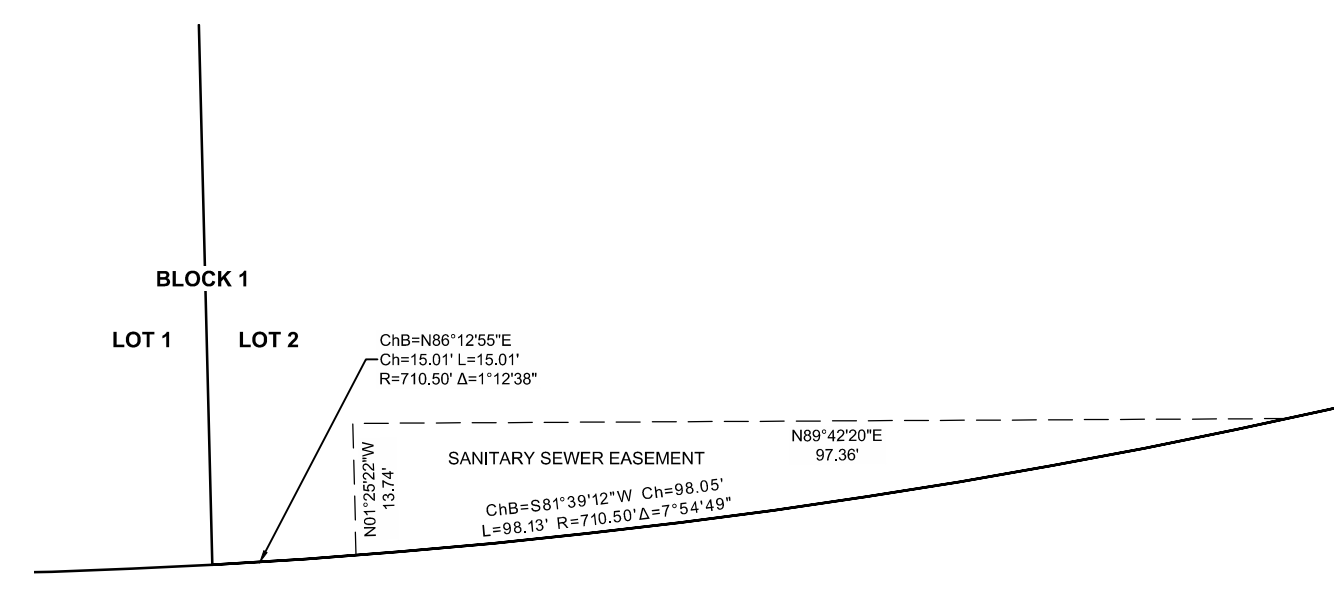
DETAIL A
1" = 20'



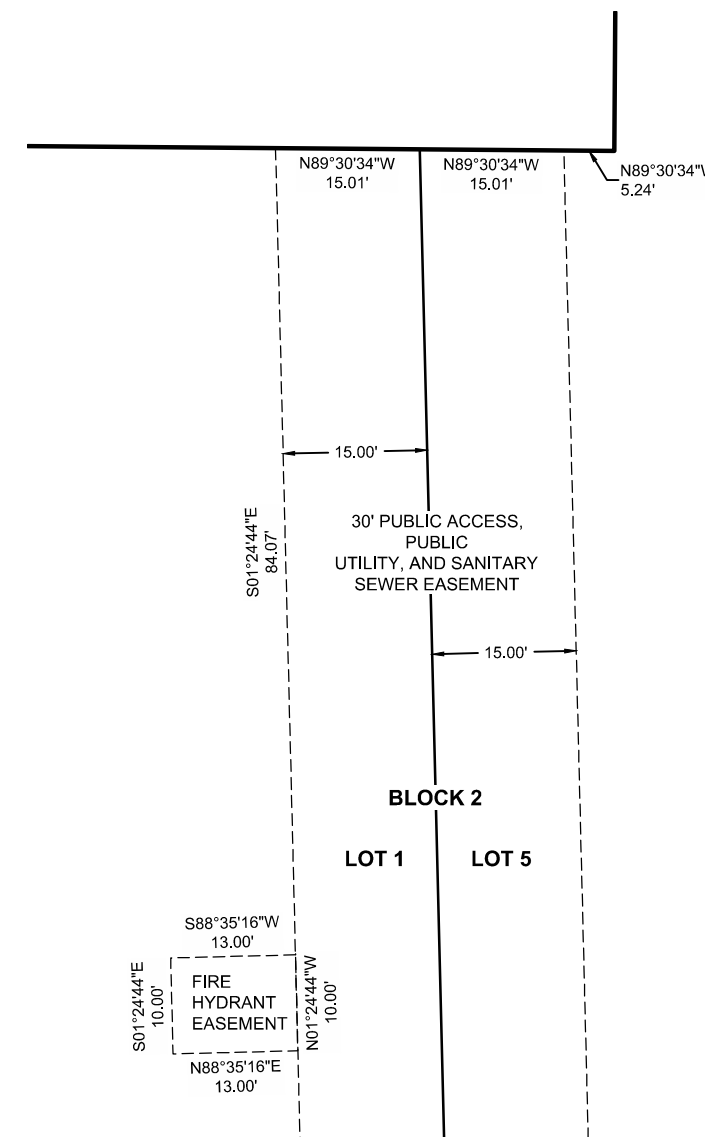
DETAIL B
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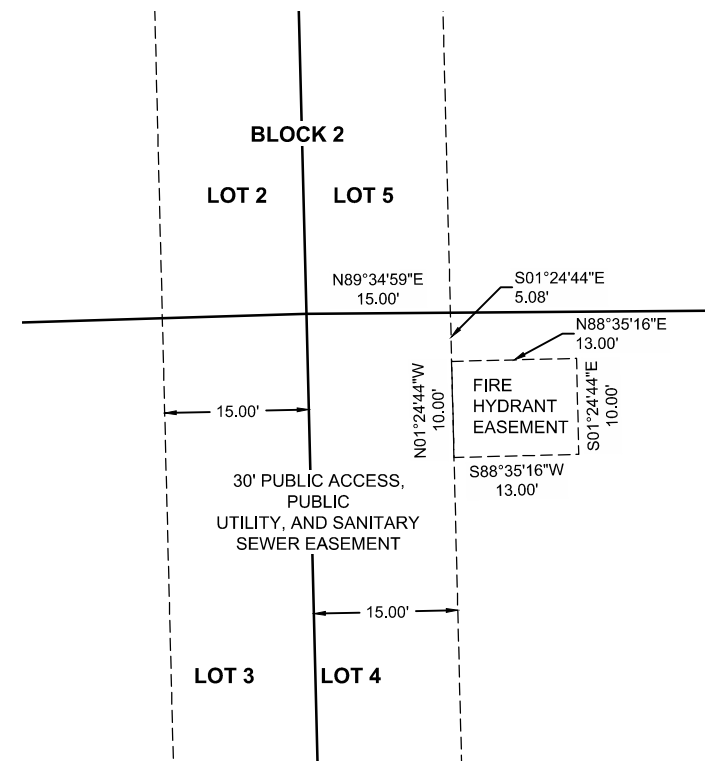
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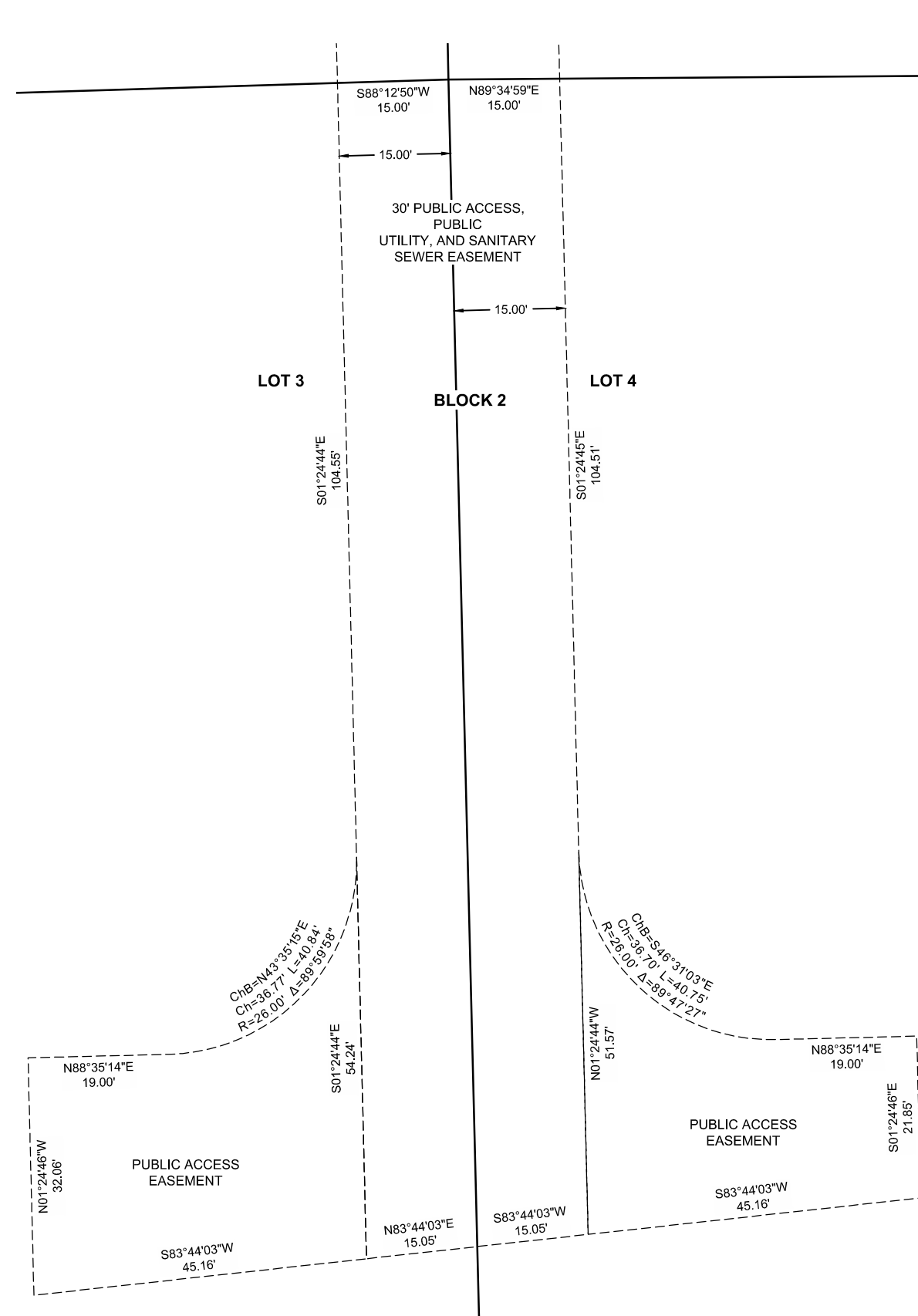
DETAIL D
1" = 20'



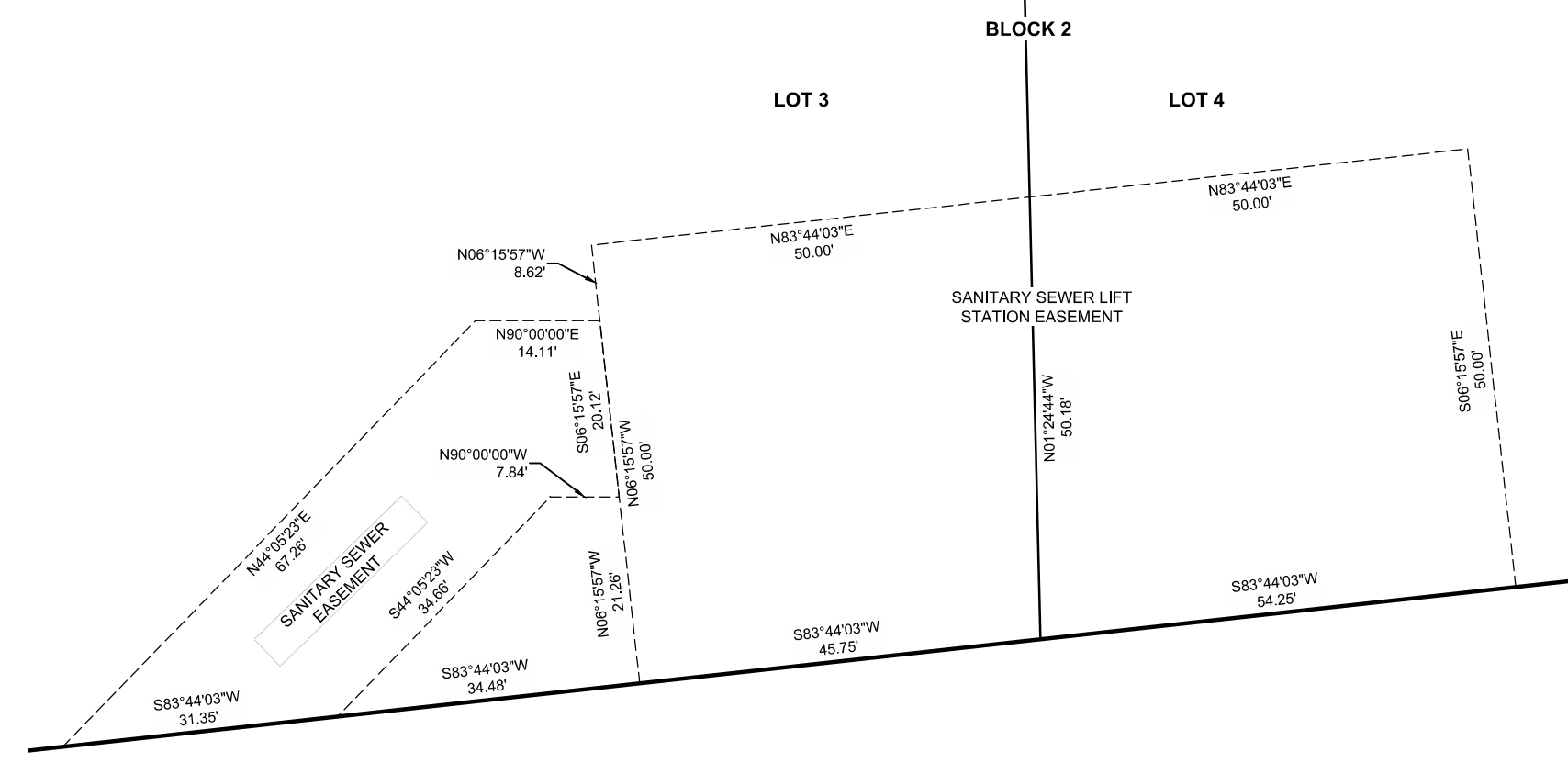
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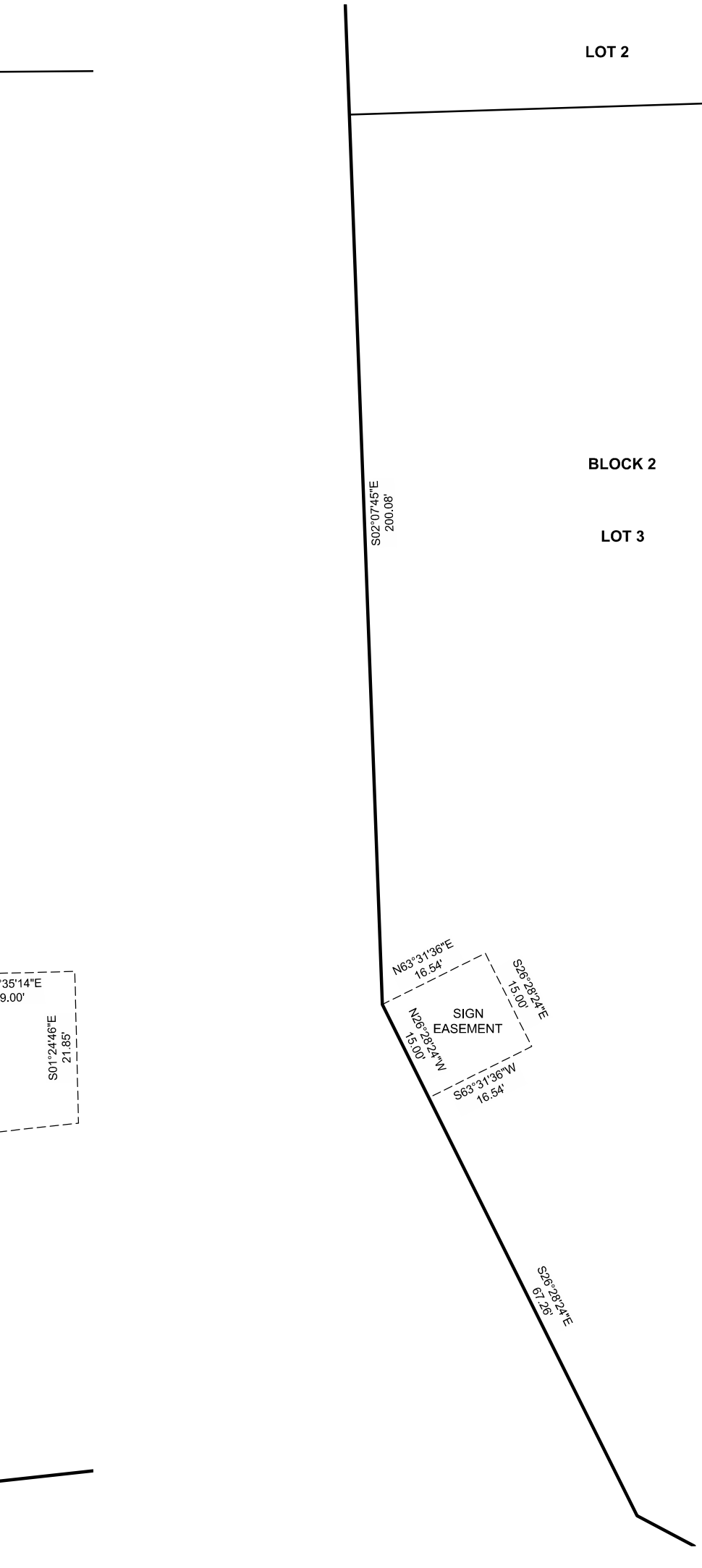
DETAIL F
1" = 20'



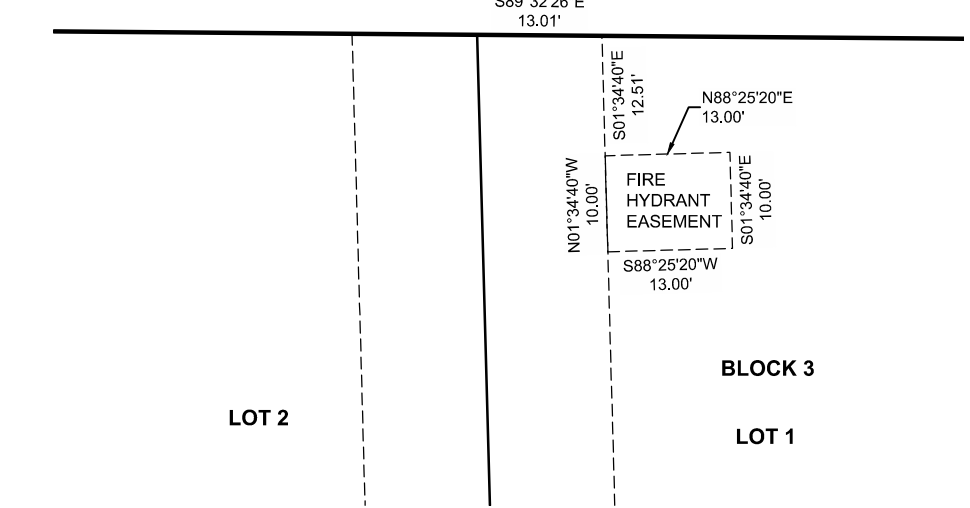
DETAIL G
1" = 20'



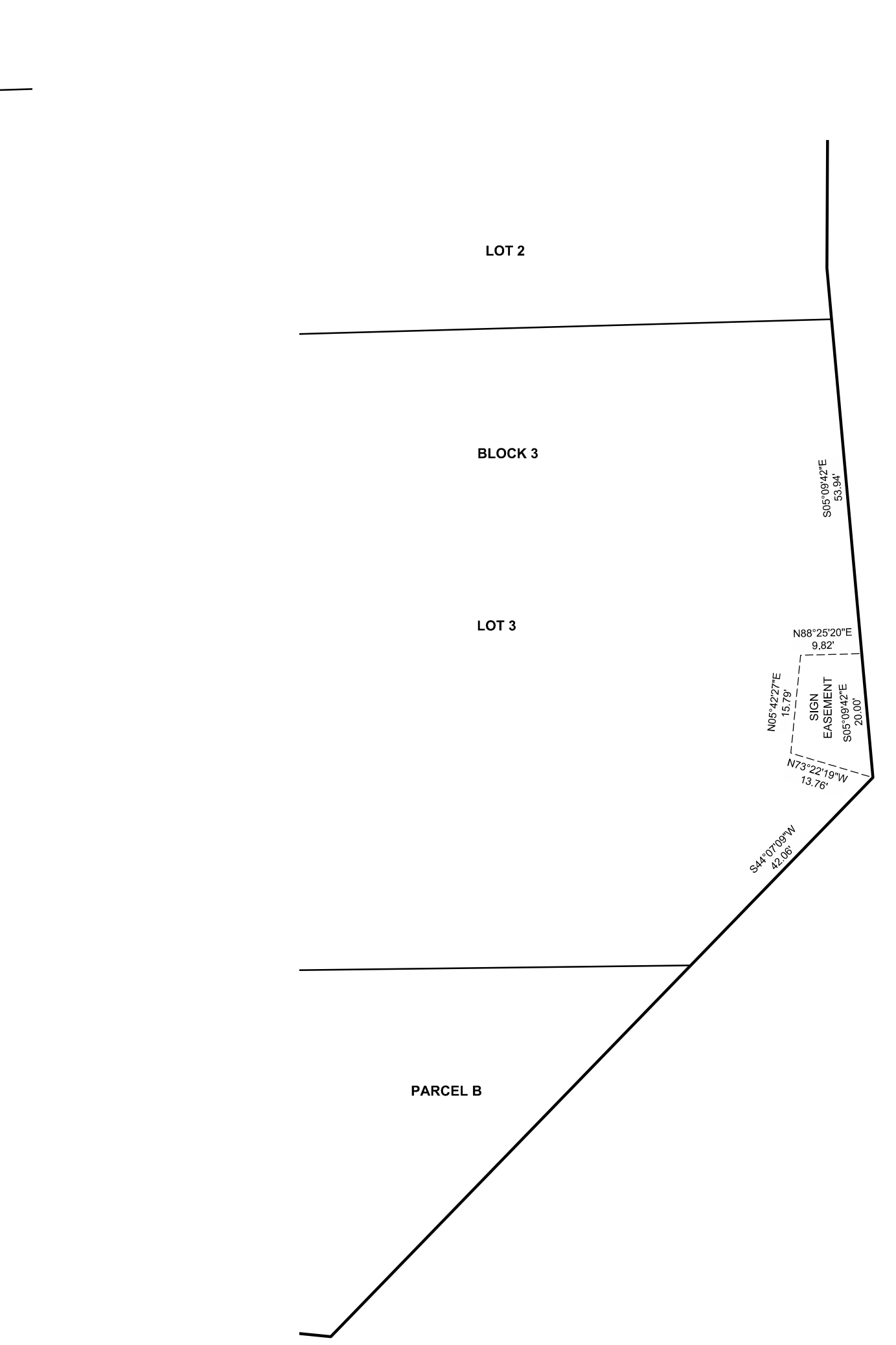
DETAIL H
1" = 20'



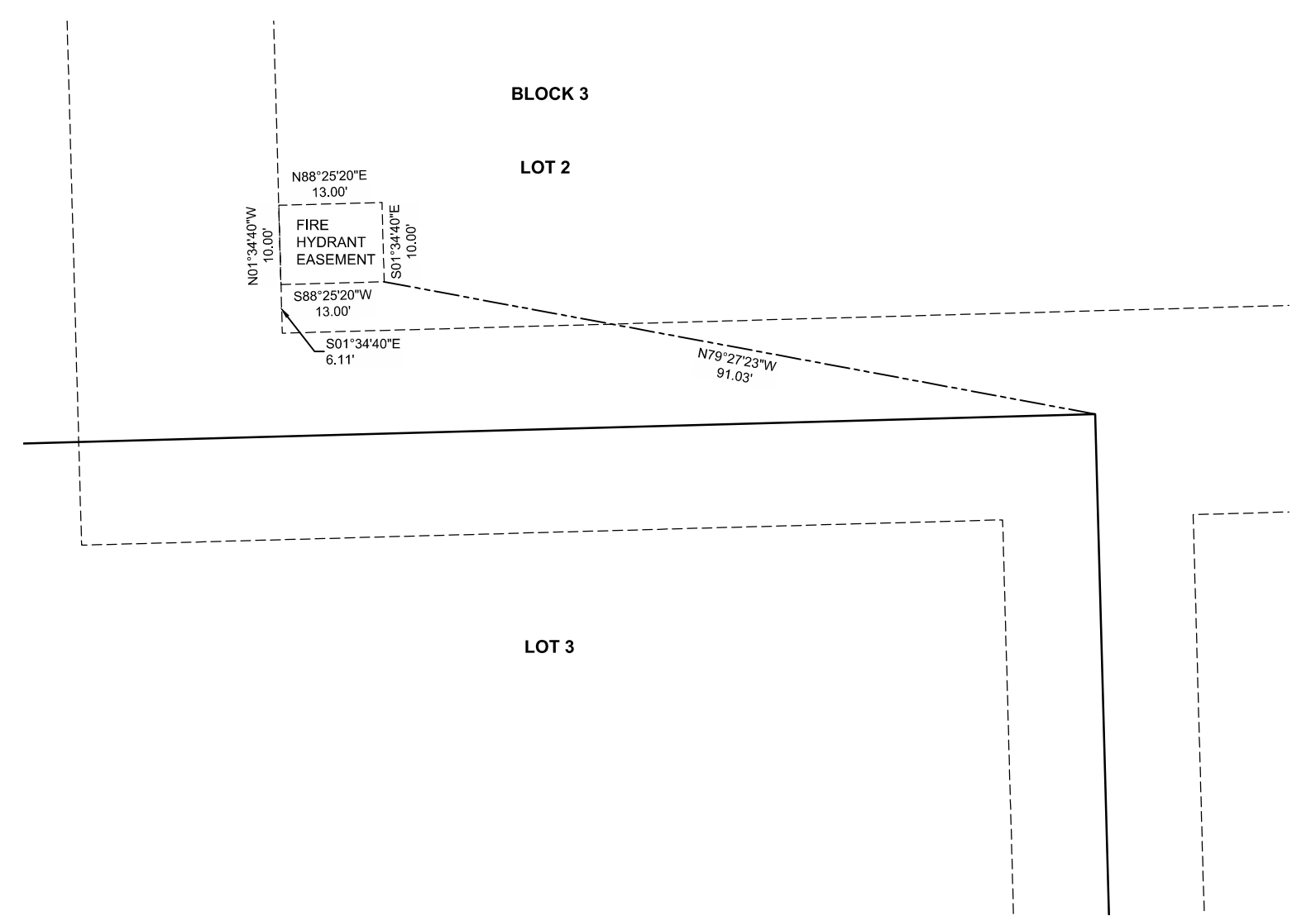
DETAIL I
1" = 20'



DETAIL K
1" = 20'



DETAIL J
1" = 20'



DETAIL L
1" = 20'

NO.	REVISIONS	DESCRIPTION	DATE

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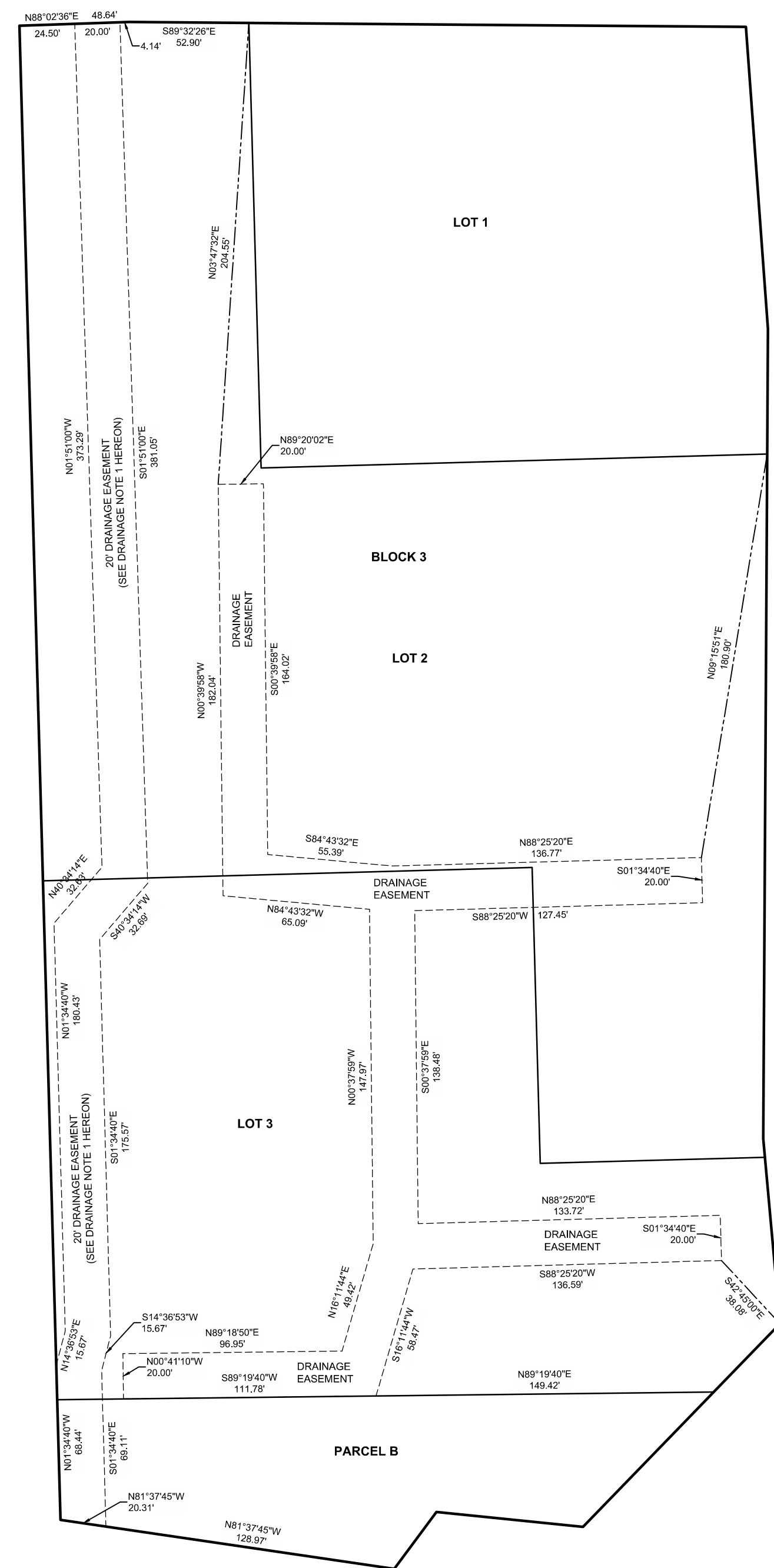


**DILLON NORTH SUBDIVISION
SUBDIVISION PLAT**

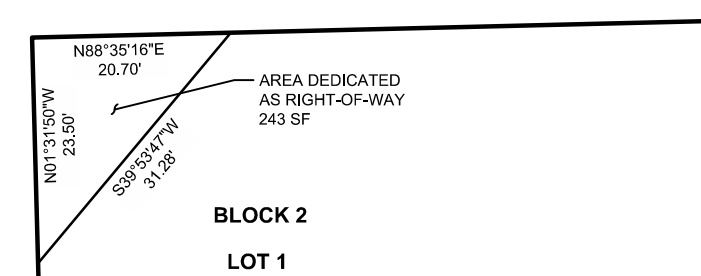
A PORTION OF THE WEST HALF OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST,
 AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH,
 RANGE 65 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1" = 40'
JOB NO.	4111-00
DATE CREATED	8-31-22
DATE ISSUED	3-25-25
SHEET NO	4 OF 5

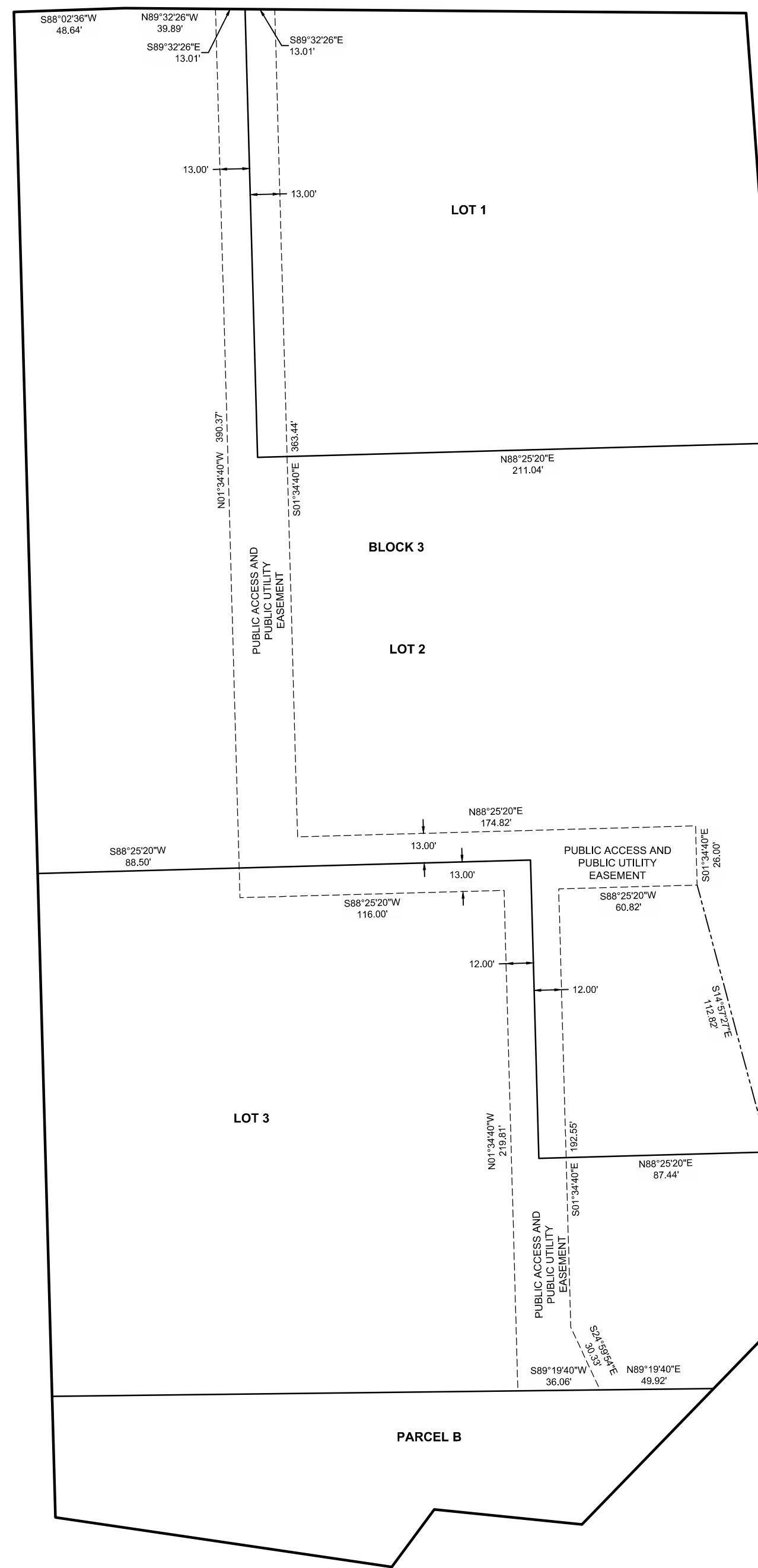
DILLON NORTH SUBDIVISION EASEMENT AND RIGHT-OF-WAY DETAILS



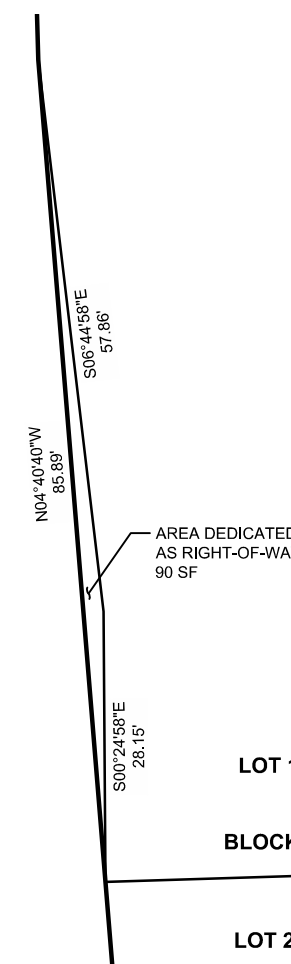
DETAIL M
1" = 50'



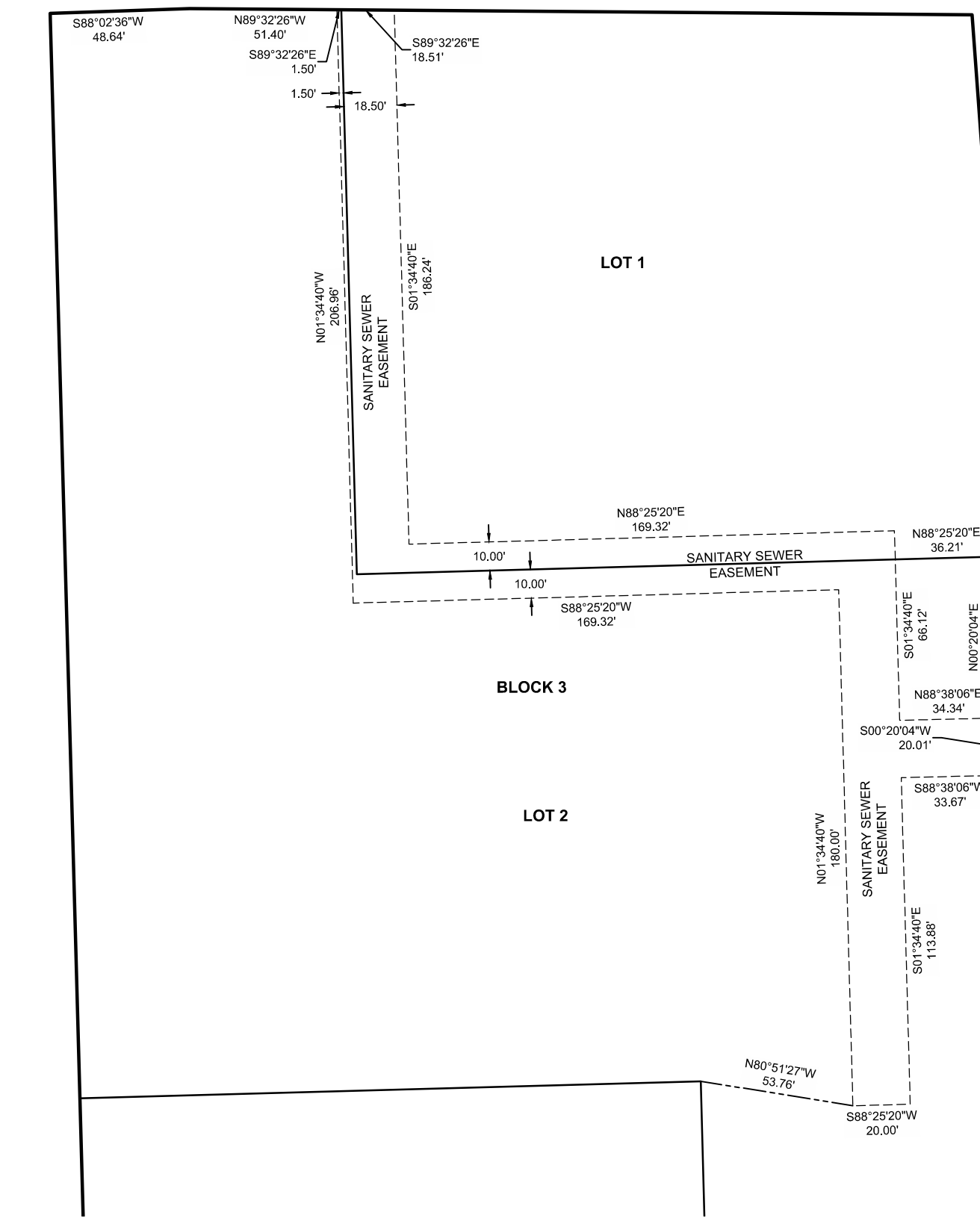
DETAIL Q
1" = 20'



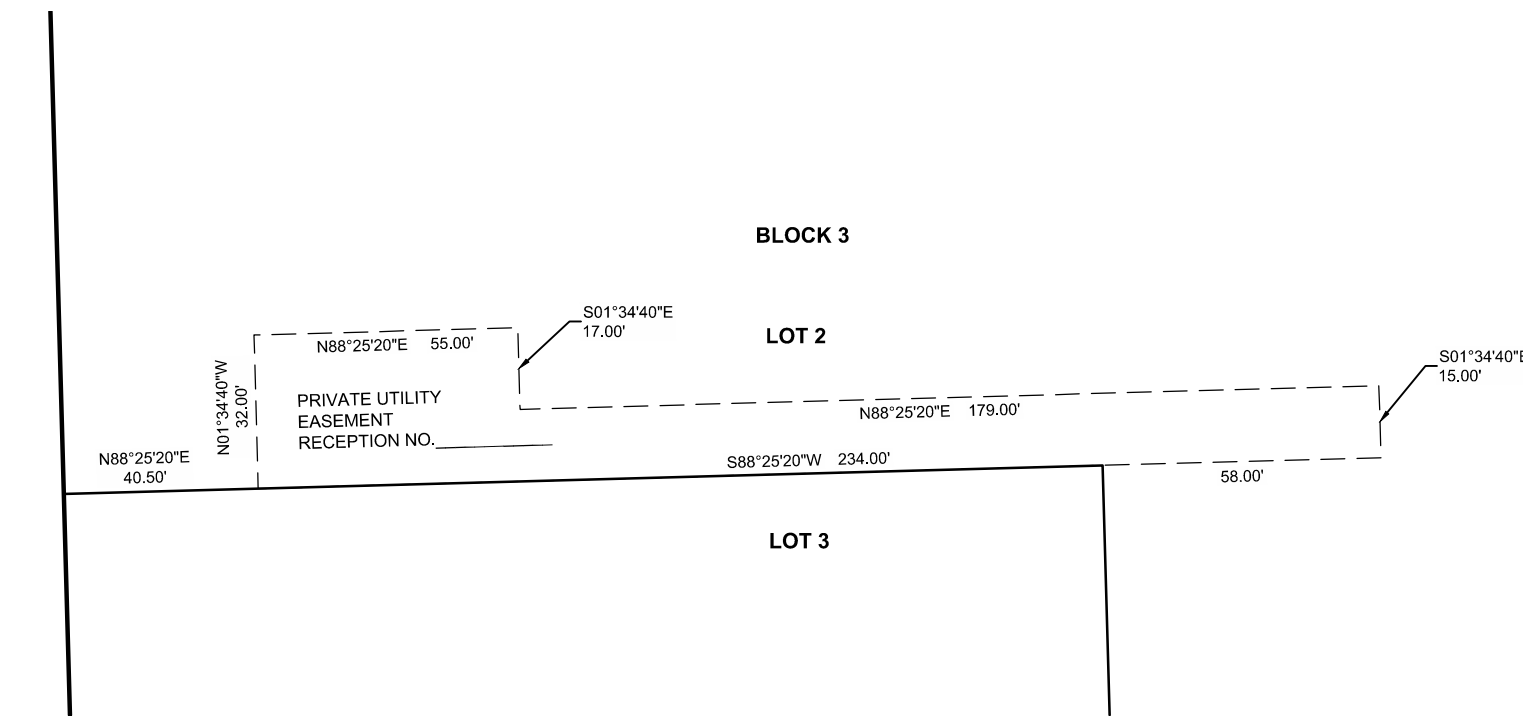
DETAIL N
1" = 50'



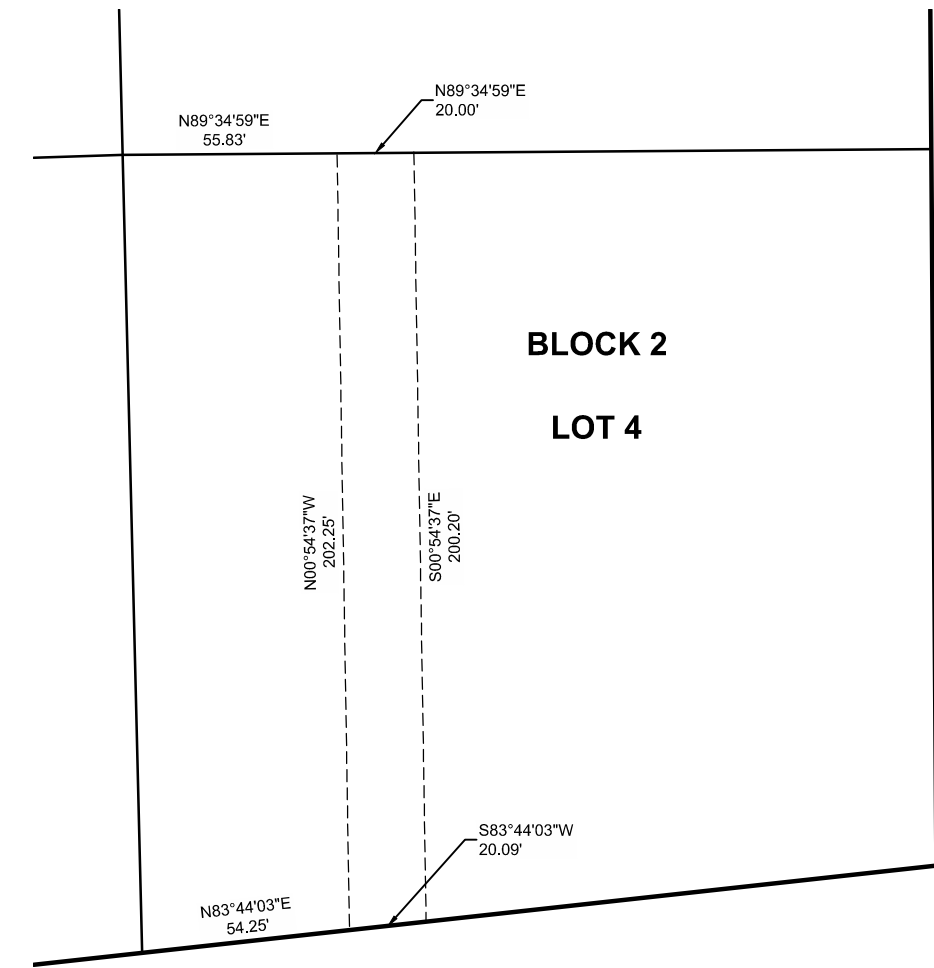
DETAIL R
1" = 20'



DETAIL O
1" = 50'



DETAIL P
1" = 40'



DETAIL S
1" = 50'

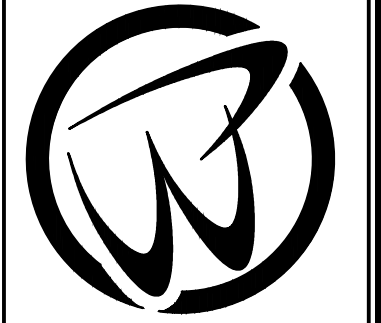
DRAINAGE EASEMENT NOTE:

- DRAINAGE FACILITIES WITHIN THIS DRAINAGE EASEMENT WILL BE MAINTAINED BY THE CITY OF PUEBLO WHEN APPROVED AND ACCEPTED BY THE DIRECTOR OF PUBLIC WORKS IN ACCORDANCE WITH THE PLAT NOTICE. ALL OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION IN ACCORDANCE WITH THE PLAT DEDICATION.

NO.	REVISIONS	DESCRIPTION	DATE

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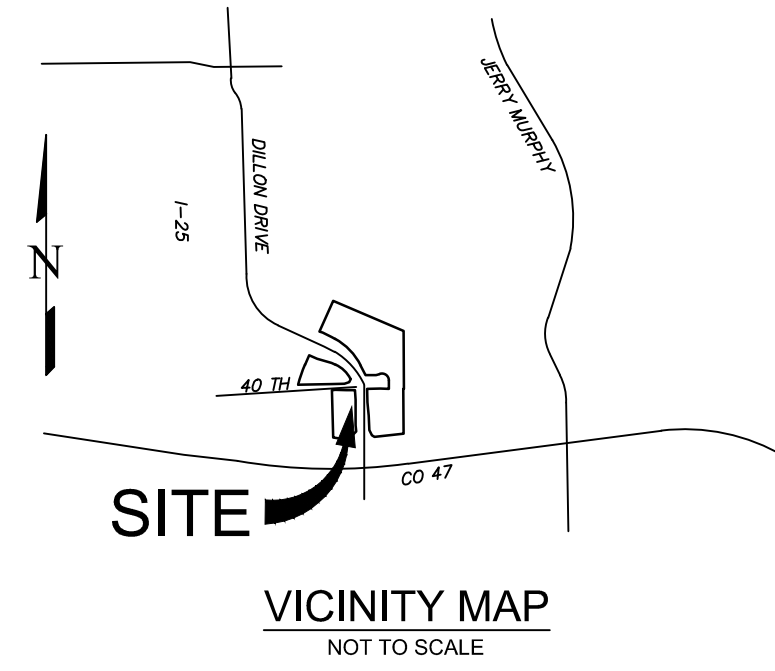
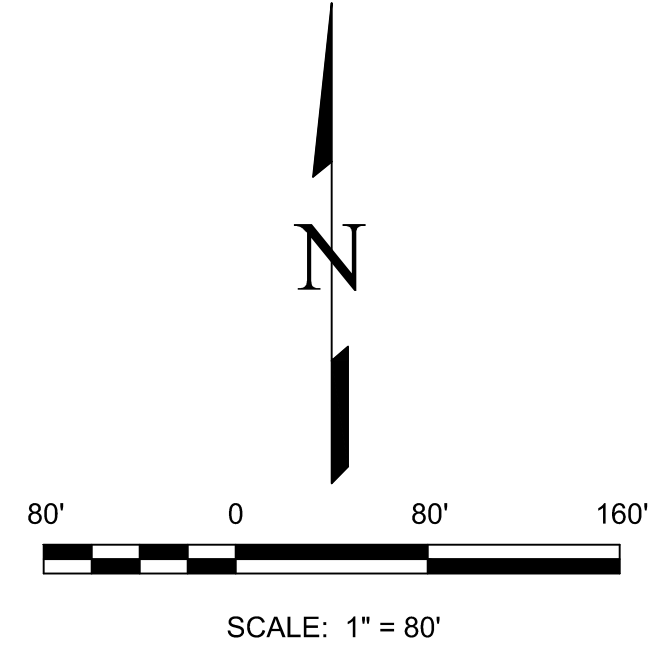
**DILLON NORTH SUBDIVISION
SUBDIVISION PLAT**

A PORTION OF THE WEST HALF OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST,
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RANGE 65 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1" = 40'
JOB NO.	4111-00
DATE CREATED	8-31-22
DATE ISSUED	3-25-25
SHEET NO	5 OF 5

DILLON NORTH SUBDIVISION

A PORTION OF THE WEST HALF OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST,
AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST,
OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO
SUPPLEMENTAL MAP



LEGEND:

- ELEC — ELECTRIC LINE
- X — FENCE
- FO — FIBER OPTIC LINE
- GAS — GAS LINE
- SD — STORM DRAIN LINE
- W — WATER LINE
- R.O.W. — RIGHT-OF-WAY
- AREA NOT INCLUDED IN THIS SURVEY
- ⊕ CARSONITE POST
- ⊞ ELECTRIC JUNCTION BOX
- ⊞ ELECTRIC METER
- ⊞ FIBER OPTIC PEDESTAL
- ⊞ FIRE HYDRANT
- ⊞ GAS METER
- ⊞ GUY WIRE
- ⊞ LIGHT POLE
- ⊞ SIGNAL POLE
- ⊞ STORM SEWER MANHOLE
- ⊞ TRAFFIC SWITCH
- ⊞ UNKNOWN PEDESTAL
- ⊞ UTILITY POLE
- ⊞ WATER VALVE

(PARCEL *) EXISTING PARCEL PRIOR TO SUBDIVISION

BENCHMARK:

NGS CONTROL MONUMENT NO. B4
DISK IN CONCRETE STAMPED "B4 1925"
ELEVATION = 4867.49' NAVD 88 DATUM

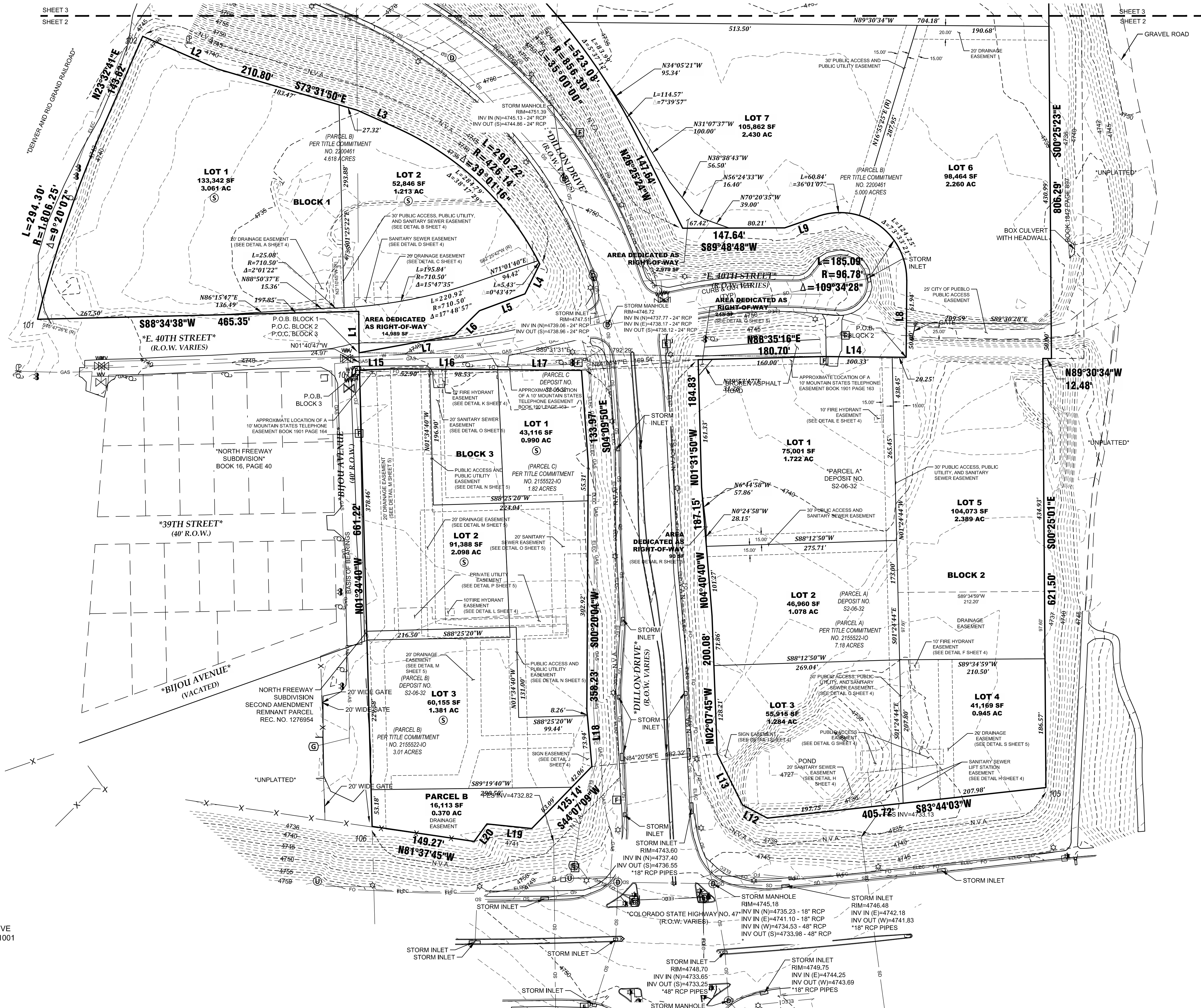
SURVEYOR'S STATEMENT:

I, EDWARD R. FISHER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS SUPPLEMENTAL MAP OF RIVERS RUN SUBDIVISION 1ST AMENDMENT AS PREPARED BY ME OR UNDER MY DIRECT RESPONSIBLE CHARGE IN JANUARY 2022 AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

OWNER: AKN ENTERPRISE, LLC

ADDRESS: 4308 ST. ANDREWS DRIVE
PUEBLO, COLORADO 81001

EDWARD R. FISHER COLORADO P.L.S. NO. 38042
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.



NO.	REVISIONS	DESCRIPTION	DATE

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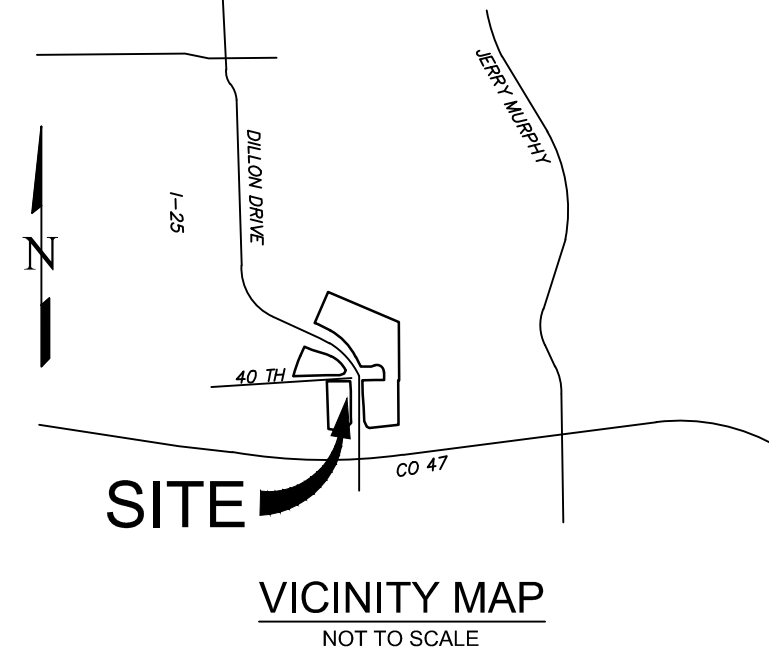
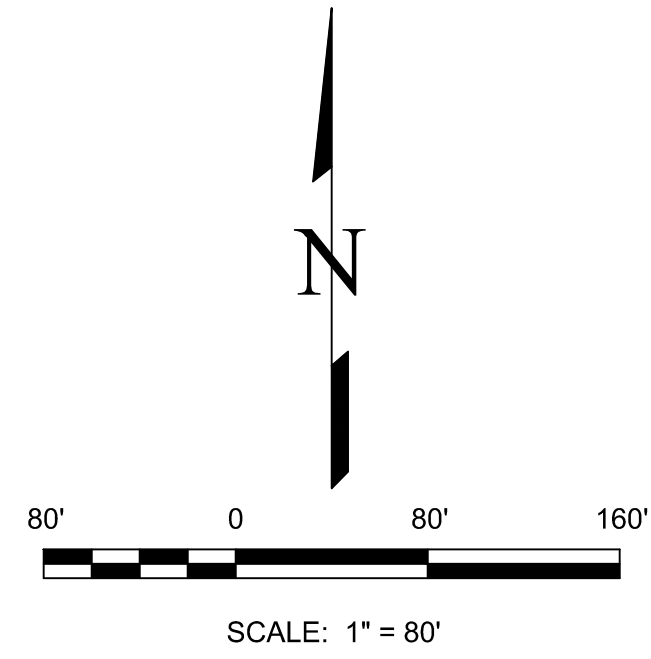
**DILLON NORTH SUBDIVISION
SUPPLEMENTAL MAP**

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DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1" = 80'
JOB NO.	4111-00
DATE CREATED	8-31-22
DATE ISSUED	3-25-25
SHEET NO	1 OF 2

DILLON NORTH SUBDIVISION

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OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO
SUPPLEMENTAL MAP



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- ⊞ — LIGHT POLE
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- ⊞ — STORM SEWER MANHOLE
- ⊞ — TRAFFIC SWITCH
- ⊞ — UNKNOWN PEDESTAL
- ⊞ — UTILITY POLE
- ⊞ — WATER VALVE

(PARCEL *) REFER EXISTING PRIOR TO SUBDIVISION

BENCHMARK:

NGS CONTROL MONUMENT NO. B4
DISK IN CONCRETE STAMPED "B4 1925"
ELEVATION = 4867.49' NAVD 88 DATUM

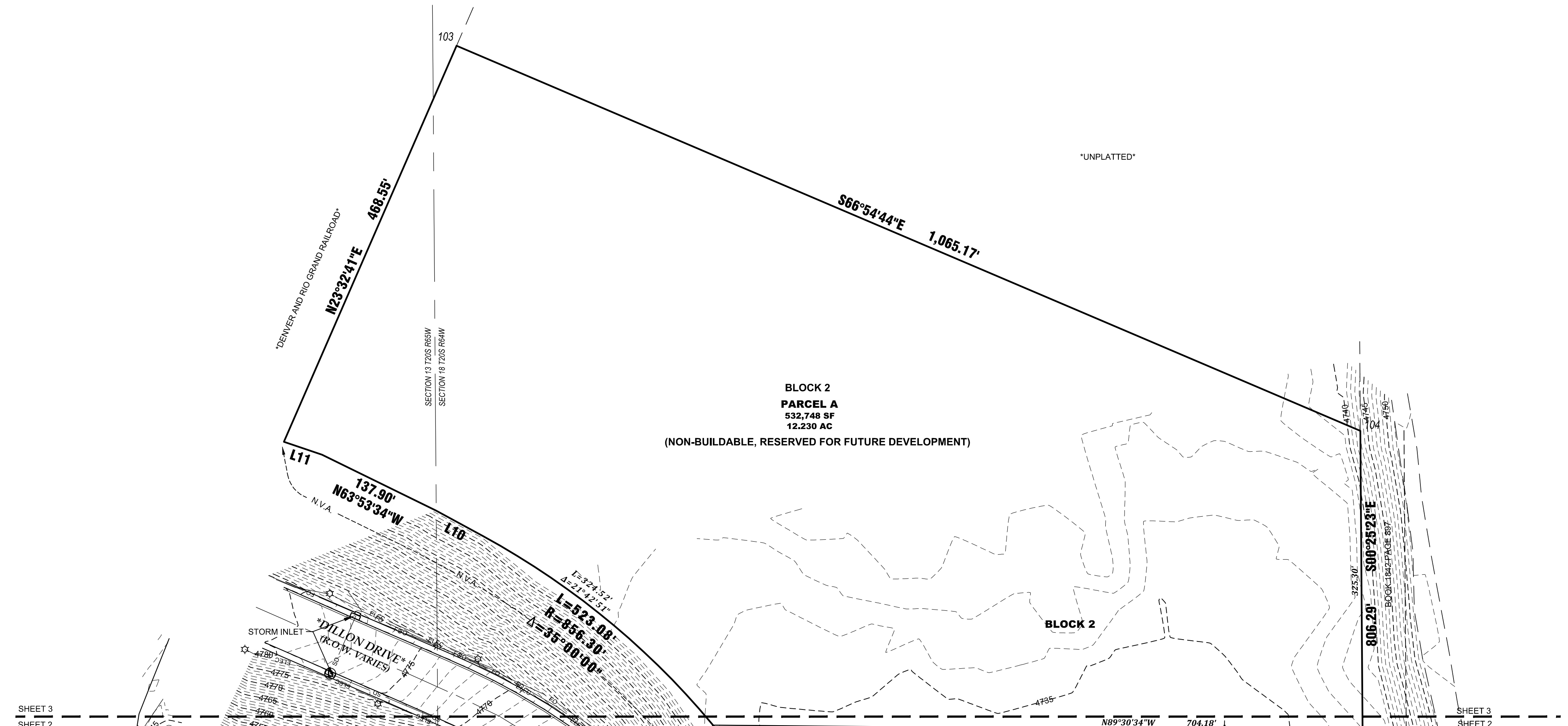
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**DILLON NORTH SUBDIVISION
SUPPLEMENTAL MAP**

A PORTION OF THE WEST HALF OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST,
AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH,
RANGE 65 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO

DRAWN BY: **JWT**
CHECKED BY: **ERF**

H-SCALE: **1" = 80'**

JOB NO.	4111-00
DATE CREATED	8-31-22
DATE ISSUED	3-25-25
SHEET NO	2 OF 2

CITY OF PUEBLO

GIS Division – Information Technology Dept.



Debi Romines
200 S Main St, Pueblo CO 81003
citymaps@pueblo.us | 719-553-2550

To: Beritt Odom
From: GIS Division
Date: 02-14-25
Subject: Comments on Dillon North Subdivision 4th Submittal

Please revise the plats to reflect "E 40TH ST".

Note: At this time, since the internal private road has been removed, we will be addressing the lots from E 40TH ST. This could change after more internal discussions, but we will let you know if it changes.

Regards,
Debi Romines

February 25, 2025

The City Planning and Zoning Commission will hold a public hearing on requests from AKN Enterprises LLC and Dillon Drive Assoc. for the approval of the following applications generally located north of the Hwy 47/Cesar Chavez Blvd. and Dillon Drive intersection.

Z-23-11: Rezone, of 21.848 acres from I-2, Industrial to B-3, Highway and Arterial Business District, to facilitate the Dillon North, Subdivision and future commercial development.

S-23-08: Dillon North Subdivision, subdivision of 33.85 acres into commercial lots, and parcels for drainage, utilities, and future development.

The Planning and Zoning Commission meeting will be held on March 12, 2025, at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO. You are welcome to attend this public hearing in person and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

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

February 25, 2025

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

CASE NUMBER: S- 23-08

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed final plat of the property commonly known as Dillon North Subdivision to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the final plat is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

February 25, 2025
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

Owner	Owner Street	Owner City	Owner State	Owner Zip
STEVES SHEET METAL AND ELECTRICAL L	2207 PERRY AVE	PUEBLO	CO	81003-3820
GRICE LEONARD FLOYD	307 E 39TH ST	PUEBLO	CO	81008-2101
GONZALES NICK RICHARD	308 E 39TH ST	PUEBLO	CO	81008-2102
ANDERSON DANIELLE	311 E 39TH ST	PUEBLO	CO	81008-2101
QUIMBY DONNA/QUIMBY CLYDE	325 S CONQUISTADOR AVE	PUEBLO WEST	CO	81007-3617
SPICOLA RONALD L/SPICOLA KATHLEEN N	3813 PUEBLO MALL BLVD	PUEBLO	CO	81008-2106
LADUKE GORDON ORVIL JR/NANCY KAY/SH	3925 PUEBLO MALL BLVD	PUEBLO	CO	81008-2108
DEPT OF HIGHWAYS STATE OF COLORADO	5615 WILLS BLVD.	PUEBLO	CO	81008-2108
AKN ENTERPRISE LLC	4308 ST ANDREWS DR	PUEBLO	CO	81001-1165
UNION PACIFIC TRANS CO + C/O PROPERTY TAX DEPT	1400 DOUGLAS ST ST	OMAHA	NE	68179-1001
COLE WM PUEBLO LLC + C/O WAL MART STORES INC	PO BOX 8050 MS05	BENTONVILLE	AR	72712-8055
DILLON DRIVE ASSOCIATES LLC	PO BOX 65207	LUBBOCK	TX	79464-5207



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: April 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: AN ORDINANCE APPROVING AN AMENDMENT THAT REMOVES 20 ACRES FROM THE LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, DEPARTMENT OF HUMAN SERVICES FOR THE PREMISES KNOWN AS THE LANGONI SPORTS COMPLEX

SUMMARY:

This Ordinance would approve an Amendment to Lease Agreement with the State of Colorado, Department of Human Services which removes 20 acres from the Eastern portion of original lease for the State to development a solar photovoltaic array on that site.

PREVIOUS COUNCIL ACTION:

On May 23, 1988, City Council approved Resolution No. 6203, which approved a Lease Agreement by and between the City of Pueblo and the State of Colorado, Department of Human Services, for the premises known as Langoni Fields. The term of this Agreement expired on June 30, 2014.

On October 14, 2014, City Council approved Ordinance No. 8786, which approved a Lease Agreement by and between the City of Pueblo and the State of Colorado, Department of Human Services for the premises known as Langoni Fields. The terms of this agreement expired June 30, 2023.

On February 12, 2024, City Council approved Ordinance No. 10649, which approved a Lease Agreement by and between the City of Pueblo and the State of Colorado, Department of Human Services for the premises known as Langoni Fields. The terms of this agreement expired June 30, 2033.

BACKGROUND:

The Langoni Sports Complex is located on 80 acres of state-owned land that is leased

by the City for competitive and recreational Pueblo youth soccer programs. Over the past forty plus years, the City has developed the 22-acres site which includes irrigated turf athletic fields, gravel-based parking lot, 100 capacity picnic shelter, and ADA accessible restroom/concession building.

FINANCIAL IMPLICATIONS:

The State of Colorado has agreed to lease the Langoni Fields, aka Langoni Sports Complex, to the City for \$0.00 rent. The City will continue to maintain the fields and structures on the property.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council may choose not to approve the Amendment to Lease Agreement in which case, the City will no longer be able to utilize the Langoni Sports Complex for recreational purposes.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Amendment to Lease Agreement
2. Exhibit A - Property Image

ORDINANCE NO.

AN ORDINANCE APPROVING AN AMENDMENT THAT REMOVES 20 ACRES FROM THE LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, DEPARTMENT OF HUMAN SERVICES FOR THE PREMISES KNOWN AS THE LANGONI SPORTS COMPLEX

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

SECTION 1.

The Amendment to Lease Agreement by and between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado, Department of Human Services for the premises known as the Langoni Sports Complex attached hereto and having been approved as to form by the Assistant City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute and deliver Amendment to Lease Agreement in the name of the City and the City Clerk shall affix the Seal of the City thereto and attest the same.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

Approved on _____.

Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk

**STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
REAL ESTATE PROGRAMS**



LEASE AMENDMENT – STATE-OWNED REAL ESTATE

LESSOR THE STATE OF COLORADO, DEPARTMENT OF HUMAN SERVICES

LESSEE THE CITY OF PUEBLO

LOCATION PREMISES KNOWN AS “LANGONI FIELDS”

INSTRUCTIONS:

- 1) This Lease Agreement - State-Owned Real Estate is designed for use by state agencies in leasing space in facilities owned by the State of Colorado to non-state entities.
- 2) If at any time a user of this form determines that a certain paragraph should not be included, simply strike through the entire paragraph following such paragraph's number and title. That way a later reviewer of the lease can immediately determine if and where the lease differs from the standard form, and subsequent paragraphs need not be renumbered to preserve sequential numbering. Each strike through should be initialed by the person signing the agreement on behalf of each party. Additions to the form should be indicated in **bold type**.
- 3) ***In order to use the check boxes, double click on the box and choose the checked or not checked option.***
- 4) Any terms and conditions unique to a particular lease may be succinctly stated under Paragraph #31, Additional Provisions. When the wording of the standard form is expected to be significantly changed to accommodate the agreement reached between the parties, the proposed language must be sent to the Real Estate Program for review and pre-approval before signature.
- 5) As a revenue-generating contract with no disbursement of state funds involved, the State Controller's Office is not required to approve the lease. Signature on behalf of the Attorney General's Office will be by the agency's designated legal counsel.
- 6) Don't forget to check the page numbers in the table of contents to accommodate spacing changes.
- 7) If you have questions or need assistance in using this form, call Real Estate Programs at 303-866-5458.

**STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
REAL ESTATE PROGRAMS**

LEASE AMENDMENT – STATE-OWNED REAL ESTATE

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1st AMENDMENT TO LEASE AGREEMENT
State-Owned Real Estate

THIS AMENDMENT TO LEASE AGREEMENT, made and entered into this 1st day of February, 2025, by and between THE STATE OF COLORADO, acting by and through the DEPARTMENT OF HUMAN SERVICES, hereinafter referred to as "Lessor", and THE CITY OF PUEBLO whose address or principal place of business is 1 City Hall Place, Pueblo CO 81003, and hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, the Lessor owns certain property herein identified, which Lessee desires to lease according to the terms of the Lease;

WHEREAS, authority exists in the Law for the Lessor to lease the property.

WHEREAS, the Parties entered into a Lease Agreement dated April 19, 1988 (the "1988 Lease") for the lease of the premises known and described as

N ½ of the SE ¼ of section 23, T20S, R65W in Pueblo County (the "Premises")

for a term beginning July 1, 1988 and ending June 30, 2013;

WHEREAS, the term of the 1988 Lease was extended from June 30 2013 to June 30, 2014 in an Amendment No. 1 to Lease Agreement, dated June 18th, 2013;

WHEREAS, the Lessor and the Lessee entered into a new Lease Agreement for the Premises, dated July 12th, 2014, for a term beginning July 1, 2014 and ending June 30, 2023; and

WHEREAS the previous lease expired on 6/30/23 and tenancy has been from month-to-month pursuant to Section 11 - Termination After Holding of previous lease.

WHEREAS, the Lessor and the Lessee entered into a Lease Agreement for the Premises for a ten (10) year term beginning July 1, 2023 and ending June 30, 2033.

WHEREAS, the Lessor is now amending the lease to remove 20 acres from the Eastern portion of original lease for the development of a solar photovoltaic array.

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

1. PREMISES

Lessor hereby leases and demises unto Lessee the Premises, hereinafter referred to as "Premises" ~~with the building located at~~ **known and described as the NW 2/3 of the SE ¼ of section 23, T20S, R65W in Pueblo County**, hereinafter referred to as "~~Building~~" "**LANGONI FIELDS**" (including land, improvements and other rights appurtenant thereto). The Premises, commonly known and described as **LANGONI FIELDS**, includes approximately 58 acres ~~square feet of rentable floor area~~ **land**; the leased Premises being as shown on the plat attached hereto, made a part hereof and marked "Exhibit A".

2. Order of Precedence. The provisions of the Lease shall govern the relationship of the State and Lessor. In the event of conflicts or inconsistencies between the Lease and the First Amendment such

conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. The provisions of the First Amendment to Lease,
 - ii. The provisions of the main body of the Lease,
3. Except as modified by the provisions of this First Amendment to Lease, all other terms and conditions in the Lease are hereby ratified and confirmed and remain in full force and effect.
4. The effective date of this First Amendment to Lease is February 1st, 2025 or the date signed by the State Controller or his designee, whichever is later. In accordance with the requirements of 24-30-202 (1) C.R.S., as amended, this First Amendment to Lease shall not be deemed valid until it has been approved by the State Controller, or such assistant as he may designate.

IN WITNESS WHEREOF, the parties hereto have executed this lease agreement on the day and year first above written.

LESSEE:

[Name of Landlord]

By: _____
Authorized Signatory

Name

Title

Date

CORPORATIONS:

(A corporate attestation is required)

ATTEST (Seal)

By: _____
Authorized Signatory

(Corporate Secretary or Equivalent, or
Town/City/County Clerk)

OFFICE OF THE STATE ARCHITECT

Real Estate Manager (or authorized Delegate)

By: _____

Date: _____

LESSOR:

STATE OF COLORADO

Jared S. Polis, Governor

The Department of _____

By: _____

Name

Title

Date

LEGAL REVIEW

Philip J. Weiser, Attorney General

Attorney General (or authorized Delegate)

By: _____

Date: _____

Exhibit A: Property Image



See Property Description Page 1



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: April 14, 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: AN ORDINANCE APPROVING A DEPOSIT AGREEMENT BETWEEN MAVERIK QOZB 2023, LLC, A UTAH LIMITED LIABILITY COMPANY, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO THE INSTALLATION OF PUBLIC IMPROVEMENTS ASSOCIATED WITH THE PROPERTY AT BLOCK 1, LOT 4 LOCATED WITHIN THE SOUTHERN COLORADO MEDICAL CENTER, FILING NO. 1 SUBDIVISION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is an Ordinance approving the establishment of a deposit account and approving a Deposit Agreement between MAVERIK QOZB 2023, LLC, a Utah limited liability company, and the City of Pueblo, a Colorado Municipal Corporation, related to the collection of a deposit for the construction of certain required public improvements. The proposed Ordinance also authorizes the Mayor to execute the agreement on behalf of the City of Pueblo.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Maverik purchased the property in October 2024 for the purpose of constructing a convenience store and gas station, fueling canopy, and car wash on the property. The development will contribute to and eventually cause by necessity the installation of a traffic signal and associated intersection improvements to be constructed at the intersection of Parker Boulevard and Spaulding Avenue.

FINANCIAL IMPLICATIONS:

According to the terms of the Deposit Agreement, the City will waive the prohibition on

the issuance of a building permit and certificate of occupancy once the full amount of the deposit is received if the developer is otherwise in compliance with its development obligations. Maverik will deposit its share of the cost of construction of the required and associated intersection improvements and the City will use the deposit to cause the improvements to be constructed once fully warranted.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failing to approve this Ordinance will prevent the City from being able to enter into the Deposit Agreement.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Deposit Agreement 2025 MAVERIK QOZB 2023 LLC partial signed

ORDINANCE NO.

AN ORDINANCE APPROVING A DEPOSIT AGREEMENT BETWEEN MAVERIK QOZB 2023, LLC, A UTAH LIMITED LIABILITY COMPANY, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO THE INSTALLATION OF PUBLIC IMPROVEMENTS ASSOCIATED WITH THE PROPERTY AT BLOCK 1, LOT 4 LOCATED WITHIN THE SOUTHERN COLORADO MEDICAL CENTER, FILING NO. 1 SUBDIVISION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Deposit Agreement ("Agreement") by and between MAVERIK QOZB 2023, LLC., a Utah Limited Liability Company, and the City of Pueblo, a Colorado Municipal Corporation, a copy of which is attached hereto and made a part hereof by reference, after having been approved as to form by the Pueblo City Attorney, is hereby approved. The Mayor is hereby authorized to execute the Agreement for and on behalf of the City Pueblo and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

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

DEPOSIT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2025 by and between the CITY OF PUEBLO, a Colorado Municipal Corporation, hereinafter referred to as “City”, and MAVERIK QOZB 2023, LLC, a Utah limited liability company, hereinafter referred to as “Maverik”.

WITNESSETH:

WHEREAS, Maverik is the owner and/or developer of Block 1, Lot 4 located within the Southern Colorado Medical Center, Filing No. 1 Subdivision, City of Pueblo, Colorado and legally described as set forth in Exhibit “A” (“Property”), which is attached hereto and incorporated herein; and

WHEREAS, Maverik has applied for a building permit to construct a convenience store and gas station, fueling canopy, and car wash on the Property (the “Development”);

WHEREAS, the Development will contribute to and eventually cause by necessity the installation of a traffic signal and associated intersection improvements (“Improvements”) to be constructed at the intersection of Parker Boulevard and Spaulding Avenue;

WHEREAS, Section 4-2-2(g), P.M.C., authorizes the Director of Public Works to condition the issuance of a building permit and certificate of occupancy upon the installation of public improvements required by the proposed construction;

WHEREAS, the City has calculated the cost of such Improvement and Developer’s proportionate share of such cost in the amount of \$45,000 (“Deposit”). The calculation of the costs of the Improvements and Deposit are set forth in Exhibit “B”, which is attached hereto and incorporated herein; and

WHEREAS, Maverik agrees to establish a Deposit Account with the City to guarantee payment of its proportional share of the Development Costs and satisfy, in part, its development obligations.

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

1. Maverik shall deposit the Development Costs in the amount of \$45,000 with the City's Director of Finance. Interest, if any, which may accrue on such funds shall be paid to the City as an administrative fee in maintaining and administering this Agreement and such deposit.

2. The Deposit shall be held by the City in an interest or non-interest-bearing deposit account to be established by the Director of Finance who may disburse said funds only as herein provided. The Director of Public Works, upon written notice to the Director of Finance, may at any time withdraw the deposited funds to complete all or any part of said Improvements.

3. Until the Deposit is received by the City, the City may in its sole discretion refuse to issue any building permit or certificate of occupancy for the Development.

4. Upon receipt of the Deposit, Developer's obligations with respect to the Improvements shall be fully and completely satisfied. Nothing herein shall relieve Maverik of its obligation to install other public improvements which may be required under any existing or future building permits for the Property.

5. City and Maverik stipulate, acknowledge and agree that: (a) the Deposit amount of \$45,000 is authorized by Section 4-2-2(g), P.M.C., (b) the Deposit is reasonable related to addressing the impacts imposed on the City's road network by the Development, (c) that the amount of the Deposit is roughly proportional to such impacts, and (d) the Deposit complies with all conditions and requirements set forth in Section 29-20-203, C.R.S.

6. The Parties agree to execute any additional documents or take any additional action that may be necessary to carry out this Agreement.

7. This Agreement represents the entire agreement between the Parties and supersedes all prior discussions and written agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

8. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the requisite power and authority to enter into, execute, and deliver this Agreement on behalf of such party and that this Agreement is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

9. 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.

10. 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.

(SIGNATURE PAGE FOLLOWS)

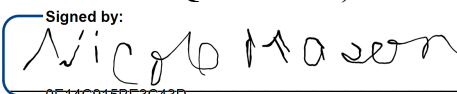
CITY OF PUEBLO

By: _____
Heather Graham, Mayor

Approved as to form.

City Attorney

MAVERIK QOZB 2023, LLC

Signed by:


Nicole Mason

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 4, Block 1, Southern Colorado Medical Center, First Filing Subdivision

Containing 2.3391 acres, more or less.





Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: April 14, 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: AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO COUNTY RELATING TO THE USE OF 2016 BALLOT QUESTION 1A CAPITAL IMPROVEMENT PROGRAM PROJECT FUNDING FOR THE EASTSIDE PEDESTRIAN, PARKING AND STREETScape IMPROVEMENTS, ACCEPTING, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$810,145.00, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves an Intergovernmental Agreement (“IGA”) between Pueblo, a Colorado Municipal Corporation (“City”) and Pueblo County (“County”) relating to the use of 2016 Ballot Question 1A Capital Improvement Program funds, and accepts, budgets and appropriates \$810,145.00 for the construction phase of the Eastside Pedestrian, Parking and Streetscape Improvements Project.

PREVIOUS COUNCIL ACTION:

Ordinance 9563, dated October 15, 2019, approved an IGA between the City of Pueblo and Pueblo County relating to the use of 2016 Ballot Question 1A Capital Improvement Program funds, established the Eastside Pedestrian, Parking and Streetscape Project, CI1914 and budgeted and appropriated \$100,000 for the design phase of the Project.

Resolution 14457, dated August 24, 2020, approved an agreement for Professional Design Consulting Services with Bohannon Huston, Inc (BHI) for \$64,530.

Resolution 14788, dated January 12, 2022, approved a contract amendment #1 for Final Design services with Bohannon Huston, Inc (BHI) for \$29,940.

Ordinance 10147, dated April 11, 2022, approved amendment #1 to the IGA between Pueblo and Pueblo County to provide an additional \$100,000 for design funds.

Resolution 14844, dated April 11, 2022, approved amendment #2 to the agreement for professional design consulting services in the amount of \$59,915 with Bohannon Huston, Inc. (BHI).

BACKGROUND:

Funds in the amount of \$810,145.00 will be used for the construction phase for improvements that were identified and coordinated during the design of the Eastside Pedestrian Parking and Streetscape Improvements.

The construction phase of improvements includes parking and landscape improvements around the El Centro de Quinto Sol Park including establishing new angled parking by installing new curb, gutter, sidewalk, and pavement around the park, as well as new ADA compliant curb ramps, pedestrian lighting, turf replacement and relocating trees.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$810,145.00 is accepted, budgeted and appropriated to Project Account CI1914, Eastside Streetscape Project

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Currently, there are no alternatives for completing the Project without the funding from the 2016 Ballot Question 1A Capital Improvement Program Project funds.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Eastside Construction IGA

ORDINANCE NO.

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO COUNTY RELATING TO THE USE OF 2016 BALLOT QUESTION 1A CAPITAL IMPROVEMENT PROGRAM PROJECT FUNDING FOR THE EASTSIDE PEDESTRIAN, PARKING AND STREETSCAPE IMPROVEMENTS, ACCEPTING, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$810,145.00, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Agreement between City of Pueblo, a Colorado Municipal Corporation, and Pueblo County relating to the use of 2016 Ballot Question 1A Capital Improvement Program Project Funds for the Eastside Pedestrian, Parking and Streetscape Improvements, a copy of which is attached, having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver the Agreement in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 2.

Funds in the amount of \$810,145.00 shall be accepted, budgeted and appropriated to the Eastside Pedestrian, Parking and Streetscape Improvements Project, CI1914.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

Approved on _____.

Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk

INTERGOVERNMENTAL AGREEMENT

(East Side Pedestrian, Parking and Streetscape Improvements)

THIS AGREEMENT is entered and is effective this ___ day of March 2025 (“Effective Date”) between Pueblo County, a political subdivision of the State of Colorado, (“County”) and the City of Pueblo, a Colorado municipal corporation and a home-rule municipality (“City”) (collectively, the “Parties”).

WITNESSETH:

WHEREAS, on November 8, 2016 Pueblo County ("County") voters passed Ballot Question 1A, which allows the County to collect, retain and spend all revenue from all sources notwithstanding the limitations of Article X, Section 20 of the Colorado Constitution ("TABOR") or other law and utilize revenues from expiring Tax Incentive Agreements ("TIA") in the amount of approximately \$66 million to fund an initial list of 20 specific community improvement projects, and a list of projects as modified or supplemented from time to time, now formally known as the Capital Improvement Program ("CIP"); and

WHEREAS, Pueblo County has conducted an analysis surrounding a proposed financing utilizing Certificates of Participation and the TIA revenues, determining that financing is possible to support funding of 15 specific community improvement Projects in the CIP beginning in 2018, including the East Side Pedestrian, Parking and Streetscape Project which consists of a research and planning study to identify specific improvements that support pedestrian activity, parking and enhance streetscaping for certain streets on the East Side of the City of Pueblo which neighborhood is more particularly identified as being bounded by 4th St./Colorado State Highway 96 on the South, U.S. Highway 50 on the East and North, and I-25/Fountain Creek on the West, as are to be more specifically identified by City, a design phase and thereafter the construction of specific improvements identified in the planning study and the design. The planning and design phase is hereinafter referred to as “Project”; and

WHEREAS, the City and County entered into an Intergovernmental Agreement, dated October 17, 2019, for the planning and design phase wherein the County provided \$100,000 from the 1A funds and amended said IGA to provide additional 1A funding in the amount of \$89,855.00 to complete the engineering and design work; and

WHEREAS, the Parties anticipated to enter into a subsequent Intergovernmental Agreement covering the balance needed for the construction of improvements and now desire to enter into this Agreement for the construction phase, hereinafter the “Project”; and

WHEREAS, the estimated cost of the construction improvements for the Project includes parking and landscape improvements around the El Centro de Quinto Sol Park including establishing new angled parking by installing new curb, gutter, sidewalk, and pavement around the park, as well as new ADA compliant curb ramps, Pedestrian lighting, turf replacement and tree relocations in amount of \$810,145.00; and,

WHEREAS, Pueblo County desires to provide \$810,145.00 from the 1A funds for the Construction Phase Project currently; and

EXECUTION COPY

Pueblo County desires to provide \$810,145.00 from the 1A funds to pay for the Project subject to and in accordance with the provisions of this written Agreement.

NOW THEREFORE, in consideration of the promises, conditions and covenants set forth herein the Parties mutually agree as follows:

1. SPECIFIC PROVISIONS:

- 1.1 The County agrees to provide the City an amount not to exceed \$810,145.00 for the purpose of completing the Project. The Project includes parking and landscape improvements around the El Centro de Quinto Sol Park located at 609 E. 6th Street, Pueblo, Colorado, including establishing new angled parking by installing new curb, gutter, sidewalk, and pavement around the park, as well as new ADA compliant curb ramps, Pedestrian lighting, turf replacement and tree relocations. The Parties understand that the County's obligation under this Agreement is only to fund the Project and it is the City's obligation to complete the Project. The City shall bear all risk and responsibility related to completing the same.
- 1.2 The City will act as the sole manager of the Project on behalf of the Parties. As such, the City will determine the method and manner in which the Project is completed, in accordance with its internal policies and procedures. However, the City must complete the Project in its entirety on or before December 31, 2025. City hereby represents and warrants to County that it will commit the human and other resources necessary to undertake and perform its obligations under this agreement and within the time period specified. City further acknowledges and intends that County rely upon this representation and warranty. Notwithstanding the foregoing, Project completion is a precedent to further County funding of the costs of construction of the improvements which are the subject of this Project.
- 1.3 The City shall provide written quarterly updates to the County regarding the progress of the Project and shall include copies of invoices submitted to and paid by City for the Project. The City will publicly promote the Project and periodically inform the public about the Project. County, at its expense, shall be allowed to post a sign(s) at the project site indicating that the improvements are funded by County Ballot Question 1A Funds.
- 1.4 Title to planning and design work product related to the Project shall vest in the City.
- 1.5 County received the proceeds from the issuance of debt on June 27, 2019. County will forward to City the Sum of \$810,145.00 in calendar year 2025 in accordance with the further provisions of this Agreement.

EXECUTION COPY

1.6 Within a period not to exceed sixty (60) days after the Effective Date of this Agreement, City shall submit to County a detailed scope of the work elements to be undertaken on the Project, and a proposed budget of the agreed upon sum among the specific project work elements. The obligation of County to pay over the agreed upon sum to City shall be contingent upon the final approval by the Board of County Commissioners of the submittals required by this subsection.

County agrees to consider and take final action on the submittals within thirty (30) days of its receipt of a complete set of the required submittals. City agrees to make its representative(s) available to answer any questions the County may have on the submittals. In the event the City fails to make the required submittals within the period of time specified, County may, but shall not be required to, suspend or terminate this Agreement in order to redirect the funds to another project or projects in the CIP.

2. TERM AND TERMINATION:

The term of this Agreement shall begin on the Effective Date and, unless sooner terminated as provided herein, it will terminate on December 31, 2025.

3. CITY CONTRIBUTIONS:

City agrees that the funds committed by County pursuant to this agreement are intended by County to be, in addition to and not in substitution or replacement of, any monies previously committed or agreed to be committed by City to the project. City staff will participate and contribute to the Project planning and design team. In addition, City shall, at its sole and separate expense, maintain and carry forward the work product upon completion of the Project. City may also pursue additional funding for all of the components of the Project through applications for grants from GoCo and/or the Colorado Department of Local Affairs.

4. OTHER:

4.1 The City shall bear all risk and responsibility related to compliance with Article X, Section 20 of the Colorado Constitution ("TABOR") or other law which is applicable to the transactions described in this Agreement.

4.2 This Agreement constitutes the entire Agreement between the Parties and supersedes all prior and contemporaneous agreements, representations and understandings between them. This Agreement shall be construed and enforced according to the laws of the State of Colorado. No alterations, amendments, changes or modifications to this Agreement shall be valid unless they are contained in writing and executed by all Parties.

4.3 This Agreement shall be binding and inure to the benefit of the Parties to it and their respective legal representatives, successors and assigns. Any delegation or assignment of this Agreement by either Party without the prior written consent of

EXECUTION COPY

the other Party shall be void. The subject headings of the paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of its provisions.

- 4.4 Except as set forth elsewhere in this paragraph, all notices to be given in this Agreement shall be made in writing and shall be sufficient if delivered personally due to the need for timely transmission of information or by Certified Mail to the other party at the following addresses:

Pueblo County Department of Budget and Finance
Pueblo County Courthouse
215 West 10th Street
Pueblo, CO 81003

With a copy to:

Pueblo County Attorney's Office
Pueblo County Courthouse
215 West 10th Street, Room 312
Pueblo, CO 81003

And

Mayor's Office
#1 City Hall Place, 2nd Floor
Pueblo, CO 81003

With a copy to:

Director of Planning and Development
211 East D Street
Pueblo, CO 81003

With an additional copy to:

City Attorney's Office
#1 City Hall Place, 3rd Floor
Pueblo, CO 81003

- 4.5 GOOD FAITH: The Parties shall implement this Agreement in good faith including acting in good faith in all matters that require joint or coordinated action.

EXECUTION COPY

- 4.6 STATUS OF PARTIES: The Parties will perform their duties under this Agreement independent from each other. Neither Party, nor any employee, officer or agent thereof, will be considered to be an agent or employee of the other Party for any purpose whatsoever.
- 4.7 NO THIRD-PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity
- 4.8 LEGAL AUTHORITY: The Parties assure that they possess the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement. The person or persons signing and executing this Agreement do hereby warrant that he/she or they have been fully authorized to execute this Agreement and to validly and legally bind their principals to all the terms, performances and provisions herein set forth.
- 4.9 SURVIVAL OF CERTAIN CONTRACT TERMS: Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement which may require continued performance or compliance beyond the termination date of this Agreement and shall survive such termination date and shall be enforceable by the Parties.
- 4.10 LIABILITY AND INSURANCE: As between the City and County, City (as the owner of the Project work product) agrees to assume the risk of personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the use of the project elements funded by County 1A dollars or by the conditions created thereby; provided, however, that nothing in this paragraph 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 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.* City shall provide and maintain Workers' Compensation insurance coverage or self-insurance on its employees complying with the requirements of State law.

{SIGNATURE PAGE TO FOLLOW}

EXECUTION COPY

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement the day and year first written above.

ATTEST:

COUNTY OF PUEBLO

By: Candace Rivin
Clerk to the Board

By: [Signature]
Chair, Board of County Commissioners

Date: 3/20/2025

ATTEST:

CITY OF PUEBLO

By: _____
City Clerk-
Marissa Stoller

By: _____
Mayor
Heather Graham

Date: _____

[SEAL]

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: Cynthia Mitchell
County Attorney
Cynthia Mitchell

By: _____
City Attorney-
Carla Sikes

RESOLUTION NO. 25-068

**THE BOARD OF COUNTY COMMISSIONERS
OF PUEBLO COUNTY, COLORADO**

**APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN PUEBLO COUNTY,
COLORADO AND THE CITY OF PUEBLO FOR THE CITY OF PUEBLO EAST SIDE
PEDESTRIAN PARKING AND STREETScape IMPROVEMENTS PROJECT**

WHEREAS, Colorado Constitution Article XIV, Section 18 (2)(a), and C.R.S. § 29-1-203, as amended, authorize Pueblo County and the City of Pueblo ("City") to cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each, and any such contract may provide for the sharing of costs; and

WHEREAS, by Resolution No. 19-274, dated September 26, 2019, this Board entered into an Intergovernmental Agreement with the City of Pueblo whereby the County agreed to provide funding to the City of Pueblo from Pueblo County's 2016 Ballot Question IA Capital Improvement Program for construction improvements to the City of Pueblo East Side Pedestrian Parking and Streetscape Improvements Project ("Project"); and

WHEREAS, the City of Pueblo has completed the planning and design phase of the Project and desires to enter into a subsequent Intergovernmental Agreement covering the balance needed for the construction of improvements; and

WHEREAS, Pueblo County will provide \$810,145.00 from the 1A funds for the construction improvements for the Project; and

WHEREAS, the parties desire to enter an Intergovernmental Agreement for the Construction Phase of the East Side Pedestrian, Parking and Streetscape Improvements Project.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pueblo County, Colorado, that the Intergovernmental Agreement between Pueblo County, Colorado, and the City of Pueblo, for the funding of the East Side Pedestrian Parking and Streetscape Improvements Project, the terms and conditions of which are incorporated herein by this reference, is hereby approved and the Chair is hereby authorized to execute the same on behalf of Pueblo County.

PASSED AND ADOPTED this 20th day of March 2025, in Pueblo County, Colorado.

**THE BOARD OF COUNTY COMMISSIONERS
OF PUEBLO COUNTY, COLORADO**

By: 

Zach Swearingen, Chair

ATTEST:

By: 

Candace Rivera, County Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: April 14, 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 ASSISTANCE AMENDMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY IN THE AMOUNT OF \$250,000, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$250,000 INTO PL2501 RELATING TO THE EPA BROWNFIELDS MULTIPURPOSE GRANT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves an Assistance Amendment which amends the budget to add additional grant funds from the U.S. Environmental Protection Agency (EPA), Grant Award No. 00I02100-1, in the amount of \$250,000.

PREVIOUS COUNCIL ACTION:

City Council passed ORD 10885 on January 27, 2025 which approved a Cooperative Agreement with the U.S. EPA, created project number PL2501 and budgeted and appropriated \$750,000 for the Project.

BACKGROUND:

The purpose of the Project is to conduct environmental assessments, hazardous materials reports, planning studies and cleanup planning for sites and corridors in the City of Pueblo. Specifically, the grant will conduct at least one cleanup of the City-owned El Centro del Quinto Sol Recreation Center. The grant also allows for broad redevelopment planning related to contamination and environmental justice in Pueblo's low- and moderate-income designated neighborhoods. This is the final amendment to bring the total project amount to the total grant award of \$1,000,000.

FINANCIAL IMPLICATIONS:

The funding source for the EPA Brownfields Multi-purpose Grant Project:

U.S. Environmental Protection Agency - Grant Award No. 00I02100-1
\$250,000

This Project will require staff time from the Planning and Finance Departments for grant management and consultant oversight. The total grant award is \$1,000,000. The initial \$750,000 was budgeted and appropriated with ordinance ORD 10885 on January 27, 2025. With this action, the remaining \$250,000 will be added to the existing Project. There is no city matching fund requirement for this grant.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

The City is forming a Brownfields Advisory Committee, made up of business owners, citizens, non-profit organizations, as well as local state agencies involved in public health and redevelopment. The grant will focus environmental assessments and redevelopment efforts within the low-and moderate-income designated neighborhoods, that primarily include Bessemer, East Side, and Downtown/West Side. Funds are also available for neighborhood wide, or site-specific, planning and redevelopment strategies.

ALTERNATIVES:

If the funding and Supplemental Cooperative Agreement are not approved, the Project will not be completely funded.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Assistance Amendment-OMB Form 00I02100-1

ORDINANCE NO.

AN ORDINANCE APPROVING AN ASSISTANCE AMENDMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY IN THE AMOUNT OF \$250,000, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$250,000 INTO PL2501 RELATING TO THE EPA BROWNFIELDS MULTIPURPOSE GRANT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Cooperative Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the U.S. Environmental Protection Agency (EPA), Grant Award No. 00102100-1, a copy of which is attached, having been approved to form by the City Attorney, is hereby approved.

SECTION 2.

Subject to encumbrances by the EPA, funds from Grant Award No. 00102100-1 in the amount of \$250,000 are hereby budgeted and appropriated into Project PL2501 for the EPA Brownfields Multi-Purpose Grant.

SECTION 3.

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

SECTION 4.

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

	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment	GRANT NUMBER (FAIN): 00102100 MODIFICATION NUMBER: 1 PROGRAM CODE: 4B	DATE OF AWARD 02/06/2025
		TYPE OF ACTION Augmentation: Increase	MAILING DATE 02/11/2025
		PAYMENT METHOD: ASAP	ACH# 80429
		RECIPIENT TYPE: Municipal	
RECIPIENT: CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION DEPARTMENT OF FINANCE PUEBLO, CO 81003-3488 EIN: 84-6000615		PAYEE: CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION 211 East Pueblo, CO 81003-3488	
PROJECT MANAGER Scott Hobson 211 E D Street PUEBLO, CO 81003 Email: shobson@pueblo.us Phone: 719-553-2259		EPA PROJECT OFFICER Ted Lanzano Email: Lanzano.Ted@epa.gov Phone: 303-312-6596	
		EPA GRANT SPECIALIST John Hurla Grants, Acquisitions and Inter-Agency 1595 Wynkoop St Denver, CO 80202-1129 Email: hurla.john@epa.gov Phone: 303-312-7047	
PROJECT TITLE AND EXPLANATION OF CHANGES Pueblo Y Zone Multipurpose This amendment increases the federal obligated amount to City of Pueblo by \$250,000 and brings the total federal funds awarded from \$750,000 to \$1,000,000. Administrative terms and conditions have been updated. Programmatic terms and conditions remain the same.			
BUDGET PERIOD 10/01/2024 - 09/30/2029	PROJECT PERIOD 10/01/2024 - 09/30/2029	TOTAL BUDGET PERIOD COST \$ 1,000,000.00	TOTAL PROJECT PERIOD COST \$ 1,000,000.00
NOTICE OF AWARD			
<p>Based on your Application dated 11/09/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 250,000.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 1,000,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p>			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA, Region 8, Environmental Protection Agency, Region 8 1595 Wynkoop Street Denver, CO 80202-1129		ORGANIZATION / ADDRESS U.S. EPA, Region 8, Environmental Protection Agency, Region 8 R8 - Region 8 1595 Wynkoop St Denver, CO 80202-1129	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Lindsay Seeger			DATE 02/06/2025

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 750,000	\$ 250,000	\$ 1,000,000
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 750,000	\$ 250,000	\$ 1,000,000

Assistance Program	Statutory Authority	Regulatory Authority
66.818 - Brownfields Multipurpose, Assessment, Revolving Loan Fund, and Cleanup Cooperative Agreements	CERCLA: Secs. 104(k)(2) & 104(k)(5)(e) & Infrastructure Investment and Jobs Act (IIJA) (PL 117-58)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2508PBB010	25	E4SD	08P0AG7	000D79X89	4114	-	-	\$ 250,000
									\$ 250,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 0
2. Fringe Benefits	\$ 0
3. Travel	\$ 6,000
4. Equipment	\$ 0
5. Supplies	\$ 0
6. Contractual	\$ 994,000
7. Construction	\$ 0
8. Other	\$ 0
9. Total Direct Charges	\$ 1,000,000
10. Indirect Costs: 0.00 % Base	\$ 0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 1,000,000
12. Total Approved Assistance Amount	\$ 1,000,000
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 250,000
15. Total EPA Amount Awarded To Date	\$ 1,000,000

Administrative Conditions

National Administrative Terms and Conditions

A. General Terms and Conditions

The General Terms and Conditions of this agreement are updated in accordance with the link below. However, these updated conditions apply solely to the funds added with this amendment and any previously awarded funds not yet disbursed by the recipient as of the award date of this amendment. The General Terms and Conditions cited in the original award or prior funded amendments remain in effect for funds disbursed by the recipient prior to the award date of this amendment.

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2024-or-later>

These terms and conditions are binding for disbursements and are in addition to or modify the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

B. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and the Grants Specialist listed on this award.
- MBE/WBE reports (EPA Form 5700-52A): the Grants Specialist listed on this award.
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: EPA Project Officer and Grants Specialist listed on this award.
- Payment requests (if applicable): EPA Project Officer and Grants Specialist listed on this award.
 - Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: EPA Project Officer listed on this award.

Programmatic Conditions

All Programmatic Conditions Remain the Same



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: April 14, 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 AN OPTION TO PURCHASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO ECONOMIC DEVELOPMENT CORPORATION, A COLORADO NONPROFIT CORPORATION, RELATING TO A FUTURE JOB CREATING CAPITAL IMPROVEMENT PROJECT

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign an Option to Purchase Agreement with the Pueblo Economic Development Corporation ("PEDCO") relating to a future job creating capital improvement project.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

PEDCO is currently in confidential negotiations with an out-of-state corporation which is considering the construction of a large manufacturing facility to be located in the St. Charles Industrial Park. The prospective employer has asked for assurances from PEDCO and the City that if the Pueblo site is selected, 300 acres of land will be available in the St. Charles Industrial Park for construction of the manufacturing facility.

FINANCIAL IMPLICATIONS:

The attached agreement gives PEDCO a 180 day option to purchase 300 acres of land located in the St. Charles Industrial Park for its appraised value, provided that the land is subsequently transferred to an employer who will provide primary jobs to local residents to be set forth in an Employment Agreement acceptable to the Mayor and City Council.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

A no-action alternative may cause the prospective employer to select another site for its manufacturing facility.

RECOMMENDATION:

The PEDCO board recommends approval of this Ordinance.

ATTACHMENTS:

1. Option to Purchase Real Estate Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN OPTION TO PURCHASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO ECONOMIC DEVELOPMENT CORPORATION, A COLORADO NONPROFIT CORPORATION, RELATING TO A FUTURE JOB CREATING CAPITAL IMPROVEMENT PROJECT

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

SECTION 1.

The Option to Purchase Agreement (“Agreement”) dated April 28, 2025 between the City of Pueblo and the Pueblo Economic Development Corporation, a copy of which is attached hereto and incorporated herein by this reference, having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver said Agreement in the name of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement which are necessary or appropriate to implement 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

OPTION TO PURCHASE REAL ESTATE AGREEMENT

THIS OPTION TO PURCHASE REAL ESTATE AGREEMENT (“Agreement”) is made this 28th day of April 2025, between the City of Pueblo, a Colorado municipal corporation (hereinafter referred to as “Owner”), and the Pueblo Economic Development Corporation, a Colorado nonprofit corporation (hereinafter referred to as the “Purchaser”). Owner and Purchaser may be referred to individually as “Party” or collectively as the “Parties”.

WHEREAS, Purchaser desires to have the exclusive right and option (the “Option”) to purchase certain real property owned by Owner in Pueblo County, Colorado as fully described in Exhibit A, attached hereto and incorporated by this reference (hereinafter the “Property”); and

WHEREAS, the Owner is willing to grant this Option to the Purchaser.

NOW THEREFORE, the Owner, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration received from the Purchaser, the receipt and adequacy of which are hereby acknowledged, Owner hereby grants to Purchaser an exclusive option to purchase the Property, as fully described in the attached Exhibit A, upon the following terms and conditions:

1. Option Period: This Option shall commence on April 28, 2025, and shall remain in effect until midnight on October 28, 2025.

2. Exercise of Option: This Option may be exercised by Purchaser at any time during the Option Period, by written notice to Owner which shall be given by personal delivery, or by certified mail, postage prepaid using the United States Postal Service, or by using a reputable national overnight courier service as follows:

City of Pueblo
Attn: Mayor
1 City Hall Place, Second Floor
Pueblo, CO 81003

with a copy to:

City Attorney
1 City Hall Place, Third Floor
Pueblo, CO 81003

Said notice shall be deemed delivered on the day on which personal delivery is made, or three (3) days after deposit in the mail in the case of registered or certified mail, or on the date of delivery if made by overnight courier service.

3. Purchase Price: The total purchase price for the Property shall be the appraised value as determined by a licensed appraiser mutually acceptable to the Owner and Purchaser. Any contract for the ultimate purchase of the Property is conditioned upon acceptance and approval by Pueblo

City Council. Failure to approve a future Contract to Buy and Sell the Property shall not be a breach of this Agreement.

4. Condition of Property: Owner disclaims any and all warranties with respect to the Property. Should Purchaser exercise this Option, Owner shall sell and convey to Purchaser, and Purchaser shall accept the Property “AS IS, WHERE IS, AND WITH ALL FAULTS.”

5. Entry unto Property: During the term of this Agreement, Purchaser, its agents, employees, contractors, and engineers, shall have the right from time to time to enter upon the Property at their own risk for the purpose of inspecting the same and conducting surveys, engineering studies, borings, soil tests, investigations, feasibility studies, and the like. Within a reasonable time after such entries Purchaser shall, to the extent practicable, restore the Property to its prior condition.

6. Failure to Exercise Option: If for any reason Purchaser does not exercise this Option within the time allowed all obligations under this Agreement shall terminate and Owner shall be entitled to keep the option money without accounting to Purchaser therefor.

7. Liability of Owner: In consideration of Owner entering into this Agreement, Purchaser waives and discharges Owner, its officers, agents, employees, and representatives from any and all monetary damages for breach of this Agreement. In the event of an alleged breach of this Agreement by Owner, Purchaser’s sole and exclusive remedy shall be to bring an equitable action for specific performance in the District Court of Pueblo, Colorado.

8. No Third-Party Liability: The provisions of this Agreement are for the benefit of Owner and Purchaser only and are not for the benefit of any third-party and accordingly, no third-party shall have the right to enforce any of the provisions of this Agreement.

9. Governing Law and Venue: This Agreement shall be construed in accordance with and be governed by the laws of the state of Colorado without regard to conflict of law principles. Exclusive venue shall be in Pueblo County District Court.

10. Waiver of Jury Trial and Attorney Fees: To the extent permitted by law, Owner and Purchase each knowingly and voluntarily waiver their rights to a trial by jury for any claims brought pursuant to this Agreement. In the event a civil action is filed regarding the terms of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred, including reasonable attorneys’ fees.

11. Assignability: It is expressly understood that the right of purchase under this Option may be assigned by Purchaser to an employer who will provide primary jobs to local residents to be set forth in a future Employment Agreement and a future Contract to Buy and Sell the Property. It is further expressly understood and acknowledged that any assignment, Employment Agreement, and Contract to Buy and Sell the Property must be approved by Pueblo City Council. Failure of Pueblo City Council to approve such agreement(s) shall not be a breach of this Agreement.

12. Counterparts and Electronic Signatures: This Agreement may be executed in two (2) or more counterparts and each such counterpart shall be deemed for all purposes to be an original and

all such counterparts shall together constitute but one and the same original. Facsimile or electronic signatures shall be allowed and considered the same as original signatures.

Executed as of the day and year first written above.

ATTEST:

CITY OF PUEBLO,
a Colorado Municipal Corporation

City Clerk

By _____
Heather Graham, Mayor

APPROVED AS TO FORM:

City Attorney

PUEBLO ECONOMIC DEVELOPMENT
CORPORATION, a Colorado nonprofit
corporation

By: _____

Print Name

Title: _____



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: April 14, 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. 15960

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: April 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: April 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Sarah Martinez, Councilor
Joe Latino, Councilor
Dennis Flores, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO PUEBLO ZOO IN THE AMOUNT OF \$2,000 TO SPONSOR THE ZOOFARI ON FRIDAY, JUNE 20, 2025, AT 5 PM AT THE PUEBLO ZOO

SUMMARY:

Attached for consideration is a request for support of the Pueblo Zoo in the amount of \$2,000 to sponsor the Zoofari on Friday, June 20, 2025 at 5 pm at the Pueblo Zoo.

PREVIOUS COUNCIL ACTION:

Council sponsored this event in 2024 for \$1,500. In previous years, City Council purchased individual tickets rather than sponsoring a table.

BACKGROUND:

City Council Members Sarah Martinez, Joe Latino, and Dennis Flores are requesting \$2,000 to sponsor the Zoofari on Friday, June 20, 2025, at 5 pm at the Pueblo Zoo. Zoofari is the most impactful fundraising opportunity for our zoo. As a sponsor, you offer a helping hand in providing the care to our treasured 300 animals, inspire the future generations of Pueblo through our outreach to almost every elementary school in the community, and grant us the opportunity to provide an unforgettable experience for the 90,000 guests that we get to connect with annually.

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 Pueblo Zoo.

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 Members Sarah Martinez, Joe Latino, and Dennis Flores.

ATTACHMENTS:

- 1.Pueblo Zoo Sponsorship Docs 2025
- 2.Colorado Secretary of State - Summary Pueblo Zoo pulled 3.18.25
- 3.2025 Contingencies (Council) Zoofari

RESOLUTION NO. 15961

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO PUEBLO ZOO IN THE AMOUNT OF \$2,000 TO SPONSOR THE ZOOFARI ON FRIDAY, JUNE 20, 2025, AT 5 PM AT THE PUEBLO ZOO

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 Pueblo Zoo to sponsor the Zoofari on Friday, June 20, 2025, at 5 pm at the Pueblo Zoo.

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: April 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



February 25, 2025

Heather Graham
City of Pueblo
1 City Hall Pl
Pueblo, CO 81003

Hello Pueblo Zoo Supporter,

We are excited to invite you back for another year of Zoofari on **Friday, June 20, 2025, from 5 p.m. to 8 p.m.** As you remember, Zoofari is a fundraiser unlike any other that you will experience. Our annual gala includes Behind the Scenes experiences, tours of our grounds, a silent auction, and a live auction with items that cannot be bid on anywhere else in town. It is through your support that all of this is possible!

Zoofari is the most impactful fundraising opportunity for our zoo. As a sponsor, you offer a helping hand in providing the care to our treasured 300 animals, inspire the future generations of Pueblo through our outreach to almost every elementary school in the community, and grant us the opportunity to provide an unforgettable experience for the 90,000 guests that we get to connect with annually.

Last year, you sponsored Zoofari at the **Leadership** level. We hope you will consider an equal or greater pledge for this year. The “garden party” format has been a crowd favorite as attendees love the freedom to mingle and visit the zoo in a stunning outdoor setting surrounded by our favorite critters. Not to worry though, ample seating is available. By sponsoring this event, you will receive guest tickets so you can not only enjoy the festivities, but also mingle and network with a vibrant crowd of movers and shakers. The attached sheet provides more information about the event, sponsorship levels, and all of your benefits.

We thank you for your consideration and continued support of the Pueblo Zoo. It is both the work of the zoo and the generosity of our community - members just like you! - that brings us the Zoonity that we so cherish. If you have questions or need more information, please call (719) 561-1452 ext. 106 or email asmith@pueblozoo.org. If you are ready to reserve your spot, please complete and return the enclosed card by April 11, 2025.

Sincerely,



Abigail Krause, Executive Director

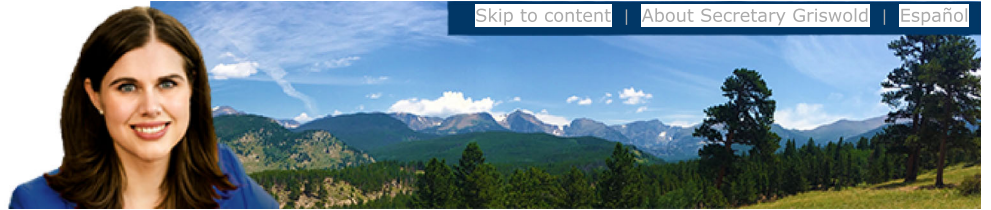
The Pueblo Zoo is a registered 501(c)3 non-profit organization (Tax ID 84-0723360). All contributions are tax-deductible less value of tickets received.



June 20, 2025

Join community leaders, influencers and philanthropists at the zoo's signature gala-style fundraiser. With a distinct flavor and vibe, this outdoor event is in mid-June and features behind the scenes tours, live music, a variety of food choices, open bar, and robust live and silent auctions.

Sponsor Benefits	Premier \$3,000	Leadership \$1,500	Supporter \$750	Friend \$400
Zoofari Program Recognition	✓	✓	✓	✓
Recognition on Event Signage	✓	✓		
Recognition in ZooNews Mailed to 2,600 Households	✓	✓		
Recognition in Monthly eNews (12,000 subscribers)	✓	✓	✓	✓
Recognition on Zoo Website	✓	✓	✓	
Zoofari Tickets	16	8	4	2
Complimentary Day Passes to the Pueblo Zoo	16	8	4	2



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Summary

Charitable organization			
Name	PUEBLO ZOOLOGICAL SOCIETY		
Other names (DBAs)	PUEBLO ZOO		
Status	Good as of 08/01/2024		
Expires on	08/15/2025	Initial registration	05/17/2002
Registration #	20023003310	Established	11/10/1976, Colorado
EIN	84-0723360	Form	Corporation
Street	3455 NUCKOLLS AVENUE, PUEBLO, CO 81005		
Mailing			
County	PUEBLO		
Phone	719-561-1452X104		
Website	WWW.PUEBLOZOO.ORG		
NTEE codes	ANIMALS; ARTS, CULTURE & HUMANITIES		
Charitable purpose	THE MISSION OF THE PUEBLO ZOOLOGICAL SOCIETY IS TO EMPOWER PEOPLE TO ENGAGE IN CONSERVATION OF ANIMALS AND THEIR NATURAL HABITAT.		
Tax-exempt code	501(C)(3)		
Donations tax deductible?	Yes		
Three-year data			
	12/31/2021	12/31/2022	12/31/2023
Revenue	\$2,521,827.00	\$2,405,941.00	\$2,788,572.00
Expenses	\$2,361,239.00	\$2,590,003.00	\$2,930,135.00
Assets	\$5,322,297.00	\$5,322,297.00	\$5,329,464.00
Liabilities	\$336,498.00	\$5,276,060.00	\$536,790.00
Program services to total expenses	83%	About financial ratios	
Fundraising expenses to contributions	4%		
Actions			
Fines			
Get certificate of registration			
History			
Search IRS Exempt Organizations Select Check			
Subscribe to email notifications			
Unsubscribe from email notifications			



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: April 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Brett Boston, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO THE LATINO CHAMBER OF COMMERCE IN THE AMOUNT OF \$1,000 TO SPONSOR THE 5TH ANNUAL 40 UNDER 40 EMERGING LEADERS AWARDS CEREMONY ON SATURDAY, JUNE 14, 2025, IN THE OCCHIATO BALLROOM AT COLORADO STATE UNIVERSITY PUEBLO AT 6:00 PM

SUMMARY:

Attached for consideration is a request for support of the Latino Chamber of Commerce in the amount of \$1,000 to sponsor the 5th Annual 40 Under 40 Emerging Leaders Awards Ceremony on Saturday, June 14, 2025, in the Occhiato Ballroom at Colorado State University Pueblo at 6:00 pm.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Member Brett Boston is requesting sponsorship of the 5th Annual 40 Under 40 Emerging Leaders Awards Ceremony on Saturday, June 14, 2025 in the Occhiato Ballroom at Colorado State University Pueblo at 6:00 pm. This event honors individuals who are viewed as up-and-coming leaders, have demonstrated exceptional accomplishments in their field of work or study, and have earned other awards, honors, and accreditations.

Founded in 1979, the Latino Chamber of Commerce of Pueblo was created to serve as a voice for the fast-growing Hispanic business community and has since evolved to serve as the needed voice for small business development in Southern Colorado. The

Chamber's primary goal is to help individuals and companies accelerate growth and success.

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 Latino Chamber of Commerce.

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:

- 1.2025 40 Under 40 Emerging Awards Sponsor Sheet
- 2.Colorado Secretary of State - Organization Record Confirmation Latino Chamber of Commerce pulled 3.18.25
- 3.2025 Contingencies (Council) Latino Chamber 40 Under 40

RESOLUTION NO. 15962

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO THE LATINO CHAMBER OF COMMERCE IN THE AMOUNT OF \$1,000 TO SPONSOR THE 5TH ANNUAL 40 UNDER 40 EMERGING LEADERS AWARDS CEREMONY ON SATURDAY, JUNE 14, 2025, IN THE OCCHIATO BALLROOM AT COLORADO STATE UNIVERSITY PUEBLO AT 6:00 PM

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 Latino Chamber of Commerce to sponsor the 5th Annual 40 Under 40 Emerging Leaders Awards Ceremony on Saturday, June 14, 2025, in the Occhiato Ballroom at Colorado State University Pueblo at 6:00 pm.

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: April 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

40 UNDER 40 EMERGING LEADERS AWARDS



The Latino Chamber of Commerce is proud and excited to host the **5th Annual 40 Under 40 Emerging Leaders Awards Ceremony** on Saturday, June 14th in our great community. The awardees are individuals who are viewed as up and coming leaders, have demonstrated exceptional accomplishments in their field of work or study, and have earned other awards, honors, and accreditations. Please join us as a sponsor to help recognize Southern Colorado's emerging leaders!

PLATINUM | \$4,200 (EXCLUSIVE)

- (1) Reserved corporate table of 10 seats near the stage
- Up to a two-minute video played during the event (provided by sponsor)
- 5-minute welcome remarks during the event
- Full-page advertisement in the event program (provided by sponsor)
- Sponsor signage/banner/pop up displayed during the event
- Media recognition on all 40 Under 40 print/digital advertising as a Platinum Sponsor
- Sponsor's promotional items placed on tables during the event
- Sponsor name/logo featured in the presentation & on table signs
- Dedicated display table of resources and materials during the event
- Sponsor name/logo on formal mailed invitation
- Exclusive social media post highlighting the sponsor
- Exclusive invitation to private Award Honorees Reception prior to the event
- Sponsor name/logo recognition & weblink on Chamber's website homepage

**\$500 OFF
ORDER BY
MARCH
1ST**

GOLD | \$3,200

- (1) Reserved corporate table of 10 seats near the stage
- Up to a two-minute video played during the event (provided by sponsor)
- 3-minute welcome remarks during the event
- Full-page advertisement in the event program (provided by sponsor)
- Sponsor signage/banner/pop up displayed during the event
- Media recognition on all 40 Under 40 print/digital advertising as a Gold Sponsor
- Sponsor name/logo featured in the presentation & on table signs
- Sponsor name/logo on formal mailed invitation
- Exclusive social media post highlighting the sponsor
- Sponsor name/logo recognition & weblink on Chamber's website homepage

SILVER | \$2,200

- (1) Reserved corporate table of 10 seats
- Up to a two-minute video played during the event (provided by sponsor)
- Half-page advertisement in the event program (provided by sponsor)
- Media recognition on all 40 Under 40 print/digital advertising as a Silver Sponsor
- Sponsor name/logo featured in the presentation & on table signs
- Sponsor name/logo on formal mailed invitation
- Exclusive social media post highlighting the sponsor
- Sponsor name/logo recognition & weblink on Chamber's website homepage

TROPHY | \$2,200

- 2 Reserved seats for the event
- Sponsor name/logo featured on all event award trophies
- Media recognition on all 40 Under 40 print/digital advertising as a Trophy Sponsor
- Company representatives will be invited to pass out awards during the event
- Exclusive social media post highlighting the sponsor
- Sponsor name/logo recognition & weblink on Chamber's website homepage

BRONZE | \$1,200

- 5 Reserved seats for the event
- Half-page advertisement in the event program (provided by sponsor)
- Media recognition on all 40 Under 40 print/digital advertising as a Bronze Sponsor
- Sponsor name/logo featured in the presentation & on table signs
- Sponsor name/logo on formal mailed invitation
- Exclusive social media post highlighting the sponsor
- Sponsor name/logo recognition & weblink on Chamber's website homepage

TABLES | \$1,000

- Table of 10 seats with customized table sign for your company/family and listed in the event program and presentation

PROGRAM ADS | \$200 - \$300

- Quarter Page (4.25" x 5.5") | \$200
- Half Page (8.5" x 5.5") | \$250
- Full Page (8.5" x 11.0") | \$300

INDIVIDUAL TICKETS | \$100

All 40 Under 40 Award recipients will receive two complimentary tickets, an award with their name, personal recognition and a red carpet walk during the event, a professional photo during the event, and a 40 Under 40 event souvenir.

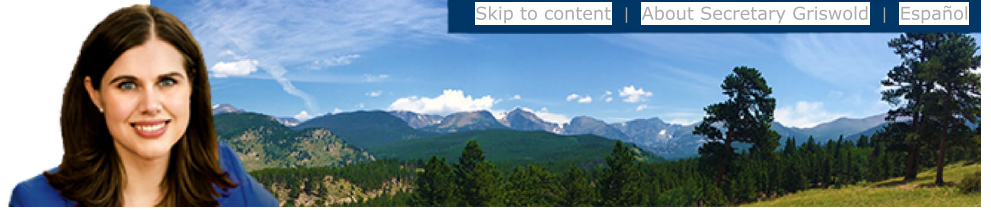
40 Under 40 Award Nominations Close March 1st!

Purchase Tickets Here



Submit Nomination Here





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Organization Record Confirmation

Review and select "Confirm" if this entity is the correct business organization.

ID Number: 19901015204
Name: LATINO CHAMBER OF COMMERCE OF PUEBLO, INC.
Principal Street Address: 215 S Victoria Ave, Pueblo, CO, 81003, US
Principal Mailing Address:

Registered Agent: Latino Chamber of Commerce of Pueblo
Registered Agent Street Address: 215 S Victoria Ave, Pueblo, CO, 81003, US
Registered Agent Mailing Address:

Status: Good Standing
Form: Nonprofit Corporation
Jurisdiction: CO
Formation Date: 1990-03-12

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[Confirm](#)



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: April 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Dennis Flores, Councilor

SUBJECT: A RESOLUTION AUTHORIZING A PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO MEMORIAL HALL IN THE AMOUNT OF \$1,900 TO SPONSOR THE HALL RENTAL FOR PUEBLO HAS TALENT ON SUNDAY, MAY 18TH, 2025

SUMMARY:

Attached for consideration is a request for support of a hall rental for Pueblo Has Talent in the amount of \$1,900 to sponsor Pueblo Has Talent on Sunday, May 18th, 2025.

PREVIOUS COUNCIL ACTION:

Council supported this event in 2024 for \$3,800, in 2019 for \$3,000, in 2020 for \$5,198, and in 2022 for \$5,198.

BACKGROUND:

City Council Member Dennis Flores is requesting \$1,900 to sponsor Memorial Hall rental for Pueblo Has Talent on Sunday, May 18th, 2025. Southern Colorado Community Connections is requesting sponsorship of the cost of use of Memorial Hall for the 2024 Pueblo Has Talent performance. For nine years now, Pueblo Has Talent has provided a platform for local and regional entertainment artists to serve out generous portions of outstanding entertainment while demonstrating skill and creativity. This community event has been successful at encouraging, motivating, and assisting the many young and old contestants and inspiring the onlookers. This amount would cover the venue rental and would be paid directly to Memorial Hall.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of \$1,900 would be paid from the Council Contingencies Account in the 2025 General Fund Budget to Memorial Hall.

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 Dennis Flores.

ATTACHMENTS:

- 1.Pueblo Has Talent 2025 Anticipated Expenses
- 2.2025 Contingencies (Council) Pueblo Has Talent

RESOLUTION NO. 15963

A RESOLUTION AUTHORIZING A PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO MEMORIAL HALL IN THE AMOUNT OF \$1,900 TO SPONSOR THE HALL RENTAL FOR PUEBLO HAS TALENT ON SUNDAY, MAY 18TH, 2025

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$1,900 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to Memorial Hall for Pueblo Has Talent on Sunday, May 18th, 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: April 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



Anticipated Expense Worksheet

Group: Pueblo Has Talent
Event Dates: Sunday, May 18th, 2025
Group Contact: Jesse Sena
Event Type: Pueblo Community Talent Show

Number of Days	Space	Rate	Total
1	Memorial Hall 1 day rental May 19th	\$ 1,900.00	\$ 1,900.00
PMH Rental Total			\$ 1,900.00

Quantity	Production/ AV Equipment for Finals - Center Stage Entertainmnet	Rate	Total
	PHT Finals Production Cost - Breakdown of Quote Attached	\$ 1,737.98	\$ 1,737.98
Audio Visual Total			\$ 1,737.98

Quantity	Labor Estimate	Rate	Total
20	Security - 2 Guards at 5 hours per show	\$ 35.00	\$ 700.00
20	Ushers/Ticket Takers - 2 staff at 5hrs for each show	\$ 18.00	\$ 360.00
12	Box Office Staff - 1 manager at 6 hrs for each show	\$ 18.00	\$ 216.00
16	Operations Labor - Setup, Event, & Clean Up	\$ 18.00	\$ 288.00
Labor Total			\$ 1,564.00

Insurance & Ticket Info	Rate	Total
Insurance (Client may provide own insurance per contract requirements if desired.)	\$ 1.25	\$ -
Venue is exclusive for all ticket sales. \$3 Facility fee will be added to each ticket price and passed on to consumer. Venue will establish convenience fees for online and phone sales based on promoter ticket price		

Licensee Responsible for 3.5% sales total on all Credit Card Charges.
 Estimate only. Actual will depend on credit transactions.

Total Anticipated Charges **\$ 5,201.98**

The authorized signature states that you have read the entire estimate and understand that prices may vary based on actual selections.

Client's Signature: _____

Date: _____



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: April 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Dennis Flores, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO EL MOVIMIENTO SIGUE IN THE AMOUNT OF \$2,000 TO SPONSOR THE 2025 CINCO DE MAYO EVENT FROM 12-7 PM AT RAY AGUILERA PARK ON MAY 5, 2025

SUMMARY:

Attached for consideration is a request for support of El Movimiento Sigue in the amount of \$2,000 to sponsor the 2025 Cinco De Mayo event from 12-7 PM at Ray Aguilera Park on May 5, 2025.

PREVIOUS COUNCIL ACTION:

Council supported this event in 2024 and 2023 for \$2,000.

BACKGROUND:

City Council Member Dennis Flores is requesting \$2,000 to sponsor El Movimiento Sigue's 2025 Cinco De Mayo event. The 55th Annual Cinco de Mayo community event will be held on May 5, 2025, 12-7 PM pm at Ray Aguilera Park. It is a day for families, Mexican and Indigenous traditions, commemorations, and speakers. This is a family event and no liquor is sold.

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 El Movimiento Sigue.

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 Dennis Flores.

ATTACHMENTS:

- 1.2025 El Movimiento Sigue Cinco De Mayo request
- 2.Colorado Secretary of State - El Movimiento Sigue pulled 4.1.2025
- 3.2025 Contingencies (Council) El Movimiento Sigue Cinco De Mayo

RESOLUTION NO. 15964

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO EL MOVIMIENTO SIGUE IN THE AMOUNT OF \$2,000 TO SPONSOR THE 2025 CINCO DE MAYO EVENT FROM 12-7 PM AT RAY AGUILERA PARK ON MAY 5, 2025

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 El Movimiento Sigue to sponsor the 2025 Cinco De Mayo event from 12-7 PM at Ray Aguilera Park on May 5, 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: April 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

March 31, 2024

Councilman Dennis Flores
1 City Hall Place
Pueblo, CO 81003

Dear Councilman Flores:

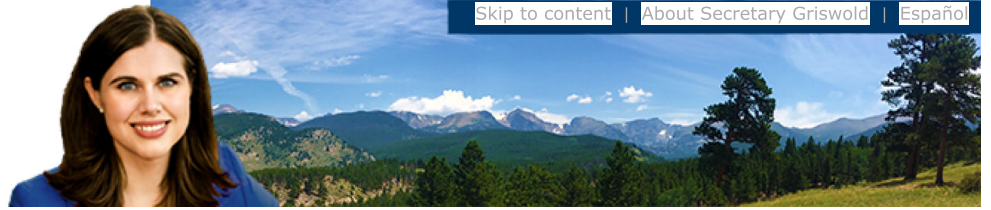
On behalf of El Movimiento Sigue (EMS), I am requesting \$2,000, for the 55th Annual Cinco de Mayo. The funds will cover the line-up of entertainment, from 12:00 p.m. to 7:00 p.m., at Ray Aguilera Park.

I would like to remind everyone that this is a community event, *no* liquor is sold. It is a day for families with: Mexican and Indigenous traditions, speakers and commemorations. In addition, there will be children's activities, vendors and a low-rider, "Show and Shine" event for the community to enjoy. We do not charge an entry fee.

We thank you for your time and consideration. Our EIN number is, 84-220463. If more information is needed, just let me know, 719-369-4108.

Sincerely,

Deborah Espinosa
Member and Volunteer
719-369-4108



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Organization Record Confirmation

Review and select "Confirm" if this entity is the correct business organization.

ID Number:	20201583802
Name:	El Movimiento Sigue, Inc.
Principal Street Address:	6 Merritt Ct, Pueblo, CO, 81001, US
Principal Mailing Address:	
Registered Agent:	Jose Ortega
Registered Agent Street Address:	6 Merritt Ct, Pueblo, CO, 81001, US
Registered Agent Mailing Address:	
Status:	Good Standing
Form:	Nonprofit Corporation
Jurisdiction:	CO
Formation Date:	2020-07-02

[Previous Page](#)

[Confirm](#)



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: April 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Brett Boston, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO THE PUEBLO LIBRARY DISTRICT IN THE AMOUNT OF \$2,000 TO SPONSOR THE 2025 THE SUMMER READING PROGRAM AND BOOK LOVERS BALL AT THE PUEBLO LIBRARY - RAWLINGS BRANCH ON OCTOBER 24TH, 2025 AT 6:30 PM

SUMMARY:

Attached for consideration is a request for support of The Pueblo Library District in the amount of \$2,000 to sponsor the 2025 Summer Reading Program and Book Lovers Ball at the Pueblo Library - Rawlings Branch on October 24th, 2025 at 6:30 PM.

PREVIOUS COUNCIL ACTION:

Council supported the Book Lovers Ball in 2017 for \$800, and in 2024 for \$1,750.

BACKGROUND:

City Council Member Brett Boston is requesting \$2,000 to sponsor the Pueblo Library District's 2025 Book Lovers Ball and Summer Reading Program. The Summer Reading Program will take place throughout the summer of 2025, and the Book Lovers Ball will be held on October 24th, 2025 at 6:30 PM.

Reading books during the summer can kick-start learning, boost test scores, build motivation and confidence all while encouraging the joy of reading. Sponsorship helps support their mission of encouraging the joy of reading, supporting lifelong learning and presenting access to information from around the world.

Proceeds from the Book Lovers Ball support the All Pueblo Reads program, promoting literacy and learning in our community. All Pueblo reads provides books to students in Pueblo schools, hosts free activities at all eight library branches, and brings a celebrated author for a free public talk in addition to the Book Lovers Ball.

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 The Pueblo Library District.

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.Pueblo Library Summer Reading and Booklovers Ball 2025
- 2.Colorado Secretary of State - Summary Charitable Org Pueblo Library District pulled 4.1.25
- 3.2025 Contingencies (Council) Pueblo Library Book Lovers Ball and Summer Reading

RESOLUTION NO. 15965

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO THE PUEBLO LIBRARY DISTRICT IN THE AMOUNT OF \$2,000 TO SPONSOR THE 2025 THE SUMMER READING PROGRAM AND BOOK LOVERS BALL AT THE PUEBLO LIBRARY - RAWLINGS BRANCH ON OCTOBER 24TH, 2025 AT 6:30 PM

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 The Pueblo Library District to sponsor the 2025 Summer Reading Program and Book Lovers Ball at the Pueblo Library - Rawlings Branch on October 24th, 2025 at 6:30 PM.

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: April 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



PUEBLO CITY-COUNTY
Library District

100 E. Abriendo Ave.
Pueblo, CO 81004-4232
(719) 562-5600
www.pueblolibrary.org

March 7, 2025

City of Pueblo
One City Hall Place
Pueblo, CO 81003

Dear Mayor Graham and Members of City Council,

Thank you for your support of Pueblo City-County Library District and your support of literacy and learning in our community. This year we would love the opportunity to partner with you again.

Enclosed within this letter are the 2025 sponsorship opportunities. This year, PCCLD will provide two key activities to our community that need support; the Booklovers Ball, a part of All Pueblo Reads, and the Summer Reading Program. Proceeds from these activities support literacy and learning in this community, helping people change their lives through reading and supporting library excellence for the residents of Pueblo County.

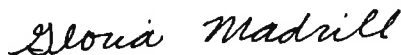
The enclosed sponsorship form features these two opportunities. You can support this worthy cause of promoting literacy by supporting any of the activities included in this packet. If you would like to support any of the activities mentioned, please return the sponsorship form enclosed in the provided envelope or email gloria.madrill@pueblolibrary.org by Friday, April 18 in order to be recognized in Summer Reading marketing material.

Thank you for your consideration and for your support of PCCLD. If you have any questions or need additional information, please contact either Gloria Madrill or Nick Potter.

Sincerely,



Nick Potter
Director of Community Relations
& Development
nick.potter@pueblolibrary.org
(719) 562-5605



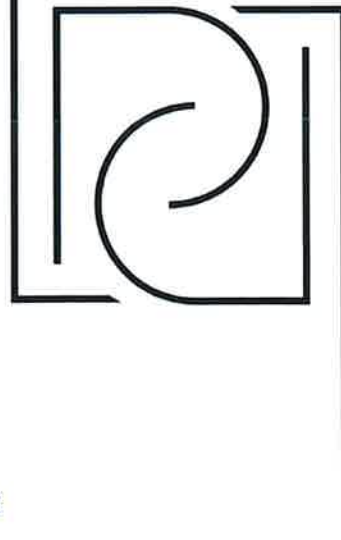
Gloria Madrill
Community Relations &
Development Specialist
gloria.madrill@pueblolibrary.org
(719) 553-0221

LIBRARIES

Barkman Library
Greenhorn Valley Library
Lamb Library
Library @ the Y
Patrick A. Lucero Library
Pueblo West Library
Rawlings Library
Tom L & Anna Marie
Giodone Library

COMMUNITY SATELLITES

Avondale Elementary School
Beulah School of Natural Sciences
CSU Pueblo Library
Pueblo Community College Library





Sponsorship form

STEP 1: Select your sponsorship level

BRONZE

Savings of \$100

\$300 for one program or \$500 for both programs

PROGRAMS YOU WOULD LIKE TO SUPPORT:

- Summer Reading
- Booklovers Ball
- Support Both Summer Reading and Booklovers Ball

- Name in three editions of the program guide
- Name on program website
- Recognition during Summer Reading Kickoff and/or Booklovers Ball
- Name on Summer Reading game board and/or Booklovers Ball marketing
- Virtual access to the Booklovers Ball and two copies of featured book**

SILVER

Savings of \$100

\$550 for one program or \$1,000 for both programs

PROGRAMS YOU WOULD LIKE TO SUPPORT:

- Summer Reading
- Booklovers Ball
- Support Both Summer Reading and Booklovers Ball

- Name in three editions of the program guide*
- Name on program website*
- Recognition during Summer Reading Kickoff and/or Booklovers Ball
- Name on Summer Reading game board and/or Booklovers Ball marketing*
- Virtual access to the Booklovers Ball and four copies of featured book**

GOLD

Savings of \$300

**\$550 for Summer Reading,
\$1,750 for Booklovers Ball or \$2,000 for both programs**

PROGRAMS YOU WOULD LIKE TO SUPPORT:

- Summer Reading
- Booklovers Ball
- Support Both Summer Reading and Booklovers Ball

- Name in three editions of the program guide*
- Name on program website*
- Recognition during Summer Reading Kickoff and/or Booklovers Ball
- Name on Summer Reading game board and/or Booklovers Ball marketing*
- Corporate table of 10 for the Booklovers Ball**

PLATINUM

Savings of \$300

**\$550 for Summer Reading,
\$2,000 for Booklovers Ball or \$2,250 for both programs**

PROGRAMS YOU WOULD LIKE TO SUPPORT:

- Summer Reading
- Booklovers Ball
- Support Both Summer Reading and Booklovers Ball

- Logo inclusion in three editions of the program guide
- Logo Inclusion on program website
- Logo inclusion on social media postings for Summer Reading Kickoff and Booklovers Ball
- Recognition during Summer Reading Kickoff and/or Booklovers Ball
- Logo inclusion on Summer Reading game board and/or Booklovers Ball marketing
- Corporate table of 10 for the Booklovers Ball**

DIAMOND

Savings of \$450

**\$550 for Summer Reading,
\$3,000 for Booklovers Ball, or \$3,100 for both programs**

PROGRAMS YOU WOULD LIKE TO SUPPORT:

- Summer Reading
- Booklovers Ball
- Support Both Summer Reading and Booklovers Ball

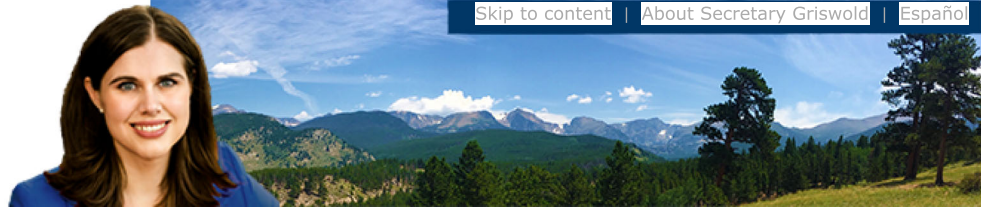
- Premium logo placement in three editions of the program guide
- Premium logo placement on program website
- Logo inclusion on social media postings for Summer Reading Kickoff and Booklovers Ball
- Recognition during Summer Reading Kickoff and/or Booklovers Ball
- Premium logo placement on Summer Reading game board and/or Booklovers Ball marketing
- Two Corporate tables of 10, 20 total seats, for the Booklovers Ball**

**Sponsorships of Summer Reading at the \$550 Silver Level or greater includes logo inclusion in place of name recognition*

***Available with sponsorship of the Booklovers Ball, a program of All Pueblo Reads, or both opportunities*



PUEBLO LIBRARY FOUNDATION



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Summary

Charitable organization			
Name	PUEBLO CITY-COUNTY LIBRARY DISTRICT		
Other names (DBAs)			
Status	Good as of 11/05/2024		
Expires on	08/15/2025	Initial registration	05/30/2008
Registration #	20083005481	Established	01/27/1969, Colorado
EIN	84-0616785	Form	LOCAL GOVERNMENT
Street	100 EAST ABRIENDO AVENUE, PUEBLO, CO 81004		
Mailing			
County	PUEBLO		
Phone	719 562-5652		
Website	PUEBLOLIBRARY.ORG		
NTEE codes	ARTS,CULTURE & HUMANITIES; EDUCATION; PUBLIC,SOCIETY BENEFIT		
Charitable purpose	PROVIDING PUBLIC LIBRARY SERVICES TO THE CITIZENS OF THE CITY AND COUNTY OF PUEBLO, COLORADO. THE POPULATION SERVED IS 169,544. THE LIBRARY DISTRICT'S WEBSITE IS PUEBLOLIBRARY.ORG.		
Tax-exempt code	501(C)(3)		
Donations tax deductible?	Yes		
Three-year data			
	12/31/2021	12/31/2022	12/31/2023
Revenue	\$14,174,700.00	\$15,963,024.00	\$14,954,363.00
Expenses	\$12,515,900.00	\$11,858,899.00	\$12,753,134.00
Assets	\$61,940,771.00	\$62,713,093.00	\$67,958,593.00
Liabilities	\$36,184,490.00	\$32,852,687.00	\$36,361,334.00
Program services to total expenses	70%		About financial ratios
Fundraising expenses to contributions	0%		

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Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: April 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Danny Nunn, Finance Director

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. 10925

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 7.

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 March 24, 2025.

Final adoption of Ordinance by City Council on April 14, 2025.

DocuSigned by:
Mark Cliff
87A0F51823AB402...

President of City Council

Action by the Mayor:

Approved on 4/15/2025 | 4:09 PM MDT.

Disapproved on _____ based on the following objections:

Signed by:
[Signature]
3A83930876CA462...

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:

7C02EB0FFC3D43C...



**Background Paper for Proposed
Action Item**

COUNCIL MEETING DATE: April 14, 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. 10926

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 March 24, 2025.

Final adoption of Ordinance by City Council on April 14, 2025.

DocuSigned by:
Mark Duff
67A4F51823AB482...

President of City Council

Action by the Mayor:

Approved on 4/15/2025 | 4:09 PM MDT

Disapproved on _____ based on the following objections:

Signed by:
[Signature]
3A85958B78CA182...

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

DocuSigned by:
[Signature]
7C02E8DFF63D48C...

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.

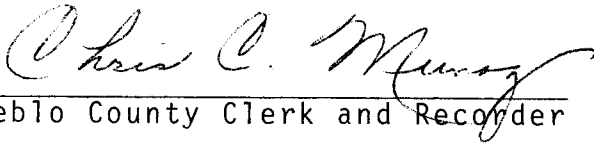
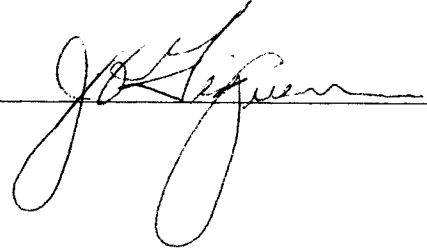
Executed the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF PUEBLO COUNTY, COLORADO

ATTEST:

By

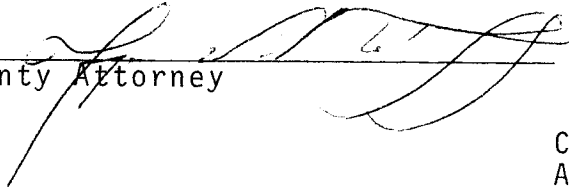
Chairman



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

Address

Social Security Number

Name

Address

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: April 14, 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. 10927

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 March 24, 2025.

Final adoption of Ordinance by City Council on April 14, 2025.

DocuSigned by:


87A4F31823AB402

President of City Council

Action by the Mayor:

Approved on 4/15/2025 | 4:09 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:

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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

By: _____
Heather Graham, Mayor

APPROVED AS TO FORM:

ATTEST:

By: _____

Attorney for Pueblo School District No. 60

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: April 14, 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: April 14, 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. 10928

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 March 24, 2025.

Final adoption of Ordinance by City Council on April 14, 2025.

DocuSigned by:
Mark Aliff
B7A1F510E3AB462...

President of City Council

Action by the Mayor:

Approved on 4/15/2025 | 4:09 PM MDT

Disapproved on _____ based on the following objections:

Signed by:
[Signature]
3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

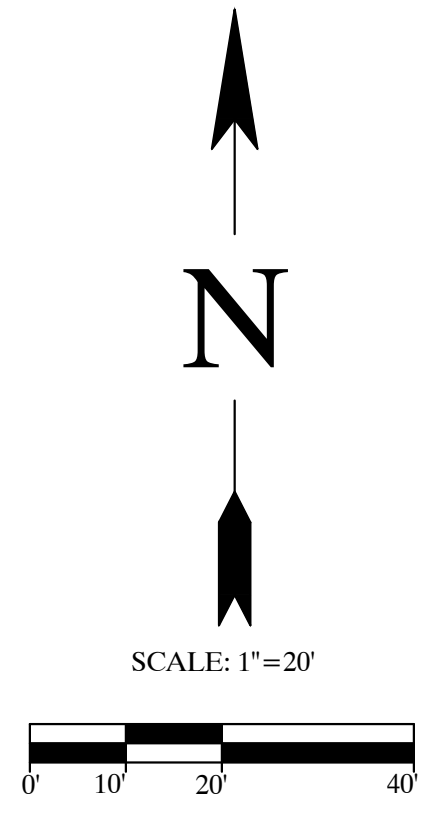
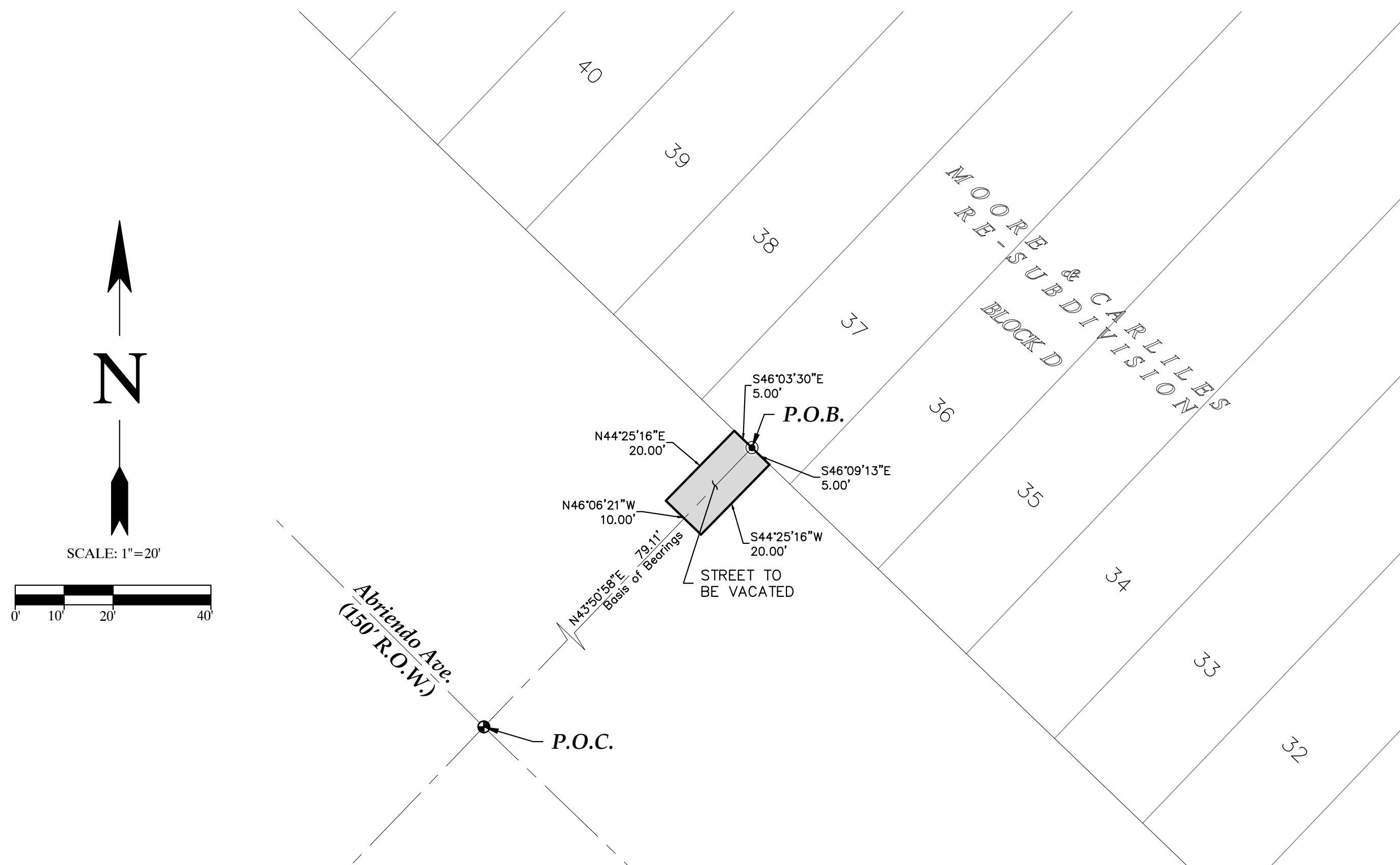
ATTEST

DocuSigned by:
[Signature]
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City Clerk

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



- #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

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

- 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

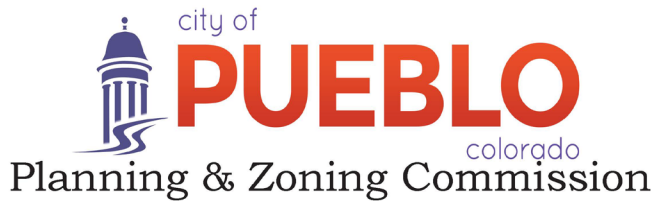
DATE: November 20, 2024

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	Zip: 81007
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:			
	<input type="checkbox"/> Rearrangement of Property Boundaries: # of existing lots: _____ Total acres: _____			
	<input type="checkbox"/> Overall Development Plan			
	<input type="checkbox"/> Site Plan Review: Building area: _____sf ○ HARP ○ Development Plan ○ PUD ○ Student Housing			
	<input type="checkbox"/> Special Area Plan			
	<input type="checkbox"/> Street Name Change: Existing Name: _____ Proposed Name: _____			
	<input type="checkbox"/> Subdivision: # of lots: _____ Total acres: _____			
	<input type="checkbox"/> Text Amendment			
	<input checked="" type="checkbox"/> Vacation: <input checked="" type="checkbox"/> Street ○ Alley ○ Easement ○ Other: _____			
	<input type="checkbox"/> Other: _____			

(Continue Next Page)

(Continued from previous page)

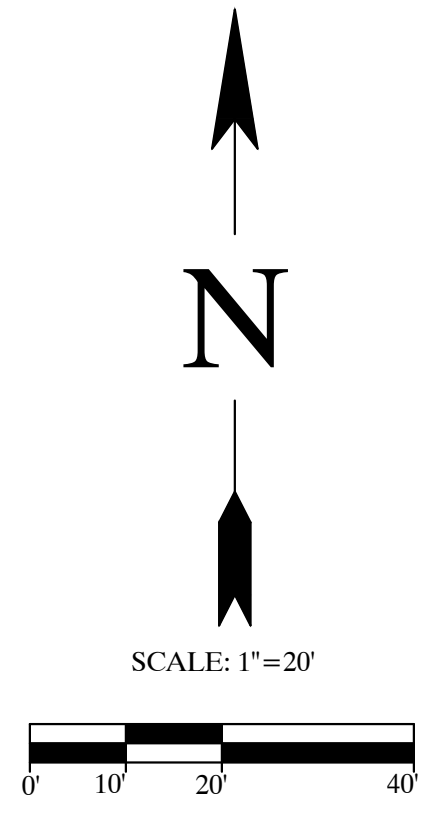
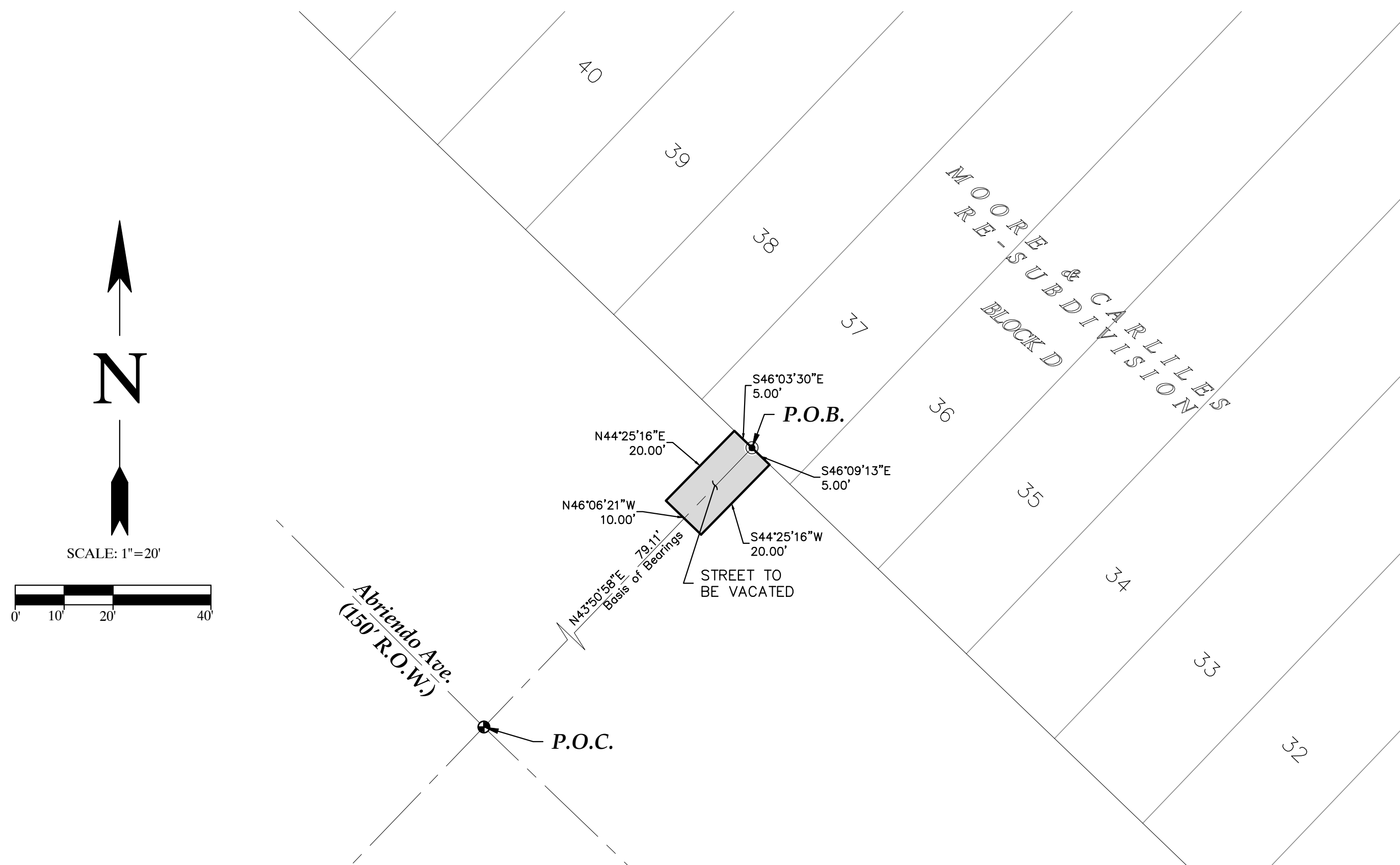
Project Information	Provide a brief description of the proposed request: The applicant proposes to vacate a portion of Abriendo Ave. for the purpose of the Dutch Clark Sign that is located in the current right of way.		
	What is the total acreage included in the project? 200 Sq. Ft.		
	What is the proposed use of the property? <input type="checkbox"/> Commercial <input type="checkbox"/> Multi-family <input type="checkbox"/> Residential <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Other		
	Are there any other pending or recently approved Land Use applications regarding this property? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	If yes, please list: This is in contiguity of case No. PZ-23-59		
Attachments	<u>Attachment Checklist</u>		
	The following list of attachments are required to accompany all applications: <input type="checkbox"/> A. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. <input type="checkbox"/> B. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us) <input type="checkbox"/> 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:		
	<ol style="list-style-type: none"> 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



- #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

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=oYGaUDZZfhYtMgcqpA7X0p2SJjWYy3h.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

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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	OwnerStree	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 HERNANDEZ MONICA	150 MARIAN DR	PUEBLO	CO	81004-1049
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 GARCIA MATTHEW D +	517 31 3/4 RD	GRAND JUNCTION	CO	81504-6065
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

E-25-1

Elected Official Ethics Complaint

Complainant Information

Please note that this form is considered a public document and may be released to the public by request pursuant to the Colorado Open Records Act.

Your full name:*

Elvis Martinez

Street Address:*

Privacy Information

City:*

Pueblo

State:*

Co

Zip Code:*

81003

Email:*

Privacy Information

Phone Number:*

Privacy Information

Complaint Details

Person against whom you are alleging the complaint:*



Heather Graham

Please select the alleged violation(s):

Disclosed confidential information acquired in the course of his or her official duties in order to further substantially his or her financial interests. (PMC §1-9-4(a)(1))

Accepted a gift of substantial value or a substantial economic benefit tantamount to a gift of substantial value. (PMC §1-9-4(a)(2))

Disclosed information or records that are not available to the public, which were acquired in the course of his or her public office duties without a legal basis or court order. (PMC §1-9-6)

Disclosed records or discussions of an executive session except pursuant to 24-6-402(2)(d.5)(II)(D), CRS. (PMC §1-9-6)

Performed an official act directly and substantially affecting to its economic benefit a business or other undertaking in which he or she or his or her family has a substantial financial interest. (PMC §1-9-7(2))

Performed an official act directly and substantially affecting to its economic benefit a business or other undertaking in which he or she is engaged as counsel, consultant, representative or agent. (PMC §1-9-7(2))

Other violation of the Ethics Code

Code Provision Citation:*

17.116.050 (D) (3) removal of political signs

Date of official act*

01/30/2025

What official act was taken?*

Please attach any supplemental evidence or additional pages of the complaint in the attachments section following.

I do hereby swear or affirm that the statements made here and attached hereto are true and accurate to the best of my knowledge.

By clicking to submit your digital signature, you agree that your electronic signatures appearing in this document are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. If you would like to sign this document manually, please contact the City Clerk's office at 719-553-2669. *

 Elvis Martinez
Jan 30, 2025

FURNITURE
POTTERY

P
SOU
TH

GRAHAM
For
MAYOR

E-25-2

Elected Official Ethics Complaint

Status: Active

Submitted On: 3/31/2025

Complainant Information

Please note that this form is considered a public document and may be released to the public by request pursuant to the Colorado Open Records Act.

Your full name:*

Jason Merideth Ford

Street Address:*

Privacy Information

City:*

Pueblo

State:*

Co

Zip Code:*

81006

Email:*

Privacy Information

Phone Number:*

Privacy Information

Complaint Details

Person against whom you are alleging the complaint:*



Heather Graham

Please select the alleged violation(s):

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Performed an official act directly and substantially affecting to its economic benefit a business or other undertaking in which he or she or his or her family has a substantial financial interest. (PMC §1-9-7(2))

Date of official act:*

03/26/2025

What official act was taken?*

A town hall was held at her restaurant to discuss current city issues with City Council president Mark Aliff also in attendance

What is the business or other undertaking that was affected?*

Graham's Grille III

Does the official or their family have the substantial financial interest?*

yes

If it is a family member, identify the family member and relationship:*

N/A

What is the substantial financial interest (i.e. ownership, share, employment, etc.)?*

ownership

What economic benefit did the official or their family receive?*

Any food or drink ordered by event attendees. Use of personal business staff and amenities. Advertisement of her personal business through official means


Performed an official act directly and substantially affecting to its economic benefit a business or other undertaking in which he or she is engaged as counsel, consultant, representative or agent. (PMC §1-9-7(2))

Other violation of the Ethics Code

Please attach any supplemental evidence or additional pages of the complaint in the attachments section following.

I do hereby swear or affirm that the statements made here and attached hereto are true and accurate to the best of my knowledge.

By clicking to submit your digital signature, you agree that your electronic signatures appearing in this document are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. If you would like to sign this document manually, please contact the City Clerk's office at 719-553-2669. *

 Jason Merideth Ford
Mar 31, 2025



Posts

About

Photos

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Mayor Heather Graham



Mar 17 · 🌐

Please plan to attend one of the 5 upcoming town hall meetings being hosted by me and President Mark Aliff.

Thursday, March 20 from 6:15-7:30pm at Graham's Grill 3 (Northside location)

Wednesday, March 26 from 5:45-7:15pm at Barkman Library

Thursday, April 3 from 5:45-7:15pm at Lamb Branch Library

Tuesday, April 15 from 5:45-7:15pm at Rawlings Library

Wednesday, April 30 from 5:30-6:45pm at Rawlings Library



Graham for MAYOR · [Follow](#)

Mar 15 · 🌐

Corrected Days!!!



INFORMATIONAL TOWN HALL

What:

Town hall discussion on the upcoming May 6, 2025 Election regarding Black Hills Energy Ballot Issue 2A



INFORMATIONAL TOWN HALL

What: Town hall discussion on the upcoming May 6, 2025 Election regarding Black Hills Energy Ballot Issue 2A

When: 5 Townhalls:

- Thursday, March 20, 6:15PM - 7:30PM
at Graham's Grill 3
- Wednesday, March 26, 5:45PM - 7:15PM
at Barkman Library
- Thursday, April 3, 5:45PM - 7:15PM
at Lamb Branch Library
- Tuesday, April 15, 5:45PM - 7:15PM
at Rawlings Library
- Wednesday, April 30, 5:30PM - 6:45PM
at Rawlings Library

More info: Follow Graham for MAYOR on Facebook



(b) They shall carry out their duties for the benefit of the people of the state;

(c) They shall, therefore, avoid conduct that is in violation of their public trust or that creates a justifiable impression among members of the public that such trust is being violated;

(d) Any effort to realize personal financial gain through public office other than compensation provided by law is a violation of that trust; and

(e) To ensure propriety and to preserve public confidence, they must have the benefit of specific standards to guide their conduct, and of a penalty mechanism to enforce those standards.

Sec. 1-9-7. - Personal interest rules of conduct for City officials and employees.

- (a) Proof beyond a reasonable doubt of commission of any act enumerated in this Section is proof that the actor has breached his or her fiduciary duty and the public trust.
- (b) A City official or employee shall not:
 - (1) Engage in a substantial financial transaction for his or her private business purposes with a person whom he or she inspects or supervises in the course of his or her official duties; or
 - (2) Perform an official act directly and substantially affecting to its economic benefit a business or other undertaking in which he or she or his or her family either has

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 - (1) Engage in a substantial financial transaction for his or her private business purposes with a person whom he or she inspects or supervises in the course of his or her official duties; or
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E-25-3

Elected Official Ethics Complaint

Status: Active

Submitted On: 3/31/2025

Complainant Information

Please note that this form is considered a public document and may be released to the public by request pursuant to the Colorado Open Records Act.

Your full name:*

Elvis Martinez

Street Address:*

[REDACTED]

City:*

Pueblo

State:*

Co

Zip Code:*

81003

Email:*

[REDACTED]

Phone Number:*

[REDACTED]

Complaint Details

Person against whom you are alleging the complaint:*



Regina Maestri

Please select the alleged violation(s):

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Disclosed records or discussions of an executive session except pursuant to 24-6-402(2)(d.5)(II)(D), CRS. (PMC §1-9-6)

Performed an official act directly and substantially affecting to its economic benefit a business or other undertaking in which he or she or his or her family has a substantial financial interest. (PMC §1-9-7(2))

Performed an official act directly and substantially affecting to its economic benefit a business or other undertaking in which he or she is engaged as counsel, consultant, representative or agent. (PMC §1-9-7(2))

Other violation of the Ethics Code

Code Provision Citation:*

1-9-3 (a) (b)

Date of official act*

03/22/2025


What official act was taken?*

Regina Maestri and Celeste from the Board of Water Works went to the trading post. Celeste walked into my shop first then Regina walked in telling Celeste not to get her fingerprints on anything because everything was stolen and that I was running a sham. Totally unethical. She also parked in a handicap spot. At about 1:32 p.m. while Celeste was in my shop Regina called her hatch the plan. There are video recordings but no sound.

Please attach any supplemental evidence or additional pages of the complaint in the attachments section following.

I do hereby swear or affirm that the statements made here and attached hereto are true and accurate to the best of my knowledge.

By clicking to submit your digital signature, you agree that your electronic signatures appearing in this document are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. If you would like to sign this document manually, please contact the City Clerk's office at 719-553-2669. *

 Elvis Martinez
Mar 31, 2025